



# REPORT TO COUNCIL

## City of Sacramento

# 5

915 I Street, Sacramento, CA 95814-2604  
www.CityofSacramento.org

CONSENT  
July 25, 2006

Honorable Mayor and  
Members of the City Council

**Subject:** Agreement: Los Rios Community College District Vocational Training

**Location:** Sacramento Police Academy, 2409 Dean St., McClellan, CA 95652

**Recommendation:** Adopt a **Resolution:** 1) ratifying City Agreement No. 2005-1050, and authorizing the City Manager, or a designated representative, to sign all agreements and documents on behalf of the Sacramento Police Department, including any extensions or amendments thereto, with the Los Rios Community College District to provide vocational training services; and 2) authorizing the City Manager, or a designated representative, to receive revenue and expend up to \$675,000 from Los Rios Community College District through the existing E-894 program.

**Contact:** Dan Schiele, Police Captain, 433-0841; Keith Jensen, Police Lieutenant, 566-6565

**Presenters:** Not applicable

**Department:** Police

**Division:** Office of Technical Services, Training Division

**Organization No:** 2157

**Summary:**

The Sacramento Police Department ("SPD") recently entered into a new master agreement with the Los Rios Community College District for three years from July 1, 2005 until July 1, 2008, with an option to extend two additional years. The SPD requests approval to continue in the master agreement (City Agreement No. 2005-1050) with the Los Rios Community College District to provide instruction for law enforcement.

**Committee/Commission Action:** None

**Background Information:**

On June 30, 1998, the City Council granted the SPD authority to enter into the first master agreement with the Los Rios Community College District for vocational training (Resolution No. 98-319, City Agreement No. 98-102). The original grant of authority authorized a one-year agreement with option to renew. The SPD continued to renew this agreement through June 30, 2005.

The SPD entered into a new agreement beginning July 1, 2005 (City Agreement No.



2005-1050). A new agreement was necessary to increase the reimbursement amount from \$2.35 per student instructional hour to \$3.15 per student instructional hour for the

initial 100,000 hours and \$3.55 for over 100,000 hours. However, a recent internal audit revealed that the original resolution (Resolution No. 98-319) only authorized the execution of the first master agreement and did not include authorization to execute a new master agreement.

The SPD anticipates holding three intensive police academies and a CSO/Recruit academy in the upcoming fiscal year. In addition to this, the SPD's Training Division will offer Department training and Continuous Professional Training to approximately 800 sworn and non-sworn employees.

The master agreement with the Los Rios Community College District for instructional services will provide the SPD with revenues to help pay for additional expenses to operate the academies. Upon completion of the academic year, attendance hours generated by courses offered under this agreement will be totaled.

This partnership will provide for an allotment of 15% of the classes for Los Rios Community College students. Academy students would be able to earn college credits for attending the academy.

**Financial Considerations:**

It is anticipated that this agreement will generate approximately \$675,000 annually in revenue for the SPD. These monies will be used to mitigate some of the expenses incurred in running multiple academies per year. The monies received from Los Rios Community College District will be placed in SPD's program E-894 fund.

**Environmental Considerations:**

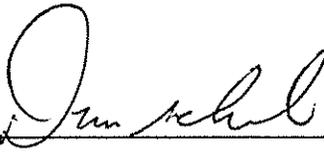
This proposal does not constitute a "project" and is therefore exempt from the California Environmental Quality Act according to CEQA guidelines Section 15061 (b)(1) and 15378(b)(3).

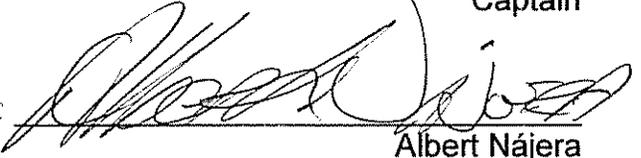
**Policy Considerations:**

The Los Rios Community College District Master Agreement will allow the Police Department to expand the number of academies and offset the expenses by revenue received for student instruction hours. It will also enable students to obtain college credits for attending the academy and other Department training.

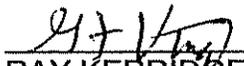
**Emerging Small Business Development (ESBD):**

No goods or services will be purchased as a result of this agreement.

Respectfully Submitted by:   
Dan Schiele  
Captain

Approved by:   
Albert Nájera  
Chief of Police

Recommendation Approved:

  
RAY KERRIDGE  
City Manager

Ref: COP 7-3

Table of Contents:

|    |     |   |
|----|-----|---|
| Pg | 1-3 | Report  |
| Pg | 4   | Resolution  |
| Pg | 5   | Attachment: Agreement for Vocational Training<br>(City Agreement No. 2005-1050) |

**RESOLUTION NO.**

Adopted by the Sacramento City Council

July 25, 2006

**MASTER AGREEMENT WITH THE LOS RIOS COMMUNITY COLLEGE DISTRICT**

**BACKGROUND**

- A. On June 30, 1998, the City Council granted the Sacramento Police Department (SPD) authority to enter into the first master agreement with the Los Rios Community College District for vocational training (Resolution No. 98-319, City Agreement No. 98-102).
- B. The SPD entered into a new agreement beginning July 1, 2005 (City Agreement No. 2005-1050) mistakenly under the authority of Resolution No. 98-319 to provide instruction for a period of three years with an option for extension up to two years and has been acting pursuant to the Agreement.
- C. The Sacramento Police Department anticipates running three intensive police academies, two CSO/Recruit academies as well as providing in-service training to approximately 800 sworn and non-sworn employees in the upcoming fiscal year.
- D. The agreement with Los Rios Community College District helps offset the additional expenses incurred by operating the academies. Additionally, by collaborating with Los Rios Community College District, students attending the academy and other department training gain college credit.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1: City Agreement No. 2005-1050 is ratified, and the City Manager, or a designated representative, is authorized to sign all agreements and documents on behalf of the Sacramento Police Department, including any extensions or amendments thereto, with the Los Rios Community College District to provide vocational training services.
- Section 2: The City Manager, or a designated representative, is authorized to receive revenue and expend up to \$675,000 from Los Rios Community College District through the existing E-894 program.

MASTER AGREEMENT FOR VOCATIONAL TRAINING  
BETWEEN LOS RIOS COMMUNITY COLLEGE DISTRICT  
AND  
THE CITY OF SACRAMENTO  
(Sacramento Police Department)

This agreement is made and entered into this 4th day of Nov., 2005 by and between the Los Rios Community College District, hereinafter called DISTRICT, and the City of Sacramento, hereinafter called CONTRACTOR, for instruction beginning July 1, 2005 for a period of three years with an option for two one year extensions per Article VI, Section 63.

WITNESSETH:

RECITALS

WHEREAS the DISTRICT provides instruction for Law Enforcement trainees, in accordance with minimum standards as outlined by "Peace Officer Standards and Training Act," hereinafter called POST.

WHEREAS the Police Department of Contractor desires to collaborate with the DISTRICT in providing said instruction by performing such services as specified hereinafter.

WHEREAS, a job market study has been performed to determine the existing need for individuals with degrees or course work in basic, intermediate and advanced law enforcement

WHEREAS, the parties intend that this agreement provide for the mutual cooperation of the DISTRICT and CONTRACTOR in the provision of the above-mentioned instructional services

WHEREAS, both parties desire to enter into a professional and respectful relationship in furthering the law enforcement training needs of the community.

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, DISTRICT and CONTRACTOR mutually agree as follows.

ARTICLE I – RESPONSIBILITIES OF CONTRACTOR

1. CONTRACTOR shall provide facilities for instructional activities free of charge to the district. CONTRACTOR shall attempt to provide use of said facilities during normal business hours and shall ensure that such facilities are clearly identified as being open to the general public as defined in Title 5, Section 58051.5, and accessible to students enrolled in the course.
2. For each instructor, the CONTRACTOR will provide to DISTRICT documentation satisfying minimum qualifications requirements for the instructional assignment(s). DISTRICT will ensure timely review and response as to the determination of each instructor's eligibility. CONTRACTOR may allow the appearance of a Guest Lecturer(s) to assist in the presentation of any given course pursuant to Education

CITY MANAGER  
AGREEMENT NO. 2005-1050

CITY MANAGER 2005-1050  
AGREEMENT NO.

Code 78020. Guest Lecturer(s) shall only be used under the supervision, direction and control of the assigned instructor to provide supplemental information regarding their expertise.

3. The CONTRACTOR shall pay its instructors salary and benefits costs, provide equipment, materials, day to day management support, and all other related costs necessary to conduct DISTRICT PROGRAMS OFFERED UNDER THIS AGREEMENT. Any payments to any Guest Lecturer(s) shall be the responsibility of CONTRACTOR. The CONTRACTOR shall indemnify and hold harmless DISTRICT against any and all claims which are made for salary and/or employment benefits of CONTRACTOR'S instructional staff.
4. The CONTRACTOR shall cooperate with DISTRICT to ensure that all personnel, facilities, equipment and materials used in carrying out its responsibilities under this agreement conform to Education Code and Title 5 mandated standards governing instructional programs.
5. CONTRACTOR shall provide the DISTRICT with a written statement (Attachment A) from each instructor certifying acknowledgment that the DISTRICT has the right to control and direct the educational programs which are the subject of this agreement.
6. CONTRACTOR shall provide office space and equipment for coordinator, counselor, and any secretarial and administrative staff of CONTRACTOR servicing the program.
7. CONTRACTOR will ensure that minimum standards for credit course content, instructional design, testing of students, and terminal performance rating is consistent with current regulations and DISTRICT'S curriculum standards.
8. CONTRACTOR shall with the DISTRICT, maintain procedures to ensure open enrollment of the classes as outlined in Education Code Section 84500 which by this reference is incorporated herein.
9. CONTRACTOR shall with the DISTRICT, allow preference to employed law enforcement students with 15% of seats provided to interested non-law enforcement students who satisfy course prerequisites as outlined in Penal Code Section 832.3 which by this reference is incorporated herein. Students shall meet all prerequisites mutually developed by CONTRACTOR and DISTRICT.
10. CONTRACTOR shall develop such course presentations for credit courses consistent with course outlines as approved by the DISTRICT curriculum committee.
11. CONTRACTOR assures that the instructional activities to be conducted will not be fully funded by other sources.
12. CONTRACTOR will provide DISTRICT with advanced notice of individual course beginning and ending dates.
13. CONTRACTOR will provide any and all certifications.

## ARTICLE II – RESPONSIBILITIES OF DISTRICT

14. DISTRICT shall, in conjunction with the CONTRACTOR, offer approved educational courses to meet the needs of the CONTRACTOR.
15. DISTRICT shall provide contact person to work with the CONTRACTOR.
16. DISTRICT and the CONTRACTOR will mutually ensure that ancillary and support services are provided for students
17. DISTRICT shall assist the CONTRACTOR in student registration in order to adequately manage and control its course offerings.
18. DISTRICT shall include any course sections offered under this agreement in its published college course schedule. For sections added after publication, DISTRICT will ensure such sections are appropriately advertised to the general public.
19. The DISTRICT shall have primary right to control and direct the educational programs which are the subject of this agreement. DISTRICT shall demonstrate control and direction by ensuring that the instructors are provided with an orientation, faculty handbook, Title 5 course outlines, curriculum materials, testing and grading procedures, and any other materials and services needed to offer a credit course. CONTRACTOR may develop instructional curriculum with final responsibility and approval by DISTRICT. DISTRICT shall have primary responsibility for curriculum development and the instruction program
20. DISTRICT shall approve the selection of instructors based upon satisfaction of minimum qualifications for instruction. CONTRACTOR ensures the DISTRICT that each instructor will work to the standards established by the DISTRICT, including, but not limited to adherence to the course outline during the time the instructor is serving DISTRICT. DISTRICT has the right to terminate instructors from employment as an instructor in the training programs that are the subject of this agreement based upon instructors' evaluations and in consultation with CONTRACTOR.
21. District shall ensure that course offerings to be reported to the State for apportionment funding meet all appropriate requirements of the Education Code, Title 5, and State student attendance accounting and audit accountability requirements.
22. DISTRICT and the CONTRACTOR will mutually advise one another of any substantive revisions to existing DISTRICT courses offered as part of this agreement, initiation of new courses, or any other changes to courses or programs in a timely manner (Attachment B)
23. Payments made by the DISTRICT to the CONTRACTOR are intended to compensate the CONTRACTOR primarily for the service time its employees spend performing instructional activities on behalf of DISTRICT and secondarily, for facility, materials and any other costs incurred by the CONTRACTOR for the activities offered under this AGREEMENT

24. DISTRICT will make available career and academic counseling to all registered students and will grant appropriate college credit for instruction. Such services will be provided as needed at the CONTRACTOR'S facility. Determination of the need for career and academic counseling shall be mutually agreed upon by DISTRICT and CONTRACTOR.
25. DISTRICT will provide for the assessment of non-law enforcement students' preparedness prior to enrollment. Such assessment shall be in compliance with State law and related State regulations.
26. DISTRICT certifies that it does not receive full compensation for direct education costs of any course within the scope of this Agreement from any public or private agency, individual or group.
27. DISTRICT represents and warrants to CONTRACTOR that DISTRICT and DISTRICT'S employees, at DISTRICT'S sole cost and expense, shall have and maintain, at all times during the term of this Agreement, all accreditations, licenses, qualifications and approvals of whatsoever nature which are legally required for DISTRICT to perform the services under this Agreement.
28. Both parties shall meet prior to the start of each fiscal year to discuss the educational program for the coming year. The fiscal year shall be defined as July 1 through the last day of June of the following year. For the purposes of this section the parties shall initiate this dialogue no later than May 1. Topics of the discussion shall include but will not be limited to new or revised courses, anticipated attendance levels, contracted attendance growth compared to previous year, and consideration for attendance growth level contingent upon growth factor assigned to the DISTRICT by State. Finalization of growth discussion between both parties will occur within 30 days of the adoption of the State budget which provides funding for California community colleges and assignment of the DISTRICT'S actual growth factor for the contract/fiscal year. DISTRICT shall notify CONTRACTOR of any changes in the student enrollment fee and non-resident tuition rate.
29. No later than 180 days prior to the termination of this Agreement, the DISTRICT and CONTRACTOR shall meet to discuss the extension of the contract

### ARTICLE III – FEES, PAYMENTS AND REPORTING

30. Enrollment fees shall be assessed to students at the current rate for California residents and for non-resident students. Non-resident students employed by a public agency of or within the State of California will be classified as residents providing a written assurance is received from the public agency that it intends to classify the student as a peace officer upon successful completion of the course per ECS 76140.5, Government Code Section 811.2. CONTRACTOR will obtain written assurance from agency and forward to DISTRICT. Non-resident students not employed as described above will be assessed the DISTRICT'S current non-residence tuition in addition to the enrollment fees. CONTRACTOR will collect the enrollment fee and any non-resident fee due from the students or sponsoring agency (ies) enrolled in any course provided by CONTRACTOR as specified in the Annual Training Addendum (Attachment B) CONTRACTOR shall deliver course enrollment rosters weekly. Basic Academy enrollment rosters will be submitted the month following the start of each academy course. An invoice for enrollment fees

and non-resident fees will be sent to the CONTRACTOR within 30 days of receipt of the attendance rosters for short term classes and the enrollment rosters for academies. CONTRACTOR shall remit fees for all students, including CONTRACTOR'S employees, upon receipt of invoice.

31. The courses offered under this agreement are deemed to be in-service and therefore require attendance reporting using the actual student contact hours of attendance procedure. Attendance hours are defined as those hours that are reported by the DISTRICT on the Form CCFS 320, California Community Colleges Apportionment Attendance Reports, and are subject to audit by the DISTRICT'S independent auditor and the California Community Colleges Chancellor's Office or its representatives.
32. For the 2005-06 fiscal year, DISTRICT shall reimburse CONTRACTOR \$3.15 per resident student attendance hour eligible for state apportionment for the initial 100,000 hours. For student attendance above 100,000 hours, CONTRACTOR shall be reimbursed \$3.55 per student attendance hours and a lump sum payment of forty thousand dollars (\$40,000). Attendance hours for non-residence students shall be included in such computation as long as the DISTRICT'S non-resident fees have been assessed and paid by or on behalf of such students enrolled in DISTRICT courses. The hourly rate reimbursements stated above are subject to approval of the 2005-2006 budget with the COLA of 4.23% as presented in the May Revised Governor's Budget Proposal. If the COLA is higher or lower than the 4.23%, the reimbursement rates will be adjusted accordingly.
33. For subsequent contract years, the cost of living adjustment (COLA) provided to the DISTRICT and funded by the State for financing of community colleges shall apply to the lump sum payment and the hourly rate reimbursements of \$3.15/hour and the \$3.55/hour rate for student hours above one hundred thousand hours (100,000).
34. Should the State apportionment funds for any fiscal year be deficated in any manner, the deficit will be applied proportionately to any funds due the CONTRACTOR.
35. If State of California raises or lowers enrollment fees, CONTRACTOR or DISTRICT may request that the hourly reimbursement rate be renegotiated. The request must be made within 30 days of budget finalization.
36. DISTRICT will reduce FTES enrollment in CONTRACTOR courses proportionate to DISTRICT'S in times of DISTRICT state-wide reductions in FTES enrollment.
37. The payment for instruction costs at the stated rate(s) shall be made in twelve (12) installments. eleven (11) monthly payments on the last business day of each month beginning with August, and the final payment on the last business day of the following February. The payment amounts shall be established as follows. The August through December payments shall be seven per cent (7%) of the prior years' total contract amount earned. The January through June payments will be computed based upon a review of the student contact hours reported for the Fall term along with an estimate of the Spring term. That estimate of the total to be earned under the current contract will then be forwarded to the Contractor along with a revised payment schedule for review and comment. The January through June payments will be the equal to the total amount estimate less twelve and one-

half percent (12.5%) less the cumulative payments to date. The final payment shall be the remaining amount due.

38. If State apportionment funds received from this instructional program are adjusted due to subsequent audit(s) by the State of California or any of its agencies, the CONTRACTOR shall reimburse to DISTRICT any and all payments made to the CONTRACTOR which DISTRICT may be obligated to return to the California Community Colleges, State Chancellor's Office or have deducted from DISTRICT'S future apportionment funding.
39. CONTRACTOR shall accept payments as full reimbursement for costs incurred by the CONTRACTOR for all courses offered under this agreement. At the end of the contract year and upon request by DISTRICT, CONTRACTOR shall provide to DISTRICT an accounting of how these funds were expended in support of instruction. It is the intent that DISTRICT reimbursements to CONTRACTOR shall be used primarily for direct instructional costs.
40. CONTRACTOR may provide at their option food and lodging to students, but the CONTRACTOR is under no obligation to provide such food or lodging. District is under no obligation to reimburse such costs.
41. DISTRICT payments shall be made payable to the Contractor and mailed to:  
Sacramento Police Department  
5770 Freeport Blvd. Suite 100  
Sacramento, CA 95812

#### ARTICLE IV – NOTICE

42. CONTRACTOR and DISTRICT will designate a contact person for this program. The CONTRACTOR'S contact person shall be the Administrative Captain for the Division of Training and Reserve Forces or his/her designee. The DISTRICT'S contact person shall be the Dean of Instruction, American River College.
43. All written notices, reports, and other written communications under this Agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed to the respective named representatives, or his/her designee, as follows:  
  
(A) To American River College      (B) To Contractor

David Viar, President  
American River College  
4700 College Oak Drive  
Sacramento, CA 95841-4286

Lt. Keith Jensen  
Training Division  
See Above

#### ARTICLE V – LIABILITY

##### 44. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall defend, indemnify and hold harmless the DISTRICT, its officers, employees, agents and representatives against any and all claims arising out of the employment, employment benefits and/or salary of the instructors,

coordinators and/or staff employed for purposes of this Agreement, except when such claim of employment rests upon assertion of entitlement to tenured employment.

CONTRACTOR and DISTRICT shall each assume the responsibility and the liability for the acts and omissions of their own officers, agents, or employees in connection with the performance of their official duties under this Agreement. For tort liability purposes, neither CONTRACTOR nor the DISTRICT nor their officers, agents or employees shall be considered an agent of the other.

Each party shall assume the responsibility and liability for and shall indemnify, defend, and hold harmless the other party, its agents, officers and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, and disbursements (including legal fees and expenses) of any kind and nature whatsoever imposed in, asserted against, incurred or suffered by the other party or its agents, officers or employees by reason of damage, loss of injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on their part or any of their agents, officers or employees in its or their performance of services or obligations hereunder.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule including where the claim, loss, damage, change or expense was caused by deliberate, willful, or criminal acts of either party, or any of its agents, officers, or employees in its or their performance hereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

The parties shall provide written notification to the other party within thirty (30) days of receipt of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties shall establish procedures for the sharing of information and cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement, unless to do so creates a conflict of interest. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal right in, any person not a party to this Agreement.

It is expressly understood and agreed that no personal liability whatsoever attaches to any member of the DISTRICT Board of Trustees, any member of CONTRACTOR'S City Council Members, or to any of the officers or employees thereof by virtue of this Agreement.

#### 45. MUTUAL WAIVER OF SUBROGATION

The parties agree that in event of loss due to claim, arising out of any negligence, omission, or failure to act when under a duty by any of their agents, officers, or employees, against their respective worker's compensation, general liability and/or auto liability insurance policies, each party shall look solely to its insurance for

recovery. The parties hereby grant to each other, on behalf of any insurer providing insurance to either of them, a waiver of any right of subrogation that any such insurer of one party may acquire against the other as a result of a paid claim or judgment.

The parties further agree to provide each other endorsements stating that the carrier waives its right of subrogation against the other party with respect to any claim arising from activities under the terms of this Agreement

## ARTICLE VI – MISCELLANEOUS

### 46. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

### 47. CAPTIONS

The headings or captions to the Articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.

### 48. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

### 49. AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of it. No ambiguity shall be presumed to be construed against any other party.

### 50. GOVERNING LAW

The interpretation and enforcement of the Agreement shall be governed by the laws of the State of California, and where applicable, by federal law. Venue shall be in Sacramento County.

### 51. INTEGRATION

This Agreement, including Attachments A and B, embodies the entire agreement of the parties in relation to the scope of services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties.

### 52. TERMINATION

This agreement may be terminated by either party in the event of a breach of contract. Prior to termination, the party seeking termination shall provide the other party with written notice of the breach and ninety days to cure the breach. If the breach is not cured or otherwise resolved to the satisfaction of the parties within the specified ninety day period, the Agreement may be terminated. The agreement may also be terminated prior to the termination date upon the mutual written consent of the parties. It is agreed that students enrolled at such time in the services mentioned herein shall be given the opportunity to complete the full program offered. Neither party shall incur any liability to the other by reason of such termination.

### 53. WAIVER

Waiver by either party of any breach, default or condition precedent shall not constitute a continuing waiver or a waiver of any other subsequent breach, default or condition precedent or any other right hereunder

54. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument

55. COMPLIANCE WITH LAWS AND REGULATIONS

The parties shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulations pertaining to their obligations and the services to be provided under this Agreement.

56. NO GRANT OR AGENCY

Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement to bind the other party to any obligation whatsoever.

57. ASSIGNMENT PROHIBITED

Neither party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

58. NONDISCRIMINATION

In the performance of the services or obligations required by this Agreement, neither party shall discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or disability, or sexual orientation

59. POST/STC REQUIREMENTS

The parties agree to mutually cooperate in the provision of instruction for Law Enforcement trainees, in accordance with the minimum standards established by POST under Penal Code Section 13510.5 which by this reference is incorporated herein.

60. Upon request, DISTRICT shall provide CONTRACTOR with any and all referenced educational guidelines and/or documents articulated in this agreement, including Title 5 of the Education Code and California Community Colleges Apportionment Attendance Reports that address the program.

61. The parties shall maintain confidentiality of all records to the full extent permitted by the California Public Records Act and other state and federal laws regarding public agency and/or academic records.

62. CONTRACTOR shall retain the right to appropriately discipline or release students from classes based on CONTRACTOR'S employment and security mandates in addition to standards mandated by POST and STC, subject to approval of the DISTRICT.

63. This agreement may be renewed on the same conditions from year to year after completion of the initial three year term. Renewal may be made by mutual written agreement between CONTRACTOR and DISTRICT

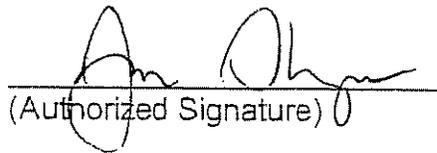
64. Current approved instructors shall not be required to complete additional Agreements for Vocational Training Services or re-apply for approved instructor status, and shall be authorized to conduct instruction under this agreement.

The person signing this Agreement for DISTRICT hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of DISTRICT.

In WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

City OF SACRAMENTO

LOS RIOS COMMUNITY COLLEGE DISTRICT

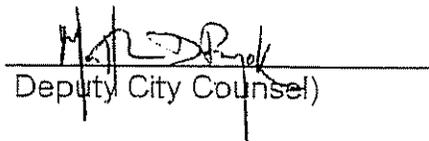


By: Albert Najera, Chief of Police  
For: Robert P. Thomas, City Manager

(Authorized Signature)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
Deputy City Counselor

(District's Legal Advisor)

Attachments:

- A - Agreement for Vocational Training Services
- B - Annual Training Addendum

**ATTEST:**

  
CITY CLERK  
11/29/05

CITY MANAGER  
AGREEMENT NO. 2005-1050

CITY MANAGER 2005-1050  
AGREEMENT NO.

LOS RIOS COMMUNITY COLLEGE DISTRICT

Agreement for Vocational Training Services

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Los Rios Community College District, hereinafter referred to as DISTRICT, CITY OF SACRAMENTO, hereinafter referred to as CONTRACTOR, and \_\_\_\_\_ hereinafter referred to as INSTRUCTOR.

WITNESSETH;

- 1. The INSTRUCTOR agrees to provide instructional services in the Sacramento City Police Department Program offered by Los Rios Community College DISTRICT as described in the Master Agreement between CONTRACTOR and DISTRICT, during the period of \_\_\_\_\_
2. The INSTRUCTOR agrees to work to the standards established by the DISTRICT, including, but not limited to, adherence to the course outline during the time the INSTRUCTOR is serving DISTRICT.
3. The DISTRICT shall have the primary right to control and direct the educational program which is the subject of this Agreement and shall have the primary right to direct and control the activities of the INSTRUCTOR. Activities shall be performed by the INSTRUCTOR in accordance with such responsibility and control, subject to the provisions set forth more particularly in a contract by and between the Sacramento City Police Department and the DISTRICT.
4. At all times while performing services under this Agreement, the INSTRUCTOR shall be a contractor of the Sacramento City Police Department or other Agency, and not an employee of the DISTRICT. The INSTRUCTOR acknowledges his/her status as a contractor, the significance of such status and that such status does not entitle the INSTRUCTOR to the same benefits nor impose upon the INSTRUCTOR the same obligations as an employee with either DISTRICT or CONTRACTOR

I have read all of this Agreement and understand it completely, and/or have consulted with my own attorney if I so desired, and by my signature below represent that this Agreement is the only statement by or on behalf of DISTRICT or CONTRACTOR upon which I have relied in signing this Agreement.

IN WITNESS WHEREOF, the said parties have hereunto set their names

INSTRUCTOR

LOS RIOS COMMUNITY COLLEGE DISTRICT

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Address)

(City, State, Zip Code)

SSN

DATE

Annual Training Addendum  
to the  
MASTER AGREEMENT FOR VOCATIONAL TRAINING  
Between LOS RIOS COMMUNITY COLLEGE DISTRICT  
AND  
CITY OF SACRAMENTO

This Addendum is part of the Master Agreement for Vocational Training between the Los Rios Community College District and the City of Sacramento

From July 1, 2005 through June 30, 2008, the CONTRACTOR agrees to provide instruction that may include:

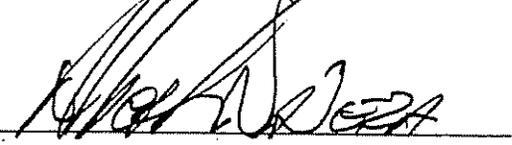
(Hours are approximate and may change. Significant changes shall be immediately provided to DISTRICT.)

1. Basic Peace Officer, Intensive 1030 hours each
- Citizen Academy, 40 hours each
- Continuing Professional Training, 40 hours each
- Communications Training Officer, 40 hours each
- Defensive Driving Instructor course, 40 hours
- Defensive Driving Instructor update course, 20 hours each
- Defensive Driving course, 20 hours each
- Defensive Tactics Instructor course, 40 hours each
- Dispatcher Training Academy (Basic), 400 hours each
- Dispatcher Training course (Advanced), 280 hours each
- Drug Recognition-Under the Influence, 24 hours each
- Field Training Officer course, 40 hours each
- Integrated Narcotics Training, 40 hours each
- Mobile Data Computers Basic Records Management course, 9 hours each
- Mobile Data Computers Intermediate Records Management course, 9 hours each
- Radar Operator Instructors course, 40 hours each
- Radar Operators course, 32 hours each
- Supervisors Update course, 40 hours each
- Tactical Firearms (PSP), 9 hours each

2. CONTRACTOR, with DISTRICT approval, may present additional courses of instruction.
3. CONTRACTOR shall provide the DISTRICT with advance notice of individual course beginning and ending dates.

IN WITNESS WHEREOF the said parties have hereunto set their names.

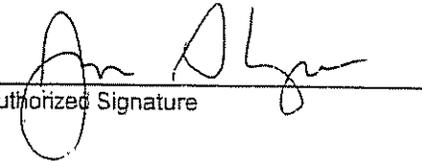
CITY OF SACRAMENTO



By: Albert Najera, Chief of Police  
For: Robert P. Thomas, City Manager

DATE: 11/4/05

LOS RIOS COMMUNITY COLLEGE  
DISTRICT



Authorized Signature

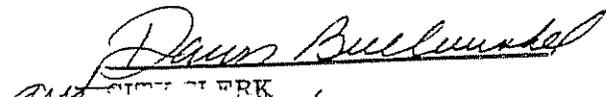
DATE: 9/30/05

APPROVED AND FORW:



CITY ATTORNEY

ATTEST:



CITY CLERK  
11/29/05

CITY MANAGER  
AGREEMENT NO. 2005-1050

CITY MANAGER  
AGREEMENT NO. 2005-1050