

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

176



FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
04/08/14

SUBJECT: Approval of Amendment A1 to the Agreement to Reimburse the County for the Provision of Emergency Vehicle Operations Courses at the Ben Clark Training Center, 5th/5th District.
[\$35,625 – 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Amendment A1 to the Agreement with the Commission on Peace Officer Standards and Training (POST) to reimburse the County for the provision of emergency vehicle operations courses at the Ben Clark Public Safety Training Center during FY 2013-14, and authorize the Chair to sign all copies of the Amendment.

BACKGROUND:

Summary

The emergency vehicle operations course (EVOC) is one of 42 training modules presented during the Regular Basic Course (aka Academy), the entry training level requirement for California peace officers employed by a POST-certified agency.

(Continued on Page 2)

Stanley L. Sniff Jr.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 35,625	\$	\$ 35,625	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% State funds from the Commission on Peace Officer Standards and Training
Budget Adjustment: No
For Fiscal Year: 13/14

C.E.O. RECOMMENDATION: APPROVE

BY: *Elizabeth J. Olson*
Elizabeth J. Olson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNS
DATE: 4/9/14
Departmental Concurrence

FISCAL PROCEDURES APPROVED
PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez
DATE: 4/9/14

- A-30
- 4/5 Vote
- Positions Added
- Change Order

3-67

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of Amendment A1 to the Agreement to Reimburse the County for the Provision of
Emergency Vehicle Operations Courses at the Ben Clark Training Center, 5th/5th District. [\$35,625 –
100% State]

DATE: 04/08/14

PAGE: Page 2 of 2 (BR 14-076)

BACKGROUND:

Summary (continued)

On 10/1/13 (3-14), the Board approved an Agreement with POST to reimburse the Sheriff's Department for the cost incurred during the provision of the 24 hours of the EVOC training at the Ben Clark Public Safety Training Center. The State Standard Agreement specified that POST would pay for 75 students to take the course for a cost not to exceed \$525 per student, which equated to a \$39,375 reimbursement in FY 2013-14.

However, POST increased the EVOC training time from 24 hours to 40 hours and the reimbursement per student was increased from \$525 to \$1,000 for Academies with start dates on or after August 1, 2013, through the conclusion of the fiscal year. Amendment A1 to the above Agreement, allows for 97 students at \$525 per student for Academies starting during July 2013 for a total reimbursement of \$50,925. For the balance of the fiscal year, POST will reimburse the County for 24 students at \$1,000 for a total reimbursement of \$24,000. The total reimbursement has been rounded up to \$75,000, an increase of \$35,625 over that specified in the original Agreement.

Impact on Citizens and Businesses

EVOC training is a requirement for California peace officers employed by a POST-certified agency. Local presentation of the course at the training center saves the County for student travel and possible lodging expenses.

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

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER 13112113	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, 2013** through **June 30, 2014**



3 The maximum amount of this Agreement after this amendment is: **\$75,000.00**
Seventy-five Thousand 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, Scope of Work has been **REVISED** to add paragraph a. Emergency Vehicle Operations Course (EVOC), and update the contact information as attached hereto.
 Exhibit A, Attachment 1, Course Outline, has been amended to delete page 1, Exhibit A, Attachment I, Course Outline cover page, and pages 2 and 3, Course Administration Information.
 Exhibit A, Attachment 1, Specifications for Emergency Vehicle Operations Course, has been amended to add introductory language, as attached hereto.
 Exhibit B, Budget Detail and Payment Provisions, Paragraph 1.A, is amended to add additional language for payment provisions as attached hereto.

Amendments increase the total amount payable from ~~\$39,375.00 (Thirty nine Thousand, Three Hundred, Seventy five Dollars)~~ to **\$75,000.00 (Seventy-five Thousand Dollars)**. Amendment increases the total amount payable by **\$35,625.00**.

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 Sheriff's Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type) _____	FORM APPROVED COUNTY COUNSEL BY NEAL R. KIPNIS
PRINTED NAME AND TITLE OF PERSON SIGNING _____		
ADDRESS 16791 Davis Avenue, Suite A, Riverside, CA 92518		
AGENCY NAME STATE OF CALIFORNIA		
BY (Authorized Signature) 		<input type="checkbox"/> Exempt per:
PRINTED NAME AND TITLE OF PERSON SIGNING Stephanie Scofield, Assistant Executive Director		
ADDRESS 1601 Alhambra Boulevard, Sacramento, CA 95816-7083		

**EXHIBIT A
 (Standard Agreement)**

REVISED SCOPE OF WORK

1. The Riverside County Sheriff's Department (Contractor) agrees to present for the Commission on Peace Officer Standards and Training (POST), the following training course(s) to entry-level law enforcement cadets currently attending the Regular Basic Course:

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 courses starting July 1, 2013 – July 29, 2013 will devote a minimum of 24 hours to EVOC instruction in accordance with the course outline incorporated herein exhibit A, Attachment I. This training is designed to show peace offices the importance of defensive driving principles and techniques in order to develop safe driving habits.

- 97 75 students in the Emergency Vehicle Operations Course (EVOC) training at a per student rate of \$525.00 not to exceed \$50,925.00.

Academy courses starting August 1, 2013-June 31, 2014 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 offices the importance of defensive driving principles and techniques in order to develop safe driving habits.

- 24 students in the Emergency Vehicle Operations Course (EVOC) training at a per student rate of \$1,000.00 not to exceed \$24,000.00.

- Each course presentation shall be certified by POST and presented in accordance with content provided by POST.
- 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.
- 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.
- Direct inquiries concerning the program to the Program Managers indicated below:

State Agency: Commission on POST	Contractor: Riverside County Sheriff's Department
Name: Gary Manini	Name: Lieutenant-Zachary Hall Daniel Anne
Phone: (916) 227-4868	Phone: (951) 486-2919
Email: Gary.Manini@post.ca.gov	Email: zhall@riversidesheriff.org danne@riversidesheriff.org

6. 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: Ben Clark Training Center
Attention: Heather Camp	Name: Lieutenant-Zachary Hall Daniel Anne
Address: 1601 Alhambra Blvd. Sacramento, CA 95816-7083	Address: 16791 Davis Avenue, Suite A Riverside, CA 92518
Phone: (916) 227-3937	Phone: (951) 486-2919
Email: heather.camp@post.ca.gov	Email: zhall@riversidesheriff.org danne@riversidesheriff.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). Academy courses starting July 1, 2013 – July 29, 2013 are required by POST to devote a minimum of 24 hours specifically to EVOC instruction. Academy courses starting August 1, 2013 – June 30, 2014 are 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
- 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

EXHIBIT A, ATTACHMENT I

- 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
- 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

EXHIBIT A, ATTACHMENT I

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.

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

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.

- 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)
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.

EXHIBIT A, ATTACHMENT I

- 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

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 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 ~~\$39,375.00~~ **\$75,000.00**, 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:

EVOC at a per student rate of ~~\$525.00~~:

- i. ~~\$525.00 from July 1, 2013 to July 31, 2013.~~
(Estimated maximum number of reimbursable students 97 x \$525.00 = 50,925.00)
- ii. ~~\$1000.00 from August 1, 2013 to June 30, 2014.~~
(Estimated maximum number of reimbursable students 24 x \$1000 = 24,000.00)

Allowable per student rate shall be from the course start date. Courses starting between the dates of July 1, 2013 to July 31, 2013 shall be paid at a rate of \$525.00 per student. Course start dates of August 1, 2013 to June 30, 2014 shall be paid at a rate of \$1000.00 per student.

(Estimated number of reimbursable students = 121 x ~~\$525.00~~ = ~~\$39,375.00~~; amount payable not to exceed **\$75,000.00**)

- 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 or increase/decrease of funds, by mutual written consent by the parties hereto.

3. Cancellation Clause

POST reserves the right to cancel this agreement subject to 30 days written notice to Contractor.

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.