

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

788



FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
08/6/15

SUBJECT: Approval of the FY 2015-16 Agreement to Reimburse the County for the Provision of the Law Enforcement Driving Simulator (LEDS) and/or the Force Option Simulator (FOS) Courses 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 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 LEDS and/or FOS courses conducted at BCTC, for up to 1,500 students.

(Continued on Page 2)

Will Taylor
Stan Sniff
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	\$ 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 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

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Benoit
Nays: None
Absent: Ashley
Date: August 18, 2015
xc: Sheriff

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

Prev. Agn. Ref.: 06/3/14 3-78 | District: 1 | Agenda Number:

3-62

FORM APPROVED COUNTY COUNSEL
DATE 7/29/15
BY: GREGORY P. PRIAMOS

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: *Susilha Garcia-Bocanegra*
Susilha Garcia-Bocanegra
8/5/15
Departmental Concurrence

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the FY 2015-16 Agreement to Reimburse the County for the Provision of the Law Enforcement Driving Simulator (LEDS) and/or the Force Option Simulator (FOS) Courses at the Ben Clark Training Center, District 1. [\$138,000 – State 100%]

DATE: 08/6/15

PAGE: Page 2 of 2 (BR 16-005)

BACKGROUND:

Summary (continued)

Pursuant to the State's standard agreement (number: 15112312) POST will pay for 1,500 students to take the POST certified course at a cost not to exceed \$92 per student, which equates to a total reimbursement of \$138,000 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 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.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

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

AGREEMENT NUMBER

15112312

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, 2015 through June 30, 2016

Agreement is:

3. The maximum amount of this Agreement is: \$138,000.00
 (One hundred thirty-eight thousand 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 – 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 |

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.dqs.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)

9/19/15

PRINTED NAME AND TITLE OF PERSON SIGNING

Marion Ashley, 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)

9/15/15

PRINTED NAME AND TITLE OF PERSON SIGNING

Dave Cornejo, Assistant Executive Director

ADDRESS

860 Stillwater Road, Suite 100
 West Sacramento, CA 95605-1630

California Department of General Services Use Only



Exempt per:



AUG 18 2015

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EXHIBIT A

SCOPE OF WORK

1. The 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

Riverside County Sheriff's Department

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

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

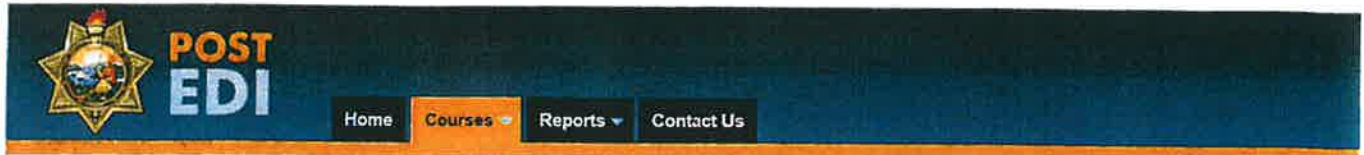
Name: Lieutenant Mike Hatfield
Address: 3423 Davis Avenue, Suite A
Riverside, CA 92518
Phone: (951) 486-2919
Email: mhatfiel@riversidesheriff.org

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 the applicable contracted course.
- 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)



[Add/View Comments](#)

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)



**POST
EDI**

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[Courses](#)

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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 in duplicate not more frequently than 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.
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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 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).



RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, August 18, 2015, that Marion Ashley, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 15112312 between Riverside County and California Commission on Peace Officer Standards and Training providing: for the Provision of the Law Enforcement Driving Simulator (LEDS) and/or the Force Option Simulator (FOS) Courses at the Ben Clark Training Center.

Roll Call:

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

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By:  Deputy