

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

994



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
05/20/10

SUBJECT: Agreement to Reimburse the County for the Provision of Simulator Training at the Sheriff's Ben Clark Public Safety Training Center

RECOMMENDED MOTION: Move that the Board of Supervisors approve the Agreement with the Commission on Peace Officer Standards and Training to reimburse the County for the provision of simulator training at the Ben Clark Public Safety Training Center during FY 2010-11, and authorize the Chair to sign all copies of the Agreement.

BACKGROUND: The Commission on Peace Officer Standards and Training (POST) funded the purchase of a driving simulator and a force options simulator with the understanding that the Sheriff's Department would provide training to full-time, on-duty law enforcement officers (4/18/00 3.31). The Commission reimburses the County for each officer that attends the training courses.

Per the FY 2009-10 POST Agreement, the County agrees to charge \$80 per student for a four-hour driving simulator course and \$80 per student for a four-hour force option simulator course. Based on an estimated 1,146 students attending each course, the total amount encumbered by this Agreement shall not exceed \$183,360. County Counsel has approved the Agreement as to form.

BR 10-097

Will Taylor
Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	NA	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	FY 2010-11
SOURCE OF FUNDS: POST Reimbursement				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Robert Tremaine
BY: Robert Tremaine

County Executive Office Signature

Prev. Agn. Ref.: 06/02/09 3.69 | District: All | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.62

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 5/20/10

Departmental Concurrence

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

The Riverside County Sheriff's Department, hereafter referred to as Contractor, agrees to provide for the Commission on Peace Officer Standards and Training, hereafter referred to as POST, course training to qualified law enforcement personnel as indicated below:

1. Each course presentation shall be in accordance with the Course Outlines, Budgets and Resumes on file at POST, which are incorporated **by reference** and are hereby made a part of this agreement.
2. Contractor agrees to train up to:
 - One Thousand, One Hundred Forty-six (1,146) students in the four-hour Driving Simulator Course at a per student rate of \$80.00 and shall not exceed the total amount of **\$91,680.00**.
 - One Thousand, One Hundred Forty-six (1,146) students in the four-hour Force Option Simulator Course at a per student rate of \$80.00 and shall not exceed the total amount of **\$91,680.00**.
3. All students must be full-time law enforcement officers employed with agencies in the POST Reimbursable Program.
4. Upon completion of each presentation, Contractor agrees to submit the following before payment will be authorized:
 - A. Course Roster/s; and
 - B. An invoice totaling the number of full-time, on-duty POST reimbursable students who attended the presentation. The invoice also should include the authorized rate per student, as referenced above for the Driving Simulator and Force Option Simulator course training, respectively.
5. In the event there are not enough students from POST reimbursable agencies to fill any class, the Contractor may opt to fill vacancies with students who are not full-time, on-duty law enforcement officers from POST reimbursable agencies. Contractor may charge tuition to those students based on the authorized rate per student, as referenced above, for the Driving Simulator and Force Option Simulator course training, respectively.
6. Contractor is required to schedule courses that offer fifty percent (50%) of the training seats called for in the contractor to outside agencies – meaning training for students who are not employees of the contractor's agency.
7. Any seats left unfilled designated for outside agencies within thirty (30) days of the course start date may be filled with the agency contractor's personnel
8. Should the number of the contracting agency's personnel trained reach seventy-five percent (75%) of the contracted number of trainees designated in the agreement; the agency contractor will not receive further payment for training their own officers for the remainder of the agreement.

EXHIBIT A
(Standard Agreement)

9. The POST Program Manager has the authority to transfer funds between categories of expenditures where there is a demonstrated need to meet program goals.
10. Direct inquiries concerning the program to the Program Managers indicated below:

State Agency: Commission on POST	Contractor: Riverside County Sheriff's Department
Name: Cliff Peppers	Name: Lieutenant Virginia Busby
Phone: (916) 227-4887	Phone: (951) 486-2919
Fax: (916) 227-4011	Fax:

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

State Agency: Commission on POST	Contractor: Riverside County Sheriff's Department
Section/Unit: Contracts Unit	Section/Unit:
Attention: Anita Kepley	Attention: Lieutenant Virginia Busby
Address: 1601 Alhambra Boulevard Sacramento, CA 95816-7083	Address: 3423 Davis Avenue, Suite A Riverside, CA 92518
Phone: (916) 227-3937	Phone: (951) 486-2919
Fax: (916) 227-3895	Fax:

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

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

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by compromise shall be decided by POST, who shall reduce its decision in writing and mail or otherwise furnish a copy thereof to Contractor. Contractor has fifteen (15) calendar days after receipt of such a decision to submit a written protest to POST specifying in detail in what particulars the agreement requirements were exceeded. Failure to submit such a protest within the period specified shall constitute a waiver of any and all right to adjustment in agreement terms and POST's decision shall be final and conclusive. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this agreement, upon receipt of written order from POST to do so.

2. Amendments

This agreement may be amended by mutual written consent.

3. Cancellation Clause

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

4. Contractor Evaluation (if applicable)

In accordance with provisions of the State Administrative Manual, Section 1283, Contractor's performance under this agreement will be evaluated. The evaluation will be prepared by POST within 30 days after completion of the agreement.

5. Travel

Travel expenses and per diem related to the services provided under this agreement are subject to prior approval by the POST representative, and shall not exceed the rates paid to State non-represented/excluded employees.

Rate information may be viewed at www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm

6. Subcontracting (if applicable)

Contractor is expected to perform the work contemplated with the resources available within its own organization. Subcontracting of work pertinent to this Agreement shall be upon prior written consent by POST and subject to the permissive conditions set forth in the State Contracting Manual Section 3.06.

Based on "reasonable effort" to the best of its ability, Contractor warrants, represents and agrees that it and its subcontractors, employees and representative shall at all times comply with all applicable State contracting laws, codes, rules and regulations in the performance of this Agreement.

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