



County of Santa Cruz 0065

Sheriff-Coroner

701 Ocean Street, Suite 340, Santa Cruz, CA 95060
(831) 4542985 FAX: (831) 454-2353

Mark Tracy
Sheriff-Coroner

April 20, 2001

AGENDA: May 8, 2001

Board of Supervisors
County of Santa Cruz
701 Ocean Street, Room 500
Santa Cruz, CA 95060

**RE: AGREEMENT WITH THOMAS AND MEANS, L.L.P., TO PROVIDE LAW
ENFORCEMENT TRAINING SEMINARS**

Members of the Board:

As your Board is aware, the Sheriff's Office conducts on-going **State** mandated peace officer training classes in accordance with regulations developed by the California Commission on Peace Officer Standards and Training (POST). The training sessions developed have focused on skills development, special issues, safety and computer applications. The purpose of this letter is to request approval of an agreement with Thomas and Means, L.L.P., Law Enforcement Seminars, Publications and Professional Services, to provide training on the relevant topics of "Law Enforcement Supervision and Management" and "Applied Ethics in Law Enforcement."

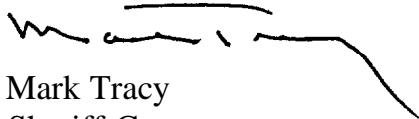
Thomas and Means, L.L.P., specialize in law enforcement seminars, publications and professional services. They are partners in a law firm that specializes entirely in police operations and administration. They have provided law enforcement training in 45 states and specialized in-house training for hundreds of law enforcement agencies. Thomas and Means are nationally renown experts in the field of law enforcement training. This leadership seminar will be attended by Sheriff Mark Tracy, Chief Deputies, Deputies, and civilian staff supervisors.

After reviewing our training needs, the Sheriff's Office contacted Thomas and Means to provide two seminars. The first seminar to be provided is on the topic of "Law Enforcement Supervision and Management." The second seminar to be provided is on the topic of "Applied Ethics in Law Enforcement." The cost of each seminar is \$4,000. The total cost for the two seminars will be \$8,000. There will be approximately 80 people receiving this important training. The estimated cost per student is \$100 for the two seminars. The Sheriff's Office budget currently

contains appropriations in this fiscal year to provide for this type of specialized training.

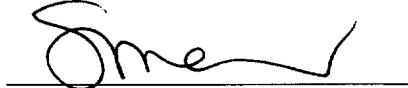
IT IS THEREFORE RECOMMENDED that your Board approve an independent contractor agreement with Thomas and Means, L.L.P., to provide law enforcement training seminars on the topics of "Law Enforcement Supervision and Management" and "Applied Ethics in Law Enforcement" and authorize the Sheriff-Coroner to sign the agreement on behalf of the County.

Sincerely,



Mark Tracy
Sheriff-Coroner

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: Sheriff-Coroner
Auditor-Controller

MT:HH

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0067

Vendor 114342

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Sheriff-Coroner
W. T. Means (Signature) 4-20-01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the Santa Cruz County Sheriff-Coroner (Agency)
and, Thomas and Means, LLP, P.O. Box 2039, Huntersville, NC 28070 (Name & Address)
- The agreement will provide training for the Sheriff's Office on law enforcement supervision and management and applied ethics in law enforcement.
- The agreement is needed because the county cannot provide this service
- Period of the agreement is from 5/31/01 to 6/5/01
- Anticipated cost is \$ 8,000.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks:
- Appropriations are budgeted in 661100 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are not available and will be encumbered. Contract No. 02401 Date 4-26-01

GARY A. KNUTSON, Auditor - Controller

By P. Silbaugh Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve agreement and authorize the Sheriff's Office to execute the same on behalf of the County of Santa Cruz (Agency).

Remarks:

By CHH County Administrative Officer Date 4/27/01

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

4DM - 29 (6/95)

State of California)
County of Santa Cruz) ss

I, _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on _____

By _____ Deputy Clerk

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Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 17th day of April 20 01
by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and
Thomas and Means, L.L.P., Law Enforcement Seminars, Publications and Pro-
fessional Services, P.O. Box 530688, Henderson, NV 89053-0688, hereinafter
called CONTRACTOR. The parties agree as follows: } Main office: P.O. Box 2039 Huntersville, NC 28070 RBH

1. DUTIES. CONTRACTOR agrees to exercise special skill to accom-
plish the following result: Present two, two day seminars with eight hours
of instruction each day. The first two day seminar will be presented on
May 31, 2001 and June 1, 2001, and the second two day seminar will be pre-
sented on June 4, 2001 and June 5, 2001. The topic of each seminar will be
"Law Enforcement Supervision and Management", "Applied Ethics in Law En-
forcement". (Refer to attachment #1)

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said
result, COUNTY agrees to pay CONTRACTOR as follows: The cost for each two
day seminar is \$4,000. Total cost is \$8,000.

3. TERM term of this contract shall be:
May 31, 2001 through June 5, 2001.

4. EARLY TERMINATION. Either party hereto may terminate this con-
tract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR
shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the
purpose of paragraphs 5 and 6 shall include, without limitation, its offi-
cers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs,
or liability of any kind or nature which COUNTY may sustain or incur or
which may be imposed upon it for injury to or death of persons, or damage
to property as a result of, arising out of, or in any manner connected with
the CONTRACTOR'S performance under the terms of this Agreement, excepting
any liability arising out of the sole negligence of the COUNTY. Such in-
demnification includes any damage to the person(s), or property(ies) of
CONTRACTOR and third persons.

B. Any and all Federal State and Local taxes charges fees or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here BM / W.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutory required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here BM.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here BM / W.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$_____ combined single limit. This insurance coverage shall not be required if both the CONTRACTOR AND COUNTY acknowledge to this fact by initialing here W / BM. Reagle

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR

agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

The Sheriff's Office waives the above provision and replaces it with Attachment "B," Insurance Representations by Contractor.

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:
The Sheriff's Office waives the above provision and replaces it with Attachment "B," Insurance Representations by Contractor.

(Department should fill in the full name/title and address of the person/ position responsible for the Agreement)."

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County Sheriff's Office, 701 Ocean Street,
Room 340, Santa Cruz, CA 95060 ATT: Fiscal Unit

(Department should fill in the full name/title and address of the person/ position responsible for the Agreement).

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/ Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with **Minority-Women/Disabled** Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

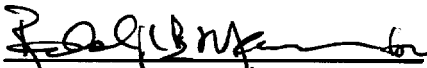
12. **ATTACHMENTS.** This Agreement includes the following attachments (identify by name or write "NONE"):

Attachments "A," "B," "1" and "2." Ammendment of automobile liability insurance requirement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: 


By: _____

Address: Thomas + Means, LLP
PO Box 2039

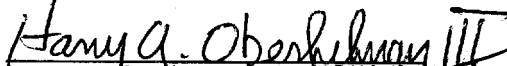
HUNTERSVILLE, NC 28070

Telephone: (704) 948-5608 (OR, TO REACH RANDALPH MEANS AT HIS PERSONAL OFFICE, 702-456-3705)

2. APPROVED AS TO INSURANCE:

By:  4-23-2001
Risk Management

3. APPROVED AS TO FORM:

By: 
County Counsel 4/23/01

DISTRIBUTION: County Administrative Office
Auditor-Controller
Risk Management

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. _____ dated _____,
by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and
(hereinafter called CONTRACTOR) is amended to read as follows:

Wot / Bu Reduction in Reauirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000.00) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000.00 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective _____ date

COUNTY OF SANTA CRUZ

By: [Signature]
CONTRACTOR

By: [Signature]

Attachment A

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____, dated _____,
by and between County of Santa Cruz (hereinafter called COUNTY) and
_____ (hereinafter called
CONTRACTOR) is amended to read as follows:

Wot / RBM 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirement of said Agreement by waiving same.

Wot / RBM . Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved, or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

Wot / RBM 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows:

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective _____

By: [Signature]
CONTRACTOR

date _____
COUNTY OF SANTA CRUZ
By: [Signature]

Attachment B

9/92

Contract No. _____
INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(3), (4) and (5), respectively of the above Agreement, shall be deemed achieved.

Wet / RM Additional Insured [6B(2)] CONTRACTOR represents that as to the following required insurance coverage(s):

Auto Liability

it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

/s/ [Signature] Notary Public and Commissioner [CB(3)] presents that as to the following required insurance coverage(s):

Auto Liability

it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Sub-paragraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

 / Certificate of Insurance [6B(4)] CONTRACTOR represents that
as to the following required insurance coverage(s):

Not Applicable

it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective May 31, 2001.

date

COUNTY OF SANTA CRUZ

By [Signature]
CONTRACTOR

By: W. A. R.

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ATTACHMENT NO.1

LAW ENFORCEMENT SUPERVISION & MANAGEMENT:

**Legal and Practical
Considerations**

**Presented for the
Santa Cruz County Sheriff's Office**

**By:
Randolph B. Means
Thomas & Means, LLP
Charlotte, North Carolina
704.948.5608**

and

**Las Vegas, Nevada
702.450.3705
rbmeans@aol.com**

ATTACHMENT NO. 1

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<p>"Fitness far Duty" Applied Ethics in Law Enforcement</p>

Introduction**The National Concern over Police Ethics****Rampart, Racial Profiling, U. S. Supreme Court Developments ...****The Obligation of Honesty and Integrity****Truthfulness - Lack of Bias - Obedience to Law****Mandatory Disclosure of Officer Integrity Problems****Keeping Faith with the Oath of Office****Federal Constitutional Obligations****The Legal Ethics of Field Law Enforcement****Minimizing Injury and Death: the Ethics of Force and Vehicle Operation****Legal Standards under Federal and State Law****Managing Force Escalations****A Balanced Approach to High Speed Vehicle Operation****Respect for Human Dignity****Human Relations and Interpersonal Communication****Creating Needed Relationship to the Community and its Members****The Obligation of Physical Preparedness: Physical Fitness and Ethics****Delivery of Emergency Service/Assistance****How Much is Enough?****Maintaining Duty and Honor Values****"Getting Emotional"****Affirmations of Faith****Intervention in Unethical Behavior of Others****Summary and Conclusion**

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I. Introduction and General Discussions

A. Goals and Strategies

1. Maximize Effectiveness

Primary Strategy:

2. Avoid Lawsuits (AOC)

Primary Strategy:

3. Win Lawsuits (AOC)

Primary Strategy:

B. Theories and Dynamics of Police Liability: Understanding the Battlefield

1. Section 1983

2. Individual Liability and Qualified Immunity

3. Entity Liability and "Monell"

4. Plaintiffs plan to Divide and Conquer

5. Attorneys Fees/Settlement Philosophy

C. The Role of Line Behavior in Goal Attainment

1. Line behaviors (decisions and actions) account for ()% of our effectiveness and ()% of our liability.

2. Point: If supervisors and managers aren't having a substantial effect

0080

on actual line behavior, we're not in the main game. JOB ONE;

Managing Line Behavior.

D. The Matter of Discipline

1. ()% of our officers will do as we want them to if we give them a crystal clear picture of what that is.

2. Point: The key to effective discipline is to provide officers with a crystal clear picture of desired/required behavior(s),

E. The Relationship Between Internal Communication and Discipline

1. The First Tier of Discipline:

"I will do it because I agree with it."

[note: this tier depends for its success on the quality of our position and explanation]

2. The Second Tier of Discipline:

"I don't agree with it, but I will do it as a matter of duty and honor."

[note; this tier depends for its success on our ability to hire for, instill, and maintain ethics and values]

3. The Third Tier of Discipline:

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"I don't agree with it and don't see it as a matter of duty or honor but I will do it because, if I don't, I will be caught and punished."

[note: this tier depends for its success on our record of catching and punishing rule violators, and making it stick]

4. Main Point: All disciplinary efforts, proactive and reactive, depend for their success on clarity and recency of guidance.

"I can't do what you Want me to if I don't know what that is,"

Thought: "As X approaches insubordination, Y approaches fairness."

II. Goal Attainment and Clarity

A. Case Studies: Internal Communications and Effectiveness

1. Patrol Officer arrests rape suspect and gives him a field Miranda.
2. Investigator gives Miranda warnings to a suspect who is not in custody but is going to be interrogated.

B. Case Studies: Internal Communications and Liability

1. Officer drives 76 mph in a 45 mph zone on a non-controlled access suburban roadway-in response to an emergency call for service.
2. Officer drives 85 mph in a 45 mph zone on a non-controlled access suburban roadway in order to overtake and apprehend a speeder going 65 mph on that same road.
3. Officer forces a non-consensual warrantless entry into a home in order to:

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- a). suppress loud music late at night
- b). put a stop to underage drinking
- c). prevent the destruction of evidence - a marijuana cigarette
- d). check welfare of wife in a 911 hang-up, possible domestic violence situation
- e). check welfare of elderly person who doesn't respond to door knocks or phone calls and is "out of pattern"

4. Male employees use vulgar, profane, sexually explicit language in presence of female employees, who are offended.

C. Case Studies: Internal Communications and Contempt of Cop

1. "Suspicious" pedestrian.,,

- a). refuses to stop at request (then demand) of officer
- b). refuses to "explain himself" to officer
- c). refuses to produce identification upon request (then demand) of officer
- d). becomes rude and surly toward officer, then calls the officer vulgar and profane names

2. Occupants of "suspicious" vehicle parked in an apartment complex parking lot refuse to even talk to the arriving police officer.

3. Revelers at an extremely loud late-night party refuse to come to door for police but do muster the energy to "flip off" the officers through an un-curtained living room window.

III. Problems Creating Clear Pictures of Desired/Required Behaviors

A. Multiple Sources Of Guidance: the “Big Ten”

- 1. Policy**
- 2. Training**
- 3. Supervisors**
- 4. Informal Communications from Managers and Administrators**
- 5. Disciplinary Actions**
- 6. Judges**
- 7. Prosecutors**
- 8. State and Municipal Attorneys**
- 9. Peers (and Peer Pressure)**
- 10. Reading Materials**

B. Inconsistency and Conflict Among/Between Single Source(s) of Guidance

(See “A” immediately above, and reconsider the “Big Ten”)

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IV. Solutions: Crystal Clear, Consistent, Correct Guidance - Consistently Enforced

A. Policy

1. Who's in charge here? What's our position?
2. Must officers adhere?
3. Policy on what? Prioritizing
4. How much detail? Where's the detail?
5. Consistency with goals
6. Methods of dissemination/implementation
7. Identifying and assuring "critical knowledge"

8. Other Internal Sources

1. Emanation from single source
2. Re-training of supervisors
3. Use of audio/video tapes/CBT
4. Publication and explanation of disciplinary actions
5. Supervisory emphasis and accountability
6. Cross-training and quality of instructors
7. Testing and documentation

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C. The Bottom Line

1. Agency-wide baseline competency testing system
2. 100% competency requirement on “critical knowledge”
3. Designing a testing system
4. Multiple uses of test bank

V. Summary and conclusion

A. Quality of Guidance and Explanation(Selling)

B. Values and Ethics (Selling)

C. Awareness of Consequences (Selling)