

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

911



SUBMITTAL DATE:
09/10/13

FROM: Sheriff-Coroner-PA

SUBJECT: Approval of an Agreement to Reimburse the County for the Provision of Law Enforcement Supervisory Courses at the Ben Clark Training Center District 5/5

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement with the Commission on Peace Officer Standards and Training to partially reimburse the County for the provision of law enforcement supervisory courses at the Ben Clark Public Safety Training Center during FY 2013-14, and authorize the Chair to sign all copies of the Agreement.

BACKGROUND:

Summary

The Commission on Peace Officer Standards and Training (POST) has agreed to reimburse the Sheriff's Department \$34,650 of the cost incurred for five presentations of a supervisory course to California law enforcement personnel at the Ben Clark Public Safety Training Center in FY 2013-14.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 80,500	\$	\$ 80,500	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 45,850	\$	\$ 45,850	\$ 0	
SOURCE OF FUNDS: Department budget 57% & State (POST) 43%				Budget Adjustment: No	
				For Fiscal Year: 13/14	

C.E.O. RECOMMENDATION: APPROVE

BY:
Elizabeth J. Olson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY:
 Lisette Rose
 Departmental Concurrence
 DATE: 9/17/13
 FORM APPROVED COUNTY COUNSEL
 BY:
 NEAL R. KIPNIS

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of an Agreement to Reimburse the County for the Provision of
Law Enforcement Supervisory Courses at the Ben Clark Training Center

DATE: 09/10/13

PAGE: Page 2 of 2 (BR 14-033)

BACKGROUND:

Summary (continued)

The cost for the five presentations is estimated to total 80,500. After accounting for the POST reimbursement, the net County cost is \$45,850. County Counsel has approved the Agreement as to form.

Impact on Citizens and Businesses

These law enforcement courses cover topics vital to the sworn first-line supervisors. Course topics include Values, Principles & Ethics; Leadership Styles & Assertive Leadership; Employee Performance Appraisal; and Counseling/Discipline. The cost for the classes is partially reimbursed by POST. Local presentation of the classes at the training center saves the County for student travel and possible lodging expenses.

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

AGREEMENT NUMBER

13112444

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Commission on Peace Officer Standards and Training

CONTRACTOR'S NAME

Riverside County Sheriff's Department

2. The term of this Agreement is: July 1, 2013 through June 30, 2014

3. The maximum amount of this Agreement is: \$34,650.00
 Thirty-four Thousand, Six Hundred Fifty Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	-1- page
Exhibit A, Attachment 1 – Course outline	-2- pages
Exhibit B – Budget Detail and Payment Provisions	-1- page

Exhibit C* – General Terms and Conditions GTC - 610

Check mark one item below as Exhibit D:

- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) -1- page
- Exhibit - D* Special Terms and Conditions

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dqs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside County Sheriff's Department	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS Ben Clark Training Center 16791 Davis Avenue, Riverside CA 92518	
STATE OF CALIFORNIA	
AGENCY NAME Commission on Peace Officer Standards and Training	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING R.W. Reed, Assistant Executive Director	
ADDRESS 1601 Alhambra Boulevard, Sacramento, CA 95816-7083	

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: 7/1/13

California Department of General Services Use Only	
<input checked="" type="checkbox"/> Exempt per:	SCM § 4.04, 5. b.

**EXHIBIT A
(Standard Agreement)**

The 80-hour mandated Supervisory Course (Regulation 1005) must be completed within 12 months of promotion or appointment to a first-level supervisory position.

SCOPE OF WORK

The Riverside County Sheriff's Department (Contractor) agrees to provide for the Commission on Peace Officer Standards and Training (POST), five (5) presentations of the POST Supervisory Course to California law enforcement personnel.

1. Contractor agrees to place on all course announcements and informational materials the following:
 - A) "All prospective students must have completed the POST Basic Course or its equivalent prior to enrollment in the Supervisory Course."
 - B) "The Supervisory Course is specifically designed for sworn first-level supervisors and may not be compatible with the needs of students who are other than sworn first - line supervisors."
2. The Supervisory Course is organized under the following topics:
 - Introduction-Role Identification
 - Values, Principles, Ethics
 - Leadership Styles
 - Liability Issues
 - Assertive Leadership
 - Employee Performance Appraisal
 - Counseling
 - Discipline
 - Employee Relations
 - Administrative Support
 - Planning and Organizing
 - Communication
 - Training
 - Report Review
 - Investigations
 - Stress
 - The Transition
3. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.
4. Contractor agrees that they will not charge any prospective students of the Course any tuition or fees for costs associated with presentation of the curriculum except as noted below.
 - A) Fees associated with college registration, units, and related activities; or materials fees allowed by State law.
5. Direct inquiries concerning this program to the Program Managers indicated below:

State Agency: Commission on POST	Contractor: Riverside County Sheriff's Department
Name: Patricia Chisum	Name: Corporal Ricky Valentine
Phone: (916) 227-3916	Phone: (951) 486-2798
E-mail: patricia.chisum@post.ca.gov	E-mail: rvalenti@riversidesheriff.org

6. Direct inquiries concerning the processing of this agreement to:

State Agency: Commission on POST	Contractor: Riverside County Sheriff's Department
Section/Unit: Contracts Unit	Section/Unit: Ben Clark Training Center
Attention: Patti Kaida	Attention: Corporal Ricky Valentine
Address: 1601 Alhambra Blvd. Sacramento, CA 95816-7083	Address: 16791 Davis Avenue Riverside, CA 92518
Phone: (916) 227-4847	Phone: (951) 486-2798
Email: patti.kaida@post.ca.gov	Email: rvalenti@riversidesheriff.org

**EXHIBIT A – ATTACHMENT 1
(Standard Agreement)**

Supervisor's Course – Schedule Week One

Time	Monday		Tuesday		Wednesday		Thursday		Friday
0800	Registration Course Overview	0800	Role Transition	0800	Student Briefing #1	0800	Student Briefing #4	0800	Student Briefing #6
0900	Student Introductions	0930	SFT "Citizen Concern"	0830	Performance Evaluations	0830	SFT "Phone call/DA Reject" "Follow-up with Duncan"	0830	Legal Issues for Supervisors
1000	Tactics to Get Acquainted SFT "Duncan's Last Briefing" "Changing of the Guard"	1000	Power and Authority			0900	Generational Differences		
1100	SFT "Foster's First Briefing"	1130	SFT "Delfino's Challenge"	1100	Student Briefing #2				
1200	Lunch	1200	Lunch	1200	Lunch	1200	Lunch	1200	Lunch
1300	SFT "Break Room Video"	1300	Situational Leadership	1300	SFT "Late to Briefing"	1300	Student Briefing #5	1300	Student Briefing #7
1330	DiSC Personality Profile		SFT "Mentoring Abrams" "Sgt. Davis Visit" "Meeting with Lt. Clark"	1330	Supervisory Problem Solving	1330	Team Building	1330	Legal (cont.) Organizational Discipline
1530				1600	Student Briefing #3	1600	SFT "Locker Room Gossip" "Phone Call to Duncan" "Meeting with Abrams"		
1700		1700		1700		1700		1700	

**EXHIBIT A – ATTACHMENT 1
(Standard Agreement)**

Supervisory Course – Schedule Week Two

Time	Monday		Tuesday		Wednesday		Thursday		Friday
0800	Week One Recap	0800	Student Briefing #9	0800	Student Counseling Exercise	0800	Performance Evaluations Due Student Briefing #12	0800	Student Briefing #13, #14
0830	Student Briefing #8	0830	SFT "Morgan's Apology" "Discussion with Morgan" "The Discovery"			0830	Managing Conflict	0900	Course Exercise
0900	SFT "Vehicle Pursuit" "Vehicle Pursuit Follow-up"	0930	Critical Incident Exercise			0900		1030	Facilitator and Course Evaluations
0930	Communications and Counseling								
1200	Lunch	1200	Lunch	1200	Lunch	1200	Lunch	1200	EOW
1300	SFT "Officer Safety" "Nelson Chan's Concern"	1300	Student Briefing #10	1300	Student Briefing #11 Ethics	1300	Followership		
1330	Stress Management/Critical Incident Human Side	1320	SFT "Briefing"			1330			
		1400	Counseling Exercise Briefing	1500	Ethical Dilemma Exercise Followership Survey	1600			
1700		1700		1700		1700		1700	

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The total amount POST may pay the Contractor under this Agreement for services satisfactorily rendered, and upon receipt and approval of the invoices, shall not exceed the Contract Amount of \$34,650.00 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 course rate, not to exceed \$6,930.00;

Estimated number of courses to be presented = 5 x \$6,930.00 = \$34,650.00)

- B. Upon completion of each presentation, Contractor agrees to submit the following before payment will be authorized:
- Agreement Number
 - Course Title
 - Course Roster (POST form 2-111)
 - Dates of Course presented

Invoices shall be submitted in triplicate not more frequently than monthly in arrears to:

Commission on POST
Accounting Section
1601 Alhambra Boulevard
Sacramento, CA 95816-7083

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by compromise shall be decided by POST, who shall reduce its decision in writing and mail or otherwise furnish a copy thereof to Contractor. Contractor has fifteen (15) calendar days after receipt of such a decision to submit a written protest to POST specifying in detail in what particulars the agreement requirements were exceeded. Failure to submit such a protest within the period specified shall constitute a waiver of any and all right to adjustment in agreement terms and POST's decision shall be final and conclusive. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this agreement, upon receipt of written order from POST to do so.

2. Amendments

This agreement may be amended for time, scope or increase/decrease of funds, by mutual written consent.

3. Cancellation Clause

POST reserves the right to cancel this agreement subject to 30 days written notice to Contractor.

4. Contractor Evaluation (if applicable)

In accordance with provisions of the State Administrative Manual, Section 1283, Contractor's performance under this agreement will be evaluated. The evaluation will be prepared by POST within 30 days after completion of the agreement.

5. 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).