

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



**ITEM: 3.31
(ID # 21873)**

MEETING DATE:
Tuesday, June 06, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve Amendment No.1 to Standard Agreement No. 22112113 with the Commission on Peace Officer Standards and Training to Reimburse the County for the Provision of the Emergency Vehicle Operation Course Presented by the Ben Clark Training Center for FY22-23, District 1. [Total \$90,000 – 100% State Reimbursement]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 1 to Standard Agreement No. 22112113 (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) presented by the Ben Clark Public Safety Training Center (BCTC) for FY22-23 for a total amount of \$90,000 to be transferred to Allan Hancock Joint Community College District (AHJCCD), and authorize the Chair of the Board to sign the Agreement on behalf of the County.

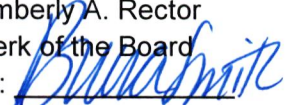
ACTION:Policy


Matthew Jimenez 5/18/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez, and Gutierrez
Nays: None
Absent: Spiegel
Date: June 6, 2023
xc: Sheriff

Kimberly A. Rector
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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BR# 23-086

BACKGROUND:

Summary

The Sheriff's Department is responsible for planning, coordinating, and conducting Emergency Vehicle Operation Course (EVOC) training for the Basic Course Academy. Each course presented shall be certified by Peace Officer Standards and Training (POST) with a minimum of forty (40) hours of instruction in accordance with the course content provided by POST. The training is designed to show peace officers the importance of defensive driving principles and techniques to develop safe driving habits. POST has agreed to reimburse the Sheriff's Department for the cost incurred during the provision of EVOC presented by the Sheriff's Department for up to 116 students. Pursuant to the State Standard Agreement No. 22112113, POST will pay for 116 students to take the 40-hour course at a cost not to exceed \$1,500 per student which equates to a total reimbursement of \$174,000 in FY22-23.

The Sheriff's Department is requesting to transfer \$90,000 of the EVOC POST reimbursement to Allan Hancock Joint Community College District (AHJCCD). AHJCCD provided the EVOC training for 56 of our Academy recruits and POST will work directly with the College to reimburse them.

Impact on Residents and Businesses

The EVOC is one of the forty-one (41) instructional sequences that make up the Basic Course Academy required for California peace officers employed by a POST participating agency. Peace officers 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:

State of California Standard Agreement (No. 22112113) A1 – 4 copies

Rebecca S. Cortez
Rebecca S. Cortez, Principal Management Analyst

5/31/2023

Kristine Bell-Valdez
Kristine Bell-Valdez, Supervising Deputy County Counsel

5/10/2023

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, June 6th, 2023, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. 22112113 between Riverside County and the Commission on Peace Officer Standards and Training (POST) providing for: Emergency Vehicle Operation Course (EVOC)

ROLL CALL:

Ayes: Jeffries, Washington, Perez and Gutierrez
Nays: None
Absent: Spiegel
Abstain: 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.

KIMBERLY A. RECTOR, Clerk of the Board

BY: 
Deputy

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

SCO ID: 8120-22112113-A1

WHEN DOCUMENT IS FULLY EXECUTED RETURN TO CLERK'S OFFICE

AGREEMENT NUMBER 22112113	AMENDMENT NUMBER 0	Purchasing Authority Number
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

CLERK'S OFFICE
 Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank You.

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Commission on Peace Officer Standards and Training

CONTRACTOR NAME
County of Riverside - Riverside County Sheriff's Department

2. The term of this Agreement is:

START DATE
July 1, 2022

THROUGH END DATE
June 30, 2023

3. The maximum amount of this Agreement after this Amendment is:
\$90,000.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to remove 56 students at \$1500.00 = \$84,000.00

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Riverside-Riverside County Sheriff's Department

CONTRACTOR BUSINESS ADDRESS 16791 Davis Avenue, Suite A	CITY Riverside	STATE CA	ZIP 92518
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PRINTED NAME OF PERSON SIGNING Kevin Jeffries	TITLE Chair, Board of Supervisors
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 6/6/23
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Commission on Peace Officer Standards and Training

CONTRACTING AGENCY ADDRESS 860 Stillwater Road, Suite 100	CITY West Sacramento	STATE CA	ZIP 95605
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PRINTED NAME OF PERSON SIGNING Manny Alvarez	TITLE Executive Director
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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FORM APPROVED COUNTY COUNSEL
 by  DATE 5/24/23
 KRISTINE BELL-VALDEZ

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 

JUN 6 2023 3.31

EXHIBIT A

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 41 Learning Domains (LDs), one (1) of which is the Emergency Vehicle Operations Course (EVOC) in LD 19.

SCOPE OF WORK

1. Riverside County Sheriff's Department (Contractor) agrees to provide the Commission on Peace Officer Standards and Training (POST), with EVOC Training services as described herein.
2. The project coordinators during the term of this Agreement will be:

POST

Name: Carrie Hollar
Phone: (916) 227-4661
Email: Carrie.Hollar@post.ca.gov

Riverside County Sheriff's Department

Name: Lieutenant Brian Wolfe
Phone: (951) 486-2737
Email: bmwolfe@riversidesheriff.org

Direct all Agreement inquiries to:

POST

Contracts Unit
Name: Contracts Analyst
860 Stillwater Road, Suite 100
West Sacramento, CA 95605
Phone: (916) 227-4537
Email: contracts@post.ca.gov

Riverside County Sheriff's Department

Name: Lieutenant Brian Wolfe
Address: 16791 Davis Avenue, Suite A
Riverside, CA 92518
Phone: (951) 486-2737
Email: bmwolfe@riversidesheriff.org

3. Statement of Work
 - a. The Contractor agrees to train up to ~~one hundred (116)~~ sixty (60) students at a per student rate of \$1,500.00 for students in EVOC training not to exceed ~~\$174,000.00~~ \$90,000.00.
 - b. 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 I.
 - c. 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.
 - d. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.

- e. All students must be full-time law enforcement officers employed with agencies in the POST Reimbursable Program.

- f. 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. 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, the 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 I

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 41 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 Technique(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 Technique(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.

REQUIRED LEARNING ACTIVITIES

- A. The student will participate in a learning activity that requires the student to brake suddenly and engage the Anti-lock Braking System (ABS).
- B. 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.
- C. 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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT**

A. The Contractor shall receive reimbursement for services satisfactorily rendered and upon receipt and approval of the Contractor's invoices, the State agrees to compensate the Contractor for expenditures incurred, up to the maximum amount of ~~\$174,000.00~~ \$90,000.00 as described below.

B. All costs indicated herein are fixed rates. Totals may change based on actual usage.

The maximum number of ~~one hundred and sixteen (116)~~ sixty (60) EVOC Courses shall be presented and is not to exceed the per student rate of \$1,500.00 for reimbursable students:

~~116~~ 60 students X \$1,500.00 per student rate = ~~\$174,000.00~~ \$90,000.00 maximum contract amount

C. Upon completion of each presentation, the Contractor agrees to submit a detailed invoice in duplicate with the following information before payment will be authorized:

- Agreement Number
- Course Title
- Dates of Course presented
- Authorized rate per student
- 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.

Invoices not containing the above bulleted information will be disputed and payment will be held until complete information and/or documentation is submitted. The Contractor shall submit invoices not more frequently than monthly in arrears to the address provided below before the 15th of the upcoming month:

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 California State 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 California State 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 produce its decision notification decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 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. If the Contractor fails to submit such a protest within the period specified above shall constitute a waiver of any and all rights to adjustment in the Agreement terms and POST's decision shall be final and conclusive. Pending POST final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement.
2. **AMENDMENTS**: This Agreement may be amended for time, scope, increase or decrease of funds by mutual written consent.
3. **TERMINATION CLAUSE**: This Agreement may be terminated by either party, at any time, with or without cause, by delivering thirty days written notice to the other party. In addition, POST reserves the right to require the Contractor to terminate any employee, representative or approved subcontractor providing services on behalf of the Contractor under this Agreement (a) at any time, with or without cause, by delivering thirty day written notice to the Contractor; or (b) immediately, with cause, which for purposes hereof means such employee, representative or approved subcontractor has engaged in conduct deemed to be illegal, immoral, fraudulent, inappropriate or unprofessional as determined by POST. The Contractor shall provide timely evidence to POST of its compliance with the foregoing employee, representative or approved subcontractor terminations. Failure to comply may result in the de-certification of the Contractor's presentation.
4. **CONTRACTOR EVALUATION (if applicable)**: In accordance with provisions of the Public Contract Code, PCC § 10367, 10369 and 10370, the Contractor's performance under this Agreement will be evaluated. The evaluation will be prepared by POST within 60 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*): The Contractor is expected to perform the services 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, the Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives will, at all times when performing services under this Agreement (a) comply with all applicable local, city, county, state and federal laws, codes, statutes, ordinances, rules and regulations; and (b) fulfill student course expectations.

The Contractor shall notify POST in writing immediately upon termination of any such subcontract(s).

RESOLUTION

1
2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of
4 California, in regular session assembled on Tuesday, June 6th, 2023, that the Chair is authorized
5 and directed to execute on behalf of said County the Standard Agreement No.
6 22112113 between Riverside County and the Commission on Peace Officer Standards and
7 Training (POST) providing for: Emergency Vehicle Operation Course (EVOC)
8

9 ROLL CALL:

10 Ayes: Jeffries, Washington, Perez and Gutierrez
11 Nays: None
12 Absent: Spiegel
13 Abstain: None
14

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

17 KIMBERLY A. RECTOR, Clerk of the Board

18 BY: 
19 Deputy
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT

SCO ID: 8120-22112113-A1

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER 22112113	AMENDMENT NUMBER A1	Purchasing Authority Number
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 Office Box 1147, Riverside, Ca 92502-1147
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 Commission on Peace Officer Standards and Training

CONTRACTOR NAME
 County of Riverside - Riverside County Sheriff's Department

2. The term of this Agreement is:

START DATE
 July 1, 2022

THROUGH END DATE
 June 30, 2023

3. The maximum amount of this Agreement after this Amendment is:
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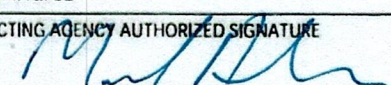
CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
 County of Riverside-Riverside County Sheriff's Department

CONTRACTOR BUSINESS ADDRESS 16791 Davis Avenue, Suite A	CITY Riverside	STATE CA	ZIP 92518
PRINTED NAME OF PERSON SIGNING Kevin Jeffries	TITLE Chair, Board of Supervisors		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 6/6/23		

STATE OF CALIFORNIA

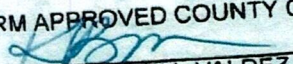

CONTRACTING AGENCY NAME
 Commission on Peace Officer Standards and Training

CONTRACTING AGENCY ADDRESS 860 Stillwater Road, Suite 100	CITY West Sacramento	STATE CA	ZIP 95605
PRINTED NAME OF PERSON SIGNING Manny Alvarez	TITLE Executive Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



EXEMPTION (If Applicable)

FORM APPROVED COUNTY COUNSEL
 BY  DATE 
 KRISTINE BELL-VALDEZ

ATTEST:
 KIMBERLY A. RECTOR, Clerk
 By 
 DEPUTY

JUN 6 2023 3.31

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2. The project coordinators during the term of this Agreement will be:

POST

Name: Carrie Hollar
Phone: (916) 227-4661
Email: Carrie.Hollar@post.ca.gov

Riverside County Sheriff's Department

Name: Lieutenant Brian Wolfe
Phone: (951) 486-2737
Email: bmwolfe@riversidesheriff.org

Direct all Agreement inquiries to:

POST

Contracts Unit
Name: Contracts Analyst
860 Stillwater Road, Suite 100
West Sacramento, CA 95605
Phone: (916) 227-4537
Email: contracts@post.ca.gov

Riverside County Sheriff's Department

Name: Lieutenant Brian Wolfe
Address: 16791 Davis Avenue, Suite A
Riverside, CA 92518
Phone: (951) 486-2737
Email: bmwolfe@riversidesheriff.org

3. Statement of Work
 - a. The Contractor agrees to train up to ~~one hundred (116)~~ sixty (60) students at a per student rate of \$1,500.00 for students in EVOC training not to exceed ~~\$174,000.00~~ \$90,000.00.
 - b. 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 I.
 - c. 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.
 - d. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.

- e. All students must be full-time law enforcement officers employed with agencies in the POST Reimbursable Program.

- f. 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. 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, the 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 I

Specifications for Emergency Vehicle Operations Course (EVOG)

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 41 Learning Domains (LDs), one (1) of which is the EVOG in LD19. The Contractor will devote a minimum of 40 hours to EVOG 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 Technique(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 Technique(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.

REQUIRED LEARNING ACTIVITIES

- A. The student will participate in a learning activity that requires the student to brake suddenly and engage the Anti-lock Braking System (ABS).
- B. 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.
- C. 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

- D. 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 Contractor shall receive reimbursement for services satisfactorily rendered and upon receipt and approval of the Contractor's invoices, the State agrees to compensate the Contractor for expenditures incurred, up to the maximum amount of ~~\$174,000.00~~ \$90,000.00 as described below.

B. All costs indicated herein are fixed rates. Totals may change based on actual usage.

The maximum number of ~~one hundred and sixteen (116)~~ sixty (60) EVOG Courses shall be presented and is not to exceed the per student rate of \$1,500.00 for reimbursable students:

116-60 students X \$1,500.00 per student rate = \$174,000.00 \$90,000.00 maximum contract amount

C. Upon completion of each presentation, the Contractor agrees to submit a detailed invoice in duplicate with the following information before payment will be authorized:

- Agreement Number
- Course Title
- Dates of Course presented
- Authorized rate per student
- 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.

Invoices not containing the above bulleted information will be disputed and payment will be held until complete information and/or documentation is submitted. The Contractor shall submit invoices not more frequently than monthly in arrears to the address provided below before the 15th of the upcoming month:

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 California State 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 California State 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 produce its decision notification decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 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. If the Contractor fails to submit such a protest within the period specified above shall constitute a waiver of any and all rights to adjustment in the Agreement terms and POST's decision shall be final and conclusive. Pending POST final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement.
2. **AMENDMENTS:** This Agreement may be amended for time, scope, increase or decrease of funds by mutual written consent.
3. **TERMINATION CLAUSE:** This Agreement may be terminated by either party, at any time, with or without cause, by delivering thirty days written notice to the other party. In addition, POST reserves the right to require the Contractor to terminate any employee, representative or approved subcontractor providing services on behalf of the Contractor under this Agreement (a) at any time, with or without cause, by delivering thirty day written notice to the Contractor; or (b) immediately, with cause, which for purposes hereof means such employee, representative or approved subcontractor has engaged in conduct deemed to be illegal, immoral, fraudulent, inappropriate or unprofessional as determined by POST. The Contractor shall provide timely evidence to POST of its compliance with the foregoing employee, representative or approved subcontractor terminations. Failure to comply may result in the de-certification of the Contractor's presentation.
4. **CONTRACTOR EVALUATION (if applicable):** In accordance with provisions of the Public Contract Code, PCC § 10367, 10369 and 10370, the Contractor's performance under this Agreement will be evaluated. The evaluation will be prepared by POST within 60 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*): The Contractor is expected to perform the services 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, the Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives will, at all times when performing services under this Agreement (a) comply with all applicable local, city, county, state and federal laws, codes, statutes, ordinances, rules and regulations; and (b) fulfill student course expectations.

The Contractor shall notify POST in writing immediately upon termination of any such subcontract(s).