

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



204
(1830)

SUBMITTAL DATE:
06/01/2016

FROM: Sheriff-Coroner-PA

SUBJECT: Approval of State Agreement to Reimburse the County for the Provision of the Law Enforcement Driving Simulator (LEDS) and/or the Force Option Simulator (FOS) at the Ben Clark Training Center. District 1 - [\$138,000- 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 Law Enforcement Driving Simulator (LEDS) and/or the Force Option Simulator (FOS) courses conducted at the Ben Clark Public Safety Training Center (BCTC) during the FY 2016-2017, and authorize the Chairman 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 LEDS and /or FOS courses conducted at BCTC for up to 1,500 students.

(Continued on Page 2)

[Signature]

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 138,000	\$ 0	\$ 138,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 100% State				Budget Adjustment: No	
				For Fiscal Year: 2016-2017	

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *[Signature]*
Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL 6/14/16
 DATE
 GREGORY P. PRIAMOS
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER BY: *[Signature]* 7/17/16
 BY: *[Signature]*
 Sukana Garcia-Bocanegra

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

3-46

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

FORM 11: Approval of State Agreement to Reimburse the County for the Provision of the Law Enforcement Driving Simulator (LEDS) and/or the Force Option Simulator (FOS) at the Ben Clark Training Center. District 1 - [\$138,000– State 100%]

DATE: 06/01/2016

PAGE: 2 of 2 (BR 17-001)

BACKGROUND:

Summary (continued)

Pursuant to the State's standard agreement (number: 16112312) POST will pay for 1,500 students (who are not Riverside County Sheriff employees) to take the 4 hour LEDS and/or the 4 hour FOS course at a cost not to exceed \$92 per student per 4 hour course which equates to a total reimbursement of \$138,000 in FY 16/17. The POST reimbursement revenue is in the Sheriff's Department proposed FY 16/17 budget, and therefore no budget adjustment is necessary. County Counsel has approved the agreement as to form.

Impact on Residents 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 officer able to read, judge and act quickly and well when they are faced with similar confrontations in the field.

ATTACHMENTS (if needed, in this order):

Five (5) Original License agreements

AGREEMENT NUMBER 16112312
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, 2016** through **June 30, 2017**
- The maximum amount of this Agreement is: **\$138,000.00**
 (One hundred thirty-eight 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
Exhibit A, Attachment 1 – Course Hourly Distribution Schedule	2 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	1 page

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 FORM APPROVED COUNTY COUNSEL DATE: 6/15/16 BY: NEAL R. KIPNIS
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)	
PRINTED NAME AND TITLE OF PERSON SIGNING John Benoit, Chairman, Board of Supervisors		
ADDRESS 3423 Davis Avenue, Suite A Riverside, CA 92518		
STATE OF CALIFORNIA		
AGENCY NAME Commission on Peace Officer Standards and Training		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dave Cornejo, Assistant Executive Director		
ADDRESS 860 Stillwater Road, Suite 100 West Sacramento, CA 95605-1630		

EXHIBIT A

SCOPE OF WORK

1. Riverside County Sheriff's Department (Contractor) agrees to provide the Commission on Peace Officer Standards and Training (POST), with course training to qualified law enforcement personnel as described herein.
2. The project coordinators during the term of this agreement will be:

POST

Name: Tamara Baarts
Phone: (916) 227-7357
Email: Tamara.Baarts@post.ca.gov

Direct all agreement inquiries to:

POST

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

Riverside County Sheriff's Department

Name: Lieutenant Mike Hatfield
Phone: (951) 486-2919
Email: mhatfiel@riversidesheriff.org


Riverside County Sheriff's Department

Name: Lieutenant Mike Hatfield
Address: 3423 Davis Avenue, Suite A
Riverside, CA 92518
Phone: (951) 486-2919
Email: mhatfiel@riversidesheriff.org

3. Statement of Work
 - a. Contractor agrees to train up to fifteen hundred (1500) students at a per student rate of \$92 for students not employed by the Contractor in the four-hour Law Enforcement Driving Simulator (LEDS) Course and/or Force Option Simulator (FOS) Course not to exceed \$138,000.
 - b. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.
 - c. All students must be full-time law enforcement officers employed with agencies in the POST Reimbursable Program.
 - d. 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 Exhibit B, Budget Detail and Payment Provisions.
 - e. 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.
 - f. 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.

EXHIBIT A, Attachment 1 – Course Hourly Distribution Schedule

Force Option Simulator (FOS)



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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

EXHIBIT A, Attachment 1 – Course Hourly Distribution Schedule

Law Enforcement Driving Simulator (LEDS)



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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**

[Return to top of page](#)

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
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Contractor shall receive reimbursement for services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for expenditures incurred consistent with the budget detail, up to the maximum amounts shown, in accordance with the cost breakdown, as described below.

B. All costs indicated herein are fixed rates. Totals may change based on actual usage. Costs shall be paid in accordance with Exhibit B, Budget Detail and shall not exceed **\$138,000**.

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

- \$92.00 for students from an outside agency
(1500 students X \$92.00 = \$138,000.00)

C. Upon completion of each presentation, Contractor agrees to submit an invoice with the following before payment will be authorized:

- Agreement Number
- Course Title
- Date(s) of Course
- Total number of full-time, on-duty POST reimbursable students who attended the presentation
- Authorized rate per student
- Course Roster(s) from EDI

D. Invoices shall include the Agreement Number and shall be submitted monthly in arrears to:

Commission on POST
Training Program Services Bureau – Brenda Lusk
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 rights 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 (if applicable)**: 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 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).