

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Sheriff's Department

BOARD AGENDA # \*B-15

Urgent  Routine

AGENDA DATE June 2, 2009

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of the Agreement Between the California Commission on Peace Officer Standards and Training and Stanislaus County for the Sheriff to Provide Emergency Vehicle Operations Training in Stanislaus County

STAFF RECOMMENDATIONS:

1. Approve the Agreement between Stanislaus County and the California Commission on Peace Officer Standards and Training to provide Emergency Vehicle Operations Training in Stanislaus County.
2. Authorize the Sheriff to sign the agreement on behalf of the County.

FISCAL IMPACT:

The agreement provides that the Sheriff's Department will be reimbursed at a rate of \$445 per sponsored student attending the Basic Academy, up to 120 students per year, for a total reimbursement of up to \$53,400 for Fiscal Year 2009/2010. There is no impact to the General Fund under this agreement.

BOARD ACTION AS FOLLOWS:

No. 2009-366

On motion of Supervisor Chiesa, Seconded by Supervisor Grover

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the Agreement Between the California Commission on Peace Officer Standards and Training and Stanislaus County for the Sheriff to Provide Emergency Vehicle Operations Training in Stanislaus County

**DISCUSSION:**

The Stanislaus County Sheriff's Regional Training Division operates a regional Emergency Vehicle Operations Course. Students attending the Basic Law Enforcement Course are required to participate in emergency vehicle operations training under legislative mandate.

For those students already hired by a law enforcement agency in the state of California and sponsored through the Basic Academy, the California Commission on Peace Officer Standards and Training (P.O.S.T.) provides direct reimbursement to the Training Division for the costs of providing the training, currently at a rate of \$445 per student.

Students not sponsored by a law enforcement agency pay the same rate; only the student makes the payment directly to the Regional Training Division. Based on the number of Basic Academy classes provided per fiscal year, the Sheriff estimates the number of sponsored students at no more than 120.

This authorization allows the Sheriff to continue providing emergency vehicle operations training and to apply for direct reimbursement from P.O.S.T. for the state authorized reimbursement amount for the sponsored students. The benefits of continuing this agreement are better customer service to participating agencies and streamlined processing for the Sheriff's Department.

**POLICY ISSUES:**

Approval of this agreement supports the Board's priority of A safe community and Effective partnerships.

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

|                                     |
|-------------------------------------|
| AGREEMENT NUMBER<br><b>90112120</b> |
| REGISTRATION NUMBER                 |

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Commission on Peace Officer Standards and Training

CONTRACTOR'S NAME

Stanislaus County Sheriff's Department

2. The term of this Agreement is: July 1, 2009 through June 30, 2010

3. The maximum amount of this Agreement is: \$53,400.00  
 Fifty-three Thousand, Four Hundred Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

- |  |               |
|--|---------------|
| Exhibit A – Scope of Work  | -1- page      |
| Exhibit B – Budget Detail and Payment Provisions   | -1- page      |
| Exhibit C* – General Terms and Conditions  | GTC - 307     |
| Check mark one item below as Exhibit D:  |               |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | -1- page      |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions   |               |
| Exhibit E – Additional Provisions  | N/A - page(s) |

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Stanislaus County Sheriff's Department

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

3805 Cornucopia Way, Modesto, CA 95358

**STATE OF CALIFORNIA**

AGENCY NAME

Commission on Peace Officer Standards and Training

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

R.W. Reed, Assistant Executive Director

ADDRESS

1601 Alhambra Boulevard, Sacramento, CA 95816-7083

California Department of General Services Use Only

Exempt per:

**EXHIBIT A  
 (Standard Agreement)**

**SCOPE OF WORK**

1. The Stanislaus County Sheriff's Department, hereafter referred to as Contractor, agrees to provide for the Commission on Peace Officer Standards and Training, hereafter referred to as POST, Emergency Vehicle Operations Course (EVOC) training to qualified law enforcement personnel.
2. Each course presentation shall be in accordance with the Course Outlines, Budgets and Instructor Resumes on file at POST, which are incorporated **by reference** and are hereby made a part of this agreement.
3. Contractor agrees to train up to one hundred twenty (120) students in the EVOC training at per student rate not to exceed **\$445.00**.
4. All students must be full-time law enforcement officers employed with agencies in the POST Reimbursable Program.
5. Upon completion of each presentation Contractor agrees to submit the following before payment will be authorized:
  - A. Course Roster(s); and
  - B. An invoice totaling the number of full-time, on-duty POST reimbursable students who attended the presentation. The invoice also must include the contractor number and the authorized rate of \$445.00 per student for EVOC training.
6. In the event there are not enough students from POST reimbursable agencies to fill any class, the Contractor may opt to fill vacancies with students who are not full-time, on-duty law enforcement officers from POST reimbursable agencies. Contractor may charge a tuition to those students based on the per student rate of \$445.00 for the Driver Training Emergency Vehicle Operations Course.
7. The Project Representatives during the term of this agreement will be:

|                                  |  |
|----------------------------------|--|
| State Agency: Commission on POST | Contractor: Stanislaus County Sheriff's Department |
| Name: John Hardester             | Name: Lieutenant Jim Gordon                        |
| Phone: (916) 227-4870            | Phone: (209) 525-4703                              |
| Fax: (916) 227-4823              | Fax:   |

8. Direct all inquiries to:

|   |  |
|---|--|
| State Agency: Commission on POST                          | Contractor: Stanislaus County Sheriff's Department |
| Section/Unit: Contracts Unit                              | Section/Unit:                                      |
| Attention: Anita Kepley                                   | Attention: Lieutenant Jim Gordon                   |
| Address: 1601 Alhambra Blvd.<br>Sacramento, CA 95816-7083 | Address: 3805 Cornucopia Way<br>Modesto, CA 95358  |
| Phone: (916) 227-3937                                     | Phone: (209) 525-4803                              |
| Fax: (916) 227-3895                                       | Fax:   |

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Commission on POST  
Accounting Section  
1601 Alhambra Boulevard  
Sacramento, CA 95816-7083

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Settlement of Disputes**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by compromise shall be decided by POST, who shall reduce its decision in writing and mail or otherwise furnish a copy thereof to Contractor. Contractor has fifteen (15) calendar days after receipt of such a decision to submit a written protest to POST specifying in detail in what particulars the agreement requirements were exceeded. Failure to submit such a protest within the period specified shall constitute a waiver of any and all right to adjustment in agreement terms and POST's decision shall be final and conclusive. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this agreement, upon receipt of written order from POST to do so.

**2. Amendments**

This agreement may be amended by mutual written consent.

**3. Cancellation Clause**

POST reserves the right to cancel this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to cancel this agreement only if POST should substantially fail to perform its responsibilities as provided herein.

**4. Contractor Evaluation (if applicable)**

In accordance with provisions of the State Administrative Manual, Section 1283, Contractor's performance under this agreement will be evaluated. The evaluation will be prepared by POST within 30 days after completion of the agreement.

**5. Travel**

Travel expenses and per diem related to the services provided under this agreement are subject to prior approval by the POST representative, and shall not exceed the rates paid to State non-represented/excluded employees.

**Rate information may be viewed at [www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm](http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm)**

**6. Subcontracting (if applicable)**

Contractor is expected to perform the work contemplated with the resources available within its own organization. Subcontracting of work pertinent to this Agreement shall be upon prior written consent by POST and subject to the permissive conditions set forth in the State Contracting Manual Section 3.06.

Based on "reasonable effort" to the best of its ability, Contractor warrants, represents and agrees that it and its subcontractors, employees and representative shall at all times comply with all applicable State contracting laws, codes, rules and regulations in the performance of this Agreement.

Contractor shall notify POST immediately upon termination of any such subcontract(s).