

Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

AGENDA: _____ July 29, 2014

June 23, 2014

Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

SUBJECT: AUTHORIZE THE SHERIFF TO SIGN CONTRACTS WITH THE COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING (POST)

Dear Board Members:

RECOMMENDATION:

1. Authorize the Sheriff to sign a contract, subject to approval as to form by County Counsel, with the Commission on Peace Officer Standards and Training (POST) for Motorcycle and Driver training in an amount not to exceed \$302,810 for the period of 7/1/14 to 6/30/15.
2. Authorize the Sheriff to sign a contract, subject to approval as to form by County Counsel, with the Commission on Peace Officer Standards and Training (POST) for Driving Simulator and Force Option Simulator training in an amount not to exceed \$64,400 for the period of 7/1/14 to 6/30/15.

DISCUSSION/SUMMARY:

Peace Officer Standards and Training (POST) is a state agency in which the Alameda County Sheriff's Office will agree to provide Motorcycle and Driver training as well as Force Option and Driving Simulator training for the period of July 1, 2014 through June 30, 2015.

The contracts from POST require an order, motion, rider or ordinance of the local governing body to authorize the Sheriff 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

June 23, 2014

Page 2 of 2

Motorcycle and Driver Training

Each year POST submits a contract for the presentation of training courses for law enforcement personnel to improve officers' judgment and decision making skills in emergency response and pursuit situations. POST will compensate the Sheriff's Office for a maximum of 90 Motorcycle Training students at \$1,449 per student, 165 Driver Training students at \$1,000 per student and 25 Motorcycle Update Training students at \$296 per student. The total compensation to the Sheriff's Office for this agreement is \$302,810.

Simulator Training

The Driving Simulator program will help improve officers' perishable split-second judgment and decision making skills in emergency response and pursuit management. The Force Option course is designed to test and improve firearms accuracy and decision making skills during escalation and de-escalation of force situations. The Driving Simulator and Force Option Training is an instructional format that the Sheriff's Office has the expertise to offer students.

POST will compensate the Sheriff's Office for Driving Simulator Course students and Force Option Simulator Course students at \$92 per student from an outside agency and \$46 for students who are employees of the contracting agency. The total compensation to the Sheriff's Office for this agreement is \$64,400.

FINANCING:

The funding from this contract is included in the Sheriff's Office approved budget for FY 2014-2015. There will be no increase in net County cost in FY 2014-2015 or in subsequent years.

Respectfully submitted,


Gregory J. Ahern
Sheriff-Coroner

GJA:KEM:kem

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

14112103

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

Alameda County Sheriff's Office

2. The term of this Agreement is: July 1, 2014 through June 30, 2015

3. The maximum amount of this Agreement is: \$302,810.00
Three Hundred Two Thousand, Eight Hundred Ten 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 A, Attachment I – Specifications for EVOC -6- pages

Exhibit A, Attachment II – Motorcycle Training Hourly Distribution -6- pages

Exhibit A, Attachment III – Motorcycle Officer Update Training Hourly Distribution -2- pages

Exhibit B – Budget Detail and Payment Provisions -1- page

Exhibit C* – General Terms and Conditions GTC - 610

Check mark one item below as Exhibit D:

 Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) -1- page Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions N/A - page(s)

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language***IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.****CONTRACTOR**

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

Alameda County Sheriff's Office

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

6289 Madigan Road, Dublin, CA 94568

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

Stephanie Scofield, Assistant Executive Director

ADDRESS

1601 Alhambra Boulevard, Sacramento, CA 95816-7083

**California Department of General
Services Use Only** Exempt per:

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

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

- a) Emergency Vehicle Operations Course (EVOC):

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

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

- One Hundred Sixty-five (165) students in the Emergency Vehicle Operations Course (EVOC) training not to exceed \$165,000.00.

- b) Basic Motorcycle Course Training:

Academy will devote a minimum of 80 hours to Basic Motorcycle Course training. This training is designed to mentally and physically prepare motor officers to safely and effectively operate a police motorcycle while performing law enforcement duties.

- Ninety (90) students in the eighty-hour Basic Motorcycle Course training at a per student rate of \$1,449.00.

- c) Motorcycle Update Course Training:

Academy will devote a minimum of 24 hours to the motorcycle update course training. This training is designed to revisit the Basic Motorcycle Course objectives and improve rider competence.

- Twenty-five (25) students in the Motorcycle Update Course training at a per student rate of \$296.00.

2. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.
3. In the event there are not enough students from POST reimbursable agencies to fill any class, the Contractor may opt to fill vacancies with students who are not full-time, on-duty law enforcement officers from POST reimbursable agencies.
4. Students attending the course who are non-reimbursable under POST regulations shall be charged applicable course tuition by the Contractor. Prior to submission of an invoice to POST, Contractor shall deduct, from the total sum, the amount collected for tuition. The invoice shall clearly reflect where the collected tuition has been deducted. Invoices for payment shall be submitted in accordance with the terms specified in Exhibit B, Budget Detail and Payment Provisions.

**EXHIBIT A
(Standard Agreement)**

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

State Agency: Commission on POST	Contractor: Alameda County Sheriff's Office
Name: Don Lane	Name: Captain Howard Jacobson
Phone: (916) 227-3918	Phone: (925) 551-6970
Email: Don.lane@post.ca.gov	Email: hjacobson@acgov.org

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

State Agency: Commission on POST	Contractor: Alameda County Sheriff's Office
Section/Unit: Contracts Unit	Section/Unit:
Attention: Heather Camp	Attention: Captain Howard Jacobson
Address: 1601 Alhambra Blvd. Sacramento, CA 95816-7083	Address: 6289 Madigan Road Dublin, CA 94568
Phone: (916) 227-3937	Phone: (925) 551-6970
Email: heather.camp@post.ca.gov	Email: hjacobson@acgov.org

EXHIBIT A, ATTACHMENT I

SPECIFICATIONS FOR EMERGENCY VEHICLE OPERATIONS COURSE (EVOC)

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

I. LEARNING NEED

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

LEARNING OBJECTIVES

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

II. LEARNING NEED

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

LEARNING OBJECTIVES

- A. Identify the objectives of emergency response driving

EXHIBIT A, ATTACHMENT I

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

III. LEARNING NEED

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

LEARNING OBJECTIVES

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

IV. LEARNING NEED

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

LEARNING OBJECTIVES

- A. Distinguish between longitudinal and lateral weight transfer
- B. Demonstrate the ability to mitigate the effects of spring loading
- B. Demonstrate proper techniques for two-handed shuffle steering

EXHIBIT A, ATTACHMENT I

- D. Demonstrate proper throttle control
- E. Demonstrate proper roadway position and the three essential reference points of a turning maneuver
- F. Explain the primary effects speed has on a vehicle in a turning maneuver
- G. Demonstrate proper braking methods
- H. Distinguish between and describe the causes of the following types of vehicle skids:
 - 1. Understeer skid
 - 2. Oversteer skid
 - 3. Locked-wheel skid
 - 4. Acceleration skid
- I. Identify the causes and contributing factors of vehicle hydroplaning

V. REQUIRED TESTS

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

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

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

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

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

EXHIBIT A, ATTACHMENT I

VEHICLE OPERATIONS SAFETY

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

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

The student will demonstrate competency in the following performance dimensions:

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

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

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

The student will demonstrate competency in the following performance dimensions:

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

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

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

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Judgment/Decision making
3. Braking Technique(s)

EXHIBIT A, ATTACHMENT I

4. Steering Technique(s)
5. Throttle Control
6. Speed Judgment
7. Roadway Positioning
8. Operating Associated Equipment

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

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

The student will demonstrate competency in the following performance dimensions:

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

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

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

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

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

The student will demonstrate competency in the following performance dimensions:

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

EXHIBIT A, ATTACHMENT I

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

VI. REQUIRED LEARNING ACTIVITIES

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

VII. HOURLY REQUIREMENTS

Students shall be provided with a minimum number of forty (40) instructional hours on vehicle operations. This instruction is designed to satisfy the requirements for law enforcement high-speed vehicle pursuit training as required in Penal Code Section 13519.8.

EXHIBIT A, ATTACHMENT II

Course Hourly Distribution Schedule

Course: MOTORCYCLE TRAINING - 32550

Presenter: ALAMEDA COUNTY SHERIFF'S DEPT ACADEMY TRNG CTR (1010)

[Preparer POST]

Course Hourly Distribution Schedule Summary

Total Hours Per Course Presentation:

80

Total Number of Days of Class:

10

Days Per Week:

5

View Hourly Distribution Schedule

Day 1

Start	End	Subject
0800	0900	Introduction
0900	1000	Inspection of motorcycle
1000	1100	Initial exercises and evaluations
1100	1200	Instruction of initial two pattern
1200	1300	Lunch
1300	1400	Proper use of rear brake
1400	1500	Ride grounds at low speed using rear brake
1500	1700	New patterns introduced

EXHIBIT A, ATTACHMENT II

Day 2

Start	End	Subject
0800	0830	Inspection of motorcycles
0830	0900	Warm-up exercises
0900	0930	Ride grounds at low speed using rear brake
0930	1200	More patterns introduced, incline riding, pull-outs
1200	1300	Lunch
1300	1400	Hook slide exercises in dirt - low speeds
1400	1600	Introduction to eliminator, more pattern work
1600	1700	Off-road dirt racing

Day 3

Start	End	Subject
0800	0830	Inspection of motorcycles
0830	0900	Warm-up exercises
0900	0930	Column ride using front & rear brakes
0930	1200	New patterns introduced, incline riding, pull-outs
1200	1300	Lunch

EXHIBIT A, ATTACHMENT II

Start	End	Subject
1300	1400	Introduction to 45 mph deceleration drills
1400	1500	Introduction to 180 degree deceleration drill
1500	1700	Introduction to flat patterns 1 and 2, continued pattern work

Day 4

Start	End	Subject
0800	0830	Inspection of motorcycles
0830	0900	Warm-up exercises
0900	0930	Column ride using front & rear brakes
0930	1200	Introduction to 4-way intersection, continued pattern work
1200	1300	Lunch
1300	1700	Continued pattern work

Day 5

Start	End	Subject
0800	0830	Inspection of motorcycles
0830	0900	Warm-up exercises

EXHIBIT A, ATTACHMENT II

Start	End	Subject
0900	0930	Column ride using front and rear brakes
0930	1200	Introduction to offset weave, more patterns
1200	1300	Lunch
1300	1700	Pattern work, pull-outs, and incline drills

Day 6

Start	End	Subject
0800	0830	Inspection of motorcycles
0830	0900	Warm-up exercises
0900	1200	Pattern work, pull-outs, incline drills
1200	1300	Lunch
1300	1700	Pattern work, pull-outs, incline drills

Day 7

Start	End	Subject
0800	0830	Inspection of motorcycles
0830	0900	Warm-up exercises

EXHIBIT A, ATTACHMENT II

Start	End	Subject
0900	1200	Road trip over metal bridges, railroad tracks, and steep hills
1200	1300	Lunch
1300	1500	Road trip in dense traffic, more hills, difficult terrain
1500	1700	Pattern work, pull-outs, incline drills

Day 8

Start	End	Subject
0800	0830	Inspection of motorcycles
0830	0900	Warm-up exercises
0900	1200	Pattern work, pull-outs, incline drills
1200	1300	Lunch
1300	1700	Pattern work, pull-outs, incline drills

Day 9

Start	End	Subject
0800	0830	Inspection of motorcycles
0830	0900	Warm-up exercises
0900	1200	Tactical operation and shooting from motorcycle

EXHIBIT A, ATTACHMENT II

Start	End	Subject
1200	1300	Lunch
1300	1700	Pattern work, pull-outs, incline drills

Day 10

Start	End	Subject
0800	0830	Inspection of motorcycles
0830	0900	Warm-up exercises
0900	1200	Endurance ride through backroads
1200	1300	Lunch
1300	1600	Return on freeway
1600	1700	Debriefing, graduation, evaluation and follow-up

EXHIBIT A, ATTACHMENT III

Course Hourly Distribution Schedule

Course: MOTORCYCLE OFFICER UPDATE - 32575

Presenter: ALAMEDA COUNTY SHERIFF'S DEPT ACADEMY TRNG CTR (1010)

[Preparer POST]

Course Hourly Distribution Schedule Summary

Total Hours Per Course Presentation:

24

Total Number of Days of Class:

3

Days Per Week:

3

View Hourly Distribution Schedule

Day 1

Start	End	Subject
0800	0830	Introduction, course orientation
0830	0900	Inspection of equipment, student expectations, warm-up
0900	1200	Basic patterns (figure 8's, incline pullouts, eliminator)
1200	1300	Lunch
1300	1700	Intermediate patterns (flat patterns 1 and 2, 4-way intersections)

EXHIBIT A, ATTACHMENT III

Day 2

Start	End	Subject
0800	0830	Equipment check / warm-up
0830	1200	Advanced patterns (45mh and 180 degree deceleration, offset cone weave)
1200	1300	Lunch
1300	1500	Continued patterns and brake work
1500	1700	POST standards qualification

Day 3

Start	End	Subject
0800	0830	Equipment check / warm-up
0830	1100	Tactical shooting from motorcycles
1100	1200	Pattern work
1200	1300	Lunch
1300	1600	Off-campus ride - unusual terrain / evaluation
1600	1700	Debrief / evaluations / graduation

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. The total amount POST may pay the Contractor under this Agreement for services satisfactorily rendered, and upon receipt and approval of the invoices, shall not exceed the Contract Amount of \$302,810.00, as set forth in this Exhibit.

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

- i. EVOC at a per student rate of \$1,000.00.
(Estimated number of reimbursable students = 165 x \$1000.00 = \$165,000.00)
- ii. Motorcycle Course at a per student rate of \$1,449.00.
(Estimated number of reimbursable students = 90 x \$1,449.00 = \$130,410.00)
- iii. Motorcycle Update Course at a per student rate of \$296.00.
(Estimated number of reimbursable students = 25 x \$296.00 = \$7,400.00)

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

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

Invoices shall be submitted in triplicate not more frequently than monthly in arrears to:

Commission on POST
Accounting Section
1601 Alhambra Boulevard
Sacramento, CA 95816-7083

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT 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 for time, scope, and increase/decrease of funds or by mutual written consent.

3. Cancellation Clause

POST reserves the right to cancel this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to cancel this agreement only if POST should substantially fail to perform its responsibilities as provided herein.

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.

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

14112301

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

Alameda County Sheriff's Office

2. The term of this Agreement is: July 1, 2014 through June 30, 2015

3. The maximum amount of this Agreement is: \$64,400.00
Sixty-four Thousand, Four Hundred Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	-1- page
Exhibit A, Attachment 1 – Course Outlines	-3- pages
Exhibit B – Budget Detail and Payment Provisions	-1- page
Exhibit C* – General Terms and Conditions	GTC-610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	-1- page
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	N/A page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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

Alameda County Sheriff's Office

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

6289 Madigan Road, Dublin, CA 94568

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

Stephanie Scofield, Assistant Executive Director

ADDRESS

1601 Alhambra Boulevard, Sacramento, CA 95816-7083

**California Department of General
Services Use Only** Exempt per:

**EXHIBIT A
 (Standard Agreement)**

SCOPE OF WORK

The Alameda County Sheriff's Office, 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 certified by POST and presented in accordance with content provided by POST.
2. Contractor agrees to train up to:
 - Seven hundred (700) students at a per student rate of \$92 for students *not employed by the contract agency* or fourteen hundred (1,400) students at a per student rate of \$46 for students *employed by the contract agency* or a combination thereof in the four-hour Driving Simulator (LEDS) Course and/or Force Option Simulator (FOS) Course not to exceed \$64,400.00.
3. All students must be full-time law enforcement officers employed with agencies in the POST Reimbursable Program.
4. 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.
5. 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.
6. Any seats left unfilled designated for outside agencies within thirty (30) days of the course start date may be filled with the Contractor's agency personnel.
7. Direct inquiries concerning the program to the Program Managers indicated below:

State Agency: Commission on POST	Contractor: Alameda County Sheriff's Office
Name: Steve Craig	Name: Lt. Tara Russell
Phone: (916) 227-5562	Phone: (925) 803-7190
Email: scraig@post.ca.gov	Email: trussell@acgov.org

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

State Agency: Commission on POST	Contractor: Alameda County Sheriff's Office
Section/Unit: Contracts Unit	Section/Unit:
Attention: Heather Camp	Attention: Lieutenant Tara Russell
Address: 1601 Alhambra Boulevard Sacramento, CA 95816-7083	Address: 6289 Madigan Road Dublin, CA 94568
Phone: (916) 227-3937	Phone: (925) 803-7190
Email: heather.camp@post.ca.gov	Email: trussell@acgov.org

EXHIBIT A, ATTACHMENT I

Hourly Distribution

[Home](#)[Courses](#)[Reports](#)[Contact Us](#)[Add/View Comments](#)

Course Hourly Distribution Schedule

[<< Course Summary](#)

Course: FORCE OPTION-SIMULATOR - 21065

Presenter: ALAMEDA COUNTY SHERIFF'S DEPT ACADEMY TRNG CTR (1010)

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	0820	Registration and course introduction
0820	0900	case law, agency policy, use of force
0900	1150	Practical applications Scenario Training
1150	1200	Evaluations and de-brief



[Add/View Comments](#)[<< Course Summary](#)

Course Hourly Distribution Schedule

Course: DRIVER TRAINING-SIMULATOR - 20985

Presenter: ALAMEDA COUNTY SHERIFF'S DEPT ACADEMY TRNG CTR (1010)

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	0900	Facilitated discussion / power point presentation
0900	1150	Students driving simulators per CAP scenarios
1150	1200	Evaluations and closing

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The total amount POST may pay the Contractor under this Agreement for services satisfactorily rendered, and upon receipt and approval of the invoices, shall not exceed the Contract Amount of \$64,400.00, as set forth in this Exhibit.

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

LEDS and/or FOS Course at a per student rate of:

- o \$92.00 for students from an outside agency
(700 students x 92.00 = \$64,400.00)
- o \$46.00 for students who are employees of the contracting agency
(1400 students x \$46.00 = \$64,400.00)

Contractor shall be reimbursed for any combination of the two allowable per student rates listed herein, not to exceed the total amount payable of \$64,400.00.

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

Agreement Number

Course Title

Course Roster/s

An invoice totaling the number of full-time, on-duty POST reimbursable students who attended the presentation.

Authorized rate per student

Dates of Course presented

Invoices shall be submitted in triplicate not more frequently than monthly in arrears to:

Commission on POST
Training Program Services – Contract Accounting
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 for time, scope or increase/decrease of funds, by mutual written consent.

3. Cancellation Clause

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

4. Contractor Evaluation

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.