

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

105



SUBMITTAL DATE:
08/20/15

FROM: Sheriff-Coroner-PA

SUBJECT: Approval of a FY 2015-16 Agreement to Reimburse the County for the Provision of the Emergency Vehicle Operation Course (EVOC) at the Ben Clark Training Center, District 1. [\$75,000 - State 100%]

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 the Emergency Vehicle Operation Course (EVOC) conducted at the Ben Clark Public Safety Training Center (BCTC) during FY 2015-16, and authorize the Chair to sign all copies of the Agreement.

BACKGROUND:

Summary

POST has agreed to reimburse the Sheriff's Department for the cost incurred during the provision of the EVOC conducted at BCTC.

(Continued on Page 2)

Will Taylor

Stan Sniff
Sheriff-Coroner-PA
Will Taylor, Dir. of Admin.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 75,000	\$ 0	\$ 75,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% State funds from the Commission on Peace Officer Standards and Training	Budget Adjustment: No
	For Fiscal Year: 15/16

C.E.O. RECOMMENDATION: **APPROVE**

County Executive Office Signature BY: *Elizabeth J. Olson*
Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE: 8/19/15

FISCAL PROCEDURES APPROVED
PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
BY: Susana Garcia-Bocanegra
Department of Administration

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

3-22

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of a FY 2015-16 Agreement to Reimburse the County for the Provision of the
Emergency Vehicle Operation Course (EVOC) at the Ben Clark Training Center, District 1. [\$75,000 –
State 100%]

DATE: 08/20/15

PAGE: Page 2 of 2 (BR 16-019)

BACKGROUND:

Summary (continued)

Pursuant to the State's standard agreement (number: 15112113) POST will pay for 75 students to take the 40 hour course at a cost not to exceed \$1,000 per student, which equates to a total reimbursement of \$75,000 in FY 15/16. The POST reimbursement revenue is in the Sheriff's Department proposed FY 15/16 budget, and therefore no budget adjustment is necessary. County Counsel has approved the agreement as to form.

Impact on Citizens and Businesses

The EVOC is one of the 42 instructional sequences that make up the Regular Basic Course Academy required for California peace officers employed by a POST certified agency. Peace officers must be proficient in the operation of the vehicle and know the dynamic forces at work during a Code 3 emergency response. This instruction is designed to satisfy the requirements for law enforcement high-speed vehicle pursuit training as required in Penal Code Section 13519.8.

Attachments

Five original agreements.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 15112113
REGISTRATION NUMBER

- 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
- The term of this Agreement is: **July 1, 2015** through **June 30, 2016**
- The maximum amount of this Agreement is: **\$75,000.00**
 (Seventy-five Thousand Dollars)
- 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(s)
Exhibit A, Attachment I – Specifications for EVOC	9 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	1 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.dgs.ca.gov/Standard+Language

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

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
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) 7/1/15	
PRINTED NAME AND TITLE OF PERSON SIGNING Marion Ashley, Chairman of the Board		
ADDRESS 16791 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) 7/1/15	
PRINTED NAME AND TITLE OF PERSON SIGNING Jan Bullard, Assistant Executive Director		
ADDRESS 860 Stillwater Road, Suite 100 West Sacramento, CA 95605-1630		

FOR APPROVED COUNTY COUNSEL
 BY NEAL R. KIPNIS
 DATE 7/1/15

EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide the Commission on Peace Officer Standards and Training (POST) with Emergency Vehicle Operations Course training services as described herein.
2. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.
3. 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.
4. 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 college fees have been deducted. Invoices for payment shall be submitted in accordance with the terms specified in Exhibit B, Budget Detail and Payment Provisions.
5. The project coordinators during the term of this agreement will be:

POST

Name: Jarilyn Jones
Phone: (916) 227-4870
Email: jarilyn.jones@post.ca.gov

Riverside County Sheriff's Department

Name: Lt. Michael Hatfield
Phone: (951) 486-2919, ext
Email: mhatfiel@riversidesheriff.org

Direct all agreement inquiries to:

POST

Contracts Unit
Attention: Wendy Roberson
860 Stillwater Road, Suite 100
West Sacramento, CA 95605
Phone: (916) 227-3937
Email: wendy.roberson@post.ca.gov

Riverside County Sheriff's Department

Name: Lt. Michael Hatfield
Address: 16791 Davis Avenue, Suite A
Riverside, CA 92518
Phone: (951) 486-2919 ext
Email: mhatfiel@riversidesheriff.org

6. Statement of Work

See Exhibit A, Attachment 1

EXHIBIT A, ATTACHMENT 1

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 approximately 1,000 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). Each academy is required by POST to devote a minimum of 40 hours specifically to EVOC instruction. Academy presentation of the Regular Basic Course 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 perception and reaction time affects a vehicle's total stopping distance.**
- D. Demonstrate appropriate actions to prevent intersection collisions.**
- 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 psychological and physiological factors that may have an effect on a peace officer's driving.**
- I. Identify hazards of various conditions.**
- J. Discuss the components of a vehicle inspection.**
- K. Demonstrate proper techniques for recognizing and coping with distractions while 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(s) 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.**
- 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 an intersection when driving under emergency response conditions.**

III. LEARNING NEED

All peace 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 peace 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.
- C. 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
 - 3. Locked-wheel skid
 - 4. Acceleration skid
 - 5. Centrifugal 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 control the vehicle during understeer and oversteer conditions.

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Control of Weight Transfer
7. Skid Control
8. Rate of Performance
9. Fluency of Performance
10. Level of Response

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 to include interacting with an interference vehicle driven by a qualified Driver Training Instructor (as defined in Regulation 1070).

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Roadway Positioning
7. Operating Associated Equipment
8. Rate of Performance
9. Fluency of Performance
10. Level of Performance

Presenters must use the POST-developed Vehicle Operations 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 to include interacting with an interference vehicle driven by a qualified Driver Training Instructor (as defined in Regulation 1070).

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Roadway Positioning
7. Operating Associated Equipment
8. Rate of Performance
9. Fluency of Performance
10. Level of Performance

Presenters must use the POST-developed Vehicle Operations 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. Thirty five mph, minimum speed, light indicator, minimum 4 out of 5 successful attempts.

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control

Presenters must use the POST-developed Vehicle Operations Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

- 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) tested maneuvers contained in the Emergency Vehicle Operations Course Instructor Manual. The instructor manual slow speed maneuvers are listed as follows:

Turn around	Angled driveway
Offset 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. Situational Awareness
3. Braking Technique(s)

4. Steering Technique(s)
5. Throttle Control
6. Speed Judgment
7. Vehicle Placement
8. Backing
9. Tactical Seatbelt Removal (TSR)
10. Rate of Performance
11. Fluency of Performance

Presenters must use the POST-developed Vehicle Operations Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

- M. An exercise test that requires a student to drive a law enforcement vehicle during which the student must reach a speed of at least 65 mph prior to entering a turn of sufficient radius to require a minimum 30 mph deceleration. This exercise test may be tested concurrent with emergency response or pursuit tests.

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Speed Judgment
7. Roadway Positioning
8. Fluency of Performance
9. Level of Response

Presenters must use the POST-developed Vehicle Operations 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 participate in the use of a Law Enforcement Driving Simulator (LEDS) and after

acclamation, participate in at least two (2) different emergency responses and two (2) different pursuits.

- B. The student will participate in a learning activity that requires the student to brake suddenly and engage the Anti-lock Braking System (ABS).
- C. The student will participate in a learning activity that requires the student to drive a law enforcement vehicle during the hours of darkness (as defined in Vehicle Code Section 280) utilizing headlights. The activity must include emergency response and/or pursuit.
- D. The student will participate in a learning activity that requires the student to drive a law enforcement vehicle, during which the student will demonstrate the ability to accurately steer and control the vehicle under high performance concerning conditions, including but not limited to:
 - 1. Safety
 - 2. Situational Awareness
 - 3. Braking Technique(s)
 - 4. Steering Technique(s)
 - 5. Throttle Control
 - 6. Speed Judgment
 - 7. Roadway Positioning
 - 8. Control of Weight Transfer
- E. 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.

Additionally, Contractor will include new EVOC-specific content required by any regular updates to the Training and Testing Specifications for Peace Officer Basic Courses which become effective during the contract period.

EXHIBIT B
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 \$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 \$1,000.00.

(Estimated number of reimbursable students = 75 x \$1,000.00 = \$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

- C. Invoices shall include the Agreement Number and course roster, and shall be submitted in duplicate not more than monthly in arrears to:

Commission on POST
Accounting Section
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

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

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

EXHIBIT D
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, increase or decrease of funds by mutual written consent.
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.
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 <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

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 representatives 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).