

INTRADEPARTMENTAL CORRESPONDENCE

November 14, 2013
12.1.1

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: CONTRACT NO. 13112360 TO PRESENT THE ROBERT PRESLEY
INSTITUTE OF CRIMINAL INVESTIGATION (ICI) COURSES –
JULY 1, 2013 THROUGH JUNE 30, 2014

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) APPROVE Contract No. 13112360.
2. That the Board TRANSMIT Contract No. 13112360 to the Office of the Mayor for review and approval.
3. That the Board AUTHORIZE the Chief of Police to sign and execute Contract No. 13112360.

DISCUSSION

Contract No. 13112360 will authorize the California Commission on Peace Officer Standards and Training (POST) to reimburse the Department's costs, not to exceed \$313,180.73, for conducting four presentations of the Robert Presley Institute of Criminal Investigation (ICI) Core Course, one presentation of the Detective Symposium, and the purchase of equipment between July 1, 2013 and June 30, 2014. These courses contain curriculum generic to all investigative specialties and are directed at the needs of personnel conducting follow-up investigations. This contract will also authorize POST to reimburse the Department for four presentations of an ICI Gang Investigation Course, not to exceed \$43,245.69, and three presentations of a Sexual Assault Investigation Course, not to exceed \$31,754.25.

Each year since Fiscal Year 1996/1997, the Department has entered into a contract with POST for a minimum of four presentations of the ICI Core Course. This request represents the eighteenth contract renewal. The ICI Advanced Gang Investigation course has been added to Contract No. 13112360. This contract has been reviewed and approved as to form and legality by the Office of the City Attorney.

Honorable Board of Police Commissioners

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12.1.1

Funding will be provided from the Reimbursable Training Account of the Revolving Training Fund (RTF) – Fund No. 670. The RTF will be reimbursed by POST. Each course presentation will be reimbursed for an amount not to exceed a total of \$388,180.67. As a condition of the contract, fifteen percent of the students must be from an outside POST reimbursable agency.

Should you have any questions regarding this matter, please contact Detective Amira Smith, Officer in Charge, Detective Training Unit, Training Division, at (323) 223-6959.

Respectfully,

A handwritten signature in black ink, appearing to read 'C. Beck', with a long horizontal stroke extending to the right.

CHARLIE BECK
Chief of Police

Attachments

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

AGREEMENT NUMBER 13112360
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
 Los Angeles Police Department

2. The term of this Agreement is: July 1, 2013 through June 30, 2014

3. The maximum amount of this Agreement is: **\$388,180.67**
 Three Hundred Eighty Eight Thousand, One Hundred Eighty Dollars and Sixty-seven cents

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.

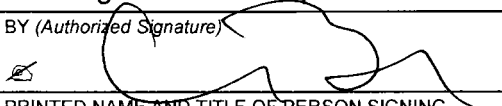
Exhibit A – Scope of Work	-5- pages
Exhibit A, Attachment I	-14- pages
Exhibit B – Budget Detail and Payment Provisions	- 4- pages
Exhibit B, Attachment I – Estimated Budget Expenditure	-1- page
Exhibit B, Attachment I – Budget Detail	-6- pages
Exhibit C* – General Terms and Conditions	GTC - 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	-1- page
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	-1- page
Exhibit F – Inventory of Equipment Purchased	-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

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
 Los Angeles Police Department

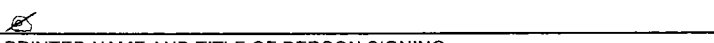
BY (Authorized Signature)  DATE SIGNED (Do not type)
 11-12-2013

PRINTED NAME AND TITLE OF PERSON SIGNING
 Amira Smith, Detective III

ADDRESS
 1880 N Academy Dr, Los Angeles, CA 90012

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
 R.W. Reed, Assistant Executive Director

ADDRESS
 1601 Alhambra Boulevard, Sacramento, CA 95816-7083

California Department of General Services Use Only

Exempt per:

**EXHIBIT A
(Standard Agreement)**

The Robert Presley Institute of Criminal Investigation (ICI) was established according to Penal Code section 13519.9(a) in order to improve the effectiveness of individual investigators through the use of a contemporary curriculum and excellence in instruction. POST regulations 1070 and 1082(d) require all instructors in an ICI class to have been trained in instructor development through the Institute of Criminal Investigation Instructor (ICII) Program.

SCOPE OF WORK

The Los Angeles Police Department (Contractor) agrees to provide to the Commission on Peace Officer Standards and Training (POST) all services necessary for the coordination, management and delivery of the POST Institute of Criminal Investigation (ICI) Program as described below:

- A. Contractor must fully perform all responsibilities and duties as required by this agreement, and in accordance with directives of the POST ICI Program Manager.
- B. ICI training presentations shall be delivered to not less than 16 students and not more than 25 students per presentation. Attendance other than the stated minimum and maximum is subject to prior approval by the POST ICI Program Manager. Delivery of ICI training courses is as follows:
 1. Criminal Inv Inst Core Course (local and Orange County) (80 hours);
 2. Sexual Assault Investigations Course (40 hours);
 3. Gang Investigations Course (40 hours);
 4. Advanced Gang Investigations Course (40 hours);
 5. Detective Symposium (24 hours)
- C. Contractor shall provide ICI Course Administrators.
 1. ICI Course Administrators shall have the requisite minimum qualifications as follows:
 - a. Have a minimum of five years 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 (commonly known as a sergeant, detective supervisor or training unit supervisor) or a minimum of five years experience in an investigative assignment, working and managing an active caseload that would build extensive experience in the investigative function;
 - b. Have successfully completed the 40 hour Institute of Criminal Investigation Instructor (ICII) course as required for ICI instructors in POST Administrative Manual regulations 1070 and 1082(d) and directed by Penal Code section 13519.9(a);
 - c. Have successfully completed the 24 hour POST Administrator Training Course within one year of appointment as an ICI Course Administrator;
 - d. Be an experienced instructor skilled in the competencies emphasized in POST Administrative Manual regulations 1070 and 1082(d);
 - e. Possess a demonstrated working knowledge of instructor related classroom management techniques;
 - f. Possess a demonstrated working knowledge of instructional theory in adult learning concepts and their application to a law enforcement classroom;
 - g. Possess a demonstrated knowledge, experience, and ability to generate class discussion through facilitation with law enforcement employees, and incorporate a variety of adult learning concepts in instructional delivery;
 - h. Possess a working knowledge of and be familiar with POST's mission, regulations and procedures as they relate to the delivery of instruction in the ICI;
 - i. Possess demonstrated experience as an instructor having delivered a minimum of 250 hours of classroom instruction;

- j. Possess a demonstrated working knowledge of law enforcement criminal investigation regulations and procedures; and
- k. Have a minimum of five years experience in a law enforcement related field (i.e., 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.

2. The ICI Course Administrator is responsible for the following:

- a. Providing leadership and vision of ICI courses;
- b. Ensuring delivery of ICI content and process is in accordance with POST regulations 1070, 1082(d) and Penal Code section 13519.9(a);
- c. Ensuring classroom setup is complete at the beginning of a class session and prior to the arrival of students;
- d. Ensuring facilitators/instructors generate a learning environment that evokes the benefit of students' experience and ideas in a creative and productive environment as directed in Penal Code section 13519.9(a);
- e. Ensuring that facilitators use highly effective instructional strategies as directed in Penal Code section 13519.9(a);
- f. Ensuring that classrooms make use of the most modern instructional design and equipment, including computer-assisted instruction, scenarios and case studies as directed in Penal Code section 13519.9(a);
- g. Coordinating the proper use of facilities, such as crime scene training areas, to ensure they are available for student use as directed in Penal Code section 13519.9(a);
- h. Reviewing and providing direction for update of course curriculum and materials to the POST ICI Program Manager through their respective presenter;
- i. Providing oversight of logistical preparation for each presentation;
- j. Ordering and maintaining of supplies for class presentations, or notification of supply needs to Contractor;
- k. Coordinating and ensuring completion of student work during course (i.e., scenario training and written work);
- l. Working with and reporting to the Contractor any budget issues, such as significant savings and any overall overages for a presentation;
- m. Handling and/or providing direction for Facilitator problems during presentation deliveries;
- n. Completing and submitting the end-of-course report to the Contractor;
- o. Serving in an instructor or mentor capacity when needed;
- p. Conducting electronic mail and telephone communication with the Contractor and/or POST ICI Program Manager; and
- q. Managing and coordinating accurate record keeping for each course (i.e., POST roster as required in POST Administrative Manual regulation 1055(g) for course completion, certificates of completion, networking rosters).

D. Contractor shall provide ICI Course Instructors.

1. ICI Course Instructors shall have the requisite minimum qualifications as follows:

- a. Have successfully completed the 40 hour Institute of Criminal Investigation Instructor (ICII) course as required in POST Administrative Manual regulations 1070 and 1082(d) and directed by Penal Code section 13519.9(a);
- b. Be an experienced instructor skilled in the competencies emphasized in POST Administrative Manual regulations 1070 and 1082(d);
- c. Possess a demonstrated working knowledge of instructor related classroom management techniques;

- d. Possess a demonstrated working knowledge of instructional theory in adult learning concepts and their application to a law enforcement classroom;
- e. Possess a demonstrated knowledge, experience, and ability to generate class discussion through facilitation with law enforcement employees, and incorporate a variety of adult learning concepts in instructional delivery;
- f. Demonstrate subject matter expertise/knowledge in their instructional block;
- g. Have a working knowledge of and be familiar with POST's mission, regulations and procedures as they relate to the delivery of instruction in the ICI;
- h. Possess demonstrated experience as an Instructor having delivered a minimum of 24 hours of classroom instruction in a law enforcement related field;
- i. Have a working knowledge of and be familiar with POST's mission, regulations and procedures as they relate to the delivery of instruction in the ICI; and
- j. Have a demonstrated working knowledge of law enforcement criminal investigation regulations and procedures.

2. ICI Course Instructors are responsible for the following:

- a. Ensuring delivery of ICI content and process in accordance with POST regulations 1070, and 1082(d) and Penal Code section 13519.9(a);
- b. Generating a learning environment that evokes the benefit of students' experience and ideas in a creative and productive environment as directed in Penal Code section 13519.9(a);
- c. Using highly effective instructional strategies as directed in Penal Code section 13519.9(a);
- d. Generating a learning environment that promotes and sustains instructor/student rapport and cooperation;
- e. Demonstrating effective time management to ensure effective and proper content and process delivery within time constraints;
- f. Acting as a mentor, coach and role model to students;
- g. Monitoring of students and classroom to ensure all POST course safety policies and procedures as required in POST Administrative Manual regulation 1053(a)(6), are complied with; and
- h. Making use of the most modern instructional design and equipment, including computer-assisted instruction, scenarios and case studies.

E. There are many different levels of instruction required in order to present the highly interactive and hands on experience for the ICI student. This requires instructors to assume positions as role players during learning activities. This also requires instructors to assist as coaches in one-on-one situations during surveillance learning activities and also during interview and interrogation learning activities. There is often written work required in ICI courses that must be critiqued and returned to the student. Each of these situations requires instructors to act as role players and/or coaches in small groups or one-on-one activities.

F. The Contractor shall provide executive level (equivalent to a program director, detective supervisor, police lieutenant or agency head) Program Coordination for all courses. Program coordination shall include but not be limited to:

1. Ensure site location logistics for each presentation location;
2. Ensure site location is adequate for the needs of the course;
3. Provide oversight, ensuring all complex and highly interactive learning environments logistics are taken care of;
4. Handle all Agency Chiefs and/or executive officers questions or concerns about the course; and
5. Notify POST ICI Program Manager in the event a concern needs to be elevated or cannot be answered.

- G. Contractor will provide logistical support during each presentation. Logistical support shall consist of, but not be limited to the following:
1. Preparing the course roster for each class;
 2. Maintaining updated information in the POST Electronic Data Interchange (EDI) system;
 3. Ensuring each class has the required handouts, outlines, books and other related necessary supplies/materials;
 4. Answering student's questions about locations, travel, etc;
 5. Keep all hard copy and electronic file listings of student names addresses, phone numbers, POST ID numbers and/or SSN's strictly confidential in a secured manner;
 6. Maintaining updated information in the POST Electronic Data Interchange (EDI) system, including expanded course outlines, hourly distribution schedules, instructor resumes and safety policies as applicable;
 7. Taking student sign-ups for courses; and
 8. Entering training course student roster information into the POST Electronic Data Interchange (EDI) system no later than 30 days following the conclusion of the course.
- H. The frequency and number of times each course will be presented shall be determined by mutual agreement with the POST ICI Program Manager and Contractor, based upon the demonstrated need of law enforcement personnel employed with POST certified reimbursable agencies to meet the goals of this agreement.
- I. Each course shall be certified by POST and taught in accordance with content developed at the direction of the POST ICI Program Manager.
- J. Contractor will ensure that all classes are presented by qualified instructors/facilitators (see D above), and course content taught is in accordance with content provided to Contractor by POST.
- K. Equipment
- Under the direction of the Program Manager the Contractor is authorized to make equipment purchases in accordance with the Conditions for Equipment Purchased marked Exhibit E and the Inventory of Equipment Purchased marked Exhibit F which are attached hereto and incorporated herein.
- Contractor shall be responsible for maintaining state purchased equipment in good, working order; repairs during the life of the equipment; and timely replacement of outdated equipment. Contractor will store supplies and state equipment at a safe, secure location that allows for minimal cost in shipping supplies to each course presentation.
- L. Final approval for Contractor activities specified by this agreement including scheduling of classes, off-site training sites, and purchase of equipment shall come from the POST ICI Program Manager. Notification of approval of specific Contractor activities may be through verbal notification, by e-mail, or by U.S. mail at the discretion of the POST ICI program manager.
- M. Detective Symposium
- Contractor shall be responsible to plan, coordinate and execute an annual detective training symposium that is a minimum of 24 hours. The symposium planning will be in collaboration with the POST ICI Program Manager. The Contractor shall:
1. Provide Logistical support who will be responsible to:
 - Support for the planning of the symposium;
 - Registration of students;
 - Order symposium materials; and
 - Support for instructors breakout sessions

2. Provide and/or arrange for the equipment necessary for plenary sessions as well as the breakout sessions. This will include items such as, but not limited to, rental of AV equipment (screens and power supplies), easel charts, markers, and handouts.
 3. Provide supplies for all symposium attendees. These will include such items as, but not limited to, ID cards for students and instructors, lanyards for the ID cards, book bags, handouts, and pens.
 4. Provide onsite coordination for the actual event. Contractor will use on duty Los Angeles Police Department personnel on an overtime basis for this event.
- N. The POST ICI Program Manager, or designee, will conduct at least one "spot audit" of the Contractor's record keeping processes annually to ensure that the Contractor is dispersing funds according to this Agreement. Contractor agrees that such audits are anticipated and conducted within the scope of this agreement. Contractor will provide proof of paid invoices (e.g., hotel costs, instructor payments, travel, etc.) upon request.
- O. Direct inquiries concerning this program to the Program Managers indicated below:

State Agency: Commission on POST	Contractor: Los Angeles Police Department
Name: Larry Ellsworth	Name: Detective III Amira Smith
Phone: (916) 227-4895	Phone: (323) 223-6959
Email: Larry.Ellsworth@POST.ca.gov	Email: amira.smith@lapd.lacity.org

- P. Direct inquiries concerning the processing of this agreement to:

State Agency: Commission on POST	Contractor: Los Angeles Police Department
Section/Unit: Contracts Unit	Section/Unit:
Attention: Heather Camp	Attention: Detective III Amira Smith
Address: 1601 Alhambra Blvd Sacramento, CA 95816-3937	Address: 1880 N Academy Dr, Los Angeles, CA 90012
Phone (916) 227-3937	Phone: 323) 223-6959
Facsimile: (916) 227-3895	Facsimile:
Email: Heather.Camp@POST.ca.gov	Email: amira.smith@lapd.lacity.org

EXHIBIT A, ATTACHMENT I HOURLY DISTRIBUTIONS

Course: CRIM INV INST CORE COURSE(ICI) - 26000

Presenter: LOS ANGELES POLICE DEPARTMENT (1850)

Day 1

Start	End	Subject
0700	0900	I. INTRODUCTION (COURSE INTRO)
0900	1000	II. INTRODUCTION (PERSONAL STYLE SURVEY)
1000	1200	III. CASE MANAGEMENT & DOCUMENTATION
1200	1300	LUNCH
1300	1600	IV. MANAGING THE CRIME SCENE

Day 2

Start	End	Subject
0700	1100	I. RECOGNIZING IDENTIFYING & HANDLING EVIDENCE
1100	1200	LUNCH
1200	1600	I. RECOGNIZING IDENTIFYING & HANDLING EVIDENCE

Day 3

Start	End	Subject
0700	1100	I. COGNITIVE INTERVIEW
1100	1200	LUNCH
1200	1600	I. COGNITIVE INTERVIEW (PRACTICAL)

Day 4

Start	End	Subject
0700	0900	I. SEARCH & ARREST WARRANTS (APPLICATIONS & DOCUMENTATION)
0900	1100	II. MANAGING INFORMANTS
1100	1200	LUNCH
1200	1400	III. SOURCES OF INFORMATION

Day 5

Start	End	Subject
0700	0900	I. CASE DOCUMENTATION
0900	1100	II. SEARCH & ARREST WARRANTS
1100	1200	LUNCH
1200	1600	II. SEARCH & ARREST WARRANTS

Day 6

Start	End	Subject
0700	1100	I. INTERVIEW & INTERROGATION
1100	1200	LUNCH
1200	1600	II. INTERVIEW & INTERROGATION CONT

Day 7

Start	End	Subject
0700	1100	I. INTERVIEW & INTERROGATION
1100	1200	LUNCH
1200	1600	II. INTERVIEW & INTERROGATION CONT

Day 8

Start	End	Subject
0700	1000	I. SURVEILLANCE TECHNIQUES
1000	1100	LUNCH
1100	1600	II. SURVEILLANCE FIELD EXERCISE

Day 9

Start	End	Subject
0700	1100	I. WARRANT SERVICE PLANNING & TACTICS
1100	1200	LUNCH
1200	1600	III. CASE PREPARATION & COURTROOM TESTIMONY

Day 10

Start	End	Subject
0700	1100	I. CASE PREPARATION & COURTROOM TESTIMONY
1100	1200	LUNCH
1200	1500	I. CASE PREPARATION & COURTROOM TESTIMONY (EXERCISE)
1500	1600	IV. CRITIQUE REVIEW & GRADUATION

Course: SEXUAL ASSAULT INV - 33435
Presenter: LOS ANGELES POLICE DEPARTMENT (1850)

Day 1

Start	End	Subject
0700	0800	Introduction & Overview
0800	1100	Legal Aspects
1100	1200	LUNCH
1200	1400	Legal Aspects -Continued
1400	1600	Medical & Forensic Exam

Day 2

Start	End	Subject
0700	1100	Victim Dynamics & Advocay
1100	1200	LUNCH
1200	1600	Computer Forensics

Day 3

Start	End	Subject
0700	1100	Sexual Offender & Interrogation Techniques
1100	1200	LUNCH
1200	1400	Sexual Offender & Interrogation -Continued
1400	1600	Investigator Wellness

Day 4

Start	End	Subject
0700	1100	Evidence and Crime Scene Activity
1100	1200	LUNCH
1200	1600	Evidence and Crime Scene Activity - Continues

Day 5

Start	End	Subject
0700	1100	Case Managment & Investigative Techniques
1100	1200	LUNCH
1200	1600	Case Management & Investigative Techniques - Continues

Course: GANG INVESTIGATONS (ICI) - 26011**Presenter: LOS ANGELES POLICE DEPARTMENT (1850)****Day 1**

Start	End	Subject
0800	0900	I Welcome and Introduction
0900	1200	II Search Warrants
1200	1300	LUNCH
1300	1600	III. Internet Investigations
1600	1700	IV Introduce and Review Cases

Day 2

Start	End	Subject
0800	1000	V 186.22 Review
1000	1200	VI Prosecution Strategies
1200	1300	LUNCH
1300	1700	VII Search Warrant Practical Exercise
1130	1200	Bloom's Taxonomy

Day 3

Start	End	Subject
0800	1000	VIII Interview and Interrogation
1000	1200	IX Confidential Informants
1200	1300	LUNCH
1300	1500	X Gang Predicate Book
1500	1700	XI Preparation for Gang Testimony Importance of Updating

Day 4

Start	End	Subject
0800	1000	XII Defense Strategies
1000	1100	XIII Search Warrant Feedback
1100	1200	XIV Testifying as an Expert Witness
1200	1300	LUNCH
1300	1700	XV Psychology of Persuasion

Day 5

Start	End	Subject
0800	0900	XVI Prosecutor/ Defense Attorney Perspective
0900	1200	XVII Courtroom Exercise
1200	1300	LUNCH
1300	1630	XVII Courtroom Exercise Continues
1630	1700	XVIII Course Closure

Course: GANG INVESTIGATION, ADV. - 23181

Presenter: LOS ANGELES POLICE DEPARTMENT (1850)

Day 1

Start	End	Subject
0800	0900	Welcome & Introductions
0900	1100	Gang Buy/Walk Operations
1100	1200	Introduce Group Cases
1200	1300	Lunch
1300	1700	Gang Wire Taps

Day 2

Start	End	Subject
0800	1000	Prosecution Strategies
1000	1200	Confidential Information
1200	1300	Lunch
1300	1700	Writing of Wire Taps and In-Class Preparation

Day 3

Start	End	Subject
0800	1000	Gang Sub-Culture
1000	1200	Defense Strategies
1200	1300	Lunch
1300	1700	Wire Tap Presentations by students

Day 4

Start	End	Subject
0800	1200	Testifying Expert Witness
1200	1300	Lunch
1300	1700	Testifying Expert Witness

Day 5

Start	End	Subject
0800	0900	Courtroom Exercise Instructions
0900	1200	Courtroom Exercise
1200	1300	Lunch
1300	1630	Courtroom Exercise (Continued)
1630	1700	Class Critique/ Dismissal

Course: ICI DETECTIVE SYMPOSIUM - 40723
Presenter: LOS ANGELES POLICE DEPARTMENT (1850)

Day 1

Start	End	Subject
1300	1330	I. Overview and Introduction of Detective Symposium
1330	1700	II. Human Behavior in Force Encounters

Day 2

Start	End	Subject
0730	0830	III. A personal Perspective: Resilience of Victims and Survivors
0830	1030	IV. Aaron Bassler Apprehension Operation
1030	1200	V. WorkShop Rotations: Mexican Mafia- Martinez, Forensic Art-Enslow, Mortgage Fraud- Dollar
1030	1200	V. Cont: Related Evid Recovery&Analysis-Quinones, UC Store Front Ops&Lessons Learned- Svardal
1030	1200	V. Continued:High Tech Takeover- Crowley
1200	1300	Lunch
1300	1700	VI. Gabrielle Gifford's Shooting

Day 3

Start	End	Subject
0800	1030	VII. Casey Anthony Investigation
1030	1200	VIII. Workshop Rotations: Occupy Movement-Allison, Coronado Mansion Death Investigation-Nemeth/Tsuida
1030	1200	VIII. Cont: DNA Tech Update- Schubert, Cognitive Interview-Geiselman
1030	1200	VIII. Cont: Social Networking Inv- Meadows/Moore/Parker, Technical Tools for any Inv.-Kennedy/Lyon
1200	1300	Lunch
1300	1430	VIII. Workshop Rotations Continued. Same Information as above sections
1430	1700	IX. Research Tools for Complex Investigation

Day 4

Start	End	Subject
0800	1200	X. Lt. Col. Dave Grossman / Debrief and Closing

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

DIRECT COSTS

A. ICI COURSE ADMINISTRATOR:

The ICI Course Administrator is the on-site course manager and is ultimately responsible for the success or failure of a presentation. ICI Course Administrator are compensated for actual hours worked, at a flat hourly rate of \$70.00 per hour for Core Course administrators and a flat hourly rate of \$65.00 per hour for all other course administrators. LAPD employs on-duty LAPD personnel as course administrators. LAPD will only invoice for those hours which would be considered as overtime in order to compensate the course administrators for overtime when/if required. Overtime would be considered as anything more than 8 hours in one 24 hour period, and/or 40 hours in one work week. Overtime will be paid at the 1 ½ times rate for the hourly compensation listed above. LAPD will not invoice for overtime pay more than would have been the rate of pay for normal compensation of a course administrator (\$70.00 per hour at 40 hours per week = \$2,800.00 per week).

B. ICI COURSE INSTRUCTOR WAGES:

The ICI Course Instructors shall be paid an hourly rate for actual hours worked during regular class hours. ICI courses require different and varying levels of instructors for a professional and effective course delivery. For example, instructors will act as coaches in one-on-one situations during interview and interrogation classes and also during surveillance classes. Other instructors will take actor positions as role players during scenarios.

Instructors acting as role players and/or surveillance/interview and interrogation coaches when not conducting instruction to the entire class are not required to meet the minimum qualifications of an ICI instructor, but must be supervised by the course administrator when conducting role playing or coaching duties.

Instructors will be compensated as follows:

1. Instructors acting as a role player or actor, when not conducting instruction to an entire class, shall receive compensation at a flat hourly rate of \$30.00 per hour.
2. Instructors acting as surveillance and/or interview and interrogation coaches, when not conducting instruction to an entire class, shall receive compensation at a flat hourly rate of \$55.00 per hour.
3. A new Instructor in the ICI who is conducting instruction to an entire class shall receive compensation at a flat hourly rate of \$70.00 per hour.
4. An instructor with more than two years experience in the ICI and who has received documentation of demonstrated outstanding performance will receive compensation at a flat hourly rate of \$80.00 per hour.

NOTE: An instructor who does not meet the experience requirement for higher pay, may be compensated at the \$80.00 per hour rate, based on equivalent experience and/or documented, demonstrated outstanding performance, upon mutual agreement of the contractor and the POST ICI Program Manager.

5. Instructors identified as "lead" instructors by the ICI Program Director in collaboration with the POST ICI Program Manager will receive compensation at \$90.00 per hour.

LAPD employs on-duty LAPD personnel as instructors. LAPD will only invoice for those hours which would be considered as overtime in order to compensate the instructors for overtime when/if required. Overtime would be considered as anything more than 8 hours in one 24 hour period, and/or 40 hours in one work week. Overtime will be paid at the 1 ½ times rate for the hourly compensation listed above. LAPD will not invoice for overtime pay more than would have been the rate of pay for normal compensation of an instructor.

Instructor wages are determined pursuant to the payment rate schedule shown above as determined by POST and supplied to the Contractor. Instructors are to be compensated for the actual time spent instructing. The payment rates shown in Exhibit B, attachment I, may change based on actual hours worked; however, the total annual amount of accumulated compensation for Instructor Wages shall not exceed \$39,000.00.

C. ICI PROGRAM COORDINATION:

Core Course: Due to the complexity of the Core Course, the Contractor shall be compensated at an hourly rate of \$80.00 per hour for actual hours worked, up to a maximum of 40 hours per core course presentation.

For all other courses as outlined herein, program coordination shall be paid to the Contractor at a flat fee of \$55.00 per day of actual course days (partial days must be four (4) hours), up to a maximum of \$440.00.

D. LOGISTICAL SUPPORT:

Contractor shall be paid an hourly rate of \$15.00 for actual hours worked providing logistical support. For courses less than 76 hours in length, Contractor shall receive the stipulated rate up to a maximum of the hours in the course. For courses 76 hours and greater, Contractor shall be paid an hourly rate of \$15.00 for actual hours worked up to a maximum of 100 hours.

E. EQUIPMENT:

Contractor shall be reimbursed for actual expenditures for purchased equipment related to the ICI course presentations. All purchases are subject to the conditions cited in Exhibit A, Exhibit E and Exhibit F.

F. SUPPLIES AND MATERIALS:

Contractor may purchase classroom supplies for course presentations as described in Exhibit A, item K. Contractor shall invoice for actual costs of classroom supplies and materials. Receipts shall accompany all invoices for any supplies/materials purchased.

G. TRAVEL AND PER DIEM:

Travel and per diem expenditures are subject to, and shall not exceed, rates set by CalHr as cited in Exhibit D.

The ICI Program Director and instructors shall receive reimbursement for travel and per diem related to on-site course coordination, presentations of their class and/or any special meetings required of the ICI Program Director.

H. INDIRECT COSTS:

Contractor shall receive indirect contract costs calculated at 15% of actual direct costs incurred.

I. FACILITIES:

Course Locations: Contractor may invoice for actual expenses related to the classroom facility including rental costs of hotel meeting rooms, setup, and AV needs.

Meeting rooms: Contractor may invoice for actual expenses related to meeting rooms used for classrooms, including rental costs, setup, and AV needs.

NOTE: Refer to the Course Budget Summary marked Exhibit B, Attachment 1 for line item budget amounts.

2. INVOICING AND PAYMENT

- A. The total amount POST may pay the Contractor under this Agreement for services satisfactorily rendered, and upon receipt and approval of the invoices, shall not exceed the contract amount of **\$388,180.67** as set forth in this Exhibit.
- B. All costs indicated herein are fixed rates. Totals may change based on actual instruction hours, and may vary only based upon travel expenses, actual purchases of materials/supplies and indirect cost percentage
- C. POST agrees to compensate the Contractor for actual expenditures of equipment purchases made for the purposes of fulfilling the needs of the course. Contractor will submit invoices of each equipment purchase made in accordance with Exhibits E and F.
- D. Instructors, course administrators, program coordination, and instructor coaches shall submit invoices detailing work, course dates, hours worked, not to exceed the length of the course for reimbursement.
- E. Contractor shall submit itemized invoice of actual expenditures with indirect calculation shown for reimbursement.
- F. Upon completion of each presentation, Contractor agrees to submit the following (*when applicable*) before payment will be authorized:
 - Agreement Number
 - Course Title
 - Number of in-class hours worked
 - Dates worked
 - Authorized allowable hourly rate (if applicable)
 - Itemized invoices for equipment purchased
 - Course Roster (for courses delivered)
 - Travel receipts as required per CalHR requirements

Invoices shall be submitted in triplicate not more frequently than monthly in arrears to:

Commission on POST
Training Program Services - Contract Accounting
1601 Alhambra Boulevard
Sacramento, CA 95816-7083

3. 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

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

EXHIBIT B, ATTACHMENT I
Estimated Budget Expenditures Per Course

Criminal Inv Inst Core Course ICI 80 hrs

Estimated number of presentations 4 x \$31,095.75 = \$124,383.00

Gang Investigations 40 hours

Estimated number of presentations 3 x \$11,286.98 = \$33,860.94

Sexual Assault Inv 40 hours

Estimated number of presentations 3 x \$10,584.75 = \$31,754.25

Gang Investigations, ADV 40 hours

Estimated number of presentations = 1 x \$9,384.75 = \$9,384.75

ICI Detective Symposium

Estimated number of presentations 1 x \$177,000.00 = \$177,000.00

Equipment

Equipment \$11,797.73 = \$11,797.73

ICI Estimated Contract Total**\$ 388,180.67**

The frequency and total number of times each course will be presented shall be determined by mutual agreement of the POST ICI Program Manager and Contractor based upon the demonstrated need of law enforcement personnel employed with POST-certified reimbursable agencies to meet the goal of this agreement.

EXHIBIT B, ATTACHMENT I
Los Angeles Police Department – ICI Program
Fiscal Year 2013 – 14 Budget
Budget Detail

FY 13-14 Budget Detail for ICI Program Courses			
Deliverable	Subtotals	#	Total
1. Crim Inv Inst Core Course (ICI) local 80 hrs			
* Program Coordination	\$3,200.00		
* Course Administrator	5,180.00		
* Instruction	4,300.00		
* Logistical support	1,500.00		
* Travel (air, per diem, mileage, parking)	2,800.00		
Supplies/Materials	3,993.75		
Facilities (includes internet, A/V equipment)	9,300.00		
Indirect Costs @ 15%	2,322.00		
	31,095.75	X 4	124,383.00
2. Sexual Assault Inv 40 hrs			
* Program Coordination	\$220.00		
* Course Administrator	2,220.00		
* Instruction	1,500.00		
* Logistical Support	600.00		
* Travel (air, per diem, mileage, parking)	925.00		
Supplies/Materials	2,300.00		
Facilities (includes internet, A/V equipment)	2,000.00		
Indirect Costs @ 15%	819.75		
	10,584.75	X 3	\$31,754.25
3. Gang Investigations (ICI) 40 hrs			
* Program Coordination/Management	\$220.00		
* Course Administrator	2,220.00		
* Instruction	3,600.00		
* Logistical Support	600.00		
* Travel (air, per diem, mileage, parking)	804.20		
Supplies/Materials	1,225.00		
Facilities (includes internet, A/V equipment)	1,500.00		
Indirect Costs @ 15%	1116.78		
	11,286.98	X 3	33,860.94

4. Gang Investigations, Adv 40 hrs			
* Program Coordination/Management	\$220.00		
* Course Administrator	2,220.00		
* Instruction	1,500.00		
* Logistical Support	600.00		
* Travel (air, per diem, mileage, parking)	925.00		
Supplies/Materials	1,600.00		
Facilities (includes internet, A/V equipment)	1,500.00		
Indirect Costs @ 15%	819.75		
	9,384.75	X 1	9,384.75
5. ICI Detective Symposium			
* Site Coordination	12,250.00		
* Plenary Sessions/Repeated Workshops	5,000.00		
* Logistical Support	3,000.00		
* Travel (air, per diem, mileage, parking)	7,500.00		
Supplies/Materials	24,750.00		
Facilities (includes internet, A/V equipment)	120,337.50		
Indirect Costs @ 15%	4,162.50		
	177,000.00	X 1	\$177,000.00
13. Equipment			
* Equipment	\$11,797.73		
	\$11,797.73	1	\$11,797.73
Grand Total FY 12/13			\$388,180.67

**EXHIBIT D
(Standard Agreement)**

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/decrease of funds, or by mutual written consent by the parties hereto.

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

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 www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm

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 representative 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).

EXHIBIT E
(Standard Agreement)

CONDITIONS FOR EQUIPMENT PURCHASED

1. The equipment purchased under this contract will be used specifically for work in connection with the POST ICI Course and may be used for other POST certified courses conducted by the contractor.
2. Contractor shall be responsible for the repair of any damage, necessary maintenance, or replacement for any lost or stolen items during the life of the equipment. Failure to do so will result in the cost of same being charged to Contractor or deducted from any then current agreement between POST and Contractor, at POST's option.
3. Upon receipt of the equipment, Contractor shall forward to the POST Contracts Officer, a copy of the invoice, which shall include make, model, and serial number of all purchased items. Upon receipt of the itemized list of equipment purchased, POST will forward State property tags to be affixed to each piece of equipment. The items will then be inventoried by providing all information requested in the Inventory of Equipment Purchased provided below.
4. The inventory record of each piece of such equipment shall include the description and model identification, serial number, total cost, date acquired, State ID tag # (supplied by POST), and any other information or description necessary to identify said equipment. Contractor shall provide the itemized inventory listing with the physical location of each item to the POST Business Services Officer. This list will be maintained in the contract file. This list will be audited on a yearly basis, in June, until the useful life of this equipment has expired. The useful life of this equipment shall be five (5) years.
5. Contractor must continue to use this equipment for work in connection with the POST ICI and other POST certified courses conducted by the Contractor, should future contracts be entered into between POST and Contractor. The title of the equipment purchased under this contract vests with the State.
6. Should future contracts **not** be entered into prior to the expected five-year life of the equipment, the equipment shall, be immediately returned to POST at the Contractor's expense.

EXHIBIT F
(Standard Agreement)

INVENTORY OF EQUIPMENT PURCHASED

DESCRIPTION AND MODEL NO.	SERIAL NUMBER	COST	DATE RECEIVED	POST STATE ID TAG
(5) Apple MACBOOK Pro 13.3 "		\$8,077.00		
(5) Microsoft Windows for MAC		\$1,399.95		
(5) MAC to HDMI Adaptor		\$249.95		
(2) Apple IPAD, 16 GB		\$998.00		
(2) IPAD Keyfolio Case		\$127.98		
(7) CA Waste/Recycling Fee (7@\$6.00)		\$42.00		
Tax and Shipping		\$902.85		
Total		\$11,797.73		

By signing below, Contractor certifies that the above listed equipment is located at this facility and was purchased in accordance with the contract terms herein and is being utilized for the aforementioned named program(s) under the terms of this agreement.

Contractor's Signature

Date

Los Angeles Police Department
Department

Telephone No.

Please return to:

Heather Camp, Contracts Officer
Commission on Peace Officer Standards and Training
1601 Alhambra Boulevard
Sacramento, CA 95816-7083