

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



682

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

**SUBMITTAL DATE:**  
07/05/12

**SUBJECT:** Agreement to Reimburse the County for the Provision of the Physical Training Instructor 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 Physical Training Instructor course 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 for the cost incurred during the provision of two presentations of the Physical Training Instructor course at the Ben Clark Public Safety Training Center. The State Standard Agreement specifies that POST will reimburse for a cost not to exceed \$16,582.40 in FY 2012-13. County Counsel has approved the Agreement as to form. BR 13-012

*Will Taylor*

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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$16,582	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	2012-13

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

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

BY: *Elizabeth J. Olson*  
Elizabeth J. Olson

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Benoit 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 31, 2012  
xc: Sheriff

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

3.57

**Prev. Agn. Ref.:**

**District: All**

**Agenda Number:**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

APPROVED COUNTY COUNSEL DATE Departmental Concurrence

Policy Form Approved  Policy   
Consent  Consent

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

AGREEMENT NUMBER

**12111121**

REGISTRATION NUMBER

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**

WHEN DOCUMENT IS FULLY EXECUTED RETURN

**CLERK'S COPY**

CONTRACTOR'S NAME

**Riverside County Sheriff's Department**

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

2. The term of this Agreement is: **July 1, 2012** through **June 30, 2013**

3. The maximum amount of this Agreement is: **\$16,582.40**  
 Sixteen Thousand, Five Hundred Eighty-two Dollars and Forty Cents

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 B, Attachment I – Course Budget Summary -1- page

Exhibit C\* – General Terms and Conditions GTC – 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) -1- pages

Exhibit - D\* Special Terms and Conditions

ATTEST:

KECIA HARPER-IHEM, Clerk

By *[Signature]*  
 DEPUTY

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)

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)

*[Signature]*

DATE SIGNED (Do not type)

**7/31/12**

PRINTED NAME AND TITLE OF PERSON SIGNING

**JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS**

ADDRESS

**3423 Davis Avenue, Suite A  
 Riverside, CA 92518**

**STATE OF CALIFORNIA**

AGENCY NAME

**Commission on Peace Officer Standards and Training**

BY (Authorized Signature)

*[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**

California Department of General Services Use Only

FORM APPROVED COUNTY COUNSEL DATE BY: NEAL R. KIPNIS

Exempt per: 4.04 A.5

**EXHIBIT A  
 (Standard Agreement)**

**SCOPE OF WORK**

The Riverside County Sheriff's Department (Contractor), agrees to provide for the Commission on Peace Officer Standards and Training, (POST), all necessary support services for the presentation of the POST Physical Training Instructor Course. Such services shall include but are not limited to the following:

1. Each course presentation shall be in accordance with the Expanded Course Outlines, Budgets, hourly distributions and Resumes on file at POST, which are incorporated by reference and are hereby made a part of this agreement.
2. Contractor shall assist in the delivery of one (1) presentation of the *Physical Training Instructor Update Course* to be scheduled by mutual agreement.
3. Contractor shall assist in the delivery of one (1) presentation of the *Physical Training Instructor Course* to be scheduled by mutual agreement.
4. Contractor shall provide:
  - a. Academy contact/coordinator
  - b. Instructors
  - c. Facility and use there of
  - d. Safety policy draft review
  - e. Printing and assembly of course materials
  - f. Participant point of contact for screening and registration
  - g. First day list of Participants
  - h. Participant letters
5. POST agrees that any reimbursements due to the students for qualifying travel and per diem shall be the responsibility of POST.
  - Any travel claim submitted shall include all applicable receipts and documentation for verification and approval by the POST Program Manager.
  - No travel claim shall exceed the rates paid to State non-represented/excluded employees. (Reference Exhibit D, paragraph number 5.)
6. The POST Program Manager shall provide guidance and oversight to Contractor and agrees to be responsible for enrolling students, completing rosters, and printing course materials and course completion certificates.
7. Direct inquiries concerning this program to the Program Managers indicated below:

State Agency: Commission on POST	Contractor: Riverside County Sheriff's Department
Name: Michael Catlin	Name: Sgt. Ed Chavez
Phone: (916) 227-2570	Phone: (951) 486-2822
Fax: (916) 227-0476	Fax/E-Mail: echavez@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:
Attention: Heather Camp	Attention: Ginette Lillibridge, Admin. Svc. Manager
Address: 1601 Alhambra Blvd. Sacramento, CA 95816-7083	Address: 3423 Davis Avenue, Suite A Riverside, CA 92518
Phone: (916) 227-3937	Phone: (951) 486-2755
Fax: (916) 227-3895	Fax/E-Mail: glillibr@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 in the Course Budget Summary.
- 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 B, ATTACHMENT 1  
Budget Breakdown  
(Standard Agreement)**

**Presentation 1 (dates to be determined as specified in Exhibit A, Paragraph 2)**

Instructor A	29 hours @ \$85.00/hour	\$2,465.00
Instructor B	29 hours @ \$85.00/hour	\$2,465.00
Classroom Rental	4 days @ 345.60/day	\$1,382.40
Mat Room Rental	2 days @ \$348.00/day	\$696.00
		<hr/>
	<b>Sub-Total</b>	<b>\$7,008.40</b>

**Presentation 2 (dates to be determined as specified in Exhibit A, Paragraph 3)**

Instructor A	38 hours @ \$85.00/hour	\$3,230.00
Instructor C	38 hours @ \$65.00/hour	\$2,470.00
Classroom Rental	5 days @ 345.60/day	\$1,728.00
Mat Room Rental	2 days @ \$348.00/day	\$696.00
		<hr/>
	<b>Sub-Total</b>	<b>\$8,124.00</b>

**Material and Lesson Plan Review – Presentations 1 & 2**

Instructor A	4 hours @ \$85.00/hour	\$340.00
Instructor B	2 hours @ \$85.00/hour	\$170.00
Instructor C	2 hours @ \$65.00/hour	\$130.00
		<hr/>
	<b>Sub-Total</b>	<b>\$640.00</b>

**Administrative Support  
Flat rate NOT TO EXCEED**

**\$810.00**

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**\*\*TOTAL** **\$16,582.40**

**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 by the parties hereto.

**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](http://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).