

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

DEPT: Sheriff's Department

BOARD AGENDA # \*B-13

Urgent

Routine

AGENDA DATE October 11, 2011

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval for the Sheriff to Enter into an Agreement with the State of California, Commission on Peace Officer Standards and Training to Provide Emergency Vehicle Course Training

STAFF RECOMMENDATIONS:

Authorize the Sheriff to execute the State of California, Commission on Peace Officer Standards and Training (POST) Standard Agreement to provide emergency vehicle course training to qualified law enforcement personnel.

FISCAL IMPACT:

Upon execution of the POST Standard Agreement the Sheriff's Department agrees to train up to one hundred (100) students in the four-hour Driving Simulator Course at a per student rate of \$79, not to exceed the total amount of \$7,900. The Department will be reimbursed by POST for up to 100 students who are full-time law enforcement officers employed with agencies in the POST Reimbursable Program. In the event there are not enough students from POST reimbursable agencies to fill any class, the Sheriff (continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-626

On motion of Supervisor DeMartini, Seconded by Supervisor Withrow

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval for the Sheriff to Enter into an Agreement with the State of California, Commission on Peace Officer Standards and Training to Provide Emergency Vehicle Course Training

**FISCAL IMPACT (continued from page 1):**

may opt to fill vacancies with other students, charging tuition to those students based on the authorized rate of \$79 per student. The cost for the instructors is already included in the Emergency Vehicle Operations Course (EVOC) Adopted Proposed Budget for Fiscal Year 2011-2012; there is no impact to the General Fund. The rate of reimbursement from POST has decreased from the \$83 per student from last fiscal year's contract.

**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. This includes a four-hour instructional course provided on law enforcement driving simulators.

The Sheriff's Office received four Law Enforcement Driving Simulators (LEDS) in Fiscal Year 2010-2011 for the purpose of law enforcement training. A Driving Simulator Use and Operations Agreement was approved by the Board on June 22, 2010, and executed by the Sheriff upon receipt of the simulators. The agreement outlines the specific storage, safekeeping and structural guidelines of the driving simulator program and stipulates procedural requirements including maintaining POST certification for the instructional program, identifying priority students for training and describing the State's rights to remove/suspend the simulator program for cause. The purpose of the LEDS program is as follows:

- a) Improve officers' judgment and decision-making skills in emergency response scenarios.
- b) Practice appropriate safe driving tactics while engaged in emergency driving.
- c) Experience the consequences of driving behavior.
- d) Maintain appropriate coordination and communication with other officers involved in multiple-unit pursuits or emergency driving situations.
- e) Improve judgment and decision making skills of officers and supervisors during pursuit situations.

The POST Standard Agreement outlines the scope of work in relation to training provided by the Sheriff's Department. The Sheriff's Department would be authorized to train no more than 100 students during Fiscal Year 2011-2012. The student tuition rate would be capped at \$79 per student. Specific ratios of outside agency students versus contractor agency students are

Approval for the Sheriff to Enter into an Agreement with the State of California, Commission on Peace Officer Standards and Training to Provide Emergency Vehicle Course Training

**DISCUSSION** (continued):

described in the Agreement.

**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. The county currently employs driver's training instructors.

**CONTACT PERSON:**

Jason Cook, Deputy Sheriff, Telephone: (209) 567-4460

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER

**11112323**

REGISTRATION NUMBER

**EP 1181306**

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, 2011** through **June 30, 2012**

3. The maximum amount of this Agreement is: **\$7,900.00**  
**Seven Thousand, Nine 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	-2- pages
Exhibit B – Budget Detail and Payment Provisions	-1- page
Exhibit C* – General Terms and Conditions	GTC - 610
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)

**10/14/11**

PRINTED NAME AND TITLE OF PERSON SIGNING

**Adam E. Christianson, Sheriff-Coroner**

ADDRESS

**250 East Hackett Road, Modesto, CA 95358**

**STATE OF CALIFORNIA**

AGENCY NAME

**Commission on Peace Officer Standards and Training**

BY (Authorized Signature)

DATE SIGNED (Do not type)

**10-29-11**

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: **SCM § 4.04 5. b.**

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

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, course training to qualified law enforcement personnel as indicated below:

1. Each course presentation shall be in accordance with the Course Outlines, Budgets and Resumes on file at POST, which are incorporated **by reference** and are hereby made a part of this agreement.
2. Contractor agrees to train up to:
  - One Hundred (100) students in the four-hour Driving Simulator Course at a per student rate of \$79.00 and shall not exceed the total amount of **\$7,900.00**.
3. All students must be full-time law enforcement officers employed with agencies in the POST Reimbursable Program.
4. 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 should include the authorized rate per student, as referenced above for the Driving Simulator course training.
5. 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 tuition to those students based on the authorized rate per student, as referenced above, for the Driving Simulator course training.
6. Contractor is required to schedule courses that offer fifty percent (50%) of the training seats called for in the contract to outside agencies – meaning training for students who are not employees of the contractor's agency.
7. Any seats left unfilled designated for outside agencies within thirty (30) days of the course start date may be filled with the agency contractor's personnel
8. Should the number of the contracting agency's personnel trained reach seventy-five percent (75%) of the contracted number of trainees designated in the agreement; the agency contractor will not receive further payment for training their own officers for the remainder of the agreement.

**EXHIBIT A  
(Standard Agreement)**

9. The POST Program Manager has the authority to transfer funds between categories of expenditures where there is a demonstrated need to meet program goals.
10. Direct inquiries concerning the program to the Program Managers indicated below:

State Agency: Commission on POST	Contractor: Stanislaus County Sheriff's Department
Name: Cliff Peppers	Name: Jason Cook
Phone: (916) 227-4887	Phone: (209) 567-4460
Fax: (916) 227-4011	Fax:

11. Direct inquiries concerning the processing of this agreement to:

State Agency: Commission on POST	Contractor: Stanislaus County Sheriff's Department
Section/Unit: Contracts Unit	Section/Unit:
Attention: Heather Camp	Attention: Jason Cook
Address: 1601 Alhambra Boulevard Sacramento, CA 95816-7083	Address: 250 East Hackett Road Modesto, CA 95358
Phone: (916) 227-3937	Phone: (209) 567-4460
E-Mail: <a href="mailto:heather.camp@post.ca.gov">heather.camp@post.ca.gov</a>	E-Mail: <a href="mailto:cookj@stanislaussheriff.com">cookj@stanislaussheriff.com</a>

**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**

Either party may cancel this agreement upon thirty (30) days prior written notice.

**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).