



**CITY OF SOUTH PASADENA
SPECIAL JOINT MEETING OF THE CITY COUNCIL
AND THE PUBLIC SAFETY COMMISSION**

AGENDA

MONDAY, FEBRUARY 26, 2024, AT 6:00 P.M.

**AMEDEE O. "DICK" RICHARDS JR. COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CA 91030**

South Pasadena City Council Statement of Civility

As your elected governing board, we will treat each other, members of the public, and City employees with patience, civility, and courtesy as a model of the same behavior we wish to reflect in South Pasadena for the conduct of all City business and community participation. The decisions made tonight will be for the benefit of the South Pasadena community and not for personal gain.

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030.

Public participation may be made as follows:

- In Person – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City website – http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – **Webinar ID: 825 9999 2830**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to ccpubliccomment@southpasadenaca.gov.
- Via Phone – +1-669-900-6833 and entering the Zoom Meeting ID listed above.

Meeting may be viewed at:

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:
<https://us06web.zoom.us/j/82599992830> or
3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

CALL TO ORDER:	Mayor	Evelyn G. Zneimer
ROLL CALL OF CITY COUNCIL:	Mayor	Evelyn G. Zneimer
	Mayor Pro Tem	Jack Donovan
	Councilmember	Jon Primuth
	Councilmember	Michael A. Cacciotti
	Councilmember	Janet Braun
ROLL CALL OF PUBLIC SAFETY COMMISSION:	Chair	Walter Cervantes
	Vice Chair	Armondo Munoz
	Commissioner	Amin Al-Sarraf
	Commissioner	Ed Donnelly
	Commissioner	Bethesda Gee

Commissioner Marcos Holguin
Commissioner Dr. Charley Lu

PUBLIC COMMENT GUIDELINES

The City Council welcomes public input. Members of the public may comment on the agendized items only. Members of the public will have three minutes to address the City Council, however, the Mayor and City Council may adjust the time allotted, as needed.

Public Comments received in writing will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded to the City website for public viewing under Additional Documents. When submitting a public comment, please make sure to include the following:

- 1) Name (optional), and
- 2) Agenda item you are submitting public comment on.
- 3) Submit by no later than 12:00 p.m., on the day of the City Council meeting. Correspondence received after this time will be distributed the following business day.

PLEASE NOTE: The Mayor may exercise the Chair's discretion, subject to the approval of the majority of the City Council, to adjust public comment time limit to less than three minutes, as needed.

Pursuant to State law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

PUBLIC COMMENT

- 1. **PUBLIC COMMENT**
Public Comment will be limited to three minutes per speaker for the agendized items only.

ACTION/DISCUSSION

- 2. **RECEIVE AND DISCUSS THE SOUTH PASADENA POLICE DEPARTMENT ORGANIZATIONAL ASSESSMENT**

Recommendation

It is recommended that the City Council receive and discuss the South Pasadena Police Department Organizational Assessment completed by Raftelis Consultants, Inc.

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS


March 6, 2024	Regular City Council Meeting	7:00 P.M.
March 20, 2024	Regular City Council Meeting	7:00 P.M.
April 17, 2024	Regular City Council Meeting	7:00 P.M.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available online for public viewing on the City’s website:

<https://www.southpasadenaca.gov/government/city-council-meetings/2024-council-meetings>

ACCOMMODATIONS

 The City of South Pasadena wishes to make all of its public meetings accessible to the public. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230 or cityclerk@southpasadenaca.gov. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **February 26, 2024**, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City website as required by law, on the date listed below.*

02/22/2024

/S/

Date

Mark Perez, Deputy City Clerk



City Council Agenda Report

ITEM NO. 2

DATE: February 26, 2024

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Domenica K. Megerdichian, Deputy City Manager

SUBJECT: **Receive and Discuss the South Pasadena Police Department Organizational Assessment**

Recommendation

It is recommended that the City Council receive and discuss the South Pasadena Police Department Organizational Assessment completed by Raftelis Consultants, Inc.

Executive Summary

The City of South Pasadena has embarked on agency-wide department organizational assessments in a strategic effort in analyzing the current state of each department and learning of recommendations to improve upon the operations and incorporate industry best practices. The assessments are poised to identify specific and actionable priority management, resources, staffing and service to the community improvements. The City Manager's Office is working directly with each department to plan for and complete assessments across the board. Selected through a community working group, Raftelis Consultants, Inc. was engaged in early 2023 to complete the Police Department assessment, which is being remit to the City Council and Public Safety Commission at a Special Meeting tonight for review, discussion and consideration of recommendations.

Background

The City Manager's Office is working directly with each department to plan for and complete assessments across the board. To date, the Public Works Department, Finance Department, Community Services Department, and Management Services Department's Human Resources and Information Technology division assessments have been completed. The Community Development assessment is underway, as is the Transit Division assessment for Community Services, and the Fire Department will be bringing an award of contract to a consultant to the City Council in the coming weeks, completing third-party assessments agency-wide.

For all department organizational assessments, the City Manager with the City Council have provided staff the direction that the final reports provided to the City Manager and presented to City Council incorporate an assessment of staffing, resources, a review of policies and procedures, and general recommendations based on industry changes and best practices. The City Manager's Office works with each department in strategically

planning for and implementing recommendations from the assessments along with the general oversight and operational management of the agency.

The South Pasadena Police Department released a Request for Qualifications (RFQ) in December 2021 that yielded eight (8) responses; a Request for Proposals (RFP) was released in March 2022, and yielded three (3) responses. A community working group was formed to review and select the consultant to conduct the work; the group is representative of the Public Safety Commission, community members selected with the help of the Mayor's input, and the City Manager's Office. The working group includes Public Safety Commissioners Ed Donnelly and Bethesda Gee, community members William Kelly and Anne Bagasao, and Deputy City Manager Megerdichian. In reviewing the initial RFP and responses, the working group identified an opportunity to strengthen the RFP by establishing more of a community lens, incorporate more community input in the surveys and fact finding the consultant would be tasked with incorporating, as well as a more solid rating criteria by which the working group could review and determine the top consultant for the project.

The RFP identified the following areas of focus:

- To advise on an assessment of efficient Police Department services, delivery, and approaches from a lens of racial equity, and in consideration of community frameworks
- To facilitate the community engagement process with at least one forum-type community meeting and one discussion with the Public Safety Commission; to produce outreach materials including a survey developed by the consultant to be shared on the City's blog, social media accounts and City Council and Public Safety Commission meetings
- To provide technical assistance regarding emerging best practices in the development of contemporary police services and responsibilities from legal and academic research, other comparable jurisdictions, and feedback from community-based social justice entities
- To address the following assessments areas per City Council direction for all Department assessments: staffing, operations, resources, workflows and output, policy review, diversity, equity and inclusion (DEI) lens and initiatives, and overall operations recommendations.

The working group revised the RFP and released it in September 2022, and it yielded five (5) responsive bids, from which Raftelis Consultants were selected and recommended to the City Council for award of contract. The City Council awarded said contract on January 18, 2023.

Analysis

Raftelis has completed their data collection and analysis, informed by information provided through community input through surveys, one-on-one interviews, and listening sessions, as well as data provided by the Department. The report being remit and discussed tonight focuses on analysis and recommendations to deliver the Department

and its practices in service delivery to the present needs of the community, including service calls, industry trends and best practices, staffing levels, process and protocols, and improvements in service with a social justice lens and perspective.

Alternative

Considering the significant fiscal impact related to the recommendations of the consultant, City Council may wish to forward this item to the Finance Commission for further review and discussion.

Fiscal Impact

The not-to-exceed contract amount with Raftelis Consultants, Inc. was \$105,500. Implementation of recommendations will have an additional fiscal impact.

Attachments:

- 1) Raftelis Report: South Pasadena Police Department
- 2) January 18, 2023 Council Agenda Item: PD Assessment Award of Contract

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ATTACHMENT 1

Raftelis Report: South Pasadena Police Department

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CITY OF

South Pasadena

Police Department Organizational Assessment

Project Report / February 2024



February 16, 2024

Domenica Megerdichian
Deputy City Manager
City of South Pasadena
1414 Mission St.
South Pasadena, CA 91030

Subject: Police Department Organizational Assessment

Dear Ms. Megerdichian:

The City of South Pasadena (City) engaged Raftelis to conduct an organizational assessment of its Police Department. The City is to be commended for its commitment to ensuring that its Police Department operates as effectively as possible and that resources are allocated appropriately to protect the safety, health, and well-being of all members of the community.

The report includes a comprehensive assessment of the City's policing environment through administration of a community survey, conversations with the community stakeholders, and a peer community benchmarking analysis. The recommendations in this report are based on an analysis of police operational data, discussions with officers and community stakeholders, survey results, and best practices for 21st century policing. They are intended to support the City in cultivating a police force that reflects the needs and priorities of the community it serves.

Thank you for the opportunity to work with the City of South Pasadena.

Sincerely,

A handwritten signature in black ink that reads "Michelle Ferguson".

Michelle Ferguson
Executive Vice President - Organizational Excellence

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Executive Summary

Public safety services are a vital part of communities nationwide. The City of South Pasadena has a long history of being a safe place to live and the community enjoys relatively low violent crime rates. The South Pasadena Police Department (SPPD or Department) strives to maintain a high-touch service for the community while balancing growing service demands and an increasingly challenging staffing environment.

SPPD is to be commended for maintaining a culture of continuous improvement. The Department has recently initiated a number of reforms, like establishing a dedicated traffic unit in response to the high volume of calls for service and community input. It is also participating in a regional grant program to establish a mobile crisis team to respond to non-violent service calls, including persons experiencing homelessness and those experiencing a mental health crisis.

The recommendations in this report are intended to build upon these successes and equip the Department to be as successful as possible moving forward. The City contracted with Raftelis to evaluate the current state of the Department and provide recommendations that improve operational effectiveness and incorporate industry best practices. This assessment evaluated staffing levels, organizational structure, Department workload drivers, and community priorities. In order to understand the context of policing in South Pasadena, the project team conducted robust community and staff engagement. Multiple engagement methods were used to incorporate the diverse spectrum of community voices, including stakeholder interviews, in-person community input sessions with the Public Safety Commission (PSC), and an online community survey. Within the City, Raftelis conducted stakeholder interviews with Council members, City Leadership, and Department staff working across core service functions. In addition, an employee survey was conducted. The engagement efforts provided an important backdrop to the analysis and recommendations provided in the report.

The report covers a number of topics, but there are several themes that run throughout. The recommendations are intended to cultivate a Department that:

- **Engages extensively with the Community:** The Department that would be created with these recommendations has greater capacity to maintain a strong presence in the community and to proactively engage with community members from all backgrounds.
- **Makes Data-Driven Decisions:** The Department tracks, analyzes, and reports metrics to enhance transparency and accountability.
- **Maintains a Strong Foundation of Staff Support:** The Department has greater capacity for data analysis and reporting and internal accountability.
- **Proactively Recruits and Retains Staff:** The Department actively plans for future recruitments and maintains training programs and other initiatives to encourage officer retention.

The first section of the report addresses communication and engagement. In a survey and focus groups, community members generally expressed positive opinions of SPPD, but many have continued to question the Department's transparency and accountability. The Department has made significant efforts to engage with the public, but limited data collection and reporting has helped contribute to skepticism about whether the Department is being forthcoming with information for the community. The report addresses opportunities to improve community relations by enhancing communication, data collection, and reporting. The recommendations discuss industry best practices that help cultivate public trust through actions that improve accountability and transparency.

The next section discusses staffing and structural changes that would improve the Department’s ability to provide effective, efficient services. It recommends the creation of a Community Relations Officer (CRO) position to add capacity for focused, comprehensive community engagement efforts, as well as the addition of a Support Services Sergeant and a Police Clerk II to provide centralized administrative oversight and adequate capacity to address the workload volume for public records requests, parking permits, and property and evidence policies and procedures. Additionally, it recommends reclassifying one of the Police Assistant positions responsible for emergency communications to a Dispatch Supervisor position. Currently, the nine Police Assistant positions are supervised by a Lieutenant, who has limited capacity for close oversight. Creating a Dispatch Supervisor will reduce the Lieutenant’s number of direct reports and allow for the implementation of a more comprehensive quality assurance program for emergency communication and dispatch.

The Department recently invested in a new Computer-Aided Dispatch (CAD) and Records Management System (RMS). As staff continue to fully integrate the new system and build-out enhanced reporting capabilities, the project team relied on summarized calls-for-service data, personnel leave and vacancy data, crime statistics, and historical data as needed to assess patrol operations and investigative services. The Patrol Operations section identifies key metrics the Department should track within the new system. A minimum (baseline) staffing analysis was conducted utilizing this data as well as a recommended staffing analysis that factored in changes to training and community policing initiatives recommended in this report. The staffing analysis resulted in the creation of one additional patrol officer recommendation.

The final section of analysis and recommendations discusses Detective Bureau staffing. Property crimes represent the largest share of investigative services for the Department. The recommendations in this section focus on developing performance metrics and expectations for caseload assignment and clearance. It also recommends the creation of a new civilian crime analyst position, a common practice for modern policing, which leverages a specialized skill set and technological efficiency to help solve crime. This additional position also provides greater capacity for sworn detectives to address property crimes as they would no longer share crime prevention and crime analysis responsibilities.

The full list of recommendations is shown below.

Table 1: List of Report Recommendations

Item Number	Recommendation
Engagement and Transparency	
1	Develop a formal communication and engagement plan.
2	Improve data collection and reporting capabilities.
3	Revise the commissioner appointment process for the Public Safety Commission and make the meetings more accessible to the public.
4	Create an Office of Professional Standards within the Department.
Structure and Staffing	
5	Create a Community Relations Officer position.
6	Create a Support Services Sergeant position.
7	Create a civilian Police Clerk II position.
8	Centralize administrative functions to improve operational effectiveness.
9	Reclassify one Police Assistant position to a Dispatch Supervisor position.

Item Number	Recommendation
10	Create a Quality Assurance (QA) Program for emergency communications and dispatch.
11	Transfer Parking Control Officers to Field Services Division.
12	Develop a comprehensive training program.
13	Develop and implement proactive recruitment and retention strategies.
Patrol Operations	
14	Create a Patrol Sergeant position.
15	Track metrics to inform appropriate patrol staffing levels.
16	Increase patrol staffing levels to meet community expectations.
17	Evaluate the results of the Mobile Crisis Pilot Program and communicate findings to the community.
18	Set expectations for operational review, oversight, and accountability for patrol reports.
Detective Bureau	
19	Establish performance expectations for caseload management to include clearance rates based on solvability factors.
20	Create a civilian Crime Analyst position.
21	Increase sworn officer capacity to address property crime caseload.

CRITICAL PATH FOR IMPLEMENTING RECOMMENDATIONS

The recommendations included in this report will require capacity and resources to be put in place. If all the staffing recommendations contained in this report were implemented, it would result in a net increase of six FTEs, changing authorized FTEs from 54 to 60, and costing the City approximately \$800,000 per year, as illustrated in the following table.

Table 2: Staffing Recommendations with Estimated Cost Impacts¹

Recommendation	Total Estimated Cost Impact
Create a Community Relations Officer	\$119,285 - \$137,453
Create a Support Services Sergeant	\$156,732 - \$180,720
Create a Patrol Sergeant	\$156,732 - \$180,720
Create one additional Police Clerk II	\$61,783 - \$71,851
Reclassify Police Assistant to Dispatch Supervisor	\$6,504 - \$26,940
Increase patrol staffing to meet community expectations	\$119,285 - \$137,453
Create a Civilian Crime Analyst	\$95,420 - \$115,996
Total Estimated Costs per Year	\$751,741 - \$851,133

¹ Cost information was derived from personnel data provided by the Department and labor contract salary schedules.

However, it expected that the City will take a phased approach to implementing these recommendations, both to ensure appropriate resources are in place and to minimize the impact of changes on operations. The project team recommends implementing the items in this report based on priority. The highest-priority recommendations, shown in Table 3 below, address the most pressing staffing challenges and help advance the City Council priority of social justice and help the Department more effectively engage with the community. Recommendation 1 and Recommendation 5, for example, discuss opportunities to enhance communications and engagement in order to keep the Department transparent with and accountable to the community that it serves. Other recommendations address opportunities to improve data collection and reporting to help the Department identify and address any biases or blind spots in its operations.

The following figure summarizes the recommended implementation schedule for all items.

Table 3: Recommendations Summarized by Priority

Rec No.	Recommendation	Explanation
Priority 1: Recommendations that are important to accomplish without delay that may have significant operational or financial implications.		
1	Develop a formal communication and engagement plan.	As the changes in this report are implemented, a key step in maximizing their effectiveness will be to communicate changes to the public. This helps demonstrate transparency and cultivate community trust.
2	Improve data collection and reporting capabilities.	Data is an important tool for tracking effectiveness and appropriate staffing levels, and it is important for SPPD to develop a foundation for data collection in the near term so that data can inform future decisions.
15	Track metrics to inform appropriate patrol staffing levels.	
4	Create an Office of Professional Standards within the Department.	This report recommends a number of changes to staffing and operations. It will be important that the Department have dedicated capacity to ensure that changes are implemented comprehensively and with accountability. Creating an Office of Professional Standards is also an important step for demonstrating transparency and accountability to the public.
6	Create a Support Services Sergeant position.	Similarly, many of the recommendations identify for enhanced internal support, so creating this position will create capacity for directing and coordinating those efforts.
13	Develop and implement proactive recruitment and retention strategies.	A high number of vacancies are impacting operations across the Department, so implementing recruitment and retention strategies is an important short-term goal to help the Department be successful in implementing future initiatives.
14	Create a Patrol Sergeant position.	Currently, it is common practice for Corporals to act as Patrol Commanders when no Sergeant is on duty. These Corporals may be relatively inexperienced, creating risk if a serious situation occurs.
16	Increase Patrol Staffing levels to meet community expectations.	Adding patrol staffing resources will create greater capacity to implement other recommendations.
Priority 2: Recommendations that may involve some complexity or time to complete or that may be dependent on the addition of resources		
7	Create a civilian Police Clerk II position.	After the Support Services Sergeant position is created, the Department can then hire additional support for the increasing administrative workload.
8	Centralize administrative functions to improve operational effectiveness.	The hiring of the Support Services Sergeant is also an opportunity to restructure administrative support functions to maximize efficiency.
9	Reclassify one Police Assistant position to a Dispatch Supervisor position.	Creating a supervisor position in the Dispatch function creates capacity for leadership and for quality assurance (QA).
10	Create a QA Program for emergency communications and dispatch.	Once a Dispatch Supervisor position has been created, the Department can implement a QA program to ensure quality and consistency in the handling of emergency calls.

Rec No.	Recommendation	Explanation
11	Transfer Parking Control Officers to Field Services Division.	The restructuring of administrative functions is also an opportunity to relocate the Parking Control function to create more synergy between Parking and Traffic staff.
12	Develop a comprehensive training program.	Once additional positions have been hired, there will be greater capacity to develop and implement a training program that builds professional skills and helps promote retention.
17	Evaluate the results of the Mobile Crisis Pilot Program and communicate findings to the community.	After the pilot program has been completed, the Department will be in a position to evaluate its impact and make decisions on how to move forward.
18	Set expectations for operational review, oversight, and accountability for patrol reports.	After additional patrol positions have been hired, the Department will have more capacity for training and quality assurance and will be able to put more emphasis on the quality of officer reporting.
20	Create a civilian Crime Analyst position.	The Department recently invested in new data management software, and creating additional capacity for crime analysis will maximize the value of this investment, as well as increase capacity for data collection and reporting.
21	Increase sworn officer capacity to address property crime caseload.	After additional patrol officer positions have been hired, and after an additional Crime Analyst position has been hired, the Department can dedicate more capacity towards investigating property crimes.
<i>Priority 3: Recommendations that are the least urgent to complete and/or may take longer to set up or execute</i>		
3	Revise the commissioner appointment process for the Public Safety Commission and make the meetings more accessible to the public.	Revising the appointment process and timing of the meetings will help make the meetings more accessible to the entire South Pasadena community.
5	Create a Community Relations Officer position.	Many of the recommendations in the report incorporate enhanced community relations, so authorizing the Community Relations Officer position will create staff capacity for implementation.
19	Establish performance expectations for caseload management to include clearance rates based on solvability factors.	Establishing and tracking standards will help increase accountability and transparency and will also provide data to help the Department understand if staffing levels in the Detective Bureau are appropriate.

Introduction

Background and Methodology

In January 2023, the City of South Pasadena retained the services of Raftelis to conduct an organizational assessment of its Police Department. The purpose of this study was to evaluate the City's police operations to identify opportunities to optimize public safety while maximizing efficiency and effectiveness.

To accomplish this task, Raftelis conducted extensive fieldwork that involved interviews with members of the Police Department. A total of 16 Police Department staff participated in individual interviews or focus group sessions. Raftelis also analyzed background information provided by Police Department staff. A thorough review of its core functions and activities was accomplished by evaluating data on call volume and response time, Department policies, performance data, training data, and other relevant information about operations and administration. This data was analyzed using a multi-faceted analytical approach that takes into account community priorities, service expectations and goals, practical operational constraints, and data-derived issue analysis and validation.

This process has resulted in a series of staffing, administrative, and operational recommendations that are unique to South Pasadena's specific operating environment. The recommendations are intended to advance the City's commitment to social justice and ensure that the Police Department is accountable to the community and that it effectively responds to community priorities. The recommendations are designed to be specific, actionable, and in response to clearly defined risks and opportunities.

About South Pasadena

The City of South Pasadena is located in Los Angeles County, California, between the cities of Pasadena and Los Angeles. South Pasadena was incorporated in 1888, making it one of the oldest cities in the Los Angeles area. Since then, it has maintained a reputation for being a desirable place to live with an excellent housing stock, school system, and small business ecosystem. The City is also a popular location for film industry productions. It has a population of 26,314, as of the 2021 Population Estimates Program (PEP). This represents a slight decrease from the 2020 Census (population 27,001) and the population has remained relatively flat since 2010 (25,619). It is a dense city, at only 3.41 square miles and with a population of 7,903.5 residents per square mile.

The population is ethnically diverse. A total of 47% identify as White, 33% identify as Asian, and 20% identify as Hispanic or Latino. Nearly one quarter (24%) of residents are foreign-born, and 36% speak a language other than English at home. The City is relatively affluent, with a median household income of \$115,088 (compared to \$84,097 for California overall) and a poverty rate of 6% (compared to 12% for California). The City also has a high cost of living, with a median value of an owner-occupied housing unit being \$1,174,400 and median gross rent of \$1,914 compared to \$573,200 and \$1,698 for the State of California, respectively.

The City operates under a Council-Manager form of government, with five City Councilmembers elected by district. The City Council appoints the City Manager to serve as the Chief Administrative Officer of the City and ensure the policies of the Council and Mayor are effectively and efficiently executed. The City has 163 full-time and 87 part-time authorized positions as of Fiscal Year (FY) 2023. Total General Fund expenditures are budgeted at \$41.7 million in FY2023.

About the South Pasadena Police Department

The South Pasadena Police Department is responsible for enforcing the laws of the City of South Pasadena. Its functions include patrol, investigation, and parking enforcement. The Department's Mission is "to provide our community with the safest possible environment using interactive crime prevention methods, public education programs, and the equitable and professional application of the law," and its core values are Integrity, Quality of Service, Respect for People, and Work Ethic.²

STRUCTURE

The Department has 54 full-time positions generally organized into two divisions, each led by a Lieutenant and reporting to the Deputy Chief of Police. The following figure shows the Police Department's organizational structure based on FY2023 staffing levels.

² "Our Values." *City of South Pasadena Police Department*, <https://www.southpasadenaca.gov/government/departments/police/about-the-department/our-values>.

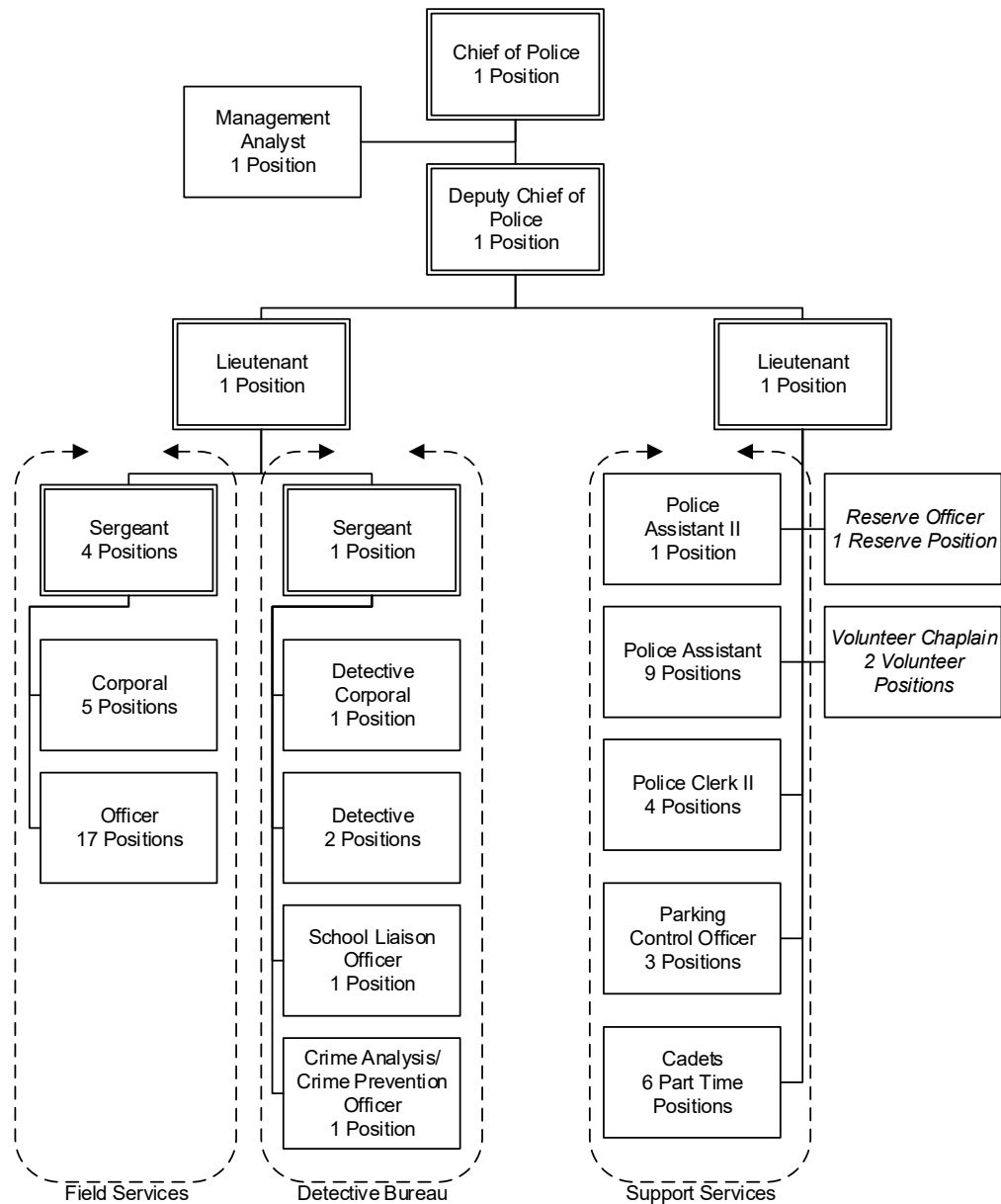


Figure 1: South Pasadena Police Department Organizational Chart, FY2023

The Department is overseen by the Chief, who is supported by a Deputy Chief (position vacant at the time of this analysis) who oversees day-to-day operations. The Chief also supervises a Management Analyst who provides analytical and administrative support for the Department. The Deputy Chief supervises two Lieutenants: one overseeing Field Services and the Detective Bureau, and the second overseeing Support Services. The Lieutenant overseeing Support Services is also responsible for general administration for the Department, including overseeing recruitment efforts training and internal investigations, as well as managing volunteers and reserve staff.

The Field Services team consists of 26 positions responsible for patrol and traffic management. Patrol consists of four teams: two Day Shift teams and two Night Shift teams. Each team consists of one Sergeant, one Corporal, and between three and five Officers, all working 12-hour shifts. Minimum staffing is one Watch Commander and three Officers. The Traffic Division consists of two Officers and one Corporal responsible for traffic enforcement and accident investigation.

The Detective Bureau is a six-position team responsible for investigations, crime analysis, and crime prevention initiatives, as well as for coordination with the District Attorney’s Office and serving warrants. Positions include a Detective Sergeant, a Detective Corporal, two Detectives, a School Liaison Officer, and a Crime Analyst/Crime Prevention Officer.

Finally, the Support Services Division consists of 17 full-time positions and is responsible for administrative support and records management, dispatch, and parking control. Nine Police Assistants serve as dispatchers and monitor the City Hall, Jail, and Police Station via security cameras. One Police Assistant II position responsible for property and evidence procedures and administration of training and recruiting for the Department. Three Parking Control Officers issue parking citations. Finally, four Police Clerk IIs provide administrative support for parking permits and records requests. The full-time staff are also supported by six part-time Cadets who assist with all types of civilian non-emergency administrative and community events. Historically, the Cadet program served as a recruitment pipeline for full-time sworn or non-sworn positions in the Department.

STAFFING

SPPD staffing has remained generally stable between FY2019 and FY2023, with a temporary decrease in FY2021 and FY2022. Notable changes in staffing include the creation of a Deputy Chief position in FY2021 (although the position was frozen in FY2022), the switch from Captain to Lieutenant position in FY2021, and the elimination of two Sergeant positions in FY2021. One of the two eliminated Sergeant positions was responsible for overseeing the Office of Professional Standards and the other for overseeing Support Services. The elimination of these positions has impacted the Department’s ability to provide effective internal services, impacting the efficiency of the Department overall, as well as its capacity for internal accountability and oversight, impacting operational effectiveness and public trust. Recommendation 4 and Recommendation 6 further in report discuss the risks associated with these staffing reductions in greater detail.

The following table illustrates the history of staffing for full-time positions for the Department for the last five fiscal years.

Table 4: Authorized Staffing Level by Full Time Position, FY2019-FY2023

Position	FY2019 Authorized	FY2020 Authorized	FY2021 Authorized	FY2022 Authorized	FY2023 Authorized	Percent Change FY2019 to FY2023
Sworn Staff						
Chief	1	1	1	1	1	0%
Deputy Chief	0	0	1	0	1	N/A
Captain	2	2	0	0	0	-100%
Lieutenant	0	0	2	2	2	N/A
Sergeant	7	7	5	5	5	-29%
Corporal	5	5	6	6	6	20%
Officer	21	21	19	20	21	0%
Total Sworn	36	36	34	34	36	3%
Non-Sworn Staff						

Position	FY2019 Authorized	FY2020 Authorized	FY2021 Authorized	FY2022 Authorized	FY2023 Authorized	Percent Change FY2019 to FY2023
Administrative Secretary	1	1	0	0	0	-100%
Management Analyst	0	0	1	1	1	N/A
Parking Control Officer	3	3	3	3	3	0%
Police Assistant	8	8	9	9	9	13%
Police Clerk	5	5	4	4	4	-20%
Support Services Assistant II	1	1	0	0	1	0%
Total Non-Sworn	18	18	17	17	18	0%
Total	54	54	51	51	54	0%

Staff diversity is reported in the Department’s biennial report. From the most recent report published for 2020-2021, gender composition of the Department is approximately 28% female and 72% male. The Department is also more diverse than the City population overall, with less than 30% of staff identifying as White compared to nearly 50% of the City’s population. Half of the Department identifies as Hispanic or Latino, compared to 20% of City residents. Other details on the Department’s racial composition are illustrated in the following figure.

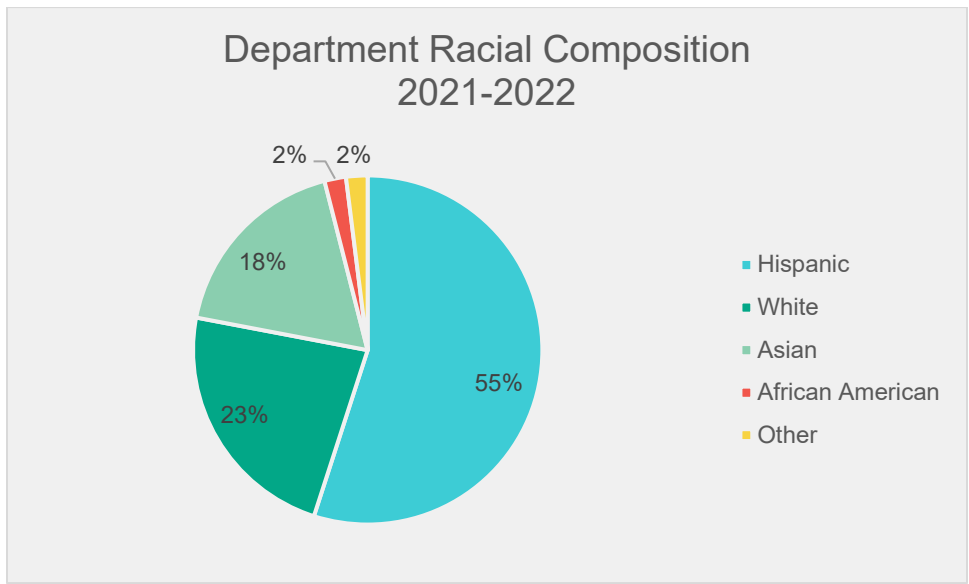


Figure 2: South Pasadena Police Department Racial Composition, 2021-2022

BUDGET

The Department has a budget of approximately \$11.2 million in FY2023, the vast majority of which is allocated for Wages and Benefits. This represents an increase of approximately \$2.2 million, or 30%, from actual expenditures in FY2019. Within this category, the largest increases were in salaries for permanent employees (\$1,034,817 higher in FY2023 compared to FY2019) and in retirement benefits (\$727,618 higher).

The following table illustrates expenditures by category for the past five fiscal years.

Table 5: Police Department Expenditures by Category, FY2019 – FY2023

Category	FY2019 Actual	FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	Percent Change FY2019 to FY2023
Wages and Benefits	\$7,382,606	\$8,442,920	\$9,754,905	\$8,943,571	\$9,592,485	30%
Operations and Maintenance	\$1,017,023	\$806,777	\$676,285	\$1,033,864	\$1,302,571	28%
Capital Outlay	\$242,518	\$66,745	\$24,478	\$150,000	\$301,240	24%
Total	\$8,642,146	\$9,316,441	\$10,455,668	\$10,127,435	\$11,196,296	30%

Key Themes from Employee Feedback

As part of the SPPD Organizational Assessment, Raftelis conducted a survey made available to all Department staff to assess perceptions and experiences of employees regarding the Department. A total of 17 employees responded to the survey, for a response rate of approximately 32%. This is a relatively low response rate. However, it was supplemented by staff interviews conducted by the project team.

Based on the feedback provided across interviews and the survey, employees believe that the community trusts the Department, and that the Department does a good job with external communications, but some have concerns that the community’s perception of the Department has recently declined. Employees feel a strong connection to the South Pasadena community, and generally support proactive community policing.

Employees also generally stated that they feel a strong connection with their fellow SPPD staff, with many describing a family environment. However, some reported generational differences between employees of different ages that can impact collaboration. Many also see an opportunity to improve communication and engagement from leadership, although they also believe that leadership supports front-line staff. Finally, morale is a challenge in the Department, as many officers report feeling burned out from long working hours.

South Pasadena Policing Environment

To assess police staffing, deployment, and operations, it is important to consider community perceptions and expectations regarding policing service. This information allows staffing, deployment, and operational recommendations to be paired with the specific perceptions and service level expectations of a community. Similarly, it can be useful to compare departmental outcome metrics to other peer communities that operate under similar operational environments and constraints. This provides a comparison point of the Department's relative success in meeting its core responsibilities and provides an indicator of potential areas of focus for operational improvement.

This section provides an overview of the policing environment for the City based on peer benchmarking analysis, and the key themes from the community survey, PSC, and stakeholder interviews.

Community Input

The SPPD has come under scrutiny in recent years due to a series of events in the community. In 2018 a wellness check resulted in an SPPD officer fatally shooting an actor in her home.³ During the 2020 protests resulting from the George Floyd murder that drew national attention, a local protest by Black Lives Matter (BLM) resulted in counter-protests and violence. The SPPD's response to these incidents was controversial and the City was sued by two BLM protestors for civil rights infringement.⁴ In part, an outcome of the 2020 protests, a coalition of residents joined together to form Care First South Pasadena, a volunteer group "working to reimagine public safety and reallocate city dollars to reflect our community's priorities."⁵ The group has advocated for greater transparency in the Department.

While these controversies generate headlines and attract passionate voices on all sides, it is important to understand the needs, priorities, and concerns of the community as a whole. The project team administered a community survey and conducted focus groups with key stakeholders to better understand the community's diverse viewpoints. The results of these engagements are summarized below.

KEY THEMES FROM THE COMMUNITY SURVEY

Raftelis conducted a community survey during May and June 2023 to develop a greater understanding of the relationship and service level expectations between South Pasadena Police Department and the community. The survey received 234 responses. Approximately half of respondents identified as White, similar to the demographics of the community as a whole.

Generally, the survey results indicate that the community generally has a positive view of SPPD, with most respondents reporting that they trust officers and that they have had positive interactions with officers in their

³ Acevedo, Nicole. "Settlement reached in 'ER' actress Vanessa Marquez wrongful death lawsuit." *NBC News*, February 24, 2021, <https://www.nbcnews.com/news/latino/settlement-reached-er-actress-vanessa-marquez-wrongful-death-lawsuit-n1258757>.

⁴ Tansey, Ben. "\$500,000 BLM Settlement Report | South Pasadena Conducting "Organizational Assessments." *South Pasedenan*, April 28, 2023, <https://southpasadenan.com/500000-blm-settlement-report-south-pasadena-conducting-organizational-assessments/>.

⁵ "What is Care First?" *Care First South Pasadena*, <https://www.carefirstsouthpasadena.com/what-is-care-first>.

community. Responses were generally similar among White and non-White respondents, although non-White respondents were more likely than White respondents to agree that SPPD officers treat the community with respect.

While these results are only from a portion of the community, they generally indicate that SPPD has strong community relations and that it treats its residents respectfully and fairly. However, the survey does point to several potential areas for improvement, especially in the community's perceptions of the Department's communications and of officer accountability. Recommendations to address these areas of opportunity are included further in this report.

Key themes from the survey are summarized below. Detailed survey results are included as Appendix A.

- **Respondents generally feel safe in South Pasadena but see opportunities to improve safety.** A total of 92% of respondents reported feeling safe in the community overall. However, 30% of respondents reported that they have felt less safe over the past year. When asked why, these respondents discussed a perceived increase in the transient and homeless population in the City; lack of street lighting; motor vehicle speeding that compromises pedestrian safety; and incidents of property crime, especially theft. When asked what SPPD could do to make them feel safer, common responses included greater community engagement; increased patrol officer presence across the community; improvements to multi-modal transportation safety; more officer training, especially related to policing bias and de-escalation; the expansion of social services to address homeless population and mental health crisis response; crime prevention initiatives; and case clearance related to property crime.
- **Respondents generally trust SPPD officers but have concerns about equitable treatment.** Eighty percent of community respondents believe that the officers have the community's best interests at heart and 75% report that they trust officers. However, nearly 40% reported concerns that officers do not treat community members equitably based on race, gender, and/or socioeconomic status.
- **Respondents report being treated with respect in their interactions with SPPD officers.** Nearly 90% of respondents who have interacted with an SPPD officer reported that the officer treated them with respect, and 85% reported that the officer communicated clearly. Additionally, more than 70% reported feeling more positive about the SPPD following that interaction.
- **Respondents see opportunities to improve officer accountability, but responses vary by demographic group.** More than 40% of respondents do not believe that officers are held accountable when they do something wrong. Additionally, while nearly 40% do not believe that officers treat all community members with respect, there is significant disparity in responses based on the respondent's racial background. Twenty-nine percent (29%) of non-White respondents disagreed that officers treat the community with respect, compared to 43% of White respondents.
- **Many respondents are dissatisfied with the Department's communication.** A total of 34% of respondents do not believe that the Department communicates effectively. When community respondents were asked how the Department could more effectively engage with the community, common themes included greater visibility at events and on patrol, more dialogue with community stakeholders, and specific communications to the rental community.
- **Respondents' top priorities for officers' time are crime prevention and traffic enforcement and believe that there are times when armed officers should not be deployed.** When asked how officers should be spending their time, respondents' top three priorities were investigating violent crimes, investigating property crimes, and enforcing traffic laws. Respondents were also asked about which types of incidents armed officers should be responding to, versus unarmed officers or non-law enforcement personnel. Less than 40% of respondents believe that armed officers should be dispatched to traffic violations, homelessness or loitering, non-violent crimes committed by minors, or individuals in medical distress.

- **Respondents’ opinions vary on time spent on community policing.** When asked how much time officers should spend on community policing, approximately half selected less than 20% and half selected 20% or more. The most common response was between 10% and 20%, as illustrated in the following figure.

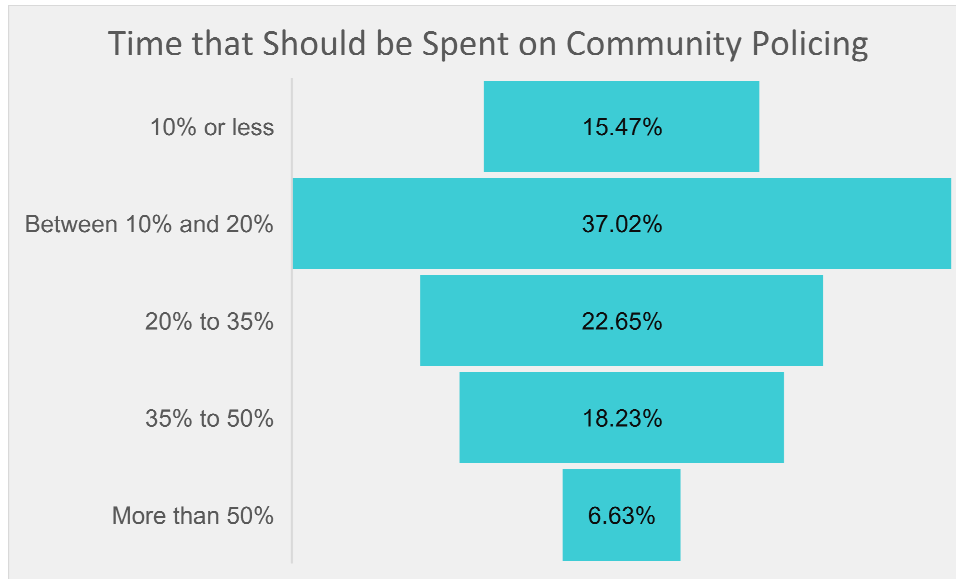


Figure 3: Community Survey Respondents’ Opinions on Time that Should be Spent on Community Policing

KEY THEMES FROM STAKEHOLDER INTERVIEWS

To gain further information and experiences with regard to the South Pasadena Police Department, Raftelis held personal and confidential interviews with all five City Council members and 14 stakeholders in the community, including current and former Public Safety Commissioners and representatives from a variety of local community organizations including the Kiwanis, South Pasadena Unified School District, Care First, and Women Involved in South Pasadena Political Advocacy (WISPAA), and the Tenants Association. This section summarizes their perceptions of the SPPD.

In general, stakeholders felt that the SPPD provides quick and responsive service, and that the majority of the community supports the Department. Universally, response times were considered to be excellent. Most stakeholders also felt that the SPPD is comprised mostly of hard-working, dedicated officers who do provide the sense of safety that South Pasadenans expect when living and moving to the community. Some reported a perception that trust in the SPPD had improved significantly in the past few years and that most people have positive interactions with officers.

At the same time, most stakeholders expressed concerns and questioned the Department’s ability to provide fair and equitable service to all. Some discussed issues with past Department management and a perceived lack of staff training. Several also expressed concerns that the City did not respond with appropriate transparency and accountability after high profile incidents like the fatal shooting of the actor and the BLM protests. For example, some pointed out that several officers wore “Blue Lives Matter” COVID masks when responding to the BLM Protest

scene; a review of coverage and photos in the Pasadena Star News shows this to be factual.⁶ Additionally, two persons of color shared experiences and showed photographs when, while in their own front yards, they were questioned by Police and made to show identification to prove they lived there. Several noted issues with what they considered inappropriate police response to noise complaints, parking issues, and neighbors using SPPD to harass other neighbors through repeated calls and inconsistent enforcement. There was a split regarding the use of social services to address homeless issues, with some feeling the mobile pilot program and use of social workers was an appropriate approach and others feeling that it would be dangerous to send unarmed social workers into a potentially violent situation without an armed police presence. Details on how the mobile program operates are discussed in Recommendation 17.

Many stakeholders did not feel the City or SPPD were appropriately transparent and that this bred a sense of distrust in the community. While some felt this was due to a lack of publicly available data (noting recent technology changes in Police Department systems), others shared the inability to get access to basic police reports or data through public information act requests or through direct discussion with PD staff. Some questioned the role of the PSC in providing appropriate oversight, noting that the Fire and Police Chiefs control the agenda-setting process, which prohibits public members from bringing items forward for discussion. Other stakeholders also questioned why meetings were held on Monday mornings when, in the past, evening meetings had been the norm, which allowed for more public participation. One person noted that the PSC was the only City Commission with daytime meetings; a review of the City's website shows this to be true.

Many stakeholders felt that the City and SPPD should make additional outreach efforts to communicate and be more transparent. SPPD's weekly crime reports were universally appreciated but were not felt to provide enough information. Several spoke about the desire for additional raw data on calls for service being shared to eliminate questions and to drive management and decision-making. They felt information on decisions such as implementation of the mental health pilot program and green fleet should be better explained to the community, as many questions linger. Better information was desired on crimes once they are referred to the District Attorney, particularly high-profile cases about which the community is curious. Some offered the idea of an annual public safety forum for an open discussion of public safety issues, moderated by an independent third party.

Several noted a desire for more proactive community policing, including having officers patrol the community to get to know the residents on a positive basis rather than solely when reacting to calls for service and in crisis situations. While all noted that the SPPD has a strong presence at local events such as the Farmer's Market, and that the business community seems to be well served, they would like to see more casual, non-threatening daily encounters and presence for residents. A few stakeholders suggested community patrols on foot, going door to door and on bicycle, but also noted that current staffing levels prevent such interaction.

A few stakeholders noted the value of the School Liaison Officer, an officer previously assigned to serve in a liaison role to the School District, who had talents in dealing with youth. This officer was not fully assigned to the schools like a traditional School Resource Officer (SRO), but was the person called by the School District as needed. This liaison role is currently halted on a temporary basis due to SPPD staffing concerns and its loss was noted, with all desiring its return when staffing permits.

⁶ Valdez, Jonah. "Activists call on state AG to investigate South Pasadena police for possible bias in attacks on protesters." *Pasadena Star News*, August 17, 2021, <https://www.pasadenastarnews.com/2021/08/27/activists-call-on-attorney-general-bonta-to-investigate-south-pasadena-police-for-possible-bias-in-attacks-on-protesters/>.

Finally, some noted that the housing crisis would result in local growth and over 2,000 new housing units as illustrated in the City’s recently adopted Housing Element⁷. The SPPD will need to grow to be able to address the impact of additional residents and traffic on the community.

KEY THEMES FROM THE PUBLIC SAFETY COMMISSION MEETING AND PUBLIC MEETING

To provide an additional opportunity for public input and knowledge-sharing, on June 5th Raftelis appeared at a special evening meeting of the City’s PSC and presented information on the scope of this review, the process steps and timeline, and to ask the public in attendance their thoughts about a variety of topics prompted by Raftelis. Approximately 10 public members were in attendance and another three online via the Zoom platform. In addition, Raftelis facilitated a second public engagement session on October 2nd, and five members of the public attended.

Key themes from the discussion included the desire for more courteous, fair, and equitable police interactions, finding ways to address homelessness and mental health issues, traffic safety/speed concerns that impact pedestrians and cyclists, and more transparency in the way of communication and data.

Key themes are shown below, and a more comprehensive summary is included as Appendix B.

- **Participants have concerns about traffic safety.** When asked what would improve their sense of safety, many talked about strategies to increase pedestrian and bicycle safety, including more traffic enforcement and the implementation of more traffic calming strategies.
- **Participants desire greater transparency from SPPD.** When asked what would help build trust in SPPD, many talked about increased transparency and education on the SPPD’s priorities and process. Some also discussed specific data that they want SPPD to provide, such as information on traffic stops, calls for service, and officer complaints.
- **Many participants desire more accountability from SPPD.** Examples of accountability steps discussed by the group include implementation of body-worn cameras and the restructuring of the PSC as an independent oversight body.

Peer Community Benchmarking Results

The project team benchmarked some key staffing metrics for SPPD against those of 10 peer departments in the region. Peer departments serve populations of between 12,000 and 85,000, have operating budgets of between \$8 and \$35 million, and employ between 39 and 145 Full-Time Equivalent staff (FTEs). It is important to note that while benchmark data can be an indicator of how SPPD compares to its peers, each community has its own unique circumstances and priorities which dictate resource needs.

The 10 peer departments are listed in the table below, along with the total number of FTEs, FTEs per 1,000 residents, total operating budget for FY2022, and population served as of the 2022 United States Census PEP.

⁷ <https://www.southpasadenaca.gov/government/departments/planning-and-building/housing-element-update-2021-2029>

Table 6: Summary of Benchmark Police Departments

Department	Population Served	FY2022 Operating Budget (\$M)	FTEs per 1,000 Residents	Field Services FTEs	Investigations FTEs	Other FTEs
Whittier	85,311	\$33.9	1.7	45.0	8.0	95.9
Arcadia	55,345	\$24.6	1.8	53.0	19.0	25.0
Alhambra	81,211	\$35.2	1.8	52.2	16.0	76.6
San Gabriel	38,670	\$18.8	1.8	37.0	12.0	22.0
Covina	50,411	\$23.2	1.9	40.0	13.0	41.1
Azusa	48,676	\$18.5	2.0	48.0	10.0	38.7
South Pasadena	26,314	\$11.2	2.1	27.0	6.0	21.0
Monterey Park	59,667	\$23.9	2.1	63.5	14.5	48.3
Monrovia	37,500	\$20.2	2.1	42.0	7.0	31.0
Santa Fe Springs ⁸	18,678	\$15.5	2.8	27.0	5.0	20.0
San Marino	12,254	\$7.9	3.2	22.0	4.0	13.0

South Pasadena employs 2.1 FTEs per 1,000 residents, which is the same as the peer average. However, a community’s population is only one consideration when evaluating police staffing and resource levels. Another is the significance of the public safety concerns in that community. The following figures compares the ratio of Field Services and Investigations staff to the number of crimes reported to the Federal Bureau of Investigations’ National Incident Based Reporting System (NIBRS) in 2020.⁹

VIOLENT CRIMES PER FTE

South Pasadena generally has fewer violent crimes per FTE than peers, based on the crimes reported to NIBRS. Categories of violent crime considered include murder and nonnegligent manslaughter, rape, robbery, and aggravated assault.

⁸ Staff are contracted from the Whittier Police Department.

⁹ Only certain categories of serious crime are reported to NIBRS. The most recent year of data available is 2020, as of April 2023.

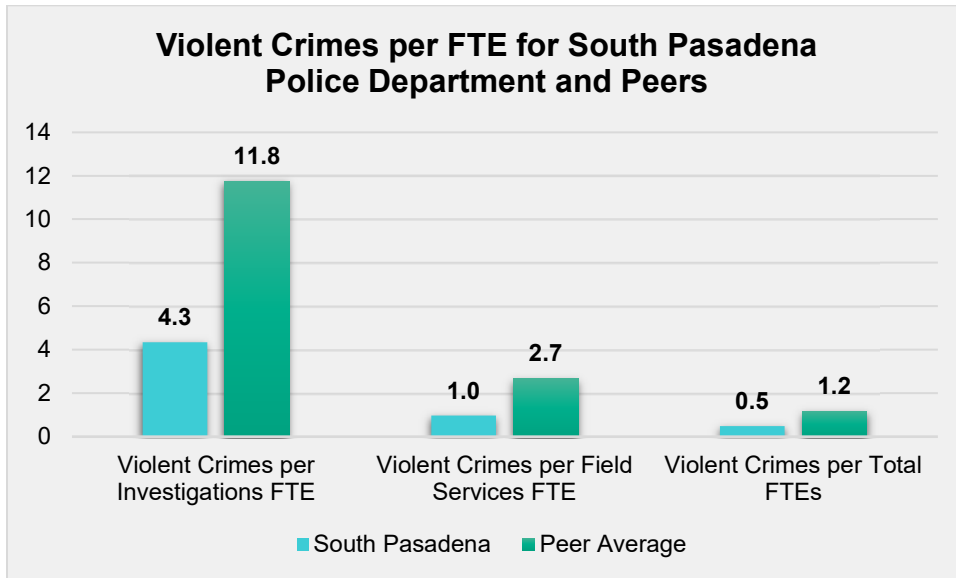


Figure 4: Comparison of the Number of Violent Crimes per FTE for South Pasadena and Peers

PROPERTY CRIMES PER FTE

South Pasadena generally has a similar number of property crimes per FTE than peers, based on the crimes reports to NIBRS. Categories of property crime considered include burglary, larceny-theft, motor vehicle theft, and arson.

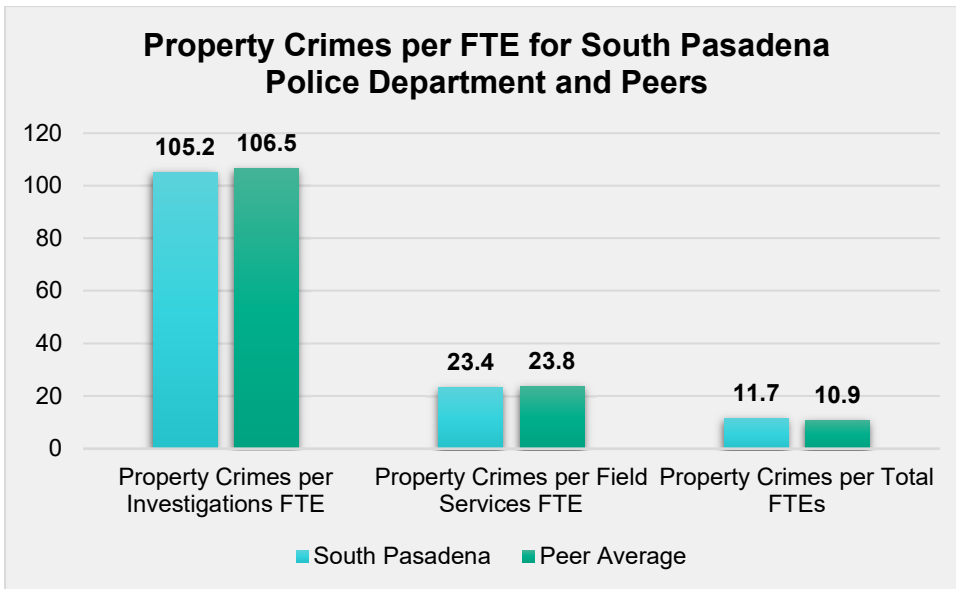


Figure 5: Comparison of the Number of Property Crimes per FTE for South Pasadena and Peers

These comparisons illustrate that South Pasadena Police Department staffing levels are similar to peer communities in the region. However, it is also useful to benchmark spending, to capture how the City of South Pasadena’s overall investment in police services compares to peer communities.

INVESTMENT IN POLICING

When discussing funding and use of City resources, it is useful to compare on a per capita basis (cost of Police Department per resident). The following figure shows total investment per capita as of the FY2022 operating budget, ranked from lowest investment to highest. South Pasadena ranks somewhat below the majority of its peers for this metric, with spending of \$425 per resident, compared to a peer average of \$502.

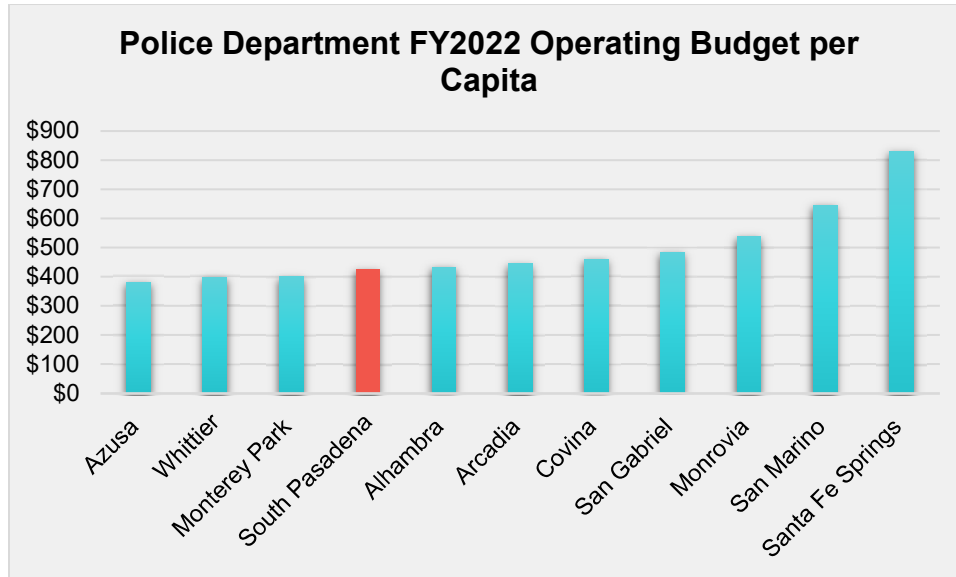


Figure 6: Peer Department Spending per Capita

A similar trend can be seen when comparing spending on a per NIBRS-reported crime basis, as illustrated in the figure below.

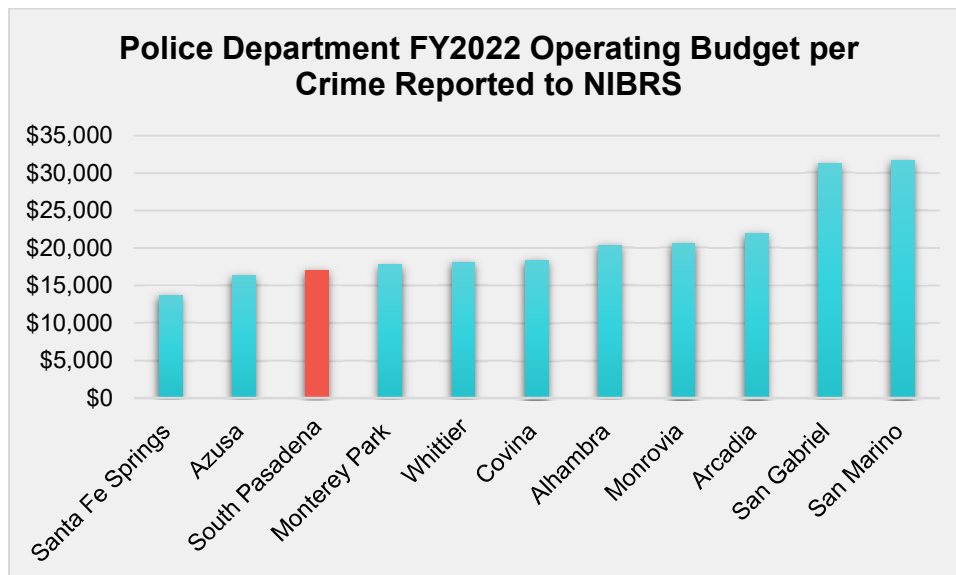


Figure 7: Peer Department Spending per Reported Crime

SALARY

The comparisons above suggest that the largest disparity between South Pasadena Police Department and its peers is in resource investment, rather than staffing. One cause for this gap is likely pay differentials between departments. In November 2023, South Pasadena Police Department staffing conducted a salary survey of peer cities. The following table compares maximum FY2023 salaries by jurisdiction for several key sworn and non-sworn positions.

Table 7: Maximum Salary Comparison, FY2023

Department	Police Clerk	Parking Officer	Dispatch	Police Officer	Police Corporal	Police Sergeant
Alhambra	\$58,860	N/A	\$73,591	\$115,626	\$124,226	\$142,582
Arcadia	\$60,720	N/A	\$76,620	\$139,668	N/A	\$143,172
Azusa	\$57,180	N/A	\$73,468	\$112,471	\$123,957	\$142,153
Covina	\$54,685	\$63,219	\$75,648	\$110,786	N/A	\$146,011
Monrovia	\$61,374	N/A	\$74,888	\$113,739	\$125,638	\$145,862
Monterey Park	\$57,204	\$54,456	\$77,556	\$108,696	\$117,204	\$156,816
San Gabriel	\$62,868	N/A	\$71,436	\$103,320	N/A	\$131,928
San Marino	\$75,504	N/A	\$75,504	\$110,412	\$115,968	\$138,720
Whittier	\$49,524	\$57,744	\$78,672	\$113,232	\$121,158	\$144,504
South Pasadena	\$56,760	\$60,660	\$69,744	\$102,516	\$112,788	\$135,324
Peer Average	\$59,769	\$58,473	\$75,265	\$114,217	\$121,359	\$143,528

South Pasadena salaries are lower than average for every position except Parking Officer. The largest disparity is for Police Officers: the average peer maximum is nearly \$12,000 higher than South Pasadena’s maximum. South Pasadena’s maximum salaries for Dispatch, Police Officer, and Police Corporal are also the lowest of any peer.

The following figure compares South Pasadena maximum salaries to average maximum salaries in peer departments.

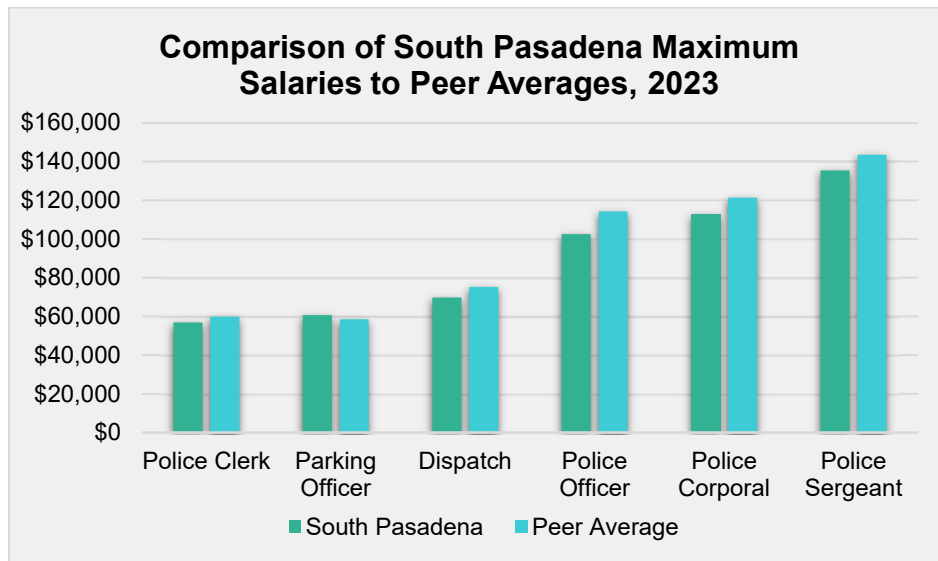


Figure 8: Police Officer Salary Range Comparison for Benchmark Communities, FY2023

Analysis and Recommendations

The City of South Pasadena is known for being a safe and family-friendly place to live, which many attribute to its local Police Department. Community members generally consider officers to be hard-working and well-intentioned, with exceptional response times, but also perhaps understaffed in recent years and in need of updated training and strategies to address emerging local issues.

Raftelis was hired by the City to provide a public safety assessment of the Police Department with focus areas that include the efficiency and effectiveness of Department services, racial equity, workload, structure, and staffing, community engagement, policies, technology, and technical assistance to the City Manager regarding emerging best practices in policing. The goal of this review is to provide a path forward which will both provide the resources and support the SPPD needs and ensure customer-friendly and responsive 21st Century Policing reflective of local community values and expectations.

This review begins with a discussion of Engagement and Transparency in order to provide important context for the staffing and structure recommendations that follow. Next, Leadership and Structure are addressed, and then recommendations by work unit including Support Services, Patrol Operations, and the Detective Bureau.

Engagement, Transparency and Social Justice

South Pasadena, like many communities around the country, has faced a challenging environment in recent years. National and local events have renewed questions among many community members about the justification for police actions. The community survey and stakeholder meetings show that, despite the passage of time and new leadership in both the City and Police Department, questions linger among some City residents.

Robust engagement and transparency is not only an important tool for helping to build community trust, but also a vital step for improving social justice. It is important that police departments and policymakers across the country recognize the history of systemic injustices perpetuated against non-white individuals, non-citizens, individuals facing mental health or addiction challenges, members of the LGBTQ+ community, and other marginalized groups. SPD, like other police departments, should be continually examining its prioritizes and practices in order to promote equitable treatment whenever possible, and a key aspect of that examination is the willingness to be transparent with the public and openness to public feedback and scrutiny.

SPPD has taken steps to improve communication and community outreach in recent years, including hosting numerous community events and releasing annual reports with key metrics. The recommendations in this section discuss opportunities for the Department to build upon these efforts and increase transparency in an effort to partner more closely with the community and strengthen police-community relations.

The recommendations in this section discuss ways to improve data collection and reporting capabilities as the Department completes the new CAD/RMS system implementation process. Recommendations also discuss foundational elements to build accountability and trust within the community by developing an intentional communication plan, improvements to the Public Safety Commission policies and procedures, and an Office of Professional Standards to adequately handle internal affairs investigations. Each of these recommendations will help

address the misconception that the Department is intentionally withholding information, which is key to fostering stronger community relationships.

Recommendation 1: Develop a formal communication and engagement plan.

A Police Department's strategies for protecting public safety should rely on crime reports and policing best practices, but it is also vital that they reflect the opinions and priorities of the community that it serves. Community priorities should help inform important decisions like how to best allocate resources, when to deploy sworn versus non-sworn staff, and how to partner with other organizations to address crime and public health trends.

Patrol officers can gather some community feedback as part of their regular interaction with the public, but this should be supplemented with formal strategies for gathering community input. A formal structure for gathering input helps ensure that the Department is taking into account all diverse voices in the community, rather than just those who are interacting with officers on a day-to-day basis. It also helps ensure that the Department is gathering feedback on a comprehensive range of issues, that communication within the Department is consistent, and that staff in all areas are aware of community feedback.

For these reasons, it is important that SPPD develop a formal plan for communication and engagement with the public. The plan should include specific events and actions that will occur throughout the year, such as community summits, online surveys, or meetings with specific community groups. The goal of this plan should be to gather feedback from as broad a cross-section of the community as possible, both by removing barriers to participation as much as possible and by specifically targeting groups who may be less likely to engage with the Department using traditional methods. Periodically there may be a need to launch a perception survey to check the pulse of the community and, once feedback is provided, the City must be prepared to articulate at least broadly how they can or will use the information.

Some members of the public may want to engage with the Department, but may be limited due to their work schedule, their lack of transportation to attend a community meeting, or other factors. Others may not be reached with traditional methods of engagement. For example, if the Department engages with the public via social media and in the community newspaper, they are only reaching the narrow group of people who follow the Department on social media and/or subscribe to the newspaper.

For these reasons, the plan should be intentional about removing barriers to participation and in reaching as many members of the community as possible. Elected officials should encourage their constituencies to participate in the process, especially among communities that may be less likely to engage with the SPPD otherwise. Additionally, the International Association of Chiefs of Police (IACP) recommends a number of strategies to achieve these goals, including:¹⁰

- Offering sessions in different languages and formats
- Rotating meetings at different times, days, and locations
- Offering both virtual and in-person options
- Coming to where the people are (e.g., attending community events)
- Being intentional about soliciting information from diverse communities
- Partnering with community organizations

¹⁰ "Community Engagement and Dialogue." *IACP*, www.theiacp.org/sites/default/files/243806_IACP_CommPol_CED_1.pdf.

The plan should also define what topics should be covered in these engagements. The IACP recommends the following topics be part of the engagement plan: ¹¹

- General listening to understand how communities can best be served
- Discussion of residents' safety concerns
- Overview of new or proposed new policies
- Information and discussion on high-profile community incidents, such as crimes, protests, or controversial events
- Discussion of new or proposed technology, such as body-worn cameras
- Feedback on how people view their interactions with the Department, including both sworn and non-sworn personnel

These engagements should also be an opportunity to understand community priorities for what the Department should be focusing on, and what strategies it should be using to address systemic challenges.

Recommendation 2: Improve data collection and reporting capabilities.

The Department publishes an annual report, which provides the public with important information and statistics like command leadership, department demographic data, crime statistics, use of force data, bias-based policing policy, and employee data. Periodically the Department also publishes a crime prevention newsletter on their webpage and provides updates about the Department or information for community events using their social media outlets. This is an important baseline for public communication and reporting. In addition, the Department recently invested in a new CAD/RMS system, which will enhance data collection and reporting capabilities. These actions show the Department's commitment to transparency and accountability as well as the opportunity to leverage data collection in the new system to improve external communication and internal decision-making in the future.

As part of stakeholder engagement activities conducted by Raftelis, the community expressed interest in improved communication and responsiveness, especially when an incident has occurred. The community sentiment included providing more details, where possible, and increased frequency of communication. In interviews with current Public Safety Commissioners and other key stakeholders (those most likely "in the know" about local policing), repeated questions were raised about the Department's diversity, response to non-violent calls, officer discipline and training, and the recent purchase of an all-electric vehicle fleet. The project team has seen evidence of the City's and Department's many attempts to communicate. During this review, the City posted a large article explaining a planned transition to an all-electric fleet of police vehicles on its website, for example. Nonetheless, it is apparent that the City's approach to public relations during past events has resulted in lingering questions which, in turn, has eroded trust.

Enhancing data collection and public reporting helps build community trust and accountability over time. The Department has the foundational elements in place and is able to enhance this community desire by building upon their new system capabilities and executing on the recommendations outlined in the remaining sections of this report that offer the operational capacity to do so.

Additionally, the City Council has recently directed the Department to conduct an analysis of its co-response program, in which SPPD officers respond to mental health-related calls alongside social workers and San Gabriel Valley Crisis Assistance Response and Engagement (SGV CARE) representatives. Staff are expected to report to the

¹¹ *Ibid.*

Council on the program’s effectiveness, as well as recommendations for improvement. Enhancing data collection will help staff prepare data-driven analyses of the co-response program and other SPD initiatives.

The following types of data related to policing should be tracked by the Department: calls for service, arrests and citations, police response to resistance, assaults on officers, citizen complaints, bicycle and pedestrian collisions, traffic stops, drug overdoses, hate crimes, agency training, and workforce data.

The Department should also track metrics related to equity in policing. One important metric to track is the race of individuals involved in traffic stops during the day versus those stopped at night. If there is a disparity between the racial makeup of individuals stopped during the day compared to those stopped at night (when a person’s perceived race is less likely to be visible), it may indicate bias in traffic stops. As a Police Department in California, SPPD is also subject to compliance with the Racial and Identity Profiling Act (RIPA). The system reporting should be developed to not only meet this regulatory requirement but also provide information on a more frequent basis than annually, such as quarterly or monthly. Information sharing should also include access to the Department’s policies that directly impact the community like noise complaints and equitable policing.

Once the Department has appropriately set up the new system to collect the data metrics noted above, the frequency of public reporting should be enhanced from annually to quarterly. The volume of information may not need to be as substantive with the quarterly reports; however, it will provide the opportunity for more frequent review of the data to identify any data quality concerns or relevant trends to inform patrol and/or investigative operations.

Recommendation 3: Revise the commissioner appointment process for the Public Safety Commission and make the meetings more accessible to the public.

The PSC was created in 2009 and is comprised of seven members of the public appointed by the Mayor. The role of the Commission, as stated in 2021, is to “serve as a forum for community discussion and make recommendations to the City Council, and the respective chiefs on policy regarding public safety matters, including emergency preparedness, to build upon strong community trust with the police and fire departments by promoting transparency, accountability, and information sharing with the community.”¹²

PSC is an advisory commission, meaning that its role is to provide advice and recommendations to the City Council related to oversight of the Police and Fire Departments. As outlined in the City’s Municipal Code Article IVB, section 2.43, the PSC “shall serve as a forum for community discussion and make recommendations to the city council and the respective chiefs...” It cannot take direct binding action, such as Planning Commissioners can do for certain land use actions, nor direct City staff. Key responsibilities include:

- Maintaining an ongoing dialogue with community members and community organizations
- Reviewing and commenting on Police and Fire Department policies and procedures
- Advising the Departments as well as the City Council on community values and community safety
- Providing a forum to address concerns, complaints, and commendations regarding the police and fire departments and to receive progress reports on investigations and critical incidents, when legally possible
- Reviewing reported data at least once a quarter on police use of force, arrests, citations, field interviews, requests for service, and mutual aid requests, to the extent legally permitted
- Reviewing annual reports on the Departments’ best practices, statistics, recruitment, training, retention, trends, and prevention initiatives

¹² South Pasadena City Code, Chapter 2, Article IVB

This structure is typical for public safety commissions in communities nationwide. Many public safety commissions are similarly advisory and serve as a means to ensure that public safety departments are reporting regularly and receiving input and feedback from the public. They can be a valuable tool for transparency and accountability if implemented effectively.

The South Pasadena PSC appears to be fulfilling several of the roles and duties as outlined above with, perhaps, the exception of its duty to engage with the community and maintain an ongoing dialogue. As noted elsewhere in this report, the PSC is the only City board or commission with daytime meetings (8:30 a.m. on Mondays). While this is due to a scheduling conflict of the Commissioners, its key purpose of engaging the public is undermined by holding meetings when many residents cannot attend. This practice should be changed, and the meetings should be held in late afternoons or evenings like other commission meetings when more members of the public can participate.

The City should also revise the manner in which Commissioners are appointed. Public safety commissions are most effective when they represent a wide variety of community opinions, with members of different backgrounds and beliefs. However, in South Pasadena, the only requirements are that the seven members of the PSC be adults and at least two have a background in public safety. The City should establish more specific requirements for who should serve on the PSC to ensure diverse representation. Specific requirements could include:

- Requiring at least one member from each Council district to ensure geographic diversity
- Requiring that at least some members be representatives of community organizations

These changes will help enhance the efficacy of the PSC and demonstrate to the community that it is an effective tool for engagement, transparency, and accountability.

Recommendation 4: Create an Office of Professional Standards within the Department.

The primary role for an Office of Professional Standards, or Internal Affairs Division, is to investigate allegations of misconduct or violations of Department policies and procedures involving law enforcement officers. The entity serves as an important check and balance for the Department by helping maintain accountability, upholding the rule of law, including due process for officer investigations, and ultimately ensuring Department integrity by ensuring officers act in accordance with the highest standard of professionalism and ethics. Internal Affairs also supports employee education and training, collection of relevant complaints and other data to identify trends and patterns, and transparency with the community through communication of investigation status and outcomes as allowed by law and policy.

A dedicated Office of Professional Standards can be challenging for a small law enforcement agency with limited resources and officers who are often responsible for several special assignments outside of their patrol, investigative, or administrative duties. This is the case for SPPD, as previously the Department had an Office of Professional Standards with oversight provided by a Sergeant. The Office was responsible for ensuring that the Department followed appropriate procedures under all circumstances, as well as for investigating complaints of officer misconduct. Since removing the position, responsibility has been shared across Sergeants. However, this change limits accountability by making professional standards a secondary responsibility of several people, rather than a primary responsibility of one person.

Community and employee feedback regarding accountability and transparency, coupled with the Department's history of a couple high-profile incidents resulting in lawsuits and the previous distrust in City leadership, strongly supports re-establishing this office in the Department. The Office of Professional Standards should be re-established, and the Deputy Chief position should be filled and assigned responsibility for its oversight. The Deputy Chief is an unrepresented management role, reporting directly to the Chief of Police who serves at the pleasure of the City

Manager and Council. This means that the Deputy Chief will be in a position with enough authority to conduct investigations and enforce Department policies and procedures. A new Community Relations Officer position discussed in Recommendation 5 and enhanced capacity for the Support Services Lieutenant with the creation of a Support Services Sergeant discussed in Recommendation 6 provide additional operational support for the Office.

Structure and Staffing

The recommendations in this section focus on the Department's staffing and structure. In particular, the recommendations discuss opportunities to enhance support services' capacity. Recommendations related to staffing for patrol operations and investigative services are addressed in subsequent sections of this report. Specific recommendations include creating a Community Relations Officer (CRO) position to implement the enhanced engagement efforts discussed in the previous section. The section also recommends a Support Services Sergeant and a Police Clerk II position, which would improve capacity for data tracking and reporting as discussed in the previous section. The additional positions also address an increased administrative workload and allow the Department to pursue accreditation. Furthermore, the section discusses the reclassification of one Police Assistant position to a Dispatch Supervisor overseeing emergency communications. This change would create capacity for a more comprehensive quality assurance program for that function, as well as reduce the Lieutenant's number of direct reports. Finally, the Department discusses recommended structural changes, such as centralizing all administrative functions between several core positions and transitioning traffic enforcement staff to the Field Services Division.

Aside from structural and staffing recommendations, this section includes recommendations to maximize the effectiveness of existing staff by creating a formal training program and by enhancing recruitment and retention efforts.

Recommendation 5: Create a Community Relations Officer position.

Community engagement is an important function for an effective police department. Engagement with the community helps develop stronger relationships between residents, businesses, and officers, and helps the department gather crucial information about the community's public safety needs.

Groups like the United States Department of Justice and the Police Executive Research Forum (PERF) cite strong community relationships and a significant presence in the community as one of the key tenants of an effective police department. They recommend engaging with the community through initiatives like hosting adult and youth academics, offering officer ride-alongs, and becoming involved with or hosting community events.¹³ These initiatives help the police form strong relationships with community members, cultivate trust between officers and the community, and help the officers understand community concerns and priorities.

Community relationships are vital for a high-functioning police department, but they require dedicated capacity. Currently, SPPD officers report that they often do not have the time to engage with the community. Additionally, while the sworn Crime Analyst position within the Detective Bureau has been assigned responsibility for community crime prevention events and communication via newsletters and social media, this responsibility is often crowded out by the demands of their other duties.

Recommendation 16 further in this report discusses adding patrol officer capacity to allow officers more time for community engagement. However, this will be an ancillary responsibility. If community relations are not a position's

¹³ "Importance of Police-Community Relationships and Resources for Further Reading." *Department of Justice*, 2015, <https://www.justice.gov/file/1437336/download#:~:text=Be%20transparent%20and%20accountable,.being%20purposefully%20withheld%20from%20them>.

core job responsibility, that role risks being set aside in favor of other priorities. Creating dedicated staff capacity for cultivating community relationships is an important step to ensure that South Pasadena is engaging with the community consistently and appropriately. For that reason, it is recommended that the Department add a dedicated Community Relations Officer (CRO) position reporting to the Chief of Police. The position would not only add capacity for community outreach but would create a central point to ensure that community relations are coordinated throughout the Department so that they are as comprehensive and effective as possible.

The CRO should also serve as the Department's public information specialist. They should establish strong relationships with stakeholder groups across the City, as well as City Leadership, City Council, and the PSC. They would also be responsible for coordinating community policing activities and serve as the liaison for schools. Frequent meetings and communication within the Department will be essential to improving transparency and sharing information with the community as quickly as possible. For example, the CRO should meet regularly with the Detective Bureau and Crime Analyst. Many of the community survey respondents highlighted theft and property crime as common occurrences. They cited the benefit of past programs like the catalytic converter etching to help deter such crime. The CRO can serve as the intermediary, connecting crime data patterns and community concerns to foster stronger crime prevention strategies. The CRO should lead all regular communication activities with the community, such as the existing monthly crime newsletter, social media posts, and promotion of community policing events. It will be essential for the CRO to work closely with, and rely on the support of, the City Manager's Communications and Outreach Team.

The estimated minimum cost to create a CRO position would be \$119,285, based on the POA salary schedule for an entry-level Police Officer and fringe benefit data provided by the Department. The position would provide a dedicated resource to help bridge ongoing communication and decision-making related to internal (Department) actions and external (community) related events. The performance goals for the position should be tied to community service-level expectations, effective communication with Department leadership of community expectations to help inform proactive policing strategies and improving transparency and trust in the community over time.

Recommendation 6: Create a Support Services Sergeant position.

The Department's current organizational structure includes a Sergeant for patrol operations and investigations. Support Services, however, is managed by a Lieutenant. At present, the Lieutenant position has 17 full-time direct reports covering emergency communications, records, administration, and parking operations. This is a significant span of control. As a result, personnel management comprises most of the time and capacity for the Support Services Lieutenant.

For the Department to improve community responsiveness and build trust, leadership needs the capacity to proactively develop strategies and goals, while remaining available to the community as needed. The Lieutenant's current span of control does not allow for this necessary capacity. Additionally, this report also recommends other administrative and support responsibilities, such as metric tracking and analysis, the creation of an Office of Professional Standards, and enhanced training and recruitment efforts (discussed further in the report) which will require high-level oversight in order to be effective.

It is recommended that the Department create this capacity by adding a Support Services Sergeant reporting to the Support Services Lieutenant and supervising all administrative positions. This would reduce the Lieutenant's span of control, giving that position more capacity for strategic leadership, and provide more focused management for internal support activities. The minimum estimated cost for the position, including fringe benefits, is \$156,732.

The primary goal of the Support Services Sergeant position would be to promote greater transparency, accountability, and trust in the community through oversight of policies, procedures, and operations within the Department. Aside

from overseeing the administrative support staff, the position would be responsible for assisting the CRO in data gathering and reporting, and for leading efforts to enhance training and recruitment (Recommendation 13) across the Department.

The addition of a Support Services Sergeant would also provide added capacity for the Department to evaluate and pursue national accreditation. Accreditation for California law enforcement agencies is not common; however, it is a best practice nationwide. The process of achieving and maintaining accreditation involves contemporary policing strategies. The Commission on Accreditation for Law Enforcement Agencies (CALEA) outline the following benefits associated with achieving accreditation:

- Increased community advocacy
- Staunch support from government officials
- Stronger defense against civil lawsuits
- Reduced risk and liability exposure
- Greater accountability within the agency

The benefits outlined above indicate how accreditation can build the desired culture and community trust. It also provides a framework to consistently evaluate and update policy and procedures to align with national best practice, which is ever evolving in policing.

Recommendation 7: Create a civilian Police Clerk II position.

The Records Bureau processes and manages all police-related records and documents. This includes public report and records requests, filing for the District Attorney's (DA) Office, other agency requests, and parking permits. The division is staffed with four Police Clerk II positions and relies on the support of part-time cadets as needed. Workload distribution for the division is assigned by the Support Services Lieutenant and does not follow a formal protocol. Typically, work is distributed based on expertise and required turnaround time. Two Clerks handle discoveries and filings with the DA Office, while the other Clerks handle the public and agency report requests, public information requests, and parking permits. One Clerk also handles City payroll processing and submission for the Department, usually relying on overtime to meet time sensitive deadlines.

Public records requests are dictated by the City Clerk and contracted outside legal counsel. Turnaround time for requests is not currently tracked, but staff report they often struggle to process requests in a timely manner. They also report that the volume of public information requests has continued to increase to approximately five or six per week and the prioritization is typically elevated, disrupting routine task deadlines. Some requests have required significant staff time, taking several months to compile all requested information. Capacity in the Bureau has also decreased. In the FY2021 Budget, the authorized staffing for Records was reduced from five to four to support the creation of a Management Analyst position. As a result, the Bureau does not have the capacity to support property and evidence intake, compliance, and disposal. This responsibility is handled by an administrative Police Clerk II position, typically utilizing overtime to meet deadline requirements.

An additional Police Clerk II position is recommended to help address the increasing workload in a timely manner. Approximately half of the new position's responsibility should include property and evidence intake, compliance, and disposal. This is currently the responsibility of the Police Assistant II; however, it is recommended that the positions tasks be redefined to centralize administrative tasks currently spread across several positions in the Department. Refer to Recommendation 8 for additional details.

The remaining capacity would support higher workload volume for parking permit application processing and public information requests. Both of these activities have a significant community impact and, whether intentional or not,

reflect how the Department values customer service to the community. Restoring the Records Division to five authorized FTEs will help improve operational effectiveness, transparency, and further reduce the unintended consequence of devaluing customer service. The minimum cost estimate for this additional position is \$61,783.

Recommendation 8: Centralize administrative functions to improve operational effectiveness.

The responsibility for administrative activities is shared across the Department. During conversations with staff, these additional tasks often require a significant portion of their day, limiting capacity for other essential job functions and in some cases requiring overtime (where eligible) to ensure completion. For example, the Management Analyst position currently supports numerous administrative activities, limiting the position’s capacity to perform the primary function of supporting the Police Chief.

There are opportunities to consolidate responsibilities that will help improve daily operations and create greater opportunities to proactively anticipate and respond to community needs. The table below summarizes the current state of administrative activities by position based on staff interviews, as well as recommended changes to streamline operations.

Table 8: Administrative Functions by Position with Recommended Changes

Program Area	Activities	Primary Position(s) Responsible	Recommended Change
Department Management	Prepare and monitor annual Department operating budget	Management Analyst; Lieutenant	n/a
	Grants Management	Management Analyst; Lieutenant	Management Analyst; Police Assistant II
	Invoice review and processing	Management Analyst; Police Assistant II	Police Assistant II
	Payroll review and submission	Police Clerk II	Police Assistant II
	Scheduling	Management Analyst; Lieutenant	Support Services Sergeant; Police Assistant II
	Uniform and supplies	Police Assistant II	n/a
Records and Public Information	Maintain records for use by Department staff, court staff, and the public	Police Clerk II	n/a
	Communicate updates and information to the public related to Department operations and crime	Chief; Lieutenant	CRO
	Respond to requests for information	Police Clerk II	n/a
	Property and evidence intake and compliance	Police Assistant II	Police Clerk II
	Parking permits	Police Clerk II	n/a
Recruiting	Job Posting	Police Assistant II	n/a
	Proactive strategies (i.e., career fairs, regional events)	Management Analyst; Police Assistant II	Support Services Sergeant
	Applicant review	Police Assistant II; Lieutenant	Support Services Sergeant
	Oral Board and interview scheduling	Police Assistant II	n/a
	Academy scheduling	Police Assistant II	Support Services Sergeant
	California Police Officer Standards and Training (POST) compliance review and scheduling	Police Assistant II	Support Services Sergeant

Recommendation 9: Reclassify one Police Assistant position to a Dispatch Supervisor position.

The Department has eight authorized Police Assistant positions for 9-1-1 call taking and police dispatch as well as answering the City's non-emergency phone line. Fire-rescue dispatch services are handled separately within the Fire Department. A minimum of one Police Assistant is required for 24/7 operations. Staff work three 12-hour shifts per week, with one additional shift (typically a weekend day) every three weeks. Typically, the division has two dispatchers working daytime shifts and one for the overnight shift. All Police Assistants formally report to the Support Services Lieutenant.

Currently, all eight positions are supervised by the Support Services Lieutenant, although the Police Assistant with the longest tenure has informally taken on responsibility to help with scheduling, training, occasional call audit review, and, most recently, the implementation of a new CAD/RMS system in 2023.

This structure creates several concerns. The first is that emergency communications are a vital function for the Department, but the Lieutenant has a number of high-level responsibilities and does not have the capacity for close supervision of all eight positions. There is no formal quality assurance or training program in place for the Police Assistants, for example, potentially impacting their efficacy. Lieutenants also commonly do not have any direct emergency communication or dispatch experience, potentially constraining their ability for experienced oversight of the function. Finally, a flat organizational structure does not create any opportunity for the Communications Assistants to advance in their roles, potentially limiting their motivation for professional development and impacting retention.

The City should address these issues by reclassifying one Police Assistant position to a Dispatch Supervisor position responsible for the following functions:

- Formal management oversight for seven Police Assistant positions
- Shift Scheduling, including policies around periodic re-deployment, tenure, and trainee onboarding
- Comprehensive training program that creates synergy with patrol training initiatives and expands beyond the scope of technical skills required by POST
- Assist with recruitment and hiring of new Police Assistants
- Onboarding for new hires
- Developing and implementing Quality Assurance program as discussed in Recommendation 10
- Data quality review and analytic support for patrol operations
- Dispatch related equipment and software assessment, training, and replacement schedules

An effective Dispatch Supervisor should have technical expertise and specialized knowledge gained through on-the-job experience and ongoing training. The Supervisor should complete the POST certification for Public Safety Supervisors shortly after being hired. This will provide a baseline for technical skills and managerial expectations associated with the job.

This position would require a new job classification and description for the City. The position would be civilian and subject to the provisions of the Police Officers Association labor agreement. The salary range should fall within the Police Assistant II and Management Analyst positions in the Department, though ultimately dependent on experience, education, and competitive market pay for similar roles in the region or state. The minimum estimated cost to reclassify the position is \$6,504.

Recommendation 10: Create a Quality Assurance (QA) Program for emergency communications and dispatch.

Supervision of the emergency communications and dispatch function is currently the responsibility of the Support Services Lieutenant, although the Lieutenant has limited capacity for close oversight, as previously discussed. Although the Police Assistant conducts an occasional call audit review, there is no formal QA program for emergency calls. This is a significant concern, because it is essential for public safety that emergency communications be handled as timely and accurately as possible. Without comprehensive oversight, the Department has no way of ensuring that these standards are being met. Recurring review of dispatch logs can also help identify patterns in calls for service as well as unique community needs. Without this review, the Department may not be aware of key patterns that could inform decisions about training, dispatch procedures, and protocols.

The development of a dispatch supervisor position, as described in Recommendation 9, creates the opportunity to address these concerns by establishing a comprehensive QA program. The Association of Public Safety Communications Officers (APCO), in partnership with the National Emergency Number Association (NENA), has developed a standard to define the recommended minimum components of a QA program within a public safety communications center. The APCO standard defines key components of an effective program, summarized below:¹⁴

1. **Case Review Criteria:** The Department should establish the criteria under which incidents will be evaluated. All components of the incident should be evaluated by a supervisor, including, but not limited to, call taking, data entry, dispatching, status keeping, and other key tasks. Ideally, the work of each Police Assistant would be evaluated at random, and at specific intervals, and corrections and adjustments would be conveyed in recurring one-on-one meetings between the Assistant and their supervisor.
2. **Evaluation Guidelines:** The Department should establish standard evaluation guidelines defining minimum performance expectations for Police Assistants. These expectations should be clearly defined, measurable, and effectively communicated. The process should adequately measure the quality and performance of the service provided.
3. **Program Monitoring:** The Department should review at least 2% of all calls for service and review a sampling of cases for each Police Assistant. For particularly serious calls, as determined by the Department, reviews should occur as soon as possible after the receipt of the call.
4. **Recordkeeping:** The Department should log all calls into a computer-based data management system to permit storage and subsequent evaluation of case records in a confidential manner. The quality assurance reviews should be maintained in accordance with a recordkeeping or retention policy.
5. **Reporting and Feedback:** The Department should establish a mechanism for reporting quality assurance/improvement performance outcomes to employees on a regular basis.
6. **Written Directives:** The QA program should be based on a series of written directives and standard operating procedures (SOPs). Furthermore, the outcomes of the QA program should be proactively utilized to adjust and improve the Center's SOPs.

Implementing a program that embodies these best practices will help the Department understand the effectiveness of their current system and identify opportunities for training, resources, and service enhancement.

¹⁴ "Standard for the Establishment of a Quality Assurance and Quality Improvement Program for Public Safety Answering Points." APCO & NENA, https://cdn.ymaws.com/www.nena.org/resource/resmgr/Standards/APCO-NENA_ANS_1.107.1.2015_Q.pdf.

Recommendation 11: Transfer Parking Control Officers to Field Services Division.

The Department has three civilian Parking Control Officers responsible for enforcing the City’s parking regulations. Based on the most recently available data, the unit issued over 7,600 parking citations in 2021. They currently report to the Support Services Lieutenant. The duties and responsibilities of this unit pertain to enforcement and should fall under the Field Services Division Lieutenant. Moreover, there are likely synergies between this unit and the Traffic unit as it relates to calls for service.

The following figure illustrates the recommended structure outlined in the recommendations discussed in this section. New and reclassified positions are shown in blue.

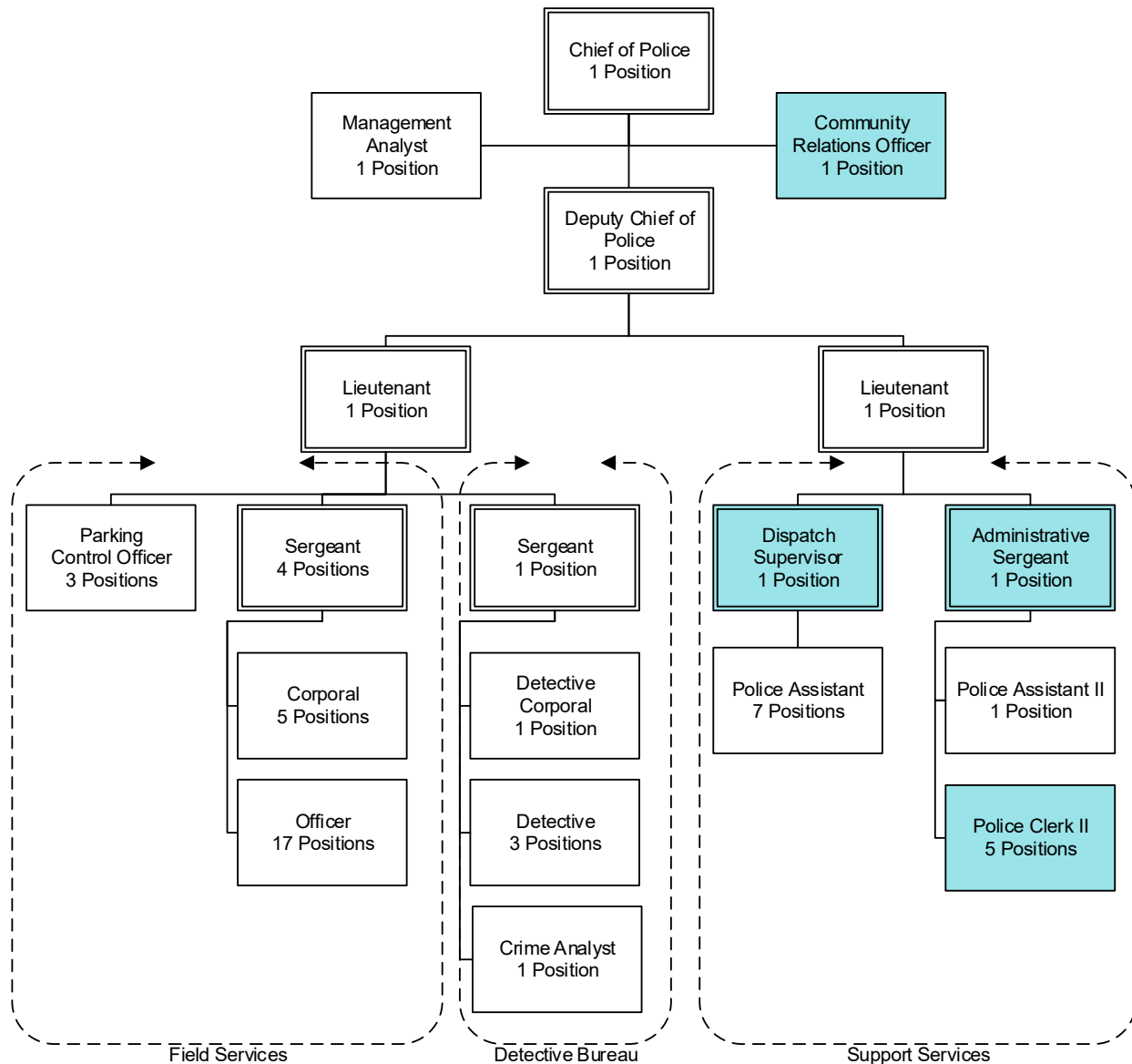


Figure 9: Recommended Police Department Structure

Recommendation 12: Develop a comprehensive training program.

A robust training program helps ensure that officers are as effective as possible in their roles and helps prepare them to take on higher-level responsibilities as their careers advance. The Department’s current training program focuses on meeting POST requirements. Outside of that, professional development is largely ad hoc, with a great deal of independence and latitude for staff to determine topic areas of interest. A comprehensive, Department-wide training program does not exist.

This is a concern because training relies on an individual officer’s familiarity with what training is available and their level of comfort in asking for those training resources. Without guidance, an officer’s training may not align with their desired career path or may not address areas of development that may make them more effective in their current roles. Equally important, the training may not align with the Department’s priorities either.

These challenges can be addressed by developing a Department-wide training program. In addition to oversight and compliance of POST training for the Department, the Support Services Lieutenant should be responsible for developing an annual training plan that incorporates leadership development, management strategies, operational expectations, and community-related policies and procedures. Examples might include customer-service training, report writing expectations, new CAD/RMS system features, ethics, wellness, and supervisory training on communication, performance, and disciplinary actions. The training program should factor in community service expectations supported by operational data. The training program should include all Department staff, including officers, support staff, and the Police Assistants responsible for dispatch and emergency communications.

Where appropriate, some topics may require expertise outside of the Department to provide the training. The Sergeant should work with peer agencies, professional membership organizations, POST mandatory and elective courses, and regional organizations to identify outside training opportunities. The annual training plan should be presented or reviewed by the Deputy Chief of Police (after the position is filled) who is assigned responsibility for organizational development and succession planning efforts in the Department.

An officer and staff wellness program should also be implemented. First, the Support Services Lieutenant should work with City staff to understand what resources may currently exist, such as an Employee Assistance Program (EAP). Second, an assessment of gaps in service should be conducted. In many cases, standard wellness programs do not meet the unique needs of law enforcement employees who are often placed in high stress and overwhelming situations that impact their emotional well-being. Lastly, the Department should identify what service providers meet the needs assessment gaps and begin the process to request additional resources as appropriate.

The table below summarizes training the Department should focus on including as part of their annual training plan.

Table 9: Recommended Training and Wellness Initiatives

Topic	Focus Areas
Professional Development	Onboarding for new officers that covers City personnel policies, administrative responsibilities, and field training
	Supervisory responsibilities – performance evaluations, disciplinary action, effective communication strategies
	Customer-service policies and practices
	Ethics
Operations	De-escalation and Crisis Intervention Training (CIT)

Topic	Focus Areas
	Specialized training, regional task force training for individual officers seeking that professional development Report writing guidelines and expectations CAD/RMS system functionality and training Community policing initiatives – feedback from surveys, CRO and SRO interactions, PSC focus areas, etc. Crime Analysis case studies and tools, led by civilian Crime Analyst.
Wellness	Physical Mental Financial Traumatic Incident Stress Management

Recommendation 13: Develop and implement proactive recruitment and retention strategies.

Historically, the Department has experienced relatively low vacancy rates for Police Officers. In interviews, many Officers discussed the Department’s close-knit, family-oriented atmosphere as one of the key factors that has kept them serving the City. However, in recent years turnover has increased, and staff report that it has been harder and harder to fill open positions. Support staff indicated application volume is down from previous years and the quality of applicants has also declined. These trends align with nationwide statistics. A recent PERF survey of workforce trends indicates many agencies continue to lose officers at a rate that exceeds their ability to hire new officers, likely due to factors like a wave of retirements following the pandemic and changing public sentiments about policing.¹⁵

Longstanding vacancies impact the Department by reducing the overall staff capacity available and by forcing increased reliance on overtime to meet minimum staffing needs. During 2022, individual officers worked an average of 499 overtime hours each, equivalent to approximately 24% of their scheduled regular hours. For patrol operations, this equated to 2.6 FTEs, which aligns closely with the number of Officer vacancies provided in February 2023. These additional hours contribute to burnout and attrition over time.

The Department has generally been able to rely on its strong reputation to effectively recruit new staff, but longstanding vacancies suggest the need for a more focused approach towards recruitment. The Support Services Sergeant, in collaboration with City’s Human Resources (HR) Department should lead efforts to proactively recruit new staff. Police recruiting can be highly specialized; however, HR professionals can assist with innovative strategies and best practices. A recent report PERF¹⁶ highlights strategies such as planning years ahead through cadet and explorer programs, like SPPD has in place. Incentives such as take-home cars, sign-on bonuses, education, and childcare reimbursement are also competitive features for an employer.

Many other police departments in the Los Angeles metro area are facing similar recruitment and retention challenges to SPPD. Initiatives that some peers have implemented include:

¹⁵ “New PERF survey shows police agencies are losing officers faster than they can hire new ones.” *PERF*, April 1, 2023, <https://www.policeforum.org/staffing2023>.

¹⁶ “Responding to the Staffing Crisis: Innovations in Recruitment and Retention.” *PERF*, <https://www.policeforum.org/assets/RecruitmentRetention.pdf>.

- **Advertising the benefits of working for the department.** Many peers, like the Covina Police Department¹⁷ and Azusa Police Department¹⁸, have recruitment pages on the City website highlighting the reasons why someone should work for the department, as well as providing general information about the application and testing process. Some, like the Alhambra Police Department, also provide contact information for a potential applicant to talk to a recruiter.¹⁹
- **Offering a fast-track option for application and testing.** Larger employers, like the Los Angeles Police Department²⁰ and the Los Angeles Sheriff's Department²¹, offer an option for applicants to take the test within a few days of applying and get placed quickly into an academy.
- **Offering signing and retention bonuses.** Many peers offer a bonus structure that rewards officers for joining and provides additional bonuses if they stay at the department for a certain period of time. For example, the San Gabriel Police Department offers new officers \$2,500 on their first day of employment, a further \$5,000 at two years with the Department, and a further \$7,500 at four years.²²
- **Tuition reimbursement.** Some peers offer tuition reimbursement for staff in degree programs relevant to their jobs. Arcadia Police Department, for example, offers up to \$4,126 per year for approved undergraduate studies, and up to \$5,062 for approved graduate studies.²³
- **Housing support.** Some peers have programs to help offset the high cost of living in the Los Angeles area. The Los Angeles Police Department, for example, offers new hires up to \$24,000 over two years to fund the cost of housing in the City.²⁴ The Whittier Police Department also offers a \$50,000 interest-free loan for the purchase of a residence in the City. The loan is forgivable after 15 years of service.²⁵
- **Computer and equipment loans.** Some peers offer loans to help officers purchase things that would help them be effective at their jobs, like computers and exercise equipment. Azusa Police Department, for example, offers up to \$5,000 in interest-free loans, paid back by payroll deduction over 24 months.²⁶

SPPD should develop a proactive recruitment and retention plan that includes initiatives like those listed above, as well as other strategies like:

- Identifying state and regional colleges and universities with criminal justice programs to partner with.
- Participating in job fairs.
- Tailoring job postings across multiple outlets that align with diversity hiring goals.

¹⁷ "Join Covina PD." *City of Covina*, <https://covinapd.org/join>.

¹⁸ "We're Looking for Police Officers..." *City of Azusa*, <https://azusapd.org/recruiting>.

¹⁹ "Police Officer Lateral." *City of Alhambra*, <https://www.cityofalhambra.org/674/Police-Officer>.

²⁰ "LAPD Fast-Track Testing Process." *JoinLAPD*, <https://www.joinlapd.com/fast-track>.

²¹ "LASD Careers." *LASD*, <https://lasd.org/careers/>.

²² "Lateral Police Officer." *City of San Gabriel*, <https://www.sangabrielcity.com/DocumentCenter/View/17245/2022-233-Police-Officer-Lateral-Job-Flier-082622>.

²³ "Benefits Summary – Arcadia Police Officers' Association." *City of Arcadia*, <https://cms9files.revize.com/arcadia/Discover%20Arcadia/Departments/administrative%20services/Salaries%20and%20Benefits/Benefits/Employee%20Benefits%20Summary%202021%20-%202024%20-%20APOA.pdf>.

²⁴ "Housing for Hires Program." *LAPD*, <https://www.joinlapd.com/salary-and-benefits#:~:text=Housing%20for%20Hires%20Program&text=This%20new%20program%20offers%20subsidies,years%20after%20you%20are%20hired>.

²⁵ "Police Officer – Lateral Entry." *City of Whittier*, <https://www.governmentjobs.com/careers/whittier/jobs/4167266/police-officer-lateral-entry-08-23?pagetype=jobOpportunitiesJobs>.

²⁶ "Police Officer Lateral." *City of Azusa*, <https://www.governmentjobs.com/careers/azusaca/jobs/3139046/police-officer-lateral#:~:text=Police%20Officer%20Lateral%20New%20DHires,36%20Months%20of%20consecutive%20employment>.

- Allocating time for officers and staff to assist with recruiting and networking to help tell the story of why they enjoy working for SPPD.
- Developing succession plans, including programs that allow the City and Department to better plan for retirements and transfer of institutional knowledge.

Different strategies and communication channels may be needed for different positions; it will be important for the Department to continue to monitor recruitment efforts and engage with Officers in the Department to better understand what attracted them to the City and to keep them engaged and retained to reduce turnover.

It is also important to note that another vital area to address is officer pay. South Pasadena is in a dense metropolitan area, meaning that it has to compete with a number of other law enforcement agencies to hire talent. Without competitive pay, the recruitment and retention strategies listed above will be limited in their effectiveness. The benchmarking analysis illustrated in Figure 4 earlier in this report shows that South Pasadena’s Police Department salaries are considerably out of alignment with peers. This disparity likely contributes to SPPD’s longstanding vacancies. The City is planning for a full classification and compensation study, which will likely address this issue and bring officer pay in line with peers.

Patrol Operations

As the Department finalizes implementation of the new CAD system and dashboard reporting functionalities, Raftelis utilized summarized operational data as well as personnel data to inform minimum staffing levels and recommended staffing levels based on recommendations outlined in this report. The first recommendations in this section address steps that the Department should take in order to make an appropriate staffing determination once the new system reporting capabilities are in place and adequate data is available to inform decision-making. Other recommendations in this section address next steps for the Department’s recently completed pilot of a mobile crisis unit, as well as opportunities for enhanced collaboration and oversight to maximize the effectiveness of existing staff.

Recommendation 14: Create a Patrol Sergeant position.

In South Pasadena, as in other police departments, each patrol shift is overseen by a Watch Commander, who is responsible for coordinating patrol response and for supervising all patrol staff on duty.²⁷ The Watch Commander is also responsible for coordinating the Department’s response to any critical incidents that occur on that shift. This means that an effective Watch Commander must be able to think quickly and respond to any situations that arise. They must also have experience in difficult and high-risk situations and have a good understanding of how the officers under their command may react, so they can deploy them as effectively as possible. Watch Commanders also have a direct impact on patrol officer effectiveness. A study from the United States Department of Justice found that a supervisor’s style directly influences officer behavior, including the use of force and their time spent on proactive policing.

For these reasons, it is important for the individual serving as Watch Commander to be a senior member of the Department with enough policing experience and supervisory experience to be able to fill the role effectively. In South Pasadena, the role of Watch Commander is most often filled by the four existing Patrol Sergeants. However, when none of these sergeants are on duty, a corporal steps into the Watch Commander role. This is a common practice, especially during weekend hours when command staff typically are not on duty. This is a concern, because while corporals are higher-level positions than patrol officers, they are not supervisors and often have not received any specific supervisory training. Some corporals at South Pasadena also have less than five years of policing

²⁷ “How Supervisory Styles Influence Patrol Officer Behavior.” *US Department of Justice*, <https://www.ojp.gov/pdffiles1/nij/194078.pdf>.

experience, meaning that they may not have the depth of experience to fill the Watch Commander role as effectively as possible.

Patrol officers are often the public face of the Department, and the first to respond in a crisis situation. Inexperienced or ineffective supervision of these officers risks negative impacts to both public safety and to community perceptions. The Department should establish a policy that the role of Watch Commander be filled by an individual with the rank of Sergeant or higher at all times. This change will require the creation of an additional Patrol Sergeant position to provide additional supervisory capacity. The minimum estimated cost for the position, including fringe benefits, is \$156,732.

Even with the additional Patrol Sergeant, there will still be times when no Patrol Sergeant is on duty for a given shift. In these instances, the Lieutenant on duty should fill the Watch Commander role, rather than a Corporal. Corporals can serve to support and provide additional capacity. This structure will ensure that an experienced leader retains oversight of patrol staff seven days per week while also allowing the Corporal to gain supervisory experience.

Recommendation 15: Track key metrics to inform appropriate patrol staffing levels.

Patrol operations represents the largest share of authorized positions in the Department. The function includes four Sergeants (shift watch commanders), five Corporals, and 17 Police Officers. One Corporal and two Officers comprise the Traffic Unit. The remaining positions support 24/7 patrol operations in the City. Officers patrol in two 12-hour shifts, with a minimum of three officers on duty at any given time.

The Benchmarking section of this report compared SPPD's patrol staffing levels to those of peer communities, but every community has its own challenges and priorities that drive staffing needs. Appropriate patrol staffing levels should create enough staff capacity to cover:

- **Reactive workload:** Patrol must be staffed appropriately to respond effectively to calls for service in a timely manner
- **Administrative workload:** Patrol officers must have the capacity to fill out detailed and accurate reports, as well as to address any other administrative tasks
- **Proactive workload:** Patrol officers should have the capacity to meet with community members, patrol high-crime areas, monitor traffic, and take on other tasks that help improve public safety

The Department should establish and monitor metrics to ensure that patrol officers possess the ability to handle all three of these responsibilities. Metrics to track include:

- **Reactive workload**
 - **Response Time:** If there is a noticeable increase in response times, it may indicate a potential need for additional patrol resources.
 - **Use of Mutual Aid:** While mutual aid is a vital and customary aspect of policing, it should be employed in exceptional circumstances rather than as a regular supplement to capacity. Tracking use of mutual aid can indicate how effectively the Department is able to meet its needs with its in-house capacity.
- **Administrative workload**
 - **Police Report Quality Assurance:** Police reports should be routinely reviewed for accuracy. If they consistently contain a high number of errors or are frequently missing information, it could signify that officers are not allocating sufficient time to complete them appropriately (although training and individual officer performance may also play a role).

- **Proactive workload**

- **Proactive Policing Target:** To assess whether the Department has sufficient capacity for proactive policing, the City should first establish an appropriate proactive policing target for the community defining the average amount of time that patrol officers should be spending on proactive tasks.

The IACP has provided a general guideline that a Patrol Officer's time should be evenly distributed among proactive policing, reactive policing, and administrative tasks, meaning that the IACP-recommended proactive policing target is 33%. However, it is important to note that this target may vary for SPPD, depending on their specific circumstances. The Department should establish a proactive policing target that takes into consideration public safety best practices, community feedback, and the Department's analysis of community needs. Once the target is set, the Department can assess how well that target is being met.

Tracking and regularly reporting and analyzing these metrics can help the Department understand whether its current patrol staffing resources are adequate to meet its needs. Recommendation 16 below discusses how a proactive policing target, in particular, can be used to evaluate appropriate patrol staffing levels.

Recommendation 16: Increase patrol staffing levels to meet community expectations.

One key strategy for determining appropriate staffing levels for the patrol function is analyzing call for service data to understand the amount of time officers currently spend on reactive calls. The time spent on reactive calls can be used to estimate officers' capacity for proactive policing and to evaluate whether the proactive policing target is being met. For example, if the Department sets the proactive policing target at 33%, it implies that officers should have approximately four out of every 12 hours of their shift available for proactive policing, with another four hours (33%) set aside for administrative duties. This means that under the 33% service level target, each SPPD patrol officer should spend a maximum of four hours per shift, on average, responding to calls for service. If they are spending more than four hours per shift, it is a sign that additional patrol capacity may be needed.

As discussed previously in this report, SPPD recently switched to a new CAD system that captures such data; however, the Department is still in the process of data quality review and system reporting functionality. In addition, the new system data available covers a short time period from which to draw staffing conclusions. While previous data from the old system was available for analysis, it covered pre-pandemic and pandemic era calls for service, which is not a good indicator for future staffing needs. For these reasons, the project team evaluated whether SPPD is staffed appropriately based on minimum staffing requirements and recommended staffing requirements, given the recommendations outlined in the report.

The Department has 17 patrol officer positions and maintains a minimum requirement of three patrol officers per 12-hour shift. To assess the adequacy of this staffing level, it is necessary to calculate a staffing factor. A staffing factor represents the number of FTEs needed to fill each daily position, accounting for factors such as leave, training, and other periods when officers are unable to perform their regular duties.

SPPD has provided leave data for officers spanning from 2020 to 2022. During this period, each patrol officer took an average of 78 hours of vacation per year, 41 hours of sick leave, 24 hours of unpaid leave, and 75 hours of other leave, including time off for training, bereavement, and injury. Based on this leave data, the average officer is available for approximately 1,868 patrol hours per year.

A total of 4,380 officer hours are required to staff one person on one shift, 365 days per year. Considering that each officer can work around 1,868 hours per year, it indicates that approximately 2.3 officers must be hired to staff a single shift position year-round. The following table shows how this staffing factor applies to the Department's minimum staffing levels.

Table 10: Patrol Staffing Required to Meet Shift Minimums

Shift	Shift Minimum	Staffing Factor	Total Personnel Required
Day	3	2.3	8
Night	3	2.3	8
Total	3	N/A	16

Based on this staffing factor, the Department needs 16 patrol officers in order to meet shift minimums without relying on overtime. SPPD has 17 authorized patrol officer positions, which indicates that the Department is adequately staffed to meet current minimums.

In addition to minimum staffing requirements, Raftelis conducted analysis to inform recommended staffing requirements. In this analysis, the staffing factor was revised to reflect community preferences for proactive policing as reflected in the survey results, in-person community input sessions, and additional positions to support enhanced engagement efforts and improved transparency. In particular, the CRO will help streamline communication with the community, but the proactive policing work and ongoing engagement will be the responsibility of patrol officers. The analysis assumes patrol officers dedicate an additional two hours per week to community policing efforts. Furthermore, the staffing factor was increased by four hours of additional training per week for patrol officers based on training enhancements discussed in this assessment. These assumptions are estimates based on best practices, but the Department should regularly evaluate its capacity for patrol training and community engagement and adjust staffing needs as necessary.

The following table shows how the recommended staffing factor applies to the Department’s current staffing levels.

Table 11: Recommended Patrol Staffing Required

Shift	Minimum Staffing Factor	Minimum Personnel Required	Rec Staffing Factor	Rec Personnel Required
Day	2.3	8	2.8	9
Night	2.3	8	2.8	9
Total	N/A	16	N/A	18

Given these changes, the staffing analysis recommends a minimum of 18 patrol officers, one additional officer from the 17 currently authorized. This patrol staffing complement will allow the Department to meet their proactive community policing objectives and support adequate capacity for officer training and professional development. The estimated minimum cost for one patrol officer is \$119,285.

Recommendation 17: Evaluate the results of the Mobile Crisis Pilot Program and communicate findings to the community.

The City participated in the San Gabriel Valley Council of Governments (SGVCOG) Mobile Crisis Pilot Program from January 2022 through June 30, 2023. SGVCOG identified mental health crisis response as a critical gap for homeless services in the region. While traditionally, law enforcement has served as the first responder during a mental health crisis, the pilot program provided resources to support an alternative response method, using a mobile crisis team to respond to non-violent service calls, including persons experiencing homelessness and those experiencing a mental health crisis.

The initial pilot program included one mobile crisis team consisting of a mental health clinician and a peer support specialist. The team served participating cities of South Pasadena, San Marino, and Arcadia as follows for 40 hours per week:

Table 12: Mobile Crisis Pilot Program Service Schedule

City	Day of Week	Number of Hours
Arcadia	Friday	10 hours
San Marino	Monday	5 hours
South Pasadena	Thursday	10 hours
Available to all participating cities	Rotating as needed	15 hours

The City intends to use the pilot program to gauge what a permanent co-response service model may look like, and the Department currently has \$200,000 in earmarked funds to support a potential in-house Mobile Crisis Intervention Team. While the evaluation is ongoing, the pilot program aligns with the City’s Strategic Plan homeless initiatives and successfully leveraged outside resources to provide service improvements to the community. Results from the community survey strongly support this type of response as well; 81% of respondents indicated Social Workers and Emergency Medical Technicians should respond to incidents of homeless or loitering, and 94% of respondents suggested the same for an individual acting erratically.

The pilot program required data collection throughout implementation. The Los Angeles Centers for Alcohol and Drug Abuse (LACADA) collected data to inform program evaluation and metrics. The Department should review this data to assess program outcome metrics within the context of resource capacity required to support this type of co-response model permanently. Regardless of whether the Department continues with a co-response model on an ongoing basis, Crisis Intervention Training (CIT) should be integrated into patrol response and required for all officers annually.

The Department has shared quarterly updates with the City’s Social Services and Mental Health Task Force, consisting of local faith-based groups, community partners, Council of Governments, housing and homeless resources, and the Department of Mental Health. As the City assesses the pilot program evaluation and ongoing resource requirements, it is imperative that information communicated to the task force and Council continue to be shared with the larger community given their heightened interest in this type of service delivery model.

Recommendation 18: Set expectations for operational review, oversight, and accountability for patrol reports.

The Department policy manual requires patrol officers to submit reports before going off-duty. During conversations with staff, the standard practice is to submit any outstanding reports on the third day of an officer’s shift before going off-duty for the next four days. However, staff report submissions are often delayed and/or incomplete, likely due to staffing constraints and increased workload. This is a concern, because the longer it takes to submit a report, the less fresh the incident is in the officer’s memory. Inaccurate or incomplete reports can also impede investigations and impact the accuracy of police data overall.

Watch Commanders, generally Sergeants²⁸, are responsible for report review. They are the front-line shift supervisor in charge of making decisions that are consistent with Departmental policies, procedures, practices, functions, and

²⁸ Corporals can serve as Watch Commanders if no Sergeants are available.

objectives. They are the positions primarily responsible for ensuring that officers act in compliance with professional and ethical standards. However, while Department policy outlines expectations for Sergeants, staff report that these responsibilities have become relaxed in practice. This is a concern because if the Sergeants are not thorough in their role, there is no guarantee that officers are adhering to the Department's standards. The result could be officers interacting in a way that could negatively impact both public safety and public opinion.

The Department should address this issue by expanding upon the general expectations outlined in current policy as it relates to Sergeants and other supervisors, as well as setting specific performance expectations for report writing and review. Job descriptions should identify supervisory roles to eliminate any confusion, overlap of duties, and failure to discharge proper duties. Creating and, crucially, enforcing, these better-defined expectations will encourage more accountability and consistency among both officers and sergeants. The expectations can also serve as a valuable training tool for both new officers and new sergeants. First-line training should be implemented to ensure the agency is accountable in articulating expectations and performance expectations.

Sergeants should also take a more active role in reviewing call patterns to assist with identifying patterns and ensuring equitable policing standards are being upheld. The new CAD system that SPPD recently implemented should produce a shift log that can assist with the analysis. Call patterns can help sergeants identify specific training opportunities or other areas of focus.

Detective Bureau

The recommendations in this section focus on improving the rigor and responsiveness for addressing investigative caseload, especially the current property crime backlog. The first recommendation outlines ways to build in distribution of caseload, oversight of progress with case clearance, and improvement for tracking performance over time. The next recommendation involves creating a new Crime Analyst position that leverages a specialized skill set for modern policing that can assist with data collection and reporting capabilities and community engagement through crime prevention programs and initiatives. The last recommendation creates additional capacity for detectives to address property crime backlog by removing crime analysis and prevention responsibilities to focus on investigative services.

Recommendation 19: Establish performance expectations for caseload management to include clearance rates based on solvability factors.

The Detective Bureau is part of the Field Services Division. The Bureau includes six authorized positions: a supervisory Sergeant, a Corporal, two Detective Officers, a School Resource Officer, and a Crime Prevention Officer. The School Resource Officer and Crime Prevention Officer are sworn detectives with additional community-related assignments. All positions in the Detective Bureau investigate cases, as assigned by the Detective Sergeant. There is no formal process in place for assigning cases. The Detective Sergeant evaluates and determines caseload, prioritizing cases where a suspect is in custody or cases of crimes against persons.

The Department currently provides yearly clearance rates in its annual report, as summarized in the table below. Turnover in the Department has impacted clearance rates in recent years, as newer investigators are generally less efficient as they gain experience. Additionally, as of the time of this report, several hundred property crime cases remain deferred, dating back approximately six to nine months. Property crime cases have not been distributed due to lower priority and the additional time required to train new detectives.

Table 13: SPPD Property Crime and Clearance Rate Trends

	2018	2019	2020	2021
Crime Clearance	16%	17%	17%	10%
Property Crimes	522	568	634	501
Larceny-Theft	360	434	429	349

It is appropriate for the Department to document its process for assigning cases to detectives, both for consistency and transparency and as a training tool for new positions. This is especially important in times with limited staff capacity, as is currently the case, to help ensure that the most critical cases are given priority. The current practice for case assignment should be documented in the Department policy manual SOPs for training purposes. The Detective Sergeant should also develop a formal process for assigning cases via email or electronic workflow within the RMS. There should be a documented triage process for cases assignment which considers three broad categories:

- Cases that are not amenable to successful investigation and should be closed
- Cases that clearly merit further investigation
- Cases where a cost-benefit analysis should be used to determine solvability if additional resources were available

The Department should also establish specific standards for case contact and closure rates to help track overall performance. There is no established standard for the timeliness of investigations, and there are no formal procedures to establish general target dates and periodic updates. A more intentional process to track investigation progress as a Bureau will help ensure that the Department’s investigative focus is monitored and guided by the Detective Sergeant. This can be accomplished through two primary mechanisms. First, a weekly Detective staff meeting should be established whereby each Detective provides a brief update on active cases and the weekly investigative work plan. This creates a defined place for collaboration and communication among Detectives and allows the Sergeant to evaluate resource and training needs, provide direction, and adjust assignments as necessary. Second, the Detective Sergeant should establish routine, calendared supervisory follow-up. This includes oversight for initial contact with victims and witnesses has occurred no later than 21 days of the crime, ideally within seven to 15 days and for each active case, at set intervals of 30, 60, and 90 days. This will provide timeline benchmarks that will help frame investigative follow-up and progress.

Recommendation 20: Create a civilian Crime Analyst position.

Modern technologies like cell phones, computers, the internet, surveillance cameras, and satellite mapping have vastly increased the pool of data available when investigating crimes. However, in order for this information to be used effectively, there must be dedicated staff capacity for performing this analysis. Technology available for investigations is also constantly changing, meaning that capacity must be dedicated to remaining up to date on the latest analysis tools in order for an investigative unit to be as effective as possible.

The Detective Bureau already has one dedicated Crime Analysis/Crime Prevention Officer, but this sworn position is also responsible for conducting some case investigations. This limits their ability to focus on enhancing analysis tools for investigations and informing the patrol division. For example, the process of mapping crime locations is manual and paper based. It does not leverage Geographic Information Systems (GIS) or other related mapping technologies. This means that the Department may be missing key analysis that would inform both their investigations and their proactive crime prevention efforts.

A dedicated civilian position focused on technology-led policing would help the Department realize operational efficiencies and optimize data collection and reporting efforts that improve communication and transparency with the community. The position should strengthen internal and external processes by focusing on technology's role in key services to the community like property crime clearance and preventive outreach. This position should be highly technical, focused on developing enhanced reporting and data analysis from the CAD/RMS system. Crime prevention initiatives and programs should also be part of this position's responsibilities, requiring collaboration with the CRO to effectively communicate programs and education to the community. Additionally, the position should develop an automated and formalized daily briefing template for patrol operations.

Training for this role will be integral. As a smaller department, the exposure to technical expertise and complex cases is limited. The Department should consider partnering with a larger law enforcement agency nearby, like the Los Angeles Police Department, to provide opportunities to see large scale comp stat operations, a Real Time Crime Center (RTCC), and opportunities to join specialized training sessions.

The minimum estimated cost for the new position is \$95,420 based on the existing Management Analyst classification. A new classification, pay grade, and job description will be needed for this position.

Recommendation 21: Increase sworn officer capacity to address property crime caseload.

Currently the Crime Analysis/Crime Prevention position is a sworn officer who handles both investigative cases and crime analysis and prevention duties. The recommendation to add a civilian Crime Analyst position, whose full-time responsibilities include crime analysis and prevention, also creates additional capacity to address the volume of property crime cases with a full-time officer position.

Property crime solvability and time sensitivity typically result in lower priority assignment and deferred clearance expectations. The recent backlog in case assignments and decline in the clearance rate for the Department indicate the bureau is struggling to meet service-level expectations. While property crimes may yield a lower priority for operational purposes, they impact several members of the community and may serve as the primary point of contact or interaction citizens and business owners have with the Department. Nearly 50% of respondents in the Community Survey indicated their interaction with the Department was as the victim of or witness to a crime or other incident.

For this reason, it is important to adequately resource the Detective Bureau to address all levels of crime as appropriate based on solvability and resources. Two of the six authorized positions in the Bureau have ancillary responsibilities tied to community relations. The recommendations for a new Community Relations Officer position and Crime Analyst position should enhance capacity within the Detective Bureau to adequately address caseload volume and improve community responsiveness for victims of property crime.

Conclusion

This organizational assessment considered opportunities to improve the efficiency and effectiveness of public safety services in the City of South Pasadena. It factored in the results of facilitated community engagement activities and the Department's strong commitment to community policing strategies. The recommendations keep community priorities and expectations central to organizational structure and policies and are rooted in best practices for 21st century policing. They will require additional resources to effectively deliver heightened community expectations for engagement, transparency, and accountability. Where appropriate, the report identifies specific positions that can be re-allocated to streamline services and provide better value for the City.

Prioritization for implementing the recommendations in this report requires ongoing dialogue among key stakeholders – the City Council, PSC, and City and Department Leadership. The recommendations may be phased over several years to balance the daily workload requirements with new strategic initiatives. An annual workplan that integrates prioritized recommendations from this report is advised. The short-term focus should be on the recommendations that improve community policing relationships, including the creation, and hiring of a CRO and Civilian Crime Analyst. Once in place, the positions will provide capacity to focus on intentional communication and engagement plans, improvements to data-collection and reporting, and support for re-establishing the Office of Professional Standards in the Department.

Streamlining the support services division should follow implementation of the community-based recommendations. This includes hiring a Support Services Sergeant, reclassifying a vacant Police Assistant position to a Dispatch Supervisor, and adding an additional Police Clerk II position. These positions will improve operational effectiveness by directly addressing workload demand that has led to backlog or delayed responsiveness to the community and stakeholders. In addition, the Sergeant and administrative team can begin to focus on enhanced officer training and proactive recruitment strategies to ensure Department employees are adequately trained to meet performance expectations and know they are supported by active recruiting to address officer vacancies that result in a higher workload for them.

APPENDIX A:
COMMUNITY SURVEY RESULTS

Community Survey Results

Raftelis conducted a community survey during May and June 2023 to develop a greater understanding of the relationship and service level expectations between South Pasadena Police Department and the community. The survey was distributed via an online platform, Zoho Survey, and was available in English, Mandarin, Spanish and Korean. The survey received 234 responses.

The body of the report summarizes themes from open-ended survey responses. This section provides details of other responses to survey questions, as well as a comparison of responses across demographic groups.

Demographics

The following tables provide an overview of the demographics of community survey respondents. Demographics include relationship to the City, age, gender, race/ethnicity, and languages spoken.

Table 14: Respondents by Relationship to the City²⁹

Relationship	Count	Percent
I live there	175	75%
I work there	34	15%
I own a business there	15	6%
I represent a nonprofit or community organization that provides services there	14	6%
Community activist	1	0%
Former employee	1	0%
Visitor	1	0%
Former resident	1	0%
No response	50	21%

Table 15: Respondents by Age

Age	Count	Percent
Under 18	1	0%
18-25	3	1%
26-40	29	12%
41-55	82	35%

²⁹ Respondents could choose more than one option, so responses do not add up to 100%.

Age	Count	Percent
56-70	56	24%
Over 70	14	6%
No response	49	21%
Total	234	100%

Table 16: Respondents by Gender

Gender	Count	Percent
Female	101	43%
Male	76	32%
Nonbinary/Other	2	1%
No response	55	24%
Total	234	100%

Table 17: Respondents by Race/Ethnicity

Race/Ethnicity	Count	Percent
Asian	45	19%
Black or African American	6	3%
Hispanic or Latinx	14	6%
Other	4	2%
Two or More Races	11	5%
White	94	40%
No response	60	26%
Total	234	100%

Table 18: Respondents by Language(s) Spoken³⁰

Language	Count	Percent
Armenian	2	1%
Cantonese	3	1%
English	186	79%
French	3	1%

³⁰ Respondents could select more than one option, so percentages do not add up to 100%.

Language	Count	Percent
German	2	1%
Greek	1	0%
Japanese	2	1%
Korean	1	0%
Mandarin	8	3%
Russian	1	0%
Spanish	21	9%
Tagalog	2	1%
Thai	1	0%
Toki Pona	1	0%
No response	45	19%

Survey Responses

The following sections provide survey responses to questions in the following categories: Perception of Safety, Trust, Interactions with Police, Transparency and Communication, Engagement, Accountability, Community Policing, Officer Priorities, and Response Type.

PERCEPTION OF SAFETY

Respondents were asked about their level of agreement with several statements about their safety overall. Agreement by statement is shown in the table below.

Table 19: Agreement to Statements About Perceptions of Safety

Statement	Strongly Agree	Agree	Disagree	Strongly Disagree	Total Agreement
I feel safe in the community overall	44%	47%	7%	1%	92%
I feel safe walking alone in my neighborhood at night	24%	47%	22%	8%	71%
I feel safe walking alone in my neighborhood during the day	62%	31%	6%	1%	93%
Total	43%	42%	12%	3%	85%

Respondents were also asked how their perceptions of safety in South Pasadena have changed in the past year. Responses are summarized in the following figure.

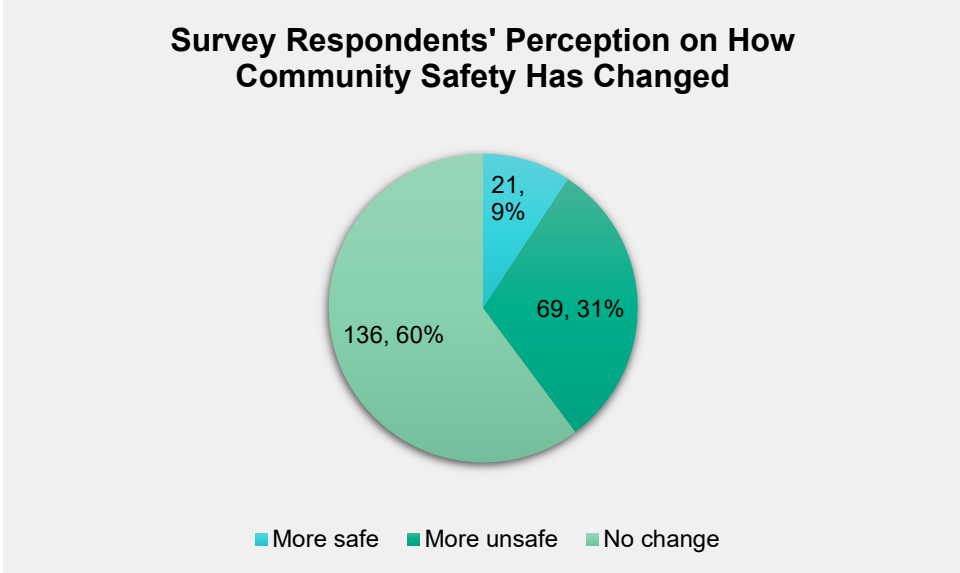


Figure 10: Changes in Community Perceptions of Safety

TRUST

Respondents were asked about their level of agreement with several statements about trust in the police. Agreement by statement is shown in the table below.

Table 20: Agreement to Statements About Trust

Statement	Strongly Agree	Agree	Disagree	Strongly Disagree	Total Agreement
I trust police in general	37%	36%	15%	13%	73%
I trust the Police Department and its Officers	38%	37%	16%	9%	75%
The Police Department and its Officers have the community's best interests at heart	36%	43%	12%	8%	79%
The Police Department treats all populations equally regardless of factors like race, gender, and socioeconomic status	33%	29%	17%	20%	62%
Total	36%	36%	15%	13%	72%

Respondents were also asked how their perceptions of safety in South Pasadena have changed in the past year. Responses are summarized in the following figure.

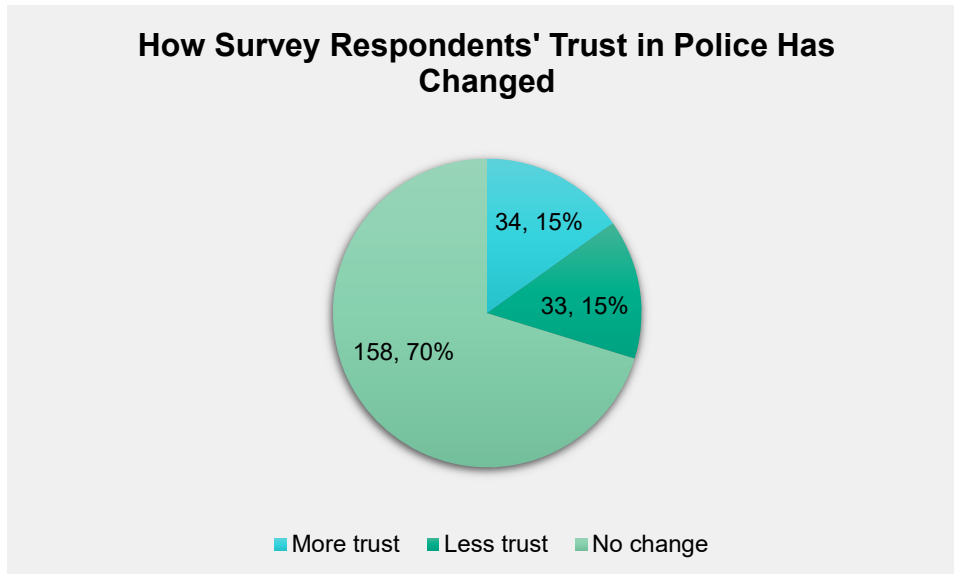


Figure 11: Changes in Community Trust

INTERACTIONS WITH POLICE

Respondents were asked how they had interacted with SPPD in the past.

Table 21: Past Interactions with South Pasadena Police Officers³¹

Interaction	Count	Percent
As the target of law enforcement activities (e.g., arrest, citation)	14	7%
As the victim of or witness to a crime or other incident	92	49%
At the scene of an emergency (traffic accident, natural disaster, etc.)	59	31%
At a community meeting or event	105	56%
Other	45	24%

Respondents were asked about their level of agreement with several statements about police interactions. Agreement by statement is shown in the table below.

Table 22: Agreement to Statements About Police Interactions

Statement	Strongly Agree	Agree	Disagree	Strongly Disagree	Total Agreement
I feel more positive about the Police Department after my interaction with the Officer	39%	33%	20%	10%	71%
I felt heard and listened to after the interaction was over	40%	37%	16%	8%	77%
Police Officers communicated clearly	45%	40%	12%	2%	85%

³¹ Respondents could select more than one option, so responses do not add up to 100%.

Statement	Strongly Agree	Agree	Disagree	Strongly Disagree	Total Agreement
Police Officers treated me with respect	50%	38%	9%	3%	88%
Total	43%	37%	14%	6%	80%

TRANSPARENCY AND COMMUNICATION

Respondents were asked about their level of agreement with several statements about transparency and communication. Agreement by statement is shown in the table below.

Table 23: Agreement to Statements About Transparency and Communication

Statement	Strongly Agree	Agree	Disagree	Strongly Disagree	Total Agreement
The Department provides communications in multiple languages and works to reach underserved communities	16%	55%	22%	7%	71%
Communication from the Police Department is timely and responsive	26%	44%	25%	5%	70%
The last interaction that I had with a Police Officer from the Department was positive	39%	35%	16%	10%	75%
The Police Department is communicative and transparent	18%	48%	25%	10%	66%
Total	25%	45%	22%	8%	70%

ENGAGEMENT

Respondents were asked about their level of agreement with several statements about engagement. Agreement by statement is shown in the table below.

Table 24: Agreement to Statements About Engagement

Statement	Strongly Agree	Agree	Disagree	Strongly Disagree	Total Agreement
Police Officers are present in the community	28%	49%	17%	5%	77%
The Police Department seeks out and is responsive to public feedback and input	17%	49%	24%	10%	66%
Total	23%	49%	21%	8%	72%

ACCOUNTABILITY

Respondents were asked about their level of agreement with several statements about accountability. Agreement by statement is shown in the table below.

Table 25: Agreement to Statements About Accountability

Statement	Strongly Agree	Agree	Disagree	Strongly Disagree	Total Agreement
Police Officers are held accountable when they do something wrong	18%	42%	19%	21%	59%
Police Officers treat all community members with respect	26%	35%	20%	19%	61%
Total	22%	38%	20%	20%	60%

COMMUNITY POLICING

Respondents were asked about their level of agreement with several statements about community policing. Agreement by statement is shown in the table below.

Table 26: Agreement to Statements About Community Policing

Statement	Strongly Agree	Agree	Disagree	Strongly Disagree	Total Agreement
I regularly see Police Officers in my neighborhood	16%	45%	31%	9%	60%
Police Officers should be responding to calls related to mental health, as long as they receive appropriate training and support	24%	38%	22%	17%	61%
Total	20%	41%	26%	13%	61%

Respondents were also asked, “On average, how much of a Police Officer’s time should be spent interacting with the community they serve, rather than following up on an incident or a request for service?” Responses are shown in the following table.

Table 27: Officer Time Spent on Proactive Policing

Interaction	Count	Percent
10% or less	28	15%
10% to 20%	67	37%
20% to 35%	41	23%
35% to 50%	33	18%
More than 50%	12	7%
Total	181	100%

OFFICER PRIORITIES

Respondents were asked to name the top three ways that officers should be spending their time. Options are shown below in order of overall ranking, along with the number and percent of respondents who selected each option as one of their top three priorities.

Table 28: Priorities for Officer Time

Action	First Priority	Second Priority	Third Priority	Percent of Respondents Selecting as a Top Priority
Investigating violent crimes	50%	9%	13%	72%
Investigating property crimes	2%	34%	10%	46%
Finding ways to prevent violent crimes	13%	15%	11%	40%
Finding ways to prevent property crimes	10%	12%	12%	34%

Action	First Priority	Second Priority	Third Priority	Percent of Respondents Selecting as a Top Priority
Enforcing traffic laws	9%	6%	19%	34%
Finding ways to provide support and assistance to the community	8%	6%	9%	23%
Enforcing public nuisance laws (e.g., noise, graffiti)	4%	4%	9%	17%
Enforcing narcotics laws	1%	7%	8%	15%
Finding ways to address substance use issues	1%	3%	3%	8%

RESPONSE TYPE

Finally, respondents were asked who should respond to different types of incidents. Incidents are listed below, along with the percent of respondents selecting each response type.

Table 29: Response Type

Incident	Armed Officers	Unarmed Officers	Social Workers	Emergency Medical Technicians	Other
Shots fired or potential violence	97%	8%	3%	13%	2%
Theft or break in	75%	29%	1%	1%	2%
Narcotics dealing	73%	29%	7%	4%	3%
Violent crime committed by a minor	71%	38%	49%	11%	6%
Domestic violence	69%	37%	51%	16%	4%
Narcotics possession or consumption	48%	44%	31%	26%	4%
Child abuse	42%	44%	74%	29%	6%
Individual acting erratically	40%	35%	59%	35%	4%
Traffic violation	38%	66%	1%	2%	5%
Homelessness or loitering	26%	43%	69%	12%	4%
Non-violent crime committed by a minor	16%	71%	60%	5%	6%
Individual in medical distress	10%	26%	25%	88%	3%

Responses by Demographic Group

The following sections compare how survey responses differ based on respondents' demographic groups.

AGE

Respondents aged 40 and under were generally less likely to agree with positive statements about SPPD than older respondents. Average agreement among those 40 and under was 52%, compared to 78% for those over 40. The following table shows the five statements with the largest disparity in agreement.

Table 30: Statements with the Greatest Disparity in Agreement by Age

Statement	40 or Under Agreement	Over 40 Agreement	Disparity
I trust police in general	34%	80%	-45%
I trust the Police Department and its Officers	41%	82%	-41%
The Police Department and its Officers have the community's best interests at heart	47%	87%	-40%
Police Officers should be responding to calls related to mental health, as long as they receive appropriate training and support	32%	68%	-35%
Police Officers are held accountable when they do something wrong	32%	67%	-35%

GENDER

Female respondents were somewhat less likely to agree with positive statements about SPPD than older respondents. Average agreement female respondents was 72%, compared to 78% for male respondents. The following table shows the five statements with the largest disparity in agreement.

Table 31: Statements with the Greatest Disparity in Agreement by Gender

Statement	Female Agreement	Male Agreement	Disparity
I feel safe walking alone in my neighborhood at night	64%	82%	-18%
The Department provides communications in multiple languages and works to reach underserved communities	66%	81%	-15%
The Police Department treats all populations equally regardless of factors like race, gender, and socioeconomic status	57%	72%	-15%
I trust police in general	66%	80%	-14%
The Police Department is communicative and transparent	63%	75%	-12%

RACE/ETHNICITY

Non-White and White respondents had similar overall levels of agreement, at 74% and 75%, respectively. However, agreement differed for some individual statements. The following table shows the five statements with the largest disparity in agreement.

Table 32: Statements with the Greatest Disparity in Agreement by Race/Ethnicity

Statement	Non-White Agreement	White Agreement	Disparity
Police Officers treat all community members with respect	71%	57%	15%
I feel safe in the community overall	86%	98%	-12%
I feel safe walking alone in my neighborhood at night	65%	76%	-11%
Police Officers are held accountable when they do something wrong	67%	56%	11%
I feel safe walking alone in my neighborhood during the day	87%	98%	-11%

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APPENDIX B:
**PUBLIC SAFETY COMMISSION
MEETING COMMENTS**

Key Themes from the Public Safety Commission Meeting & October Public Meeting

On June 5th, 2023, Raftelis appeared at a special evening meeting of the City's PSC. Approximately 10 public members were in attendance and another three online via the Zoom platform. In addition, on October 10, Raftelis held another public meeting. Approximately five members of the public attended. This appendix summarizes public comments at that meeting.

What would improve your Sense of Safety?

- More appropriate response to my concerns and calls
- Take us seriously; it is serious to us
- Traffic Issues, pedestrian and bicycle safety
- Upgrade infrastructure to modern standards (security cameras, etc.)
- Socialize with neighbors
- Address mental health related issues

What does Community Policing look like?

- Building a rapport with the residents and business owners
- Knowing members of the community
- More accountability; documenting accurate data
- Dialogue and communication
- Fair and equitable police engagement
- Expanding Community Watch
- Training
- Receiving community feedback
- Increasing services to meet the demand (volunteers, budget)

What would build Trust?

- Transparency
 - Steps taken/ process
 - Community education
 - Communication, keeping community informed
 - Updates and case status
- Calls For Service data
- Traffic Stops data
- Establish reliable data criteria or dashboard
- Complaints on officers
- Unbiased policing
- CLEAR Act

- Constitutional policing
 - Protests
 - First Amendment laws
- Non-monetary accountability
 - Hotline
 - Body worn cameras
 - Officer background checks
 - Communicated responses
- Makeup of the PSC
 - Chief is staff liaison now
 - Make oversight entity without Chief
- Dashboard with real-time data on arrests, race, gender, and performance metrics
- Address any culture of bias in policing

Have you personally interacted with the SPPD? If so, how would you describe that interaction?

- Train dispatchers on customer service
- Provide help on target hardening
- Increase in-person interactions; not everyone is on the internet/computer

What did we not talk about that is important to know? What is missing?

- Want training for police on non-violent crimes
 - For PD but also for me as resident, what can I do?
- Want training on union and other protests, how to handle
- More partnering with other agencies – wellness checks, domestic incidents, etc.
- Allow electronic reports for low-level crimes, attach photos, etc.
 - Noted that you can make some City reports on South Pasadena app
- Customer service training in PD office
- Public to provide positive reinforcement to the PD

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ATTACHMENT 2

January 18, 2023 Council Agenda Item:

PD Assessment Award of Contract

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City Council Agenda Report

ITEM NO. 11

DATE: January 18, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Domenica K. Megerdichian, Deputy City Manager

SUBJECT: **Approve Fund Allocation and Appropriate of Funds and Award of Contract to Raftelis for the South Pasadena Police Department Organizational Assessment, in an Amount Not-to-Exceed \$99,500**

Recommendation

It is recommended that the City Council:

- 1) Allocate and appropriate \$99,500 from the General Fund Account 101-0000-0000-3200-000 to the Police Department Contract Services Account Number 101-4010-4011-8180-000; and
- 2) Approve an award of contract to Raftelis (Raftelis Financial Consultants, Inc.) for the organizational assessment of the Police Department in an amount not-to-exceed \$99,500.

Background

The City of South Pasadena has embarked on agency-wide department organizational assessments in a strategic effort in analyzing the current state of each department and learning of recommendations to improve upon the operations and incorporate industry best practices. The assessments are poised to identify specific and actionable priority management, resource, staffing and service to the community improvements. The City Manager's Office is working directly with each department to plan for and complete assessments across the board: the Public Works Department assessment was completed in Fall 2021; the Finance Department, Community Services Department, and Management Services Department's Human Resources and Information Technology division assessments are underway. The South Pasadena Fire Department is working on creating their Request for Proposal (RFP) in the near future.

For all department organizational assessments, the City Manager with the City Council have provided staff the direction that the final reports provided to the City Manager and presented to City Council incorporate an assessment of staffing, resources, a review of policies and procedures, and general recommendations based on industry changes and best practices. The City Manager will work with each department in strategically planning for and implementing recommendations from the assessments along with the general oversight and operational management of the agency.

The South Pasadena Police Department released a Request for Qualifications (RFQ) in December 2021 that yielded eight (8) responses; a Request for Proposals (RFP) was released in March 2022, and yielded three (3) responses. A community working group was formed to review and select the consultant to conduct the work; the group is representative of the Public Safety Commission, community members selected with the help of the Mayor’s input, and the City Manager’s Office. The working group includes Public Safety Commissioners Ed Donnelly and Bethesda Gee, community members William Kelly and Anne Bagasao, and Deputy City Manager Megerdichian. In reviewing the initial RFP and responses, the working group identified an opportunity to strengthen the RFP by establishing more of a community lens, incorporate more community input in the surveys and fact finding the consultant would be tasked with incorporating, as well as a more solid rating criteria by which the working group could review and determine the top consultant for the project.

The RFP identified the following areas of focus:

- To advise on an assessment of efficient Police Department services, delivery, and approaches from a lens of racial equity, and in consideration of community frameworks
- To facilitate the community engagement process with at least one forum-type community meeting and one discussion with the Public Safety Commission; to produce outreach materials including a survey developed by the consultant to be shared on the City’s blog, social media accounts and City Council and Public Safety Commission meetings
- To provide technical assistance regarding emerging best practices in the development of contemporary police services and responsibilities from legal and academic research, other comparable jurisdictions, and feedback from community-based social justice entities
- To address the following assessments areas per City Council direction for all Department assessments: staffing, operations, resources, workflows and output, policy review, diversity, equity and inclusion (DEI) lens and initiatives, and overall operations recommendations.

The working group revised the RFP and released it in September 2022, and it yielded five (5) responsive bids:

Consultant/Respondent	Proposed Cost
Resource Development Associates (RDA)	\$202,196
Raftelis Financial Consultants (Raftelis)	\$99,500
Fitch & Associates	\$104,500
Matrix Consulting Group	\$79,000
Center for Public Safety Management, LLC (CPSM) + Zencity for the Community Engagement Work and Tool	\$104,419 + \$28,000 = \$132,419

Analysis

All bids received in response to the RFP were deemed complete and responsive by the Working Group. The RFP was reviewed and used as a guiding document in reviewing each proposal for completeness, quality of response, approaches explained by the applicant, examples or samples provided.

The City of South Pasadena follows best practices in awarding contracts via Requests for Proposal by awarding the agreements to the lowest responsive and responsible bidder. The Working Group reviewed all submittals individually, and in group settings virtually. In determining the top candidates, the working group utilized rating/scoring sheets to assist in determining the points each proposal earned in previously-discussed and adopted categories and weights. Each Working Group member completed their rating sheets individually, and the group discussed all outcomes; there were no outliers, and the group found consensus in their determinations. Upon completing the review of the proposals, the Group invited two applicants- RDA and Raftelis- to a top candidates virtual interview, which took place in late-December 2022. Upon completing the interviews, the Group unanimously decided to recommend award of contract to Raftelis.

The RFP identifies a phased timeline and deliverables for the consultant to follow; assuming the award of contract tonight, the timeline provides for approximately February through June 2023 to conduct and complete the assessment, with the completion of deliverables anticipated end of June 2023. The City Manager will work with the Mayor in forecasting and scheduling the final report and presentation before the City Council thereafter.

Fiscal Impact

Raftelis' complete proposal to conduct and complete the SPPD Assessment in response to the working group's RFP is costed at an amount not-to-exceed \$99,500. The recommendation requests an allocation and appropriation of \$99,500 from the General Fund Account 101-0000-0000-3200-000 to the Police Department Contract Services Account Number 101-4010-4011-8180-000 for this use.

Attachments:

- 1) South Pasadena Police Department Assessment RFP
- 2) Raftelis Proposal- Received October 31, 2022
- 3) Draft Agreement with Raftelis for Police Department Assessment RFP and Scope of Work as Exhibits to the Agreement

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ATTACHMENT 1
South Pasadena Police Department Assessment RFP
September 2022

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Request for Proposals (RFP)

South Pasadena Police Department Organizational Assessment



City of South Pasadena

Police Department

Brian Solinsky, Chief of Police

1422 Mission Street

South Pasadena, CA 91030

(626) 403-7273

Deadline for Submittal

October 31, 2022, at 4:00 p.m.

Responses shall be submitted in a sealed envelope(s) or package(s). The name and address of the respondent must also be clearly printed on the outside of the envelope(s) or package(s), along with project name: "Project No. 2022-03PD South Pasadena Police Department Organizational Assessment RFP".

INTRODUCTION

The City of South Pasadena (City) is seeking proposals for a qualified contractor to support the City Manager in the design, development, and execution of a plan of complete assessment to complete a public safety assessment of the Police Department to include: the organizational structure, workload, overall efficiency, information technology, and a policy review working with the City's Public Safety Commission.

BACKGROUND

The City is a charming community, situated only six miles from downtown Los Angeles. Called the City of Trees, the area is known for its stunning homes, unique small businesses, and top quality schools. South Pasadena's diverse population of about 25,000 occupies a mere 3.44 square miles of flatlands and hillsides on the west side of the San Gabriel Valley. More than 100 acres of parks and playgrounds blanket its landscape and more than 21,000 trees adorn its streets. The quiet, historic character of its attractive neighborhoods is a testament to the preservationist efforts of residents in protecting both its architectural and natural beauty. The City enjoys a low crime rate and the benefits of a close-knit, participation-oriented community.

The Mission of the Police Department is to provide our community with the safest possible environment using interactive crime prevention methods, public education programs, and the equitable and professional application of the law. The Department's core values include integrity, quality of service, respect for people, and a strong work ethic.

GOALS AND OBJECTIVES

The primary purpose of the consultant is to provide the City with a plan of complete assessment and comprehensive analysis of a law enforcement review.

AREAS OF FOCUS

This section is intended to ensure potential respondents of this RFP understand the City's desired outcome of hiring a consultant for an in-depth law enforcement review document. The successful candidate will provide evaluation, analysis, and information to support the City Manager in developing a recommended plan for consideration regarding the Police Department review process and consideration of next steps:

- To advise on an assessment of efficient Police Department services, delivery, and approaches from a lens of racial equity, and in consideration of community frameworks, advise regarding assessment of law enforcement services, delivery, and approaches.
- To facilitate the community engagement process and collaborate with affected departments and labor representatives. The consultant can expect to facilitate at least one forum-type community meeting, and one discussion at a Public Safety Commission meeting. Outreach materials including, but not limited to, a survey developed by the consultant will be shared on the City's blog, social media accounts, and/or at City Council and Public Safety Commission meetings.
- To provide technical assistance to the City Manager regarding emerging best practices in the development of contemporary police services and responsibilities from legal and academic research, other comparable jurisdictions, and feedback from community-based social justice entities.

- To address the following assessment areas per City Council direction for all Department assessments:
 - Staffing
 - Operations
 - Resources
 - Workflows and output
 - Policy review
 - Diversity, Equity, and Inclusion lens and initiatives
 - Overall operations recommendations

SUBMITTAL REQUIREMENTS

Responses to the RFP must include the following:

Written Proposals – Must include two (2) physical copies and one (1) electronic copy on a flash drive of the below items:

Cover Letter – The letter must indicate why the candidate is interested in pursuing the Project; how the Project relates to other work the candidate has successfully performed; consultant philosophy as it pertains to public safety review and why the candidate should be selected to move forward to the next step in the selection process.

Statement of Qualifications – Provide a clear description of the consultant’s experience. Describe experience with public safety agency projects relevant to the Areas of Focus in Exhibit A for this project. The listed experience should distinguish between the experience and projects of the firm, individuals, and team. **May be combined with the Cover Letter, but please address all components of both.**

References – Include a minimum of three (3) professional references.

Cost Proposal - Offeror/consultant shall submit a detailed cost proposal, submitting costs and estimated number of hours for each objective listed in Scope of Services and Department Operations. The consultant shall also include their hourly rates for any out of scope work requested. The City reserves the right to choose the order the objectives will be completed. If funds are not available to complete the entire project, the City reserves the right to request the work to be done in the following budget year.

Sample Proposal – Provide a final assessment report completed by consultant for another Police Department or law enforcement agency, or a sample report of a Police Department public safety assessment drafted by the consultant. The sample assessment should include review of the organizational structure, workload, overall efficiency, information technology, and policy review.

The entire proposal must be received no later than **October 31, 2022 at 4:00 p.m.**

Please send **two physical copies and one electronic copy** placed on a flash drive of all proposals in a sealed envelope(s) or package(s) clearly marked with the Project name "Project No. 2022-03PD South Pasadena Police Department Organizational Assessment RFP" to:

City Clerk
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030 626-402-7231
cityclerk@southpasadenaca.gov

NOTE:

Respondents are expected to examine this RFP carefully, and understand the terms and conditions for providing the services listed herein and respond completely. The selected consultant will be required to enter into the attached 'Professional Services Agreement for Consultant Services'. Any questions concerning the agreement should be asked prior to submission of proposals. No changes to the agreement will be allowed after award of contract. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation of the submittal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

Attachment: Professional Services Agreement for Consultant Services

Key Deliverables, Timeline and Budget:

Activities	Key Deliverables or Actions	Target Date of Completion*
Phase One: Meet with City Manager staff, any additional technical assistants to co-design approach and timeline for the project.	<ul style="list-style-type: none"> -Plan for the project outline -Development calendar of milestones of the recommendations for the City Manager. -Identify protocols, logistical and technological considerations for effective deliberation -Solidify calendar of advisory consultations and methods for collection of community input for stakeholders 	February 2023
Phase Two: Convening of Project	Consultant to collaborate with City Manager and Police Department staff to: <ul style="list-style-type: none"> -Choose background materials on police services, delivery and approaches -Identify emerging best practices from academic and other sources related to assessment of police services -Participate in regular internal deliberations with City staff and technical advisors -Facilitate external meetings as determined by the team 	March-April 2023
Phase Three: Facilitation of Community Engagement Meetings and Synthesis of Emerging Best Practices	<ul style="list-style-type: none"> -Facilitate public meetings to be held -Continue deliberations with City staff to compile and integrate community input, subject matter expertise, and research findings on reallocation of police services -Support staff to finalize final recommended plan for City Council review -Preparation to define the community engagement process that informed final recommendations, if needed 	April-May 2023
Phase Four: Evaluation, Recommendations on Operationalization of Council Action and Next Steps	<ul style="list-style-type: none"> -Continue deliberations with City staff to evaluate process and assess City Council presentation -Participate in any considerations of implementation or operationalization of reallocations -Facilitate any meetings determined to be necessary regarding next steps 	May 2023
Completion of Deliverables:	<ul style="list-style-type: none"> -Delivery of completed assessment to City staff regarding Police Department organizational structure, workload, overall efficiency, information technology, and policy review 	June 30, 2023

*Dates subject to change

ESTIMATED TIMELINE FOR SELECTION

SCHEDULE FOR SUBMISSIONS, SELECTION, AWARD AND IMPLEMENTATION

The distribution, receipt, and evaluation of proposals, as well as the selection of the consultant, will conform to the following schedule:

Expected Timeline	
Release of the RFP	September 29, 2022
RFP Submittal Deadline	October 31, 2022 at 4:00 p.m.
Proposal Screening and Finalist Selections	November 7-10, 2022
Finalist Interviews	November 14-16, 2022
Final Contract Review and Agreement	December 5, 2022
Recommendation to City Council for approval of contract if necessary *	January TBD, 2023 at 7:00pm
Notice to proceed *	Late January 2023

*Schedule Subject to Change

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / [**Company or Individual**])

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and _____, a _____ (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **[enter description of consultant’s services]**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in proposal attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Alison Wehrle, Management Analyst. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is [redacted] Dollars (\$[redacted]).
- 3.5. “Commencement Date”: [date].
- 3.6. “Termination Date”: Upon completion of the work

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant

shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. [Name of Project Manager] shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds

expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: South Pasadena Police Department Organizational Assessment
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- ~~Professional Liability Insurance: \$2,000,000 per occurrence,
\$4,000,000 aggregate~~
- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$4,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

- ~~12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.~~
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at

least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: South Pasadena Police Department, South Pasadena, CA 91030.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Alison Wehrle, Management Analyst
South Pasadena Police Department
1422 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7273
Facsimile: (626) 403-7271

If to Consultant

[Name]
[Address]
[Address]
Telephone:
Facsimile: ()

With courtesy copy to:

Andrew L. Jared
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys’ Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of South Pasadena

“Consultant”
[Name of Company or Individual]

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
City Clerk's Office Representative

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____

Exhibit A
“Scope of Services”

Scope of Services

The Consultant shall provide a report to the City Manager that provides analysis and recommendations to optimize public safety response while identifying and quantifying improvements and enhancements and cost savings measures for the City. Each area of Department Operations listed below should be evaluated for:

1. Opportunities.
2. Risks.
3. Increased efficiency.
4. Improved effectiveness.
5. Comparison to national and regional standards and best practices.

Department Operations

After conducting analysis and outreach, Consultant shall objectively and independently develop recommendations to the City Manager in the form of a written report for the near-term (1–4 years) and long-term (5–10 years) operations of the Police Department based upon, but not limited to:

1. Community data.
2. Current conditions, delivery performance, demand, and distribution.
3. Call volumes.
4. Response times.
5. National and regional standards and best practices.
6. Future growth and demand forecasts.
7. Staffing.
8. Policy review and recommendations.

City Responsibilities: Department Meetings and Facility Inspections

The City of South Pasadena will provide the consultant access to information and personnel as required during the comprehensive study to answer questions in a timely manner. The City of South Pasadena shall maintain all property rights of all material and deliverables produced from this review.

Schedule

The consultant should plan that a notice to proceed will be issued approximately late January 2023. The consultant will propose a schedule as part of their proposal that best represents their level of effort available for this project.

Funding

This project will be funded using 100 percent City funds. The proposed budget will not be provided to Offerors.

Deliverables

A final report will be submitted via paper and electronically in PDF format, bookmarked accordingly for each objective listed above. The report shall include an executive summary and recommendations for each objective under Department Operations. The report will be presented to the City Manager and findings may be presented to the City Council. The Consultant may be asked to present the findings and methodology to the City Council.

RFP Submittal Requirements

Written Proposals – Must include two (2) physical copies and one (1) electronic copy on a flash drive of the below items:

Cover Letter – The letter must indicate why the candidate is interested in pursuing the Project; how the Project relates to other work the candidate has successfully performed; consultant philosophy as it pertains to public safety review and why the candidate should be selected to move forward to the next step in the selection process.

Statement of Qualifications – Provide a clear description of the consultant’s experience. Describe experience with public safety agency projects relevant to the Areas of Focus in Exhibit A for this project. The listed experience should distinguish between the experience and projects of the firm, individuals, and team. **May be combined with the Cover Letter, but please address all components of both.**

References – Include a minimum of three (3) professional references.

Cost Proposal - Offeror/consultant shall submit a detailed cost proposal, submitting costs and estimated number of hours for each objective listed in Scope of Services and Department Operations. The consultant shall also include their hourly rates for any out of scope work requested. The City reserves the right to choose the order the objectives will be completed. If funds are not available to complete the entire project, the City reserves the right to request the work to be done in the following budget year.

Sample Proposal – Provide a final assessment report completed by consultant for another Police Department or law enforcement agency, or a sample report of a Police Department public safety assessment drafted by the consultant. The sample assessment should include review of the organizational structure, workload, overall efficiency, information technology, and policy review.

SEE NEXT PAGE FOR ACTIVITY SCHEDULE

Activities	Key Deliverables or Actions	Target Date of Completion*
Phase One: Meet with City Manager staff, any additional technical assistants to co-design approach and timeline for the project.	<ul style="list-style-type: none"> -Plan for the project outline -Development calendar of milestones of the recommendations for the City Manager. -Identify protocols, logistical and technological considerations for effective deliberation -Solidify calendar of advisory consultations and methods for collection of community input for stakeholders 	February 2023
Phase Two: Convening of Project	Consultant to collaborate with City Manager and Police Department staff to: <ul style="list-style-type: none"> -Choose background materials on police services, delivery and approaches -Identify emerging best practices from academic and other sources related to assessment of police services -Participate in regular internal deliberations with City staff and technical advisors -Facilitate external meetings as determined by the team 	March-April 2023
Phase Three: Facilitation of Community Engagement Meetings and Synthesis of Emerging Best Practices	<ul style="list-style-type: none"> -Facilitate public meetings to be held -Continue deliberations with City staff to compile and integrate community input, subject matter expertise, and research findings on reallocation of police services -Support staff to finalize final recommended plan for City Council review -Preparation to define the community engagement process that informed final recommendations, if needed 	April-May 2023
Phase Four: Evaluation, Recommendations on Operationalization of Council Action and Next Steps	<ul style="list-style-type: none"> -Continue deliberations with City staff to evaluate process and assess City Council presentation -Participate in any considerations of implementation or operationalization of reallocations -Facilitate any meetings determined to be necessary regarding next steps 	May 2023
Completion of Deliverables:	<ul style="list-style-type: none"> -Delivery of completed assessment to City staff regarding Police Department organizational structure, workload, overall efficiency, information technology, and policy review 	June 30, 2023

*Dates subject to change

SEE NEXT PAGE FOR SAMPLE DRAFT RATING SHEET

SAMPLE DRAFT RATING SHEET

Draft Respondent Rating Sheet

Key ratings: 1 to 10 scale, with 1 being unacceptable, 10 being excellent	Respondent Firm Name: _____		
Selection Criteria	Weighting	Rating	Score
			[weight x rating]
Demonstrated experience of firm with assessment and consulting projects	10%		
Demonstrated experience of individuals with assessment and consulting projects	20%		
Knowledge of and experience with public safety agencies	15%		
Quality and relevance of sample work	30%		
Assessment of proposed cost/pricing	15%		
Timeline for Completion	10%		
Totals	100%		
Other comments			
All requested documents sent? -Two physical copies, one electronic copy of the following: -Cover Letter/Statement of Qualifications -References -Cost Proposal -Sample proposal	N/A	Yes/No (circle one)	
Rater name and signature:	2 - 106		

ATTACHMENT 2
Raftelis Proposal to SPPD Assessment RFP
Received October 31, 2022

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City of South Pasadena

Police Department Organizational Assessment

PROJECT NO. 2022-03PD / OCTOBER 31, 2022





Making our world better.

The Raftelis Charitable Gift Fund allocates profits, encourages employee contributions, and recognizes time to charitable organizations that support:

1. Access to clean water and conservation
2. Affordability
3. Science, technology, and leadership

Raftelis is investing in improved telecommunication technologies to reduce the firm's number one source of carbon emissions—travel.



Diversity and inclusion are an integral part of Raftelis' core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.

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Sample Proposal

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October 31, 2022

Mr. Brian Solinsky
Chief of Police
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Subject: Proposal for Police Department Organizational Assessment (Project No. 2022-03PD)

Dear Mr. Solinsky:

We are pleased to submit this proposal for a department organizational assessment of the South Pasadena Police Department (Department). Our focus has always been to help local government clients solve their financial, organizational, and technology challenges. We appreciate the opportunity to submit our proposal, which has been developed to provide the City of South Pasadena (City) with concise yet thorough information that introduces our approach to organizational assessments and staffing analyses.

Raftelis was established in 1993 to provide financial and management consulting services of the highest quality to local governments and utilities. The Raftelis brand strengthened with the 2020 acquisition of The Novak Consulting Group (TNCG), which deepens our management consulting expertise specific to local governments. Our mission is to strengthen organizations, for those they serve and those who work in them.

We believe our firm offers the City of South Pasadena several distinct advantages for this assessment:

- **A workable and insightful approach:** Our team’s approach specifically addresses the City’s needs and will help assess current Police Department staffing and operations. The City’s desire for a plan to assess staffing and operational needs to improve service to the community is the exact type of consulting work our firm performs.
- **An experienced team who knows challenges and opportunities faced by local governments:** We are skilled professionals with direct experience in all facets of local government. We work solely for local governments and utilities, and many of our team members were local government leaders in some of the best organizations across the country. Our team members understand what is required to deliver effective public safety services. Our project manager has over 16 years of consulting experience, including in public safety, and our subject matter expert is a former police chief with over 30 years of experience.
- **Personal service from senior-level consultants:** You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While some firms may assign your business to junior-level people, we offer exceptional service from senior-level consultants.

We are proud of the resources that we can offer and would be honored for the opportunity to assist the City with this important engagement. I am authorized to represent the firm.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Novak". The signature is written in a cursive style with a large initial "J" and a stylized "Novak".

Julia Novak

Executive Vice President

Phone: 513.221.0500 / Email: jnovak@raftelis.com

Who We Are

RAFTELIS AND THE NOVAK CONSULTING GROUP, HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 600 organizations in the last year alone. We provide trusted advice, and our experts include former municipal and utility leaders with decades of hands-on experience running successful organizations. People who lead local governments and utilities are innovators—constantly seeking ways to provide better service to the communities that rely on them. Raftelis provides management consulting expertise and insights that help bring about the change that our clients seek.

TNCG is Now Raftelis

The Novak Consulting Group and Raftelis have always shared a focus on delivering lasting solutions for local government agencies. In January 2020, TNCG joined Raftelis. Today, we provide our clients with wide-ranging capabilities and resources in financial, management, technology, and communications consulting for all areas of local government. Our clients now have the expertise of more than 140 of the country's leading local government and utility consultants, who have decades of experience. We know that our combined capabilities and resources will provide added value to our clients, and we're excited about what we can accomplish together.

+ VISIT [RAFTELIS.COM](https://www.raftelis.com) TO LEARN MORE



We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the City and help to make this project a success.



RESOURCES & EXPERTISE

This project will require the resources necessary to effectively staff the project and the skillsets to complete all of the required components. With more than 140 consultants, Raftelis has one of the largest local government management and financial consulting practices in the nation. Our depth of resources will allow us to provide the City with the technical expertise necessary to meet your objectives. In addition to having many of the industry's leading management and financial consultants, we also have experts in key related areas, like stakeholder engagement and data analytics, to provide additional insights as needed.



DECADES OF COLLECTIVE EXPERIENCE

Our associates and subject matter experts have decades of experience in strengthening local municipalities and nonprofit organizations. They've served in a wide range of positions, from city manager to public works director to police chief.



PERSONAL SERVICE FROM SENIOR-LEVEL CONSULTANTS

You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While other firms may assign your business to junior-level people, our approach provides exceptional service from senior-level consultants.



NICHE EXPERTISE

Our expertise lies in strengthening public-sector organizations. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.

29 years
serving local
governments
and utilities

How we stack up

OUR TEAM INCLUDES

140+ consultants focused on
finance/management/communication/
technology for local governments and utilities

RAFTELIS HAS PROVIDED ASSISTANCE FOR

1,200+ local governments
and utilities

that serve more than

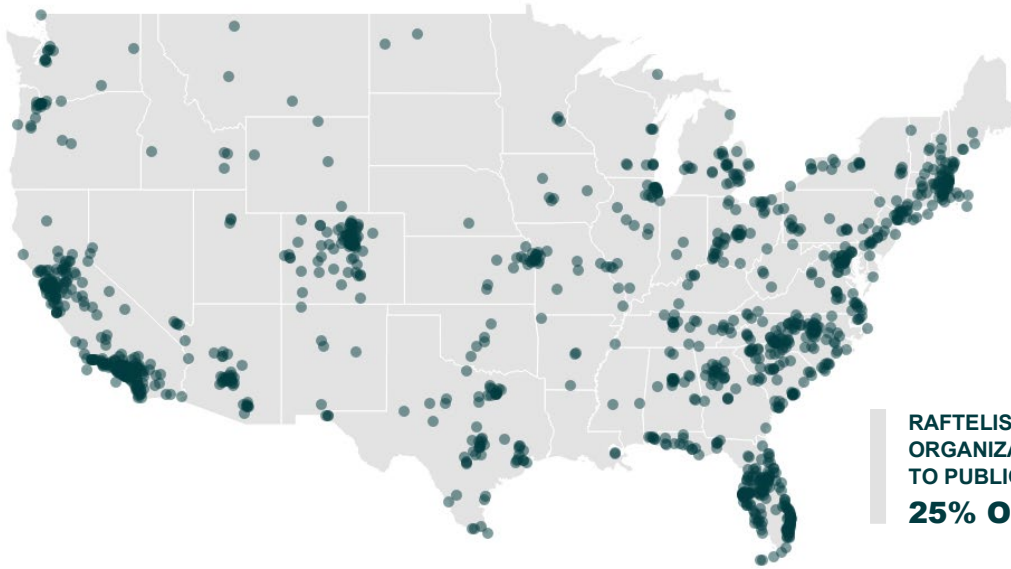
25% of the
U.S. population

including the agencies serving

38 of the nation's
50 largest cities

in the past year alone, we worked on

1,000+ projects for **600+** agencies in **46** states



**RAFTELIS HAS PROVIDED FINANCIAL/
ORGANIZATIONAL/TECHNOLOGY ASSISTANCE
TO PUBLIC AGENCIES SERVING MORE THAN
25% OF THE U.S. POPULATION.**

Experience and References

RAFTELIS HAS ONE OF THE MOST EXPERIENCED LOCAL GOVERNMENT FINANCIAL AND MANAGEMENT CONSULTING PRACTICES IN THE NATION.

Our staff has assisted more than 1,200 local government organizations across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 1,000 financial, management, and/or technology consulting projects for over 600 public-sector agencies in 46 states, the District of Columbia, and Canada. Raftelis has assisted hundreds of local governments across the country. In many instances, we have worked with organizations over multiple years and established long-term partnerships to build capacity and lasting improvements throughout an organization. We have become trusted advisors to these local governments, as outlined in the following references.

City of Bloomington INDIANA

Reference: Caroline Shaw, Director of Human Resources
401 N. Morton Street, Bloomington, IN 47404
P: 812.349.3404 / E: shawcaro@bloomington.in.gov

The City of Bloomington (City) began a systematic process of assessing each City department, under the leadership with Mayor John Hamilton. The City engaged Raftelis to lead these efforts. To date, detailed assessments have been completed for the following departments: Finance/Controller; Public Works; Utilities; Transportation and Planning; Legal; Human Resources; Information Technology; and the Police and Fire Departments. Assessments were also completed for the Housing and Neighborhood Development Department; Economic and Sustainable Development Department; the Office of the Mayor; and the City's various Boards and Commissions.

As part of this process, the City retained the firm in 2019 to conduct a staffing and operations assessment of its Police Department. The purpose of this study was to evaluate the City's police staffing and deployment approach within the context of workload patterns and trends and to determine what opportunities may exist to maximize the efficiency and effectiveness of the City's public safety services. We continue to work with the City on a variety of projects.

City of Gilroy CALIFORNIA

Reference: Denise Turner, Retired Chief of Police
7351 Rosanna Street, Gilroy, CA 95020
P: 408.510.9327 / E: djturner2004@msn.com

The City of Gilroy (City) hired the firm to analyze patrol scheduling and shifts, its communications center, and E-911 dispatch services and investigations division schedules and staffing in a series of three projects. The City had felt a significant impact from AB109, and staffing was at low levels after reductions that followed the 2008 recession. We worked closely with the Chief and command staff to understand the context in which the City operates and analyzed data from the City's Computer Aided Dispatch (CAD) system to understand staffing demands and make recommendations for optimization.

City of Somerville MASSACHUSETTS

Reference: Denise Molina Capers, Esq., Director of Racial and Social Justice
93 Highland Avenue, Somerville, MA 02143
P: 617.625.6600 / E: dcapers@somervillema.gov

The City of Somerville (City) engaged Raftelis to perform a staffing and operations analysis of the Somerville Police Department (Department) with the goal of identifying opportunities to reimagine policing in the 21st century and promote synergy between the City's Racial and Social Justice Department and Police Department.

Work is currently underway to analyze Dispatched Calls For Service and assess staffing levels, interview a variety of managers and staff across the Department, evaluate operations, assess service levels by type and geographic need, and evaluate workload across the Department, including operations and support functions. Recommendations will include ways to align operations and share resources between the two departments and define a staffing complement necessary to meet the City's proactive policing goals. Once a report is prepared, our team will assist in development of an internal Police Department team to implement recommendations.

City of Aspen COLORADO

Reference: Richard Pryor, Chief of Police
540 East Main Street, Aspen, CO 81611
P: 970.920.5400 / E: richard.pryor@cityofaspen.com

The City of Aspen (City) retained Raftelis to conduct a staffing and operations assessment of its Police Department. Aspen is a ski resort community with a year-round population of 7,365 that swells to approximately 27,000 during "high season." This study evaluated the City's police staffing and deployment approach within the context of workload patterns and trends to determine what opportunities may exist to maximize the efficiency and effectiveness of the City's public safety services.

To accomplish these tasks, we conducted extensive fieldwork that involved interviews with members of the Police Department and the City's administrative support team, as well as tours of the City and the police facility. Our team also requested and analyzed background information provided by Police Department staff. A thorough review of its core functions and activities was accomplished by evaluating budget information, workload measures, performance indicators, and other relevant data about operations and administration. This data was evaluated using a multi-faceted analytical approach that takes into account service expectations and goals, practical operational constraints, and data-derived issue analysis and validation. This process resulted in a series of staffing, administrative, and operational recommendations unique to Aspen's specific operating environment.

The Woodlands TEXAS

Reference: Karen Dempsey, Assistant General Manager
2801 Technology Forest Boulevard, The Woodlands, TX 77381
P: 281.210.3808 / E: kdempsey@thewoodlandstownship-tx.gov

The Woodlands (Township) is an internationally recognized planned community in the Houston Metropolitan Area with over 100,000 residents. The Woodlands is the only special district Township in the state of Texas; that designation permits the Township to directly provide many municipal services. However, some core services, such as law enforcement, are provided by county agencies. The Township contracted with the firm to develop an operations and financial model that articulates the cost and service level impact associated with incorporating as a city.

One of the major requirements of that process was to determine what options exist for The Woodlands to stand-up its own police department. Our project team worked closely with current service providers and the Township to define each program and the labor hours and staffing dedicated to those services. We then developed three operating and financial models. The first option was to maintain the current contract service model. The second option was to create a standalone full-service department that replicated all core and specialty services provided by contract agencies. The third option was a hybrid model that developed a significant in-house patrol, investigative, and support services staffing contingent but tapped county agencies for specialized services such as SWAT, forensic analysis, and vice. In each model, we identified the ongoing operating costs; initial start-up costs for facilities, vehicles, and PPE; and the ongoing capital replacement costs for fleet and technology. These models allowed the Township to fully assess the cost/benefit of establishing its own Police Department without compromising service quality.

City of Aurora COLORADO

Reference: Michelle Wolfe, Former Deputy City Manager - Current City Manager of Blaine, Minnesota
15151 E. Alameda Parkway, Aurora, CO 80012
P: 763.785.6120 / E: mwolfe@blainemn.gov

The City of Aurora (City) contracted with the firm to conduct a comprehensive review of its Police Department and Emergency Communications Center. Aurora is the second-largest city in Colorado and has more than 650 sworn personnel. The scope of work included assessing policing expectations of the community. Through detailed analysis of Dispatched Calls for Service data, we worked with the City to determine appropriate staffing for patrol functions and use and integration of special detail assignments, as well as the use of civilian staff in light of the City's two collective bargaining consent decrees that mandate numbers of sworn personnel.

National Experience

This matrix shows some of the communities throughout the U.S. that Raftelis/TNCG staff has assisted and the services performed for these clients.

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
AL Birmingham Water Works Board	●		●
AK Municipality of Anchorage	●		
AR Central Arkansas Water	●		●
AR El Dorado	●		
AR Little Rock Wastewater	●		
AZ Alliance for Innovation			●
AZ Avondale			●
AZ Bullhead	●		
AZ Central Arizona Project		●	●
AZ Clarkdale		●	
AZ Cottonwood		●	
AZ Goodyear			●
AZ Oro Valley		●	
AZ Payson		●	
AZ Peoria		●	
AZ Scottsdale		●	
AZ Sierra Vista			●
AZ Yuma		●	●
CA California City	●		
CA Dublin San Ramon Services District	●		
CA Central Contra Costa Sanitary District	●		
CA Delta Diable Sanitation District	●		
CA Fullerton	●		
CA Gilroy	●		
CA Hanford			●
CA Hayward			●
CA Hollister	●		
CA Huntington Beach	●		
CA Los Angeles	●		
CA Long Beach Transit Authority	●		
CA Manhattan Beach			●
CA Malibu	●		
CA Montecito Water District	●		
CA Monte Vista Water District	●		
CA Oceanside	●		
CA Oceanside Water Utilities			●
CA Palo Alto			●

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
CA Placer County			●
CA Roseville			●
CA Sacramento Area Sewer District/Sacramento Regional County Sanitation District			●
CA Sacramento Suburban Water District	●		
CA San Gabriel	●		
CA San Luis Obispo			●
CA San Marino			●
CA Santa Ana Watershed Project Authority	●		
CA Santa Barbara	●		●
CA Seaside			●
CA Yountville			●
CA West Hollywood	●		
CO Adams County			●
CO Aspen	●	●	●
CO Aurora	●		●
CO Boulder	●	●	●
CO Boulder County	●		
CO Brighton			●
CO Centennial	●		●
CO Denver		●	
CO Denver Metro Water Recovery	●		
CO Denver Wastewater	●		
CO Elbert County	●		
CO Erie			●
CO Evans			●
CO Fort Collins	●	●	●
CO Golden			●
CO Greeley	●		
CO Health District of Northern Larimer County		●	
CO La Plata County	●		
CO Lafayette		●	●
CO Louisville	●	●	●
CO Loveland		●	
CO Metro Water Reclamation District			●
CO Northglenn		●	
CO Pueblo West Metropolitan District		●	
CO Routt County			●

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
CO Thornton			●
CO Timnath			●
CO Westminster		●	●
CO Windsor	●		●
CT Connecticut Town & City Management Association	●		
CT Enfield	●		
CT Greenwich		●	
CT Groton	●		
CT Manchester	●		●
CT Mansfield	●	●	
CT Meriden		●	
CT Windsor		●	
DC DC Water			●
DC District of Columbia Department of Public Works			●
DC International City/County Management Association	●		●
DC National League of Cities	●		
DC USAID - Moldova	●		
DE Kent County		●	
DE Lewes		●	
DE Milford		●	
DE Milton		●	
DE Rehoboth Beach		●	
DE Wilmington	●		●
DE Wilmington Utilities	●		●
FL Boca Raton			●
FL Deerfield Beach			●
FL Palmetto Bay			●
FL Palmetto County	●		
FL Pinellas County	●		
FL Pompano Beach Utility Department	●		
FL Sanford			●
FL Tampa Water Department	●		●
FL Winter Haven	●		
GA Decatur			●
GA Roswell			●
IA Cedar Rapids	●	●	
IL Carbondale	●		

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
IL DuPage County	●		
IL Elgin			●
IL Evanston	●		
IL Geneva			●
IL Gurnee			●
IL Lisle			●
IL Peoria County		●	
IL Schaumburg	●		
IL Warrenville	●		
IL Woodridge			●
IN Bloomington	●	●	
IN Indianapolis	●		
IN Monroe County	●		
IN Munster	●		●
KS Baldwin City		●	●
KS Bonner Springs	●		
KS Edgerton		●	
KS Edwardsville			●
KS Eudora			●
KS Garden City	●		
KS Gardner			●
KS Hutchinson	●		
KS Johnson County		●	●
KS Lawrence			●
KS Merriam		●	
KS Olathe	●		●
KS Roeland Park			●
KS Saline County			●
KS Shawnee	●		●
KS Tonganoxie		●	●
KS United Government of Wyandotte County & Kansas City			●
KS Water District No. 1 Johnson County (WaterOne)			●
KY Lexington-Fayette Urban County Government	●		
KY Louisville Water Company	●		
KY Paducah			●
KY Sanitation District #! of Northern Kentucky			●
LA New Orleans	●		

Client		Organizational Assessment	Executive Search	Strategic Plan Facilitation
LA	Orleans Parish School Board		●	
LA	Sewerage & Water Board of New Orleans			●
MA	Franklin County	●		
MA	Lexington			●
MA	Methuen	●		
MA	Nantucket	●		●
MA	Pioneer Valley Planning Commission	●		
MA	Sherborn	●		
MA	Shrewsbury			●
MA	Westborough	●		●
MD	Aberdeen	●	●	●
MD	Baltimore Department of Public Works	●		●
MD	Berwyn Heights		●	
MD	Cambridge		●	
MD	Charles County		●	
MD	College Park	●		●
MD	Gaithersburg		●	●
MD	Garrett Park		●	
MD	Greenbelt	●		●
MD	La Plata		●	●
MD	Maryland Municipal League	●	●	
MD	Maryland State Judiciary			●
MD	Mount Rainier	●	●	
MD	New Carrollton		●	
MD	Ocean City			●
MD	Ocean Pines Association		●	
MD	Riverdale Park		●	
MD	Rockville	●	●	●
MD	Somerville	●		
MD	St. Michaels		●	
MD	Sykesville		●	
MD	Takoma Park		●	
MD	Talbot County	●		
MD	University Park			●
MD	Westminster		●	●
MD	Worcester County			●
MI	Ada			●

Client		Organizational Assessment	Executive Search	Strategic Plan Facilitation
MI	Ann Arbor		●	●
MI	Ann Arbor Transportation Authority			●
MI	Canton Township	●		
MI	Ferndale			●
MI	Holland	●		
MI	Jackson County			●
MI	Midland			●
MI	Midland Community Foundation			●
MI	Novi		●	●
MI	Oakland County		●	
MI	Rochester Hills	●	●	
MI	Royal Oak			●
MI	Saline	●		
MI	Three Rivers	●		
MN	Cloquet	●		
MN	Edina	●		
MN	Lake Elmo	●		
MN	Minnesota Municipal League	●		
MN	Northfield	●		
MO	Chesterfield		●	
MO	Clayton		●	●
MO	Lee's Summit	●	●	●
MO	Maryville			●
MO	Metropolitan St. Louis Sewer District	●		
MO	Missouri Municipal League			●
MO	North Kansas City			●
MO	Parkville			●
MO	Platte City	●		
MO	Sikeston			●
MO	St. Joseph			●
MO	St. Louis County			●
MO	University City			●
MO	Wentzville			●
MT	Helena		●	
NC	Albemarle			●
NC	Asheville	●		
NC	Brevard			●

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
NC Brunswick	●		
NC Cary			●
NC Charlotte	●		
NC Charlotte Water			●
NC Creedmoor	●		
NC GoTriangle Transit	●		●
NC Greensboro	●		
NC Guilford County	●	●	
NC Harnett County			●
NC High Point		●	
NC Lowell			●
NC Onslow Water & Sewer Authority (ONWASA)			●
NC Orange County	●		
NC Orange Water and Sewer Authority			●
NC Raleigh	●		●
NC Raleigh Public Utilities Department	●		
NC Rolesville	●	●	
NC Swansboro			●
NC Wake County	●		●
NC Wake Forest			●
NC Wilmington	●		
NC Winston-Salem			●
NC Winston-Salem/Forsyth County Utilities			●
NC Zebulon			●
ND Minot			●
NE Hastings	●		
NE La Vista	●		
NE Lincoln	●		
NE Reno	●		
NH Hanover		●	
NH Keene		●	
NJ Jersey Water Works	●		
NJ New Jersey Health Initiative	●		
NM Las Cruces		●	
NY Batavia		●	
NY Edgemont	●		
NY Ithaca	●		

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
NY Oneonta		●	
NY Rochester	●		
NY Wainscott	●		
OH Avon Lake	●		
OH Beaver Creek Township	●		●
OH Blendon Township			●
OH Blue Ash	●		●
OH Centerville		●	
OH Cincinnati	●		●
OH Clear Creek Township	●		●
OH Cleveland Heights	●	●	●
OH Dayton	●	●	
OH Delaware	●		
OH Delaware County		●	●
OH Delaware County EMS			●
OH Dublin	●	●	●
OH Eastgate Regional Council of Governments	●		
OH Franklin County	●		
OH Gahanna	●		●
OH Georgetown			●
OH Granville		●	
OH Greater Cincinnati Water Works			●
OH Greene County	●		
OH Hilliard		●	●
OH Hudson		●	
OH Jackson Township		●	
OH Miami Township		●	
OH Miami University	●		
OH Miami Valley Risk Management Authority			●
OH Montgomery County Environmental Services	●		●
OH Monroe			●
OH Moraine		●	
OH National Association of State & Local Equity Funds			●
OH Newark	●		
OH Oberlin	●	●	●
OH Ohio City/County Management Association	●		●
OH Owens-Corning			●

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
OH Piqua			●
OH Portsmouth		●	
OH Powell			●
OH Prairie Township		●	
OH Preservation Parks of Delaware County			●
OH Sandusky		●	
OH Sharonville			●
OH Solid Waste Authority of Central Ohio (SWACO)	●	●	
OH Solon	●		
OH The Port, an Ohio Port Authority	●	●	●
OH Toledo			●
OH Troy	●		
OH Union County		●	
OH Upper Arlington		●	●
OH Washington Township	●	●	●
OH West Chester Township		●	
OH Westerville		●	●
OH Worthington	●	●	●
OH Xenia	●		
OK Lawton	●		
OK Norman	●		
OR Beaverton		●	●
OR Bend			●
OR Gresham		●	●
OR Hillsboro		●	●
OR Hood River		●	
OR Lane County		●	
OR Newberg		●	
OR Salem	●	●	●
OR Scappoose		●	
OR Tigard		●	
OR Tualatin Hills Park & Recreation District		●	
OR Washington County	●	●	●
OR Wilsonville	●		●
PA Abington Township			●
PA Allentown	●		
PA Association for Pennsylvania Municipal Management (APMM)			●

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
PA Bethel Park	●		
PA Breakneck Creek Regional Authority		●	
PA Capital Region Water			●
PA Carlisle Borough		●	
PA Duquesne	●		
PA East Buffalo	●		
PA East Whiteland Township	●		
PA Exeter Township	●		
PA Farrell	●	●	
PA Ford City Borough	●		
PA Harrisburg	●		
PA Hazleton	●		
PA Lancaster County	●		
PA Lehigh County Authority			●
PA Lewisburg	●		
PA Lower Paxton Township			
PA Nanticoke	●		
PA Pittsburgh Water & Sewer Authority	●		●
PA Reading	●		
PA St. Marys	●		
PA State College			●
RI Westerly	●		
SC Charleston	●		
SC Hilton Head			●
SC Mount Pleasant Waterworks			●
SC Renewable Water Resources (ReWa)	●		
SC Spartanburg Water System	●		
TN Farragut			●
TN Johnson City	●		
TN Johnson County			●
TN Metro Government of Nashville and Davidson Co.	●		
TN Metro Water Services of Nashville and Davidson County	●		●
TX Abilene		●	
TX Allen			●
TX Austin	●		●
TX Brownsville Public Utilities Board			●
TX Cedar Hill			●
TX Cedar Park	●		

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
TX Dallas			●
TX Denton			●
TX Harris County	●		
TX Lancaster		●	●
TX Laredo			●
TX League City			●
TX Marshall			●
TX New Braunfels	●		
TX North Texas Municipal Water Department			●
TX Pearland	●		●
TX Plano			●
TX Prosper			●
TX Sugar Land			●
TX Temple			●
TX The Woodlands	●		●
TX University Park		●	●
UT Murray			●
UT South Jordan			●
VT Burlington Water Resources	●		
VT Montpelier			●
VA Albemarle County		●	●
VA Alexandria		●	
VA Appomattox River Water Authority	●		
VA Arlington County		●	
VA Ashland		●	
VA Bedford County		●	
VA Charlottesville	●		
VA Fairfax		●	
VA Fairfax County		●	
VA Fairfax County Water Authority			●
VA Fairfax Water	●		
VA Fredericksburg	●		
VA Gloucester County	●		
VA Hampton			●
VA Harrisonburg		●	
VA Leesburg		●	
VA Loudoun County	●	●	
VA Newport News		●	

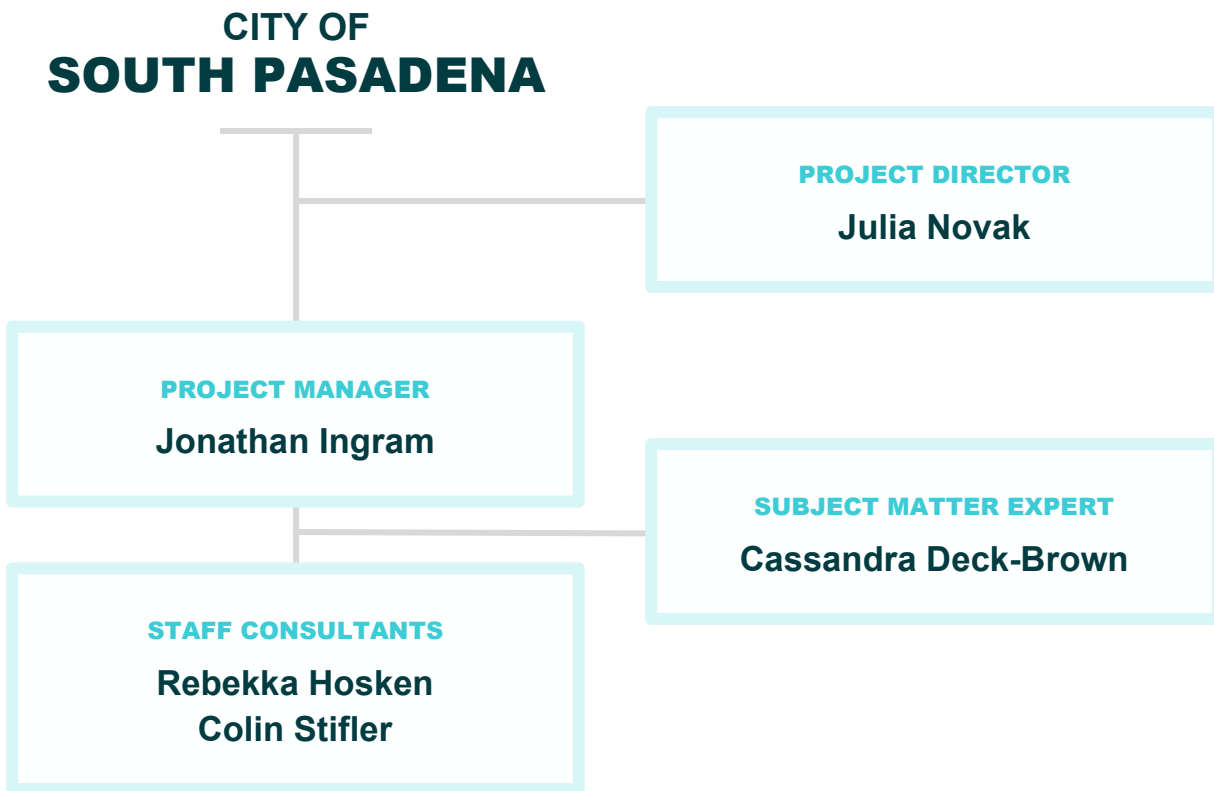
Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
VA Newport News Waterworks			●
VA Prince William County		●	
VA Purcellville	●		
VA Rivanna Water & Sewer Authority			●
VA Suffolk	●		
VA Vienna			●
VA Virginia Beach			●
VA Virginia Retirement System		●	
VA Warrenton	●	●	
VA Washington County Service Authority			●
WA Bellevue	●		●
WA Bothell	●		●
WA Camas	●	●	
WA Central Piece Fire and Rescue		●	
WA Kirkland	●		
WA Mercer Island			●
WA Richland			●
WA Sammamish		●	
WA Sequim	●		●
WA Shoreline	●	●	
WA Spokane Regional Health District		●	
WA Sudden Valley Community Association		●	
WA Sunrise Water Authority		●	
WI Eau Claire			●
WI Central Brown County Water Authority		●	
WI Green Bay/Central Brown County	●		
WI Mequon		●	
WI Milwaukee Metropolitan Sewerage District			●
WI Oak Creek			●
WI Shorewood	●		
WI Washington County			●
WI Wauwatosa	●		
WV Monongalia County			●
WV Morgantown		●	●
WY Sheridan			●
PR Puerto Rico Aqueduct & Sewer Authority (PRASA)	●		

Project Team

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S PROJECT.

Our project team is made up of senior-level consultants with direct local government experience. What sets our project team apart is our ability to explore and relate to local community values while at the same time investigating realistic approaches for cost-effective solutions.

An organizational chart of our project team is as follows.



Julia Novak

PROJECT DIRECTOR

Executive Vice President

ROLE

Julia will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

PROFILE

Julia established TNCG in September 2009. Her reputation and experience as a consultant who offers practical and implementable recommendations are grounded in more than 15 years of active service to local governments, including Fort Collins, Colorado; Lexington, Massachusetts; Rockville, Maryland; and as the city manager of Rye, New York. She is a practitioner first who has expanded her knowledge and expertise as a consultant for hundreds of organizations across the United States.

Julia has extensive experience as a facilitator and trainer. She has worked with both elected and appointed officials from jurisdictions throughout the United States to conduct goal setting, develop strategic plans, and prioritize service delivery. She has conducted training for elected officials as an individual trainer and through the National League of Cities and a consortium of cities in California.

Julia is an established thought leader in the areas of governance and administration. In April 2002, Julia was one of 20 practitioners who participated in the ICMA-sponsored symposium on the future of local government administration. Her response to Dr. James Svara's paper, "City Council, Roles, Performance, and the Form of Government," is included in the ICMA-published book, "The Future of Local Government Administration." Public Management Magazine has published multiple articles that she authored and co-authored, including "Preparing Councils for Their Work," co-authored with Dr. John Nalbandian; "Permission to Manage" which discusses the importance of using data to manage local governments; "Dreams That Make a Difference" on the value of community based strategic planning; "Civility," and most recently, "Using Data in Police Management."

Julia has been a speaker at national conferences for the ICMA, National League of Cities, and American Society of Public Administrators. She has been a featured speaker/trainer for many state associations and local government affiliate organizations throughout the United States.

Julia earned a bachelor's degree in government and politics from George Mason University and a master's degree in public administration from the University of Kansas. Julia was in the first class of individuals certified by ICMA as Credentialed Local Government Managers and maintains that designation. Julia is a Master Facilitator of the popular Myers-Briggs Personality Type Indicator and is certified to administer several other Level B psychological assessments.



Specialties

- Effective organizational leadership and management
- Supporting effective governance
- Developing organizational capacity

Professional History

- Raftelis: Executive Vice President (2020-present); Executive Vice President, The Novak Consultant Group (2003-2020)
- City of Rye, New York: City Manager (2000-2003)
- City of Rockville, Maryland (1995-2000)
- Town of Lexington, Massachusetts (1992-1995)
- City of Fort Collins, Colorado (1987-1992)

Education

- Master of Public Administration - University of Kansas (1988)
- Bachelor of Arts in Government and Politics - George Mason University (1986)

Certifications

- Certified Professional Manager, International City/County Management Association
- Master Facilitator, The Myers-Briggs Personality Type Indicator

Professional Memberships

- International City/County Management Association (ICMA)
- Engaging Local Government Leaders (ELGL)

Jonathan Ingram

PROJECT MANAGER

Senior Manager



ROLE

Jonathan will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City's objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Jonathan will serve as the City's main point of contact for the project.

PROFILE

Jonathan has 16 years of experience in management consulting and local government management, most recently as budget manager in the City of Cincinnati, Ohio, budget office. Before that, Jonathan served as a management consultant and worked in the city manager's office for the City of Highland Park, Illinois.

Jonathan is a skilled consultant who has developed an expertise in public safety operations and staffing; in fact, Jonathan developed our firm's patrol staffing methodology. He co-authored with Denise Turner the article, "*Policing Parameters: How Gilroy, California Met New Workload Demands*," which was published by the International City/County Management Association (ICMA).

As a consultant, Jonathan has completed operations reviews for over 200 local governments and has helped to improve service delivery for a broad range of departments – from police to public works. He has developed staffing and deployment plans for city operating departments, analyzed and facilitated intergovernmental consolidations, helped local governments develop custom performance management systems, and facilitated the development of long-term strategic plans and financial models.

Jonathan's areas of expertise are in local government budgeting and finance, operations analysis, project management, public safety staffing analysis, process improvement, and performance measurement. He is adept at quickly assessing strengths and opportunities within a municipality, analyzing and developing actionable recommendations for improvement, and communicating findings and next steps to a wide variety of audiences, including staff, elected officials, and the public.

During his tenure with the City of Cincinnati, Jonathan managed the development and administration of a \$1 billion operating budget. He also conducted special analysis projects, served on the City's collective bargaining team, and co-managed the implementation of an enterprise budget system.

Jonathan earned a bachelor's degree in political science from Aurora University and a master's degree in public administration from Northern Illinois University. He is a member of the International City/County Management Association and the Ohio City/County Management Association.

Specialties

- Staffing and operations assessment
- Public safety staffing and operations
- Financial management and planning
- Process improvement

Professional History

- Raftelis: Senior Manager (2021-present) Manager (2020-2021); Senior Associate, The Novak Consulting Group (2012-2020)
- City of Cincinnati, Ohio: Budget Manager (2010-2012)
- Management Partners: Senior Management Advisor (2005-2010)

Education

- Master of Public Administration - Northern Illinois University (2005)
- Bachelor of Arts in Political Science - Aurora University (2003)

Professional Memberships

- International City/County Management Association (ICMA)
- Ohio City/County Management Association (OCMA)

Cassandra Deck-Brown

PUBLIC SAFETY SUBJECT MATTER EXPERT

Principal Consultant – Policing and Law Enforcement



ROLE

Cassandra will provide input and guidance as a Subject Matter Expert for the public safety components of this project.

PROFILE

Cassandra Deck-Brown led the Raleigh, North Carolina Police Department (RPD) as the Chief of Police. After 34 years of service navigating her way through the RPD ranks, Cassandra was often the first woman or the first African American to assume a role or obtain a rank. During her career, Cassandra implemented and oversaw high-profile initiatives and best practices including nationally recognized programs that embodied community engagement and law enforcement best practices. As a consultant, she helps to focus agencies nationwide on reimagining policing in the 21st century.

Leading the RPD during a pandemic and period of civil unrest, she directed numerous projects that were wellness-based, or which assessed police operations during civil unrest. In 2018, she launched a multi-year research project with a major academic institution to assess the organizational wellness of personnel via the use of virtual reality and scenario-based platforms. Cassandra also led an 18-month community engagement effort and testing initiative for the implementation of a \$4.7M body worn camera project. She travelled to Israel in 2017 as a member of a law enforcement delegation to promote community policing in a predominately military state.

In 2016, she partnered with an international research company to evaluate the racial disproportionality of traffic stops. She also had an active role in helping to create and develop the current City of Raleigh Strategic Plan. She established a Citizen’s Police Academy and youth summit as well to reduce barriers between police and the community. With strategic planning on a department level and municipal level, she has effectively forecasted budget needs premised on crime data, predictive policing models, and Intelligence-Led Policing. Her leadership was instrumental in model policy formation for body worn cameras, understanding the LGBT community, unmanned aerial systems and community policing, and designing a state of the art 60,000 square foot training facility and police museum. With executive oversight, she directed an organizational health and wellness program and developed services for the greater community specific to homelessness and mental health.

PRESENTATIONS

Cassandra is a nationally-known speaker regarding public safety and has made many presentations including “Recruiting and Retaining Female Leaders” at the Axon Accelerate Conference; “Grace, Grit and Resolve,” at the IIR and Valor Webinar; “Leading in a Crisis,” for the United Nations Council of Women; “Four US Police Chiefs on the Need for Change,” on CBS This Morning with Gayle King; “Leveling the Playing Field,” at the NOBLE Conference; “Community Engagement,” at the 2018 IACP Conference, “Breaking the Glass Ceiling,” for the NBC-Megyn Kelly Today” Show, and “Addressing the Homeless and Mental Health,” with Victor Blackwell for CNN.

Specialties

- Policing and public safety
- Law enforcement policy formation
- Community engagement
- Personnel management
- Crisis Management

Professional History

- Principal Consultant - Raftelis (2021-Present)
- Police Chief – City of Raleigh, NC (2013-2021)
- Raleigh Police Officer - Various Ranks (1987-2021)
- Grants Manager – City of Raleigh Police Department (2002-2003)

Education

- Master of Public Administration – North Carolina State University (1995)
- Bachelor of Science in Criminal Justice – East Carolina University (1987)

Certifications

- Certified Instructor – NCDOJ (1995-Present)
- Leadership in Homeland Security – Harvard (2018)

Professional Memberships

- International Association of Police Chiefs (IACP)
- Major Cities Chiefs Association (MCCA)
- Police Executive Research Forum (PERF)
- National Organization of Black Law Enforcement Executives (NOBLE)
- National Executive Institute (FBI-NEI)
- Georgia-Israel Law Enforcement Exchange – Georgia State University (GILLEE)
- Anti-Defamation League (ADL)

Rebekka G. Hosken

STAFF CONSULTANT

Manager

ROLE

Rebekka will work at the direction of Jonathan in conducting interviews, directing research and analysis, preparing recommendations, and drafting deliverables.

PROFILE

Rebekka joined Raftelis in 2020 with 16 years of direct service to local governments and 10 years of management consulting experience. As an experienced consultant, Rebekka has led organizational assessments for a broad range of operating departments and offices in cities, counties, universities, and special districts, including community development, public works, police, administration, and city attorney departments. With direct operational experience in municipal administration, public works, and finance departments, Rebekka's breadth of knowledge makes her skillful in quickly identifying organizational strengths and opportunities, analyzing operations through creation of process maps and workflows, preparing actionable recommendations for improvement, and communicating findings to a wide variety of audiences. She has consulted for over 100 municipal clients where her work included a police utilization study for the City of Boston (MA); a review of shift staffing for the South Pasadena County (CA) Sheriff's Department; an assessment of the Redondo Beach (CA) police department; and review of the Santa Barbara County (CA) Fire Department.

Prior to Raftelis, Rebekka served as finance director for the City of La Cañada Flintridge, California, a contract city north of Los Angeles. She prepared the annual budget and financial audit, as well as managed daily accounts payable, accounts receivable, payroll, and financial planning functions. During her tenure, she identified and successfully obtained a State loan for the financing of the City's new city hall and played a key leadership role in communicating all financial impacts of the project to management and City Council. She also automated several manual processes.

Previously, Rebekka was the budget officer for the City of Simi Valley, California, a full-service community in the Los Angeles region. She prepared the City's \$196 million annual budget and \$160 million capital improvement program, as well as the City's cost allocation plan. She also served as an Assistant Village Manager for the Chicago suburb of LaGrange Park and as Assistant to the Mayor for the City of Appleton, Wisconsin.

Rebekka earned a master's degree in Business Administration with a Certificate in Local Government and Non-Profit Management from Boston University, and a Bachelor of Arts from the University of Michigan – Ann Arbor.



Specialties

- Organizational assessment
- Budgeting and financial analysis
- Business process improvement
- Strategic planning
- Staffing analysis

Professional History

- Raftelis: Manager (2020-present)
- City of La Cañada Flintridge, California; Finance Director (2017-2020)
- City of Simi Valley, California; Budget Officer (2012-2017)
- City of Burbank, California; Senior Management Analyst (2010-2012)
- Management Partners; Senior Consultant (1999-2010)
- Village of La Grange Park, Illinois; Assistant Village Manager (1996-1999)
- City of Appleton, Wisconsin; Assistant to the Mayor (1994-1996)
- Town of Lexington, Massachusetts; Management Intern (1992-1993)

Education

- Master of Business Administration – Boston University (1993)
- Certificate in Local Government and Non-Profit Management – Boston University (1993)
- Bachelor of Arts in Russian Studies – University of Michigan (1989)

Professional Memberships

- Government Finance Officers Association
- California Society of Municipal Finance Officers

Colin Stifler

STAFF CONSULTANT

Consultant

ROLE

Collin will work at the direction of Jonathan in conducting interviews, directing research and analysis, preparing recommendations, and drafting deliverables.

PROFILE

Colin brings diverse experiences in local government and management consulting to his projects and client relationships. He has participated in numerous organizational assessments and strategic planning initiatives for municipalities, counties, and public utilities across the United States. These engagements have involved individual department assessments and process improvement analyses, as well as organization-wide reviews spanning multiple departments. Colin is familiar with processing large datasets and assisted Lower Paxton Township, Pennsylvania, with developing a financial model to forecast future revenues and expenditures. He also leverages his experience to explore unique challenges facing clients, such as helping the City of Wilmington, North Carolina, assess the feasibility of automating its solid waste collections.

Colin began his consulting career following six years of education, non-profit, and local government experience. Most recently, he worked for Wake County, North Carolina's Community Services Department, where he analyzed and helped implement policies spanning five County divisions and over 700 employees. Notable projects included creating an operational framework for an innovative environmental education facility, as well as identifying performance measures and supporting metrics for the County's library book selectors.

Prior to Wake County, Colin worked with the North Carolina Department of Environmental Quality, where he specialized in local government solid waste and recycling issues. After helping dozens of counties and municipalities navigate contract disputes, Colin created an ideal contract template for local governments to use when outsourcing the collection and processing of recyclable materials. In his role with Fidelity Charitable, he coordinated multimillion dollar donations for prominent philanthropists. He began his career as an English teacher in South Korea and China.

Colin earned a bachelor's degree in philosophy from Miami University (Ohio) and a master's degree in public administration from the University of North Carolina at Chapel Hill.



Specialties

- Organizational assessment
- Survey and data analysis
- Best practice and benchmarking research
- Program design and implementation
- Contracting and oversight

Professional History

- Raftelis: Consultant (2021-present);
- Wake County, North Carolina: Assistant to the Community Services Director (2021)
- North Carolina Dept. of Environmental Quality: Research Analyst (2020-2021)
- Fidelity Charitable: Senior Specialist (2017-2019)
- Gannan Normal University (China): Adjunct Professor (2015-2016)
- South Korean Ministry of Education: English Program Coordinator (2014-2015)

Education

- Master of Public Administration - University of North Carolina (2021)
- Bachelor of Arts in Philosophy - Miami University (2014)

Professional Memberships

- Engaging Local Government Leaders (ELGL)

Project Plan

The City of South Pasadena is seeking proposals from qualified consultants to perform a staffing study and organizational review of the South Pasadena Police Department. The goal of this engagement is to provide recommendations to improve organizational structure, efficiency, information technology, and policies to improve the services the Department provides to the community.

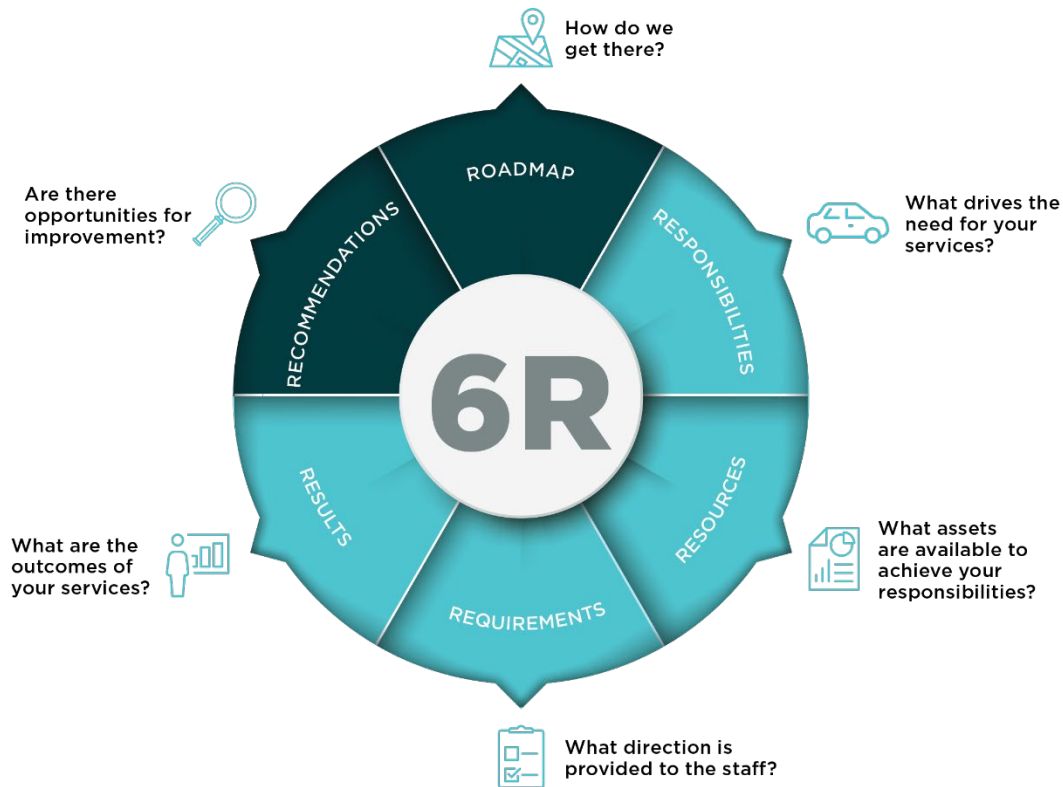
Public safety is one of the primary reasons that local government exists. Communities form to govern themselves, establish standards and laws, and determine how to best enforce those rules through a variety of governmental services. Police departments engage in protecting the public and exist to provide whatever level of service the community deems appropriate. While there are standards and "best practices" for various public safety philosophies, ultimately, the local community decides what level of service it desires and is willing to fund.

We approach reviews of public safety operations and staffing with this in mind. As we evaluate the level of service that is provided, we also look for indicators of satisfaction or dissatisfaction with the current standards and help identify solutions to provide a better fit for each community. *Our approach is to understand what your community needs and identify potential solutions to help achieve those goals.*

We have extensive experience working with local government and public safety clients, helping them to assess and meet local needs and build public trust. We pride ourselves on our ability to listen, analyze, and work with our clients to find not just a random selection of best practices taken from a manual, but real solutions that can be implemented effectively in each community's unique context. We respect the work already being done. There is no value to a consulting study that, once completed, occupies shelf space never to be opened again.

We are pleased that our prior engagements have resulted in corresponding actions by our clients to implement the recommendations that we have jointly developed. We are confident our analysis of current operations and resulting implementation plan will assist the City of South Pasadena with its goal of moving the Police Department toward an efficient and appropriately staffed agency that meets the community's needs.

To complete this work, our team will apply a project approach, focusing on these specific objectives using our "Six R" approach. This involves soliciting and collecting information on City **Responsibilities**, **Resources**, **Requirements**, and **Results** in order to identify possible organizational and operational **Revisions** with an associated **Roadmap** to implement positive change. This approach is depicted in the following graphic.



Responsibilities – **What drives the need for your services?** It might be the organization’s vision or mission, Federal, State, or local ordinance, or community service standards or expectations. We review these drivers to better understand service level constraints and opportunities for change.

Resources – **What assets are available to achieve your responsibilities?** These may include time, human resources, staffing, management capacity, financial position, contractual services, technology, fleet, equipment and facilities. We assess the adequacy of these resources based on the service level expectations.

Requirements – **What direction is provided to staff?** The method by which staff approach service delivery is often guided by laws, codes, policies and procedures, or informal mechanisms like past practices or on-the-job training. These sources provide staff with direction on how they approach tasks and complete their work. We review these business processes to determine opportunities for improvement.

Results – **What are the outcomes of your services?** Our approach connects your responsibilities, resources, and requirements with the outcomes expected of your services. We assess measures of efficiency and effectiveness to assist in data-driven decision-making.

Recommendations – **Are there opportunities for improvement?** Based on our qualitative and quantitative analysis of your programs and services, we develop recommendations for improving organizational performance. These changes can range from high-level considerations (i.e., should we be in this business) to strategic issues (i.e., should we consider alternative service sources) to tactical issues (i.e., how can we improve the productivity, efficiency, and effectiveness of the activity or service).

Roadmap – **How do we get there?** We develop a plan that will guide the organization through the implementation of the recommendations for improvement. The Roadmap offers the recommended priority order of implementation, suggestions for phasing, and key milestones for success. The Roadmap also serves as a valuable tool for the organization as well as the community to promote accountability and communicate progress toward implementation.

THE FOLLOWING DETAILS THE PROPOSED WORK PLAN.

Activity 1: Begin and Manage Engagement

We will begin this engagement by conducting a kick-off meeting with the City's project team to discuss project objectives, review the project plan and draft schedule, and discuss potential regional departments for use in benchmark comparisons. We will meet with the City Manager's Office to learn about the community, the City's interest in this study, strengths and weaknesses of current police staffing and operations, and community and executive expectations for this work.

Next, in order to begin to engage them in this effort, our team will meet with the Police Department Command Staff as a group to review the purpose of our work, the process steps, and our approach. Next, Raftelis will interview each member of the City Council individually and confidentially to learn about their perceptions regarding Police Department operations staffing, as well as about community needs.

We will provide a written request for, and review, all relevant background information, such as budgets, organizational charts, relevant collective bargaining agreements, any previous studies, work unit goals and work plans, workload measures and quantities, patrol area maps, City demographic information, and other similar data to inform our work. We will provide an online shared drive for easy uploading of electronic documents.

Throughout the project, we will provide the City with regular project status reports designed to maintain planned project progress and budget, identify and resolve project issues, and review project work products. In addition to formal status reporting, we anticipate numerous informal opportunities for the City to discuss various project and operating issues with our project manager and team leaders. We welcome the opportunity to have this informal dialogue since we believe it will contribute to a more successful project.

ACTIVITY 1 DELIVERABLES:

- Kick-off meeting agenda
- Draft and final project schedule
- Data/document request

Activity 2: Assess Staffing

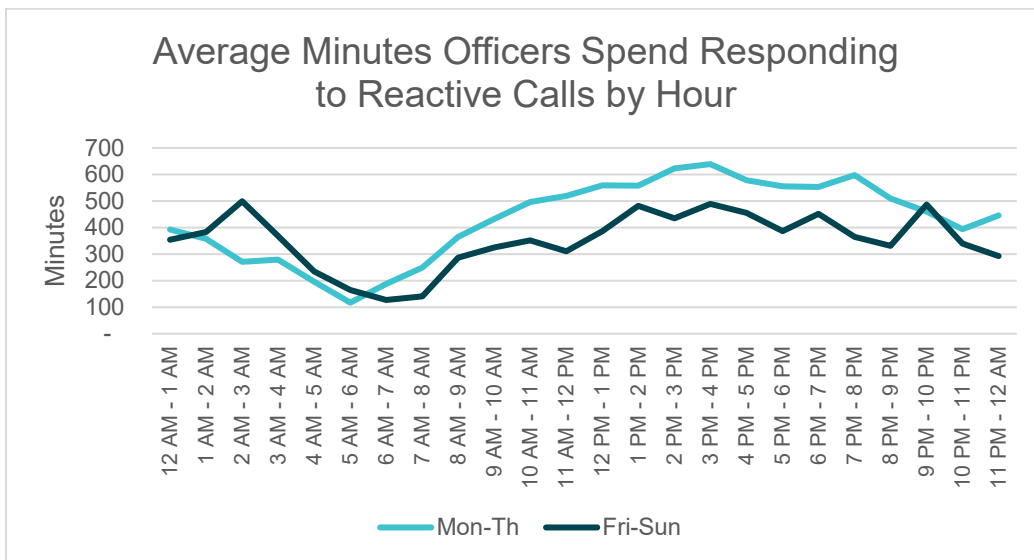
A primary component of this study is to assess Department staffing requirements to best meet local demand. In this activity, Raftelis will analyze the Police Department's CAD, Records Management System (RMS), and other data to map and understand the nature of policing work in the community. Our team will first meet with the Police Chief and any Department analytical staff to discuss the availability of data and assess what is available, including Dispatched Calls For Service (DCFS) data, investigations caseload information, officer-initiated calls, dispatch, and more.

Patrol

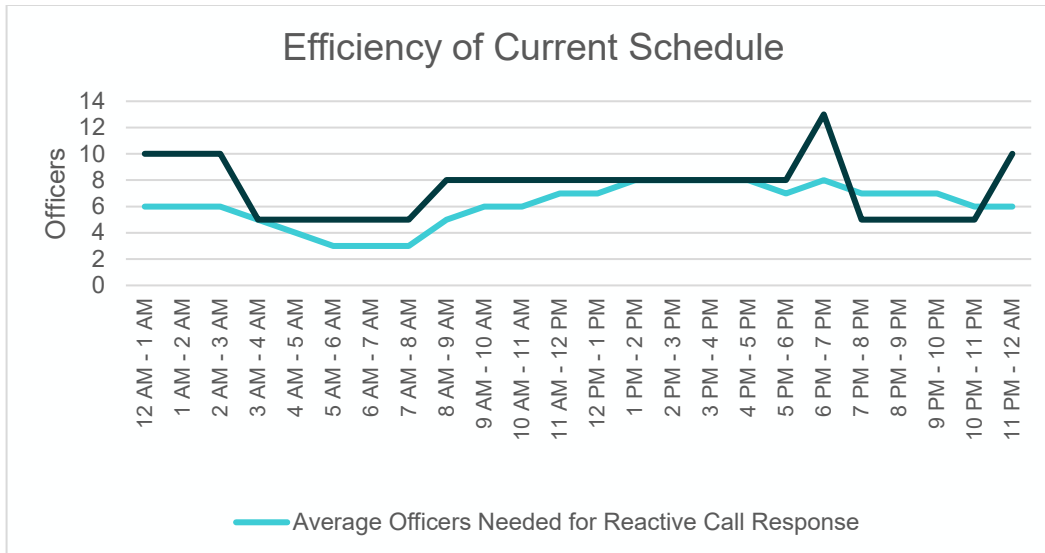
We will submit to the Department a detailed request for data drawn from the CAD system for each day of the week and each hour of the day over a three-year period for the amount of officer time consumed responding to emergency calls for service, engaging in officer-initiated activity, and completing administrative duties. We will analyze this data by type of call and call priority and will analyze seasonal variation in patrol workload. Using this analysis, we will develop a statistical staffing model, built on the South Pasadena Police Department's unique workload profile, to project the number of officers that would be required to consistently meet best practice proactive policing guidelines given current workloads.

Based on the myriad of research available on community-policing strategies and the impact of proactive policing, the International Association of Chiefs of Police (IACP) recommends that at least 33% of a patrol unit’s time be allocated to proactive policing. The remaining 66% of an officer’s time would then be divided equally among DCFS response and administrative duties. In other words, when the IACP standard is applied, an officer would spend an average of 20 minutes per hour completing proactive policing activities, 20 minutes responding to DCFS, and 20 minutes completing derivative administrative responsibilities. This guideline is called the “33 Percent Rule.”

An analysis of the call data will allow us to determine peak demand, based actual experience of officers, as shown in the following example.



Using our Staffing Utilization Model, we will develop a demand profile to demonstrate how many officers are needed to concisely meet the 33 Percent guideline. Our model will also go a step further by matching potential shift and deployment configurations to the Department’s unique patrol workload profile. This will include an analysis of planned changes and growth in the City, and its impact on staffing and schedules. We will demonstrate not only how many officers are needed to meet proactive policing guidelines, but what shift schedule can be applied to meet these guidelines in the most efficient way possible, as demonstrated in the following example. We will also analyze and assess the impact of any proposed schedule changes in the context of the City’s current collective bargaining agreements.



Investigations

Some functions of policing, such as patrol or emergency dispatch operations, have established national guidelines that can be used to ascertain staffing needs based on workload and service standard targets. However, no such staffing guidelines exist for investigations staffing. Case load and clearance rates are the most frequently used and valid metrics, but they cannot be used as raw numbers without further consideration because of the variation in labor hours required from case to case. For example, the workload of a homicide detective may reflect a relatively small number of cases, but each is a labor-intensive major investigation. Conversely, some property crimes with no significant leads may be routinely closed based on a quick telephone call to the victim, so a higher case load may not reflect a significantly higher workload. But other factors impact even that analogy; property crime investigations, for example, have become more numerous and complex with the advent of identity theft and cybercrime, and the increasing availability of surveillance video and digital evidence from computers and cell phones have increased both solvability and the scope of investigations.

Additionally, the standard of service set by the agency and expected by the community impacts the workload by raising or lowering the standards for accepting cases for investigation and when they are closed. The assignment of cases is essentially a triage process that evaluates a number of factors: the level of the crime, the presence of a willing complainant, the availability of evidence or witnesses, the extent to which the suspect is or can be identified, and the availability of investigative resources. When resources are constrained, the bar for pursuing an investigation is set higher. In this triage system, there is a segment of cases that are not amenable to successful investigation and should be closed; there is a segment that clearly merits further investigation; and there is a cutoff point between cases that are investigated and those that might be solvable if additional resources were available, but must be closed based on a cost-benefit analysis.

To properly assess investigative staffing levels, it is necessary to not only evaluate existing workload, but to evaluate the manner in which cases are selected for investigation and managed to completion. We will engage closely with the Department to understand the nuance of the Department’s investigative workload, which will support unique and targeted recommendation development.

Administrative Support

Our team will also look at staffing and the use of sworn and non-sworn personnel in functions such as property and evidence, dispatch, records, and more. It is critical that the growth in volume and complexity of police workload be considered not just as a driver of police officer staffing and resources needs, but of administrative resource needs as well. Our team will work closely with the Department to understanding and quantify the administrative workload drivers in

the Department, analyze for which functions sworn officer expertise is required, and provide recommendations on appropriate staffing levels.

Quality control of reports to ensure accuracy and completeness is important to maintenance of correct information as well as the future presentation of cases in court. Statutes govern the recording and dissemination of much of the information that passes through a police agency, requiring a level of knowledge of, and compliance with, their requirements. Administration staff also perform an important customer service role, providing police reports to victims, insurance companies, and other involved parties. They are the point of contact for Freedom of Information Act (FOIA) requests and assist members of the public in areas that, while not considered law enforcement priorities, may affect the individual significantly on a personal level. They in turn have a significant impact on the public perception of the Department.

Our team will evaluate the impact of the policing workload on civilian and administrative units of the Police Department. The administrative burden of modern policing is considerable, and, to maximize the ability of sworn personnel to respond to and prevent crime in the community, it is necessary to ensure that adequate support is available. We will evaluate the workload and associated resource requirements of civilian and support units under the current operating model. We will also clarify the impact that any recommended adjustments in sworn staffing, organizational structure, or process may have on support units.

Using data analysis based on available information, our team will summarize everything learned and identify optimal staffing requirements across all divisions based upon current and projected workload. This will include a review of the appropriate management spans of control. We will assess how any proposed schedule changes would impact collective bargaining agreements.

Raftelis will benchmark Department staffing against that of other similar regional and national departments for purposes of comparison and insight. We will analyze how the South Pasadena Police Department compares to other departments and how other departments are structured to provide insight for our recommendations.

We will share our data-based observations and findings with the City and refine our results based upon feedback received to finalize staffing profiles and shift schedules required to meet workload demand.

ACTIVITY 2 DELIVERABLES:

- Summary of demand profile, including staffing profile and shift schedules, for all units
- Benchmarking comparison results

Activity 3: Conduct Site Visit

While the statistical model discussed above is an important component of our proposed staffing analysis methodology, we also recognize and value that policing is not simply about numbers. There are many factors that must be given equal consideration. In this activity, our team will interview Department staff to ensure a thorough understanding of the South Pasadena community's unique context and perspectives regarding Police Department operations. This is a significant project effort that serves as the basis for all the analytical components of the project, including issue identification and recommendation development.

We will begin by interviewing key staff across all divisions of the Police Department to learn about their operations, staffing, processes, and perceptions of strengths, weaknesses, and opportunities for improvement of staffing, schedules, and operations. More specifically, we will discuss organizational structure, management systems, workload and workload drivers, known future initiatives or changes, policy impacts on operations, staffing levels, processes, inter-relationships

with other departments and the community, use of technology, and more. Our team will specifically inquire about performance of internal services of the City such as human resources, finance, and information technology in providing service to the Department.

Working with the City's project team, we will identify key internal and external stakeholders and invite them to participate in one of two public forums. We will offer one in-person forum and one virtual forum; we have found that a hybrid of in-person and virtual options provides flexibility for participants and eliminates potential barriers such as transportation or childcare. During the forums we will ask stakeholders about Department operations, policies and procedures, processes, strengths, weaknesses, and areas in need of improvement. We will appear at a public meeting with the Public Safety Commission to discuss community expectations for public safety and Department policies that might impact operations.

The Raftelis project team will participate in a ride-along with patrol to learn about the community's geography and service impacts.

With the input of the City's project team, Raftelis will develop and administer two online surveys: one open to the public and one for all Police Department staff. Once the survey questions are approved, Raftelis will launch the survey. We will assist the City with materials to market the survey to increase participation. At the conclusion, we will analyze and summarize survey results across varying demographic and departmental groupings.

The project team will employ our Six R approach, as introduced previously. The approach guides our efforts through data development, issue identification, operational analysis, and creation of recommendations tailored to improve the Police Department operations.

We will employ a variety of review and analysis techniques to develop and refine organizational and operational data in order to provide recommendations that will improve the Department's service provision. The following are some of the key questions impacting potential recommendations that we will explore as we look at the application of best practices and opportunities for innovation:

- How does the training schedule impact shift staffing?
- What is the current staffing methodology and is it appropriate?
- Is the report writing process efficient?
- Are there areas where improved technology can increase the time available to patrol the streets?
- Are there special safety concerns that need to be considered in the staffing model?
- How do leave scheduling practices impact shift staffing?
- Are sworn officers performing work that civilians should perform or vice-versa?
- Are there special assignments or teams that direct officers from emergency call response or proactive patrols?
- What are the major sources of overtime?
- How is court time scheduled, and what is the impact on shift staffing?
- Is there adequate supervisory coverage for each shift, and how is supervision handled when a sergeant is on leave?
- How are problem areas identified for dedicated, proactive attention?
- Are there mutual aid agreements with neighboring departments and under what conditions is it used or given?
- How are residential and commercial areas allocated throughout the community, and how does the configuration impact the patrol function?
- How does the City's transportation infrastructure and traffic patterns impact the patrol function?
- How are the beats structured to meet the City's unique service profile?
- Are records processed in a timely manner to support patrol, investigations, and the prosecutor's office?

- Are there core support services functions (records, dispatch, evidence processing, fleet maintenance, quartermaster, etc.) that require augmentation or process improvement focus?
- What recruitment and retention challenges is the Department experiencing across all programs and what impact does this have on service levels?
- Are there internal process or policy challenges that impede service delivery, communication, or organizational effectiveness?

We will consider the issues identified in conjunction with our analysis of patrol calls for service data, investigative caseload data, and administrative unit workload drivers, to determine how many staff, and of what rank, configuration, type (sworn/unsworn), and schedule are needed to adequately respond to the Department's workload. Not only will we define the staffing complement necessary to meet the community's specific policing needs and goals, but we will also recommend improvements to the administrative processes and practices that have a direct impact on efficiency, and, therefore, staffing needs. We will identify necessary changes to training and management spans of control.

We will review existing patrol areas and geographic assignments in conjunction with the call analysis performed earlier. We will determine if there is any need to adjust patrol areas and assignments to address immediate, mid-term, and long-term community needs.

We will compare and contrast management practices, organizational structure, training, use of technology, and services in the Police Department with the best practices of other successful law enforcement organizations. We will identify best practices and determine where gaps may exist in the the Department's current delivery of services. We will develop recommendations for closing those gaps and improving efficiency based on available resources. Additionally, recommendations for streamlining processes, reallocating personnel, and other appropriate recommendations will be prepared and reviewed with the City.

As part of our analysis, we will evaluate the structure and operations of the Department as they compare to industry standards of performance, in particular in the context of Reimagining Policing and providing equitable services through a lens of diversity, equity, and inclusion. Raftelis has done extensive research on this topic and recently updated our public safety methodology accordingly.

Our methodology was developed from contemporary research, our work with professional associations and industry groups, as well as other sources. We will compare and contrast management practices, structures, staffing, and services in the Police Department with the best practices of other successful organizations. We will identify best practices and determine where gaps may exist in the City's current delivery of services. We will develop recommendations for closing those gaps and improving efficiency, based on available resources. Additionally, recommendations for streamlining processes, reallocating personnel, and other appropriate recommendations will be prepared and reviewed with the City.

We will summarize everything learned in this activity and review with the City.

ACTIVITY 3 DELIVERABLES:

- Summary of themes and findings

Activity 4: Prepare Project Deliverables

At this point in the project, Raftelis will have conducted interviews, observations, forums, surveys, ride-alongs, and related data collection in order to identify potential issues for the Department. This will include an assessment of organizational structure, staffing, supervision, technology, process workflow, policies, and potential operational changes. These issues will be ranked in order of importance and documented in a summarized issue identification format. This

document will summarize our reasoning behind the identification of each issue and how it may impact operational and financial forecasting. This information will also include a core services matrix for the Department. This matrix inventories all of the Department’s services and the current staffing and service level provided by the City.

We will present and review our preliminary observations and recommendations with the City’s project team. Additional follow-up on issues or analysis will be conducted as needed, and our recommendations will be finalized.

Once recommendations are finalized, we will prepare a comprehensive draft report for the City. The report will include an executive summary, our methodology and approach, and all recommendations, including the demand profile, any proposed changes to staffing levels and work schedules, a review of patrol areas, and other operational changes to improve the Department’s efficiency and effectiveness with a focus on its ability to meet community needs over time.

The draft report will be provided to the City for review and discussion. Based upon feedback received, we will prepare and present the final report.

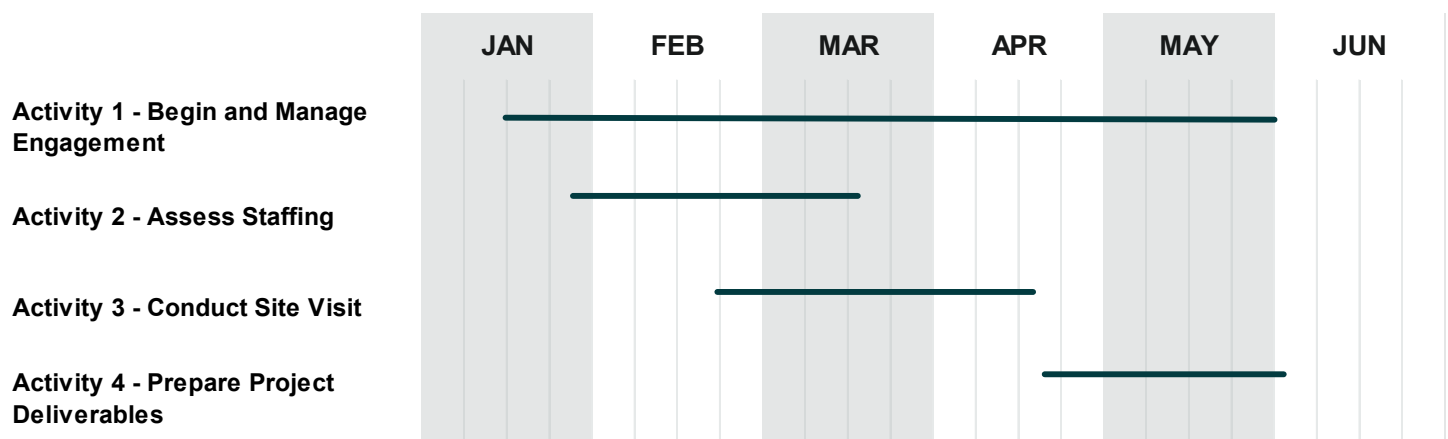
The final report will include the Roadmap, introduced previously, to provide additional detail on recommendations and to support implementation efforts by the City.

ACTIVITY 4 DELIVERABLES:

- Preliminary observations and recommendations
- Draft report
- Final report and implementation Roadmap

Timeline

A proposed project schedule is included below. We expect to refine this with the City during Activity 1.



Cost Proposal

The total fixed fee for completion of the scope of work is \$99,500. This includes all professional fees and expenses.

Activity	Description	Estimated Hours	Cost
1	Begin and Manage Engagement	58	\$18,300
2	Assess Staffing	84	\$20,000
3	Conduct Site Visit	118	\$34,375
4	Prepare Project Deliverables	112	\$26,825
TOTAL		372	\$99,500

The City will be invoiced monthly as tasks are completed.

Should the City desire additional services outside of the scope of work, it will be billed using the hourly rates below plus expenses at cost.

Project Team Member	Hourly Rate
Executive Vice President	\$350
Senior Manager	\$285
Subject Matter Expert	\$275
Manager	\$250
Consultant	\$195

Exceptions

We request that the City consider making the following modifications, shown in red below, to the Professional Services Agreement. Please contact us if you have any questions or concerns about these modifications.

5.11. **Records.** Consultant shall maintain ~~any and~~ all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents ...

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City ~~without restriction or limitation upon its use or dissemination by City except as provided by law.~~ City may reuse and modify the written products without the action for additional compensation to Consultant; any reuse or modification of written product shall be the sole risk of the City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

11. INDEMNIFICATION

11.1 **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, ~~its officers, employees, servants, agents, or~~ subcontractors, ~~or anyone directly or indirectly employed by either Consultant or its subcontractors,~~ in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.

11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against ~~any and all~~ claims, losses, costs or expenses for any personal injury or property damage ~~arising out of or in connection with proximately cause by~~ Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees ~~for counsel of City’s choice,~~ expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

~~11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.~~

Sample Proposal



City of Bloomington

**Organizational Assessment:
Police Department**

October 16, 2019



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October 16, 2019

Caroline Shaw
Director of Human Resources
City of Bloomington
401 N. Morton Street
Bloomington, IN 47404

Dear Ms. Shaw:

The mission of The Novak Consulting Group is to strengthen organizations, for those they serve and those who work in them. We are dedicated to providing management consulting services to local governments and nonprofit organizations. The firm was originally established as Public Management Partners in 2001. Since then, we have been providing our clients with the best thinking and execution in organizational design, development, and improvement.

We are pleased to submit this proposal for an Organizational Assessment of the Bloomington Police Department. This proposal is based on our understanding of the City's interests, as well as our experience completing similar work for other jurisdictions across the country.

Our project team for Bloomington is composed of skilled professionals, seasoned in local government with direct experience in all facets of local government public safety operations. Our team has had significant success working with many local governments to review operations, structure, and staffing with the goal of improving organizational performance and efficiency. Additionally, we are also skilled at developing performance measures to assist the organization in tracking progress toward the implementation of program improvements. We are confident our customized approach will provide the City with a plan for maximizing opportunities for economy, efficiency, and effectiveness while providing quality policing services to the community.

We look forward to the opportunity to serve Bloomington. Please contact me at (513) 309-0444 or jnovak@thenovakconsultinggroup.com should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "J. D. Novak". The signature is written in a cursive, flowing style.

Julia D. Novak
President

About The Novak Consulting Group

For nearly a decade, a highly respected management consulting firm named Public Management Partners helped a variety of organizations function more effectively. Through the years, the firm built a sizeable client base of predominantly local governments and nonprofit organizations in the Midwest. Projects ranged from those as small as conducting community workshops to those as sweeping as analyzing the operational efficiency of entire departments within a city or county.

In 2009, Julia D. Novak acquired Public Management Partners and founded The Novak Consulting Group, staffed by consultants with decades of collective experience. With The Novak Consulting Group, Julia built on Public Management Partners' reputation for innovation and results while expanding the company's services nationwide. Her company meets a wider range of needs, consulting with governments in the areas of public works, public safety, human resources, finance, planning, IT, and more. We provide our clients with the best thinking and execution in organizational design, development, and improvement. Our three practice areas include:

- Organizational Assessment
- Strategic Planning and Facilitation
- Executive Search

The Novak Consulting Group is a national firm that provides unparalleled service to our clients. Leaders in local governments and nonprofit communities have come to rely on The Novak Consulting Group for high caliber advice developed through subject matter expertise and customized project approaches.

- **Focused expertise.** Our expertise lies in strengthening two kinds of organizations: local governments and nonprofits. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.
- **Flexibility to serve you better.** We employ a core staff of senior-level consultants and draw from our pool of subject matter experts when their expertise can help us serve you better. This approach results in a more responsive and efficient project providing the services that you desire and the results that you need.
- **Decades of collective experience.** Our associates and subject matter experts have decades of experience in strengthening local governments and nonprofit organizations. They've served in a wide range of positions, from city manager to public works director to director of management information systems.
- **Personal service from senior-level consultants.** You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While a large firm may assign your business to junior-level people, our firm and approach provide exceptional service from senior-level consultants.

The Novak Consulting Group is a women-owned firm led by President Julia Novak. The firm is staffed with local government professionals, including full-time associates and subject matter specialists. The firm is headquartered in Cincinnati, Ohio, with employees based in Washington, D.C., California, Florida, Kansas, New Hampshire, North Carolina, Tennessee, and Wisconsin.

Work Plan

Public safety is one of the primary reasons that local government exists. Communities form to govern themselves, establish standards and laws, and determine how to best enforce those rules through a variety of governmental services. Police departments engage in protecting the public and exist to provide whatever level of service the community deems appropriate. While there are standards and "best practices" for various law enforcement programs, ultimately it is the decision of the local community to determine what level of service it desires and is willing to fund and, just as importantly, to determine funding and service level priorities when resources are constrained.

We approach reviews of law enforcement operations with this in mind. As we evaluate the level of service that is currently provided, we also look for indicators of satisfaction or dissatisfaction with the existing standards and help identify solutions to provide a better fit for each community. Our approach is to understand what the community needs, its public safety priorities, and the service delivery constraints, then identify actionable solutions to help achieve those goals.

The Novak Consulting Group and its staff have extensive experience working with local government clients in the area of public safety. Our focus is on providing solutions that work within the available resources and culture of the organizations we assist. The most innovative solutions in the world are valueless if they cannot be implemented or will not be accepted by the community and the department personnel who will be tasked with implementation. We pride ourselves on our ability to listen, analyze, and work with our clients to find not just a random selection of best practices taken from a manual, but real solutions that can be implemented effectively. There is no value to a consulting study that, once completed, occupies shelf space never to be opened again. We are pleased that our prior engagements have resulted in corresponding actions by our clients to implement the recommendations that we have jointly developed.

We recognize that there will always be competing interests between the level of services and its cost. Defining "good enough" is a significant challenge that is aided by knowing that the work is both necessary and delivered as efficiently as possible. As resources diminish, we often find that organizations become increasingly reactive at a significant cost both to current and future operations. Maintaining planned, proactive approaches consistently generates a better, more cost-effective result, particularly when evaluated over time. Every organization develops traditions, practices, and routines. It is essential that these are subject to regular review and analysis to ensure that they continue to represent best practices that meet the needs of the community.

The City of Bloomington is seeking a study to evaluate the efficiency, effectiveness, and staffing of the Police Department. The Novak Consulting Group is proposing a scope of work that will create a framework for organizational improvements. The following details the proposed work plan.

Activity 1 – Begin Engagement

The Novak Consulting Group will begin this engagement by meeting with the representatives from the Mayor’s Office, Human Resources, and the Police Chief to review the details and expectations of this effort and finalize the project schedule. Additionally, we will meet with the Command Staff to hear their perspectives about current operations, structure, staffing, communication, and culture in the Department.

We will request and review all relevant background information about the Police Department, including budgets, organizational charts, SOPs, shift schedule configuration, and other relevant workload information and policy documents.

These meetings will serve as the first step in an iterative communication process that will span the course of the project. Throughout the engagement, we will regularly update the project team on the progress of our work. We will provide status reports to ensure the schedule and anticipated deliverables are being achieved as promised. Our goal and commitment are to ensure that there are no surprises when the final project report is delivered to the City. Each area of analysis, as well as major issues and recommendations, will be vetted and discussed with the project team as the analytical process and project timeline unfolds.

Activities 2 – Develop Demand Profile

The Novak Consulting Group will review and analyze existing data provided by the City, along with data and information gathered from our interviews in the next activity, to assess staffing. We will work with staff to obtain CAD/RMS data so we can analyze such issues as time spent on dispatched calls for service, scheduling, and overtime drivers. Based on our analysis, we will develop specific recommendations regarding staffing and deployment, as well as other operational issues for the Police Department. Additional items to be evaluated and considered include the following:

- Current staffing level: filled positions and vacant positions
- Current allocation and deployment practices
- Current minimum staffing goal
- Current scheduling practices
- Unallocated/proactive time available throughout all shifts independently of each other
- Allocated time for calls for services, follow-up, report writing, court, briefing, etc. throughout all three shifts independently of each other
- Current and projected population distribution, demographics, and crime patterns
- Hours of overtime worked
- Current shift relief factor compared to optimal shift relief factor
- City geography and patrol beat configuration
- Goals and objectives of the Command Staff related to staffing and meeting community expectations for levels of service
- Other work time (e.g., court appearances, IOD, and light duty)
- Document current patrol performance and workload levels
- Other relevant factors/issues

To assess service delivery for the Police Department, we will review the demand profile, including time spent on dispatched calls for service. A staffing profile will be developed using existing

established benchmarks for the Police Department. This profile will estimate staffing requirements that would be needed to achieve management-specified performance objectives and best practice guidelines for proactive policing.

The Novak Consulting Group will conduct a workload-based staffing analysis for investigative personnel. We will analyze investigative workload by type, clearance rates, and investigative labor hour requirements to develop a unique service standard for the City of Bloomington. This standard will then be applied to the City's crime and investigative workload pattern to determine the appropriate number of investigators by specialization (e.g., robbery, homicide, domestic violence, etc.) to pair with Bloomington's crime profile.

Similar analytical approaches will be applied when analyzing the Department's civilian and support services staffing levels. For example, our approach concerning the administrative positions will be to develop a workload profile and identify the number of labor hours required to effectively complete core activities. We will further evaluate this profile within the context of fixed position staffing requirements to ensure that appropriate coverage is available for public interface.

Activities 3 – Conduct Field Work

During this project activity, we will develop a baseline understanding of operations, what works well, and what constraints managers, supervisors, and front-line personnel face in the daily delivery of service. Our work will be designed to identify operations issues relative to workload, deployment, command, oversight, and culture to determine what opportunities exist for improvement.

We employ several different techniques for learning about the department in order to collect sufficient data to understand operations and offer impactful recommendations. First, we will schedule and conduct confidential interviews with Command Staff and key line staff in the Police Department. The interviews cover the organization, structure, and volume of work; the business processes used to accomplish work; supervisory relationships; performance management; and perceived strengths and weaknesses. Next, we will conduct a series of group interviews with patrol sergeants, officers, detectives, and CSOs. We make a special effort to engage in conversations with employees from each level of the organization – sworn, civilian, command, supervisory, and front-line.

In addition to formal interviews, we conduct selected operational observations to understand how work is performed in your normal work environments. This will include walk-throughs in offices and worksite visits, as well as tours of law enforcement facilities and fleet and a ride-along/community tour, to better understand the community profile.

Through these activities, we will develop an understanding of how the Police Department functions and will perform a gap analysis designed to address current constraints and challenges in the Department. It also provides an opportunity to refine the demand profile and test the staffing analysis against the reality of daily workload in Bloomington.

Activities 4 – Assess Operations and Develop Recommendations

We will also assess operational policies and procedures, as well as other relevant personnel rules and provisions that impact the efficient operations of police services. The project team will review your documented policies and procedures to address and resolve the following questions:

- Are the manuals/documents complete? Do major gaps exist relating to operations?
- Are your policies and procedures updated frequently enough to reflect legal, procedural, and community changes?
- Do multiple, conflicting, or overlapping policies and procedures exist within the service area?
- Which policies and procedures foster efficiency and effectiveness, and which ones are hindrances? In the latter, what is the business case in support of the policy, and can it be altered?

This analysis will inform our recommendations regarding the organizational alignment of the command, patrol, investigative, administrative support functions, and the policies, procedures, and practices that drive organizational culture.

After the above tasks, The Novak Consulting Group will prepare a summary of our observations and recommendations. We will meet with the project team to review the summary. Additional follow-up on issues or analysis will be conducted as needed.

Activity 5 – Prepare Deliverables

Once recommendations have been finalized, The Novak Consulting Group will prepare a draft report. The report will include an executive summary, our methodology and approach, and a thorough description of all recommendations for the City of Bloomington. We will provide the draft to the City to review for factual accuracy and to discuss content and approach.

Following a review of the draft report by the City, we will prepare the final report based on project team feedback. The final report will include an Implementation Plan to provide additional detail on recommendations and to support implementation efforts by the Department. It includes detailed steps and priorities for each recommendation and offers a framework for implementation that can be used to carry forward the momentum of the study.

Schedule

We anticipate completion of the scope of work outlined in this proposal will require 14-16 weeks. We expect to develop a refined schedule with the City during Activity 1, based on the City's needs.

Cost

The total fixed fee for completion of the scope of work is \$52,800, including all professional fees and expenses for The Novak Consulting Group.

It is our practice to invoice clients monthly based on work completed.

ATTACHMENT 3

Draft Agreement with Raftelis for Police Department Assessment-
RFP and Scope of Work as Exhibits to the Agreement

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**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Raftelis Financial Consultants, Inc.

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Raftelis Financial Consultants, Inc. (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **South Pasadena Police Department Organizational Assessment.**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: **see Exhibit A**
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is **Domenica K. Megerdichian, Deputy City Manager.** The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as **Exhibit B** and incorporated herein by this reference. This

fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Ninety-nine Thousand and Five Hundred Dollars (**\$99,500**).
- 3.5. “Commencement Date”: **January 19, 2023**.
- 3.6. “Termination Date”: **June 30, 2023 or until determined to be complete by the City of South Pasadena Deputy City Manager**.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement,

including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Julia Novak, Project Director** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or

as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed in the Scope of Work, Exhibit A, and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not

represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- ~~11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.~~
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: **Electrification project and stakeholder coordination.**
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- ~~Professional Liability Insurance: \$2,000,000 per occurrence,
\$2,000,000 aggregate~~

- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

- ~~12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.~~
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at

least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Risk Management, 1414 Mission St., South Pasadena, CA 91030. Telephone: (626) 403-7230.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Domenica Megerdichian
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7214
Facsimile: (626) 403-7211

If to Consultant

Julia Novak, Executive Vice President
Rafetlis Financial Consultants, Inc.
445 S. Figueroa St. Suite 1925
Los Angeles, CA 90071
Telephone: (213) 262-9300

With courtesy copy to:

Andrew L. Jared
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys’ Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of South Pasadena

“Consultant”
Rafetlis Financial Consultants, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____

Desiree Jimenez, CMC
Chief City Clerk

Date: _____

Approved as to form:

By: _____

Andrew L. Jared, City Attorney

Date: _____

EXHIBIT A

Scope of Services

The Consultant shall provide a report to the City Manager that provides analysis and recommendations to optimize public safety response while identifying and quantifying improvements and enhancements and cost savings measures for the City. Each area of Department Operations listed below should be evaluated for:

1. Opportunities.
2. Risks.
3. Increased efficiency.
4. Improved effectiveness.
5. Comparison to national and regional standards and best practices.

Department Operations

After conducting analysis and outreach, Consultant shall objectively and independently develop recommendations to the City Manager in the form of a written report for the near-term (1–4 years) and long-term (5–10 years) operations of the Police Department based upon, but not limited to:

1. Community data.
2. Current conditions, delivery performance, demand, and distribution.
3. Call volumes.
4. Response times.
5. National and regional standards and best practices.
6. Future growth and demand forecasts.
7. Staffing.
8. Policy review and recommendations.

City Responsibilities: Department Meetings and Facility Inspections

The City of South Pasadena will provide the consultant access to information and personnel as required during the comprehensive study to answer questions in a timely manner. The City of South Pasadena shall maintain all property rights of all material and deliverables produced from this review.

Schedule

The consultant should plan that a notice to proceed will be issued approximately late January 2023. The consultant will propose a schedule as part of their proposal that best represents their level of effort available for this project.

Funding

This project will be funded using 100 percent City funds. The proposed budget will not be provided to Offerors.

Deliverables

A final report will be submitted via paper and electronically in PDF format, bookmarked accordingly for each objective listed above. The report shall include an executive summary and recommendations for each objective under Department Operations. The report will be presented to the City Manager and findings may be presented to the City Council. The Consultant may be asked to present the findings and methodology to the City Council.

Activities	Key Deliverables or Actions	Target Date of Completion*
Phase One: Meet with City Manager staff, any additional technical assistants to co-design approach and timeline for the project.	<ul style="list-style-type: none"> -Plan for the project outline -Development calendar of milestones of the recommendations for the City Manager. -Identify protocols, logistical and technological considerations for effective deliberation -Solidify calendar of advisory consultations and methods for collection of community input for stakeholders 	TBD
Phase Two: Convening of Project	Consultant to collaborate with City Manager and Police Department staff to: <ul style="list-style-type: none"> -Choose background materials on police services, delivery and approaches -Identify emerging best practices from academic and other sources related to assessment of police services -Participate in regular internal deliberations with City staff and technical advisors -Facilitate external meetings as determined by the team 	TBD
Phase Three: Facilitation of Community Engagement Meetings and Synthesis of Emerging Best Practices	<ul style="list-style-type: none"> -Facilitate public meetings to be held -Continue deliberations with City staff to compile and integrate community input, subject matter expertise, and research findings on reallocation of police services -Support staff to finalize final recommended plan for City Council review -Preparation to define the community engagement process that informed final recommendations, if needed 	TBD
Phase Four: Evaluation, Recommendations on Operationalization of Council Action and Next Steps	<ul style="list-style-type: none"> -Continue deliberations with City staff to evaluate process and assess City Council presentation -Participate in any considerations of implementation or operationalization of reallocations -Facilitate any meetings determined to be necessary regarding next steps 	TBD
Completion of Deliverables:	<ul style="list-style-type: none"> -Delivery of completed assessment to City staff regarding Police Department organizational structure, workload, overall efficiency, information technology, and policy review 	TBD

*Approximate dates to be determined during consultant selection process

EXHIBIT B

Cost Proposal

The total fixed fee for completion of the scope of work is \$99,500. This includes all professional fees and expenses.

Activity	Description	Estimated Hours	Cost
1	Begin and Manage Engagement	58	\$18,300
2	Assess Staffing	84	\$20,000
3	Conduct Site Visit	118	\$34,375
4	Prepare Project Deliverables	112	\$26,825
TOTAL		372	\$99,500

The City will be invoiced monthly as tasks are completed.

Should the City desire additional services outside of the scope of work, it will be billed using the hourly rates below plus expenses at cost.

Project Team Member	Hourly Rate
Executive Vice President	\$350
Senior Manager	\$285
Subject Matter Expert	\$275
Manager	\$250
Consultant	\$195

Timeline

A proposed project schedule is included below. We expect to refine this with the City during Activity 1.

