

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 02/20)

AGREEMENT NUMBER **21112356**

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, hereinafter referred to as "State"

CONTRACTOR'S NAME

CSU Long Beach, Center for Criminal Justice Research and Training, hereinafter referred to as "University"

2. The term of this Agreement is: July 1, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: \$ 667,500.76 (six hundred sixty-seven thousand five hundred and seventy-six cents)

4. The Parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of the Agreement.

Exhibit A – A7: A–Scope of Work; A1–Deliverables; A2–Key Personnel; A3–Authorized Representatives; A4–Use of Intellectual Property; A5–Resumes/Biosketch; A6–Current & Pending Support; A7–Third Party Confidential Information (if applicable) 13 page(s)

Exhibit B – B–Budget; B1–Budget Justification; B2– Subawardee Budgets (if applicable); B3– Invoice Elements 2 page(s)

Exhibit C* – University Terms and Conditions UTC-220

Check mark additional Exhibits below, and attach applicable Exhibits or provide internet link:

- ☐ **Exhibit D** – Additional Requirements Associated with Funding Sources page(s)
- ☐ **Exhibit E** – Special Conditions for Security of Confidential Information page(s)
- ☐ **Exhibit F** – Access to State Facilities or Computing Resources page(s)
- ☒ **Exhibit G** – Negotiated Alternate UTC Terms 3 page(s)

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at: the [University of California, Office of the President](#) and the [California Department of General](#)

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.)

California State University, Long Beach Research Foundation

BY (Authorized Signature)

DATE SIGNED (Do not type)



XPRINTED NAME AND TITLE OF PERSON SIGNING

Maria Reyes, Senior Director Sponsored Programs

ADDRESS

6300 East State University Drive, #332, Long Beach, CA 90815

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

Maria A. Sandoval, Assistant Executive Director

ADDRESS

860 Stillwater Road, Suite 100, West Sacramento, CA 95605-1630

**California Department of General
Services Use Only**

☐ Exempt per:

Exhibit A – Scope of Work

Project Summary & Scope of Work

☒ Contract

☐ Grant

PI Name: Ron Mark, Director of Center for Criminal Justice

Project Title: POST Use of Force Scenario Simulations Train-the-Trainer Course

Project Summary/Abstract

Briefly describe the long-term objectives for achieving the stated goals of the project.

The Commission on Peace Officer Standards and Training (POST) is required by legislation (SB230 13519.10 PC) to implement a course or courses of instruction for the regular and periodic training of law enforcement officers in the use of force and to develop uniform, minimum guidelines for adoption and promulgation by California law enforcement agencies for use of force. The guidelines and course of instruction shall stress that the use of force by law enforcement personnel is of important concern to the community and law enforcement and that law enforcement should safeguard life, dignity, and liberty of all persons, without prejudice to anyone.

POST, through the Learning Technology Resources (LTR) Bureau, has completed a Use of Force (UOF) Scenario Simulations Course comprised of legislatively mandated topics. The course curriculum was developed using Subject Matter Experts (SME's) to include, but not limited to, those representing law enforcement agencies, police academy instructors, and members of the public. In partnership with the University, POST intends to deliver the accompanying UOF Train-the-Trainer (T4T) Course.

If Third-Party Confidential Information is to be provided by the State:

- ☐ Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; **OR**
- ☐ A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7, Third Party Confidential Information.

Scope of Work

1. This project coordinators during the term of this Agreement will be:

POST

Name: Steve Harding
Senior Law Enforcement Consultant
Phone: (916) 227-2816
Email: Steven.Harding@post.ca.gov

Direct all Agreement inquiries to:

POST

Contracts Unit
Attention: Contract Analyst
Address: 860 Stillwater Road, Ste. 100
West Sacramento, CA 95605
Phone: (916) 227-3937
Email: contracts@post.ca.gov

CSU Long Beach Research Foundation

Name: Ron Mark, Director of Center for
Criminal Justice
Phone: (562) 985- 4940
Email: ron.mark@csulb.edu

CSU Long Beach Research Foundation

ORSP
Maria Reyes, Senior Director
Address: 6300 E. State University Drive, #332
Long Beach, CA 90812
Phone: (562) 985- 8051
Email: maria.reyes@csulb.edu

Statement of Work

- A. The University agrees to provide the State with services necessary for the coordination and management of the T4T Course for use by the State and qualified law enforcement personnel, trainers, and educators as described herein.
- B. The University must fully perform all responsibilities and duties as required by this agreement and in accordance with directives of the State Project Manager.
- C. In the development of the T4T Course, the University shall facilitate up to twenty-four (24) workshops. The T4T course shall total a 24-hour session. All UOF trained facilitators must be familiar with and able to teach the new lesson plan at the end of the T4T training. All trained facilitators must have a working knowledge of and comprehend UOF principles.
- D. The University shall facilitate up to two instructor workshops for existing instructors. The State Project manager will work with the University to ensure each party agrees with the final workshop needs.
- E. The State Project Manager, or designee, may conduct audits of the University's recordkeeping processes during the project to ensure the University is dispersing funds according to this Agreement. The University agrees that such audits are anticipated and necessary within the scope of this Agreement. The University will provide proof of paid invoices (e.g., hotel costs, instructor payments, travel, etc.) upon request.
- F. Activities specified by this agreement, including scheduling of the workshops, shall be the responsibility of the University with final approval by the State Project Manager. Notification of approval of specific University activities may be carried out verbally, by e-mail, by U.S. mail, or online platform at the discretion of the State Project Manager.
- G. The curriculum and supporting documents resulting from this project may not be reproduced, in whole or in part, in any form or by any means, electronic or mechanical, or by any information storage and retrieval system now known or hereafter invented, without prior written permission of the State, with the following exceptions:

- California law enforcement agencies in the POST peace officer program and POST-certified training presenters are hereby given permission by POST to reproduce any or all content of the resulting curriculum for internal use within their agency/school.
- All other individuals, private businesses and corporations, public and private agencies and colleges, professional associations, and non-POST law enforcement agencies in-state or out-of-state, may print or download information from the resulting curriculum for non-commercial use.

H. The Curriculum Team

- The University agrees to provide the following staff to support and adequately meet the needs of the T4T Course curriculum development project:
 - Project Manager
 - Project Coordinator
 - Facilitator/Curriculum Designer/Instructor
 - Administrative Staff
- **Project Manager**
 - The Project Manager shall have the minimum qualifications as follows:
 - A minimum of 10 years of experience at the executive management level, effectively operating and managing complex training programs, or a minimum of 20 years of full-time experience as a law enforcement officer or in a law enforcement related field;
 - A minimum of five years of experience in a supervisory role in a civilian or law enforcement training manager's (or similar) position;
 - Manager's position or law enforcement supervisor (commonly known as a sergeant, detective supervisor or training unit supervisor), or a commensurate level and amount of experience in a training role or executive level position;
 - Demonstrated working knowledge of instructor-related classroom management techniques or working knowledge of facilitation related techniques;
 - Experience in instruction, lesson planning, technical writing, editing, publication, and creative writing;
 - An understanding of the impact of de-escalation techniques in law enforcement and the community;
 - A master's degree in a law enforcement field, criminal justice, public service, leadership or equivalent;
 - An understanding of contemporary methods of program and project management.
 - The Project Manager shall provide the following services:
 - Leadership and vision of the T4T Course, while interacting collaboratively with the State Project Manager, who will provide oversight of the project;
 - Ensuring delivery of content and process in accordance with the State's needs and requirements for the project;
 - Directing the development of the T4T Course curriculum as directed and in discussion with the State Project Manager to meet the evolving needs of law enforcement Instructors;
 - Attending meetings and special events as directed by the State Project Manager (with advanced notice and by mutual agreement with the State Project Manager);
 - Reviewing for necessity and approval the supplies and expenses of the University personnel assisting with the project;
 - Overseeing logistical preparation for the development and pilot delivery of the course;
 - Providing oversight and tracking of the budget to ensure the workshops, pilot and deliverables are completed within budget throughout the various stages of the project;
 - Working with and reporting to the State Project Manager any budget issues, such as significant surpluses or shortfalls;

- Providing direction for problems/issues that might arise;
 - Ensuring all facilitators, instructors, and support staff foster a positive and respectful environment for collaborative information exchange in a creative, synergistic, and productive fashion;
 - Maintaining regular contact with the State Project Manager through emails, telephone communications, and in-person meetings;
 - Maintaining accurate recordkeeping at each stage and throughout the term of the project;
 - Ensuring the completion and documentation of site location logistics for all meetings related to the project;
 - Ensuring each site location and work environment is adequate for the needs of the project and appropriate for attendee safety;
 - Notifying the State Project Manager in the event of unusual circumstances, injuries, or significant problems.
- **Project Coordinator**
 - The Project Coordinator shall have the minimum qualifications as follows:
 - A minimum of five years of experience in a supervisory role in a civilian training manager's (or similar) position, or a law enforcement training manager's position, or law enforcement supervisor or a minimum of five years of experience in a supervisory capacity, commensurate with the duties and with full understanding, of the duties of a law enforcement supervisor;
 - A minimum of five years of experience in a law enforcement related field (e.g., dispatch, crime scene, sworn peace officer); or be able to demonstrate, through oral and written processes, a thorough understanding of law enforcement, its functions, operations and how investigative training to law enforcement investigators must be delivered and the best practices for delivering effective training on and for criminal investigations;
 - Experienced as an instructor/facilitator skilled in the competencies emphasized in POST Commission regulations;
 - Possess a demonstrated working knowledge of instructor related classroom management techniques;
 - Possess a demonstrated ability to effectively facilitate law enforcement training, curriculum design work groups, and other associated meetings;
 - Possess demonstrated knowledge, experience, and the ability to effectively generate discussion and gain knowledge through the facilitation of work groups comprised of, but not limited to, law enforcement agency representatives, police academy instructors, SMEs, and members of the public;
 - Possess a working knowledge of and be familiar with POST's mission, regulations and procedures as they relate to the delivery of a publication;
 - Possess demonstrated experience as an instructor having delivered a minimum of 200 hours of classroom instruction;
 - Possess a demonstrated ability to manage instructors in a high-level program.
 - The Project Coordinator is responsible for the following:
 - Ensuring communication between the University and the State is consistent, ongoing, and meets the needs of the project;
 - Fostering a positive and respectful environment for collaborative information exchange in a creative, synergistic, and productive fashion;
 - Ensuring that staff assigned to the project adhere to specific and strict benchmarks to ensure deliverables are completed on time;
 - Providing updates and consultation for the project to the State Project Manager through the University's Project Manager;
 - Providing oversight of logistical preparation;
 - Ordering and maintaining supplies;

- Working with and reporting to the University's Project Manager any budget issues, such as significant surpluses or shortfalls;
 - Completing and submitting monthly reports to the University's Project Manager;
 - Maintaining regular contact with the Project Manager and/or the State Project Manager through emails, telephone communications, and in-person meetings;
 - Accurate recordkeeping (budgetary expenditures, participant contact information, hotel contracts, etc.)
- **Facilitator/Curriculum Designer/Instructor**
 - Facilitators shall have the requisite minimum qualifications as follows:
 - Highly proficient with Bloom's Taxonomy and experienced in teaching law enforcement use of force concepts including real-time force option decision-making;
 - Possess a demonstrated working knowledge of facilitator/instructor related classroom management techniques;
 - Possess a demonstrated working knowledge of instructional theory in adult learning concepts to include the cognitive, affective, and psychomotor domains of learning and their application to law enforcement training;
 - Possess demonstrated knowledge, experience, and the ability to facilitate group discussion with law enforcement employees and other subject matter personnel in the areas of use of force, and to incorporate a variety of adult learning concepts in instructional delivery;
 - Possess demonstrated experience as a facilitator and instructor having delivered a minimum of 200 hours of classroom instruction in a law enforcement related field;
 - A working knowledge of POST's mission, regulations and procedures as they relate to the development of new and emerging information for the law enforcement field;
 - A demonstrated working knowledge of law enforcement criminal regulations and procedures.
 - Facilitators shall provide the following services:
 - Ensuring breakouts foster a positive and respectful environment for collaborative information exchange in a creative, synergistic, and productive fashion;
 - Using learner-centered facilitation strategies and adult learning principles to include the cognitive, affective, and psychomotor domains of learning;
 - Using a variety of teaching methods and aids, including state-of-the-art instructional equipment such as computer-assisted instruction, scenarios, case studies, and other learning activities;
 - Managing time efficiently to ensure the workshops, pilot(s), and deliverables are completed within established timelines while attaining the highest degree of quality;
 - Ensuring meeting room, classroom, and overall safety.
 - **Administrative Staff**
 - The University's administrative staff shall have the minimum qualifications as follows:
 - Significant experience in the administration and/or management of POST certified law enforcement training programs;
 - Experience working with law enforcement;
 - An understanding of POST requirements and guidelines;
 - An understanding of course curriculum development utilizing SME workshops, including coordination and production of workshops and pilot courses.
 - The University's administrative staff shall provide the following services:
 - Ensuring the acquisition and delivery (mailing/shipping) of equipment, course supplies, and materials;

- Assisting SMEs, including email and/or telephonic communications with them, as needed;
- Conducting regular review and approval of expenses;
- Ensuring that reimbursements do not exceed State approved rates as set by California Department of Human Resources (CalHR);
- Ensuring the budget is on track and payments made in a timely manner.

Exhibit A1 – ATTACHMENT I (deliverables)

Day	Topic	Time (hours)
Day One	Introduction	1
	SB230 Learning Objectives and Course Content	5
	Design and Learning	2
Day Two	Learning modalities	2
	Facilitation and learning	4
	Teach backs and Feedback	2
Day Three	Teach backs and Feedback	8
	Total Hours	24

Exhibit A2 – Key Personnel

KEY PERSONNEL

List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PIs. Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project. Use additional consecutively numbered pages as necessary.

Last Name, First Name	Institutional Affiliation	Role on Project
PI:		
Mark, Ron	CSU Long Beach	Project Manager
Co-PI(s) – if applicable:		
<i>Not Applicable</i>		
Other Key Personnel (if applicable):		
Steve Harding	POST	Project Coordinator
<i>Last name, First name</i>	<i>Institutional affiliation</i>	Facilitator/Curriculum Developer/Instructor
<i>Last name, First name</i>	<i>Institutional affiliation</i>	Administrative Staff

Exhibit A3 – Authorized Representatives

AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

State Agency Contacts	University Contacts
Agency Name: Commission on Peace Officer Standards and Training (POST)	University Name: California State University Long Beach, Research Foundation
Contract Project Manager (Technical) Name: Rosanne Richeal, Bureau Chief Address: Commission on POST 860 Stillwater Road, Suite 100 West Sacramento, CA 95605-1630 Telephone: (916) 227-4260 Fax: (916) 227-3895 Email: Rosanne.Richeal@post.ca.gov	Principal Investigator Name: Ron Mark, Director Address: CSU Long Beach, Center for Criminal Justice Research and Training 6300 University Drive #332 Long Beach, CA 90815 Telephone: (562) 985-4940 Fax: (562) 985-2448 Email: Ron.Mark@csulb.edu 1.
Authorized Official (contract officer) Name: Contracts Unit Contracts Analyst Address: Commission on POST 860 Stillwater Road, Suite 100 West Sacramento, CA 95605-1630 Telephone: (916) 227-4537 Fax: N.A. Email: contracts@post.ca.gov	Authorized Official Name: Maria Reyes Director, ORSP Address: ORSP 6300 East State University Drive, #332 Long Beach, CA90812 Telephone: (562) 985-8051 Fax: Email: maria.reyes@csulb.edu

Exhibit A4 – Use of Intellectual Property

USE OF INTELLECTUAL PROPERTY

If either Party will be using any third-party or pre-existing intellectual property (including, but not limited to data, copyrighted works, known patents, trademarks, service marks and trade secrets) "IP" with restrictions on use, then list all such IP and the nature of the restriction below. If no third-party or pre-existing IP will be used, check "none" in this section.

- A. State: Preexisting IP to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

☒ None or ☐ List:

Owner (Name of State Agency or 3 rd Party)	Description	Nature of restriction:

- B. University: Restrictions in Preexisting IP included in Deliverables identified in Exhibit A1, Deliverables.

☒ None or ☐ List:

Owner (Name of University or 3 rd Party)	Description	Nature of restriction:

- C. Anticipated restrictions on use of Project Data.

If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check "None" in this section.

☒ None or ☐ List:

Owner (University or 3 rd Party)	Description	Nature of Restriction:

Exhibit A5 - RÉSUMÉ/BIOSKETCH

RÉSUMÉ/BIOSKETCH

Attach 2-3 page Resume/Biosketch for the PI and other Key Personnel listed in Exhibit A2, Key Personnel.

Not Applicable

Exhibit A6 – Current & Pending Support

CURRENT & PENDING SUPPORT

University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The “Proposed Project” is this application that is submitted to the State. Add pages as needed.

PI: Not Applicable					
Status (currently active or pending approval)	Award # (if available)	Source (name of the sponsor)	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
CURRENT					
PENDING					

Exhibit A7

Third Party Confidential Information

Confidential Nondisclosure Agreement

(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)

If the Scope of Work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.

Not Applicable

Exhibit B - Budget
COURSE BUDGET DETAIL
PI – RON MARK
July 1, 2021 – June 30, 2022

Class Services (Wages)	hourly	# hours	Quantity	24 Classes
	\$ 90.00	48	24	\$ 103,680.00
Facilitator/Trainer	\$ 90.00	24	24	\$ 51,840.00
Class Coordinator/Trainee (1 per class)	\$ 50.00	24	24	\$ 28,800.00
Project Manager	\$ 70.00	550	1	\$ 38,500.00
Project Coordinator	\$ 55.00	550	1	\$ 30,250.00
Admin/Clerical	\$ 25.00	550	1	\$ 13,750.00
<u>Total Class Services</u>				\$ 266,820.00
Workshop Services (Wages) - 2 days each	hourly	# hours	Quantity	2 Workshops
Workshop Facilitator/Coach	\$ 110.00	48	1	\$ 5,280.00
Workshop Instructors	\$ 65.00	32	12	\$ 24,960.00
Workshop Project Coordinator	\$ 55.00	32	1	\$ 1,760.00
Workshop Project Manager	\$ 70.00	32	1	\$ 2,240.00
<u>Total Workshop Services</u>				\$ 34,240.00
<u>Total Services</u>				\$ 301,060.00
Class Estimated Travel and Per Diem	cost	# of people	Quantity	24 Classes
Instructors/Facilitator (3 per class)	\$ 1,000.00	3	24	\$ 72,000.00
Class Coordinator (1 per class)	\$ 1,000.00	1	24	\$ 24,000.00
Program Manager	\$ 1,000.00	1	24	\$ 24,000.00
<u>Total Class Travel and Per Diem</u>				\$ 120,000.00
Workshop Estimated Travel and Per Diem	cost	# of people	Quantity	2 Workshops
Workshop Facilitator/Coach	\$ 1,000.00	1	2	\$ 2,000.00
Workshop Instructors	\$ 1,000.00	12	2	\$ 24,000.00
Workshop Project Coordinator	\$ 1,000.00	1	2	\$ 2,000.00
Workshop Project Manager	\$ 1,000.00	1	2	\$ 2,000.00
<u>Total Workshop Travel and Per Diem</u>				\$ 30,000.00
<u>Total Estimated Travel and Per Diem</u>				\$ 150,000.00
<u>Services and Travel Subtotal</u>				\$ 451,060.00
Indirect Contract Cost			15%	\$ 67,659.00
Support Costs	cost	# of students	# classes	
Course Certificates	\$ 1.00	24	24	\$ 576.00
Student Notebooks	\$ 5.26	24	24	\$ 3,029.76
Handouts Reproduction (\$0.10/page)	\$ 100.00	24	24	\$ 57,600.00

Commission on Peace Officer Standards and Training
And CSU Long Beach Research Foundation
Agreement Number 20112356
Exhibit B

Classroom Supplies	\$ 11.00	24	24	\$ 6,336.00
Other/Misc	\$ 5.00		24	\$ 120.00
AV/Equipment Rental	\$ 750.00		24	\$ 18,000.00
Facility Costs	\$ 2,400.00		26	\$ 62,400.00
Workshop Supplies	\$ 30.00	12	2	\$ 720.00
<u>Support Costs Subtotal</u>				\$ 147,581.76
<u>Grand Total</u>				<u>\$ 667,500.76</u>

Exhibit C – University Terms and Conditions

[University of California, Office of the President](#) and the [California Department of General Services](#) websites. UTC-220

Exhibit G – Negotiated Alternate UTC Terms

An alternate provision in Exhibit G must clearly identify whether it is replacing, deleting or modifying a provision of Exhibit C. The Order of Precedence incorporated in Exhibit C clearly identifies that the provisions on Exhibit G take precedence over those in Exhibit C.

*While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate. California Education Code §67327(b) allows for those terms to be changed, but only through the mutual agreement and negotiation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should **not** be noted in Exhibit C, but rather noted separately in Exhibit G.*

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 the State, who shall produce its decision notification decision in writing and mail or otherwise furnish a copy thereof to the University. The University shall have fifteen (15) calendar days after receipt of such a decision to submit a written protest to the State specifying in detail in what particulars the Agreement requirements were exceeded. If the University fails to submit such a protest within the period specified above, it shall constitute a waiver of any and all rights to adjustment in the Agreement terms and the State's decision shall be final and conclusive. Pending a State final decision of a dispute hereunder, the University shall proceed diligently with the performance of this Agreement.
2. **AMENDMENTS:** This Agreement may be amended for time, scope, increase or decrease of funds by mutual written consent.
3. **TERMINATION CLAUSE:** This Agreement may be terminated by either party, at any time, with or without cause, by delivering thirty days written notice to the other party. In addition, the State reserves the right to require the University to terminate any Instructor, Facilitator, Auditor, Volunteer, or approved subcontractor providing services on behalf of the University under this Agreement (a) at any time, with or without cause, by delivering thirty day written notice to the University; or (b) immediately, with cause, which for purposes hereof means such Instructor, Facilitator, Auditor, Volunteer, or approved subcontractor has engaged in conduct deemed to be illegal, immoral, fraudulent, inappropriate or unprofessional as determined by the State. The University shall provide timely evidence to the State of its compliance with the foregoing Instructor, Facilitator, Auditor, Volunteer, or approved subcontractor terminations. Failure to comply may result in the de-certification of the University's presentation.
4. **CONTRACTOR EVALUATION (if applicable):** In accordance with provisions of the Pubic Contract Code, PCC § 10367, 10369 and 10370, the University's performance under this Agreement will be evaluated. The evaluation will be prepared by the State within 60 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 State 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):** The University is expected to perform the services contemplated with the resources available within its own organization. Subcontracting of work pertinent to this Agreement shall be upon prior written consent by the State 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, the University warrants, represents and agrees that it and its subcontractors, employees and representatives will, at all times when performing services under this Agreement (a) comply with all applicable local, city, county, state and federal laws, codes, statutes, ordinances, rules and regulations; and (b) fulfill student course expectations.

The University shall notify the State in writing immediately upon termination of any such subcontract(s).

BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET DETAIL

- A. The University is responsible for payment of wages for actual hours worked and travel expenses to the Curriculum Team: the Project Manager, the Project Coordinator, the Facilitator/Instructor/ Curriculum Designer, and Administrative Staff under separate agreements or contracts.
- B. The University shall receive indirect contract costs calculated at 15% of actual contract amount, as noted in Exhibit B, Attachment 1.

2. INVOICING AND PAYMENT

- A. The University shall receive reimbursement for satisfactorily completing the services identified in the above Statement of Work and upon receipt and approval of the University's invoices, the State agrees to compensate the University for expenditures incurred, up to the maximum amount of **\$301,034.88**, in accordance with the cost breakdown, as described in Exhibit B Budget.
- B. the University agrees to submit a detailed invoice monthly in duplicate with the following information before payment will be authorized:
 - Agreement Number
 - The actual amount invoiced for the hours worked

Invoices not containing the above bulleted information will be disputed and payment will be held until complete information and/or documentation is submitted. The University shall submit invoices not more frequently than monthly in arrears to the address provided below before the 15th of the upcoming month:

Commission on POST
Accounting Section
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630
invoicereceived@post.ca.gov

3. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the California State 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 University or to furnish any other considerations under this Agreement and University shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the California State 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 University to reflect the reduced amount.

4. 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.