

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



ITEM
3.37
(ID # 4549)

MEETING DATE:

Tuesday, June 20, 2017

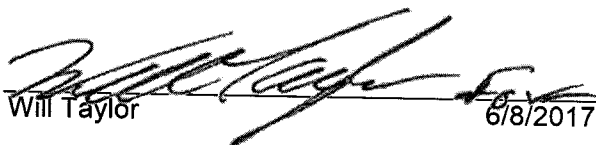
FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approval of State Agreement to Reimburse the County for the Provision of the Emergency Vehicle Operation Course (EVOC) at the Ben Clark Training Center. District 1 - [\$100,000-100%-CA POST Reimbursements]

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 the FY 2017/2018, and authorize the Chairman to sign all copies of the Agreement.


ACTION: Policy


Will Taylor 6/8/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: June 20, 2017
xc: Sheriff

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 100,000	\$ 0	\$100,000	\$ 0
NET COUNTY COST	\$ 100,000	\$ 0	\$100,000	\$ 0
SOURCE OF FUNDS: 100%—CA POST Reimbursements			Budget Adjustment:	No
			For Fiscal Year:	2017-2018

C.E.O. RECOMMENDATION:

BR 17-058

BACKGROUND:

Summary

POST has agreed to reimburse the Sheriff's Department for the cost incurred during the provision of the EVOC presented by BCTC. Pursuant to the State's standard agreement (number: 17112113) Post will pay for 100 students to take the 40 hours' course at a cost not to exceed \$1,000 per student which equates to a total reimbursement of \$100,000 in FY 2017/2018. The POST reimbursement revenue is in the Sheriff's Department proposed FY 2017/2018 budget, and therefore no budget adjustment is necessary. County Counsel has approved the agreement as to form.

Impact on Residents and Businesses

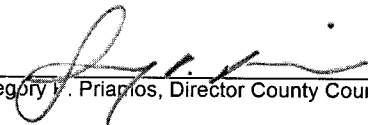
The EVOC is one of the 42 instructional sequences that make up the Regular Basic Course Academy required for California peace officers employed by a POST participating agency. Peace officer must be proficient in the operation of the vehicle and know the dynamic forces at work during a Code 3 emergency 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 (5) Original License agreements


Elizabeth Olson

6/12/2017


Gregory V. Priamos, Director County Counsel

6/6/2017

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RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, June 20, 2017, that John Tavaglione, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 17112113 between Riverside County and California Commission on Peace Officer Standards and Training providing: for the Provision of the Emergency Vehicle Operation Course (EVOC) at the Ben Clark Training Center.

Roll Call:

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

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

CLERK'S COPY

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

AGREEMENT NUMBER 17112113
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, 2017** through **June 30, 2018**

3. The maximum amount of this Agreement is: **\$100,000.00**
One Hundred 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	2 page(s)
Exhibit A – Attachment 1 – Specifications for EVOC	6 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	1 page

ATTEST:
 KECIA HARPER IHEM, Clerk
 By *[Signature]*
 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) <i>[Signature]</i>	DATE SIGNED (Do not type) 6/20/17
PRINTED NAME AND TITLE OF PERSON SIGNING John Tavaglione, 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) <i>[Signature]</i>	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING David G. Cornejo, Assistant Executive Director	
ADDRESS 860 Stillwater Road, Suite 100, West Sacramento, CA 95605-1630	

FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS
 DATE: 6/20/17

California Department of General Services Use Only
<input type="checkbox"/> Exempt per:

JUN 20 2017 3.37

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 Emergency Vehicle Operations (EVOC) training services as described herein.

Emergency Vehicle Operations Course (EVOC)

The Regular Basic Course (RBC), in any format presented, is the entry-level training requirement for California peace officers specified in Penal Code section 832.3(a) as well as peace officers employed by POST participating agencies as specified in Commission Regulation 1005(a). Presentation of the RBC curriculum is intermittent and based upon the staffing needs of the region or agency. The RBC is delivered in an instructional sequence which is divided into 42 Learning Domains (LDs), one (1) of which is the EVOC in LD 19.

The Contractor will devote a minimum of 40 hours to EVOC instruction in accordance with the course content specified in the Training and Testing Specifications for Peace Officer Basic Courses (TTS), incorporated herein Exhibit A, Attachment 1. Additionally, the Contractor will include new EVOC-specific content required by any regular updates to the TTS which become effective during the contract period. This training is designed to show peace officers the importance of defensive driving principles and techniques in order to develop safe driving habits.

Contractor will train One hundred (100) students in the EVOC training at a per student rate of \$1,000, not to exceed \$100,000.00.

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 tuition has 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: Melanie Dunn
Phone: (916) 227-4866
Email: Melanie.dunn@post.ca.gov

Riverside County Sheriff's Department

Name: Cheri Pearson
Phone: (951) 486-2786
Email: cpearson@riversidesheriff.org

Direct all agreement inquiries to:

POST

Contracts Unit
Attention: Contracts Officer
860 Stillwater Road, Suite 100
West Sacramento, CA 95605
Phone: (916) 229-3937
Email: contracts@post.ca.gov

Riverside County Sheriff's Department

Name: Cheri Pearson
Address: 16791 Davis Avenue, Ste. A
Riverside, CA 92518
Phone: (951) 486-2786
Email: cpearson@riversidesheriff.org

6. Statement of Work

See Exhibit A, Attachments 1

Exhibit A, Attachment 1

Specifications for Emergency Vehicle Operations Course (EVOC)

The Regular Basic Course (RBC), in any format presented, is the entry-level training requirement for California peace officers specified in Penal Code section 832.3(a) as well as peace officers employed by POST participating agencies as specified in Commission Regulation 1005(a). The RBC is delivered in an instructional sequence which is divided into 42 Learning Domains (LDs), one (1) of which is the EVOC in LD19. The Contractor will devote a minimum of 40 hours to EVOC instruction. Presentation of the RBC 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 road 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 thorough understanding of the associated liability and safety issues.

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. Discuss the requirements of Penal Code Section 13519.8
- B. Discuss the requirements of Vehicle Code Section 17004.7

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

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.

- A. An exercise test that requires the student drive a law enforcement vehicle not equipped with Electronic Stability Control (ESC) and demonstrate the ability to control the vehicle during understeer and oversteer conditions or drive a law enforcement vehicle equipped with ESC and demonstrate the ability to control the vehicle during understeer 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.

- B. 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 Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

- C. 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. Level of Performance
10. Fluency of Performance

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.

- D. An exercise test that requires the student to drive a law enforcement vehicle and successfully demonstrate in four out of five attempts the collision avoidance exercise as described in the Emergency Vehicle Operations Course Instructor Manual. The test will include a light indicator for lane selection and a minimum of 35 mph entry speed in dry surface conditions and a minimum of 30 mph entry speed in wet surface conditions. If the light indicator malfunctions, an alternate visual indicator shall be utilized.

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

- E. 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
Off Set Lane	"Y" Driveway
Steering Course (forward and reverse)	Vehicle Control
"T" Driveway	Parallel Parking
Bootleg Turn	

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Techniques(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 Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

- F. 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 concurrently with emergency response or pursuit tests.

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Techniques(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 Competency 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 acclimation 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 cornering 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
 5. Universal concepts of Penal Code Section 13519.8 and Vehicle Code Section 17004.7

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 \$100,000.00, 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 who completed the EVOC portion of the course:

EVOC at a per student rate of \$1,000.00
(Estimated number of reimbursable students = 100 x \$1,000.00 = \$100,000.00)

- 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. Per Penal Code 13523, POST does not allow reimbursement for Reserve Officers.
 - Authorized rate per student
 - Dates of Course presented

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 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).