

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

DEPT: Sheriff's Department

BOARD AGENDA # *B-17

Urgent

Routine

AGENDA DATE June 29, 2010

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of the Agreement Between the Stanislaus County Sheriff's Office and the Manteca Police Department to Provide California Peace Officer Standards and Training (POST) Certified Emergency Vehicle Operations Course (EVOC) Instructional Staff

STAFF RECOMMENDATIONS:

1. Approve the Agreement between County of Stanislaus and the City of Manteca to provide Peace Officer Standards and Training (POST) certified Emergency Vehicle Operations Course (EVOC) Instructional Staff.
2. Authorize the Chief Executive Officer to sign the Agreement between the County of Stanislaus and the City of Manteca for Staffing at the Stanislaus Regional Training Center on behalf of the County.

FISCAL IMPACT:

The Agreement provides that the Manteca Police Department will supply, as staffing permits, Peace Officer Standards and Training (POST) certified instructors to the Sheriff's Emergency Vehicle Operations Course (EVOC) program. The City of Manteca will pay said instructors their normal salary and will authorize them to participate in the EVOC program during regularly scheduled duty hours. In exchange for their services, the Sheriff's Department will grant the Manteca Police Department one student seat, tuition free, in the Sheriff's Tactical Operation Program, excluding EVOC. The rate of exchange will be (continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-424

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien, and approved by the following vote,

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

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 Stanislaus County Sheriff's Office and the Manteca Police Department to Provide California Peace Officer Standards and Training (POST) Certified Emergency Vehicle Operations Course (EVOC) Instructional Staff

FISCAL IMPACT (continued):

one student seat for each ten-hour instructional workday provided by Manteca Police Department instructors. There is no impact to the General Fund under this agreement.

DISCUSSION:

The Stanislaus County Sheriff's Regional Training Division operates a regional Emergency Vehicle Operations Course (EVOC). Law enforcement personnel in the State of California are legislatively mandated to receive certified driver's training every two years. The California Commission on Peace Officer Standards and Training (POST) certifies the Sheriff's EVOC program.

For active law enforcement students, POST provides direct reimbursement to the student's employing agency for the costs of providing the training, currently at a rate of \$217.00 per student.

The Sheriff's Department currently employs a pool of POST-certified EVOC instructors. Staff is comprised of current county employees and employees performing services under the authority of Personal Service Contracts (PSC). The Sheriff's Department currently is authorized to offer 60 courses per fiscal year with a maximum of 20 students per course. A required student-instructor ratio requires at least four instructors per class.

The Training Division currently operates the Sheriff's Tactical Operations Program (STOP). STOP is an advanced officer training course that satisfies perishable skills, continuing professional training and legislatively mandated training for active law enforcement officers. The Manteca Police Department currently participates in this tuition-based program certified by POST.

This authorization allows the Chief Executive Officer to approve an Agreement covering the period of July 1, 2010 through June 30, 2011, between the County of Stanislaus and the City of Manteca for staffing at the Stanislaus County Regional Training Center (attached) to increase the availability of POST-certified instructors for the EVOC program. In exchange for services rendered, the Sheriff's Department will credit the Manteca Police Department one student seat, tuition free, in the STOP course (excluding EVOC).

The benefits of this agreement include: depth of the instructional pool, breadth of instructional experience, reduction in instructional salary costs and the strengthening of the relationship with an allied law enforcement agency.

Approval of the Agreement Between the Stanislaus County Sheriff's Office and the Manteca Police Department to Provide California Peace Officer Standards and Training (POST) Certified Emergency Vehicle Operations Course (EVOC) Instructional Staff

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.

CONTACT INFORMATION:

Sergeant Tom Lawrence, (209) 525-7261.

**AGREEMENT BETWEEN THE COUNTY OF STANISLAUS AND
THE CITY OF MANTECA FOR STAFFING AT
THE STANISLAUS COUNTY REGIONAL TRAINING CENTER**

THIS AGREEMENT, made and entered into in the City of MANTECA, State of California, this 1st day of July, 2010, by and between the CITY OF MANTECA, a municipal corporation of the State of California, hereinafter referred to as "City", and the COUNTY OF STANISLAUS, hereinafter referred to as "COUNTY".

This Agreement is made with regard to the following recitals:

A. COUNTY would like to partner with agencies from the eight county region to provide staffing at the Stanislaus County Regional Training Center, Emergency Vehicle Operations Course Program, hereinafter referred to as "EVOC".

B. City is willing to assign Police Officers certified by the California Commission on Peace Officer Standards and Training (POST) to serve as EVOC Instructors for presentations offered by the Stanislaus County Regional Training Center.

NOW, THEREFORE, in consideration of this agreement, and the mutual promises, covenants, and stipulations hereinafter contained, the parties agree as follows:

1. **SCOPE OF SERVICES.**

City will assign Police Officers to perform the services of EVOC Instructors for the Stanislaus County Regional Training Center in accordance with the requirements as set forth in Exhibit "A." attached and incorporated herein by this reference.

2. **TERM OF AGREEMENT.**

The term of this Agreement will commence on July 1, 2010, until June 30, 2011, unless terminated earlier in accordance with the provisions of the termination clause in this Agreement.

3. **COMPENSATION.**

COUNTY agrees to credit the City one (1) student seat in the Sheriff's Tactical Operations Program (excluding EVOC), for each ten (10) hour instructional day as full remuneration for performing the services called for in Exhibit "A".

4. **AMENDMENTS.**

Both parties to this Agreement understand that it may become desirable or necessary during the performance of this Agreement, for City or COUNTY to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be negotiated by the parties and the change shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

5. **INDEPENDENT CONTRACTOR.**

All acts of City, its agents, officers, and employees and all others acting on behalf of COUNTY relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of COUNTY. City and COUNTY, by virtue of this Agreement, have no authority to bind or incur any obligation on behalf of the other. COUNTY has no authority or responsibility to exercise any rights or power

vested in the City. No agent, officer, or employee of COUNTY or City is to be considered an employee of the other. It is understood by both COUNTY and City that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

COUNTY and City, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of the other.

COUNTY shall determine the method, details and means of performing the work and services to be provided under this Agreement. The City shall determine all terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law.

As an independent contractor, City hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by the police officer that an employer-employee relationship exists by reason of this Agreement.

6. **ASSIGNMENT.**

Neither this Agreement nor any portion thereof shall be subcontracted or assigned without the express prior written consent of the COUNTY in each and every instance.

7. **NOTICES.**

Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or five (5) days

after delivery into the United States mail if delivery is by postage paid registered or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time.

FOR COUNTY:

Stanislaus County Board of Supervisors
Tenth Street Place, Sixth Floor, Suite 6300
1010 Tenth Street
Modesto, CA 95354

Stanislaus County Sheriff's Department
250 E. Hackett Road
Modesto, CA 95355

FOR CITY:

Manteca City Council
City Hall
1001 W. Center Street
Manteca, CA 95337

Manteca Police Department
Offices of the Chief of Police
1001 W. Center Street
Manteca, CA 95337

8. COMPLIANCE WITH LAWS

Each party shall ensure compliance with all safety and hourly requirements for its employees, in accordance with federal, state, and county safety and health regulations and laws. Both parties shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

9. INSURANCE REQUIREMENTS.

CITY shall provide at its own expense and maintain at all times Worker's Compensation Insurance in compliance with the statutes of the State of California, plus employer's liability with a minimum limit of liability of \$500,000. with insurance companies

licensed in the State of California and shall provide evidence of such insurance to the COUNTY as may be required by the Risk Manager of the COUNTY. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the COUNTY by certified mail, return receipt requested, for all of the stated insurance policies.

10. **TERMINATION OF AGREEMENT.**

Termination by City for Default of COUNTY

Should COUNTY default in the performance of this Agreement or materially breach any of its provisions, at its option, City may terminate this Agreement by giving written notification to COUNTY. The termination date shall be the effective date of the notice. (For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to furnish student seat for services rendered.

Termination by COUNTY for Default of City

Should City default in the performance of this Agreement or materially breach any of its provisions, at its option, COUNTY may terminate this Agreement by giving written notice to City. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with COUNTY, willful destruction of COUNTY'S property by City, dishonesty or theft.

Voluntary Termination

The parties may voluntarily terminate this contract by providing thirty (30) days written notice to the other.

In the Event of Termination

If this Agreement is terminated pursuant to this Paragraph, City shall cease all its work on the project and terminate any and all services provided to COUNTY as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work.

11. **INDEMNITY.**

COUNTY, its agents, officers and employees shall defend, indemnify, and hold harmless City, its agents, officers, and employees from and against all claims, damages, losses, judgment, liabilities, expenses, and other costs including litigation costs and attorney's fees from every cause, including but not limited to injury to person or property or wrongful death arising directly or indirectly out of any act or omission of COUNTY.

12. **ENTIRE AGREEMENT.**

This Agreement and its exhibits contain the entire understanding between COUNTY and City. All previous proposals, offers and communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement. No future waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by all the parties.

13. **PARTIAL INVALIDITY.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

14. **WAIVER.**

The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

15. **GOVERNING LAW.**

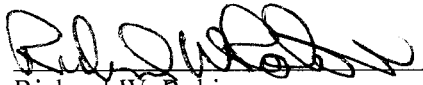
This Agreement shall be governed according to the laws of the State of California.

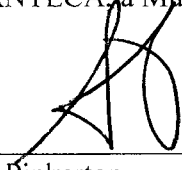
16. **COMPLIANCE WITH LAWS.**

Each party shall insure compliance with all safety and hourly requirements for its employees, in accordance with federal, state, and county safety and health regulations and laws. Both parties shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

COUNTY OF STANISLAUS

CITY OF MANTECA, a Municipal Corporation

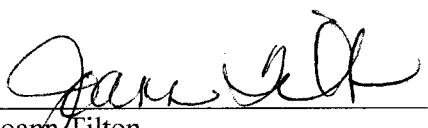
By: 
Richard W. Robinson
Chief Executive Officer

By: 
Steve Pinkerton
City Manager

APPROVED AS TO CONTENT:

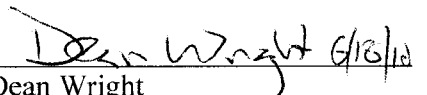
ATTEST:

By: 
Adam Christianson
Sheriff

By: 
Joann Tilton
City Clerk

APPROVED AS TO FORM:
John P. Doering, County Counsel

APPROVED AS TO FORM:

By: 
Dean Wright
Deputy County Counsel

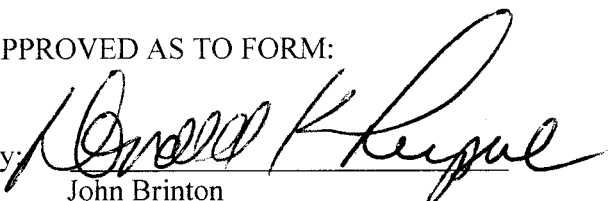
By: 
John Brinton
Manteca City Attorney

Exhibit "A"

SCOPE OF SERVICES

The City of Manteca shall provide services to COUNTY as follows:

Basic Services

City of Manteca will provide basic services ("Basic Services") from July 1, 2010, to June 30, 2011, to COUNTY in regards to the operational component of the TRAINING CENTER. The Basic Services will consist of providing designated POST-certified EVOC Instructors who will assist in delivering training presentations.

Specific Responsibilities of EVOC Instructors

All training staff has the responsibility to exemplify the core competencies expected of students. Training policy mandates all personnel exemplify the high standards of law enforcement professionals through appearance, demeanor, language and professionalism.

The primary responsibilities of EVOC staff includes:

1. Demonstrating strong ethical and moral character.
2. Demonstrating good reasoning, job knowledge, problem-solving, ethics, human relations, communication and physical skills.
3. Instructing and supervising training in the area of Emergency Vehicle Operations.
5. Ensuring the safety and well being of the student throughout training.
6. Maintaining a safe, clean and professional training environment.
7. For day-to-day operations, Instructors serve under the direction of the EVOC Coordinator and Training Manager.

COMPENSATION.

COUNTY agrees to credit the City one (1) student seat in the Sheriff's Tactical Operations Program (excluding EVOC), for each ten (10) hour instructional day as full remuneration for performing the services