

FORM APPROVED COUNTY COUNSEL 8/19/14
 BY: GREGORY P. PRAMOS DATE

Departmental Concurrence

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

374



FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
 08/14/14

SUBJECT: Approval of a FY 2014-15 Agreement to Partially Reimburse the County for the Provision of the Law Enforcement Supervisory Course at the Ben Clark Training Center, 5/5 District. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve an Agreement with the Commission on Peace Officer Standards and Training (POST) to partially reimburse the County for the provision of the Law Enforcement Supervisory Course at the Ben Clark Public Safety Training Center (BCTC) during FY 2014-15, and authorize the Chair to sign all copies of the Agreement.

BACKGROUND:

Summary

Pursuant to the State's standard agreement (number: 14112444) POST has agreed to reimburse the Sheriff's Department \$34,650 of the cost incurred for five presentations of the Law Enforcement Supervisory course conducted to California Law Enforcement personnel at BCTC in FY 2014-15. (Continued on Page 2)

Will Taylor

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	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No

For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY:

Karen L. Johnson
 Karen L. Johnson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: September 9, 2014
 xc: Sheriff

Kecia Harper-Ihem
 Clerk of the Board

By: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.: 10/1/13 3-14

District: 5/5

Agenda Number:

3-96

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of a FY 2014-15 Agreement to Partially Reimburse the County for the Provision of
the Law Enforcement Supervisory Course at the Ben Clark Training Center, 5/5 District. [\$104,781 –
General Fund 50.3%, State 33.1% & Tuition Fees 16.6%]

DATE: 08/14/14

PAGE: Page 2 of 2 (BR 15-014)

BACKGROUND:

Summary (continued)

The total cost for the five presentations of the 80 hour mandated course is estimated to be \$104,781. After accounting for the POST reimbursement \$34,650, the remaining class presentation cost is \$70,131. Approximately \$17,400 of this amount will be recovered by charging an estimated 50 students, who are not RSO employees, a fee of \$348 each to attend the class. The remaining students who are RSO employees that attend will require NCC funding in the amount of \$52,731. All funding and costs are currently included in the FY 2014-15 Sheriff's Department budget. County Counsel has approved the Agreement as to form.

Impact on Citizens and Businesses

This law enforcement course covers topics vital to the sworn first-line supervisor. Course topics include Values, Principals, Ethics, leadership Styles, Assertive Leadership, Employee Performance Appraisal, Counseling and Discipline. The costs for the classes are partially reimbursed by POST. Local presentation of the classes at the training center saves the County for student travel and possible lodging expenses.

CLERK'S COPY

STANDARD AGREEMENT

STD 213 (Rev 06/03)

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

AGREEMENT NUMBER

14112444

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, 2014 through June 30, 2015

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

ATTEST:
KECIA HARPER-IHEM, Clerk
By *Karell Baxter*
DEPUTY

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.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)

DATE SIGNED (Do not type)

Jeff Stone

9/1/14

PRINTED NAME AND TITLE OF PERSON SIGNING

JEFF STONE CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS

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)

S. Scofield

10-9-14

PRINTED NAME AND TITLE OF PERSON SIGNING

S. Scofield, Assistant Executive Director

ADDRESS

1601 Alhambra Boulevard, Sacramento, CA 95816-7083

California Department of General Services Use Only

Exempt per: SCM § 4.04, 5. b.

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS

SEP 09 2014 396

2014-10-12466

**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:
Attention: Patti Kaida	Attention: Sergeant David Njust
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 duplicate 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, 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. 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).