

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 02/2019)

AGREEMENT NUMBER

20112308

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

Orange County Sheriff's Office

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$165,000.00 (One hundred sixty-five thousand dollars and zero 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	2
Exhibit A, Attachment 1	Course Hourly Distribution Schedule	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	GTC 04/2
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.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

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.)

Orange County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

1900 West Katella Avenue,

CITY

Orange,

STATE

CA

ZIP

92867

PRINTED NAME OF PERSON SIGNING

Andrew Stephens


TITLE

Captain

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By 
Deputy
Date: 5/5/20

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 02/2019)

AGREEMENT NUMBER 20112308	PURCHASING AUTHORITY NUMBER (If Applicable)
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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

Maria A. Sandoval,

TITLE

Assistant Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A**SCOPE OF WORK**

1. Orange County Sheriff's Office (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: Steven Harding
Phone: (916) 227-2816
Email: steven.harding@post.ca.gov

Orange County Sheriff's Office

Name: Betsy Mitchell
Phone: (714) 538-0923
Email: bmitchell@ocsd.org

Direct all Agreement inquiries to:

POST

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

Orange County Sheriff's Office

Name: Betsy Mitchell
Address: 1900 West Katella Avenue
Orange, CA 92867
Phone: (714) 538-0923
Email: bmitchell@ocsd.org

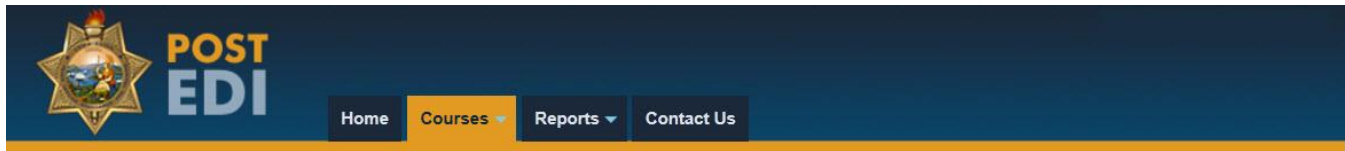
3. Statement of Work

- a. The Contractor agrees to train up to fifteen hundred (1500) students at a per student rate of \$110 for students *not employed by the Contractor* in the four-hour Law Enforcement Driving Simulator (LEDS) Course and/or Force Option Simulator (FOS) Course not to exceed \$165,000.
- b. The Contractor must perform the Regional Skills Training Center (RSTC) required training duties to request reimbursement from POST.
- c. Each course presentation shall not train more than (8) students per each (4) hour training session.
- 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 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, 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.

- g. The 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.
- h. 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.

Course Hourly Distribution Schedule

Force Option Simulator (FOS)



[Add/View Comments](#)

Course Hourly Distribution Schedule

[<< Course Summary](#)

Course: FORCE OPTION-SIMULATOR - 21065

Presenter: ORANGE COUNTY SHERIFF'S DEPARTMENT (2060)

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**

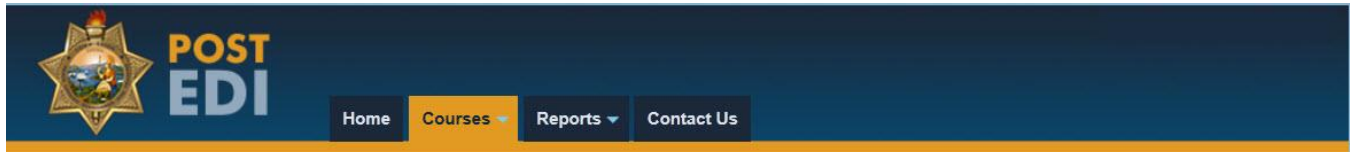
[Return to top of page](#)

Day 1

Start	End	Subject
0800	0815	Sign in, College registration, Collection of fees
0815	0900	Force Option Simulator Lecture
0900	0915	Break
0915	0930	Weapons Safety, familiarization
0930	1145	Force Option Simulator Application/Scenarios
1145	1200	Review, evaluations

Course Hourly Distribution Schedule

Law Enforcement Driving Simulator (LEDS)



[Add/View Comments](#)

Course Hourly Distribution Schedule

[<< Course Summary](#)

Course: DRIVER TRAINING-SIMULATOR - 20985

Presenter: ORANGE COUNTY SHERIFF'S DEPARTMENT (2060)

POST Consultant Review

Current Attachment Status: **Approved**

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	0815	Class registration, College registration, collection of fees/tuition
0815	0900	Simulator lecture (part 1), sections II through VI. Drive orientation exercise and CAP204, review p
0900	0915	Break
0915	1000	Driving simulator Lecture (part 2) Drive CAP 600 series, cover section VII thru XX. Drive EVP 301
1000	1015	Break
1015	1145	Driving simulators; Drive CAP 512, 960XR, 459OCS, 914AOCS, 803, 822,207L, 211L
1145	1200	Class critique/review/feedback. Evaluations, certificates.

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 **\$165,000.00** as described below.

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

The maximum number of fifteen hundred (1500) LEDS and/or FOS Courses shall be presented and is not to exceed the per student rate of \$110.00 for students from outside agencies:

1500 students X \$110.00 per student rate = \$165,000.00 maximum contract amount

C. Administrative fees are not authorized.

D. 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
- Date(s) of Course
- Total number of full-time POST reimbursable students who attended the training (*8 maximum per presentation*)
- Authorized rate per student
- Course Roster(s) from EDI

Invoices not containing the above bulleted information will be disputed and payment 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 15th 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 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.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	APPROVED AS TO FORM OFFICE OF THE COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By 

Deputy

Date: 5/5/20

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

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, POST reserves the right to require the Contractor to terminate any employee, representative or approved subcontractor providing services on behalf of the Contractor 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 employee, representative or approved subcontractor has engaged in conduct deemed to be illegal, immoral, fraudulent, inappropriate or unprofessional as determined by POST. The Contractor shall provide timely evidence to POST of its compliance with the foregoing employee, representative or approved subcontractor terminations. Failure to comply may result in the de-certification of the Contractor's presentation.
4. **CONTRACTOR EVALUATION (if applicable)**: In accordance with provisions of the Pubic 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).