

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

476



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

SUBMITTAL DATE:
08/02/13

SUBJECT: Agreement to Reimburse the County for the Provision of Train the Trainer Courses at the Sheriff's Ben Clark Public Safety Training Center in FY 2013-14

RECOMMENDED MOTION: Move that the Board of Supervisors approve the Agreement with the Commission on Peace Officer Standards and Training to reimburse the County for the provision of Train the Trainer courses at the Ben Clark Public Safety Training Center (BCTC) in FY 2013-14, and authorize the Chair to sign all copies of the Agreement.

BACKGROUND: The Commission on Peace Officer Standards and Training (POST) 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). POST reimburses the County for each officer that attends the training courses. In addition, POST reimburses the County to train its own instructors for the courses.

(Continued on Page 2)

BR 14-018

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$40,382	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	FY 2013-14

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

C.E.O. RECOMMENDATION: APPROVE

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

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: 8/7/13
 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 Departmental Concurrence

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None

Date: August 20, 2013
 xc: Sheriff

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

RECEIVED BY: RIVERSIDE COUNTY CLERK

Dept't Recomm.:
Per Exec. Ofc.:

Pursuant to the proposed POST Agreement, during FY 2013-14, BCTC will train 33 students in the 24-hour Driving Simulator Instructor course at a cost not to exceed \$480.17 per student, for a total course cost of \$15,845.61.

BCTC will also train 34 students in the 40-hour Force Option Simulator Instructor course at a cost not to exceed \$721.67 per student, for a total course cost of \$24,536.78. The maximum amount that the Sheriff's Department can bill POST for this service is \$40,382.39. The POST reimbursement revenue is in the Sheriff's Department FY 2013-14 budget. County Counsel has approved the POST Agreement as to form.

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

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AGREEMENT NUMBER 13112333
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, 2013** through **June 30, 2014**

3. The maximum amount of this Agreement is: **\$40,382.39**
Forty Thousand Three Hundred Eighty-two Dollars and Thirty-nine cents

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 – Course Outlines		-7- 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

ATTEST:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY

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

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) **8/20/13**

PRINTED NAME AND TITLE OF PERSON SIGNING

JOHN J. 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


BY (Authorized Signature) DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

R.W. Reed, Assistant Executive Director

ADDRESS

1601 Alhambra Boulevard, Sacramento, CA 95816-7083

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS
DATE **8/13**

California Department of General Services Use Only

Exempt per: **SCM § 4.04, 5.B.**

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

The Riverside County Sheriff's Department (Contractor) agrees to provide for the Commission on Peace Officer Standards and Training (POST) Driving and Force Option Simulator Instructor Training to qualified law enforcement personnel.

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:
 - Thirty-three (33) students in the 24-hour Driving Simulator (LEDS) Instructor Course at a per student rate of \$480.17.
 - Thirty-four (34) students in the 40-hour Force Option Simulator (FOS) Instructor Course at a per student rate of \$721.67.
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 instructors 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.
4. The Project Representatives during the term of this agreement will be:

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

5. Direct all inquiries 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	Attention: Lieutenant Zachary Hall
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.aov	Email: zhall@riversidesheriff.org

EXHIBIT A, ATTACHMENT I

HOURLY DISTRIBUTION



Course Hourly Distribution Schedule

<< Course Summary

Course: FORCE OPTION SIMULATOR, INSTR. - 21075

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

POST Consultant Review

Current Attachment Status: **Approved**

Course Hourly Distribution Schedule Summary

Total Hours Per Course Presentation: 40
Total Number of Days of Class: 4
Days Per Week: 4

View Hourly Distribution Schedule

Jump to day: 1 2 3 4

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Day 1

Start	End	Subject
0700	0800	Instruction and Course Overview
0800	0930	Student History and Introductions
0930	1200	Discussion of Force Option Training
1200	1300	Lunch
1300	1630	Case Law and Statutes
1630	1730	Seizures of Persons

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Day 2

Start	End	Subject
0700	0800	Class/Test Review
0800	1200	Observe Live 4-Hour FOSS Class
1200	1300	Lunch
1300	1530	POST Scenario Review and Discussion
1530	1730	Adult Learning

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Day 3

Start	End	Subject
0800	0930	Human Performance Limitations
0930	1200	Action Vs. Reaction Lecture/Practical
1200	1300	Lunch
1300	1600	Student FOSS Lecture Presentations
1600	1730	Final Exam

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Day 4

Start	End	Subject
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0730	0800	Make-up Exams
0800	1030	10-15 Minute Student Core Topic Presentations
1030	1200	Student Scenario Development Presentation
1200	1300	Lunch
1300	1430	Small Group Situation Review
1430	1700	AIS System Orientation, Operation and Troubleshooting
1700	1730	Summary & Evaluations



Course Hourly Distribution Schedule

Course: **DRIVER TRAINING SIMULATOR INSTRUCTOR - 20785**

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: 24

Total Number of Days of Class: 3

Days Per Week: 3

View Hourly Distribution Schedule

Day 1

Start	End	Subject
0800	0900	Introduction and Orientation
0900	1000	Student History and Introduction
1000	1030	Collision Statistics
1030	1200	Simulator History and Orientation/SAS
1200	1300	Lunch
1300	1400	3-5 Minute Student Presentations
1400	1600	Simulator Equipment and Familiarization
1600	1700	Student Driving (Scenarios)

Day 2

Start	End	Subject
0800	1000	Case Law and Liability/CVC
1000	1100	Introduction to 4-Hour LEDS Presentation
1100	1200	5-7 Minute Student Presentations
1200	1300	Lunch
1300	1500	Simulator Instructor Scenario Group Exercise
1500	1600	Principles of Adult Learning
1600	1630	Lecture Topic Assignments and Review
1630	1700	Preparation for 10 Minute Lecture Presentations

Day 3

Start	End	Subject
0800	1030	10-15 Minute Student Presentations
1030	1200	Simulator Instructor Scenario Test
1200	1300	Lunch
1300	1430	Simulator Lab Review (Drive CAP scenarios)
1430	1500	Course Review
1500	1630	Course Final Exam
1630	1700	Course Closure and Evaluations

**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 \$40,382.39, 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:

- a. LEDES Instructor Course at a per student rate of \$480.17.
(Estimated number of reimbursable students = $33 \times \$480.17 = \$15,845.61$)
 - b. FOS Instructor Course at a per student rate of \$721.61.
(Estimated number of reimbursable students = $34 \times \$721.67 = \$24,536.78$)
- 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

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.