

**Operational Agreement
Law Enforcement Training Program (LETP) – (PO) Grant #PO16038519**

The San Diego Regional Training Center (SDRTC) and the Commission on Peace Officers Standards and Training (POST) enter into this Operational Agreement (Agreement), which is intended to assist SDRTC with its provision of training law enforcement professionals throughout the State of California, funded by federal grant funds as described below, in the topics of domestic violence, stalking and sexual assault. To this end, if SDRTC is selected for such federal grant funding, POST agrees to provide assistance to SDRTC for the term of the grant as follows:

NOW, THEREFORE, the Parties hereto mutually covenant and agree with each other as follows:

POST agrees to:

- 1) Reimburse travel and per diem, subject to POST policies and procedures, for all instructors contracted by SDRTC to present courses covered, named, and funded by the Violence Against Women Act (VAWA) Law Enforcement Training Program (LETP) grant, if awarded, to SDRTC for Fiscal Year 2016/17. The process and conditions for such reimbursement will be in compliance with POST Directive 0-27 through a Letter of Agreement (LOA) submitted by the individual instructor and reimbursed directly to the individual instructor. POST is not obligated to reimburse noncompliant requests for reimbursement.
- 2) Reimburse agencies in the POST program for travel and per diem of all qualified employees who complete any of the courses covered and named in the VAWA LETP Grant. The process for reimbursement will be in compliance with POST Regulation 1015 and Directive E-1-4 (c) and (e) through a Training Reimbursement Request (TRR). POST is not obligated to reimburse noncompliant requests for reimbursement.
- 3) Submit a report to San Diego Regional Training Center on the amount reimbursed through LOAs and TRRs, pursuant to this Agreement on a quarterly basis. POST will maintain copies of all LOA and TRR reports for audit purposes in accordance with its standard document retention policies. This does not preclude POST and SDRTC staff from creating a collaborative process for sharing information.

POST is not, under any circumstances, obligated to reimburse more than \$122,000.00 cumulatively under paragraphs number 1 and number 2 above. The expenditures submitted through LOAs and TRRs must be incurred between October 1, 2016 and September 30, 2017 to be eligible for reimbursement.

SDRTC shall do the following:

- 1) Be the sole grantee of record and sole lead agency for the VAWA LETP Grant.
- 2) Assume all responsibilities and obligations related to the VAWA LETP Grant. SDRTC acknowledges and agrees that POST assumes no such responsibilities or obligations pursuant to this Agreement or otherwise.
- 3) Facilitate all course presentations in compliance with the terms and conditions of the VAWA LETP Grant.

POST understands and acknowledges that SDRTC will apply any POST reimbursements made under the Agreement towards SDRTC's required contribution to the in-kind match required by the VAWA LETP Grant as stated in the Cal OES Law Enforcement Training Program FY16/17 Request for Application. SDRTC understands and agrees that, in the event that the POST reimbursements made pursuant to this Agreement are deemed insufficient, unacceptable, or not in compliance with the in-kind and cash match requirements of the VAWA LETP Grant, POST assumes no liability for the contributions required as a condition of receipt of the VAWA LETP Grant. The parties understand that the amount of reimbursements contemplated by this Agreement depends on factors such as the number of presentations and the number of trainees attending those presentations. The parties agree that POST is not obligated to make any contribution related to the VAWA LETP Grant except as expressly provided in this Agreement, even if the in-kind and cash match amount required by the VAWA LETP Grant is not reached as required by the VAWA LETP Grant.

SDRTC further understands and agrees that POST assumes no liability whatsoever for any failure by SDRTC to comply with any VAWA LETP Grant terms, and undertakes none of SDRTC's obligations under the VAWA LETP Grant.

The parties agree that POST assumes no liability for any of the VAWA LETP Grant administration or course activities related to the VAWA LETP Grant.

SDRTC, to the fullest extent permitted by law, shall indemnify, hold harmless POST, its members, officers, employees, and agents (each a "POST Indemnified Party") from and against any and all Indemnifiable Losses (defined below) arising out of, resulting from or in any way connected with:

- the facilities to be used in connection with training contemplated by the VAWA LETP Grant, or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or from the planning, design, acquisition, installations or construction, of those facilities or any part thereof;
- the VAWA LETP Grant or any of the transactions or undertakings contemplated by the VAWA LETP Grant or any document delivered by SDRTC pursuant to, or in connection with, any of the foregoing;

- any misrepresentation or breach by SDRTC of any representation or warranty in the VAWA LETP Grant terms or any document delivered by SDRTC pursuant to, or in connection with, any of the foregoing or the VAWA LETP Grant; or
- any breach by SDRTC of any covenant or undertaking in connection with the VAWA LETP Grant or any document delivered by SDRTC pursuant to, or in connection therewith;

provided that such indemnification shall not apply to Indemnifiable Losses resulting from the gross negligence or willful misconduct of any POST Indemnified Party.

“Indemnifiable Losses” means the aggregate of Losses and Litigation Expenses.

“Losses” means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (other than punitive damages to the extent they may not, under law, be indemnified), diminution in value, fine, fee and penalty, and other charge, of every conceivable kind, character and nature whatsoever, contingent or otherwise, know or unknown, except Litigation Expenses.

“Litigation Expenses” means any court filing fee, court cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim, including, without limitation, in each case, attorneys’ fees, other professionals’ fees and disbursements.

The rights and undertakings for indemnity set forth herein do not terminate, and they survive the termination of this Agreement.

The Agreement does not create any agency, employment, partnership, joint venture, or other joint relationship. POST and SDRTC are independent government entities. Neither party has any authority to bind the other.

This Agreement sets forth the entire understanding of the Parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless agreed to in writing by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

For SDRTC _____
Michael Gray, Executive Director Date

For POST _____
Jan Bullard, Assistant Executive Director Date