

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

517



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

SUBMITTAL DATE:
04/22/13

SUBJECT: Amendment A1 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 to reimburse the County for the provision of simulator training at the Ben Clark Public Safety Training Center during FY 2012-13, and authorize the Chair to sign all copies of the Amendment.

BACKGROUND: On 07/03/12 (3.33), the Board approved the FY 2012-13 POST Agreement to reimburse the County for the provision of simulator training at the Ben Clark Public Safety Training Center during FY 2012-13. The Agreement specified that the County would charge \$92 per student for a four-hour driving simulator course and \$92 per student for a four-hour force option simulator course. Based on an estimated 1,200 students attending each course, the total amount encumbered by the Agreement could not exceed \$220,800.

Will Taylor

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$46,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	FY 2012-13

SOURCE OF FUNDS: POST Reimbursement BR 13-077	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

Elizabeth J. Olson

Elizabeth J. Olson

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
DATE: 04/22/13
Departmental Concurrence

- Consent
- Policy
- Consent
- Policy

Dept Recomm.:
Per Exec. Ofc.:

2013 MAY -1 6M 5:28
OFFICE OF THE COUNTY CLERK
COUNTY OF RIVERSIDE, CALIFORNIA

Amendment A1 to Agreement to Reimburse the County for the Provision of
Simulator Training

BR 13-077

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Based upon a reassessment of the amount of students attending each course, (1,450 students each), POST has amended the original Agreement and increased the total amount payable to the County from \$220,800 to \$266,800 (500 additional students x \$92 = \$46,000). County Counsel has approved the Amended Agreement as to form.

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 12112312	AMENDMENT NUMBER A1
REGISTRATION NUMBER	

1. 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

2. The term of this Agreement is July 1, 2012 through June 30, 2013

3. The maximum amount of this Agreement after this amendment is: \$ 266,800.00
Two Hundred Sixty-six Thousand, Eight Hundred Dollars

4. 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:
 Original contract is hereby amended as follows:
 Exhibit A, **REVISED** Scope of Work is amended as attached hereto and incorporated herein.

Add **Exhibit A, Attachment I**, for the inclusion of course hourly distribution schedule.

Exhibit B, Attachment 1, **REVISED** Budget Breakdown is amended as attached hereto and incorporated herein.

Exhibit D, **REVISED** Special Terms and Conditions is amended as attached hereto and incorporated herein.

Amendment increases the total amount payable from \$220,800 (Two Hundred Twenty Thousand, Eight Hundred Dollars) to \$266,800 (Two Hundred Sixty-six Thousand, Eight Hundred Dollars). Amendment increases the total amount payable by \$46,000.00.

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.)		
<u>Riverside County Sheriff's Department</u>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		FORM APPROVED COUNTY COUNSEL 7/13 BY: NEAL R. KIPNIS
ADDRESS		
<u>3423 Davis Avenue, Suite A, Riverside, CA 92518</u>		
STATE OF CALIFORNIA		
AGENCY NAME		<input type="checkbox"/> Exempt per:
<u>Commission on Peace Officer Standards and Training</u>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<u>R. W. Reed, Assistant Executive Director</u>		
ADDRESS		
<u>1601 Alhambra Boulevard, Sacramento, CA 95816-7083</u>		

**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, course training to qualified law enforcement personnel as indicated below:

1. Each course presentation shall be **presented** in accordance with the ~~Course Outlines, Budgets and Resumes on file at~~ **content provided by** POST, which are incorporated **by reference** and are hereby made a part of this agreement.
2. Contractor agrees to train up to:
 - One Thousand, ~~Four Hundred Fifty Two Hundred (1,200)~~ **(1450)** students in the four-hour Driving Simulator Course at a per student rate of \$92.00 and shall not exceed the total amount of ~~\$110,400.00~~ **\$133,400.00**.
 - One Thousand, ~~Four Hundred Fifty Two Hundred (1,200)~~ **(1450)** students in the four-hour Force Option Simulator Course at a per student rate of \$92.00 and shall not exceed the total amount of ~~\$110,400.00~~ **\$133,400.00**.
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 contract 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.
9. 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 Steven Craig	Name: Lieutenant Ken Paulson
Phone: (916) 227-4887-5562	Phone: (951) 486-2919
Fax: (916) 227-4011	Fax:

10. 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: Heather Camp	Attention: Lieutenant Ken Paulson
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	Email: kpaolson@riversidesheriff.org

EXHIBIT A, ATTACHMENT 1

Course Hourly Distribution Schedule

**EXHIBIT B
(Standard Agreement)**

REVISED 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~~ **at the completion of each course at a per student rate of \$92.00 .**
- **Driving Simulator Course shall not exceed a total amount of \$133,400.00.**
 - **Force Option Simulator Course shall not exceed a total amount of \$133,400.00.**
- 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.

4. Agreement Budget Changes

~~The POST Program Manager has the authority to transfer funds between line items that do not exceed 10%. Any changes between line items that exceed 10% will require a formal amendment to the Budget.~~

**EXHIBIT D
(Standard Agreement)**

REVISED 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 (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).