

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER 16112123
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
- CONTRACTOR'S NAME
Orange County Sheriff-Coroner Department
2. The term of this Agreement is **July 1, 2016** through **June 30, 2017**
3. The maximum amount of this Agreement is: **\$126,071.00**
(One Hundred Twenty Six Thousand, Seventy One 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	2 pages
Exhibit A - Attachments 1-13 – Specifications for Coroners Courses	17 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B – Attachments 1-14 – Budget Detail for Contracted Courses	14 pages
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	1 page

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		<i>California Department of General Services Use Only</i> <input type="checkbox"/> Exempt per: APPROVED AS TO FORM OFFICE OF THE COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Orange County Sheriff-Coroner Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Christopher Wilson, Captain		
ADDRESS 1071 West Santa Ana Boulevard, Santa Ana, CA 92703		
STATE OF CALIFORNIA		
AGENCY NAME Commission on Peace Officer Standards and Training		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dave Cornejo, Assistant Executive Director		
ADDRESS 860 Stillwater Road, Suite 100 West Sacramento, CA 95605-1630		

By: 
Deputy
Date: **5/27/16**

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A
Page 1 of 2

EXHIBIT A

SCOPE OF WORK

1. Orange County Sheriff-Coroner Department (Contractor) agrees to provide the Commission on Peace Officer Standards and Training (POST), the following Coroner courses:
 - A) 40-hour Module A Coroner Course at a per course cost of \$9,070.00
 - B) 40-hour Module B Coroner Course at a per course cost of \$9,070.00
 - C) 32-hour Coroners Symposium, Advanced at a per course cost of \$20,000.00
 - D) 24-hour Death Investigation Course at a per course cost of \$4,100.00
 - E) 24-hour Homicidal Drowning Death Investigation Course at a per course cost of \$6,000.00
 - F) 8-hour Death Notification & Stress Course at a per course cost of \$2,090.00
 - G) 24-hour Mass Fatalities Management Course at a per course cost of \$4,100.00
 - H) 8-hour Coroner Death Investigation-Bone ID & Recovery Course at a per course cost of \$3,000.00
 - I) 8-hour Coroner Death Investigation Shooting Scenes Course at a per course cost of \$3,000.00
 - J) 8-hour Coroner Death Inv/Blood Pattern Recognition Course at a per course cost of \$3,000.00
 - K) 8-hour Coroner Death Investigation-Insect Evidence Course at a per course cost of \$3,004.00
 - L) 8-hour Coroner Death Investigation-Photography Course at a per course cost of \$2,964.00
 - M) 8-hour Coroner Death Investigator-Gravesite Excavation Course at a per course cost of \$2,969.00
 - N) 8-hour Coroner Safety Update Course at a per course cost of \$1,927.00
2. It is mutually agreed that coroners shall be given priority enrollment to the above listed courses.
3. Contractor agrees that all courses shall be certified by POST and will be presented in accordance with content provided by POST.
4. Contractor is authorized an amount not to exceed **\$6,700.00** to purchase internet connectivity and any maintenance needed.
5. All students must be law enforcement personnel, employed full-time with an agency in the POST reimbursement program, and must be assigned to follow-up investigation duties.
6. The project coordinators during the term of this agreement will be:

POST

Name: Melanie Dunn
Phone: (916) 227-4866
Email: Melanie.dunn@post.ca.gov

Orange County Sheriff-Coroner Dept.

Name: Richard Rodriguez
Phone: (714) 647-7442
Email: rrodriguez@ocsd.org

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 1
Page 2 of 2

Direct all agreement inquiries to:

POST

Contracts Unit

Attention: Wendy Roberson
860 Stillwater Road, Suite 100
Blvd
West Sacramento, CA 95605

Phone: (916) 227-3937

Email: wendy.roberson@post.ca.gov

Orange County Sheriff-Coroner Dept.

Name: Richard Rodriguez

Address: 1071 West Santa Ana

Santa Ana, CA 92703

Phone: (714) 647-7442

Email: rrodriguez@ocsd.org

7. Statement of Work

See Exhibit A, Attachments 1 through 13

Course: CORONERS COURSE – 31200 – Modules A and B**Presenter: ORANGE COUNTY SHERIFF'S DEPARTMENT (2060)**Total Hours Per Course Presentation: **80**Total Number of Days of Class: **10****Module A and B****Day 1**

Start	End	Subject
0800	0900	Course Expectations & Pre Test
0900	1500	Role of Death Investigator-National Guidelines-Death Notification
1500	1700	Identifying the Unidentified-Cal ID

Day 2

Start	End	Subject
0800	1000	Public Administrator
1000	1200	Report Writing
1300	1500	Motor Vehicle Fatalities
1500	1700	Blood Borne Pathogens

Day 3

Start	End	Subject
0800	1000	Sudden and Unexpected Death
1000	1200	Coroner Related Law
1300	1500	Disaster Management
1500	1700	Infant Death Investigation

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 1
Page 2 of 3

Day 4

Start	End	Subject
0800	1000	Organ Donation
1000	1200	Forensic Photography
1300	1700	Drug Death Investigation

Day 5

Start	End	Subject
0800	1200	Autopsy Procedures and Time of Death Applications
1300	1500	Media Relation
1500	1700	Time of Death

Day 6

Start	End	Subject
0800	1000	Forensic Death Investigation/Crime Lab Procedures
1000	1200	Bloodstain Pattern Interpretation
1300	1500	Unusual Forensic Cases-Toxicology Interpretation
1500	1700	Basic Anatomy

Day 7

Start	End	Subject
0800	1000	Post Traumatic Stress Disorder
1000	1200	Critical Incident Stress Management
1300	1500	Death Investigation in the Age of Terrorism
1500	1700	Asphyxial Deaths

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 1
Page 3 of 3

Day 8

Start	End	Subject
0800	1000	Psychological Autopsy and Profiling
1000	1200	Tool Marks and Biological Material
1300	1500	Fire Death Investigation
1500	1700	Explosives

Day 9

Start	End	Subject
0800	1200	Forensic Dentistry
1300	1500	Anthropological Recovery
1500	1600	Forensic Anthropology
1600	1700	Bone Lab

Day 10

Start	End	Subject
0800	0900	Pediatric Forensic Pathology
0900	1000	Child Abuse and Neglect
1000	1100	Firearm and Electrical Injuries
1100	1200	Post Mortem Identification
1300	1500	Court Testimony
1500	1700	Final Exam-Test Results-POST Certificates

Course: CORONERS SYMPOSIUM, ADV – 34481

Presenter: ORANGE COUNTY SHERIFF'S DEPARTMENT (2060)

Total Hours Per Course Presentation: **32**

Total Number of Days of Class: **5**

Day 1

Start	End	Subject
1000	1200	Asiana Airlines Flight 214 Investigation
1200	1300	Lunch
1300	1500	High Profile Death Investigation Robin Williams Case Study
1500	1600	Federal Response to Mass Fatalities Events
1600	1630	Coroner Mutual Aid Process

Day 2

Start	End	Subject
0800	1000	Beyond the Database: NamUs Working to resolve Missing & Unidentified Cases
1000	1100	Missing Person DNA Submission of Identified Partial Remains
1100	1200	DOJ Missing and Unidentified Person
1200	1300	Lunch
1300	1400	Funeral Cemetery Affairs/Laws
1400	1500	Medical Record Review: Finding the Information You Need Without “Googling” Every Medical Term
1500	1700	Forensic Anthropology at the FBI Laboratory

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 2
Page 2 of 2

Day 3

Start	End	Subject
0830	0930	Investigation Skills Checklist
0930	1000	Sudden Infant Death Syndrome and Sudden Unexplained Infant Death/SIDS Seminar
1000	1200	Forensic Entomology: A Bug's Eye View of Death
1200	1300	Lunch
1300	1500	Forensic Dental Case Files Not Exactly What You See on CSI
1500	1600	Laws Protecting Native American Remains
1600	1700	Missing Persons Day Coroner/M.E. Connection

Day 4

Start	End	Subject
0800	1000	State Prison In-Custody Deaths/Causes
1000	1200	Dangers and Awareness for Coroner/Medical Examiners in California Correctional Facilities
1200	1330	Lunch
1330	1430	Lessons Learned: The Evergreen Death Case Study
1430	1530	Case Study: San Clemente Island Diver
1530	1630	Unsafe Sleep Environments/Infants

Day 5

Start	End	Subject
0800	1200	Twilight Murders-Elderly Women and Their Offenders: A Study in Sexual Assault and Homicide

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 3
Page 1 of 1

Course: DEATH INVESTIGATION

Presenter: RIVERSIDE COUNTY SHERIFF'S DEPT. (2200)

Total Hours Per Course Presentation: **24**

Total Number of Days of Class:

COURSE TO BE DEVELOPED

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 4
Page 1 of 2

Course: HOMICIDAL DROWNING INVESTIGATION - 31444

Presenter: ORANGE COUNTY SHERIFF'S DEPARTMENT (2060)

Total Hours Per Course Presentation: **24**

Total Number of Days of Class: **3**

Day 1

Start	End	Subject
0800	0830	Introduction/Course expectations
0830	0930	Drowning as a Tragic Accident
0930	0940	Break
0940	1030	Role of the Dive Team
1030	1045	Break
1045	1200	The Drowning Scene
1200	1300	Lunch
1300	1400	The Drowning Scene (cont.)
1400	1410	Break
1410	1500	The Drowning Process
1500	1700	How People Drown and What it Looks Like

Day 2

Start	End	Subject
0800	0945	Statement Analysis
0945	1000	Break
1000	1100	Video Analysis of drowning deaths
1100	1200	Postmortem physiology (How people drown)
1200	1300	Lunch
1300	1400	Dumped or Drowned (Pedophilic homicidal drowning)

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 4
Page 2 of 2

Day 2 (Cont.)

Start	End	Subject
1400	1410	Break
1410	1500	Child Drowning/Bath Tub video
1500	1510	Break
1510	1700	Homicide Case Histories

Day 3

Start	End	Subject
0800	1000	Investigation Techniques (morning session)
1010	1020	Break
1020	1200	Investigation Techniques-State of Art Forensics
1200	1300	Lunch
1300	1500	Investigation Techniques(Afternoon session) Scuba Diving Fatality Investigation
1510	1520	Break
1520	1700	Investigation Techniques/Scuba Fatalities/Scuba Homicides/Autoerotic Immersion Asphyxia/Conclusion

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 5
Page 1 of 1

Course: DEATH NOTIFICATIONS & STRESS - 22321

Presenter: ORANGE COUNTY SHERIFF'S DEPARTMENT (2060)

Total Hours Per Course Presentation: 8

Total Number of Days of Class: 1

Day 1

Start	End	Subject
0800	0815	Intro and housekeeping
0815	0900	Practices for a Proper Death Notification
0900	1100	Practices for a Death Notification and Learning Activities
1100	1200	Practices for a Death Notification and Learning Activities
1200	1300	Lunch
1300	1400	Grief and Stress
1400	1500	Grief and Stress with Learning Activities. Instructor assisting Tom Sabibo, PhD.
1500	1600	Grief and Stress with Learning Activities. Instructor assisting Tom Sabibo, PhD.
1600	1700	Death Notification Learning Activities. Course Summary and Evaluation

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 6
Page 1 of 1

Course: MASS FATALITIES MANAGEMENT

Presenter: ORANGE COUNTY SHERIFF'S DEPARTMENT (2060)

Total Hours Per Course Presentation: **24**

Total Number of Days of Class:

COURSE TO BE DEVELOPED

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 7
Page 1 of 1

Course: CORONER DEATH INVESTIGATION-BONE ID & RECOVERY - 31202

Presenter: SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT (2330)

Total Hours Per Course Presentation: 8

Total Number of Days of Class: 1

Day 1

Start	End	Subject
0800	0830	Introduction
0830	1100	Bone ID
1100	1200	Bone ID Exercises
1200	1300	Lunch
1300	1330	Bone Scatter Recovery
1330	1700	Bone Scatter Practical Exercise

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 8
Page 1 of 1

Course: CORONER DEATH INVESTIGATION SHOOTING SCENES - 31206

Presenter: SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT (2330)

Total Hours Per Course Presentation: 8

Total Number of Days of Class: 1

Day 1

Start	End	Subject
0800	0830	Sign-In, Introductions
0830	1000	Shooting Reconstruction
1000	1030	Evidence Collection
1030	1200	Bullet Hole/Caliber Relationships Ejection Patterns
1200	1300	LUNCH
1300	1630	Bullet Trajectory Determination Exercises
1630	1700	Review and Evaluations

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 9
Page 1 of 1

Course: CORONER DEATH INV/BLOOD PATTERN RECOGNITION – 31207

Presenter: SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT (2330)

Total Hours Per Course Presentation: 8

Total Number of Days of Class: 1

Day 1

Start	End	Subject
0800	0830	Course Objectives. Introduction to Bloodstain Pattern Analysis
0830	0930	Pattern Definitions
0930	1200	Create Passive Bloodstain Pattern Exercises
1200	1300	Lunch
1300	1400	Motion, Directionally, Stain Shape, Impact Angle
1400	1500	Create Motion and Angle Bloodstain Exercises
1500	1700	Pattern Recognition Exercises

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 10
Page 1 of 1

Course: CORONER DEATH INVESTIGATION – INSECT EVIDENCE - 31204

Presenter: SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT (2330)

Total Hours Per Course Presentation: **8**

Total Number of Days of Class: **1**

Day 1

Start	End	Subject
0800	0830	Introductions
0830	1030	Forensic Entomology
1030	1200	Documentation and Collection of Entomological Evidence
1200	1300	Lunch
1300	1700	Practical Exercise

Commission on Peace Officer Standards and Training
and Orange County Sheriff Coroner-Department
Agreement Number 16112123
Exhibit A, Attachment 11
Page 1 of 1

Course: CORONER DEATH INVESTIGATION - PHOTOGRAPHY - 31205

Presenter: SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT (2330)

Total Hours Per Course Presentation: **8**

Total Number of Days of Class: **1**

Day 1

Start	End	Subject
0800	0830	Introductions
0830	1100	Limited Capability Cameras
1100	1200	Practical Exercise
1200	1300	Lunch
1300	1500	Scene and Autopsy Photography
1500	1700	Practical Exercise & Review

Commission on Peace Officer Standards and Training
and Orange County Sheriff Coroner-Department
Agreement Number 16112123
Exhibit A, Attachment 12
Page 1 of 1

Course: CORONER DEATH INVESTIGATOR - GRAVESITE EXCAVATION - 31203

Presenter: SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT (2330)

Total Hours Per Course Presentation: **8**

Total Number of Days of Class: **1**

Day 1

Start	End	Subject
0800	0830	Introductions
0830	1200	Gravesite Excavation - Lecture
1200	1300	Lunch
1300	1700	Excavation Exercise

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 13
Page 1 of 1

Course: CORONER SAFETY UPDATE

Presenter: ORANGE COUNTY SHERIFF'S DEPARTMENT (2060)

Total Hours Per Course Presentation: **24**

Total Number of Days of Class:

COURSE TO BE DEVELOPED

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit B

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT**

- A. Contractor shall receive reimbursement for services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for expenditures incurred consistent with the budget detail, up to the maximum amounts shown, in accordance with the cost breakdown, as described below.
- B. All costs indicated herein are fixed rates. Totals may change based on actual usage. Costs shall be paid in accordance with Exhibit B, Budget Detail, attached hereto not to exceed \$126,071.00.
- C. Invoices shall include the Agreement Number and course roster, and shall be submitted in duplicate not more frequently than monthly in arrears to:

Commission on POST
Accounting Section
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

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**

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B

Course Title	Course	Estimated Number of Presentations	Cost Per Presentation	Estimated Course Totals
40-hr. Coroner Course (Mod A)	31200	2	\$9,070.00	\$18,140.00
40-hr. Coroner Course (Mod B)	31200	2	\$9,070.00	\$18,140.00
32-hr. Coroners Symposium, Adv	34481	1	\$20,000.00	\$20,000.00
24-hr. Death Investigation		1	\$4,100.00	\$4,100.00
24-hr. Homicidal Drowning Investigation	31444	2	\$6,000.00	\$12,000.00
8-hr. Death Notifications & Stress	22321	1	\$2,090.00	\$2,090.00
24-hr. Mass Fatalities Management		1	\$4,100.00	\$4,100.00
8-hr. Coroner Death Investigation-Bone ID & Recovery (2330)	31202	1	\$3,000.00	\$3,000.00
8-hr. Coroner Death Investigation Shooting Scenes (2330)	31206	1	\$3,000.00	\$3,000.00
8-hr. Coroner Death Inv/Blood Pattern Recognition (2330)	31207	1	\$3,000.00	\$3,000.00
8-hr. Coroner Death Investigation-Insect Evidence (2330)	31204	2	\$2,204.00 1 time fee \$1,600	\$6,008.00
8-hr. Coroner Death Investigation –Photography (2330)	31205	2	\$2164.00 1 time fee \$1,600	\$5,928.00
8-hr. Coroner Death Investigator–Gravesite Excavation (2330)	31203	2	\$2,169.00 1 time fee \$1,600	\$5,938.00
8-hr. Coroner Safety Update		1	\$1,927.00	\$1,927.00
Equipment, Etc.				
Infant/Child Mannequin	Purchase of one (1) Mannequin			\$12,000.00
Internet Connectivity & Maintenance				\$6,700.00
			Total	\$126,071.00

Budget Overview

Commission on Peace Officer Standards and Training
 and Orange County Sheriff-Coroner Department
 Agreement Number 16112123
 Exhibit B, Attachment 2
 Page 1 of 1

Course Name:	80 Hour Coroner Course, Modules A and B			
Cost Per Presentation:	\$9,070.00			
Maximum Presentations:	2			
Estimated Course Total:	\$18,140.00			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
Direct Costs:				
Services				
(1) Instruction	\$2,325.00		\$4,650.00	
(2) Coordination	\$1,795.00		\$3,590.00	
(3) Clerical	\$750.00		\$1,500.00	
(4) Printing/Reproduction	\$866.00		\$1,732.00	
Total	\$5,736.00	2	\$11,472.00	
Travel				
(1) Coordinator	\$0.00		\$0.00	
(2) Instructors	\$1,479.00		\$2,958.00	
Total	\$1,479.00	2	\$2,958.00	
Total Services & Travel	\$7,215.00			\$14,430.00
B. Indirect Costs:	\$1,270.00	2	\$2,540.00	\$2,540.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets/Handouts	\$0.00		\$0.00	
(2) Certificates	\$20.00		\$40.00	
(3) Notebooks	\$35.00		\$70.00	
(4) Paper/Office Supplies	\$20.00		\$40.00	
Total	\$75.00	2	\$150.00	
Equipment	\$180.00		\$360.00	
Total	\$180.00	2	\$360.00	
Miscellaneous	\$330.00		\$660.00	
Total	\$330.00	2	\$660.00	
Total Support Costs	\$585.00			\$1,170.00
TOTAL PER PRESENTATION	\$9,070.00		TOTAL PRESENTATION COST	\$18,140.00
			TOTAL CONTRACT COST	\$18,140.00

	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
Course Name:	32 Hour Coroners Symposium, Adv			
Cost Per Presentation:	\$20,000			
Maximum Presentations:	1			
Estimated Course Total:	\$20,000			
A. Direct Costs:				
Services				
(1) Instruction	\$960.00		\$960.00	
(2) Coordination	\$3,328.00		\$3,328.00	
Total	\$4,288.00	1	\$4,288.00	
Travel				
(1) Coordinator	\$470.00		\$470.00	
(2) Instructors	\$7,622.00		\$7,622.00	
Total	\$8,092.00	1	\$8,092.00	
Total Services & Travel	\$12,380.00			\$12,380.00
B. Indirect Costs:	\$287.00	1	\$287.00	\$287.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$1,298.00		\$1,298.00	
(2) Certificates			\$0.00	
(3) Notebooks/Binders			\$0.00	
(4) Handout Reproduc.			\$0.00	
(5) Classroom Supplies	\$100.00		\$100.00	
(6) Other			\$0.00	
Total	\$1,398.00	1	\$1,398.00	
Equipment Rental	\$5,935.00		\$5,935.00	
Total	\$5,935.00	1	\$5,935.00	
Presentation Facility Cost			\$0.00	
Total	\$0.00	1	\$0.00	
Total Support Costs	\$7,333.00			\$7,333.00
TOTAL PER PRESENTATION	\$20,000.00		TOTAL PRESENTATION COST	\$20,000.00
			TOTAL CONTRACT COST	\$20,000.00

Course Name:	24 Hour Death Investigation			
Cost Per Presentation:	\$4,100			
Maximum Presentations:	1			
Estimated Course Total:	\$4,100			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$1,440.00		\$1,440.00	
(2) Coordination	\$1,200.00		\$1,200.00	
Total	\$2,640.00	1	\$2,640.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors	\$525.00		\$525.00	
Total	\$525.00	1	\$525.00	
Total Services & Travel	\$3,165.00			\$3,165.00
B. Indirect Costs:	\$455.00	1	\$455.00	\$455.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$480.00		\$480.00	
(2) Certificates			\$0.00	
(3) Notebooks/Binders			\$0.00	
(4) Handout Reproduc.			\$0.00	
(5) Classroom Supplies			\$0.00	
(6) Other			\$0.00	
Total	\$480.00	1	\$480.00	
Equipment Rental			\$0.00	
Total	\$0.00	1	\$0.00	
Presentation Facility Cost			\$0.00	
Total	\$0.00	1	\$0.00	
Total Support Costs	\$480.00			\$480.00
TOTAL PER PRESENTATION	\$4,100.00		TOTAL PRESENTATION COST	\$4,100.00
			TOTAL CONTRACT COST	\$4,100.00

Course Name:	24 Hour Homicidal Drowning Investigation			
Cost Per Presentation:	\$6,000			
Maximum Presentations:	2			
Estimated Course Total:	\$12,000			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$1,732.00		\$3,464.00	
(2) Coordination	\$956.00		\$1,912.00	
Total	\$2,688.00	2	\$5,376.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors	\$1,572.00		\$3,144.00	
Total	\$1,572.00	2	\$3,144.00	
Total Services & Travel	\$4,260.00			\$8,520.00
B. Indirect Costs:	\$252.60	2	\$505.20	\$505.20
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$1,250.00		\$2,500.00	
(2) Certificates	\$0.00		\$0.00	
(3) Notebooks/Binders	\$0.00		\$0.00	
(4) Handout Reproduc.	\$0.00		\$0.00	
(5) Classroom Supplies	\$79.00		\$158.00	
(6) Other	\$51.00		\$102.00	
Total	\$1,380.00	2	\$2,760.00	
Equipment Rental	\$107.40		\$214.80	
Total	\$107.40	2	\$214.80	
Presentation Facility Cost			\$0.00	
Total	\$0.00	2	\$0.00	
Total Support Costs	\$1,487.40			\$2,974.80
TOTAL PER PRESENTATION	\$6,000.00		TOTAL PRESENTATION COST	\$12,000.00
			TOTAL CONTRACT COST	\$12,000.00

Course Name:	8 Hour Death Notification & Stress			
Cost Per Presentation:	\$2,090			
Maximum Presentations:	1			
Estimated Course Total:	\$2,090			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$480.00		\$480.00	
(2) Coordination	\$204.00		\$204.00	
Total	\$684.00	1	\$684.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors	\$889.00		\$889.00	
Total	\$889.00	1	\$889.00	
Total Services & Travel	\$1,573.00			\$1,573.00
B. Indirect Costs:		1	\$0.00	\$0.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$185.00		\$185.00	
(2) Certificates	\$42.00		\$42.00	
(3) Notebooks/Binders			\$0.00	
(4) Handout Reproduc.			\$0.00	
(5) Classroom Supplies	\$254.00		\$254.00	
(6) Other			\$0.00	
Total	\$481.00	1	\$481.00	
Equipment Rental	\$36.00		\$36.00	
Total	\$36.00	1	\$36.00	
Presentation Facility Cost			\$0.00	
Total	\$0.00	1	\$0.00	
Total Support Costs	\$517.00			\$517.00
TOTAL PER PRESENTATION	\$2,090.00		TOTAL PRESENTATION COST	\$2,090.00
			TOTAL CONTRACT COST	\$2,090.00

Course Name:	24 Hour Mass Fatalities Management			
Cost Per Presentation:	\$4,100			
Maximum Presentations:	1			
Estimated Course Total:	\$4,100			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$1,440.00		\$1,440.00	
(2) Coordination	\$152.00		\$152.00	
Total	\$1,592.00	1	\$1,592.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors	\$2,000.00		\$2,000.00	
Total	\$2,000.00	1	\$2,000.00	
Total Services & Travel	\$3,592.00			\$3,592.00
B. Indirect Costs:	\$103.00	1	\$103.00	\$103.00
C. Support Costs				
Supplies (per course)				
(1) Flash drive	\$105.00		\$105.00	
(2) Certificates			\$0.00	
(3) Notebooks/Binders			\$0.00	
(4) Handout Reproduc.			\$0.00	
(5) Classroom Supplies			\$0.00	
(6) Other	\$300.00		\$300.00	
Total	\$405.00	1	\$405.00	
Equipment Rental			\$0.00	
Total	\$0.00	1	\$0.00	
Presentation Facility Cost			\$0.00	
Total	\$0.00	1	\$0.00	
Total Support Costs	\$405.00			\$405.00
TOTAL PER PRESENTATION	\$4,100.00		TOTAL PRESENTATION COST	\$4,100.00
			TOTAL CONTRACT COST	\$4,100.00

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit B, Attachment 8
Page 1 of 1

Course Name:	8 Hour Coroner Death Investigation-Bone ID & Recovery			
Cost Per Presentation:	\$3,000			
Maximum Presentations:	1			
Estimated Course Total:	\$3,000			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$640.00		\$640.00	
(2) Coordination	\$480.00		\$480.00	
Total	\$1,120.00	1	\$1,120.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors			<u>\$0.00</u>	
Total	\$0.00	1	\$0.00	
Total Services & Travel	\$1,120.00			\$1,120.00
B. Indirect Costs:			\$0.00	\$0.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$45.00		\$45.00	
(2) Misc. Supplies	\$120.00		\$120.00	
(3) Notebooks/Binders	\$60.00		\$60.00	
(4) Handout Reproduc.	\$40.00		\$40.00	
(5) Classroom Supplies	\$15.00		\$15.00	
Total	\$280.00	1	\$280.00	
Equipment Rental			<u>\$0.00</u>	
Total	\$0.00	1	\$0.00	
Presentation Facility Cost			<u>\$0.00</u>	
Total	\$0.00	1	\$0.00	
Total Support Costs	\$280.00			\$280.00
TOTAL PER PRESENTATION	\$1,400.00	TOTAL PRESENTATION COST		\$1,400.00
			Special Equipment Purchase (one time annual purchase up to)	\$1,600.00
			TOTAL CONTRACT COST	\$3,000.00

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit B, Attachment 9
Page 1 of 1

Course Name:	8 Hour Coroner Death Investigation Shooting Scenes			
Cost Per Presentation:	\$3,000			
Maximum Presentations:	1			
Estimated Course Total:	\$3,000			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$640.00		\$640.00	
(2) Coordination	\$480.00		\$480.00	
Total	\$1,120.00	1	\$1,120.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors			\$0.00	
Total	\$0.00	1	\$0.00	
Total Services & Travel	\$1,120.00			\$1,120.00
B. Indirect Costs:			\$0.00	\$0.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$45.00		\$45.00	
(2) Misc. Supplies	\$120.00		\$120.00	
(3) Notebooks/Binders	\$60.00		\$60.00	
(4) Handout Reproduc.	\$40.00		\$40.00	
(5) Classroom Supplies	\$15.00		\$15.00	
Total	\$280.00	1	\$280.00	
Equipment Rental			\$0.00	
Total	\$0.00	1	\$0.00	
Presentation Facility Cost			\$0.00	
Total	\$0.00	1	\$0.00	
Total Support Costs	\$280.00			\$280.00
TOTAL PER PRESENTATION	\$1,400.00	TOTAL PRESENTATION COST		\$1,400.00
			Special Equipment Purchase (one time annual purchase up to)	\$1,600.00
			TOTAL CONTRACT COST	\$3,000.00

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit B, Attachment 10
Page 1 of 1

Course Name:		8 Hour Coroner Death Inv/Blood Pattern Recognition		
Cost Per Presentation:		\$3,000		
Maximum Presentations:		1		
Estimated Course Total:		\$3,000		
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$640.00		\$640.00	
(2) Coordination	\$480.00		\$480.00	
Total	\$1,120.00	1	\$1,120.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors			\$0.00	
Total	\$0.00	1	\$0.00	
Total Services & Travel	\$1,120.00			\$1,120.00
B. Indirect Costs:			\$0.00	\$0.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$45.00		\$45.00	
(2) Misc. Supplies	\$120.00		\$120.00	
(3) Notebooks/Binders	\$60.00		\$60.00	
(4) Handout Reproduc.	\$40.00		\$40.00	
(5) Classroom Supplies	\$15.00		\$15.00	
Total	\$280.00	1	\$280.00	
Equipment Rental				
Total	\$0.00	1	\$0.00	
Presentation Facility Cost				
Total	\$0.00	1	\$0.00	
Total Support Costs	\$280.00			\$280.00
TOTAL PER PRESENTATION	\$1,400.00	TOTAL PRESENTATION COST		\$1,400.00
Special Equipment Purchase (one time annual purchase up to)				\$1,600.00
TOTAL CONTRACT COST				\$3,000.00

Course Name:	8 Hour Coroner Death Investigation-Insect Evidence			
Cost Per Presentation:	\$2,204			
Maximum Presentations:	2			
Estimated Course Total:	\$6,008			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$640.00		\$1,280.00	
(2) Coordination	\$480.00		\$960.00	
Total	\$1,120.00	2	\$2,240.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors			\$0.00	
Total	\$0.00	2	\$0.00	
Total Services & Travel	\$1,120.00			\$2,240.00
B. Indirect Costs:	\$224.00	2	\$448.00	\$448.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$75.00		\$150.00	
(2) Insects & Collection Supply	\$620.00		\$1,240.00	
(3) Notebooks/Binders	\$65.00		\$130.00	
(4) Handout/CD	\$75.00		\$150.00	
(5) Classroom Supplies	\$25.00		\$50.00	
(6) Other	\$0.00		\$0.00	
Total	\$860.00	2	\$1,720.00	
Equipment Rental			\$0.00	
Total	\$0.00	2	\$0.00	
Presentation Facility Cost			\$0.00	
Total	\$0.00	2	\$0.00	
Total Support Costs	\$860.00			\$1,720.00
TOTAL PER PRESENTATION	\$2,204.00		TOTAL PRESENTATION COST	\$4,408.00
			Special Equipment Purchase (one time annual purchase up to)	\$1,600.00
			TOTAL CONTRACT COST	\$6,008.00

Course Name:	8 Hour Coroner Death Investigation - Photography			
Cost Per Presentation:	\$2,164			
Maximum Presentations:	2			
Estimated Course Total:	\$5,928			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$640.00		\$1,280.00	
(2) Coordination	\$480.00		\$960.00	
Total	\$1,120.00	2	\$2,240.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors			\$0.00	
Total	\$0.00	2	\$0.00	
Total Services & Travel	\$1,120.00			\$2,240.00
B. Indirect Costs:	\$224.00	2	\$448.00	\$448.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$75.00		\$150.00	
(2) Cameras	\$500.00		\$1,000.00	
(3) Notebooks/Binders	\$45.00		\$90.00	
(4) Handout Reproduc.	\$75.00		\$150.00	
(5) Classroom Supplies	\$125.00		\$250.00	
(6) Other	\$0.00		\$0.00	
Total	\$820.00	2	\$1,640.00	
Equipment Rental			\$0.00	
Total	\$0.00	2	\$0.00	
Presentation Facility Cost			\$0.00	
Total	\$0.00	2	\$0.00	
Total Support Costs	\$820.00			\$1,640.00
TOTAL PER PRESENTATION	\$2,164.00		TOTAL PRESENTATION COST	\$4,328.00
			Special Equipment Purchase (one time annual purchase up to)	\$1,600.00
			TOTAL CONTRACT COST	\$5,928.00

Commission on Peace Officer Standards and Training
and Orange County Sheriff's Department
Agreement Number 16112123
Exhibit B, Attachment 13
Page 1 of 1

Course Name:	8 hour Coroner Death Investigation-Gravesite Excavation			
Cost Per Presentation:	\$2,169			
Maximum Presentations:	2			
Estimated Course Total:	\$5,938			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$640.00		\$1,280.00	
(2) Coordination	\$480.00		\$960.00	
Total	\$1,120.00	2	\$2,240.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors			<u>\$0.00</u>	
Total	\$0.00	2	\$0.00	
Total Services & Travel	\$1,120.00			\$2,240.00
B. Indirect Costs:	\$224.00	2	\$448.00	\$448.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets/CD	\$125.00		\$250.00	
(2) Tools - Excavation	\$500.00		\$1,000.00	
(3) Notebooks/Binders	\$65.00		\$130.00	
(4) Handout Reproduc.	\$75.00		\$150.00	
(5) Classroom Supplies	\$60.00		\$120.00	
(6) Other			<u>\$0.00</u>	
Total	\$825.00	2	\$1,650.00	
Equipment Rental			<u>\$0.00</u>	
Total	\$0.00	2	\$0.00	
Presentation Facility Cost			<u>\$0.00</u>	
Total	\$0.00	2	\$0.00	
Total Support Costs	\$825.00			\$1,650.00
TOTAL PER PRESENTATION	\$2,169.00	TOTAL PRESENTATION COST		\$4,338.00
			Special Equipment Purchase (one time annual purchase up to)	\$1,600.00
		TOTAL CONTRACT COST		\$5,938.00

Course Name:	8 Hour Coroner Safety Update			
Cost Per Presentation:	\$1,927			
Maximum Presentations:	1			
Estimated Course Total:	\$1,927			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$640.00		\$640.00	
(2) Coordination	\$726.00		\$726.00	
Total	\$1,366.00	1	\$1,366.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors			<u>\$0.00</u>	
Total	\$0.00	1	\$0.00	
Total Services & Travel	\$1,366.00			\$1,366.00
B. Indirect Costs:	\$270.00	1	\$270.00	\$270.00
C. Support Costs				
Supplies (per course)				
(1) Flash Drive	\$175.00		\$175.00	
(2) Certificates	\$45.00		\$45.00	
(3) Notebooks/Binders			\$0.00	
(4) Handout Reproduc.	\$35.00		\$35.00	
(5) Classroom Supplies			\$0.00	
(6) Other			<u>\$0.00</u>	
Total	\$255.00	1	\$255.00	
Equipment Rental	\$36.00		<u>\$36.00</u>	
Total	\$36.00	1	\$36.00	
Presentation Facility Cost			<u>\$0.00</u>	
Total	\$0.00	1	\$0.00	
Total Support Costs	\$291.00			\$291.00
TOTAL PER PRESENTATION	\$1,927.00		TOTAL PRESENTATION COST	\$1,927.00
			TOTAL CONTRACT COST	\$1,927.00

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		APPROVED AS TO FORM OFFICE OF THE COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA
<i>Date Executed</i>	<i>Executed in the County of</i>	By <u><i>[Signature]</i></u> Deputy Date <u><i>5/27/16</i></u>

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT D
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, increase or decrease of funds by mutual written consent.
3. **CANCELLATION CLAUSE:** POST reserves the right to cancel this agreement subject to 30 days written notice to Contractor.
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 (if applicable):** 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 <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

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 representatives 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).