

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

323



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
03/12/09

SUBJECT: Approval of the State Department of Justice (DOJ) as a Single Source Vendor For Laboratory Alcohol and Drug Analysis

RECOMMENDED MOTION: Move that the Board of Supervisors authorize the Chairperson to execute an Agreement with State DOJ for its provision of laboratory alcohol and drug analysis, for the uniform fee of \$35 per subject tested, through July 1, 2013, without securing competitive bids, in accordance with Ordinance 459.4.

BACKGROUND: Based on **state-mandated price reasonableness**, both the Board, County Purchasing and the Sheriff's Department have agreed to utilize DOJ for laboratory analysis to determine the presence of alcohol in blood and urine samples obtained pursuant to traffic stops that the California Highway Patrol (CHP) made in the County. As part of the same service, DOJ provides breath alcohol testing equipment and equipment maintenance. DOJ also trains certified breath test operators to establish and maintain operator proficiency as required by Title 17, California Code of Regulations. Dating to before 2000, the Sheriff's Department has paid \$35 per subject tested. The proposed Agreement continues with that fee amount through July 1, 2013.

BR 09-079

Will Taylor

Will Taylor

Stan L. Sniff Jr., Sheriff-Coroner-PA

FINANCIAL DATA

Current F.Y. Total Cost:	\$150,000	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
Annual Net County Cost:	\$0	For Fiscal Year:	FY 2008-09

SOURCE OF FUNDS: DUI Fines

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Steve P. Schubert*

Steve P. Schubert

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: *Synthia M. Gunzel*
 DATE: *3-25-09*
 DEPARTMENTAL CONCURRENCE

Dept Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 7/29/03 3.54 | District: All | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.31

The Sheriff's estimated FY 2008-09 expense for this service is \$150,000. Per State Penal Code Section 1463.14, the County is authorized to deposit \$50 from fines collected for each DUI conviction to a special account to pay for alcohol testing. The Sheriff's Department is able to recover all its testing costs with annual account allocations administered by the County District Attorney.

Price Reasonableness

The processing fee is set by the State and is charged uniformly to all law enforcement agencies.

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

08-076-01

REGISTRATION NUMBER

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

AGENCY'S NAME

COUNTY OF RIVERSIDE

CONTRACTOR'S NAME

CALIFORNIA DEPARTMENT OF JUSTICE2. The term of this Agreement is: **July 1, 2008** through **July 1, 2013**3. The maximum amount of this Agreement is: **\$150,000 annually**

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 page 2

Exhibit B – Budget Detail and Payment Provisions pages 3 & 4

Exhibit C* – General Terms and Conditions page 5

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this Agreement)

pages 6 & 7

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

page 8

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 (GTC 307)*

FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel 4-9-08
SYNTHIA M. GUNZEL DATE

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.)

CALIFORNIA DEPARTMENT OF JUSTICE

BY (Authorized Signature)

DATE SIGNED (Do not type)

NOV 20 2008

PRINTED NAME AND TITLE OF PERSON SIGNING

DEBORAH MERRILL, CHIEF, Accounting Office

ADDRESS

**1300 I Street
Sacramento, CA 95814****AGENCY**

AGENCY NAME

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

BY (Authorized Signature)

DATE SIGNED (Do not type)

ADDRESS

**California Department of General
Services Use Only** Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Department of Justice (DOJ) agrees to provide to the Agency as described herein:

This Agreement is hereby entered into by and between the State of California, Department of Justice, hereinafter referred to as "DOJ" or Contractor, and the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "Agency", for the purpose of DOJ to provide alcohol analysis services for the Agency.

2. Terms of Agreement and Amendment Clause:

The term of this Agreement shall be from July 1, 2008 until July 1, 2013, or until (1) written notice is received stating this agreement is cancelled; and (2) the Agency discontinues requesting the services. This Agreement may be amended in writing and not otherwise by mutual agreement of the parties hereto.

3. The project representatives during the term of this Agreement will be:

	AGENCY	CONTRACTOR
Name:	Bob Meyers	Alcohol Billing Coordinator
Phone:	(951) 955-2722	(916) 227-3791
Email:	bmeyers@riversidesheriff.org	alcohol.billing@doj.ca.gov
Fax:	(951) 955-2171	(916) 227-3619

Direct all inquiries to:

	AGENCY	CONTRACTOR
Agency:	Riverside County Sheriff	Department of Justice
Section/Unit:	Contracts and Grants	BFS/DUI/EPAS Program
Attention:	Bob Meyers, Admin. Manager II	Alcohol Billing Coordinator
Address:	P.O. Box 512	4949 Broadway, Rm. F104
City/State/Zip:	Riverside, CA 92502	Sacramento, CA 95820
Phone:	(951) 955-2722	(916) 227-3791
Email:	bmeyers@riversidesheriff.org	alcohol.billing@doj.ca.gov
Fax:	(951) 955-2171	(916) 227-3619

4. Responsibilities of DOJ:

Services shall be provided by the laboratories of the Bureau of Forensic Services, California Department of Justice, and shall be in accordance with Exhibit B, which by this reference, is hereby incorporated into this Agreement.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment for Services:

DOJ agrees to provide and the County of Riverside agrees to pay for the following services:

- Analysis of blood, breath, and urine samples for alcohol. The cost of drug analysis in addition to alcohol, when available, will be included as part of the uniform fee set forth below;
- Provision of breath alcohol testing program utilizing approved breath testing instrument(s);
- Upon request, blood and urine sample containers, envelopes and mailers as normally provided by DOJ;
- Administrative and logistical support of field breath alcohol tests utilizing the breath instrument including all associated accessories and supplies;
- Provide and maintain breath test instruments at established locations and new locations as caseload warrants. This service includes complete instrument repair services as required;
- Consultation and expert testimony on the technical aspects of all analysis performed including the interpretation of the results relative to driving impairment on cases analyzed by DOJ; and
- Training and retraining of certified breath test instrument operators to establish and maintain their proficiency as required by Title 17, California Code of Regulations.

All of the foregoing services, where necessary, shall be provided by DOJ to the County of Riverside for an all-inclusive uniform fee of \$35.00 per subject tested. This contract shall apply to all subjects arrested within the County of Riverside, excluding subjects arrested in those areas specified in Exhibit E, for violation of 23152 CVC, 23153 CVC, 23103 CVC, and 23104 CVC. These violations are associated with penalty assessments for laboratory analysis services as specified in the California Penal Code, section 1463.14.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing:

DOJ shall send monthly invoices to the Agency noting number of tests conducted, month/year tests were conducted and total amount due to:

Riverside County Sheriff's Department
P.O. Box 512
Riverside, CA 92502

Payments shall be submitted to:

Department of Justice
Accounting Services
P. O. Box 944255
Sacramento, CA 94244-2550

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference to Internet site: www.ols.dgs.ca.gov/Standard+Language. Please read the terms and conditions that are applicable to this Agreement by accessing the above-referenced website. (Please note that there may be several different versions of the Terms and Conditions on the website. Refer to page one of this Agreement to find the date and number of the Terms and Conditions that are applicable to this Agreement). By signing this Agreement you are agreeing to be bound by these Terms and Conditions.

If you do not have access to the Internet, please contact the Department of Justice contact person listed in Exhibit A of this Agreement and a copy of the General Terms and Conditions will be sent to you.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Examination and Audit:

The Contractor parties of this Agreement shall be subject to the examination and audit of the State of California, Bureau of State Audits and the Department of Justice, Internal Control and Audits Program for a period of three (3) years after final payment under the terms and conditions to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

Termination:

Either party may terminate this Agreement by giving the other party thirty (30) days written notice to the effective date of such termination. DOJ may terminate the performance of services under this Agreement in accordance with this clause in whole on thirty (30) days written notice to the Agency.

Whenever payment has not been received for services rendered within 90 days of invoice date, DOJ shall no longer perform services referenced on Exhibit A until all outstanding invoices have been paid in full.

After such receipt of a notice of termination and except as otherwise directed by the DOJ, services provided under this Agreement shall stop on the date and to the extent specified in the notice of termination.

In the event this Agreement is terminated by the Agency, DOJ shall be compensated for services completed to the date of termination based upon the compensation rates, together with such additional services performed after termination, which are authorized by the Agency to complete the work performed to date of termination.

Disputes:

Any dispute concerning a question of fact arising under the terms of this Agreement, which is not disposed of within a reasonable period of time by the Agency and DOJ employees normally responsible for the administration of this contract, shall be brought to the attention of the DOJ Contract Administrator and Agency Contact Person for joint resolution. The Agency and DOJ agree to continue to carry out all other responsibilities under this Agreement not affected by the dispute.

Disputes shall be submitted in writing to DOJ. When the accuracy of a reported stop location is in question, the Agency shall obtain the correct location of arrest from the arresting agency.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Conflict with Existing Law:

The Contractor and the Agency agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Validity:

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

THIS AGREEMENT IS OF NO FORCE AND EFFECT UNTIL SIGNED BY BOTH PARTIES AND ALL APPROVALS ARE SECURED.

**EXHIBIT E
(Standard Agreement)**

ADDITIONAL PROVISIONS

Exclusions:

The County of Riverside shall not be responsible for arrests made within the following incorporated areas:

1. City of Banning
2. City of Beaumont
3. City of Blythe
4. City of Calimesa
5. City of Canyon Lake
6. City of Cathedral City
7. City of Coachella
8. City of Corona
9. City of Desert Hot Springs
10. City of Hemet
11. City of Indian Wells
12. City of Indio
13. City of La Quinta
14. City of Lake Elsinore
15. City of Moreno Valley
16. City of Murrieta
17. City of Norco
18. City of Palm Desert
19. City of Palm Springs
20. City of Perris
21. City of Rancho Mirage
22. City of Riverside
23. City of San Jacinto
24. City of Temecula
25. Mt. San Jacinto Community College Campus
26. Riverside Community College Campus
27. University of California, Riverside Campus
28. March Air Force Base