

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

358



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

SUBMITTAL DATE:
01/09/13

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

RECOMMENDED MOTION: Move that the Board of Supervisors 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 2012-13, and authorize the Chair to sign all copies of the Agreement.

BACKGROUND: The Commission on Peace Officer Standards and Training (POST) has agreed to reimburse the Sheriff's Department \$27,150 of the cost incurred for five presentations to California law enforcement personnel of a supervisory course at the Ben Clark Public Safety Training Center in FY 2012-13.

The cost for the five presentations is estimated to total \$50,370. After accounting for the POST reimbursement, the net County cost is \$23,220. County Counsel has approved the Agreement as to form.

[Signature]
Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA

Current F.Y. Total Cost:	\$50,370	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$23,220	Budget Adjustment:	No
Annual Net County Cost:	\$0	For Fiscal Year:	2012-13

SOURCE OF FUNDS: POST Reimbursement & Department Budget
BR 13-054

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

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Elizabeth J. Olson

County Executive Office Signature

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 FORM APPROVED BY COUNTY COUNSEL
 BY: NEAL R. KIPNIS DATE: 1/13/13
 (with Concurrence)

- Consent
- Policy
- Consent
- Policy

Dep't Recomm.:
Per Exec. Ofc.:

AGREEMENT NUMBER 12112444
REGISTRATION NUMBER

- 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		
- The term of this Agreement is: July 1, 2012 through June 30, 2013
- The maximum amount of this Agreement is: \$27,150.00
Twenty-seven Thousand, One Hundred Fifty Dollars
- 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 B – Budget Detail and Payment Provisions	-1- page
Exhibit C* – General Terms and Conditions	GTC - 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	-1- page
<input type="checkbox"/> 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		DATE	California Department of General Services Use Only
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		DATE	California Department of General Services Use Only
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

Exempt per: **SCM § 4.04, 5. b.**

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. 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.
2. 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."
3. Contractor will receive subvention from POST for expenses associated with instruction, course presentation, facilities, and special materials fee. The total of the subvention for each presentation will not exceed the Commission approved **\$5,430.00**.
4. Contractor agrees that the budget they have submitted, which is on file with POST, is a best estimate of actual expenses associated with and funding received for the Course. Contractor agrees that administrative overhead is not included in cost estimates.
5. 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.
6. Upon completion of each Course, Contractor will submit an invoice to POST itemizing the subvention requested utilizing the cost centers as they are set forth on the summary page of the Course Budget. Each invoice will show actual costs borne by Contractor. POST will evaluate each invoice in light of the Course Budget and authorize appropriate subvention. Contractor will also submit a POST Course Roster (POST form 2-111). No payment will be made without the completed Course Roster being submitted to POST.
7. 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: Ken Dawley
Phone: (916) 227-3916	Phone: (951) 486-2798
Fax: (916) 227-0195	Fax:
E-mail: patricia.chisum@post.ca.gov	E-mail: krdawley@riversidesheriff.org

8. 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: Heather Camp	Attention: Ken Dawley
Address: 1601 Alhambra Blvd. Sacramento, CA 95816-7083	Address: 16791 Davis Avenue Riverside, CA 92518
Phone: (916) 227-3937	Phone: (951) 486-2798
Email: heather.camp@post.ca.gov	Email: krdawley@riversidesheriff.org

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. Invoices shall include the Agreement Number and 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.

4. **Agreement Budget Changes

The POST Program Manager has the authority to transfer funds between line items that do not exceed 10%. Any changes between line items that exceed 10% will require a formal amendment to the Budget.

**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

Either party may cancel this agreement upon thirty (30) days prior written notice.

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. Travel

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 www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm

6. 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).