

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

DEPT: Sheriff

BOARD AGENDA # *B-8

Urgent

Routine

AGENDA DATE August 18, 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

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.

FISCAL IMPACT:

Upon execution of the POST Standard Agreement the Sheriff's Department agrees to train up to forty (40) students in the four-hour Driving Simulator Course at a per student rate of \$92 for students not employed by the contract agency or eighty (80) students at a per student rate of \$46 for students employed by the contract agency or a combination thereof, not to exceed the total amount of \$3,680.

Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2015-389

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, 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.

FISCAL IMPACT(Continued):

The Department will be reimbursed by POST for up to eighty (80) 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 may opt to fill vacancies with other students, charging tuition to those students based on the authorized rate of \$92 per student. The cost for the instructors and the anticipated revenue was included in the Driver Training Program Proposed Budget for Fiscal Year 2015-2016; there is no additional impact to the General Fund.

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 drivers 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 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.

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.

The POST Standard Agreement outlines the scope of work in relation to training provided by the Sheriff's Department. The Sheriff would be authorized to train no more than 80 students during Fiscal Year 2015-2016. The student tuition rate would be capped at \$92 per student for students not employed by the contract agency (Sheriff's Department) or \$46 for students employed by the contract agency. Specific ratios of outside agency students versus contractor agency students are described in the Agreement.

POLICY ISSUES:

Approval of this agreement to provide emergency vehicle course training supports the Board's priority of A Safe Community and Effective Partnerships.

STAFFING IMPACTS:

There is no staffing impact associated with this item. The County currently employs drivers training instructors.

CONTACT INFO:

Lieutenant Brandon Kiely, (209) 867-4408

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER 15112323
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, 2015** through **June 30, 2016**
- The maximum amount of this Agreement is: **\$3,680.00**
(Three thousand, six hundred eighty 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 Hourly Distribution Schedule	1 page
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	1 page

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.dqs.ca.gov/Standard+Language

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

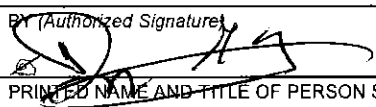
CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Stanislaus County Sheriff's Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 8/24/15	
PRINTED NAME AND TITLE OF PERSON SIGNING Sheriff-Coroner Adam Christianson		
ADDRESS 250 East Hackett Road, Modesto, CA 95358		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: SCM 4.03
AGENCY NAME Commission on Peace Officer Standards and Training		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9/22/15	
PRINTED NAME AND TITLE OF PERSON SIGNING Stephanie Scofield, Assistant Executive Director		
ADDRESS 860 Stillwater Road, Suite 100 West Sacramento, CA 95605-1630		
APPROVED AS TO FORM: STANISLAUS COUNTY COUNSEL BY 		
DATE: 9-1-15		

EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide the Commission on Peace Officer Standards and Training (POST), with course training to qualified law enforcement personnel as described herein.

2. The project coordinators during the term of this agreement will be:

POST

Name: Tamara Baarts
Phone: (916) 227-7357
Email: Tamara.Baarts@post.ca.gov

Direct all agreement inquiries to:

POST

Contracts Unit
Attention: Wendy Roberson
Address: 860 Stillwater Road, Ste. 100
West Sacramento, CA 95605
Phone: (916) 227-3937
Email: wendy.roberson@post.ca.gov

Stanislaus County Sheriff's Department

Name: Lt. Brandon Kiely
Phone: (209) 525-7072
Email: kielybr@stanislaussheriff.com

Stanislaus County Sheriff's Department

Name: Lt. Brandon Kiely
Address: 250 East Hackett Road
Modesto, CA 95358
Phone: (209) 525-7072
Email: kielybr@stanislaussheriff.com

3. Statement of Work

- a. Contractor agrees to train up to forty (40) students at a per student rate of \$92 for students not employed by the Contractor in the four-hour Law Enforcement Driving Simulator (LEDS) Course not to exceed \$3,680.
- b. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.
- c. All students must be full-time law enforcement officers employed with agencies in the POST Reimbursable Program.
- d. 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 students from POST reimbursable agencies. Students attending the course who are non-reimbursable under POST regulations shall be charged applicable course tuition, as referenced above, 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 the applicable contracted course.
- e. 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.
- f. 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.

EXHIBIT A, Attachment 1 – Course Hourly Distribution Schedule
Law Enforcement Driving Simulator (LEDS)

[Add/View Comments](#)

Course Hourly Distribution Schedule

[<< Course Summary](#)

Course: DRIVER TRAINING-SIMULATOR - 20985

Presenter: STANISLAUS COUNTY SHERIFF OFFICE REGIONAL TRAINING CENTER (2740)

POST Consultant Review

Current Attachment Status: **No Change**

Course Hourly Distribution Schedule Summary

Total Hours Per Course Presentation: 4

Total Number of Days of Class: 1

Days Per Week: 1

View Hourly Distribution Schedule

Jump to day: 1

[Return to top of page](#)

Day 1

Start	End	Subject
0800	0810	Registration and Course Introduction
0810	0840	Safety Procedures and POST Power Point
0840	0930	Orientation, Equipment Familiarization
0930	1030	Code 3 Responses, Scenario Review and Discussion.
1030	1130	Pursuit Driving, Scenario Review, and Discussion.
1130	1200	Course Review, Questions, and Evaluation.



EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. Contractor shall receive reimbursement for services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for expenditures incurred consistent with the budget detail, up to the maximum amounts shown, in accordance with the cost breakdown, as described below.
- B. All costs indicated herein are fixed rates. Totals may change based on actual usage. Costs shall be paid in accordance with Exhibit B, Budget Detail and shall not exceed **\$3,680**.

LEDS Course at a per student rate of:

- \$92.00 for students from an outside agency
(40 students X \$92.00 = \$3,680.00)

- C. Upon completion of each presentation, Contractor agrees to submit an invoice with the following before payment will be authorized:
- Agreement Number
 - Course Title
 - Date(s) of Course
 - Total number of full-time, on-duty POST reimbursable students who attended the presentation
 - Authorized rate per student
 - Course Roster(s) from EDI
- D. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

Commission on POST
Training Program Services Bureau – Brenda Lusk
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

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

- A. 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
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 for time, scope, increase or decrease of funds by mutual written consent.
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.
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 <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

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).