

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

DEPT: Sheriff's Department

BOARD AGENDA # \*B-11

Urgent

Routine

AGENDA DATE June 22, 2010

CEO Concurs with Recommendation YES  NO

(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of the State of California, Commission on Peace Officer Standards and Training Standard Agreement and Driving Simulator Use and Operation Agreement to Receive, House and Operate State-Owned Driving Simulators

STAFF RECOMMENDATIONS:

1. Authorize the Sheriff to execute the State of California, Commission on Peace Officer Standards and Training (POST) Standard Agreement for the acceptance of four Law Enforcement Driving Simulators.
2. Authorize the Sheriff to execute the State of California, Commission on Peace Officer Standards and Training (POST) Driving Simulator Use and Operation Agreement to act as the training contractor for the Law Enforcement Driving Simulators.

FISCAL IMPACT:

The agreements provide that the California Commission on Peace Officer Standards and Training (POST) will provide four law enforcement driving simulators to the Stanislaus County Sheriff's Department. The Sheriff's Department will accept, house, and maintain the driving simulators. The simulators will remain the property of POST. The Sheriff's Department will also be responsible for coordinating and providing training to law enforcement personnel. The simulators come with a five-year all-inclusive warranty.  
(continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-382

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith  
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:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the State of California, Commission on Peace Officer Standards and Training  
Standard Agreement and Driving Simulator Use and Operation Agreement to Receive, House and  
Operate State-Owned Driving Simulators

**FISCAL IMPACT (continued):**

The Sheriff's Department will be authorized to train no more than 100 students during Budget Year 2010-2011. The student tuition rate would be capped at \$83.38 per student and shall not exceed the total amount of \$8,338 in revenue. The cost of the instructors is already included in the Emergency Vehicle Operations Course (EVOC) proposed budget for Budget Year 2010-2011.

**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 was selected by POST to participate in the Law Enforcement Driving Simulator program (LEDS). POST will provide, at no charge to the County, driving simulators for law enforcement training purposes. 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 Driving Simulator Use and Operations Agreement (attached) outlines the specific storage, safekeeping and structural guidelines of the driving simulator program. It authorizes the Sheriff to accept the simulators on loan from the State. The agreement stipulates procedural requirements including: maintaining POST certification for the instructional program, identifies priority students for training and describes the State's rights to remove/suspend the simulator program for cause.

The Standard Agreement (attached) 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 Budget Year 2010-2011. The student tuition rate would be capped at \$83.38 per student. Specific ratios of outside agency students versus contractor agency students are described in the Agreement.

Approval of the State of California, Commission on Peace Officer Standards and Training Standard Agreement and Driving Simulator Use and Operation Agreement to Receive, House and Operate State-Owned Driving Simulators

This authorization allows the Sheriff to sign the Driving Simulator Use and Operation Agreement and the Contractor's Agreement with POST.

The benefits of these agreements include: the availability and use of cutting-edge driving simulators, the opportunity to expand the EVOC program and strengthen regional partnerships, and the possibility of increased revenue for the Sheriff's Training Center.

**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 INFORMATION:**

Sergeant Tom Lawrence, Sheriff's Training Division, (209) 525-7261.

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

AGREEMENT NUMBER <b>00112323</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, 2010 through June 30, 2011

3. The maximum amount of this Agreement is: \$8,338.00  
 Eight Thousand, Three Hundred Thirty-eight 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 - 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

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)

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.**

APPROVED AS TO FORMS  
 STANISLAUS COUNTY COUNSEL

BY

**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 \$83.38 and shall not exceed the total amount of **\$8,338.00**.
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 contractor 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: Mike Cook
Phone: (916) 227-4887	Phone: (209) 525-4704
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: Anita Kepley	Attention: Mike Cook
Address: 1601 Alhambra Boulevard Sacramento, CA 95816-7083	Address: 250 East Hackett Road Modesto, CA 95358
Phone: (916) 227-3937	Phone: (209) 525-4704
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**

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).



**DRIVING SIMULATOR USE AND OPERATION AGREEMENT**

The following represents terms by which the undersigned Training Presenter agrees to house and operate Law Enforcement Driving Simulators (LEDS) provided to the Training Presenter by the Commission on Peace Officer Standards and Training (POST).

1. The Training Presenter agrees to accept, house and maintain the LEDS and related equipment provided by POST. The Training presenter understands the equipment comes from the manufacturer with an all inclusive five-year warranty, excluding intentional abuse.
2. The Training Presenter agrees to provide in-service and/or basic training to California peace officers as directed by the **POST LEDS/Regional Skills Center Program Manager**.
3. The Training Presenter agrees to provide safe, dedicated, secure facilities to house the simulators and present training, and to provide a classroom area adjacent to the systems. The site shall be ready for installation upon arrival of the equipment.
4. The Training Presenter agrees that POST assumes no liability for injuries or harm that might come to students being trained with the LEDS equipment. Further the Training Presenter agrees to carry appropriate liability insurance for such training, to follow appropriate safety procedures, and to exercise risk management practices to avoid injuries to trainees.
5. The Training presenter agrees that POST assumes no liability or responsibility or the repair or replacement of the LEDS and associated equipment that results from improper use, abuse, or damage that occurs while the equipment is in the possession of the Training Presenter.
6. The Training Presenter understands that the LEDS are the sole property of POST and agrees to notify POST immediately of any plans to move the LEDS from the original location. The Training Presenter agrees that POST may remove the LEDS from the Training Presenter's possession with 30 days notice, if in the sole judgment of POST the LEDS are not used in the best interest of California law enforcement or consistent with the provisions of this agreement.
7. In the event the Training Presenter chooses to no longer present LEDS training, or if POST decides to remove the equipment, POST shall have up to 90 days to remove the equipment from the date of either party's notice.
8. The Training Presenter understands that POST may enter into separate training contracts with the Training Presenter regarding specific services that in POST's sole judgment are in the best interest of California law enforcement.
9. The Training Presenter understands that California peace officers and/or basic academy trainees are the primary and priority trainees for the LEDS equipment provided by POST. However, POST recognizes the value of instructors maintaining their teaching skills through frequent instruction. POST further recognizes that instruction of non-peace officers may generate revenue that helps reduce the cost of peace officer training. Therefore, with the prior approval of the **POST LEDS/Regional Skills Center Program Manager** - on a case by case basis - some non-peace officer training may be allowed.

10. The Training Presenter, if not already certified to present LEDS training, agrees to apply for POST-certification to present in-service training and must request a certification review within 60 days of equipment delivery.
11. The Training Presenter agrees to specific curriculum, instructor to student ratios; and simulator to student ratios as directed by the **POST LEDS/Regional Skills Center Program Manager**. The Training Presenter further agrees to obtain instructor training for those teaching LEDS, or LEDS-combination, courses as directed by the **POST LEDS/Regional Skills Center Program Manager**.
12. The Training Presenter agrees to use POST-approved scenarios in the simulator training programs.
13. The Training Presenter agrees to actively participate in the regular meetings for the POST LEDS users.
14. The Training Presenter agrees to cooperate with POST in collecting data for on-going evaluation of the effectiveness of the LEDS programs.
15. The Training Presenter agrees to provide a phone and Internet connection to the simulator room to provide the vendor access to the system for diagnostics and repair. The Internet service is further required for communications between POST and the Training Presenter.
16. The Training Presenter agrees the objectives of the LEDS training program include, but are not limited to:
  - a. Improving peace officer judgment and decision-making skills in emergency response situations and in normal driving situations.
  - b. Improving judgment and decision-making skills of peace officers and their supervisors during pursuit situations, which include determining when it is appropriate to initiate and terminate a pursuit and ensuring that peace officers are able to successfully perform the roles of primary and secondary units.
  - c. Maintaining appropriate coordination and communication with other peace officers involved in multiple-unit pursuits, emergency driving, and non-emergency situations.
  - d. Practice appropriate safe driving while engaged in emergency driving.
  - e. Experiencing the consequences of driving behavior.

17. We, STANISLAUS CO. SHERIFF, do hereby accept and take custody of the following POST LEDS and related equipment -- Serial numbers and description

Component	Serial #	Component	Serial #	Component	Serial #
Instr. Station 1	06099	Instr. Station 2		Trailer 1	
Simulator 1	06100	Simulator 5		Trailer 2	
Simulator 2	06101	Simulator 6			
Simulator 3	06102	Simulator 7		Generator	
Simulator 4	06103	Simulator 8		(for South	
42" monitor 1	06104	42" monitor 2		Bay only)	

As the authorized representative of the STANISLAUS CO. SHERIFF, I hereby agree to operate the POST LEDS equipment according to the terms and conditions detailed above.

Signed 

Dated 08/10/2010

Approved by   
**POST LEDS/Regional Skills Center Program Manager**

Dated 08/16/10