

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

DEPT: Sheriff 

BOARD AGENDA # *B-5

Urgent Routine

AGENDA DATE March 10, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval for the Sheriff to Sign an Agreement with the State of California, Commission on Peace Officer Standards and Training to Provide Emergency Vehicle Course Training in the Basic Academy

STAFF RECOMMENDATIONS:

Authorize the Sheriff to sign the State of California, Commission on Peace Officer Standards and Training (POST) Standard Agreement including any extensions, or amendments to provide emergency vehicle course training to qualified law enforcement personnel in the Basic Academy.

FISCAL IMPACT:

The agreement provides that the Sheriff's Department will be reimbursed at a rate of \$1,000 per sponsored student attending the Basic Academy, up to 90 students per year, for a total reimbursement of up to \$90,000 for Fiscal Year 2014-2015. There is no impact to the General Fund under this agreement.

BOARD ACTION AS FOLLOWS:

No. 2015-94

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

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

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:

ATTEST: 
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval for the Sheriff to Sign an Agreement with the State of California, Commission on Peace Officer Standards and Training to Provide Emergency Vehicle Course Training in the Basic Academy

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 (POST) provides direct reimbursement to the Training Division for the costs of providing the training, currently at a rate of \$1,000 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 90.

This authorization allows the Sheriff to continue providing emergency vehicle operations training and to apply for direct reimbursement from POST for the state authorized reimbursement amount for the sponsored students should the Department begin to offer the POST Basic Academy. On January 12, 2010 the Board of Supervisors approved an Agenda Item to temporarily suspend the operations of the Peace Officers Standards and Training (POST) Academy due to declining enrollment and a reduction of sponsored students. As the Sheriff works toward the reinstatement of the POST Academy, the Department is required to enter into an agreement with the State in order to receive reimbursement for the Emergency Vehicle Course Training.

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 PERSON:

Lieutenant Brandon Kiely, (209) 567-4408

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

AGREEMENT NUMBER 14112120
REGISTRATION NUMBER

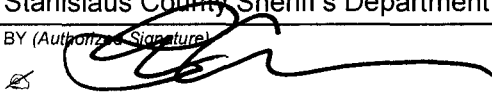
- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME	Commission on Peace Officer Standards and Training
CONTRACTOR'S NAME	Stanislaus County Sheriff's Department
- The term of this Agreement is: July 1, 2014 through June 30, 2015
- The maximum amount of this Agreement is: \$90,000.00
Ninety Thousand Dollars
- 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 A, Attachment 1 – Course Outline	-5- 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

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

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
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) 3/12/15	
PRINTED NAME AND TITLE OF PERSON SIGNING ADAM CHRISTIANSON SHERIFF-CORDNER		
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) 4-24-15	
PRINTED NAME AND TITLE OF PERSON SIGNING Stephanie Scofield, Assistant Executive Director		
ADDRESS 860 Stillwater Road, West Sacramento, CA 95605		

**EXHIBIT A
 (Standard Agreement)**

SCOPE OF WORK

1. The Stanislaus County Sheriff's Department (Contractor) agrees to present for the Commission on Peace Officer Standards and Training (POST), the following training course(s) to qualified law enforcement personnel:

a. Emergency Vehicle Operations Course (EVOC):

The Regular Basic Course (academy) is the entry-level training requirement for California peace officers employed by a POST-certified agency. Academy presentation of the Regular Basic Course curriculum is intermittent and based upon the staffing needs of the region or agency. The Regular Basic Course is delivered in an instructional sequence which is divided into 42 individual topics, one (1) of which is the Emergency Vehicle Operations Course (EVOC) training.

Academy will devote a minimum of 40 hours to EVOC instruction in accordance with the course outline incorporated herein Exhibit A, Attachment I. This training is designed to show peace officers the importance of defensive driving principles and techniques in order to develop safe driving habits.

- 90 students in the Emergency Vehicle Operations Course (EVOC) training not to exceed **\$90,000.00.**

2. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.

3. 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.

4. Students attending the course who are non-reimbursable under POST regulations shall be charged applicable course tuition by the Contractor. Prior to submission of an invoice to POST, Contractor shall deduct, from the total sum, the amount collected for tuition. The invoice shall clearly reflect where the collected tuition has been deducted. Invoices for payment shall be submitted in accordance with the terms specified in Exhibit B, Budget Detail and Payment Provisions.

5. Direct inquiries concerning the program to the Program Managers indicated below:

State Agency: Commission on POST	Contractor: Stanislaus County Sheriff's Department
Name: Maria Sandoval	Name: Lt. Jim Gordon

6. 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: Patti Kaida	Attention: Lt. Jim Gordon
Address: 1601 Alhambra Blvd. Sacramento, CA 95816-7083	Address: 3805 Cornucopia Way Modesto, CA 95358

**EXHIBIT A, ATTACHMENT I
SPECIFICATIONS FOR EMERGENCY VEHICLE OPERATIONS COURSE**

The Regular Basic Course (academy) is the entry-level training requirement for California peace officers employed by a POST-certified agency. The average length of the Regular Basic Course is 1000 hours. The Regular Basic Course is delivered in an instructional sequence which is divided into 42 individual topics, one of which is the Emergency Vehicle Operations Course (EVOC). Each academy is required by POST to devote a minimum of 40 hours specifically to EVOC instruction. Academy presentation of the Regular Basic Course curriculum is intermittent and based upon the staffing needs of the region or agency.

I. LEARNING NEED

Peace officers need to know the importance of defensive driving principles and techniques in order to develop safe driving habits.

LEARNING OBJECTIVES

- A. Determine a safe distance when following another vehicle
- B. Identify the effect of speed on a driver's peripheral vision
- C. Discuss how reaction time lapse affects vehicle stopping distance
- D. Demonstrate appropriate actions to prevent collisions when entering intersections
- E. Recognize potential hazards of freeway driving and appropriate actions to prevent collisions
- F. Demonstrate appropriate actions to prevent collisions when operating a vehicle in reverse
- G. Demonstrate the importance and proper use of safety belts in a law enforcement vehicle
- H. Identify physiological and psychological factors that may have an effect on an officer's driving
- I. Identify hazards of varied road conditions
- J. Discuss the requirements for a vehicle inspection
- K. Demonstrate proper techniques for coping with distractions unique to operating a law enforcement vehicle

II. LEARNING NEED

Peace officers must recognize that emergency response (Code 3) driving demands a high level of concentration and instant reactions.

LEARNING OBJECTIVES

- A. Identify the objectives of emergency response driving
- B. Recognize the statute governing peace officers when operating law enforcement vehicles in the line of duty
 - 1. Rules of the road
 - 2. Liability
- C. Explain the importance of agency-specific policies and guidelines regarding emergency response driving
- D. Identify the statutory responsibilities of non-law enforcement vehicle drivers when driving in the presence of emergency vehicles operated under emergency response conditions
- E. Demonstrate the use of emergency warning devices available on law enforcement vehicles
- F. Identify factors that can limit the effectiveness of a vehicle's emergency warning devices
- G. Demonstrate the use of communication equipment
- H. Identify the effects of siren syndrome
- I. Recognize guidelines for entering a controlled intersection when driving under emergency response conditions.

III. LEARNING NEED

All officers who operate law enforcement emergency vehicles must recognize that even though the purpose of pursuit driving is the apprehension of a suspect who is using a vehicle to flee, the vehicle pursuit is never more important than the safety of officers and the public.

LEARNING OBJECTIVES

- A. Identify the requirements of Penal Code Section 13519.8
- B. Recognize the risk to officer/public safety versus the need to apprehend
- C. Discuss common offensive intervention tactics
- D. Recognize conditions that could lead to the decision to terminate a vehicle pursuit

IV. LEARNING NEED

Peace officers must be proficient in the operation of the vehicle and know the dynamic forces at work. Proper steering control, throttle control, speed judgment, and brake use enhances driving expertise.

LEARNING OBJECTIVES

- A. Distinguish between longitudinal and lateral weight transfer
- B. Demonstrate the ability to mitigate the effects of spring loading
- C. Demonstrate proper techniques for two-handed shuffle steering
- D. Demonstrate proper throttle control
- E. Demonstrate proper roadway position and the three essential reference points of a turning maneuver
- F. Explain the primary effects speed has on a vehicle in a turning maneuver
- G. Demonstrate proper braking methods
- H. Distinguish between and describe the causes of the following types of vehicle skids:
 - 1. Understeer skid
 - 2. Oversteer skid
 - 3. Locked-wheel skid
 - 4. Acceleration skid
- I. Identify the causes and contributing factors of vehicle hydroplaning

V. REQUIRED TESTS

- A. The POST-Constructed Knowledge Test on the learning objectives in Domain #19.
- B. The POST-Constructed Comprehensive Mid-Course Proficiency Test.
- C. The POST-Constructed Comprehensive End-of-Course Proficiency Test.
- D. The POST-Constructed Comprehensive Module III End-of-Course Proficiency Test.
- E. The POST-Constructed Comprehensive Module II End-of-Course Proficiency Test.
- F. The POST-Constructed PC 832 Arrest Written Test.
- G. The POST-Constructed Comprehensive Test for the Requalification Course.

Exercise testing is mandated and regulated by POST Commission Procedure D-1, which states:

Academies/presenters shall provide the following to students who fail a required exercise test on the first attempt

- An opportunity to review their test results
- A reasonable amount of time, as determined by the academy/presenter, to prepare for a retest
- An opportunity to be tested on the failed test, if the student fails the second test, the student fails the course

Required exercise testing for each format of the basic course is set forth in the Training and Testing Specifications (TTS). The student is required to successfully pass each exercise test outlined below for the specific course of instruction the student is enrolled in.

VEHICLE OPERATIONS SAFETY

All vehicle operations exercise testing must be conducted under written academy/presenter safety procedures and or protocols established in accordance with the POST safety guidelines. Students are required to comply with every aspect of presenter safety procedures and or protocols during vehicle operations training and testing.

- H. An **exercise test** that requires the student to drive a law enforcement vehicle and demonstrate the ability to maintain control of the vehicle while it is skidding.

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Judgment/Decision making
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Speed Judgment
7. Control of Weight Transfer
8. Skid Control

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

- I. An **exercise test** that requires the student to drive a law enforcement vehicle and demonstrate the ability to safely drive and control the vehicle while operating under emergency response (Code 3) conditions.

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Judgment/Decision making
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Speed judgment
7. Roadway Positioning
8. Operating Associated Equipment

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

- J. An **exercise test** that requires the student to drive a law enforcement vehicle and demonstrate the ability to safely drive and control the vehicle while operating under vehicle pursuit situations.

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Judgment/Decision making
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Speed Judgment
7. Roadway Positioning
8. Operating Associated Equipment

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

- K. An **exercise test** that requires the student to drive a law enforcement vehicle and demonstrate a collision avoidance technique.

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Judgment/Decision making
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Speed Judgment
7. Control of Weight Transfer

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

- L. An **exercise test** that requires the student to drive a law enforcement vehicle and demonstrate a series of slow speed precision driving maneuvers.

The slow speed precision driving maneuvers must include at least **three (3) maneuvers** contained in the Emergency Vehicle Operations Course Instructor Manual. The instructor manual slow speed maneuvers are listed as follows:

Turn around	Angled driveway
Off set lane	Steering course
Steering (forward and reverse)	Reverse driving
Chicane	"Y" driveway
"T" Driveway	Forward/Reverse driving
Parallel parking	Vehicle Control
Cul-De-Sac u-turn	Braking in a turn
Bootleg Turn	

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Judgment/Decision making
3. Braking Techniques(s)
4. Steering Technique(s)
5. Throttle Control
6. Speed Judgment
7. Vehicle Placement
8. Backing
9. Roadway Positioning

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

VI. REQUIRED LEARNING ACTIVITIES

- A. The student will participate in a learning activity that requires the student to brake suddenly and engage the Anti-lock Braking System (ABS).
- B. The student will participate in one or more learning activities from the POST-developed Instructor's Guide to *Learning Activities for Leadership, Ethics and Community Policing (December 2005)* or other comparable sources regarding vehicle operations. At a minimum, each activity, or combination of activities must address the following topics:
 - 1. Use of critical thinking and decision making to balance the apprehension of violators against the obligation to drive safely, tactically and responsibly
 - 2. Effects of personal attitudes on emergency or pursuit driving and the interests of public safety
 - 3. Community expectations that officers should be exemplary drivers
 - 4. Accountability as it relates to officer actions during vehicle operation

VII. HOURLY REQUIREMENTS

Students shall be provided with a minimum number of instructional hours on vehicle operations. This instruction is designed to satisfy the requirements for law enforcement high-speed vehicle pursuit training as required in Penal Code Section 13519.8.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The total amount POST may pay the Contractor under this Agreement for services satisfactorily rendered, and upon receipt and approval of the invoices, shall not exceed the Contract Amount of \$90,000.00, as set forth in this Exhibit.

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor at the end of each course, a per student rate, for the actual number of reimbursable students attending the course:

EVOC at a per student rate of \$1000.00.
(Estimated number of reimbursable students = 90 x \$1,000.00 = \$90,000.00)

- B. Upon completion of each presentation, Contractor agrees to submit the following before payment will be authorized:

- Agreement Number
- Course Title
- Course Roster/s
- An invoice totaling the number of full-time, on-duty POST reimbursable students who attended the presentation.
- Authorized rate per student
- Dates of Course presented

Invoices 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 C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**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 furnish a copy 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 for time, scope, or increase/decrease of funds by mutual written consent by the parties hereto.

3. Cancellation Clause

POST reserves the right to cancel this agreement subject to 30 days written notice to Contractor.

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.