



PERSONNEL UTILIZATION STUDY CITY OF SPARKS, NEVADA

THIS CONTRACT made and entered into on this 22nd day of October, 2012, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **Police Executive Research Forum**, a qualified consultant in the class of work required, hereinafter called "Consultant".

WITNESETH

WHEREAS, the City desires to engage Consultant in the performance of providing Professional Services which are more fully described in Consultant's Proposal dated **September 21, 2012**, attached hereto and incorporated herein by reference. (Hereinafter referenced to as "Proposal");

WHEREAS, Consultant's legal status is an Independent Contractor and Consultant is in good standing in the State of Nevada;

WHEREAS, Consultant desires to perform the Program under the terms and conditions set forth herein;

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

The scope of work for this contract is generally defined as **Personnel Utilization Study**. The City's Contract Documents and Consultant's Entire Proposal are on file with the City of Sparks and may be located within "Attachment A." All terms, conditions and requirements contained in these Documents, including any and all addenda issued by the City, are hereby incorporated into this Contract. The work scope will include, but not be limited to the tasks outlined in Attachment A.

The Consultant shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to complete all of the work covered by the Contract in connection with strict accordance with the plans, specifications or proposals, which were approved by said City and are on file with the City, including any and all addenda issued by the City, and with the other contract documents hereinafter enumerated. Consultant will have the right to control or direct the manner and the order in which it provides the services contemplated under this Agreement.

Consultant represents and warrants that Consultant is engaged in an independent calling and has complied and will continue to comply with all local, state and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services to be performed under this Agreement.

Consultant understands that the services it has been retained to perform may be dangerous or may entail a peculiar unreasonable risk of harm to others unless special precautions are taken and Consultant agrees to exercise reasonable care to take such precautions.





2. Payment for Project Services

As full consideration for the Professional Services to be performed by Consultant, City agrees to pay Consultant as set forth in accordance with the Fee Schedule set forth in the proposal and not to exceed fee of **\$49,000.00** for the project. The City will not hire or directly compensate the Consultant's employees, assistants or subcontractors, if any. It is expressly understood and agreed that all work done by Consultant shall be subject to review as to its result by the City at the City's discretion. Payment of any invoice shall not be taken to mean that the City is satisfied with Consultant's services to the date of payment and shall not forfeit City's right to require the correction of any service deficiencies.

3. Term

This Agreement shall become effective upon contract execution and will continue in effect until

 \square MO/DY/YR, or

The Project is completed (Approximately _____), or unless earlier terminated as provided herein.

4. Time Devoted to Work:

In performing the services contemplated under this Agreement, the services and the hours Consultant is to work on any given day will be on a mutually agreed upon basis, except for attendance at scheduled meetings, and City will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

City understands that Consultant is engaged in the same or similar activities for others and that City may not be Consultant's sole client or customer. However, Consultant represents and warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or be inconsistent with the services to be performed under this Agreement.

5. No Unfair Employment Practices:

In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, disability or age. Any violation of these provisions by Consultant shall constitute a material breach of this contract.

6. No Illegal Harassment:

Violation of the City's harassment policy, which is incorporated by reference and available from the Human Resources Division, by the Consultant, its officers, employees, agents, consultants, subcontractors and anyone for whom it is legally liable, while performing or failing to perform Consultant's duties under this Contract shall be considered a material breach of this contract.

7. Lawful Performance:

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

8. Status of Consultant:

It is the intent of the parties that Consultant shall be considered an independent contractor and that



Consultant, and anyone else for whom it is legally liable, shall not be considered employees, servants or agents of the City for any purpose. Furthermore, this Agreement shall not be construed to create a partnership or joint venture between the Consultant and the City.

Neither Consultant nor any of its employees or contractors shall be eligible to participate in City's industrial insurance, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by City for its employees.

Consultant agrees that it shall be Consultant's exclusive responsibility to pay all federal, state, or local payroll, social security, disability, industrial insurance, self-employment insurance, income and other taxes and assessments related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state or federal income taxes will be withheld from payments to Consultant. Consultant shall at Consultant's expense pay and be fully liable and responsible for, and indemnity and hold harmless City from, any assessments, fines or penalties relating to Consultant's failure to uphold any of these responsibilities.

9. City Ownership of Proprietary Information:

All reports, drawings, plans, specifications, and other documents prepared by Consultant as products of service under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by Consultant in a timely manner upon completion, termination or cancellation of this Agreement. Consultant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Consultant's obligations under this Agreement without the prior written consent of the City.

10. Public Records:

Consultant understands that City is subject to the provisions of NRS 239.010. As such, the City may have the duty to disclose the Consultant's reports or recommendations.

11. Insurance:

Consultant shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation (if applicable) prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

CONSULTANT'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE, IN ADVANCE OF RFP, BID OR QUOTE SUBMITTAL, THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF ANY CONSULTANT FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT CONSULTANT MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Consultant or any Sub-Contractor of the Consultant by the City. Consultant agrees, as a precondition to the performance



of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Consultant that Consultant shall procure, pay for, and maintain the above mentioned industrial insurance coverage at Consultant's sole cost and expense. Should Consultant be self-funded for Industrial Insurance, Consultant shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain coverage and limits no less than:

- 1. General Liability: \$1,000,000 (or amount customarily carried by Consultant, whichever is greater) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
- 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
- 3. Workers' Compensation: Consultant shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.
- 4. Consultant Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase Consultant's insurance levels to meet minimum contract limits shall be borne by the Consultant at no cost to the City.

Consultant will maintain Consultant liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that Consultant goes out of business during the term of this Agreement or the three (3) year period described above, Consultant shall purchase Extended Reporting Coverage for claims arising out of Consultant's negligent acts, errors and omissions committed during the term of the Consultant Liability Policy.

Should City and Consultant agree that higher Consultant Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by City. City retains the option to purchase project insurance through Consultant's insurer or its own source.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. General Liability and Automobile Liability Coverages
 - a. City, its officers, agents, employees, and volunteers are to be included as insureds in



respects to damages and defense arising from: activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers.

- b. Consultant's insurance coverage shall be Primary insurance as it relates to City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.
- d. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONSULTANT or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Consultant and insurance carrier. City reserves the right to require that Consultant's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

Consultant shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insure to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by City before work commences.

The City reserves the right to require complete certified copies of all required insurance policies at any time. Consultant must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. <u>Certificate of Insurance</u>. Consultant must provide a Certificate of Insurance form to THE CITY OF SPARKS to evidence the insurance policies and coverage required of Consultant.
- **B.** <u>Additional Insured Endorsements</u>. An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City, by attachment to the Certificate of Insurance, to evidence the endorsement of THE CITY OF SPARKS as additional



insured.

- C. <u>Policy Cancellation Endorsement</u>. Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.
- D. Bonds (as Applicable). Bonds as required and/or defined in the original bid documents.

SUBCONTRACTORS

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

- A. Consultant shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Consultant, any SubConsultant, or anyone employed, directed, or supervised by Consultant.
- B. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any SubConsultants under it.
- C. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
 - 1. Purchase such insurance to cover any risk for which City may be liable through the operations of Consultant under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - 2. Order Consultant to stop work under this Agreement and/or withhold any payments which become due Consultant here under until Consultant demonstrates compliance with the requirements hereof; or,
 - 3. Terminate the Agreement.

12. Indemnity:

Consultant agrees to defend, indemnify and hold harmless the City, and the employees, officers and agents of the City from any liabilities, damages, losses, claim, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or employees or agents of the Consultant in the performance of the contract. If the insurer by which the Consultant is insured against professional liability does not so defend the City and the employees, officers and agents of the City and the employees, officers and agents of the City and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.





Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

13. Material Breach of Contract:

In the event Consultant fails to deliver the product and services as contracted for herein, to the satisfaction of the City of Sparks or otherwise fails to perform any provisions of this Contract, the City, after providing five (5) days written notice and consultant's failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Consultant. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

14. Termination:

The City may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Consultant from damages owed to the City, or seek other remedy including action against all bonds. The Consultant may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

Not withstanding the preceding paragraph, the City may immediately terminate the Agreement, and Consultant waives any and all claim(s) for damages, upon the Consultant's receipt of notice under the following conditions:

- a) If funding is not obtained, continued, or budgeted at levels sufficient to allow for purchase of the services contemplated under this Agreement per Section 23 of this Agreement;
- b) If any federal, state or local law, including but not limited to, statutes, regulations, ordinances and resolutions, is interpreted by a third party judicial, legislative or administrative authority in such a way that the services contemplated under this Agreement are no longer authorized for purchase or appropriate for City financial participation;
- c) If Consultant fails to comply with any local, state or federal law regarding business permits and licenses required to perform the services to be performed under this Agreement or
- d) If it is found that any quid pro quo or gratuities were offered or given by the Consultant to any officer or employee of the City with a view towards securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performance of this Agreement.

The indemnity and conflict resolution obligations of this Agreement shall survive the termination of this Agreement and shall be binding upon the parties' and the parties' legal representatives, heirs, successors and assigns.

The City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Consultant. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.





15. Licenses and Permits:

The Consultant shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

All consultants doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

16. Drafting Presumption:

The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the City as the drafter of the Agreement.

17. Governing Law:

The laws of the State of Nevada shall govern this Agreement without regard to conflicts of law principles.

18. Jurisdiction and Venue:

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against either of the parties in the courts of the State of Nevada, County of Washoe. Each of the parties consents to the jurisdiction of the court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein.

19. Claims:

Pursuant to NRS 268.020, which the parties agree to abide by contractually, all demands and accounts against the City must be presented to the Council, in writing, within six (6) months from the time the demands or accounts become due. No demand or account may be audited, considered, allowed or paid by the City unless this requirement is strictly complied with.

20. Assignment:

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Consultant shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

21. Notices:

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

CITY OF SPARKS - PURCHASING DIVISION 431 PRATER WAY

Craig Fraser Police Executive Research Forum



PO BOX 857 SPARKS, NV 89432-0857 1120 Connecticut Ave., NW Washington, DC 20036

22. Entire Contract:

This Contract and all associated documents associated by reference constitute the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

23. Waiver:

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

24. Annual Appropriation of Funds:

Multi-year contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds. Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract by lack of appropriation shall be without penalty.

25. Severability:

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

26. Headings:

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision hereof.

27. Singular Includes the Plural; Gender; Title Reference:

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.

The use of the title "Bidder", "Vendor", "Contractor" or "Consultant" within this contract or associated bid documents shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is contracting for the service or product referenced within this contract.



28. Execution:

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.

IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

By: _____

(Title)

APPROVED AS TO FORM

ATTEST:

City Attorney

Linda Patterson, City Clerk

CITY OF SPARKS, NEVADA

A Municipal Corporation

By:_____

Geno R. Martini, Mayor



Attachment A

Scope and pricing per proposal offered by Police Executive Research Forum, dated September 21, 2012 (attached).

PERSONNEL UTILIZATION STUDY FOR THE SPARKS, NV POLICE DEPARTMENT

September 2012



1120 Connecticut Avenue, NW Suite 930 Washington, DC 20036 Contact: Craig Fraser, Ph.D. Phone: 202-466-7820



Chuck Wexler *Executive Director*

September 21, 2012

Chief Steve Keefer **City of Sparks Police Department** 1701 East Prater Way Sparks, Nevada 89434

Re: Executive Summary, Personnel Utilization Study

On behalf of the Management Services Team of the Police Executive Research Forum (PERF), I am pleased to present this proposal to conduct a personnel utilization study of the Sparks Police Department. PERF's Management Services Team has completed over 250 studies and evaluations of state, county, local and campus police departments, sheriff's offices, and federal law enforcement agencies, both within the United States and internationally. A significant portion of these evaluations have included thorough analyses of departmental staffing. In fact, our staffing model (detailed in the Program/Scope of Services section) is regarded as a "best practice" in the field, as evidenced by the Management Services Team continually being sought out to conduct staffing studies similar to this proposed undertaking.

Furthermore, each principal member of our team has honed specific skills and amassed considerable knowledge *because we all have been upper-level managers in progressive police departments*. And because our membership consists of police chiefs and sheriffs from America's larger jurisdictions, we are adequately situated to provide the benchmarking services requested in the proposal. Our membership of progressive police professionals enables us to obtain unparalleled cooperation and assistance from law enforcement agencies similar to the Sparks Police Department.

Simply put, there is no other organization that offers its clients the experience we do. We deliver a work product whose value extends long after the original project has ended.

PERF, almost 35 years old, exists to improve the delivery of police services and the effectiveness of crime control. We are a private, non-profit 501 (c) (3) membership organization with our members and staff dedicated to exercising strong national leadership and public debate on police and criminal justice issues. We perform police research and policy development and provide vital management and leadership service to police agencies. Because of our long-standing

progressive leadership in policing issues, PERF is the nation's foremost provider of police management services and technical assistance, and as a result, we are pioneers in the research and dissemination of law enforcement best practices.

Our proposal provides details on our organizational experience and our project team. Our review of the Sparks Police Department will provide a detailed analysis of demand for departmental services, benchmarking staffing practices against nationally recognized best practices; an overview of community expectations regarding police staffing and patrol utilization; a staffing methodology that not only reflects the community's expectations, but can be easily replicated in the future by City staff; and recommendations for optimal department staffing for the next three to five years.

Based upon the services requested by the City, the Management Services Team is the superior choice to conduct this study.

- We have unparalleled knowledge of policing and police organizations. We have access to PERF's in-house expertise and outside subject matter experts that cover every aspect of policing and the delivery of police services in the United States. No other organization currently providing law enforcement management studies can boast of this resource.
- Our staff has experience both as senior police managers and as consultants. We believe that our combination of this vast knowledge sets us apart from other firms, and the "on the ground" experience of the proposed team is unmatched:
 - <u>Craig Fraser</u> is the Director of Management Services at PERF. I will lead the team. I have directed over 250 studies of police organizations. In addition to my management studies experience, I held a joint position of Director of Training, Richmond Police Department and Chair of the Criminology/Criminal Justice Program, Virginia Union University. I have held other appointments in the Santa Ana, CA Police Department, the Massachusetts Metropolitan Police Department (now part of the Massachusetts State Police, and the Winston-Salem NC Police Department. My experience with over 50 specialized police staffing studies includes work in Mesa AZ, Anchorage, AK, San Francisco CA, Ft. Collins, CO, and Berkeley, CA. In addition I have conducted patrol staffing training courses for the International Association of Chiefs of Police, the Institute for Law Enforcement Administration in Plano, TX and for the state of North Carolina. I also wrote a training manual on patrol staffing for North Carolina.
 - <u>Robert Kreisa</u> is a former law enforcement consultant and has worked on over 80 management studies of law enforcement and public safety agencies including staffing analyses for Winston-Salem, NC; Burlington, WI; Waite Park, MN; Buffalo, MN; and East Troy, WI. Prior to joining PERF, he served as the chief of the Sheboygan Police Department from 1995-1997 and the Stevens Point Police Department from 1990-1994.

- <u>Bill Tegeler</u> has conducted over 40 studies of police agencies. He has 27 years of practical policing experience having managed both operational and administrative units in the Santa Ana, CA Police Department. He retired from Santa Ana as a Commander. Mr. Tegeler has worked on numerous PERF staffing studies including work on PERF studies in Mesa AZ, Anchorage, AK, and San Francisco CA.
- <u>Riley Spoon</u> retired from the Winston-Salem Police Department as a Lieutenant. After working in patrol and investigations, he headed the department's IT section. Mr. Spoon has worked on a variety of staffing studies with PERF since 1994, including work on PERF's studies in Mesa AZ, Savannah GA, Ft. Collins CO, San Francisco CA, Berkeley CA, and St Louis MO. Mr. Spoon developed the computer programs that PERF uses for it patrol staffing analysis.
- PERF has been at the forefront of responding to the challenges law enforcement is facing since the economic downturn. Our recommendations are crafted to mitigate the effects of reduced tax revenues and external funding on police operations while still allowing the agency to provide increased levels of service to their community.

Should PERF be awarded this project, the department can anticipate a thorough study that will enable it to achieve their stated goals of:

- Reducing the violent crime rate
- Reducing the property crime rate
- Improving traffic safety
- Increased professionalism and skills competency on the part of SPD members
- Using Intelligence-Led Policing to increase service delivery in terms of low average response times, increasing the department's Part I clearance rates and reducing Part II crime rates.

PERF very much looks forward to the opportunity to work with the City of Sparks and the Sparks Police Department to complete this study. Thank you, again, for the opportunity to offer this proposal.

Sincerely,

Craig Fraser, Ph. D. Director, Management Services, The Police Executive Research Forum 1120 Connecticut Avenue, NW Suite 930, Washington, D.C. 20036 <u>cfraser@policeforum.org</u>, Ph: 202-466-7820, Fax: 202-466-7826

BUSINESS ORGANIZATION

The Police Executive Research Forum

Founded in 1977, the Police Executive Research Forum (PERF) is both a premier police research organization and a provider of high quality management services, technical assistance, and training to support law enforcement and the criminal justice system. As an international, private, non-profit 510 (c) (3) organization incorporated and located in Washington, DC, PERF was formed to improve the delivery of police services and the effectiveness of crime control through:

- 1. The exercise of strong national leadership;
- 2. Public debate of police and criminal justice issues;
- 3. Research and policy development; and
- 4. The provision of vital management and leadership services to police agencies.

The Police Executive Research Forum is a source of expertise on the policies, practices, and operations of police departments. For more than 30 years, PERF has provided consulting services to law enforcement agencies, conducted research on the issues of greatest concern to police executives, educated up-and-coming police officials at its Senior Management Institute for Police (SMIP), and stimulated debate about policing issues within the profession, in the news media, and among policy-makers and the public.

PERF is located at:

1120 Connecticut Avenue, NW Suite 930 Washington, DC 20036 www.policeforum.org

PERF's Management Services Division

PERF is one of the nation's leading providers of management consulting services to police agencies, having conducted comprehensive studies of police departments and reviews of particular systems or issues in departments of all sizes across the nation.

The Management Services Division offers a full range of consulting services to both member and non-member police organizations of all sizes, including:

- Comprehensive management surveys, performance audits, and organizational studies;
- Development of use-of-force policies and training and early intervention systems;
- Resource allocation studies, workload assessments, and beat planning;
- Human resource management reviews;
- Productivity analysis and recommendations for improvements;

- On-site assistance in implementing recommendations;
- Education and training development, delivery, and review;
- Technology and automation needs assessments, RFP development, and assistance with vendor selection;
- Organizational climate review and organizational development planning;
- Core process identification and process mapping; and
- Strategic planning assistance.

PERF has provided technical assistance in specialized areas such as records and information processing, budgeting, communications, crime prevention, management of criminal investigations, vice and narcotics unit operations and police handling of special populations.

Our management services staff has conducted over 200 comprehensive management studies of law enforcement agencies across the United States. Through this work and with PERF's close relationship with all levels of police practitioners, PERF enjoys an excellent national reputation for being in touch with contemporary law enforcement leadership styles, effective organizational structures, operations, and tactics - and how they relate to individual agency missions, professional values, and expectations of the public.

Our management consulting studies are based on the timely and accurate collection of data since this is paramount to facilitating an effective study of a law enforcement agency. We use three primary data collection measures to achieve this end:

- Interviews with key community and governmental stakeholders, police department managers, unit heads and employees;
- Review of departmental documents and reports; and
- Analysis of data collected from departmental sources such as dispatch and records management systems.

In this manner, PERF is able to glean the necessary information from the police department to provide a complete picture of the department's operations. And through our experience in conducting numerous management studies, our research and our daily contacts with police executives, PERF has gained a wider, deeper, more thorough knowledge base on all aspects of contemporary policing. Our studies identify opportunities to improve current departmental practices. We identify processes and functions which add minimal or no value to the department, which are candidates for realignment or elimination.

It is important to recognize that PERF's Management Services group and consulting practice exists in a broader organizational context that offers our clients great advantage. We are a hybrid organization—a research and development "think tank," a consulting firm, a source of higher education for police leaders, and a membership organization of more than 1,200 progressive police executives from city, county, and state law enforcement agencies. These functions complement each other in countless ways, making each function stronger. For example, PERF's

national conferences and daily contacts with our members keep us informed about the issues and problems that police officials are facing, and we use that information in setting our research agenda. We obtain extremely high response rates on research surveys because we can survey our members, who are familiar with our work and trust us. We use our research findings about best practices in policing when departments ask us to review their policies, practices, and operations. And because our Senior Management Institute for Police has an interactive learning format, each year we learn from the 250 senior officials who discuss their agency's strategies, implementation issues, and operational and administrative practices as part of the learning process.

Day by day, year by year, PERF's staff members synthesize the knowledge and experience from all of these functions, resulting in a level of expertise that is unparalleled in policing.

To provide a few examples of PERF projects:

- PERF has had its finger on the pulse of the myriad of challenges facing local law enforcement since the economic downturn in 2008 by routinely surveying chiefs and sheriffs on the impact the economic decline has had on their ability to provide law enforcement services in their communities. Due to this unique knowledge, we are able to craft our management studies to reflect the new policing environment.
- In September 2011, PERF held a conference in Washington, DC bringing together police executives, leaders of women's and crime victim organizations, FBI leaders and other federal officials, and others to discuss the handling of sexual assault crimes. To prepare for the conference, PERF conducted a survey of more than 300 local law enforcement officials regarding issues in sexual assault investigations. One of the key issues discussed at the conference was the inadequacies of the definition of rape used by the FBI in its Uniform Crime Reporting (UCR) program. The definition, unchanged since 1927, did not capture many types of sex offenses. This groundbreaking conference helped inform the national dialogue on rape, and on January 6, 2012, Attorney General Eric Holder approved a new UCR definition that will lead to a more comprehensive statistical reporting of rape nationwide.
- The Justice Department chose PERF to evaluate the implications of the "Beltway sniper" incident for complex, multi-jurisdiction investigations.
- In a project with the City of Minneapolis and the U.S. Congress, PERF studied the role of local police agencies in National Security Special Events, including the 2008 Republican and Democratic National Conventions.
- In 2005, PERF recognized the serious implications of Conducted Energy Devices (e.g., TasersTM) and launched two studies, including a groundbreaking study of deaths following CED use, and produced a set of tightly written guidelines to prevent abuse of the new technology. With funding from the COPS Office, PERF updated these guidelines in 2011.
- The U.S. government, private-sector entities such as Motorola, General Dynamics, Lockheed Martin, and the Carnegie Foundation, and academic institutions have reached out to PERF to identify trends in policing as well as solutions to serious law enforcement problems.

- PERF has helped Minneapolis, St. Louis, and Kingston, Jamaica reduce their levels of homicide and other violent crime.
- PERF also has a growing international reputation for its involvement in the development of democratic policing in Northern Ireland and the Middle East, and for its role in the State Department's International Visitor Leadership Program, which brings police officials from around the world to PERF's headquarters to meet with PERF's staff, obtain training, and discuss policing issues. Recent participating countries include Ireland, Kosovo, and Ukraine.
- PERF's fellowship program brings police executives from around the country and the world to work at PERF for six months, sharing their knowledge with PERF's staff experts. Recent participants have come from New Zealand Police, the Metropolitan Police Service of London, and the Boston, MA and Dallas, TX Police Departments.
- Many large and small cities interested in conducting a nationwide search for a new police chief, including Los Angeles, Chicago, Savannah, New Haven, Cedar Rapids, Dallas, Houston, Seattle and Denver have demonstrated their confidence in PERF's expertise by using our "Executive Search" services.
- PERF has been at the center of two of the most sweeping innovations in policing in recent decades: community policing and problem-oriented policing. In 1990, Prof. Herman Goldstein wrote his seminal book, Problem-Oriented Policing, with support from PERF and the National Institute of Justice. That book defined problem-oriented policing (POP) and described early experiments, such as the author's work with the Madison, WI Police Department and PERF's collaboration with Baltimore County, MD to use problem-oriented concepts in responding to homicides. For 14 years, PERF hosted the annual International Problem-Oriented Policing Conference in conjunction with the San Diego Police Department. And for nearly a decade PERF sponsored an annual competition to recognize innovative POP programs with its Herman Goldstein Award. PERF also played a similar role in developing the concept of community policing and in applying community policing principles to police agency programs. With support from the U.S. Justice Department, PERF and four other law enforcement organizations joined forces to create the Community Policing Consortium, which has provided research, training, and technical assistance to police agencies and helped to spread the concepts of community policing to thousands of police and sheriffs' departments across the nation.

Our final work products are complete and comprehensive reports based upon the thorough analysis of the data obtained. We offer recommendations on how the department can improve:

- Departmental efficiency,
- Responsiveness to the people it serves, and
- Operational effectiveness while maintaining or increasing service levels.

PERF studies over the last 15 years of consulting include the following police and sheriff's agencies.

Under 100,000 population	100,000-399,999 population	Over 400,000 population
Annapolis, MD	Arlington, TX	Berks County, PA
Ashland, OR	Bell County, TX	Broward County, FL
Cape Girardeau, MO	Brown County, WI	Charlotte/Mecklenburg, NC
Clinton, CT	Dayton, OH	Chicago, IL
Corvallis, OR	Eugene, OR	Denver, CO
Destin, FL	Fayetteville, NC	Fresno, CA
Fort Lee, NJ	Fort Collins, CO	Fresno County, CA
Grass Valley, CA	Killeen, TX	Indianapolis, IN
Greenbelt, MD	Lakewood, CO	Jamaica, West Indies
Indio, CA	Lowell, MA	Kansas City, MO
Kiawah Island, SC	Minneapolis, MN	Kent County, MI
Lake Park, FL	Naperville, IL	Mesa, AZ
Longview, WA	New Haven, CT	Milwaukee, WI
Medford, OR	Oakland, CA	Nashville, TN
Ocean City, MD	Overland Park, KS	Nassau County, NY
Riverton, WY	Pasadena, CA	New Castle County, DE
Rockville, MD	Raleigh, NC	Phoenix, AZ
Temple, TX	Savannah Chatham, GA	Prince George's County, MD
Yarmouth, MA	St. Louis, MO	San Francisco, CA
	St. Petersburg, FL	San Antonio, TX
	Stamford, CT	San Jose, CA
	Tacoma, WA	Shelby County, TN
	Tuscaloosa County, AL	Washington, DC
	West Palm Beach, FL	
	Wilmington, NC	
	Wright County, MN	

In summary, when America's towns, cities, counties and states need advice on almost any aspect of policing, they turn to PERF. We pride ourselves on providing first rate, high quality service to police and law enforcement agencies and to the communities they serve. Please refer to the Prior Experience section of this proposal for a comprehensive listing of our expertise.

PROGRAM CONCEPT AND SOLUTION

PERF has outlined the approach we will take to complete our study in the next section. This approach has been tailored specifically to the needs of the Sparks Police Department and will ensure the completion of the project in a judicious manner, thus allowing recommendations and improvements to be implemented without delay. In addition to the tasks called for in the RFP, we propose an additional task to be performed at the project's onset: the identification of the core business practices and functions of the Sparks Police Department. We believe this is an essential first step (as discussed in the next section) in order to craft the most effective recommendations possible.

Our approach incorporates three major methodologies for the collection of information: personal interviews (of community and governmental stakeholders, police department management and supervisory staff and rank-and-file employees); collection, review and analysis of available data; and personal observations. Throughout our analysis of the department, areas of superior performance will be identified and areas for improvement will be indicated. Opportunities for cost containment and cost sharing will be identified. Where feasible, current departmental performance across the board will be compared to nationally-recognized best standards—we will not limit ourselves to strictly the staffing component.

All staffing and scheduling recommendations will be made with an eye to ensuring they are compliant with all collective bargaining/union agreements between officer associations and the department, as well as complying with all applicable laws of the State of Nevada.

PROGRAM: SCOPE OF SERVICES

TASK 1: PROVISION OF AN OVERVIEW OF THE CURRENT DEMAND FOR SPARKS POLICE DEPARTMENT SERVICES

TASK 1A: IDENTIFICATION OF CORE BUSINESS PRACTICES AND FUNCTIONS

In order to fully identify the current demand for police services in Sparks, PERF will identify the core business processes and functions of the SPD. We expect them to be similar to a list developed by a group of police chiefs working on PERF's "Challenge to Change: the 21st Century Policing Project." The core policing processes identified in Sparks can be expected to include such items as:

- Responding to citizens' requests for services;
- Crime prevention;
- Crime solution; and
- Engaging the community to solve crime, violence and disorder problems.

To confirm these core business processes and functions for the Sparks Police Department (SPD) PERF will review, at a minimum, the following documents:

- Laws, regulations and ordinances establishing the SPD;
- The Sparks Police Department's mission, vision, and values:
- Budget documents for the last five years to determine the city's intent for the provision of police services; and
- Internal directives describing the purposes and functions of the SPD.

These documents will be referred to throughout the course of the project to determine the extent to which they align with current and projected staffing and organizational needs. In addition, PERF staff will interview the following persons to gain their views of the department's core functions and community expectations of the police.

- The City Manager;
- The Mayor and City Council members;
- The Chief of Police;
- SPD command staff members;
- Leadership of police employee associations; and
- Members of work groups that make up the department.

This task will examine the policy preferences that have been developed to guide the delivery of police services in the City of Sparks. These may include:

• The approach that has been successfully used by the police department to address the city's crime, violence and disorder problems;

- How patrol time should be expended (what is the desired mixture of calls for service response, self initiated activity, community engagement and problem solving, administrative tasks, free patrol time, traffic control and enforcement);
- The level of investigative effort desired to solve crimes;
- Crime prevention activities both short and long range including community crime prevention and education, crime prevention through environmental design, school based programs, and gang suppression;
- The nature and level of the department initiatives in community policing and problem solving; and
- Preferences for specialized units versus the use of generalists.

Through these interviews, the project team will be able to gain perspectives on the demographic, cultural, and financial factors that are unique to the City of Sparks in order to make staffing recommendations that numeric data alone cannot provide. We believe this is necessary as the first step of the project in order to avoid an off-the-shelf, "one size fits all" study that merely addresses surface issues, but leaves underlying factors unaddressed. PERF prides itself on providing a work product fully tailored and customized to our clients' specific needs. This task is typically our first step in such studies as the information gleaned by civic leaders and departmental staff is used to guide the entirety of our studies. This step will help us to develop a staffing framework to address community expectations that can be used by the city and the department for years to come.

TASK 1B: MEASURING THE CURRENT DEMAND FOR SPD SERVICES

Task 1B1 - Current organization structure and staffing

PERF will examine the structure of the organization to determine if the alignment is conducive to achieving organizational goals and objectives. The rank structure will be assessed to ensure optimal span of control and to ensure adequate promotional opportunities for experienced staff members. PERF will examine the structure to determine whether the current number of managers and supervisors is appropriate. The assessment of the agency's span of control and levels of management/supervision will also help determine if the department's organization promotes clear lines of authority and communication.

The current allocation and distribution of personnel will be reviewed. A comparison of authorized positions will be made to actual filled positions to assess the impact of vacancies.

An assessment will be made to determine the extent to which the current organization design and staffing promotes departmental efficiency, elimination of redundancy and appropriate consolidation and outsourcing. Factors that will be considered, at a minimum will include:

- Centralized and decentralized issues;
- Generalist and specialist units;
- Operational and support interactions;

- Overhead and supervisory cost; and
- Mandatory versus elective activity.

A further important consideration will be an examination of the balance between day-to-day decisions being made at the lowest level possible, and ensuring proper quality control, supervision, and acceptable liability risk. The structure of the organization is one vital factor in this regard.

Task 1B2 – Patrol Workloads

PERF will examine the last two years dispatch data to determine how patrol officers are spending their time. PERF staff will determine the amount of time required to handle current workload with a focus on identifying time used to handle calls for service, self-initiated activity, community policing and administrative activity and non-committed time (that amount of time available for personnel to engage in discretionary and proactive patrol activities). PERF will request the following data fields:

- One record for each unit on each dispatch event (the number of records will total more than the number of events because of multiple (primary and back-ups) officers/units on many events.
- Each records should contain the following information:
 - Event/Incident number
 - Report number
 - Date of the Event/Incident
 - Day of the Week
 - Nature/Type of Incident (assault, burglary, suspicious persons, traffic stop, etc.)
 - Police Beat, Zone, Sector, etc. of the event/incident (this may be several fields)
 - Address of the incident
 - Unit Number
 - Whether the unit is staffed by 1 or 2 officers (but counting the unit as a one officer unit if the second officer is in field training status)
 - Received Time
 - Dispatched Time
 - Arrived Time
 - Cleared Time
 - Event/Incident Disposition (especially whether a report was written)
 - Priority
 - Source (citizen call for service, officer initiated, administrative task, etc.)

This data will be used to develop matrices show, by time of day and day of the week, the average amount of time consumed by calls for service by call type, officer initiated activity and other categories of patrol officer time. Such patrol workload matrices will be developed for each SPD patrol command and aggregated if necessary. An example of this patrol analysis can be found in PERF's study of the San Francisco Police Department <u>http://sf-police.org/Modules/ShowDocument.aspx?documentid=14695</u>.

A second set of matrices, paralleling the first set, will be developed that depict the average patrol officer time available by day of the week and hour of the day. These matrices will be based on patrol schedules and on departmental data that can be used to calculate the amount of patrol officer time lost to absences. These two sets of data will be overlaid to show the average time consumed by each activity, especially by public demands for calls for service response and response times. This analysis will show the average percent of time consumed by hour and day, and for the average week.

PERF will use this data to assess how well patrol response currently matches policy preferences for the use of patrol officer time. An assessment will be made of other critical elements that have an impact on calls for service response. This will include the extent to which calls, and community expectations, have been managed regarding call priorities, the use of telephone and electronic reporting, and alarm response. Scheduling and how officers are deployed to best match workload peaks and low points will be evaluated. The rate at which officers show up to work in patrol response will also be taken into account as determined by the actual amount of time spent on vacation, sick leave, training, court appearances, light duty and other such absences.

Task 1B3 – Investigative Workloads

PERF will conduct an analysis of caseload and crime rates. Based on the policy preferences expressed by the department, we will examine the division of labor between the patrol and investigative functions to determine the extent to which the department's investigative resources are being used to maximize their effectiveness. Additionally, case management issues, especially those related to major incidents, will be identified and examined in view of expectations about investigative effort. This will include assessments of investigative policies including case-screening approaches; types of cases "worked" by case type; and other policies that have an impact on the workload of investigative personnel and how time is allocated. This review will include:

- Determining the elapsed time between initial crime reports, assignment of a case to an investigator and actual working of that case by the investigator;
- Documenting current caseload and case status by case type;
- Assessing the extent to which cases with "leads" can be worked with a relatively high likelihood of solvability given existing investigative staffing commitments and case management approaches;
- Assessing the amount of time required to meet the needs of victims and witnesses;
- Assessing the time needed to meet policy preferences regarding the treatment of families and juveniles as victims, witnesses, suspects, and arrestees; and

This analysis will be based on PERF's unique past studies of investigations. PERF's approach for determining the number of investigators needed is based on the time required to perform thorough investigations by crime type, based on categories of solvability factors. PERF's reviews of investigations in a variety of law enforcement agencies have determined that the

solvability of crime case reports for serious offenses that are assigned for follow-up investigation fall into four general categories:

- Those that result in no follow-up or in victim re-contact only (usually via telephone) "contact cases";
- Those with substantial solvability which require relatively little further investigation to close "less complex cases";
- Those with limited solvability that require substantial effort and are difficult to close; -- "more complex cases" and
- Those most typical with a moderate level of solvability "typical cases".

Some jurisdictions regard all unassigned cases as "contact only." The best practice is for departments to contact the victim in each unassigned case to see if any additional information is available that might improve the case's solvability, which could make the case eligible to be assigned for investigation. These contact calls also serve to assure the victim that, although the case is unlikely to be solved, the police are still concerned. In other instances, where routine phone contact is not performed on unassigned cases, a proportion of the cases that are assigned end up becoming "contact only" after the initial report review by the assigned detective.

The crimes that fall into the four categories vary by crime type. PERF's previous work has developed assessment for each major crime type but this past research will be updated by working with the Sparks Police Department to assess local ratios. It is important to establish these proportions because the time required to conduct a thorough investigation – one that results in a case delivered to the prosecutor or one in which all leads are exhausted – varies both by crime type and solvability category.

The investigator assigned to a case will spend time on an array of tasks. Not all investigations will involve all of the tasks, but typically the tasks involved include:

- Review Assigned Case Report
- Initial Telephone Call to Victim/Complainant
- Travel Time and Crime Scene Inspection
- Familiarization/Inspection of Evidence
- Travel Time and Interview Victim/Witnesses
- Prepare Photo Line-ups
- Conduct Photo Line-ups
- Coordination with Other Agencies
- Follow-up with ID Unit, Med Exam, Parole and Probation
- Search Warrant(s) Preparation/Paperwork On Duty
- Search Warrant(s) Preparation/Paperwork Off Duty
- Search Warrant(s) Obtain/Process On Duty
- Search Warrant(s) Obtain/Process Off Duty
- Search Warrant(s) Pre/Post Briefings
- Serving Search warrant(s)
- Investigative Case Building/Organizing (Thinking Time)
- Arrest Warrant(s) Preparation/Paperwork
- Arrest Warrant(s) Obtaining

- Arrest Paperwork/Processing of Arrestee(s)
- Transport Prisoner(s) or Suspects(s)
- Interrogate Prisoner(s) or Suspect(s)
- Prisoner Bond/Suppression Hearings
- Case Consultation with State Attorney
- Report Writing
- Case File Preparation for Trial
- Grand Jury/Court Appearances/Depositions
- Travel Time/Court

PERF will calculate, by working with Sparks investigative supervisors, the amount of time spent on the above list of investigative tasks for each crime type for each solvability category (contact, less complex, typical, more complex). These figures will be used along with annual averages of the number of cases forwarded for follow-up investigation. This will allow a measure of the total number of hours needed to conduct thorough investigations, by crime type, to be calculated.

The final step in the process of assessing investigative staffing will be to calculate the number of hours per year each investigator has to devote to actual investigation. Absences due to leave, training and other activities that decrease actual investigation time will be deducted from 2,080 hours per year to get the average time per investigator.

This figure is then divided into the total hours needed for thorough investigation to get the number of personnel that need to be assigned for thorough investigation all cases. These numbers are then compared to assess whether the current number of investigators matches the number needed.

Task 1B4 - Staffing for Special Events

The project team will review three years worth of workload data as it pertains to special events (to account for increased/decreased public attendance over time) to determine optimal staffing for special events staffing involving patrol, investigations, and other functions. The project team recently completed an analysis for special event staffing for the San Francisco Police Department (as part of a broader project) and has experience in the unique staffing challenges law enforcement agencies face in providing support to citywide special events, both planned and spontaneous. Especially important to this effort is determining the relative allocation of on-duty personnel and overtime personnel to such efforts.

Task 1B5 - Support Staff (sworn and civilian) workloads

In addition to assessing the department's staffing in terms of call response and crime solution, we will assess specialized unit staffing and other support functions. PERF will request, and analyze, for each departmental entity, the mission of each unit and its workload. Requests will be made for the information that is being used to allocate personnel to each function. Operational support units will be examined along with administrative support functions.

Task 1B6 - Response times on calls for service

Our examination of response times on calls for service will focus on average response time to different call priorities, average and median time spent on calls with different priorities, and a determination of specific times during the week in which response times are seen as "excessive" by the department. Response time will be assess both in queue time (from received to dispatch) and in travel time (from dispatch to arrival).

Task 1B7 – Case clearance on Part 1 crimes

PERF will examine UCR Part 1 clearance rates for the department. Comparisons will be made to national clearance rates, state of Nevada rates and to the benchmark agencies to the extent to which such data is available.

Task 1B8 – Other key departmental performance measures

PERF will develop assessments on other departmental performance measures that are readily available in concert with the City's project management team.

We pride ourselves on our proprietary method of workload and staffing measurement, carefully refined and perfected over the years, to enable us to provide our clients with the most accurate recommendations to enable them to project future staffing needs.

TASK 2: IDENTIFICATION OF BENCHMARKS/BEST PRACTICES IN POLICE STAFFING IN COMPARABLE U.S. CITIES

For this task PERF, in consultation with SPD leadership, will identify five police agencies with similar community dynamics and department organizational structures to that of Sparks and the Sparks Police Department. These agencies will be compared to current staffing practices in the Sparks Police Department.

Based on PERF's successful work with other cities there are a number of operational metrics (benchmarks) that can be used to measure the effectiveness of the Sparks Police Department *vis a vis* similar jurisdictions. While a complete list of metrics that will be formulated during our initial site visit to reflect the policy preferences of the department as identified in Task 1. Depending on data availability we hope to employ metrics such as:

- The average number of calls for service handled per patrol officer, per hour
- The amount of self-initiated activity performed by patrol officers such as arrests, citations, citizen contacts, field interviews, etc.
- The number of cases investigated by detectives by case type
- Clearance rate of detectives
- Community engagement opportunities
- Percentage of City's budget consumed by the police department

- Percentage of the police department's budget consumed by overtime
- Crime rate
- Number/percent of officers, supervisors and managers
- Response times
- Percentage of sworn officers versus civilian employees
- Number of officers performing core business functions
- Tax disbursements from the state and county

These proposed metrics and others identified over the duration of the project will be compared against national best practices to determine the extent to which the Sparks Police Department compares operationally in terms of patrol, investigations, special events, traffic, and support staffing.

The second component of this task will be to identify how these comparison agencies forecast their future sworn staffing needs and determine the extent to which their practices would be implementable in the Sparks Police Department. Our recommendations will be made with an eye to modifying these forecasting practices to meet the unique needs of the department.

A final task for this task will be a regional compensation study. PERF will gather data for each comparable police position on entry salaries, the salary range and fringe benefits.

TASK 3: DEVELOPMENT OF A STAFFFING METHODOLOGY

PERF will provide the department with detailed explanations of the methodology used to develop our reviews of departmental staffing. Our staffing methodology includes the ability to create scenarios based on varying levels of citizen expectations for such factors as response time, officer visibility and preferred levels of officer involvement in community engagement activities, community policing and problem solving. In addition we will provide the city with an explanation of how our methodology can be used to test the impact of changes in call responses priorities such as: an aggressive false alarm ordinance; enhanced telephone reporting; increased use of electronic reporting through the department's website and other social media; and increased use of civilian employees.

We recognize the requirement that these approaches are to be relatively simple so that City employees and the public can understand and have confidence in police staffing needs projections once policy decisions that guide these needs have been developed.

Furthermore we recognize the requirement that City employees must be able to duplicate PERF's approaches to replicate future staffing needs beyond the efforts of this project.

TASK 4: RECOMMENDATIONS FOR SPD STAFFING AND PATROL UTILIZATION FOR THE NEXT 3-5 YEARS

Using the data collected in Tasks 1 through 2, PERF will make recommendations for staffing and patrol utilization for the Sparks Police Department for the next three to five years. Our recommendations will also take into account the proper staffing by rank/title, as well as departmental scheduling and typical "loss factors" such as sick leave, vacation, typical personnel turnover, etc.).

We will create several scenarios based on projections for community growth and city finances. The scenarios will take into account citizens expectation discovered in Task 1. Such expectations may require phased staffing changes in order to meet expectations.

PERF will create a draft report incorporating our findings and recommendations for the optimal staffing levels for the Sparks Police Department, based on current operations and projected city growth and workload. For each of the recommendations developed through the above listed tasks, comparisons will be made to the current practice in the Sparks Police Department, and will identify opportunities for improvement. Recommendations will be accompanied by a corresponding implementation plan to guide the Sparks Police Department in establishing the project team's recommendations.

PERF will review the draft report with the Department and City management. We view this process as important to discover any errors, omissions, or unclear areas of the report. Additions and/or revisions that result from the City's review and comment will be part of the final report.

FINAL REPORT

A final written report will be delivered to the City electronically, unless otherwise requested.

ASSISTANCE REQUIRED FROM THE SPARKS POLICE DEPARTMENT

PERF has necessary but limited expectations for assistance from police department staff. The Chief of Police and all members of the command staff are interviewed separately for approximately one hour each. Most other interviews, such as those with rank-and-file members of the agency conducted by the PERF team, generally last 45 minutes. As with the command staff, section managers and first line supervisors are also interviewed one-on-one. In key units, some or all personnel may be interviewed and in some cases, focus group interviews are conducted to obtain valuable information in a time savings method.

Additionally, department employees will be asked to prepare the following materials and reports for PERF use prior to the start of on-site visits:

- 1. Annual reports for the police department, past three years;
- 2. UCR/NIBRS reports for the past three years, if not included in the annual reports;
- 3. Police department position allocations, past three years;
- 4. Work schedules for all work units and organizational functions;
- 5. Agreements with any employee organizations;
- 6. Contracts, memoranda of understanding, mutual aid programs, etc., made between the police department and other justice and law enforcement agencies which have an impact on, the provision of services to the citizens of the City of Gainesville;
- 7. Prior audits and staffing studies of the Police Department;
- 8. Police Department budgets for the last three years;
- 9. Any other internal documents which outline staffing requirements, organizational structure consideration and work obligations within the department;
- 10. Police Department statements of mission, vision, and values;
- 11. Laws, regulations, and ordinances that establish the Police Department and describe its purposes and functions;
- 12. Computer aided dispatch data and patrol rosters (specifics will be provided on contract award); and
- 13. Currently collected workload data for all departmental units.

The time necessary to collect this information is dependent on the accessibility of this information.

The Police Executive Research Forum will provide staff to complete the project. However, PERF requests that the police department designate an individual to be its single point of contact, unless PERF is specifically directed to other key members of the department. This person will direct PERF staff to key people and to pertinent information.

The PERF team will rely on police department staff to guide them to police facilities and arrange appointments for team members to review functions and conduct interviews with agency personnel. The purpose of this assistance is to avoid delays and ensure appropriate contacts are made.

Craig Fraser, PERF's Director of Management Services, will be the project manager for this engagement and will oversee both the overall review as well as the field work. He will also be the liaison to the City of Sparks and the Sparks Police Department. Robert Kreisa will perform the duties of interviewer and analyst. Riley Spoon will handle CAD and similar data analysis. Bill Tegeler will facilitate the proposed focus groups. Jason Cheney will provide research and administrative support for this project. Brief biographies of each project team member appear below. Resumes appear in the next section after the biographies.

PRIOR EXPERIENCE

The following is a comprehensive list of all management studies PERF has conducted since 2000.

Comprehensive Management Studies – Including Resource Allocation	
Lakewood, CO Police Department	Oakland, CA Police Department
San Jose, CA Police Department	Medford, OR Police Department
Riverton, WY Police Department	Lake Park, FL Police Department
University Circle, OH Police Department	Grass Valley, CA Police Department
Killeen, TX Police Department	West Palm Beach, FL Police Dept.
North Carolina State Univ. Police Dept.	Raleigh, NC Police Department
Shelby County, TN Sheriff's Office	Clinton, CT Police Department
Wilmington, NC Police Department	Ashland, OR Police Department
Dayton, Ohio Police Department	Ocean City, MD Police Department
St. Louis, MO Police Department	Cape Girardeau, MO Police Department
Savannah Chatham, GA Metropolitan	Fort Lee, NJ Police Department
Police Department	
San Francisco Police Department	Longview WA Police Department
Fayetteville, NC Police Department	Akron, OH Police Department
Bridgeport, CT Police Department	Windsor, CT Police Department
Oakdale, MN Police Department	Philadelphia Housing Authority Police
	Department

Resource Allocation Studies	
Kiawah Island, SC	Corvallis, OR Police Department
Wright County, MN Sheriff's Office	Prince George's County, MD Sheriff's
	Office
Overland Park, KS Police Department	The Federal Protective Service, DC
Maryland Transportation Authority Police	New Castle County, DE Police
Department	Department
Tuscaloosa County, AL Sheriff's Office	Yarmouth, MA Police Department
University Circle, OH Police Department	St. Louis Metropolitan Police Department
Fort Collins, CO Police Services	Kent County, MI Sheriff's Office
Cape May County, NJ Prosecutor's Office	Mesa, AZ Police Department
Anchorage, AK Police Department	Berkeley, CA Police Department
Ferguson Twp., PA Police Department	Mansfield, CT Police Department

Consolidation Studies	
Berks County, PA	Maryland Department of Transportation
Maryland Department of	

Management Planning and Information Systems	
Stamford, CT Police Department	Kansas City, MO Police Department

Information System Studies	
Greenbelt, MD Police Department	Temple, TX Police Department
Annapolis, MD Police Department	Milwaukee, WI Police Department
Bell County, TX Police Department and	
Sheriff's Office	

Technology Implementation Evaluation	
Pasadena, CA Police Department	Arlington, TX Police Department
Lowell, MA Police Department	

Police Overtime Utilization	
U.S. Attorney's Office, Washington, DC	Milwaukee, WI Police Department

Training Review	
The Law Enforcement Management	Massachusetts Criminal Justice Training
Institute of Nevada	Council (Basic Curriculum Development)
The Minnesota State Patrol	The New Jersey State Police
The Washington State Police	

Strategic Planning Assistance	
University of Illinois at Chicago Police	Washington, DC Metropolitan Police
Department	Department
Jamaica, West Indies Constabulary Force	Brown County, WI
Charlotte/Mecklenburg, NC Police Dept	Denver, CO Police Department

Disciplinary System and Internal Affairs Reviews	
Indianapolis, IN Police Department	St. Petersburg, FL Police Department

Metropolitan Nashville Police Department	Eugene, OR Police Department
New Haven, CT Police Department	Denver, CO Police Department
San Antonio, TX Police Department	Chicago, IL Police Department
Minneapolis, MN Police Department	Philadelphia, PA Police Department

Organizational Climate and Strategic Planning Assistance	
Tacoma, WA Police Department	Eugene, OR Police Department
Brooklyn Center, MN Police Department	Brooklyn Park, MN Police Department

Leadership Training and Development	
Nassau County, NY Police Department	Lakewood, CO Police Department
Broward County, FL Sheriff's Office	

DNA Evidence Utilization

National Commission on the Future of DNA Evidence

Process Studies of Investigations		
Arlington, TX Police Department	Lakewood, CO Police Department	
Naperville, IL Police Department	West Palm Beach, FL Police Department	
Chicago, IL Police Department	Phoenix, AZ Police Department	
Thames Valley, United Kingdom Police	Charlotte-Mecklenburg, NC Police	
Force	Department	
Nashville, TN Police Department	New Haven, CT Police Department	
Fresno, CA Police Department	Indio, CA Police Department	
Lafayette Parish, LA Sheriff's Office	Royal Canadian Mounted Police	
Schenectady, NY Police Department		

Alternative Police Service (Contract Assessments)		
Destin, FL, City Council Police Service	Rockville, MD Police Department	
Alternative		

Resource allocation studies (and overall management studies that included a staffing/resource allocation component) the Management Services Team has completed in the last five years are as follows:

- Akron, OH Police Department
- Anchorage, AK Police Department*
- Austin, TX Police Department*

- Berkeley, CA Police Department*
- Bridgeport, CT Police Department
- Cape May County, NJ Prosecutor's Office*
- Fayetteville, NC Police Department
- Ferguson Twp., PA Police Department
- Fort Collins, CO Police Department
- Fort Lee, NJ Police Department
- Mansfield, CT Police Department
- Mesa, AZ Police Department
- Philadelphia Housing Authority Police Department
- Savannah-Chatham, GA, Metropolitan Police Department
- San Francisco, CA Police Department*
- Windsor, CT Police Department

*These agencies are included in our References section below, and include program outlines and specific documented outcomes.

References

Date	Project Description and Staffing	Locality Contact
	V L O	Information
Completed June 2012	City of Austin, TX The Police Executive Research Forum recently completed a comprehensive staffing review of the Austin Police Department. A full copy of the staffing study can be found at http://www.austintexas.gov/sites/default/files/files/Police/PERF_Final_Report _Austin.pdf	Art Acevedo Chief of Police Austin Police Department PO Box 689001 Austin, TX 78768 (512) 974-5030
	Project staff: Fraser, Tegeler, Spoon, Cheney	
Completed November 2010	Municipality of Anchorage, AK The Municipality of Anchorage and the Anchorage Police Department contracted with the Police Executive Research Forum (PERF) to conduct a staffing and deployment study of the Anchorage Police Department. PERF determined the extent to which personnel were optimally deployed (also taking into account the possibility of a force increase to its 2009 levels), and the optimal ratio of sworn to non-sworn employees. A full copy of the Staffing Study of the Anchorage Police Department may be obtained here: <u>http://www.muni.org/Departments/police/Documents/</u> PERF% 20SPD % 20Deployment% 20Study.pdf	Mark Mew Chief of Police 4501 Elmore Road, Anchorage, AK 99507 (907) 786-8500
	Project staff: Fraser, Tegeler, Cheney	
Completed June 2011	City of Berkeley, CA The Police Executive Research forum completed a comprehensive workload and scheduling study of the Berkeley, CA Police Department. Project staff assessed the current match of Patrol, Communications Center, and Jail staff to workload using the current schedule and beat/sector plan, explored alternatives to the current/sector beat plan to improve deployment, examined alternatives to the current schedule to improve allocation, and examined interactions between the alternative deployment models and the alternative shift schedules. Project staff: Fraser, Spoon	Michael K. Meehan Chief of Police 2100 Martin Luther King, Jr. Way Berkeley, CA 94704 (510) 981-5900
Completed March 2009	City of San Francisco The Police Executive Research Forum was hired by the City of San Francisco to evaluate the San Francisco Police Department in four key areas: organizational structure; staffing; human resource processes; and the department's approach to use of force and its Early Intervention System. PERF was also tasked with helping to develop a "Vision Statement" for the city's Police Department—a concise statement of what the SFPD aspired to be. PERF	Corina Monzon City Services Auditor Div. City of San Francisco Controller's Office City Hall, Rm.

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	 then made recommendations that were specifically designed to implement that Vision Statement. Staffing and policing strategies outlined by PERF included operations of the San Francisco International Airport, Housing Authority, professional sporting events and civil protests that take place in San Francisco on an almost daily basis. A significant portion of this project involved obtaining buy-in from various stakeholder groups made up of citizens of the City of San Francisco via focus groups. Phase 2 of this project involved PERF staff directly assisting the City in the implementation of the project team's recommendations. A full copy of the Organizational Assessment of the San Francisco Police Department may be obtained here: http://sf-police.org/Modules/ShowDocument.aspx?documentid=14695 	395 1 Dr. Carlton B. Goodlett Pl. San Francisco, CA 94102 (415) 554-5003
	Project staff: Fraser, Tegeler, Cheney	
Completed	Cape May County Prosecutor's Office	Robert Taylor
July 2007	PERF completed an Investigator Staffing Study for the Cape May County	Prosecutor
	Prosecutor's Office as a result of a court ordered agreement between the County	Cape May
	Freeholders and the County Prosecutor's Office. The PERF study assessed	County
	investigator staffing based on: the case load coming into the prosecutor's office;	Prosecutor's
	the process used to manage and assign cases for investigative follow-up; the	Office
	time required for a thorough investigation by crime type and investigative	DN-110, 4
	complexity; the time each investigator has to devote to case investigation given	Moore Road
	leave time and other duties; and the number of investigators needed. This	110 Justice Way
	calculation was compared to the current number of investigators assigned and	Cape May Court
	recommendations for optimum staffing were made.	House, New
		Jersey 08210
	Project staff: Fraser, Tegeler	(609) 465-1135

Personnel

The Management Services Division is uniquely qualified to conduct this study. All principal members of the project team have honed specific skills and amassed considerable knowledge as they have all have been upper-level managers in progressive police departments. As such, our team will be able to lend its considerable experience and expertise—both in conducting studies of this nature as well as successfully implementing our findings—to this undertaking. Brief biographies of each project team member appear below. All team resumes appear after team bios.

Dr. Craig Fraser will be the project manager for this study. He directs PERF's Management Services group. He returned to PERF in June 2005 after having been Director of the Public Safety practice area for MAXIMUS, Inc for 2½ years. He has managed over 150 studies of police agencies and operations over the last twelve years, for both large and small agencies. Dr. Fraser directed recently completed deployment and staffing projects in Indio, CA; Fayetteville, NC; Fort Collins, CT; Berks County PA; Lafayette Parish, LA; Schenectady, NY; Fresno, CA; Oakdale, MN; and PERF's extensive study of the San Francisco Police Department. He has specific substantive expertise in police technology, training and resource allocation. He has authored training guides on police resource allocation, staffing and deployment, taught extensively on the topic and conducted 50 specialized staffing and deployment studies. In addition he has conducted patrol staffing training courses for the International Association of Chiefs of Police, the Institute for Law Enforcement Administration in Plano, TX and for the state of North Carolina. He also wrote a training manual on patrol staffing for North Carolina.

He is also a former accreditation manager seeking recognition for his department by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA). In addition to his management studies experience, Dr. Fraser held a joint position of Director of Training, Richmond Police Department and Director of the Criminology/Criminal Justice Program, Virginia Union University. He has worked as: Planning and Budget Manager for the Santa Ana, California Police Department; Director, Training, Education, and Accreditation Division for the Massachusetts Metropolitan Police; and Director, Management Information Division for the Winston-Salem, NC Police Department. Additionally he has held appointments at Boston University, Florida State University, Washburn University, and the University of Kansas. His undergraduate degree is from Duke University and his M.A. and Ph.D. are from Purdue University.

Robert Kreisa will serve as interviewer and analyst on this project. He has recently joined PERF as a Senior Associate. Mr. Kreisa has assisted over 15 law enforcement agencies in developing strategic plans, with those plans including staffing analyses. Previous clients for whom Mr. Kreisa performed staffing analyses include Winston-Salem, NC; Burlington, WI; Waite Park, MN; Buffalo, MN; and East Troy, WI. He has conducted numerous management studies and audits and over 20 police chief selection processes. Previously, Mr. Kreisa worked as the Local Public Safety Practice Manager for MTG Management Consultants in Seattle WA, where he led the firm's local public safety practice, with responsibilities for business development, project management, deliverables development, and budget management. He simultaneously served as President of Criminal Justice Associates, Inc., located in Knoxville TN and Appleton WI where he directed the start up and growth of a company that provides specialized consulting services and training to a broad range of law enforcement agencies and justice organizations across the country.

Prior to that, he served as a Program Specialist at Fox Valley Technical College in Appleton WI, where he directed all aspects of the Criminal Justice Division's consulting practice as well as all criminal justice management training programs, including an eight week command college. While in this position he also conducted research and developed grant applications.

Mr. Kreisa served as the chief of the Sheboygan Police Department from 1995-1997 and the Stevens Point Police Department from 1990-1994.

Mr. Kreisa holds a BS and MS in Criminal Justice from the University of Wisconsin.

Bill Tegeler retired as a commander with the Santa Ana Police Department in Southern California in July of 2006 to become the Police Executive Research Forum's Deputy Director of Management Services. In January of 2007, he was appointed Acting Director of the PERF Center on Force and Accountability. He currently serves as a Project Associate with PERF. He earned a Bachelor of Arts degree in Criminal Justice from California State University, Fullerton and a Master's degree in Human Resources and Organizational Development from the University of San Francisco.

As PERF's Deputy Director of Management Services, Bill conducted numerous organizational studies across the country including San Francisco, CA; Savannah-Chatham Metropolitan Police Department, GA; Mesa, AZ, Milwaukee, WI; Chicago, IL; Lakeview, WA; New Haven, CT; Fort Lee, NJ; St. Louis, MO; Cedar Rapids, IA; Indio, CA, Fayetteville, NC; and New Castle, DE; and West Palm Beach, FL. In those studies, he has been the lead consultant for a variety of police functions including patrol operations, investigations, administrative services, policies, procedures and practices, and internal affairs. He has also assisted the San Francisco Police Department in the implementation of PERF's Organizational Review recommendations and in initiating a pilot program in the department's Ingleside District. As Acting Director of PERF's CFA, Bill conducted reviews of use-of-force policies, practices and training; officer-involved shooting investigations; and citizen complaint procedures for several police departments including the Philadelphia Police Department, Minneapolis Police Department and San Antonio Police Department. He worked on a review of the FBI's field office SWAT program and was responsible for managing PERF's national crime summits for such topical issues as *Violent Crime In America* and *The Economic Crises*.

During his career in Santa Ana, Commander Tegeler was assigned to supervise the department's Planning and Research Unit and served as administrative assistant to the Chief of Police. Commander Tegeler was selected to lead Santa Ana's Developmental Policing District and was responsible for the management of all aspects of policing. He also commanded the Investigation Bureau's Crimes Against Persons Division. Commander Tegeler has received national, state and local policing awards and upon his retirement, his former district station was named in his honor. **Riley Spoon** retired from the Winston-Salem Police Department as a Lieutenant. After working in patrol and investigations, he headed the department's IT section. He supervised a staff of four technicians, three Crime Analysts, two False Alarm Coordinators, and was responsible for 24x7x365 support of Police and Fire Department's critical IT infrastructure. He developed applications and reports to support Crime Analysis functions including identifying critical information necessary to support field operations. Over his career he has developed a wide range of applications to support collection of information and reporting for specialized units (Investigative, Narcotics, Intelligence, Crime Scene Processing, Domestic Violence). He implemented a mobile data support with support for integrated field reporting. In addition he provided technical design specifications for a shared data system now being used by numerous agencies in at least four states. Mr. Spoon began his policing career as a Patrolman with the Washington DC Metro Transit Police Department. Mr. Spoon has worked on a variety of staffing studies with PERF since 1994, including work on PERF's studies in Mesa AZ, Savannah GA, Ft. Collins, CO, San Francisco CA, Berkeley, CA and St Louis MO. Mr. Spoon developed the computer programs that PERF uses for it patrol staffing analysis.

Jason Cheney will perform administrative support on the project and will also be the primary team member involved in the collection of benchmarking data. Jason is a Research Associate for PERF's Management Services Division and PERF's Center on Force and Accountability and has been with the organization since 1999. He is responsible for managerial and logistical support for numerous PERF projects, including violent crime and CED (Taser) research, as well as overseeing PERF's grant seeking process. Mr. Cheney also handles day-to-day activities in PERF's Executive Search Division. He also has two publications to his credit: *Police-Community Partnerships to Address Domestic Violence* and *Enhancing Success of Police-Based Diversion Programs for People with Mental Illness*. Prior to joining PERF, Mr. Cheney served as a Legal Assistant for a private attorney in Toms River, New Jersey. He holds a MA in International Commerce and Policy from George Mason University and a BA in Political Science from Stockton College in New Jersey.

PROJECT COST AND TIMELINE

The cost of the study will be a fixed fee of \$49,000. This includes all staff costs, travel and other expenses. Also included are PERF's indirect costs as required and approved by the U.S. Department of Justice. PERF expects to conduct two site visits and a final trip to present the final report.

PERF expects to complete the project 90 days from the conclusion of the first site visit.