

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

243



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

SUBMITTAL DATE:
01/10/11

SUBJECT: Amendment to the 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 Amendment A1 to the Agreement with the Commission on Peace Officer Standards and Training (POST) 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: On 6/8/10 (3.62) the County Board approved an Agreement with POST for the Commission to reimburse the County for the Sheriff's provision of driving simulator and a force options simulator training to full-time, on-duty law enforcement officers.

The FY 2010-11 POST Agreement specified an \$80 reimbursement per student for a four-hour driving simulator course and a like amount for students attending a four-hour force option simulator course. Based on an estimated 1,146 students attending each course, the total amount encumbered by the Agreement was not to exceed \$183,360.
(Continued on Page 2)

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

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 1/12/11
Departmental Concurrence

FINANCIAL DATA	Current F.Y. Total Cost:	\$1,816	In Current Year Budget:	No
	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 BR 11-060	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

Robert Tremaine

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 06/08/10 3.62 | **District:** All | **Agenda Number:**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.25

Amendment A1 to the FY 2010-11 POST Reimbursement Agreement for
Simulator Training BR 11-060

Page 2

However, with this Amendment, POST reduced the amount reimbursable to \$79 per student and increased the number of students attending each course to 1,172. Per these changes, the total amount encumbered is now \$185,176. County Counsel has approved the Amendment as to form.

STANDARD AGREEMENT AMENDMENT

STD 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
00112312	A1
REGISTRATION NUMBER	
eP1098809	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Commission on Peace Officer Standards and Training
CONTRACTOR'S NAME
Riverside County Sheriff's Department
- The term of this Agreement is July 1, 2010 through June 30, 2011
- The maximum amount of this Agreement after this amendment is: **\$185,176.00**
One Hundred Eighty-five Thousand, One Hundred Seventy-six Dollars
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This agreement is amended to read as follows (replaced text is crossed out, new text is bold and underscored):

Standard Agreement Number 00112312, is amended as indicated herein.

Due to inadvertence at the time the State and Contractor entered into the original agreement, the agreement did not reflect the true understanding of the parties hereto. This amendment hereby reforms the original agreement to reflect the understanding of both parties as follows:

"It was the original understanding of the parties that tuition for attending the Driving Simulator and/or the Force Option Simulator course training was reimbursable at an amount not to exceed \$79.00 per student."

Exhibit C, General Terms and Conditions (GTC-307), is hereby replaced with Exhibit C, General Terms and Conditions (GTC 610), marked Exhibit C which is attached hereto and incorporated herein.

Amend Scope of Work, marked Exhibit A to increase number of students to be trained, restore per student tuition, and incorporate a student/instructor ratio provision as indicated in the Revised Scope of Work, marked Exhibit A, which is attached hereto and incorporated herein.

Paragraph Number 3 of the original agreement is hereby amended to change the total amount payable from ~~One Hundred Eighty-three Thousand, Three Hundred Sixty Dollars (\$183,360.00)~~ to **One Hundred Eighty-five Thousand, One Hundred Seventy-six Dollars (\$185,176.00)**. Amendment increases total amount payable by \$1,816.00.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
Riverside County		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
3423 Davis Avenue, Suite A, Riverside, CA 92518		
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		
R.W. Reed, Assistant Executive Director		
ADDRESS		
1601 Alhambra Boulevard, Sacramento, CA 95816-7083		
		<input type="checkbox"/> Exempt per:

FORM APPROVED COUNTY COUNSEL DATE 12/2/10 BY: NEAL R. KIPNIS

EXHIBIT A
(Standard Agreement)

REVISED 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, Driving Simulator and Force Option Simulator course training to qualified law enforcement personnel.

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 Seventy-two (1,172)** ~~One thousand, One Hundred Forty-six (1,146)~~ students in the four-hour Driving Simulator Course at a per student rate of **\$79.00** ~~\$80.00~~ and shall not exceed a total amount of **\$92,588.00** ~~\$91,680.00~~.
 - **One Thousand, One Hundred Seventy-two (1,172)** ~~One thousand, One Hundred Forty-six (1,146)~~ students in the four-hour Force Option Simulator Course at a per student rate of **\$79.00** ~~\$80.00~~ and shall not exceed a total amount of **\$92,588.00** ~~\$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. 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: <i>Admin. Svc. Mgr. Gineette Lillibridge</i>
Attention: Heather Camp	Attention: Lieutenant Virginia Busby
Address: 1601 Alhambra Boulevard Sacramento, CA 95816-7083	Address: 3423 Davis Avenue, Suite A Riverside, CA 92518 <i>16791</i>
Phone: (916) 227-3937	Phone: (951) 486- 2049 <i>5977</i>
Fax: (916) 227-3895	Fax:

12. For stationary sites, where there are four simulators, the instructor/student ratio per presentation is two instructors per eight students (maximum class size). For mobile trailers, where there are two simulators, the ratio is one instructor to four students (maximum class size). Any exceptions to these ratios must be requested in writing and approved by the POST Program Manager.

EXHIBIT C

GTC- 610 GENERAL TERMS AND CONDITIONS .

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)