

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

August 12, 2008

**FROM: GARY S. PENROD, Sheriff-Coroner
Sheriff's Department**

**SUBJECT: CONTRACT WITH VARIOUS LOCAL AGENCIES FOR THE SHERIFF'S
DEPARTMENT TO PROVIDE USE OF FORCE TRAINING**

RECOMMENDATION(S)

1. Approve **Contract No. 08-871** with Chaffey Community College District for the Sheriff's Department to provide Use of Force Instructional Update courses, at the rate of \$1,000 per team, per 16-hour course, and to provide Trimester Use of Force Training, at \$75 per student, per trimester, for the contract term of July 1, 2008 through June 30, 2011.
2. Approve **Contract No. 08-872** with City of Redlands for the Sheriff's Department to provide Use of Force Instructional Update courses, at the rate of \$1,000 per team, per 16-hour course, and to provide Trimester Use of Force Training, at \$75 per student, per trimester, for the contract term of July 1, 2008 through June 30, 2011.

(Presenter: Dennis J. Casey, Captain, 387-0640)

BACKGROUND INFORMATION

The Sheriff's Department (Department), through the Frank Bland Regional Training Center, provides California Peace Officer Standards and Training (P.O.S.T.) certified Use of Force training to outside law enforcement agencies on a contractual basis. The Instructional Update Course is a two-day introductory course the Contractor may be required to attend (as determined by the Force Options Training staff), which is designed to prepare individuals for ongoing Use of Force Trimester training. Written contracts are used to establish the terms of the training, ensure proper liability coverage, cost recovery, and operating procedures between the parties.

In 2005-06, the Department re-wrote all of its Use of Force contracts to include a rate increase from \$44 to \$60 per student, per trimester, and to include language and fees pertaining to the Instructional Update Course. The Department has again re-written these agreements to include a rate increase from \$60 to \$75 per student, per trimester. The fees for the courses are based upon the cost of providing training personnel; maintaining and operating the firing range such as replacing targets; replacing target frames and backing, and ammunition and supplies. These contracts are for three years, effective July 1, 2008, and provide for termination upon 30 days advance written notice.

Page 1 of 2

cc: Sheriff-Casey w/ 4 agrees
Contractors c/o Sheriff w/ agree
ACR-Accts Payable Mgr w/ agrees
ACR-General Acct Mgr w/ agrees
Periculum c/o Risk Mgmt w/ agrees
Risk Mgmt
Co. Counsel-Norris
CAO-Erickson
File w/ agrees
ed 8/14/08
Agreement Nos. 08-871, 08-872
ITEM 044

Record of Action of the Board of Supervisors

APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors

MOTION	<u>SECOND</u>	<u>AYE</u>	<u>AYE</u>	<u>MOVE</u>	<u>AYE</u>
	1	2	3	4	5

DENA M. SMITH, CLERK OF THE BOARD

BY _____

DATED: August 12, 2008



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

☒ New ☐ Change ☐ Cancel	Vendor Code	SC	Dept. SHR	A	Contract Number 08-872
County Department SHERIFF		Dept. SHR		Orgn. SHR	Contractor's License No.
County Department Contract Representative DENNIS J. CASEY		Telephone (909) 387-0640		Total Contract Amount	
Contract Type ☒ Revenue ☐ Encumbered ☐ Unencumbered ☐ Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date 07-01-08	Contract End Date 06-30-11	Original Amount	Amendment Amount
Fund SCB	Dept. SHR	Organization SHR	Appr.	Obj/Rev Source GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source GRC/PROJ/JOB No.	Amount
Project Name Use of Force Instructional Update Course & Trimester Use of Force Training 2008-11 Contract Type 1			Estimated Payment Total by Fiscal Year FY Amount I/D FY Amount I/D _____ _____ _____		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

City of Redlands

Address Redlands Police Department
P.O. Box 3005

Redlands, CA 92373-1505

Telephone (909) 798-7661

Federal ID No. or Social Security No.

hereinafter called CONTRACTOR

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the COUNTY, through the Sheriff's Department, conducts Use of Force Instructional Update Course and Trimester Use of Force training classes for law enforcement personnel; **AND**,

WHEREAS, the CONTRACTOR desires to enter into a contract for the participation of its peace officers in said classes;

NOW, THEREFORE, the parties hereto agree as follows:

I. SCOPE OF SERVICES.

- A. COUNTY shall provide two-day Use of Force Instructional Update courses (as applicable) to CONTRACTOR's peace officers as detailed in the Schedule A attached hereto and incorporated herein by reference.
- B. COUNTY shall provide Trimester Use of Force training to CONTRACTOR's peace officers in accordance with the San Bernardino County Sheriff's Department Use of Force Training and Qualifications Program. Said training shall be conducted in accordance with guidelines established in the official program manual, a copy of which shall be furnished to

CONTRACTOR prior to the commencement of services hereunder. Additionally, a copy of said guidelines shall be maintained by COUNTY for review by any interested third party.

- C. COUNTY shall provide a Safety Officer who shall coordinate with CONTRACTOR to ensure the proper use of the COUNTY's facilities.
- D. The Sheriff's Department Safety Officer shall be in complete charge and control of all activities during all training sessions.
 - 1. All participants shall conduct themselves in accordance with the San Bernardino County Frank Bland Regional Training Center Range Rules and Regulations which will be presented to the participants prior to the commencement of service hereunder.
 - 2. Violations of rules and regulations may result in immediate termination of participants' rights to further training under this contract.

II. CONSIDERATION.

- A. CONTRACTOR shall compensate the COUNTY \$1,000 for the Use of Force Instructional Update Course for the CONTRACTOR's current law enforcement personnel team.
- B. Any new peace officers employed by CONTRACTOR that would be attending future Trimester Use of Force training may be required to attend the Use of Force Instructional Update Course presented by the San Bernardino County Sheriff's Force Options Training Staff. CONTRACTOR shall compensate the COUNTY at the rate of \$200 per student for the Use of Force Instructional Update Course for said peace officers.
- C. CONTRACTOR will be billed in arrears at the end of the training course. CONTRACTOR shall submit payment to the Sheriff's Training Center for the costs billed.
- D. CONTRACTOR shall compensate the COUNTY at the rate of \$75, per student, per trimester for Use of Force training. CONTRACTOR shall be billed in arrears at the end of each trimester's training sessions. CONTRACTOR will submit payment to the Sheriff's Training Center for the costs billed.
- E. COUNTY shall have the right to renegotiate the rate for training provided under this contract at the end of each fiscal year for the ensuing fiscal year. Any rate change shall be agreed to in writing by both parties in the form of an amendment to this contract.
- F. It shall be the sole responsibility of the CONTRACTOR to ensure that all students arrive for all training sessions.

III. TERM AND TERMINATION.

The term of this contract shall be for a period of three years commencing on July 1, 2008. This contract may be terminated at any time, with or without cause, by either party, upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. In the event of

termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination.

IV. NOTICES.

All notices required to be given under this contract shall be in writing and delivered to the other party by registered or certified mail, postage prepaid. The addresses of the parties hereto, until further notice, are as follows:

CONTRACTOR: City of Redlands
Redlands Police Department
P.O. Box 3005
Redlands, CA 92373-1505

COUNTY: San Bernardino County Sheriff's Department
Bureau of Administration, Contracts Unit
P.O. Box 569
San Bernardino, CA 92402-0569

V. INDEMNIFICATION.

The CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim, therefore, except where such indemnification is prohibited by law. CONTRACTOR specifically agrees that this indemnification/defense clause and hold harmless clause is intended to extend to all acts of active or passive negligence, whether sole or concurrent, and that CONTRACTOR's duty to indemnify, defend and/or hold harmless is intended to be as broad and inclusive as is permitted by the law of the State of California, and that further if any portion thereof is held invalid, it is agreed that the balance, shall, notwithstanding, continue in full legal force and effect.

VI. INSURANCE.

Without in any way affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- A. Workers' Compensation. A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CONTRACTOR and all risks to such persons under this agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- B. Comprehensive General and Automobile Liability Insurance. This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than three million dollars (\$3,000,000).
- C. Additional Named Insured. All policies, except for Worker's Compensation, Errors and Omissions, and Professional Liability policies, shall contain additional endorsements naming the COUNTY and its officers, employees, agents, and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- D. Waiver of Subrogation Rights. CONTRACTOR shall require the carriers of the above required coverages to waive all rights and subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors, and subcontractors.
- E. Policies Primary and Non-Contributory. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
- F. Proof of Coverage. CONTRACTOR shall immediately furnish certificates of insurance to the Sheriff's Department evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of the agreement, the CONTRACTOR shall furnish certified copies of the policies and all endorsements.
- G. Insurance Review. The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

- H. The CONTRACTOR may accomplish the insurance requirements herein through a State approved self-insurance program.

V. AUTHORITY.

The Sheriff of San Bernardino County shall have the right to exercise the COUNTY's authority under this contract including the right to give notice of termination on behalf of the COUNTY at his sole discretion.

VI. FULL UNDERSTANDING.

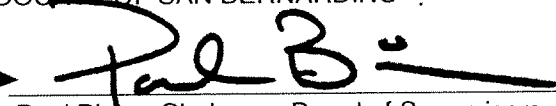
This contract represents the full and complete understanding of the parties with respect to the subject matter hereto, this contract supersedes all prior oral and written agreements or understanding between the parties with respect to the subject matter hereto. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino Division. Any amendment to this contract shall be in writing signed by both parties.

VII. CONCLUSION.

This contract consisting of six (6) pages and Schedule A is the full and complete document describing the services to be rendered by COUNTY to CONTRACTOR, including all covenants, conditions and benefits.

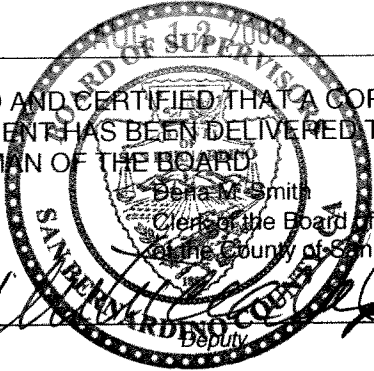
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COUNTY OF SAN BERNARDINO


Paul Biane, Chairman, Board of Supervisors

Dated: _____

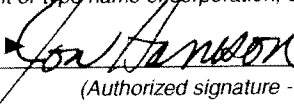
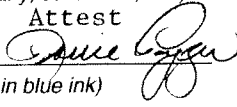
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD



By 
Debra M. Smith, Clerk of the Board of Supervisors
of the County of San Bernardino.

City of Redlands

(Print or type name of corporation, company, contractor, etc.)

By  
Attest
(Authorized signature - sign in blue ink)

Name Jon Harrison Lorrie Poyzer
(Print or type name of person signing contract)

Title Mayor City Clerk
(Print or Type)

Dated: July 1, 2008

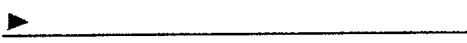
Redlands Police Department
Address P.O. Box 3005
Redlands, CA 92373-1505

Approved as to Legal Form


County Counsel, by Kevin L. Norris, Deputy

Date 4-29-08

Reviewed by Contract Compliance



Date _____

Presented to BOS for Signature


Department Head

Date _____

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

SCHEDULE A
USE OF FORCE
INSTRUCTIONAL UPDATE COURSE
SIXTEEN (16) HOUR COURSE
COURSE OUTLINE / CLASS SCHEDULE

<u>HOUR</u>	<u>ACTIVITY</u>
DAY I:	
0800 - 1000	Use of Force Continuum Rules of Engagement Case Law
1000 - 1200	Tactical Communications Verbal Judo
1200 - 1300	Lunch
1300 - 1700	Firearms Training Range Safety Duty Weapon Mini-14 Shotgun
DAY II:	
0800 - 1200	Defensive Tactics Control Holds Personal Weapons Active Counter Measures Weapon Retention Handcuffing
1200 - 1300	Lunch
1300 - 1700	ASP Training

REQUEST FOR COUNCIL ACTION

Agenda Item No. _____
City Council Meeting of 07/01/2008

SUBJECT: Approval of a contract with the County of San Bernardino for the San Bernardino County Sheriff's Department to provide Trimester Use of Force Training to members of the Redlands Police Department and authorization to execute the document.

MOTION: I move to approve the contract with the County of San Bernardino for the San Bernardino County Sheriff's Department to provide Trimester Use of Force Training to members of the Redlands Police Department and authorize the execution of the document.

DISCUSSION:

All full time sworn and reserve officers of the Redlands Police Department are required to participate in firearms/range qualifications, defensive tactics training, First Aid/C.P.R. certifications, and related training in critical law enforcement skills, in accordance to State mandates and Department policy. The San Bernardino County Sheriff's Department (SBSD), through its Force Options Training Unit at the Academy Range, offers all of these training courses through its Use of Force, Trimester Training program. Officers attending Use of Force Training are able to meet Department mandates and maintain competency in critical skills areas. Additionally, this training provides each officer with 24 hours of accredited P.O.S.T. training per year. The Sheriff's Department will conduct this training at a cost of \$75.00 per officer, per trimester. The Police Department has utilized SBSB for the trimester training for the past several years with excellent results.

FISCAL IMPACT:

No additional cost to the General Fund. The cost of the contract shall not exceed \$75.00 per officer, per trimester, with a total estimated cost of approximately \$20,250 for the current fiscal year. The cost of this training is covered in the Department's training account.

SUBMITTED BY:


James R. Bueermann
Chief of Police

REVIEWED BY:

Daniel McHugh
City Attorney

REVIEWED BY:

Tina Kundig
Finance Director

RECOMMENDED BY:

N. Enrique Martinez
City Manager

Contract - Trimester Use of Force Training - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously approved a contract with the County of San Bernardino for the San Bernardino County Sheriff's Department to provide Trimester Use of Force Training to members of the Redlands Police Department and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

Contract - Sheriff's Range Facilities - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously approved a contract with the County of San Bernardino to allow the use of the San Bernardino County Sheriff's Department range facilities and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

Amendment - Tow Service Agreements - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously approved changes to Section XXV of the tow services agreement to require the tow companies participating in the City's rotational tow program to pay a single fee in the amount of \$75.00 to the City for each impounded vehicle towed upon request of the Police Department and approved the contract amendments with Broncs Towing, Inc., Bill and Wag's Inc. and LL Towing and authorized the Mayor to execute, and the City Clerk to attest to, the documents on behalf of the City.

Proclamation - Parks and Recreation Month - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously authorized issuance of a proclamation declaring July 2008 as *Parks and Recreation Month*.

Amendment - ProLogis Exclusive Negotiation Agreement - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously approved the first amendment to an exclusive negotiation agreement with ProLogis with respect to the approximately 36-acre city-owned property located on the north side of Palmetto Avenue between California and Nevada Streets, identified as Assessor's Parcel Nos. 0292-044-09 through 12 and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

PUBLIC HEARING

Resolution No. 6728 - Appropriations Limit - Public notice was advertised for this time and place to consider Resolution No. 6728, a resolution of the City Council of the City of Redlands establishing an appropriations limit of \$86,563,913.00 for fiscal year 2008-2009 in accordance with Article XIII B of the State of California Constitution and Section 7900 et seq. of the California