

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

679



FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
05/15/14

SUBJECT: Approval of a FY 2014-15 Agreement to Partially Reimburse the County for the Provision of Simulator Training Courses at the Ben Clark Training Center, 5th/5th District. [\$167,072 – 31% State & \$366,941 – 69% General Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve an Agreement with the Commission on Peace Officer Standards and Training (POST) to reimburse the County for the provision of simulator training courses at the Ben Clark Public Safety Training Center during FY 2014-15, and authorize the Chair to sign all copies of the Amendment.

BACKGROUND:

Summary

The Commission on Peace Officer Standards and Training (POST) has twice 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 partially reimburses the County for each officer that attends the training courses.

(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	\$ 0	\$ 534,013	\$ 534,013	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 366,941	\$ 366,941	\$ 0	

SOURCE OF FUNDS: 31% State funds from the Commission on Peace Officer Standards and Training and 69% General Fund

Budget Adjustment: No
For Fiscal Year: 14/15

C.E.O. RECOMMENDATION: APPROVE

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

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FISCAL PROCEDURES APPROVED
 PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
 BY: *Esteban Hernandez*
 Esteban Hernandez
 Departmental Concurrence
 DATE: *5/12/14*
 FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis*
 NEAL R. KIPNIS

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

Prev. Agn. Ref.: 08/20/13 3-83 | District: 5/5 | Agenda Number:

3-77

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of a FY 2014-15 Agreement to Partially Reimburse the County for the Provision of Simulator Training Courses at the Ben Clark Training Center, 5th/5th District. [\$167,072 – 31% State & \$366,941 – 69% General Fund]

DATE: 05/15/14

PAGE: Page 2 of 2 (BR 14-089)

BACKGROUND:

Summary (continued)

Pursuant to the proposed FY 2014-15 Agreement, POST will reimburse the County up to \$167,072. Per the Agreement reimbursement plan, the Sheriff shall charge and receive a reimbursement at the rate of \$92 per student from other law enforcement agencies for either one of the four-hour training courses. For students employed by the Sheriff, POST will reimburse the department at the rate of \$46 per student for either one of the four-hour training courses. County Counsel has approved the Agreement as to form.

For FY 2014-15, Sheriff's staff estimates that instructor duty time for simulator training will cost a total of \$534,013. So net of the \$167,072 POST reimbursement, net County cost is estimated at \$366,941.

Impact on Citizens and Businesses

The two simulator training courses fulfill eight hours of the 24 hours of POST mandated perishable skills training required biennially of California peace officers employed by a POST-certified agency. The department relies on training within simulated yet realistic scenarios to keep its officers able to read, judge and act quickly and well when they are faced with similar confrontations in the field.

AGREEMENT NUMBER 14112312
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the 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, 2014** through **June 30, 2015**

3. The maximum amount of this Agreement is: **\$167,072.00**
One Hundred Sixty-seven Thousand, Seventy-two Dollars

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.

- | | |
|--|-------------|
| Exhibit A – Scope of Work | -1- page |
| Exhibit A, Attachment 1 – Hourly Distribution | -2- pages |
| Exhibit B – Budget Detail and Payment Provisions | -1- page |
| Exhibit C* – General Terms and Conditions | GTC - 610 |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | -1- page |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |
| Exhibit E – Additional Provisions | N/A page(s) |

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 www.ols.dqs.ca.gov/Standard+Language

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		<div style="text-align: center;"> <p>FORM APPROVED COUNTY COUNSEL</p> <p>BY: <i>NEAL R. KIPINS</i></p> <p>DATE: <i>5/15/14</i></p> </div>	
BY (Authorized Signature) <i>[Signature]</i>	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) <i>[Signature]</i>	DATE SIGNED (Do not type)		
PRINTED NAME AND TITLE OF PERSON SIGNING Stephanie Scofield, Assistant Executive Director		<input type="checkbox"/> Exempt per:	
ADDRESS 1601 Alhambra Boulevard, Sacramento, CA 95816-7083			

**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 certified by POST and presented in accordance with content provided by POST.
2. Contractor agrees to train up to:
 - One thousand eight hundred sixteen (1,816) students at a per student rate of \$92 for students not employed by the contract agency or three thousand six hundred thirty two (3,632) students at a per student rate of \$46 for students employed by the contract agency or a combination thereof in the four-hour Driving Simulator (LEDS) Course and/or Force Option Simulator (FOS) Course not to exceed \$167,072.00.
3. All students must be full-time law enforcement officers employed with agencies in the POST Reimbursable Program.
4. 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, 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 the applicable contracted course.
5. 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.
6. Any seats left unfilled designated for outside agencies within thirty (30) days of the course start date may be filled with the Contractor's agency personnel.
7. Direct inquiries concerning the program to the Program Managers indicated below:

State Agency: Commission on POST	Contractor: Riverside County Sheriff's Department
Name: Steven Craig	Name: Lieutenant Zack Hall Lieutenant Daniel Anne
Phone: (916) 227-5562	Phone: (951) 486-2919
Email: scraig@post.ca.gov	Email: zhall@riversidesheriff.org danne@riversidesheriff.org

8. 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 Zack Hall Lieutenant Daniel Anne
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
Email: heather.camp@post.ca.gov	Email: zhall@riversidesheriff.org & Glillibr@riversidesheriff.org danne@riversidesheriff.org

EXHIBIT A, ATTACHMENT I HOURLY DISTRIBUTION



Home Courses Reports Contact Us

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Course Hourly Distribution Schedule

[<< Course Summary](#)

Course: FORCE OPTION-SIMULATOR - 21065

Presenter: RIVERSIDE COUNTY SHERIFF'S DEPT. (2200)

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
1300	1310	Introduction, Registration, and Pre-Test
1310	1400	Penal Code and Case Law
1400	1410	Weapon Safety
1410	1430	Examination
1430	1630	Practical Application Simulator Scenarios
1630	1700	Course Evaluation and Review





[Add/View Comments](#)

Course Hourly Distribution Schedule

[<< Course Summary](#)

Course: DRIVER TRAINING-SIMULATOR - 20985

Presenter: RIVERSIDE COUNTY SHERIFF'S DEPT. (2200)

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**

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Day 1

Start	End	Subject
0800	0810	Introduction/Registration
0810	0830	Training Philosophy
0830	0900	Simulator Introduction/Simulator Orientation Exercise
0900	0930	Collision Avoidance
0930	1000	Simulator Exercises
1000	1030	Emergency Vehicle Operations: Code-3/Policy and Procedures
1030	1100	Simulator Exercises
1100	1130	Emergency Vehicle Operations: Pursuit/Policy and Procedures
1130	1200	Simulator Exercises



**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 \$167,072.00, 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:

LEDS and/or FOS Course at a per student rate of:

- o \$92.00 for students from an outside agency
(1,816 x \$92.00 = \$167,072.00)
- o \$46.00 for students who are employees of the contracting agency
(3,632 x \$46.00 = \$167,072.00)

Contractor shall be reimbursed for any combination of the two allowable per student rates listed herein, not to exceed the total amount payable of \$167,072.00.

- 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
Training Program Services - Contract Accounting
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.

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.