

## ALAMEDA COUNTY SHERIFF'S OFFICE

YESENIA SANCHEZ  
SHERIFF-CORONER

AGENDA \_\_\_\_\_ July 11, 2023

June 22, 2023

Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street, Suite 536  
Oakland, CA 94612-4305

SUBJECT: **RETROACTIVELY APPROVE CONTRACTS WITH THE COMMISSION  
ON PEACE OFFICER STANDARDS AND TRAINING (POST)**

Dear Board Members:

**RECOMMENDATIONS:**

- A. Retroactively approve a contract for the Sheriff's Office to provide the Emergency Vehicle Operations Course for the Commission on Peace Officer Standards and Training (Principal: Manny Alvarez, Executive Director; Location: West Sacramento, CA) for an amount not to exceed \$420,000 for the contract period of 7/1/2023 - 6/30/2024;
- B. Retroactively approve a contract for the Sheriff's Office to provide the Supervisory Course designed for first-level supervisors in law enforcement for the Commission on Peace Officer Standards and Training (Principal: Jim Grottkau, Assistant Executive Director; Location: West Sacramento, CA) for an amount not to exceed \$49,177.72 for the contract period of 7/1/2023 - 6/30/2024; and
- C. Authorize the Sheriff, or her designee, to sign the contracts, subject to review and approval as to form by County Counsel and submit a copy of the executed agreement to the Clerk of the Board for filing.

**DISCUSSION/SUMMARY:**

Peace Officer Standards and Training (POST) is a state agency which contracts with the Alameda County Sheriff's Office to provide an Emergency Vehicle Operations Course (EVOC), as well as a Supervisory Course designed for first-level supervisors in law enforcement.

The contracts from POST require an order, motion, rider or ordinance of the local governing body to authorize the law enforcement agency to sign contracts to provide training. The Sheriff's Office will be directly providing all training to Sheriff's Office staff and outside law enforcement agencies.

Honorable Board of Supervisors

Page 2 of 2

June 22, 2023

Emergency Vehicle Operations Course (EVOC)

Each year, POST submits a contract for the presentation of training courses for law enforcement personnel to improve officers' judgment and decision-making skills during emergency response and pursuit situations. POST will compensate the Sheriff's Office for a maximum of 280 students at \$1,500 per student for EVOC training. The total compensation to the Sheriff's Office for this agreement is \$420,000 for the contract period 7/1/2023 - 6/30/2024.

Supervisory Course

The Supervisory Course is an 80-hour training specifically designed for first-level supervisors in law enforcement agencies. This course may be bifurcated into two 40-hour presentations for two consecutive months. This course must be completed within 12 months of promotion or appointment to a first-level supervisory position in order to meet the requirements of POST Regulation 1005. POST will compensate the Sheriff's Office for a maximum of 4 courses at \$12,288.93 per course. The total compensation for the Sheriff's Office for this agreement is \$49,155.72 for the contract period 7/1/2023 - 6/30/2024.

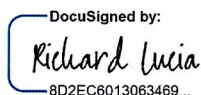
**FINANCING:**

No additional appropriations are required. The costs associated with these training courses will be fully offset with revenue from the Peace Officer Standards and Training. There will be no increase in net County cost as a result of your approval.

**VISION 2026 GOAL:**

These agreements between the Commission on Peace Officer Standards and Training and the Sheriff's Office to provide Emergency Vehicle Operations Course and Supervisory Course meets the 10X goal pathway of **Crime Free County** in support of our shared vision of **Safe and Livable Communities.**

Respectfully submitted,

DocuSigned by:  
  
8D2EC6013063469...

for

Yesenia Sanchez  
Sheriff-Coroner

YS:AMM:amm



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23112103

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Commission on Peace Officer Standards and Training

CONTRACTOR NAME

Alameda County Sheriff's Office

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$420,000.00 (Four hundred twenty thousand 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A, Attachment 1	Specifications for Emergency Vehicle Operations Course	7
Exhibit B	Budget Detail and Payment Provisions	2
+ - Exhibit C*	General Terms and Conditions	04/2017
+ - Exhibit D	Special Terms and Conditions	2

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 <https://www.dps.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Alameda County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

6289 Madigan Road

CITY

Dublin

STATE

CA

ZIP

94568

PRINTED NAME OF PERSON SIGNING

Yesenia Sanchez

TITLE

Sheriff

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

6/2/23

Approved as to Form

DONNA R. ZIESLER, County Counsel

By

Print Name

J. J. Christianson

SCO ID: 8120-23112103

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23112103

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Commission on Peace Officer Standards and Training

CONTRACTING AGENCY ADDRESS

860 Stillwater Road, Suite 100

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Manny Alvarez

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)





## **EXHIBIT A**

The Regular Basic Course (RBC), in any format presented, is the entry-level training requirement for California peace officers specified in Penal Code section 832.3(a) as well as peace officers employed by POST participating agencies as specified in Commission Regulation 1005(a). Presentation of the RBC curriculum is intermittent and based upon the staffing needs of the region or agency. The RBC is delivered in an instructional sequence which is divided into 41 Learning Domains (LDs), one (1) of which is the Emergency Vehicle Operations Course (EVOC) in LD 19.

### **SCOPE OF WORK**

1. Alameda County Sheriff's Office (Contractor) agrees to provide the Commission on Peace Officer Standards and Training (POST), with EVOC Training services as described herein.
2. The project coordinators during the term of this Agreement will be:

#### **POST**

Name: Carrie Hollar  
Phone: (916) 227-4664  
Email: [Carrie.Hollar@post.ca.gov](mailto:Carrie.Hollar@post.ca.gov)

#### **Alameda County Sheriff's Office**

Name: Captain Victor Fox  
Phone: (925) 551-6970  
Email: [vfox@acgov.org](mailto:vfox@acgov.org)

Direct all Agreement inquiries to:

#### **POST**

Contracts Unit  
Name: Contracts Analyst  
860 Stillwater Road, Suite 100  
West Sacramento, CA 95605  
Phone: (916) 227-4537  
Email: [contracts@post.ca.gov](mailto:contracts@post.ca.gov)

#### **Alameda County Sheriff's Office**

Name: Captain Victor Fox  
Address: 6289 Madigan Road  
Dublin, CA 94568  
Phone: (925) 551-6970  
Email: [vfox@acgov.org](mailto:vfox@acgov.org)

3. Statement of Work
  - a. The Contractor agrees to train up to two hundred eighty (280) students at a per student rate of \$1,500.00 for students in EVOC training not to exceed \$420,000.00.
  - b. The Contractor will devote a minimum of 40 hours to EVOC instruction in accordance with the course content specified in the Training and Testing Specifications for Peace Officer Basic Courses (TTS), incorporated herein Exhibit A, Attachment I.
  - c. The Contractor will include new EVOC-specific content required by any regular updates to the TTS which become effective during the contract period. This training is designed to show trainees and/or peace officer trainees the importance of defensive driving principles and techniques in order to develop safe driving habits.
  - d. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.
  - e. All students must be full-time law enforcement officers employed with agencies in the POST Reimbursable Program.

- f. 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. 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, the 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.

## **EXHIBIT A, ATTACHMENT I**

### **Specifications for Emergency Vehicle Operations Course (EVOC)**

The Regular Basic Course (RBC), in any format presented, is the entry-level training requirement for California peace officers specified in Penal Code section 832.3(a) as well as peace officers employed by POST participating agencies as specified in Commission Regulation 1005(a). The RBC is delivered in an instructional sequence which is divided into 41 Learning Domains (LDs), one (1) of which is the EVOC in LD19. The Contractor will devote a minimum of 40 hours to EVOC instruction. Presentation of the RBC is intermittent and based upon the staffing needs of the region or agency.

#### **1. 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 perception and reaction time affects a vehicle's total stopping distance
- D. Demonstrate appropriate actions to prevent intersection collisions
- 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 psychological and physiological factors that may have an effect on a peace officer's driving
- I. Identify hazards of various road conditions
- J. Discuss the components of a vehicle inspection
- K. Demonstrate proper techniques for recognizing and coping with distractions while operating a law enforcement vehicle



## 2. LEARNING NEED

Peace officers must recognize that emergency response (Code 3) driving demands a thorough understanding of the associated liability and safety issues.

### LEARNING OBJECTIVES

- A. Identify the objectives of emergency response driving
- B. Recognize the statute(s) 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 an intersection when driving under emergency response conditions

## 3. LEARNING NEED

All peace 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 peace officers and the public.

### LEARNING OBJECTIVES

- A. Discuss the requirements of Penal Code Section 13519.8
- B. Discuss the requirements of Vehicle Code Section 17004.7

## 4. 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
  - 5. Centrifugal skid
- I. Identify the causes and contributing factors of vehicle hydroplaning

## 5. REQUIRED TESTS

### 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.

- A. An **exercise test** that requires the student drive a law enforcement vehicle not equipped with Electronic Stability Control (ESC) and demonstrate the ability to control the vehicle during understeer and oversteer conditions or drive a law enforcement vehicle equipped with ESC and demonstrate the ability to control the vehicle during understeer conditions.

The student will demonstrate competency in the following performance dimensions:

- 1. Safety
- 2. Situational Awareness
- 3. Braking Technique(s)
- 4. Steering Technique(s)
- 5. Throttle Control
- 6. Control of Weight Transfer
- 7. Skid Control
- 8. Rate of Performance
- 9. Fluency of Performance
- 10. Level of Response

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.

- B. 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 to include interacting with an interference vehicle driven by a qualified Driver Training Instructor (as defined in Regulation 1070).

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Roadway Positioning
7. Operating Associated Equipment
8. Rate of Performance
9. Fluency of Performance
10. Level of Performance

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.

- C. 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 to include interacting with an interference vehicle driven by a qualified Driver Training Instructor (as defined in Regulation 1070).

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Roadway Positioning
7. Operating Associated Equipment
8. Rate of Performance
9. Level of Performance
10. Fluency of Performance

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.



- D. An **exercise test** that requires the student to drive a law enforcement vehicle and successfully demonstrate in four out of five attempts the collision avoidance exercise as described in the Emergency Vehicle Operations Course Instructor Manual. The test will include a light indicator for lane selection and a minimum of 35 mph entry speed in dry surface conditions and a minimum of 30 mph entry speed in wet surface conditions. If the light indicator malfunctions, an alternate visual indicator shall be utilized.

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle 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.

- E. 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) tested 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	"Y" Driveway
Steering Course (forward and reverse)	Vehicle Control
"T" Driveway	Parallel parking
Bootleg Turn	

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Speed Judgment
7. Vehicle Placement
8. Backing
9. Tactical Seatbelt Removal (TSR)
10. Rate of Performance
11. Fluency of Performance

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.

- F. An **exercise test** that requires a student to drive a law enforcement vehicle during which the student must reach a speed of at least 65 mph prior to entering a turn of sufficient radius to require a minimum 30 mph deceleration. This exercise test may be tested concurrently with emergency response or pursuit tests.

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Speed Judgment
7. Roadway Positioning
8. Fluency of Performance
9. Level of Response

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. 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 a learning activity that requires the student to drive a law enforcement vehicle during the hours of darkness (as defined in Vehicle Code Section 280) utilizing headlights. The activity must include emergency response and/or pursuit.
- C. The student will participate in a learning activity that requires the student to drive a law enforcement vehicle, during which the student will demonstrate the ability to accurately steer and control the vehicle under high performance cornering conditions, including but not limited to:
1. Safety
  2. Situational Awareness
  3. Braking Technique(s)
  4. Steering Technique(s)
  5. Throttle Control
  6. Speed Judgment
  7. Roadway Positioning
  8. Control of Weight Transfer

- D. 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
  5. Universal concepts of *Penal Code Section 13519.8* and *Vehicle Code Section 17004.7*



**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

A. The Contractor shall receive reimbursement for services satisfactorily rendered and upon receipt and approval of the Contractor's invoices, the State agrees to compensate the Contractor for expenditures incurred, up to the maximum amount of \$420,000.00 as described below.

B. All costs indicated herein are fixed rates. Totals may change based on actual usage.

The maximum number of two hundred eighty (280) EVOC Courses shall be presented and is not to exceed the per student rate of \$1,500.00 for reimbursable students:

***280 students X \$1,500.00 per student rate = \$420,000.00 maximum contract amount***

C. Upon completion of each presentation, the Contractor agrees to submit a detailed invoice in duplicate with the following information before payment will be authorized:

- Agreement Number
- Course Title
- Dates of Course presented
- Authorized rate per student
- Course Roster/s
- An invoice totaling the number of full-time, on-duty POST reimbursable students who attended the presentation. Per Penal Code 13523, POST does not allow reimbursement for Reserve Officers.

Invoices not containing the above bulleted information will be disputed and payment will be held until complete information and/or documentation is submitted. The Contractor shall submit invoices not more frequently than monthly in arrears to the address provided below before the 15<sup>th</sup> of the upcoming month:

Commission on POST  
**Accounting Section**  
860 Stillwater Road, Suite 100  
West Sacramento, CA 95605-1630

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the California State 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 California State 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 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 produce its decision notification decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 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. If the Contractor fails to submit such a protest within the period specified above shall constitute a waiver of any and all rights to adjustment in the Agreement terms and POST's decision shall be final and conclusive. Pending POST final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement.
2. AMENDMENTS: This Agreement may be amended for time, scope, increase or decrease of funds by mutual written consent.
3. TERMINATION CLAUSE: This Agreement may be terminated by either party, at any time, with or without cause, by delivering thirty days written notice to the other party. In addition, for contracts involving the representation of POST courses, POST reserves the right to require the Contractor to discontinue the use of any particular Instructor, Facilitator, Auditor, Volunteer, or approved subcontractor under this Agreement (a) at any time, with or without cause, by delivering thirty day written notice to the Contractor; or (b) immediately, with cause, which for purposes hereof means such Instructor, Facilitator, Auditor, Volunteer, or approved subcontractor has allegedly engaged in conduct POST deems to be inappropriate, unprofessional, illegal, immoral, deceptive or fraudulent, as determined by POST in its sole discretion. The Contractor shall provide timely evidence to POST of its compliance with this paragraph. Failure to comply may result in the decertification of the Contractor's presentation.
4. CONTRACTOR EVALUATION (if applicable): In accordance with provisions of the Public Contract Code, PCC § 10367, 10369 and 10370, the Contractor's performance under this Agreement will be evaluated. The evaluation will be prepared by POST within 60 days after completion of the Agreement.
5. TRAVEL (if applicable): 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): The Contractor is expected to perform the services 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, the Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives will, at all times when performing services under this Agreement (a) comply with all applicable local, city, county, state and federal laws, codes, statutes, ordinances, rules and regulations; and (b) fulfill student course expectations.

The Contractor shall notify POST in writing immediately upon termination of any such subcontract(s).

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23112443

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Commission on Peace Officer Standards and Training

CONTRACTOR NAME

Alameda County Sheriff's Office

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$49,155.72 (Forty-nine thousand, one hundred fifty-five dollars and seventy-two cents)

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit A Attachment I	Supervisory Course Schedule	2
Exhibit B	Budget Detail and Payment Provisions	2
+ Exhibit B Attachment I	Budget Overview	1
+ Exhibit B Attachment II	Budget Detail	2
+ Exhibit C *	General Terms and Conditions	04/2017
+ Exhibit D	Special Terms and Conditions	2
+ Exhibit G	Office/Classroom Supplies	1

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Alameda County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

6289 Madigan Road

CITY

Dublin

STATE

CA

ZIP

94568

PRINTED NAME OF PERSON SIGNING

Yesenia Sanchez

TITLE

Sheriff/Coroner, Alameda County

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

062623

Approved as to Form

DONNA B. ZIEGLER, County Counsel

By Print Name Donna B. Ziegler

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23112443

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Commission on Peace Officer Standards and Training

CONTRACTING AGENCY ADDRESS

860 Stillwater Road

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Jim Grottkau

TITLE

Assistant Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

7-10-2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



## **SCOPE OF WORK**

The 80-hour Supervisory Course is specifically designed for first-level supervisors in a law enforcement agency. This course may be bifurcated into two 40 hours presentations for two consecutive months. This course must be completed within 12 months of promotion or appointment to a first-level supervisory position to meet the requirements of POST [Regulation 1005](#).

1. The Alameda County Sheriff's Office Regional Training Center (Contractor) agrees to provide the Commission on Peace Officer Standards and Training (POST), with services necessary for the coordination, management, and delivery of the POST Supervisory Course to California law enforcement personnel as described herein.
2. The project coordinators during the term of this Agreement will be:

### **POST**

Name: Jim Katapodis  
Phone: (916) 227-3467  
Email: [jim.katapodis@post.ca.gov](mailto:jim.katapodis@post.ca.gov)

### **Alameda County Sheriff's Department**

Name: Captain Victor Fox  
Phone: (925) 551-6970  
Email: [vfox@acgov.org](mailto:vfox@acgov.org)

Direct all Agreement inquiries to:

### **POST**

Contracts Unit  
Address: 860 Stillwater Road, Ste. 100  
West Sacramento, CA 95605  
Phone: (916) 227-4537  
Email: [contracts@post.ca.gov](mailto:contracts@post.ca.gov)

### **Alameda County Sheriff's Department**

Name: Captain Victor Fox  
Address: 6289 Madigan Road  
Dublin, CA 94568  
Phone: (925) 551-6970  
Email: [vfox@acgov.org](mailto:vfox@acgov.org)

3. The Contractor shall fully perform all responsibilities and duties as required by this Agreement and in accordance with directives of the POST Program Manager.
4. The Contractor shall present four (4) POST Supervisory Course presentations.
  - A. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.
  - B. The Supervisory Course is organized under the following topics ([Commission Procedure D-3, Supervisory Course](#)) in conjunction with new mandates which include Hi-tech Crimes and Use of Force:
    - Accountability
    - Communications in a Diverse Workforce
    - Conflict Management
    - Counseling
    - Critical Incident Management/UOF
    - Hi-tech Crimes (recently added)
    - Internal Affairs Investigations
    - Leadership Styles and Behaviors
    - Power and Authority
    - Recognizing and Documenting Employee Performance

- Decision-Making Models
  - Role Identification and Transition
- C. The Contractor agrees to use **only** materials from the Supervisory Course Network and materials approved by the POST Program Manager.
- D. The Contractor shall assign a Coordinator to monitor the preparation and completion of Supervisory Course presentations.
- a. Coordinator:
    - i. Develops the class schedule
    - ii. Assign students to each presentation.
    - iii. Ensure students receive course related materials
    - iv. Maintain communication with facilitators
    - v. Prepare mailing labels for items to be delivered, if applicable
    - vi. Ensure all outgoing boxes contain the necessary materials, if applicable
    - vii. Purchase and store books needed for presentations, if applicable
    - viii. Create and disseminate printed handouts for presentations
    - ix. Maintain inventory of on-site supplies and supplies kept at training sites
    - x. Track attendee absences and hours missed
    - xi. Develop, print and distribute the graduation certificates.
    - xii. Delegates assignments to Clerical Support
- E. The Contractor shall ensure that they provide role players and coach/evaluators for the counseling session exercise required by this course. The evaluations shall be kept on file after the completion of the course.
- a. Role Player: Shall follow POST approved script for counseling sessions scenarios. This exercise is mandatory and provides a real-life situation for supervisors to engage with difficult conversations.
  - b. Coach/Evaluators: Coaches/Evaluators shall oversee and provide feedback to supervisors at the completion of the counseling session scenarios.
- F. This course shall be an in-person presentation and not a webinar.
- G. The Contractor agrees to always have two (2) facilitators in the classroom and monitor guest speakers. The guest speakers shall provide a lesson plan and videos presented in the classroom to POST for approval prior to instruction.
- a. Facilitator: Facilitates using adult learning methods covering the topics detailed in section 4B of this agreement. The facilitator is required to successfully complete the POST Supervisory Train the Trainer Course prior to any instruction.
  - b. Guest Speaker: Guest speakers are subject matter experts on specific topics include but are not limited to stress management, POBR, and Internal Affairs. Guest speakers are required to submit lesson plans and videos prior to any instruction.

- H. Presentations shall include the DISC model and Situational Leadership II and all the materials associated with those subjects.
- I. The Contractor agrees to not charge any prospective students any tuition or fees for costs associated with the Supervisory Course presentation of the curriculum except as noted below.
  - 1) Fees associated with college registration, units, and related activities; or materials fees allowed by State law.



## **Attachment I Supervisory Course Schedule** **Week One**

<b>Time</b>	<b>Monday</b>		<b>Tuesday</b>		<b>Wednesday</b>		<b>Thursday</b>		<b>Friday</b>
0800	Registration Course Overview	0800	Role Transition	0800	Student Briefing #1	0800	Student Briefing #4	0800	Student Briefing #6
0900	Student Introductions	0930	SFT "Citizen Concern"	0830	Performance Evaluations	0830	SFT "Phone call/DA Reject" "Follow-up with Duncan"	0830	Legal Issues for Supervisors
1000	Tactics to Get Acquainted SFT "Duncan's Last Briefing" "Changing of the Guard"	1000	Power and Authority			0900	Generational Differences		
1100	SFT "Foster's First Briefing"	1130	SFT "Delfino's Challenge"	1100	Student Briefing #2				
1200	Lunch	1200	Lunch	1200	Lunch	1200	Lunch	1200	Lunch
1300	SFT "Break Room Video"	1300	Situational Leadership	1300	SFT "Late to Briefing"	1300	Student Briefing #5	1300	Student Briefing #7
1330	DiSC Personality Profile		SFT "Mentoring Abrams" "Sgt. Davis Visit" "Meeting with Lt. Clark"	1330	Supervisory Problem Solving	1330	Team Building	1330	Legal (cont.) Organizational Discipline
1530				1600	Student Briefing #3	1600	SFT "Locker Room Gossip" "Phone call to Duncan" "Meeting with Abrams"		
1700		1700		1700		1700		1700	

**Attachment I Supervisory Course Schedule**  
**Week Two**

Time	Monday		Tuesday		Wednesday		Thursday		Friday
0800	Week One Recap	0800	Student Briefing #9	0800	Student Counseling Exercise	0800	Performance Evaluations Due Student Briefing #12	0800	Student Briefing #13, #14
0830	Student Briefing #8	0830	SFT "Morgan's Apology" "Discussion with Morgan" "The Discovery"			0830	Managing Conflict	0900	Course Exercise
0900	SFT "Vehicle Pursuit" "Vehicle Pursuit Follow-up"	0930	Critical Incident Exercise			0900		1030	Facilitator and Course Evaluations
0930	Communications and Counseling								
1200	Lunch	1200	Lunch	1200	Lunch	1200	Lunch	1200	EOW
1300	SFT "Officer Safety" "Nelson Chan's Concern"	1300	Student Briefing #10	1300	Student Briefing #11 Ethics	1300	Followership		
1330	Stress Management/Critical Incident Human Side	1320	SFT "Briefing"			1330			
		1400	Counseling Exercise Briefing	1500	Ethical Dilemma Exercise Followership Survey	1600			
1700		1700		1700		1700		1700	



## **BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. INVOICING AND PAYMENT**

- A. The Contractor shall receive reimbursement for services satisfactory rendered, and upon receipt and approval of the Contractor's invoices. The State agrees to compensate the Contractor for expenditures incurred, up to the maximum amount of **\$49,155.72** as set for in this Exhibit.
- B. Upon completion of each presentation, the Contractor agrees to submit a detailed invoice in duplicate with the following information before payment will be authorized:
- Agreement Number
  - Course Title
  - Course Roster (POST form 2-111)
  - Dates of Course presented

Invoices not containing the above bulleted information will be disputed and payment will be held until complete information and/or documentation is submitted. Itemized receipts for equipment, supplies and mailing purchased and travel receipts shall be kept by the presenter. The Contractor shall submit invoices not more frequently than monthly in arrears to the address provided below before the 15th of the upcoming month:

**invoicereceived@post.ca.gov**  
Commission on POST  
Accounting Section  
860 Stillwater Road, Suite 100  
West Sacramento, CA 95605-1630

### **2. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the California State Budget Act of the current fiscal year and/or any subsequent fiscal 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 California State 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.

**ATTACHMENT I**  
**BUDGET OVERVIEW**

Budget Overview			
Title Description	Cost	Quantity	Total
Curriculum Development			
	\$0.00	0	\$0.00
Equipment	\$0.00	0	\$0.00
Course			
Alameda Co SD 1010-00400 / Supervisory Course	\$12,288.93	4	\$49,155.72
		Grand Total:	\$49,155.72

**ATTACHMENT II**  
**BUDGET DETAIL**

<b>Course:</b>	<b>Alameda Co SD 1010-00400 / Supervisory Course</b>			
	Hours	Rate	Quantity	Total
<b>Personnel</b>				<b>\$5,534.72</b>
Facilitator	80	\$0.00	1	\$0.00
Facilitator	80	\$0.00	1	\$0.00
Guest Presenter	20	\$73.64	1	\$1,472.80
Evaluator	4	\$73.64	6	\$1,767.36
Role Player/Actor	4	\$40.00	6	\$960.00
Subject Matter Expert	4	\$73.64	1	\$294.56
Coordinator	8	\$55.00	1	\$440.00
Clerical Support	40	\$15.00	1	\$600.00
<b>Travel and Per Diem</b>				<b>\$0.00</b>
				\$0.00
<b>Indirect Costs</b>			15%	<b>\$830.21</b>
<b>Supplies</b>				<b>\$1,424.00</b>
<b>Facilities (includes Internet, A/V equipment, tech support, breakout rooms, equipment shipping)</b>				<b>\$4,500.00</b>
Classroom with full audio-visual capabilities and Wi-Fi		\$450.00	10	\$4,500.00
<b>Subvention</b>				<b>\$0.00</b>
				<b>\$0.00</b>
<b>Presentation Total</b>				<b>\$12,288.93</b>
<b>Number of Presentations</b>				<b>4</b>
<b>Grand Total</b>				<b>\$49,155.72</b>



### **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 produce its decision notification decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 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. If the Contractor fails to submit such a protest within the period specified above shall constitute a waiver of any and all rights to adjustment in the Agreement terms and POST's decision shall be final and conclusive. Pending POST final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement.
2. **AMENDMENTS**: This Agreement may be amended for time, scope, increase or decrease of funds by mutual written consent.
3. **TERMINATION CLAUSE**: This Agreement may be terminated by either party, at any time, with or without cause, by delivering thirty days written notice to the other party. In addition, for contracts involving the representation of POST courses, POST reserves the right to require the Contractor to discontinue the use of any particular Instructor, Facilitator, Auditor, Volunteer, or approved subcontractor under this Agreement (a) at any time, with or without cause, by delivering thirty day written notice to the Contractor; or (b) immediately, with cause, which for purposes hereof means such Instructor, Facilitator, Auditor, Volunteer, or approved subcontractor has allegedly engaged in conduct POST deems to be inappropriate, unprofessional, illegal, immoral, deceptive or fraudulent, as determined by POST in its sole discretion. The Contractor shall provide timely evidence to POST of its compliance with this paragraph. Failure to comply may result in the decertification of the Contractor's presentation.
4. **CONTRACTOR EVALUATION (if applicable)**: In accordance with provisions of the Public Contract Code, PCC § 10367, 10369 and 10370, the Contractor's performance under this Agreement will be evaluated. The evaluation will be prepared by POST within 60 days after completion of the Agreement.
5. **TRAVEL (if applicable)**: 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): The Contractor is expected to perform the services 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, the Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives will, at all times when performing services under this Agreement (a) comply with all applicable local, city, county, state and federal laws, codes, statutes, ordinances, rules and regulations; and (b) fulfill student course expectations.

The Contractor shall notify POST in writing immediately upon termination of any such subcontract(s).

**OFFICE/CLASSROOM SUPPLIES**

<b>Supplies Budget Detail</b>			
	Quantity	Cost	Total
<b>Office Supplies</b>			<b>\$0.00</b>
			\$0.00
<b>Classroom Supplies</b>			<b>\$140.00</b>
Easel Pads	5	\$25.00	\$125.00
Markers	5	\$3.00	\$15.00
<b>Printing Production</b>			<b>\$90.00</b>
Certificates	30	\$3.00	\$90.00
			\$0.00
<b>Books</b>			<b>\$644.40</b>
Emotional Survival for LE	30	\$21.48	\$644.40
			\$0.00
<b>Misc.</b>			<b>\$549.60</b>
DISC Personality Profile	30	\$10.32	\$309.60
Thumb Drive w/course materials	30	\$8.00	\$240.00
			\$0.00
<b>Grand Total:</b>			<b>\$1,424.00</b>