

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



ITEM: 3.29
(ID # 15110)

MEETING DATE:
Tuesday, May 11, 2021

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve Amendment No. 1 to Standard Agreement No. 20112444 with the Commission on Peace Officer Standards and Training to Reimburse the County for the Provision of the Law Enforcement Supervisory Courses at the Ben Clark Training Center, District 1. [Total \$34,650 - 100% State Reimbursement].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 1 to Standard Agreement No. 20112444 with the Commission of Peace Officer Standards and Training (POST) for the Provision of the Law Enforcement Supervisory Courses at the Ben Clark Public Safety Training Center (BCTC) to extend the agreement through December 31, 2021, and authorize the Chair of the Board to sign the Amendment on behalf of the County.

ACTION: Policy


Raul Vergara 5/3/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: May 11, 2021
xc: Sheriff

Kecia R. Harper
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: 20/21-21/22	

C.E.O. RECOMMENDATION: Approve

BR: 21-052

BACKGROUND:

Summary

The Sheriff's Department is responsible for planning, coordinating, and conducting Law Enforcement Supervisory courses held at the Ben Clark Training Center (BCTC). The Supervisory Course is an 80-hour course designed for first-level supervisors in a law enforcement agency which must be completed within 12 months of promotion or assignment to a first-level supervisory position. This course is essential to meet the minimum standards for training required by POST. The State has extended the current agreement (No. 20112444) for the 80-hour Supervisory Course through December 31, 2021.

Impact on Residents and Businesses

This law enforcement course covers topics vital to the sworn first-line supervisor. Course topics include Values, Principles, Ethics, Leadership Styles, Assertive Leadership, Employee Performance Appraisals, 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 student travel and possible lodging expense.

ATTACHMENTS:

State of California Standard Agreement (No. 20112444) A1 – 5 copies



Juan C. Perez, Chief Operating Officer

5/5/2021



Gregory L. Priamos, Director County Counsel

4/22/2021

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT

SCO ID:

STD 213A (Rev. 4/2020)

<input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 8 PAGES	AGREEMENT NUMBER 20112444	AMENDMENT NUMBER A1	Purchasing Authority Number
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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, 2020

THROUGH END DATE

December 31, 2021

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

\$34,650.00

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 extend the time from June 30, 2021 to December 31, 2021.

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 Ave

CITY

Riverside

STATE

CA

ZIP

92518

PRINTED NAME OF PERSON SIGNING

Karen Spiegel

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

Karen S. Spiegel

DATE SIGNED

05.11.2021

STATE OF CALIFORNIA

ATTEST:

KECIA R. HARPER, Clerk

[Signature]
DEPUTY

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

Maria A. Sandoval

TITLE

Assistant Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

M. Sandoval

DATE SIGNED

05/26/21

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

SCM Volume I

4.04 A.2

FORM APPROVED COUNTY COUNSEL

BY: *Lisa Sanchez* 4/15/2021
 LISA SANCHEZ DATE

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT

SCO ID:

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16791 Davis Ave

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STATE

CA

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92518

PRINTED NAME OF PERSON SIGNING

Karen Spiegel

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

Karen S. Spiegel

DATE SIGNED

05-11-2021

STATE OF CALIFORNIA

ATTEST:

KECIA R. HARPER, Clerk

By *[Signature]* DEPUTY

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

Maria A. Sandoval

TITLE

Assistant Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)
 SCM Volume I
 4.04 A.2

FORM APPROVED COUNTY COUNSEL

BY: *[Signature]* 4/15/2021
 LISA SANCHEZ DATE

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

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

MAY 11 2021 3:29

SCOPE OF WORK

The 80-hour Supervisory Course is specifically designed for first-level supervisors in a law enforcement agency. This course must be completed within 12 months of promotion or appointment to a first-level supervisory position to meet the requirements of POST [Regulation 1005](#).

1. The County of Riverside (Contractor) agrees to provide the Commission on Peace Officer Standards and Training (POST), with services necessary for the coordination, management, and delivery of the POST Supervisory Course to California law enforcement personnel as described herein.

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

POST

Name: Jim Katapodis
Phone: (916) 227-3467
Email: jim.katapodis@post.ca.gov

Direct all Agreement inquiries to:

POST

Contracts Unit
Attention: Frank Petropoulos
Address: 860 Stillwater Road, Ste. 100
West Sacramento, CA 95605
Phone: (916) 227-4537
Email: contracts@post.ca.gov

County of Riverside

Name: Edward Chacon
Phone: (951) 486-2736
Email: echacon@riversidesheriff.org

County of Riverside

Name: Lt. Christopher Frederick
Address: 16791 Davis Ave.
Riverside, CA 92518
Phone: (951) 486-2919
Email: cfrederi@riversidesheriff.org

3. The Contractor shall fully perform all responsibilities and duties as required by this Agreement and in accordance with directives of the POST Program Manager.

4. The Contractor shall present five (5) POST Supervisory Course presentations.

A. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.

B. The Supervisory Course is organized under the following topics ([Commission Procedure D-3, Supervisory Course](#)):

- Accountability
- Communications in a Diverse Workforce
- Conflict Management
- Counseling
- Critical Incident Management
- Decision-Making Models
- Internal Affairs Investigations
- Leadership Styles and Behaviors
- Power and Authority
- Recognizing and Documenting Employee Performance
- Role Identification and Transition

- C. The Contractor agrees to not charge any prospective students any tuition or fees for costs associated with the Supervisory Course presentation of the curriculum except as noted below.
- 1) Fees associated with college registration, units, and related activities; or materials fees allowed by State law.

Commission on Peace Officer Standards and Training
 And Riverside County Sheriff's Department
 Agreement Number: 20112444 A1
 Exhibit A, Attachment 1

Supervisory 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	

Commission on Peace Officer Standards and Training
 And Riverside County Sheriff's Department
 Agreement Number: 20112444 A1
 Exhibit A, Attachment 1

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	

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. The Contractor shall receive reimbursement for services satisfactory 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 \$34,650 as set for in this Exhibit.

The maximum number of five (5) courses shall be presented and is not to exceed the per course rate of \$6,930.00:

5 courses X \$6,930.00 per course rate = \$34,650.00 maximum contract amount

- B. 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
 - Course Roster (POST form 2-111)
 - Dates of Course presented

Invoices not containing the above bulleted information will be disputed and payment will be held until complete information and/or documentation is submitted. Itemized receipts for equipment, supplies and mailing purchased and travel receipts shall be kept by the presenter. The Contractor shall submit invoices not more frequently than monthly in arrears to the address provided below before the 15th of the upcoming month:

invoicereceived@post.ca.gov
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 fiscal year and/or any subsequent fiscal 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.

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 Pubic 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

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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, May 11, 2021, that the Chair is
5 authorized and directed to execute on behalf of said County the Standard Agreement No.
6 20112444 between Riverside County and Commission of Peace Officer Standards and
7 Training providing: Provision of the Law Enforcement Supervisory Courses Program
8 Services.
9

10 Roll Call:

11 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
12 Nays: None
13 Absent: None
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20 The foregoing is certified to be a true copy of a resolution duly adopted by said Board
21 of Supervisors on the date therein set forth.

22 KECIA R. HARPER, Clerk of said Board

23 By: 
24 Deputy

25 3.29
26
27
28