

**ADAMS COUNTY  
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 20 day of JULY 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Alexander Weiss Consulting, LLC, located at 2705 Ridge Avenue, Evanston, IL 60201, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

**1. SERVICES OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with the attached RFP 2016.430 and the Contractor's response to the RFP 2016.430 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

**2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

**3. TERM:**

- 3.1. Term of Agreement: The Term of this Agreement shall be through October 31, 2016.
- 3.2. Extension/Renewal Option: The County, at its sole option, may offer to extend or renew this Agreement as necessary for up to two, one year extensions/renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions or renewals must be mutually agreed upon in writing by the County and the Contractor.

**4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: Seventy-five thousand dollars (\$75,000.00) billed and paid out in the following increments:

- \$10,000 upon project initiation
- \$20,000 upon patrol staffing briefing
- \$20,000 upon completion of staff analysis
- \$15,000 upon submission of draft final report

- \$10,000 upon submission of final report and presentations
- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
6. **NONDISCRIMINATION:**
- 6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**
- 6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 8.1.1. Each Occurrence: \$1,000,000

- 8.1.2. General Aggregate: \$2,000,000
- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

## 9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

## **10. TERMINATION:**

10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

## **11. MUTUAL UNDERSTANDINGS:**

11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, *et seq.*, C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Sheriff's Office  
Contact: Patti Duncan  
Address: 332 North 19<sup>th</sup> Avenue  
City, State, Zip: Brighton, Co 80601  
Phone: 303-655-3210  
E-mail: pduncan@adcogov.org

Department: Adams County Purchasing  
Contact: Liz Estrada  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-655-6052  
E-mail: lestrada@adcogov.org

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6116

Contractor: Alexander Weiss Consulting LLC  
Contact: Alexander Weiss  
Address: 2705 Ridge Avenue  
City, State, Zip: Evanston, IL 60201  
Phone: 847-332-1160

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

## **12. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

- 12.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

## **13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

County Manager

[Signature]  
Todd Leopold

26 July 2016  
Date

Alexander Weiss Consulting, LLC

[Signature]  
Signature

7-22-16  
Date

Alexander Weiss  
Printed Name

President  
Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]  
Deputy Clerk

Approved as to Form:

[Signature]  
Adams County Attorney's Office

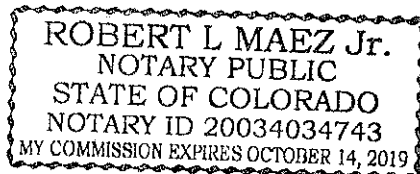
**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF El Paso)

STATE OF Colorado)SS.

Signed and sworn to before me this 22<sup>nd</sup> day of July, 2016,

by Alexander Weiss,



[Signature]  
Notary Public

My commission expires on: 10/14/2019



**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

**CONTRACTOR:**

Alexander Weiss Consulting LLC      7-22-16  
Company Name      Date

Alexander Weiss  
Signature

Alexander Weiss  
Name (Print or Type)

President  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

## EXHIBIT A

### GENERAL INSTRUCTIONS

The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for a Staffing Requirements Analysis of Sheriff's Office.

**2. All documents related to this RFP will be posted on the Rocky Mountain Bid System at: <http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

- 2.1. Vendors must register with this service to receive these documents.
- 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through **May 20, 2016**. All questions are to be submitted to Kim Roland, Purchasing Manager, by E-mail at [lestrada@adcogov.org](mailto:lestrada@adcogov.org).
4. An Addendum to answer all questions will be issued on or about **May 24, 2016**.
5. Proposals
  - 5.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, C4000A Brighton Colorado 80601, up to **3:00 p.m. on June 3, 2016**.
  - 5.2. The proposal opening time shall be according to our clock.
  - 5.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
  - 5.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
  - 5.5. No proposals will be accepted after the time and date established above except by written addenda.
  - 5.6. One (1) hard copy: One (1) paper original, and one (1) CD (PDF) of the proposal are required. PDF must be one single file. Brochures or other supportive documents may be included with the proposal narrative. If brochures or other supportive documents are included, then it is required that two (2) sets be submitted with the proposal.
  - 5.7. The proposal must be submitted on a CD in a single PDF file not to exceed 20 pages.

- 5.8. The two proposal signature pages “**CONTRACTOR’S CERTIFICATION OF COMPLIANCE**” pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, and the “**PROPOSAL FORM**” acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the **last two pages of the RFP**.
- 5.9. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order may be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 5.10. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 5.11. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 5.12. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: STAFFING REQUIREMENTS ANALYSIS OF SHERIFF’S OFFICE – RFP #2016.430.
- 5.13. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 5.14. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 5.15. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 5.16. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner’s responsibilities shall be furnished and submitted with the proposal.
- 5.17. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
  - 5.17.1. Any Proposal which does not meet bonding requirements, or,
  - 5.17.2. Proposals which do not furnish the quality, or,

- 5.17.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
  - 5.17.4. Proposals from offerors who lack experience or financial responsibility, or,
  - 5.17.5. Proposals not made to form.
- 5.18. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 5.19. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services. The County may also choose to award any or all of the three phases of the project.
- 5.20. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 5.21. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
6. Adams County is an equal opportunity employer.
7. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts unless otherwise specifically approved by the County after written request from the Contractor:
- 8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
    - 8.1.1. Each Occurrence \$1,000,000
    - 8.1.2. General Aggregate \$2,000,000
  - 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
    - 8.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
    - 8.2.2. Personal Injury Protection Per Colorado Statutes
  - 8.3. Workers' Compensation Insurance: Per Colorado Statutes

- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- 8.4.1. Each Occurrence \$1,000,000
- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 8.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 8.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.

- 8.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
  - 8.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
  - 8.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.
9. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
10. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
    - 10.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
    - 10.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
    - 10.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
    - 10.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 10.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 10.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 10.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 10.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

**End General Information**

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## Scope of Work

### ADAMS COUNTY, COLORADO REQUEST FOR PROPOSALS FOR STAFFING REQUIREMENTS ANALYSIS OF SHERIFF'S OFFICE

Adams County, Colorado (the "County") is requesting proposals to conduct a staffing requirements analysis of the Adams County Sheriff's Office *excluding the Jail Division*. The Adams County Sheriff's Office has approximately 250 authorized full-time equivalent employees in the executive office, field operations and administrative services. *The County seeks recommendations on staffing levels for the executive office, field operations and administrative services based on evaluations of workload requirements and best-practice approaches to effective and efficient service delivery.* This project will include analysis of staffing, facilities, technology, equipment and other departmental resources for the purpose of making recommendations for efficient staffing operations of:

1. Executive Office of the Sheriff
2. Patrol Division
3. Detective Division
4. Professional Standards Division
5. Administrative Services Division

**Requirements Analysis – Desired Completion Date on or before September 30, 2016. Following completion of the report, two in person presentations shall be conducted. The preliminary report shall be presented to the Sheriff for discussion and review and then a final report shall be prepared and presented to the Board of County Commissioners.**

#### **EXECUTIVE OFFICE OF THE SHERIFF:**

- Provides executive-level leadership to the entire Agency including all divisions within the Sheriff's Office. The Sheriff and Undersheriff interface with a myriad of external organizations, the Adams County Board of County Commissioners, and the divisional chiefs and director to address all key issues including day-to-day operational and employee-related issues affecting the Sheriff's Office. Two Executive Assistants provide support to the Sheriff and the Undersheriff.

**PATROL DIVISION:** The Adams County Patrol Division consists of the following sections and units:

- **Community Resource Team** – The Community Resource Team (CRT) was formed to enhance community partnerships and to address specific concerns, crimes, and general quality of life issues in Adams County. The Sheriff's Office believes that the Community Resource Team has been instrumental in contributing to reducing the crime rate throughout unincorporated Adams County.
- **Juvenile Services Unit** – The Juvenile Services Unit handles all calls for service related to schools located in unincorporated Adams County. Juvenile Services Unit Deputies are available to students, parents and staff at all times in order to alleviate concerns within



the school system. Juvenile Services Unit Deputies work collaboratively with school staff on curriculum advancement and safety plans for each school. This unit instructs and counsels various middle and high schools in unincorporated Adams County on the law and law enforcement and provides information regarding criminal law and its processes. School Resource Deputies act as liaison between the school, local community, and the Adams County Sheriff's Office and work with students on a daily basis as mentors, as well as teachers. Each Juvenile Services Unit Deputy is responsible for multiple schools within Adams County.

- **Patrol Section** – This section safeguards the western, urban communities of unincorporated Adams County against crime and hazardous conditions. The Patrol Section represses crime through visible uniformed patrol, arrests and cites law violators, responds to citizen calls for service, conducts preliminary crime investigations, preserves evidence, and prepares reports. The Patrol Section aids lost persons, cares for found property, and reports hazards.
- **Plains Section** – This section safeguards the eastern, rural communities of unincorporated Adams County against crime and hazardous conditions. The Plains Section represses crime through visible uniformed patrol, arrests and cites law violators, responds to citizen calls for service, conducts preliminary crime investigations, preserves evidence, and prepares reports. The Plains Section aids lost persons, cares for found property, and reports hazards.
- **Traffic Safety And DUI Section** – This section enforces the laws governing traffic safety and DUIs in the unincorporated areas of Adams County. Their goal is safer streets for everyone through effective, fair, and consistent enforcement. Contributing to this effort is the increased versatility afforded with the Sheriff's Motorcycle Unit.
- **S.W.A.T. Team** – The S.W.A.T. Team serves high risk warrants and responds to in progress calls where the propensity for violence is escalated. The S.W.A.T. Team utilizes best practice tactics and equipment in order to increase the overall safety of the citizens in Adams County. The S.W.A.T. Team conducts training for new deputies joining the Patrol Section as well as those in the Adams County Sheriff's Office Academy. The S.W.A.T. Team is a specialized unit comprised of employees whose primary assignments are in other areas throughout the Agency.
- **Bomb Squad** – The Bomb Squad responds to and handles dangerous devices and materials within Adams County. The Bomb Squad is a specialized unit comprised of employees whose primary assignments are in other areas throughout the Agency.
- **Field Training Unit** – The Field Training Unit is responsible for mentoring and training new deputies joining the Patrol Division. The Field Training Unit also facilitates firearm training, arrest control training, Taser recertification and monthly Platoon training within the Patrol Division. Field Training Officers perform this duty in addition to their regular assignment.
- **K-9 Unit** – The canine Police Service Dog program was established to augment law enforcement services to the community. Trained teams of handlers and canines are used to supplement law enforcement operations to locate individuals, contraband and to apprehend criminal offenders. All K9 teams are considered “dual purpose” which means they perform patrol and narcotics detection.
- **Mobile Field Force Team** – The Mobile Field Force Team (MFFT) is trained and equipped to respond to large or small riots and/or disturbances. The MFFT also assists

other specialty units when requested for additional manpower. The MFFT performs this duty in addition to their regular assignment.

- **Chaplains Unit** – This unit provides emotional and spiritual support to employees and family members.
- **Administrative Support Unit** – This unit provides administrative and clerical support to the Patrol Division.

**DETECTIVE DIVISION:** The Adams County Detective Division consists of the following sections and units:

- **Case Carrying Detectives** – The case carrying detectives are assigned Part 1 and 2 crimes as related to the National Uniform Crime Reporting. Part 1 crimes encompass homicides, sexual assault, robbery, aggravated assault, burglary, theft and arson. Part 2 crimes are all other violations contained within the Colorado Revised Statutes. The detectives are responsible for maintaining current training, completing extraditions, and providing on-going expertise in the form of instruction and training in the academy as well as to certified deputies.
- **Critical Incident Team** – A portion of the case carrying detectives also serve on the Adams County Critical Incident Team that investigates officer-involved shootings and sensitive cases brought forward by the sheriff or police chiefs within Adams County, Colorado.
- **North Metro Drug Task Force** – The Drug Task Force is comprised of personnel from multiple law enforcement agencies in Adams County, Colorado. The task force investigates drug related crime in Adams County and is governed by a board comprised of the sheriff and participating city police chiefs.
- **Metro Auto Theft Task Force** – The Metro Auto Theft Task Force is comprised of personnel from several metro area law enforcement agencies. The task force investigates auto theft activity throughout the metropolitan region and is governed by a board comprised of the Sheriff and participating city police chiefs.
- **Rocky Mountain Regional Computer Forensics Lab** – The RMRCFL, a regional asset operated by the Federal Bureau of Investigations is comprised of investigators from several area law enforcement agencies and conducts forensic examinations of digital evidence for law enforcement agencies in the Rocky Mountain region.
- **Crime Lab and Property Evidence Section** – The Crime Lab Technicians process crime scenes and identify, document, collect, and preserve evidence (this also includes participation in the Adams County Critical Incident Team). The Crime Lab Technicians are also responsible for the scientific examination of collected evidence; teach in the Sheriff's Office P.O.S.T. academy, and conducts in-house training for the patrol division. The Property Evidence Technicians catalog and store evidence for all criminal and non-criminal cases and investigate found property cases. The Property Evidence Technicians also process items of evidence for final disposition to include contacting victims for the return of property, sending items to auction and destruction/disposal of evidence.
- **DNA Analyst** – The DNA Analyst is responsible for the scientific processing of DNA evidence in persons and property crime cases. The DNA Analyst also conducts training in the P.O.S.T. academy, in house, and for the Colorado Bureau of Investigation. Currently the DNA Analyst is based out of CBI with an inter-governmental agreement

that stipulates the Sheriff's Office DNA Analyst will assist in training CBI personnel in exchange for the use of CBI's facilities.

- **Victim Advocate** – The Victim Assistance Unit (VSU) responds to the needs of victims impacted by criminal/critical incidents 24 hours a day, 7 days a week, and 365 days a year. The primary focus of the VSU is to educate victims of crime about their rights per the Colorado Revised Statute, as well as provide emotional support, explain the criminal justice process, and offer resources/referrals to appropriate community support services. These services are completed both on-scene and through follow-up interventions. In addition to direct victim services, the unit manages a dynamic volunteer program, coordinates prevention and education community events, and directs various levels of training programs for victim advocates.
- **Crime Analysis** – Adams County employs a full-time crime analyst who is a member of the Colorado Crime Analysis Association (CCCA) & the International Association of Law Enforcement Intelligence Analysts (IALEIA). The crime analyst provides timely, accurate, tactical, strategic, and administrative analysis of data relating to crime in support of our agency's strategic goals and community policing efforts.
- **Administrative Support Unit** – This unit provides a variety of word processing and administrative support for the Detective Division. The Administrative Support Unit handles runaway case follow-up, oversees impounds, tracks pawn slips, and registers sex offenders living in unincorporated Adams County.

**PROFESSIONAL STANDARDS DIVISION:** The Adams County Professional Standards Division consists of the following sections and units:

- **Community Connections Team** – This unit assists the citizens of Adams County in a variety of crime prevention programs, such as Neighborhood Watch, Operation Identification, Watch Your Car, and Crime Prevention Through Environmental Design (CPTED). The Community Connection Team administers the Citizens Academy Program to familiarize the citizens of Adams County with the Sheriff's Office by providing a "hands on" experience, including driving. This Unit also administers a Youth Academy to familiarize the youth of Adams County with the Sheriff's Office by providing "hands on experience" to include crime scene investigation, gangs, and many other areas that interest the youth of Adams County. This unit is a liaison between the community and the Sheriff; they organize neighborhood meetings, and participate in and organize most community events that involve the Sheriff's Office, such as "Operation Freebird", "Every Fifteen Minutes," and "9-5, along with the Adams County Education Consortium".
- **Internal Affairs** – This unit is responsible for ensuring the ethics and integrity of the Sheriff's employees by investigating officer conduct, particularly citizen complaints of officer misconduct. The Internal Affairs Unit is in constant communication with the County Attorney's Office for release of certain records for employees that are subpoenaed for any court event, civil or criminal in nature.
- **Concealed Handgun Permit Unit**–This unit is responsible for issuing and controlling concealed handgun permits to the citizens of Adams County. This unit is guided by Colorado Revised Statutes, as Colorado is a "Shall issue" state. The CHP reviews and monitors paperwork related to the issuance of federally regulated gun accessories and sales.

- **Public Information Officer**—The Public Information Officer (PIO), is responsible for ensuring that information about occurrences within Adams County, and information that is required by law to be released, is released to the citizens in a timely manner. The PIO is available as a spokesperson for the Sheriff's Office. The PIO is also responsible for maintaining and contributing to the Sheriff's Social Media sites.
- **Administrative Support** – Administrative support includes a variety of administrative and clerical tasks such as first point of contact customer service, Intergovernmental Agreements, budget issues, and other issues as assigned.
- **Training Unit**—This unit plans and implements all training curricula at the Adams County Sheriff's Office. The Training Unit coordinates with the other divisions to ensure employees receive all required training and certifications as required for their assignments. The Training Unit is responsible for the operations of the Adams County Sheriff's Office Law Enforcement Training Academy as well as the skills for the Aims Community College academy. This unit also trains Adams County Sheriff's Office commissioned personnel in the use of firearms, laws governing the use of force with firearms, decisional situations, shotgun and rifle, handgun retention, and shooting skills. The Training Unit verifies commissioned employees' skills quarterly; inspects and repairs all weapons used for law enforcement purposes; and maintains the training facility.
- **FLATROCK Regional Training Center** – This facility is a law enforcement training center offering an emergency vehicle operation center with a driving track, driving skills pad, two firearm ranges, force simulator room, defensive tactics building (cross-fit equipped) and two 40 person classrooms. It is also the location of the Sheriff's Office academy. FLATROCK is utilized by many local, state and federal law enforcement agencies.

*Note: The Civil Section was recently relocated from the Administrative Services Division to the Jail Division so it was not evaluated in the 2014/15 Jail Staffing Study. As a result, it has been included in this study for evaluation.*

- **Civil Section** – This section serves criminal and civil warrants, writs, summons, mandates, and other legal documents as provided by the civil and criminal courts of Adams County and other jurisdictions. This section also provides for and conducts all Sheriff's sales, evictions, foreclosures, and orders of possession per court order.

**ADMINISTRATIVE SERVICES DIVISION:** The Adams County Administrative Services Division consists of the following sections and units:

- **Organizational Development (OD) and General Administration** – The Administrative Services Division provides Agency-wide OD and general administrative support in the areas of strategic planning; goal setting; monitoring and tracking of progress toward the completion of Agency-wide initiatives; internal communications; and overall change management. The Administrative Services Director provides consultation to leadership related to major employee relations issues; discrimination and sexual harassment investigations; and employment-related policy development and interpretation.
- **Finance Section** – The Finance section oversees the budgetary, purchasing, grant administration, and accounting functions within the Adams County Sheriff's Office.

Finance conducts RFP and bid processes, issues purchase orders, processes payment of invoices, administers invoicing/accounts receivable and oversees the cash receipting across the Sheriff's Office. Finance is also responsible for the issuance and inventory of Sheriff's Office equipment and uniform items. Jail Accounting conducts inmate accounting functions in the Jail including intake and tracking money from booking, collecting fees and charges for services while in custody and maintaining commissary accounts.

- **Human Resources (HR) Section** – The HR section provides all aspects of human resources support to the Sheriff's Office including conducting internal and external recruitment and selection processes for all Sheriff's Office positions as well as conducting comprehensive background investigations on selected candidates to make recommendations for hiring. Additionally, HR administers JDE, an automated time-keeping system and the associated payroll process; administers Halogen, an automated performance appraisal system software; serves as the benefit liaison between employees and the County; provides new employee on-boarding, and ongoing information related to all employee benefits; administer and monitor employee leaves related to workers' compensation and temporary restricted duty; and coordinate leadership training for new and potential supervisors as well as ongoing compliance training related to HR polices and laws.
- **Information Technology Section** – The IT Section develops, manages, and supports the technology infrastructure and innovative solutions for the Adams County Sheriff's Office. The IT Section supports a wide range of law enforcement specific technologies as well as industry standard solutions. The department manages a physical and virtual server infrastructure and provides database management and reporting for Jail and Records support. The IT Section supports, implements, and manages security solutions in accordance with requirements as set by the FBI CJIS Security Policy. The section also researches, develops, implements, and supports Internet based services such as a public website, scheduling, inmate search, crime statistics, online payments, and forms submissions. The IT Section also provides computer, laptop, tablet and mobile support for up to 600 end users across six physical locations.
- **Records Section** – The Administrative Services Division Records Section is comprised of the following four units.
  - The Records Unit is a 24/7 Unit is responsible for performing a variety of criminal justice related information management duties consistent with established procedures, statutes, and regulations. Problem solving in a dynamic environment is an activity representative of this occupational group.
  - The Extradition Unit is responsible for auditing and maintaining accurate and up-to-date records of active adult, on hold, juvenile, detainers, and mittimus warrants. Staff must arrange extradition travel for fugitive inmates while complying with all statutory requirements.
  - The Warrants Unit is responsible for the accurate, complete, and timely entry of all misdemeanor and felony warrants issued from the Adams County Combined Courts. Auditing of thousands of warrants on a day-to-day basis is required to assure the correct defendant is arrested.
  - The NIBRS Unit (National Incident Based Reporting System) is responsible for reviewing all criminal justice reports for the Sheriff's Office to assure all requirements

are met and submitted to the Colorado Bureau of Investigations on a monthly basis. All this information is available to the public each year utilizing the CBI Crime in Colorado publication.

### **Approaches to Measure Utilization and Productivity:**

The County is open to alternative approaches to measure utilization and productivity, but is interested in evaluation of the following items:

- Staffing count and mix for each division based on key demographics including population served, anticipated growth, miles patrolled, current and future anticipated demands for service, and alignment with Agency's mission and vision;
- Comparison of existing staffing levels, including command staff, with similarly sized law enforcement agencies in the surrounding area;
- The validity of the correlation between police resourcing in terms of both per capita staffing and spending to crime occurrence;
- The validity of the correlation between community-based policing efforts and crime occurrence;
- Adams County's historical police productivity in terms of crimes per law enforcement FTE;
- Historical County budgetary resources allocated to the Sheriff's Office as a percentage of organizational general fund spending;
- Resource allocation, including annual available on-duty hours and percentage of on-duty hours available taking into consideration all types of leave (vacation, sick leave, FMLA, STD, LTD, etc.) and necessary coverage to meet required staffing levels in all divisions;
- Recommendations for optimal percentage of patrol time spent on calls and response time;
- Measurement of response time, call volume and average time per service call to forecast estimates for demand in patrol field operations in comparison to actual available resources.

These efforts will result in the deliverable of recommendations for staff utilization, including total staff deployment, staffing (position) mix, and divisional organizational structures in a manner that both maintains employee and citizen safety and accomplishes an outstanding level of efficiency and organizational performance. This will include a review of the current classification system for staffing in the Patrol, Detective, Professional Standards and Administrative Services Divisions and recommendations for an efficient classification system.

***Recommendations for staffing should include analysis and application of relief factors.***

The recommendation for Adams County law enforcement staffing and productivity levels should be evaluated and justified in an objective manner, providing evaluation and evidence of success in other communities when possible.

Any opportunities for technology or equipment improvement, or utilization of other resources should be incorporated into each of the deliverables. All recommendations for staffing, procedural or resource changes will include a detailed estimate of financial impacts and alternatives.

**Submittals/Response Content and Format:**

1. Responses will address all of the content delineated in the scope of work.
2. Responses will present a project plan with specific deliverables and milestones and dates of delivery for each.
3. Responses will include project budgets for each of the divisional analyses and a combined project budget including estimated project hours for each division.
4. Describe how the team will accomplish the work in an effective and timely manner. Include information regarding:
  - 4.1.1. Philosophy, approach and specific awareness of the issues, problems, and opportunities.
  - 4.1.2. Management approach to insure effective coordination with the County.
  - 4.1.3. General organization of the Contractor for this project, including the responsibilities of key individuals.
  - 4.1.4. Scheduling for project's main tasks and activities.
  - 4.1.5. Technical expertise and quality control systems.
5. Describe the capacity of the consulting firm to do the work. Identify the percentage of time that the key individuals of the team are committed to the project.
6. Hourly Billing Rates of personnel.
7. Consultant shall submit the cost of services with the proposal. A total lump sum fee shall be submitted for the entire RFP.
8. The proposal submittal is not intended to be an expensive, elaborate document. It should be well composed for simplicity and ease of understanding.

**Evaluation Criteria:**

Responses will be evaluated on the following criteria:

1. Previous experience and success in developing public safety staffing models, organizational redesign and process improvement;
2. Staff assigned to the project, including experience and expertise in the project area;
3. Project plan;
4. Cost; and
5. Quality and content of proposal.

## **Submittal Checklist**

- Response to RFP
- W-9 and Vendor Information Form
- Contractor's Certification of Compliance
- Proposal Form
- References
- 1 paper copy
- One CD of submitted proposal in a single PDF document



**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



**PROPOSAL FORM 2016 430**

**STAFFING REQUIREMENTS ANALYSIS OF SHERIFF'S OFFICE**

**VENDOR'S STATEMENT**

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

\_\_\_\_\_ \$ \_\_\_\_\_  
 Written Amount Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # \_\_\_\_\_ Addenda # \_\_\_\_\_  
 If None, Please write NONE.

_____	_____
Company Name	Date
_____	_____
Address	Signature
_____	_____
City, State, Zip Code	Printed Name
_____	_____
County	Title
_____	_____
Telephone	Fax
_____	_____
E-mail Address	_____

## EXHIBIT A

### SAMPLE OF PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and WINNER123, located at ADDRESS123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

#### 1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP xxx and the Contractor's response to the RFP xxx attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

2. **RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

#### 3. TERM:

- 3.1. **Term of Agreement:** The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. **Extension Option:** The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one-year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:

## EXHIBIT A

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

**5. INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent Contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

**6. NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. The County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**7. INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

**8. INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

## EXHIBIT A

- 8.1.1. Each Occurrence: \$1,000,000
- 8.1.2. General Aggregate: \$2,000,000
- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. The County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include The County as an "additional insured" and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required

## EXHIBIT A

under this Agreement.

### 9. TERMINATION:

- 9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

### 10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or

EXHIBIT A

audit by authorized Federal, State, or County personnel.

- 10.5. Assign Ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) Immediately upon hand delivery; or (3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (department name)

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

Department: Adams County Purchasing

Contact:

Address: 4430 South Adams County Parkway, C4000A

City, State, Zip: Brighton, Colorado 80601

Phone:

E-mail:

Department: Adams County Attorney's Office

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

E-mail:

Contractor: Winner123

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

## EXHIBIT A

- 10.9. **Integration of Understanding:** This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 10.10. **Severability:** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. **Authorization:** Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

### **11. CHANGE ORDERS OR EXTENSIONS:**

- 11.1. **Change Orders:** The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. **Extensions:** The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

### **12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.



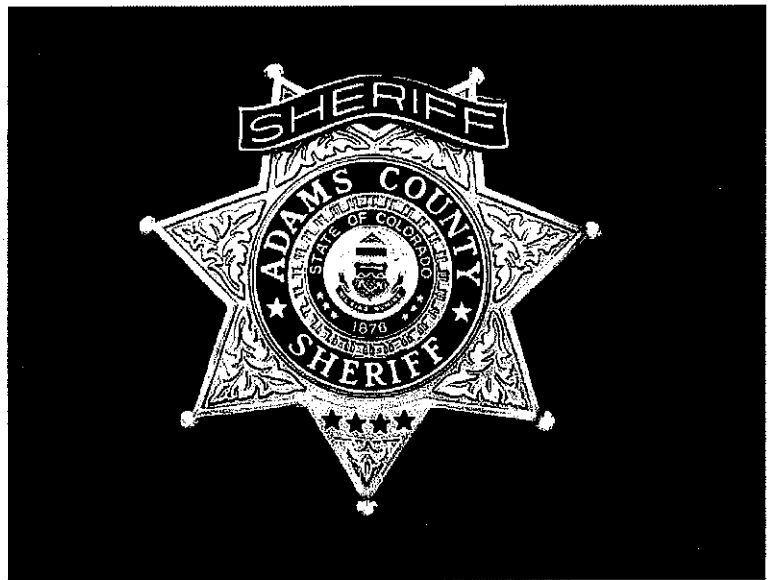
## EXHIBIT A

- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If the Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.



ALEXANDER WEISS  
CONSULTING

# ADAMS COUNTY SHERIFF'S OFFICE STAFFING REQUIREMENTS ANALYSIS



**Submitted by:**

**Alexander Weiss Consulting, LLC**  
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Evanston IL, 60201

**May 30, 2016**

**Phone: 847-332-1160**

**ALEXANDERWEISSCONSULTING.COM**

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## ADAMS COUNTY SHERIFF'S OFFICE STAFFING REQUIREMENTS ANALYSIS

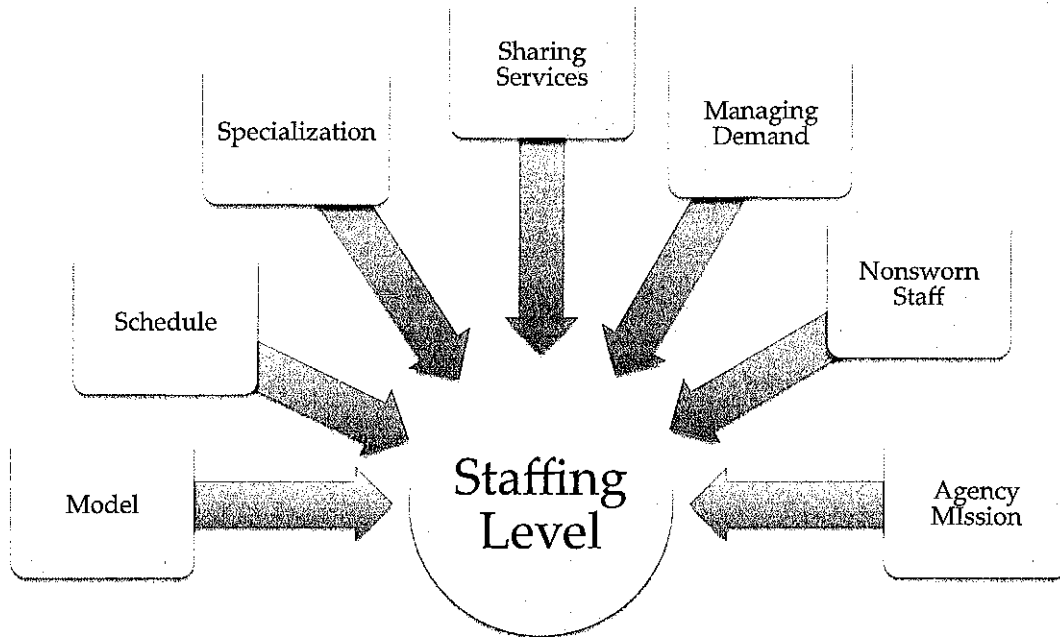
### Introduction

Adams County Colorado has requested the services of a consultant to independently examine the Adams County Sheriff's Office. **Alexander Weiss Consulting, LLC** is pleased to offer our proposal to conduct the study. We have assembled an extraordinary team of experts in police staffing and organization, and how communities can effectively and efficiently provide law enforcement services.

### A Framework for Understanding Police Staffing

In the face of increasing costs and shrinking revenues, many units of government are asking how many police officers are required to ensure public safety. Put another way, what number of officers would help an agency most cost-effectively meet the demands placed on it? This is a fundamentally different question than how many officers does a community want or can a community support. Yet answering the need question effectively frames a discussion about *want and affordability*.

Most of us are familiar with staffing models and methodologies—they are a key component of determining how many officers an agency needs, but we would suggest that these models are only a part of a much larger analytical framework, and reaching an informed decision on the number of officers a community needs is a complex undertaking. I have illustrated this framework below.



Many agencies use some form of **deployment model** to allocate resources. These models, however, have some limitations:

- Many of these models are very complex, require lots of data, and are based on problematic underlying assumptions. For example, some models require users to specify a “patrol interval”, or how frequently a patrol car should patrol a given location. When you ask citizens how frequently they would like to see a police car patrol their street they often suggest something like 30 minutes. To meet this objective would require significantly increasing (sometimes 10 or 20 fold) the size of the department. Ironically, frequent neighborhood patrol may lead residents to believe that the neighborhood is dangerous.
- The data used in these models is often troublesome. Most of these models use “calls for service data” but every CAD system defines that differently. Disaggregating citizen-generated calls from other types of calls is very tricky.
- Workload based models don't work very well during off-peak hours, or in places with relatively few calls for service. Estimating staffing on midnight shifts, for example, can be problematic.

**Work schedules** are a critical component of resource allocation, but often they are treated as though they are not related. For example, a recent RFP from a police department wanted to know how many officers they “needed”. They

indicated, however, that changing the work schedule (no matter how inefficient) was not an option. Another common phenomena is that agencies adopt work schedules in order to motivate or reward officer performance. While we can appreciate the desire to motivate performance this way, it should not reduce the agency's capacity to deploy efficiently. Most agencies, we believe, develop a work schedule based on the number of officers that they *have* rather than what they *need*.

Many agencies use **specialized units**, and this may impact deployment. Among the problems are:

- When vacancies occur in specialized units they are typically filled by officers assigned to patrol, even when the patrol division may be understaffed
- It can be difficult in some agencies to reassign officers in special units back to patrol
- If left unchecked specialized units may deploy resources in a manner that does not support patrol operations. For example, one agency we recently studied has 1000 sworn officers and about 150 officers are assigned to investigations or special operations. All but 8 of those 150 officers work Monday through Friday, 0800 to 1600.

Policing in the United States is decentralized and fragmented. In recent years there has been considerably more discussion about **sharing services**, either through consolidation, merger, or contracting. These approaches are highly controversial, but provide extraordinary opportunity to reduce duplication of services, provide more career opportunities for officers and in many cases improve the quality of service delivery.

Much of the discussion about police deployment revolves around the supply side of the equation. Many agencies are finding much can be done to **manage demand**:

- For many years communities have sought ways to better manage the call intake process. Such efforts led to development of 311 as a number for nonemergency calls. The Baltimore Police Department was one of the first to adopt a 311 system. In the first year of the program, the department experienced a 25-percent reduction in 911 calls, with those in the lowest priority category dropping 99.7 percent.
- The Colorado Springs Police Department will not send an officer for

- Traffic accidents with no injuries, vehicles that can be driven from the scene, and with each vehicle incurring less than \$1,000 in damage
- Found property that does not pose a health or safety risk, and is not evidence in a crime
- Offences that are not in progress and for which there is no evidence or suspect information (e.g., shoplifting)
- Medical calls not requiring police intervention
- Each month the Portland Telephone Reporting Unit handles approximately 3,700 calls, 11 percent of the police call load, and writes 1,800 reports, 17 percent of all reports written by the police bureau.
- Many communities have adopted new approaches to how they respond to alarms and minor traffic crashes.

Agencies must closely examine their use of **non-sworn staff**. Many departments continue to use sworn officers to perform tasks that could and should be performed by non-sworn staff. Evidence suggests that:

- Increasing non-sworn staff frees up time for sworn officers to do community policing and other tasks
- Non-sworn staff often have skills more appropriate for the immediate task
- The cost of non-sworn personnel is typically less than that of sworn personnel.

Finally, it seems obvious, but every staffing study should include a discussion about **what the agency hopes to accomplish**. That is, if we are going to free up officer time by using on-line reporting, then what do we want the officers to do with that time. Put another way we should always ask five core questions:

- What does the department do?
- What does it want to accomplish?
- How does it do it?
- Are there better ways to do what they do now?
- How many people are needed to accomplish its mission?

### **Project Objectives**

Our approach to the study of police staffing rests on three key elements. First, we carefully examine data. We believe that it is critical to look at information about every service unit. We will examine data about citizen-initiated calls for service, department initiated activities, and administrative activities. We will look closely

at geographic and temporal allocation, and examine work schedules to test how they affect staffing.

Second, we place great emphasis on using performance objectives in staffing. It is a relatively straightforward process to build a staffing model based on calls for service, but most communities want public safety personnel to do more than simply answer calls for service. Our staffing model will reflect community expectations about the use of discretionary time.

Finally, our approach includes a great deal of discussion with the people doing the work. While we can learn a lot from looking at data, it is critical to understand the department's members and how they view their job.

Our study of staffing will examine a number of key questions including:

- Is the department staffed and organized to perform its core mission?
- Do the agency structures support concepts of unity of command, and span of control?
- Are lines of authority and responsibility well defined?
- Is authority temporally or spatially focused? Do senior managers have sufficient authority and accountability?
- What is the mix of sworn and non-sworn positions? Are sworn personnel occupying positions that could be performed more efficiently or effectively by non-sworn personnel?
- What is the degree of functional specialization and how does that influence performance?
- What is the relationship between patrol and other uniformed service units?
- To what extent, if any, do employee labor agreements affect the ability to effectively and efficiently manage resources?
- Does the organizational structure impede effective internal communication?

### **Technical Approach**

To conduct an analysis and provide recommendations on a project of this scope, it is important that the consultant work closely with the organization. Our extensive experience in these kinds of engagements makes us confident in our abilities to provide a report that will be informative and useful.



## *Patrol Staffing*

Our methodology for patrol staffing is based on a six-step procedure.<sup>1</sup>

1. Examine the distribution of calls for service by hour of day, day of week, and month. Calls for service can differ by hour of the day, day of the week, and month of the year. Peak call times can also differ by geographic command. Knowing when peak call times occur can help agencies determine when they must have their highest levels of staff on duty. Temporal allocation is often affected by shift change. That is, in order to avoid assigning officers to calls that will cause them to work overtime, some agencies hold calls in queue. As a result, oncoming officers may start their shift with several assignments waiting.
2. Examine the nature of calls. Reviewing the nature of calls can help in better understanding the work that officers are doing. Very often this analysis reveals categories of calls that could be better handled by alternative means. Many communities, for example, have significantly reduced response to false alarms by requiring that the alarm provider verify the alarm before officers are dispatched.
3. Estimate the time consumed on calls for service. Determining how long a call takes, from receipt to final paper work, is key to determining the number of officers needed for a shift. An important element of our time analysis is the amount of time that calls for service wait in queue before being dispatched. This can be an important indicator of officer availability.
4. Calculate the shift-relief factor. The shift-relief factor shows the relationship between the maximum number of days that an officer can and actually works. Knowing the relief factor is necessary to estimating the number of officers that should be assigned to a shift in order to ensure that the appropriate number is working each day.
5. Establish performance objectives. This encompasses determining what fraction of an officer's shift should be devoted to citizen-generated calls for service and what portion to other activities. For example, an agency

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<sup>1</sup> A PERFORMANCE-BASED APPROACH TO POLICE STAFFING AND ALLOCATION  
Jeremy M. Wilson and Alexander Weiss. US Department of Justice, Office of Community  
Oriented Policing Services, 2012.

might build a staffing model in which officers spend 50 percent of their shift on citizen-generated calls and 50 percent on discretionary activities. Because the performance objective is really community driven we will provide staffing estimates at various levels of discretionary time.

6. Provide staffing estimates. Staffing needs will, as noted earlier, vary by time of day, day of week, and month of year, among other variables. These numbers may also vary by the type of calls, and the time and officers they require, in each shift. For example, an agency may assign two officers to each unit in its evening shift, affecting the number of officers needed for units to respond to calls. Another agency may use alternative response methods (e.g., sending a unit during some shifts, but requesting citizens file a report in person at a station during others).

The following table illustrates how this methodology is used in practice. We observe staffing estimates for one district in a department with eight districts.

1	2	3	4	5	6	7	8	9	10
D1 44%									
Shift	CFS	ADJ CFS	Total	Time (Hours)	Units Req.	50% Ob.	X1.63	33% Ob.	X1.63
2300- 0700	7448	3277	10725	8043	2.75	5.5	9	8.25	14
0700- 1500	11446	5036	16482	12362	4.23	8.5	14	12.69	21
1500- 2300	12377	5446	17823	13367	4.58	9.2	15	13.74	23
							39		59

For this district we have identified the percentage of district calls that were high priority calls. In our model we assume that those calls require a two-officer response. In the first column we have divided the day into three 8-hour shifts. You will note the number of calls during each shift in column 2. In the third column we make the backup unit adjustments (adding the appropriate percentage of calls). Column 4, which includes the backup unit adjustment, is the basis for our analysis. In Column 5 we estimate the total time consumed on calls (in hours) by shift. This is based on the assumption that calls take 45 minutes (.75 Hours). In the next column we identify the number of units required to handle

these calls if a unit worked every day and 365 days per year. This calculation is based on the total time consumed divided by 2920, the number of hours that an officer would work if they worked an 8 hour shift every day. **The unit value (Column 6) is the number of officers that should be on duty if they only answered calls for their entire shift, and if they worked every day.** In column 7 we multiply the unit value times two. This shows how many officers should be on duty to provide 50% available time.

In column 8 we multiply the required units times the appropriate relief factor. This tells us the number to assign to the shift in order to ensure that the appropriate number of units were on duty.

In column 9 we identify the number of officers required to be on duty if officers were to spend 33 percent of their time on calls for service and 66 percent on discretionary activities, and in column 10 we multiply that value times the relief factor. We can use alternative models to reflect varying proportions of time committed to calls for service.

This analysis is data-intensive. In order to perform our analyses we will require the following data for each division:

- Citizen-generated calls for service for at least one year to include:
  - Nature of call
  - Time of receipt
  - Time of dispatch
  - Time of arrival
  - Time the last unit clears
  - Geographic unit of call
- Benefit time data for officers in patrol to include:
  - Regular days off
  - Vacation
  - Holiday
  - Sick Leave
  - Personal days
  - Injury leave
  - FMLA
  - Comp time taken
  - Training<sup>2</sup>

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<sup>2</sup> Ideally, we would like to have a year's data of the actual time taken for each officer; however, we can also work with the benefit package available for employees.

*One of the key advantages to this approach is that once an agency has reliably identified the calls for service that are citizen-initiated, they can apply this methodology regularly with relative ease.*

After completing our estimates of patrol staffing we will examine the current beat design. In an ideal setting an agency will:

1. Equalize workload across all beats
2. Maintain efficient routes of travel within the beat
3. Minimize natural barriers within each beat
4. Minimize the dividing of neighborhoods between beats.

We will test to see the extent to which the current beat structure meets those criteria, and make recommendations to resolve deficiencies.

#### *Investigative Unit Staffing*

One of the key challenges that law enforcement agencies face is how to allocate scarce resources. This is particularly true in the case of investigations. Most agencies do not have enough capacity to conduct complete investigations for all of the crimes reported to their agencies. This circumstance is compounded because of three factors:

- Some incidents are of a nature such that they require follow-up investigation even when there is little chance that the case will ultimately be solved,
- Some incidents could be relatively easily solved, but the resources required to conduct the investigation are assigned elsewhere,
- There are incidents that, even with a significant effort, are unlikely to be solved.

Our analysis of investigative operations will focus on the following areas:

- Management and Human Capital
- Overtime
- Scheduling
- Equipment, Facilities, and Supplies
- Policies and Procedures
- Case Management
- Intra- and Extra-Departmental Partnerships and Relationships

- Community and Victim Relationships and Outreach
- Forensics Issues for Investigators

With respect to the use of resources, we examine three issues:

- How does ACSO assign cases for follow-up?
- How does ACSO ensure accountability and performance for investigations and investigators?
- How does the investigations division contribute to the implementation of ACSO crime control strategy?

After we have completed our work in investigations we will conduct similar analyses for other support units including traffic, communications, jail, etc.

### *Community Expectations*

As part of our evaluation, it will be important to gauge public opinion about the police department. Therefore, we will conduct 6-8 focus groups with community and business leaders, members of neighborhood watch/associations and/or other community stakeholders, and residents. This has been an effective approach we have used in other evaluations conducted in Louisville, Kentucky; Holland, Michigan; Traverse City, Michigan; Dona Ana County, NM and Delaware, Ohio. We will use several strategies to generate a list of key informants to request participation. This will include relying on suggestions from our community contacts and the department.

Although each focus group will be open-ended and we will explore the issues that are of primary concern among the participants, the results will allow us to assess opinions about the police on three critical dimensions. First, we will discuss citizen interactions with the police and the use/reliance on various police services. Topics that will be explored include the frequency of calling for police service, reporting of crimes, other types of information requested, working with officers on problem-solving issues, and officer-initiated contacts.

Second, we will discuss overall satisfaction with the police and identify the strengths and weaknesses that are highlighted. We will explore satisfaction with crime prevention and responses to crime, responses to crime victims, maintaining neighborhood safety, and honesty and friendliness. Third, we will discuss their impressions of the level of various services provided. Here we will

explore whether the number and types of services provided are consistent with community needs and wants.

### **Project Team Qualifications**

For this engagement we have assembled a highly skilled team including:

- **Alexander Weiss**
- **Ronal Serpas**
- **Steven Chermak**

*Dr. Alexander Weiss* (PhD, Northwestern University) has over thirty years experience as a public safety practitioner, researcher, trainer, and consultant. For nine years he was director of the Northwestern University Center for Public Safety and Professor of Management and Strategy at the J.L. Kellogg Graduate School of Management at Northwestern. He currently is adjunct professor of criminal justice at Michigan State University.

Prior to his appointment at Northwestern, Alex was a member of the faculty of the department of criminal justice at Indiana University, Bloomington. During that time he also served as a senior advisor to the Indianapolis Police Department. Dr. Weiss has twelve years of experience with law enforcement agencies in Colorado. During his tenure with the Colorado Springs Police Department he served as a field supervisor and directed the then newly created operations analysis unit.

Dr. Weiss is the co-author (with Dr. Jeremy Wilson) of *A Performance-Based Approach to Police Staffing and Allocation*, published by the COPS Office, US Department of Justice.

Dr. Weiss has conducted staffing analyses for a number of small, medium and large communities including:

- Indianapolis Police
- Peoria, Illinois Police
- Cook County, Illinois Sheriff's Police
- Delaware, Ohio Police
- Rockford, Illinois Police
- Holland, Michigan Police
- Chicago, Illinois Police

- Traverse City, Michigan Police
- Lansing, Michigan Police
- University of Notre Dame Police
- Evanston, Illinois Police
- Schaumburg, Illinois Police
- Buffalo Grove, Illinois Police
- Chicago METRA Railroad Police
- New Orleans, Louisiana Police
- Louisville Metro Police
- Grand Rapids Police
- Seattle Police
- Denver Sheriff
- Albuquerque Police
- Dona Ana County, New Mexico Sheriff
- Joliet, Illinois Police

*Dr. Ronal Serpas* was a career police officer from 1980 to 2014, serving in three police agencies. He served as the Superintendent of Police, New Orleans Police Department from May 2010 until he in August 2014; as the Chief of Police of the Metropolitan Nashville Police Department from 2004 until May 2010; and was appointed as the 19th Chief of the Washington State Patrol in August 2001 and served until January 2004. Serpas began his police career in June 1980 with the New Orleans Police Department rising through all ranked positions and was appointed Assistant Superintendent of Police and the first Chief of Operations in October 1996, charged with implementing the COMPSTAT model in the New Orleans Police Department.

Dr. Serpas joined the Loyola University New Orleans Criminology and Justice Department as a Professor of Practice in August 2014. He is the founding Co-Chair of Law Enforcement Leaders to Reduce Crime and Incarceration, a project in cooperation with the NYU-School of Law Brennan Center, which unites more than 150 current and former police chiefs, federal and state chief prosecutors, and attorney's general from all 50 states to urge for a reduction in both crime and incarceration. Serpas is the Chairman of the International Association of Chiefs of Police (IACP) Community Oriented Policing Committee, a member of the National Advisory Board for Cure Violence (Chicago Cease Fire) and an Executive Fellow to the Police Foundation. Serpas also serves as a National Advisory Board Member to the ground breaking, National Institute of Justice funded, National Police Research Platform (NPRP).

Dr. Serpas participated and contributed on the national and international level of police leadership through his election as the 4th Vice President of the International Association of Chiefs of Police (IACP) in October 2011

*Dr. Steven Chermak* is a Professor in the School of Criminal Justice at Michigan State University. Professor Chermak has worked with law enforcement agencies for over twenty years in various capacities. A large part of his work has focused on police operations, and the implementation and evaluation of innovative police strategies to respond to crime and disorder problems. These studies include evaluations of various types of patrol strategies, violence and crime reduction partnerships, and organizational assessments. In addition, he has done extensive work examining police-community relationships. This work has involved understanding resident and stakeholder opinions about police agencies and police practices. He has completed numerous resident survey projects and focus groups to assess perceptions of crime and safety, expectations about the police and government services, and police visibility. Finally, he has extensively studied the media's role in relation to crime and policing issues. For example, he has examined how community policing and other innovations are presented in the news, discussed the strategies police agencies use to market innovative programs, and developed protocols for helping agencies respond effectively to high profile cases.



## References

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Steve.Conrad@louisvilleky.gov

Brian Benton, Chief  
Joliet Police Department  
(815) 724-3201  
bbenton@jolietcity.org

## **Project Schedule**

We envision that the engagement will last four months. We anticipate the following set of tasks:

1. Project kickoff meeting with key staff
2. Submit detailed work plan and schedule
3. Conduct patrol staffing analysis
4. Conduct community focus groups on police performance
5. Examine beat design
6. Provide briefing on patrol staffing estimates
7. Examine staffing for support units
8. Examine organizational design and crime control strategy
9. Finalize ACSO staffing and organizational plan
10. Submit draft final report
11. Submit final report
12. Present findings to stakeholders to be identified by the project sponsors.

## **Project Costs**

Our project budget is based on twelve months duration. The total fixed price for the engagement is \$75,000.00 to be billed in five increments:

1. \$10,000 upon project initiation
2. \$20,000 upon patrol staffing briefing
3. \$20,000 upon completion of support staff analysis
4. \$15,000 upon submission of draft final report
5. \$10,000 upon submission of final report and presentations.