

403



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

**SUBMITTAL DATE:**  
01/05/2016

**FROM:** Sheriff-Coroner-PA

**SUBJECT:** Approval of the State Department of Justice (DOJ) as a Single Source Vendor for Forensic Alcohol Services, for five years, [Districts All]; [\$800,000] 100% DUI Fines

**RECOMMENDED MOTION:** That the Board of Supervisors:


1. Approve and authorize Chairman to execute an Agreement with State DOJ for its provision of breath alcohol testing, for the uniform fee of \$35 per subject tested, through June 30, 2020, without securing competitive bids in accordance with Ordinance 459.4.

**BACKGROUND:**

**Summary**

Based on state-mandated price reasonableness, the Board, County Purchasing, and the Sheriff's Department have agreed to utilize DOJ for breath alcohol testing to determine the presence of alcohol pursuant to traffic stops that the California Highway Patrol (CHP) makes in the County.

(Continued on page 2)

  
 Stan Sniff  
 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            | \$ 160,000           | \$ 160,000        | \$ 800,000  | \$            | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0                 | \$ 0              | \$ 0        | \$            |   |

**SOURCE OF FUNDS:** DUI Fines – 100%  
**Budget Adjustment:** No  
**For Fiscal Year:** FY15/16-19/20

**C.E.O. RECOMMENDATION:**  
**APPROVE**

County Executive Office Signature BY:   
Elizabeth J. Olson

## MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL  
BY:  12/14/15  
DATE: GREGORY P. PRIAMOS

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY:  1/5/16  
Susana Garcia-Bocanegra

Departmental Concurrence

- 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 the State Department of Justice (DOJ) as a Single Source Vendor for  
Forensic Alcohol Services, for five years, [Districts All]; [\$800,000] 100% DUI Fines**

**DATE: 01/05/2016**

**PAGE: 2 of 2 (BR 16-035)**

**BACKGROUND:**

**Summary (continued)**

As part of the same services, 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 before 2000, the Sheriff's Department has paid \$35 per subject tested. The proposed Agreement continues with these fees through June 30, 2020.

The estimated annual cost for these services is \$160,000. Per the 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 testing costs with the annual account allocation administered by the County's District Attorney's Office.

**Impact on Residents and Businesses**

These services are to pay for alcohol analysis of driver's suspected of driving while under the influence. This information helps law enforcement in prosecution of offenders and reduces traffic injuries, deaths, and creates safer roads for residents of Riverside County.

**Price Reasonableness**

The processing fee is set by the State and is charged uniformly to all law enforcement agencies. This uniform fee has not increase since the year 2000.



|                                      |
|--------------------------------------|
| AGREEMENT NUMBER<br><b>15-190-01</b> |
| REGISTRATION NUMBER                  |

- 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 JUSTICE**
- The term of this Agreement is: **JULY 1, 2015** through **June 30, 2020**
- The maximum amount of this Agreement is: **\$160,000.00 annually**
- 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](http://www.ols.dgs.ca.gov/Standard+Language) (GTC 307)

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

| CONTRACTOR   |  | California Department of General Services Use Only<br><br><input type="checkbox"/> Exempt per: |
|--|--|--|
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)<br><b>CALIFORNIA DEPARTMENT OF JUSTICE</b> |  |  |
| BY (Authorized Signature)<br>                           | DATE SIGNED (Do not type)<br><b>10-23-15</b> |  |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br><b>DAVE HARPER, ASSISTANT DIRECTOR, DAS</b>  |  |  |
| ADDRESS<br><b>1300 I Street<br/>Sacramento, CA 95814</b>   |  |  |
| AGENCY   |  |  |
| AGENCY NAME<br><b>RIVERSIDE COUNTY SHERIFF'S DEPARTMENT</b>  |  |  |
| BY (Authorized Signature)<br>                           | DATE SIGNED (Do not type)                    |  |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br><b>Marion Ashley, Chair of the Board of Supervisors</b>  |  |  |
| ADDRESS<br><b>4080 Lemon Street, 5th Floor<br/>Riverside, CA 92502</b>   |  |  |

I FORM APPROVE COUNTY COUNSEL  
 BY: NEAL R. KIPNIS DATE:

**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, 2015 and will continue 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:

|        | <b>AGENCY</b>              | <b>CONTRACTOR</b>           |
|--------|----------------------------|-----------------------------|
| Name:  | Sokun Tran                 | Alcohol Billing Coordinator |
| Phone: | (951) 955-9848             | (916) 227-3791              |
| Fax:   |                            | (916) 322-7157              |
| Email  | stran@riversidesheriff.org | alcohol.billing@doj.ca.gov  |

Direct all inquiries to:

|                 | <b>AGENCY</b>                   | <b>CONTRACTOR</b>           |
|-----------------|---------------------------------|-----------------------------|
| Agency:         | Riverside County Sheriff        | Department of Justice       |
| Attention:      | Sokun Tran, Department Buyer II | BFS / DUI EPAS Unit         |
| Address:        | 4095 Lemon Street, 3rd Floor    | Alcohol Billing Coordinator |
| Address:        | P.O. Box 512                    | 4949 Broadway, Rm. F126     |
| City/State/Zip: | Riverside, CA 92502             | Sacramento, CA 95820        |
| Phone:          | (951) 955-9848                  | (916) 227-3791              |
| Fax:            |                                 | (916) 322-7157              |
| Email           | stran@riversidesheriff.org      | alcohol.billing@doj.ca.gov  |

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 Location 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 violations of 23152 CVC, 23153 CVC, 23103 CVC, 23104 CVC, and 23105 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](http://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 arrest 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 Eastvale
11. City of Hemet
12. City of Indian Wells
13. City of Indio
14. City of Jurupa Valley
15. City of La Quinta
16. City of Lake Elsinore
17. City of Menifee
18. City of Moreno Valley
19. City of Murrieta
20. City of Norco
21. City of Palm Desert
22. City of Palm Springs
23. City of Perris
24. City of Rancho Mirage
25. City of Riverside
26. City of San Jacinto
27. City of Temecula
28. City of Wildomar
29. Mt. San Jacinto Community College Campus
30. Riverside Community College Campus
31. University of California, Riverside Campus
32. March Air Force Base