

489



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

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

SUBMITTAL DATE:
06/21/10

SUBJECT: Agreement to Reimburse the County for the Provision of the Driver Training
Emergency Vehicle Operations Course at the Sheriff's 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 reimburse the County for the provision of the Driver Training Emergency Vehicle Operations course at the Ben Clark Public Safety Training Center during FY 2010-11, 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 for the cost incurred during the provision of the Driver Training Emergency Vehicle Operations course at the Ben Clark Public Safety Training Center. The State Standard Agreement specifies that POST will pay for 75 students to take the course for a cost not to exceed \$525 per student, which equates to a \$39,375 reimbursement in FY 2010-11. County Counsel has approved the Agreement as to form.
BR 11-001

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

| | | | | |
|-----------------------|-------------------------------|----------|-------------------------|---------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$39,375 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$0 | For Fiscal Year: | 2010-11 |

| | | |
|---|---|--------------------------|
| SOURCE OF FUNDS: CA-POST Reimbursement | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: *Robert Tremaine*
Robert Tremaine

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
NEAL R. KIPNIS
DATE: 6/21/10
ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
Departmental Concurrence

- Policy
- Policy
- Consent
- Consent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 13, 2010
xc: Sheriff

Kecia Harper-Ihem
Clerk of the Board
By: *Spencer*
Deputy

3.75

Dept's Recomm.:
Per Exec. Ofc.:

CLERK'S COPY

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

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

AGREEMENT NUMBER

00112113

REGISTRATION NUMBER

eP1098644

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, 2010 through June 30, 2011

3. The maximum amount of this Agreement is: \$39,375.00
Thirty-nine Thousand, Three Hundred Seventy-five 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 B – Budget Detail and Payment Provisions -1- page

Exhibit C* – General Terms and Conditions GTC - 307

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

Exhibit E – Additional Provisions

ATTEST:

KECIA HARPER-IHEM, Clerk

By: [Signature] DEPUTY

N/A - page(s)

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)

[Signature] MARION ASHLEY

7/1/10

PRINTED NAME AND TITLE OF PERSON SIGNING

CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS

16791 Davis Avenue, Suite A, Riverside, CA 92518

STATE OF CALIFORNIA

AGENCY NAME

Commission on Peace Officer Standards and Training

BY (Authorized Signature)

DATE SIGNED (Do not type)

[Signature]

9-7-10

PRINTED NAME AND TITLE OF PERSON SIGNING

R.W. Reed, 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 DATE BY: NEAL R. KIPNIS

JUL 13 2010 3,75
2010-10-101581

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. The Riverside County Sheriff's Department (Contractor) agrees to present for the Commission on Peace Officer Standards and Training (POST), the following training course(s) to qualified law enforcement personnel:
 - 75 students in the Emergency Vehicle Operations Course (EVOC) training at a per student rate of \$525.00 for an amount not to exceed **\$39,375.00**
2. Each course presentation shall be in accordance with the Course Outlines, Budgets and Resumes on file at POST, which are incorporated **by reference** and are hereby made a part of this agreement.
3. Upon completion of each presentation, Contractor agrees to submit the following before payment will be authorized:
 - A. Course Roster(s);
 - B. An invoice totaling the number of full-time, on-duty POST reimbursable students who attended the presentation. The invoice shall also include the contract number and authorized per student rate, as indicated above, for the EVOC Course training.
4. In the event there are not enough students from POST reimbursable agencies to fill any class, the Contractor may opt to fill vacancies with students who are not full-time, on-duty law enforcement officers from POST reimbursable agencies. Contractor may charge a tuition to those students based on the authorized per student rates for the respective training course(s) cited herein.
5. The POST Program Manager has the authority to transfer funds between categories of expenditures when there is a demonstrated need to meet program goals.
6. Direct inquiries concerning the program to the Program Managers indicated below:

| | |
|----------------------------------|---|
| State Agency: Commission on POST | Contractor: Riverside County Sheriff's Department |
| Name: Gary Manini | Name: Lieutenant Terry Wood |
| Phone: (916) 227-4868 | Phone: (951) 486-2930 |
| Fax: (916) 227-4823 | Fax: (951) 486-2992 |

7. 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: Anita Kepley | Attention: Lieutenant Terry Wood |
| Address: 1601 Alhambra Blvd. Sacramento, CA 95816-7083 | Address: 16791 Davos Avenew, Suite A Riverside, CA 92518 |
| Phone: (916) 227-3937 | Phone: (951) 486-2930 |
| Fax: (916) 227-3895 | Fax: (951) 486-2992 |
| Email: Anita.Kepley@post.ca.gov | Email: twood@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.

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 by mutual written consent.

3. Cancellation Clause

POST reserves the right to cancel this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to cancel this agreement only if POST should substantially fail to perform its responsibilities as provided herein.

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).