

Board of Trustees Agenda Item

Board Meeting Date: May 7, 2012

Title of Item: FY 2011-12 South Bay Regional Public Safety Training Consortium - Foothill

Background and Analysis:

The South Bay Regional Public Safety Consortium was created in 1994 to provide high quality training in the most efficient manner possible to public safety professionals. The Consortium is comprised of De Anza College, Evergreen Valley College, Gavilan College, Hartnell College, Ohlone College, College of San Mateo, San Jose City College, and Monterey Peninsula College. The Foothill De Anza Community College District signed the Joint Powers Agreement for the Consortium in 1998.

Approval of the Memorandum of Understanding, signed on April 25, 2012, will make Foothill College the newest member of the Consortium.

As a member of the Consortium, Foothill College will commit an appropriate amount of funding each year in order to register the appropriate FTES for the training conducted by the Consortium. This will be effective beginning next year (2012-13).

For this fiscal year (2011-12) Foothill College estimates the contract instructional costs will amount to \$90,566.39. The statewide curriculum has been approved through the college's curriculum process, and students earn credit in Emergency Medical Technician. The Memorandum of Understanding, dated April 23, 2012, authorizes the relationship for this fiscal year.

Upon approval by the FHDA Board of Trustees, the Consortium will take action at their Board meeting on May 17th to add Foothill College to the Joint Powers Agreement.

Recommendation: Interim Vice President of Workforce Development John Mummert recommends approval of the two attached MOUs and Foothill's membership in the South Bay Regional Public Safety Training Consortium

Submitted by:	John Mummert, Interim VP, Workforce Development and Institutional Advancement
Additional contact names:	Kevin McElroy, Vice Chancellor of Business Services
Is backup provided?	Yes



The ACADEMY

South Bay Regional Public Safety Training Consortium
3095 Yerba Buena Road, San Jose, CA 95135 ♦ Phone (408) 270-6458 ♦ Fax (408) 238-0286

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered into this 23rd day of April, 2012 is by and between the Foothill College) and the South Bay Regional Public Safety Training Consortium ("SBRPSTC" or "Consortium"), and shall be effective on the date it is fully executed.

A. Purpose of the MOU:

The primary purpose of this MOU is to reflect the mutual intent of the parties to establish an agreement relating to the registration of FTES. The parties believe that their collaborative and cooperative efforts will enhance their ability to deliver cost effective public safety training through the reduction of redundancies, containment and recovery of respective costs, and increased efficiencies in business operations.

C. Scope of Agreement:

1. The Consortium agrees to register the equivalent of 36 FTES with Foothill College in Emergency Medical Technician Basic Continuing Education-EMT303 for 1.5 quarter units.
2. In exchange, Foothill College and The Consortium agree to share apportionment funds at a ratio of 45% to Foothill College and 55% Consortium at the 2011-2012 funded P2 apportionment rate of \$4574.06 per FTES (36 FTES x \$4574.06 x 55% = \$90,566.39)
3. Upon execution of this MOU, Consortium will invoice Foothill College for payment in full.
4. In the event the Consortium is unable to fully satisfy registration of the agreed upon FTES commitment total, the Consortium will refund to Foothill College the apportionment value of the unregistered FTES.

D. Term:

The term of this MOU shall take effect on the signing date(s) and will remain in force until June 30, 2012.

Signatures and date(s):

Kevin McElroy
Signature _____ date _____

Kevin McElroy/V.C. Business Services
Foothill – De Anza CC District
12345 El Monte Rd.
Los Altos Hills, Ca. 94022

Michael Lombardo 4/23/12
Signature _____ date _____

Michael Lombardo/V.P. Admin Services
SBRPSTC
3095 Yerba Buena Road
San Jose, CA 95135-1598



A Consortium of Community Colleges Dedicated to Innovative Public Safety Training
<http://www.theacademy.ca.gov>



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MEMORANDUM OF UNDERSTANDING

This Memo of Understanding (MOU) document is between Foothill College (FC) and the South Bay Regional Public Safety Training Consortium ("SBRPSTC" or "Consortium"), shall be effective on the date it is fully executed and reflects the intent of the parties with respect to the matters discussed, as follows:

A. Purpose of the MOU:

To reflect the mutual intent of the parties that FC and SBRPSTC shall take all steps necessary to accomplish the goal of FC becoming a member of the Consortium and signatory to the JPA Agreement, with all the rights and responsibilities of membership. Those rights and responsibilities are as stated in the SBRPSTC JPA Agreement and Bylaws appended to this document. The JPA Agreement and Bylaws dictate how the Consortium governs itself, how it is administered, how it operates and the obligations of members toward it.

B. Statement of Mutual Benefit and Consideration to Support this MOU:

Through the operation of the Consortium FC and SBRPSTC will collaborate and coordinate the presentation of educational and training opportunities for public law enforcement agencies and entities in Santa Clara, San Mateo, Santa Cruz, San Benito, Monterey and parts of San Francisco and Alameda Counties. The formulation of the Consortium enables the community colleges in these counties to offer quality training services in a cost effective manner. A primary goal of the Consortium is to pool resources, plan collectively, reduce redundancies, improve efficiencies, save tax payer dollars and enhance the offering of public safety courses.

C. Action Plan to be followed by the Parties:

1. Consortium shall amend its JPA Agreement to include FC as a member of the Consortium, as well as take any other internal steps necessary to accomplish that goal.
2. FC shall through duly agendized action of its governing board, pass a resolution applying for membership in the Consortium agreeing to be bound by the terms of the JPA Agreement and Bylaws, and appoint one Primary and one Alternate representative from FC to actively serve on the SBRPSTC Board of Directors
3. During the period of time after the date of execution of this MOU, and up to the point when FC becomes a member of the Consortium, each party shall take all reasonable steps to accomplish the purpose of this MOU, and each party shall in good faith cooperate with the other to achieve their mutual goals as stated herein. Toward that end FC and Consortium



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agree that neither shall offer nor develop courses intended to compete with and draw enrollment from the other.

D. Financial Understanding:

Like any other member once FC becomes a member of the Consortium it will share with SBRPSTC apportionment from FTES generated through the service and assistance of SBRPSTC according to the same process Consortium uses with its members. Upon attaining membership the split of apportionment between FC and Consortium shall be as follows: 55% of FC's previous year's funded appointment rate as described on Exhibit C of the P2 Apportionment notice shall be paid over to Consortium, with FC retaining the remaining 45% of the apportionment dollars.

E. Mutual Hold Harmless:

The parties recognize the risk that by virtue of the arrangement described herein each might be drawn into disputes and subjected to claims, actions or costs which arise from acts or omissions of the other. Each party hereto therefore agrees to defend and indemnify the other from and against any claim, suit or cost (including, without limitation, claims for purely economic loss, and costs imposed by action or threatened action of regulatory bodies) which arise from facts and circumstances which existed prior to the effective date of this MOU, or which arise from an injury (whether, personal, property or economic) which the claimant alleges was caused wholly or primarily by act or omission of the indemnitor. For the purposes of this MOU the agents and employees of each party shall not be considered the agents and employees of the other. The duty to defend described herein shall include the duty to retain and pay for competent defense counsel, which duty shall be triggered by the service of any such claim, suit or demand.

F. Commencing and Expiring Dates:

This MOU is in force from the signing date(s) until FC becomes a member of the Consortium, at which point the duties and obligations of the parties shall be carried out as outlined in the JPA Agreement, the Bylaws and any signed side agreements which may in effect at that time.

Signatures and date(s):

 4/25/12
Date

Kevin McElroy, V.C. Business Services
Foothill College
12345 El Monte Rd.
Los Altos Hills, CA 94022-4599

 4/25/12
Date

Steve Kinsella Ed.D. , Chair
SBRPSTC Board of Governors
3095 Yerba Buena Road
San Jose, CA 95135-1599



South Bay Regional Public Safety Training Consortium JOINT POWERS AGREEMENT

This is a Joint Powers Agreement among those community college districts signatory to this Agreement for the purpose of establishing, operating, and maintaining public safety training under the "South Bay Regional Public Safety Training Consortium " a joint powers agency.

This Agreement is entered into pursuant to the provision of Section 6500, et seq., of the California Government Code for the benefit of the community college districts signatory hereto (and also those which may hereafter become signatory hereto), for the purpose of operating a Program to be known and designated as, "South Bay Regional Public Safety Training Consortium" hereinafter designated as "SBRPSTC "; and

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish this Joint Powers Agency to accomplish the purposes hereinafter set forth; and

WHEREAS, the signatories hereto have determined that there is a regional need to provide public safety training; and

WHEREAS, Section 6502 of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, and in consideration of the execution of this Agreement by said community colleges, each of the parties hereto does hereby agree as follows:

1. CREATION OF THE SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING CONSORTIUM Pursuant to Title I, Division 7, Chapter 5 of the Government Code, there is hereby created a public agency, separate and apart from the parties hereto, to be known as South Bay Regional Public Safety Training Consortium, hereinafter designated as SBRPSTC.

SBRPSTC shall have the powers common to the participating districts and is hereby authorized to do all acts necessary for the exercise of said common powers, including but not limited to, any or all of the following: to make and enter into contracts; to employ personnel, to incur debts, liabilities or obligations; to acquire, hold or dispose of property; to receive gifts, contributions, and donations of property, fund services, and other forms of assistance from persons, firms, corporations and any governmental entity; and to sue and be sued in its own name. Said powers shall be exercised in the manner provided in the law, and except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon community college districts in the exercise of similar powers.

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2. PURPOSE - The purpose of SBRPSTC shall be to provide training and educational programs that will be responsive to the needs of public safety agencies within the region served by the JPA.

- 3.A. MEMBERSHIP - Each party to this Agreement must be eligible for membership in SBRPSTC as defined in the Bylaws, and is entitled to the rights and privileges, and is subject to the obligations of membership, all as are provided in this Agreement.
- 3.B. COURSE OFFERINGS - All members of SBRPSTC agree to the following: Not to offer additional courses in the discipline(s) assigned to the SBRPSTC in any format including credit, non credit or contract instruction.
- 3.C. APPROVAL OF INSTRUCTIONAL PERSONNEL BY SBRPSTC MEMBER DISTRICTS - Instructional personnel recommended by the SBRPSTC staff to teach a course(s) offered through the Consortium shall be employed via a contract with one of the participating college districts. All personnel so approved via such contract, shall meet the minimum qualifications for teaching in the appropriate discipline(s) per Title Five of the California Administrative Code of Regulations. Such personnel shall be designated as the instructor of record for courses approved and offered by each member college.
4. EFFECTIVE DATE - This Agreement shall become effective on July 1, 1995.
5. TREASURER - This Agreement, pursuant to Government Code section 6505.6, herewith establishes the Office of Treasurer. The Office of Treasurer shall be selected as determined by the Board of Directors.
6. GOVERNANCE - Shall be governed by a Board of Directors selected according to the provisions of the Bylaws.
7. BYLAWS - The JPA shall be governed pursuant to those certain Bylaws, a copy of which is attached hereto as Exhibit A, which may be amended by the Board of Directors pursuant to the provisions set forth herein. Each party to this agreement is bound by their provisions, and further agrees that SBRPSTC shall be operated pursuant to this Agreement and said Bylaws.
8. AFFIRMATIVE ACTION POLICY STATEMENT - The SBRPSTC is committed to a policy of affirmative action in its hiring procedures, and with the assistance of all SBRPSTC staff, the Governing Board of the SBRPSTC assures that all employees and applicants for positions in the SBRPSTC will have equal opportunity for employment regardless of race, color, sex, religion, national origin, age, disability, status as Vietnam-era veterans, marital status, political beliefs, or sexual orientation.
9. ADDITIONAL PARTIES - Additional parties may become members of the SBRPSTC in accordance with the provisions of the Bylaws.
10. RECORDS - The Treasurer shall maintain records separately identifying the expenses incurred in the performance of the duties described herein. The Executive Director shall maintain records of the Minutes of the Board of Directors meetings and such other official records of the SBRPSTC as required by law.

11. TERM, TERMINATION, AND DISSOLUTION OF JOINT POWERS AGREEMENT.

- A. Term and Extension. The Joint Powers Agreement shall become effective on July 1, 1995, and continue thereafter as determined by the participating members. A 2/3rds majority of the members of this Joint Powers Agreement may terminate this Joint Powers Agreement at any time provided all parties and all members have been notified at least 60 days in advance. In the event that training programs are in progress, the closing date shall be extended to the end of the (semester or quarter) for that training.
- B. Withdrawal. Any party may withdraw from participation in this Agreement by providing written notice to the Board of Directors not less than 60 days prior to June 30th of any year. Withdrawal shall be effective on June 30 following delivery of said notice. Withdrawing parties shall be liable for their portion of costs and obligations up to the date of withdrawal. Withdrawing parties shall remain obligated to pay for any legal liabilities incurred and or originating prior to the effective date of withdrawal.
- C. Dissolution. In the event this Joint Powers Agreement is dissolved, the distribution of any assets remaining after meeting all financial obligations, shall be distributed as determined by a 2/3rds majority vote of the Board of Directors. Should the Board of Directors not make such a determination, the cumulative FTES generated by each active member at time of dissolution shall determine that members proportionate share of such assets.
12. SEVERABILITY - Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.
13. ASSIGNS - No party to this Joint Powers Agreement may sublet, assign, or transfer any interest in this Joint Powers Agreement without the written consent of all of the parties thereto.
14. HOLD HARMLESS - All parties to this Agreement shall indemnify, defend and save harmless each other and their respective officers, agents, and employees from all loss, expense, claims, liability for injury or damage to any property arising out of, or in any manner connected with, the performance and operation of the terms of this Agreement.
15. DEBTS, LIABILITIES AND OBLIGATIONS - The debts, liabilities and obligations incurred in the administration of this Agreement shall not constitute any debt, liability or obligation of any of the individual members to this Agreement.

The parties have caused this Joint Powers Agreement to be signed in their behalf by their duly authorized representatives on this First day of August, 1998, by the following signatory community college districts.

Gavilan Community College District

District Name

Rose Marie Joyce, President/Superintendent

Typed Name and Title of Signing Agent

Signature

Date

San Jose/Evergreen Community College District

District Name

Geraldine Evans, Chancellor

Typed Name and Title of Signing Agent

Signature

Date

West Valley-Mission Community College District

District Name

Lois Callahan, Chancellor

Typed Name and Title of Signing Agent

Signature

Date

Foothill-DeAnza Community College District

District Name

Leo E. Chavez, Chancellor

Typed Name and Title of Signing Agent

Signature

Date

Hartnell Community College District

District Name

Edward J. Valeau, President/Superintendent

Typed Name and Title of Signing Agent

Signature

Date

1/7/99

San Mateo County Community College District

District Name

Earl P. Johnson, Chancellor

Typed Name and Title of Signing Agent

Signature

Date

4/27/97

Fremont-Newark Community College District

District Name

Floyd Hogue, Superintendent/President

Typed Name and Title of Signing Agent

Signature

Date

10/27/98