

SHORT FORM CONTRACT**(For agreements up to \$9,999.99)**

STD. 210 (Revised 6/2003)

CONTRACT NUMBER 16C061188	AM. NO.	FEDERAL TAXPAYER ID. NUMBER 95-6000769
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICES TO:

California Highway Patrol
 Research and Planning Section
 P. O. Box 942898
 Sacramento, CA 94298-0001

FOR STATE USE ONLY

STD. 204 ☒ N/A ☐ ON FILE ☐ ATTACHED ☐ CERTIFIED SMALL BUSINESS
 CCCs ☒ N/A ☐ ON FILE ☐ ATTACHED ☐ CERTIFICATE NUMBER
☐ DVBE % ☒ N/A ☐ GFE
☐ Late reason
☐ Public Works Contractor's License
☒ Exempt from bidding SCM 5.80 B.3.b

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.

California Highway Patrol

CONTRACTOR'S NAME, hereafter called the **Contractor**.

Riverside Police Department

2. The agreement term is from **1/1/2017** or upon approval, whichever is later, to **6/30/2017**3. The maximum amount payable is \$ **6,000.00** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ _____ (Attach list if applicable.)

4. Payment Terms (**Note: All payments are in arrears.**) ☒ ONE TIME PAYMENT (Lump sum) ☐ MONTHLY ☐ QUARTERLY
☒ ITEMIZED INVOICE ☒ OTHER Contractor will invoice using the Agency Contract Claim for Reimbursement, Exhibit B

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

☒ ADDITIONAL PAGES ATTACHED

a. Contractor agrees to implement the Every 15 Minutes (E15M) program as outlined in Exhibit A, Program Specifications. The E15M is a two-day program focusing on teenagers, challenging them to think about drinking, driving, personal safety, the responsibility of making mature decisions and the impact their decisions have on family, friends, and many others. This is a cooperative program involving schools, law enforcement, and the community.

b. The proposed dates of the program at Notre Dame High School are April 19-20, 2017.

c. CHP reserves the right to cancel this agreement with thirty (30) days prior written notice.

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

☒ GTC*SF 610 ☐ GIA* _____ *If not attached, view at www.dgs.ca.gov/contracts/.☒ Other Exhibits (List) Exhibit A - Program Specifications, Exhibit B - Reimbursement Claim**In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA**

AGENCY NAME

California Highway Patrol

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

Patricia Gamoning, Procurement Manager

ADDRESS

P.O. Box 942898, Sacramento, CA 94298-0001

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Riverside Police Department

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

Sergio G. Diaz, Chief of Police

ADDRESS

4102 Orange Street
Riverside, CA 92501

DATE SIGNED

1-4-17

FUND TITLE

MV Acct State Trans

ITEM

2720-001-0044

FISCAL YEAR

16/17

CHAPTER

23

STATUTE

2016

OBJECT CODE

3061-215-70615

I hereby certify upon review and knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED

BY:
 CHIEF ASSISTANT CITY ATTORNEY

EVERY 15 MINUTES

A. INTRODUCTION

1. Contractor agrees to implement the *Every 15 Minutes* program, a two-day program focusing on teenagers challenging them to think about drinking, driving, personal safety, and the responsibility of making mature decisions and the impact their decisions have on family, friends, their community, and many others.
2. This contract may be terminated prior to the expiration date by either party upon thirty (30) days prior written notice. If at any time the Contractor should cease to perform the services specified herein, the contract is deemed to be terminated. No penalty shall accrue to either party because of contract termination. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

B. PROCEDURES

1. Contractor agrees to follow the standard outline of the *Every 15 Minutes* program, as laid out in the *Every 15 Minutes* Procedural Manual. The overall program and guidelines presented within the procedural manual should be followed as closely as possible in order to maintain the integrity and consistency of the program. Major deviations from the procedural manual, adding to or changing the drinking and driving education message of the program (including, but not limited to, adding information related to distracted driving, drugged driving, etc.), could result in a reduction in reimbursement or an inability of the California Highway Patrol to provide any reimbursement when the final claim is paid.

The *Every 15 Minutes* Procedural Manual, as well as other important documents and information regarding the *Every 15 Minutes* program that shall be used during the course of the program, can be located at www.chp.ca.gov.

2. Contractor agrees to use the following standard language in all press, media, and printed materials: *"Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration."*
3. Contractor agrees to work in cooperation with the assigned representative from the local California Highway Patrol Office (normally the Public Information Officer) during the planning process. The local California Highway Patrol officer shall be the Contractor's primary point of contact, shall be included in all planning and committee meetings, as well as the entire Day 1 and 2 activities, to include the overnight retreat.

4. A representative from the California Highway Patrol shall attempt to attend each planning meeting (student, parent, and core group committee) during the course of the program planning process. In addition, a representative from the California Highway Patrol shall be present on Day 1 of the program for the crash scene, removal of students from class, participate in the coordination of other first responders, etc., as well as attend and/or assist in chaperoning the retreat(s). Additionally, a minimum of at least one representative from the California Highway Patrol shall attend the Day 2 assembly.
5. The Contractor shall assign no less than two students from the high school student body to program committee(s) for participation in the organization and planning of the *Every 15 Minutes* program at the subject school. Students selected to serve on the program committee(s) should not also be selected as crash victims/living dead participants during Day 1 and 2 program activities.
6. Contractor shall provide a copy of this contract to the on-site program coordinator in order to ensure the terms and conditions of this contract are met and followed throughout the course of planning.

C. TERMS AND CONDITIONS

1. Contractor agrees to maintain all records and other evidence pertaining to costs incurred and work performed thereunder, and shall make them available at the Contractor's California office during the contract period and thereafter for a period of three years from the date of receipt of final payment of federal funds.
2. The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant, sub grant, or contract under a grant or sub grant; and (b) Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
3. Contractor shall not assign or transfer interest in this contract without the prior written approval from the California Highway Patrol and the Office of Traffic Safety.
4. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.
5. The Contractor shall function as the prime contractor of this contract and shall manage the performance of any subcontractors. Contractor shall enter into subcontracts contingent upon the California Highway Patrol and Office of Traffic Safety approval. The Contractor shall be responsible for establishing and maintaining contractual agreements with, and the reimbursement of, each subcontractor for work performed in accordance with the terms of this contract.

All subcontracts entered into pursuant to this contract shall be subject to examination and audit by the Contractor, the California Highway Patrol, the Office of Traffic Safety, and/or the National Highway Traffic Safety Administration, or their designated representatives, for a minimum of three years after final payment. Each subcontract to which the California Highway Patrol and Office of Traffic Safety have consented shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the California Highway Patrol and Office of Traffic Safety.

6. Contractor, and any subcontractors, agree to abide by the General Terms, Conditions, and Certifications contained in the Office of Traffic Safety Grant Program Manual, Chapter 6, Exhibit 6-A, all of which by reference herein shall be made a part of this contract. The General Terms, Conditions, and Certifications are available online at www.ots.ca.gov.

D. FUNDING

1. For the purposes of this specific contract, Contractor recognizes that funding for the Every 15 Minutes program is contingent on the California Highway Patrol receiving funding from the Office of Traffic Safety.
2. Payment shall be made from funds appropriated to the California Highway Patrol and are subject to the fiscal procedures of the State of California. The maximum amount payable under this contract shall not exceed six-thousand dollars (\$6,000.00).

E. EXPENSES

1. The following is a list of costs eligible for reimbursement:
 - Materials and supplies necessary to implement the Every 15 Minutes program, including but not limited to;
 - Paper and/or printing costs necessary for reproduction of the assembly program,,
 - Office supplies reasonable and necessary for use during the course of the program activities only,
 - Supplies to make headstones and/or obituaries,
 - Flowers for the Day 2 assembly, or "funeral,"
 - Makeup for the living dead/crash victims,
 - Stamps/postage (excluding costs of overnight shipping charges).
 - Blank DVDs/flash drives
 - Reimbursement will be provided for purchase of DVDs/flash drives as necessary to disseminate the video to the program participants only.

- Rental of sound/audio/video equipment and/or vendors necessary to produce the program video or amplified sound during the crash scene and/or assembly.
 - We strongly encourage student produced videos for the purposes of this program.
 - School-run media/audio classes may rent equipment needed to assist them in the production of the program video, or to provide sound during the program, if needed.
- The cost for motivational/guest speakers
 - Reimbursement for motivational/guest speaker shall not exceed \$1,000 per speaker, to include all charges and services associated with speaking during the program, including travel.
 - Any motivational/guest speaker hired to perform services during a multi-school program (i.e.: two or more schools who have joined together to implement a program collaboratively) will still only be reimbursed for charges up to the allowable amount (\$1,000). Speaker will not be reimbursed for speaking fees per each individual school and/or contract.
 - Any speaker requesting reimbursement for travel expenses shall provide an itemized invoice listing all travel charges, and will be reimbursed at the current state rates.
 - Reimbursement will not be provided for out of state travel.
 - For a list of the current state lodging rates, please visit the Department of Human Resources website, www.calhr.ca.gov.
- Lodging for the student retreat
 - Lodging will be reimbursed for Day 1 and 2 of the program only. Any lodging costs incurred outside of Day 1 and 2 of the program, by either students or program coordinators, will not be eligible for reimbursement.
 - Lodging will be reimbursed at the current state rate pertaining to the retreat location, plus applicable taxes. Any costs exceeding current state lodging rates will not be reimbursed. For a list of the current state lodging rates, please visit the Department of Human Resources website, www.calhr.ca.gov.
- Transportation (buses or vans)
 - Transportation for students and adult chaperones to/from the overnight retreat.
 - Transportation will be reimbursed for Day 1 and 2 of the program only. Any transportation costs incurred outside of Day 1 and 2 of the program, by either students or program coordinators, will not be eligible for reimbursement.
- Rental of bleachers or chairs for viewing of the crash scene and/or assembly.

- Thank you cards, plaques, etc. for donors and community supporters
 - Reimbursement of thank you cards, plaques, etc. shall not exceed \$100, to include all charges and services associated with the items.
 - The California Highway Patrol provides a free, downloadable "Certificate of Appreciation" available at no cost to the Contractor. The certificate can be used in place of purchasing thank you cards and/or plaques.
 - To view the certificate, please visit our website www.chp.ca.gov.
 - Contractor agrees additional costs not listed above may be allowable upon prior written approval from the California Highway Patrol and Office of Traffic Safety. If a questionable cost may be incurred, Contractor agrees to contact the California Highway Patrol, in writing, requesting prior approval for the expenditure.
2. The following is a list of costs not eligible for reimbursement:
- Duplication of services
 - Reimbursement will not be provided for services rendered which are a duplication of the responsibilities of state, county, and city law enforcement, including the California Highway Patrol, the school, fire department, emergency medical responders, coroner/local mortuary, hospital, chaplains, counselors, or other community groups/ agencies as listed in the Every 15 Minutes Procedural Manual. This program is a community based effort, encouraging members of the community to volunteer time, services, and resources for the common goal of educating teenagers.
 - Purchase of t-shirts, sweatshirts, shorts, or any other type of clothing or costume for the program participants, coordinators, or outside resources/agencies.
 - Printing and/or design charges on t-shirts or other clothing items.
 - Purchase of sound/audio/video equipment, including, but not limited to; computers, microphones, projectors and screens, cameras/camcorders, batteries, tripods, external hard drives, SD cards, phones, televisions, DVD players, ipods/ipads, etc.
 - Promotional items, including, but not limited to; lanyards, banners/posters, key chains, bags/backpacks, bracelets, rulers, pencils/pens, balloons, coffee cups, bumper stickers, and stationery.
 - Food/beverages
 - Meals/food of any kind including candy, donuts, snacks, or any other food items; coffee, bottled water, soda, juice, or any other beverages.
 - Paper products including, but not limited to, plates, utensils, cups, napkins, tablecloths (paper or fabric), or any other paper products.

- Flash bang devices.
- Tarps.
- Fatal Vision goggles.
- Permits costs for street closures.
- Salary and/or overtime (i.e.; substitute teachers, bus drivers, personnel at allied agencies, etc.).
- Administrative costs
 - Reimbursement will not be provided for any administrative and/or indirect costs incurred associated with the preparation of reports, documents, etc., generated as a result of grant required paperwork.
- Tips/Gratuities
 - Any tip(s) provided by the Contractor to vendors, sub-contractors, for services received, etc., are made at the discretion of the Contractor and are not reimbursable under this grant.
- Insurance fees, including supplemental insurance policies or facility rental insurance.
- Parking fees, including charges for parking permits, tolls, or bridges.
- Entertainment.
 - Costs of amusement, social activities, and any costs directly associated with such activities (i.e.: tickets to shows or sporting events, lodging, rental of facilities, transportation to/from, and gratuities).
- Toys and/or games.
- Music
 - Reimbursement will not be provided for the purchase of music (online, streaming fees, physical copy, etc.), gift cards (i.e.: iTunes gift cards), music rights fees, or any other costs/fees associated with purchasing music for the purposes of the program.
- Program Advertising. Costs of billboard space, radio/television air time, and newspaper/magazine advertisement (including articles/ads of appreciation to supporters of the program) for program-related messages and activities.
- Cost of overnight or courier mail service.
- Contributions and donations, including cash, property, and services to others, regardless of the recipient.

- Cost of fund-raising, including financial campaigns, solicitation of gifts, and similar expenses incurred to raise capital (such as selling the *Every 15 Minutes* program video) or obtaining contributions.
 - Scholarships.
 - Contest prizes and/or gifts (i.e., cash and/or gift certificates).
3. Only the costs as specified herein, are authorized for reimbursement by the California Highway Patrol to Contractor under this contract. Any other costs incurred by Contractor in the performance of this contract are the sole responsibility of the Contractor.
 4. All items to be purchased under this contract are considered expendable and title to the items are vested to the local agency. No inventory controls are required except reporting of what was actually purchased. No non-expendable items, defined as having a unit cost of \$5,000 or more, are authorized for purchase under this contract.
 5. Please note: If Contractor accepts monetary donations from Department of Alcoholic Beverage Control licensed establishments, liquor wholesalers, distributors, or manufacturers, NO display of alcoholic beverage brand logos or other brand identification is permitted.

F. REIMBURSEMENT

1. In order to be eligible for reimbursement, Contractor shall furnish a final report package to the California Highway Patrol within thirty (30) days after completion of the *Every 15 Minutes* program. If the reimbursement package is not submitted as stated above, the agreement may be cancelled and any request for reimbursement may be denied.
2. Contractor understands in order to be eligible for reimbursement costs incurred and claimed must be necessary and reasonable for proper implementation of the program, be incurred after the effective date of the contract and on or before the contract termination date, and cannot result in a profit or other increment to the contracting agency.
3. Payment of approved reimbursable costs shall be made in arrears, on a one-time basis. Payment to the Contractor shall be made within 45 days of the California Highway Patrol's approval of invoices, however, no late payment or interest penalties are applicable to payments not made within this time period.

4. In order to be eligible for reimbursement, the reimbursement package shall consist of all the following items. The reimbursement package will be considered incomplete if all of the documents and materials below are not submitted.
 - A cover letter on Contractor's official letterhead.
 - A written, final report by the Contractor
 - The final report shall be at least one page in length and consist of an overview of the entire program, from the planning stages through the debriefing process, as well as a final conclusion.
 - Additional materials shall include all of the following items:
 - Program operational plan,
 - Letters to parents/students/community,
 - Day 2 assembly program
 - Copies of any newspaper or online articles that were published,
 - Pictures,
 - Press release (if issued by Contractor or allied agency),
 - Program video (an online link will not be accepted),
 - Any other materials you feel will highlight your program.
 - Agency Contract Claim for Reimbursement (see page 9).
 - Copies of all invoices/receipts being claimed for reimbursement
5. The reimbursement packet will be considered incomplete if all requested documents and materials are not submitted concurrently. Contractor understands untimely submission of reimbursement claims may result in loss or reduction of grant funding.
6. The California Highway Patrol may delete from Contractor's invoice any amount claimed by Contractor if the Department determines the expense to be inappropriate or excessive, or violates any other provisions of the contract.
7. Contractor agrees to refund to the California Highway Patrol any amounts claimed for reimbursement and paid to Contractor that are later disallowed by the California Highway Patrol, or other official auditor, after audit or inspection of records maintained by the Contractor.
8. All invoices and correspondence are to be mailed in accordance with the applicable instructions. Costs incidental to the report's preparation or delivery that are incurred subsequent to the termination date of the contract are not allowable.