

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

134



**SUBMITTAL DATE:
06/07/2016**

FROM: Sheriff-Coroner-PA

SUBJECT: Approval of FY 2016-17 State Agreement to Reimburse the County for the Provision of the Law Enforcement Driving Simulator (LEDS) and/or the Force Option Simulator (FOS) Instructor Courses at the Ben Clark Training Center, District One. [\$40,382–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 2016-17, 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 Instructor courses conducted at BCTC, for up to 67 students.

(Continued on Page 2)

Stan Sniff
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	\$ 40,382	\$	\$ 40,382	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: 100% State				Budget Adjustment: No	
				For Fiscal Year: 16/17	

C.E.O. RECOMMENDATION:

APPROVE

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

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: July 12, 2016
xc: Sheriff

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

FORM APPROVED COUNTY COUNSEL DATE 5/31/16
 BY: GREGORY P. PRIAMOS
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA AUDITOR-CONTROLLER
 BY: Esteban Hernandez
 FO Departmental Concurrence

A-30
 4/5 Vote
 Positions Added
 Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of FY 2016-17 State Agreement to Reimburse the County for the Provision of
the Law Enforcement Driving Simulator (LEDS) and/or the Force Option Simulator (FOS) Instructor
Courses at the Ben Clark Training Center, District 1. [\$40,382. – State 100%]**

DATE: 06/07/2016

PAGE: 2 of 2 (BR 17-006)

BACKGROUND:

Summary (continued)

Pursuant to the State's standard agreement (number 16112333) POST will pay for 33 students to take the POST certified LEDS course at a cost not to exceed \$480.17 per student and 34 students to take the POST certified FOS course at cost not to exceed \$721.67 per student, which equates to a total reimbursement of \$40,382.39 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 a portion of the 24 hours of POST mandated perishable skills training required biennially of California peace officer 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

ATTACHMENTS (if needed, in this order):

Five original Agreements

CLERK'S COPY

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

AGREEMENT NUMBER 16112333
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, 2016** through **June 30, 2017**

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 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.dgs.ca.gov/Standard+Language

FORM APPROVED COUNTY COUNSEL

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto. BY:  DATE: **5-31-16**

SYNTHIA M. GUNZEL DATE

California Department of General Services Use Only

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) 7/12/16
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	
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	

Exempt per: SCM 4.03

JUL 12 2016 3-40

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


Riverside County Sheriff's Department

Ben Clark Training Center
Name: Lieutenant Michael 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 thirty-three (33) students in the 24-hour Law Enforcement Driving Simulator (LEDS) Instructor Course at a per student rate of \$480.17 and up to thirty-four (34) students in the 40-hour Force Option Simulator (FOSS) Instructor Course at a per student rate of \$721.67.
- 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.

EXHIBIT A, Attachment 1 – Course Hourly Distribution Schedule


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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

Jump to day: [1](#) [2](#) [3](#)

[Return to top of page](#)

Day 1

Start	End	Subject
0900	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)

[Return to top of page](#)

Day 2

Start	End	Subject
0900	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

[Return to top of page](#)

Day 3

Start	End	Subject
0900	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



[Add/View Comments](#)

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](#)

[Return to top of page](#)

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

[Return to top of page](#)

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

[Return to top of page](#)

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

[Return to top of page](#)

Day 4

Start	End	Subject
0700	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

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 **\$40,382.39**.

LEDS Instructor Course at a per student rate of \$480.17
(33 students X \$480.17 = \$15,845.61)

FOS Instructor Course at a per student rate of \$721.61
(34 students X \$721.67 = \$24,536.78)

- 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).

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, July 12, 2016, that John J. Benoit, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 16112333 between Riverside County and California Commission on Peace Officer Standards and Training providing: for reimbursement to the County for the provision of the Law Enforcement Driving Simulator (LEDS) and/or Force Option Simulator (FOS) Instructor Courses at the Ben Clark Training Center.

Roll Call:

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

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