

**AGREEMENT FOR NON-DESIGN PROFESSIONAL SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 11<sup>th</sup> day of January 2018 between the Kensington Police Protection and Community Services District, a special district in Contra Costa County, California, (hereinafter "DISTRICT") and Matrix Consulting Group, a California corporation, with its primary office located at 201 San Antonio Circle, Suite 148, Mountain View, CA 94040 (hereinafter "CONSULTANT") (collectively, "the Parties").

**RECITALS**

**WHEREAS**, law enforcement services are a crucial component of the services that DISTRICT provides to DISTRICT residents; and

**WHEREAS**, DISTRICT wishes to improve its delivery of law enforcement services and maximum the efficient use of public tax funds; and

**WHEREAS**, to improve performance and efficiency and performance, DISTRICT must review its current operations and consider alternatives, including reorganization of the DISTRICT’s current organization and outsourcing options; and

**WHEREAS**, DISTRICT staff does not have the experience or capacity to perform this work in-house; and

**WHEREAS**, to identify and retain a firm able to provide the necessary services, the DISTRICT published a Request for Proposals (“RFP”) soliciting proposals to evaluate the best approach to future delivery of police services from companies with experience in conducting such analyses (“Exhibit A”); and

**WHEREAS**, on October 16, 2017, CONSULTANT submitted a proposal (“Proposal”) demonstrating a significant depth of experience in providing the services required by the DISTRICT (“Exhibit B”); and

**WHEREAS**, on November 29, 2017, the DISTRICT Board of Directors voted to accept CONSULTANT’S proposal and authorized the Board President to negotiate and execute an agreement with CONSULTANT subject to review by the DISTRICT’s General Counsel; and

**WHEREAS**, DISTRICT and CONSULTANT each desire to enter into an Agreement whereby CONSULTANT will perform services for DISTRICT as set forth herein; and

**NOW, THEREFORE, BE IT RESOLVED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. DESCRIPTION OF SERVICES

- (a) Except as modified herein, CONSULTANT 's Services will consist of the tasks, deliverables, schedule and other provisions set forth in the RFP.
- (b) The Proposal contains several deviations from the RFP. The District accepts the following modifications to the Services:
  - i. Phase 1 shall consist of fact-finding, including, without limitation, meeting with District officials and officials of potential contracting agencies. After this fact-finding, CONSULTANT shall provide a descriptive profile.
  - ii. CONSULTANT shall provide an assessment of current police services in Phase 2.
  - iii. Also in Phase 2, CONSULTANT shall develop shared service criteria, develop two or three options and develop five to ten year forecasts.
  - iv. In Phase 3, CONSULTANT shall prepare a comparative analysis and obtain public input. The final report issued at the close of this phase will compare contract service alternatives to current police services.
  - v. IN Phase 4, CONSULTANT will develop a request for proposals to solicit proposals from other agencies to provide police protection services.
- (c) The DISTRICT's General Manager shall have the authority to amend or delete the tasks constituting the Services, or the timing thereof.
  - i. If the amendments cause an increase in the project cost, Consultant shall promptly notify the Manager of the amount of said cost. If the increase exceeds the General Manager's contract authority, the Board of Directors must approve the amendment.
  - ii. If an amendment or deletion decreases the project cost, District shall receive a credit for said diminution based on the rates set forth in the proposal. Notwithstanding anything in the Proposal to the contrary, DISTRICT's General Manager shall have the right to delete tasks from this Agreement, receiving a credit against the project cost at the rates set forth in the Proposal.
- (d) The Final Report described in Task 9 of the Proposal shall include a discussion of best practices that could be implemented in the DISTRICT's current Police Department.
- (e) This Agreement includes the following exhibits, which are attached hereto and incorporated herein by reference:
  - i. Exhibit A: DISTRICT's RFP.
  - ii. Exhibit B: CONSULTANT Proposal.
- (f) In the event of a conflict between the body of this Agreement, Exhibit A and/or Exhibit B, the body of this Agreement shall prevail over the Exhibits and Exhibit A shall prevail over Exhibit B.

- (g) CONSULTANT shall perform the Services in a skillful and professional manner compatible with the usual, customary standard of CONSULTANT's profession, using its best efforts to conduct the assigned investigations. CONSULTANT will not commit any act generally considered illegal, immoral or unethical and CONSULTANT makes no promises regarding the results of the investigations.
- (h) CONSULTANT will not disclose any information relating to the Services without prior written authorization from DISTRICT, the DISTRICT's general counsel or an order from a court of competent jurisdiction.

## 2. COMPENSATION

(a) DISTRICT will pay CONSULTANT as full compensation for all services and duties performed, the fee compensation set forth in the Proposal. The total compensation to be paid under this Agreement shall not exceed \$74,000.00 without a written amendment to this Agreement.

(b) Once a month, CONSULTANT shall render itemized invoices to DISTRICT for services performed during the prior month, which shall be paid upon its approval by DISTRICT.

## 3. MATERIALS AND SUPPLIES

DISTRICT will provide office space, supplies, equipment, and support services required to maintain all records and correspondence connected with the [insert services provided]. No personal use of DISTRICT equipment, supplies or services is allowed and CONSULTANT shall comply with all DISTRICT policies regarding use of DISTRICT resources.

## 4. BUSINESS LICENSE

CONSULTANT shall obtain and maintain a Contra Costa business license for the duration of this Agreement.

## 5. INDEPENDENT CONTRACTOR

In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of DISTRICT. CONSULTANT, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit DISTRICT to any decision or course of action, and shall not represent to any person or business that they have such power. CONSULTANT has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of said service hereunder. CONSULTANT shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

6. TERM OF AGREEMENT

The term of this Agreement shall be for the period of [insert time: i.e. one year/ six months...], from January 15, 2018 to May 31, 2018, or upon reaching the "not-to-exceed" compensation amount, whichever occurs first. Either party may terminate this Agreement by giving a minimum of ten (10) day written notice to the other party of its intention to so terminate.

7. AMENDMENT

Except as otherwise stated herein, any and all obligations of DISTRICT and CONSULTANT are fully set forth and described in this Agreement. Any changes in this Agreement, including any increase or decrease in the amount of compensation or any change in the term, which shall be mutually agreed upon by and between DISTRICT and CONSULTANT, shall be set forth in written amendments to this Agreement.

8. NONDISCRIMINATION

(a) CONSULTANT shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis.

(b) Consistent with DISTRICT's policy that harassment and discrimination are unacceptable employer/employee conduct, CONSULTANT agrees that harassment or discrimination directed toward a job applicant, a District employee, or a citizen by CONSULTANT or CONSULTANT's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CONSULTANT agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

9. STANDARD OF WORK; INDEMNIFICATION

(a) To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold harmless, the DISTRICT, its officers, employees and agents from and against any and all claims, lawsuits, damage, injury and liability for damages arising in the performance of CONSULTANT's services under this Agreement. The DISTRICT shall not be responsible for claims, losses, damage, injury or liability for damages resulting from CONSULTANT.

(b) Further, CONSULTANT will indemnify DISTRICT, and hold it harmless, from an assertion that as a result of providing services to DISTRICT, CONSULTANT or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, however, CONSULTANT's obligations for any payments to such claimant shall be limited to those payments that DISTRICT may be required to pay.



10. INSURANCE

(a) Required Coverage. Without limiting CONSULTANT's indemnification, it is agreed that CONSULTANT shall maintain in force at all times during the term of this Agreement the following types of insurance providing coverage on an "occurrence" basis. Said insurance, with the exception of Worker's Compensation and Errors & Omissions Liability, shall name the DISTRICT as additional insureds and evidence of said insurance shall be delivered to DISTRICT in certificate and endorsement forms acceptable to the DISTRICT prior to execution of this Agreement.

Automobile insurance for the vehicle(s) CONSULTANT uses in connection with the performance of this Agreement. Coverage: \$1,000,000 per occurrence for bodily injury and property damage.

Commercial general liability and property damage insurance. Coverage: \$1,000,000 per occurrence. The general aggregate limit shall be twice the required occurrence limit.

Worker's Compensation insurance to cover its employees as required by the Labor Code of the State of California. CONSULTANT's worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the DISTRICT, its officers and employees when acting within the scope of their appointment or employment." In the event any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation Statutes, the CONSULTANT shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

E&O/ Professional's Liability, errors and omissions liability insurance appropriate to the CONSULTANT's profession. Coverage: \$1,000,000 per Claim.

(b) General Provisions.

(i) CONSULTANT shall obtain insurance acceptable to the DISTRICT in a company or companies admitted in California and with a Best rating of no less than A VII or as acceptable to the DISTRICT. The endorsements, naming the DISTRICT as an additional insured, are to be signed by a person authorized by CONSULTANT's insurer to bind coverage on its behalf.

(ii) It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in the Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the DISTRICT (if agreed to in a written contract) before the DISTRICT's own insurance or self-insurance shall be called upon to protect it as a named insured.

(iv) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its elected or appointed officers, officials, employees, agents or volunteers.

(v) The insurance provided by these policies shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty days written notice has been received by the DISTRICT.

(c) Additional Insured. The DISTRICT will be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

(i) Each such policy shall be endorsed with the following language:  
*The Kensington Police Protection and Community Services District, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, including the insured's general supervision of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.*

(ii) This policy shall be considered primary insurance as respects the DISTRICT, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the DISTRICT, including any self-insured retention the District may have, shall be considered excess insurance only and shall not contribute with it.

(iii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

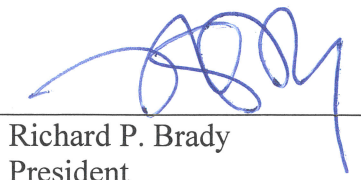
(iv) The Additional Insured coverage under the CONSULTANT's policy shall be primary and non-contributory and will not seek contribution from the DISTRICT's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

(d) Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to the DISTRICT's Risk Management for approval and shall not reduce the limits of



CONSULTANT

BY:



Richard P. Brady

Title: President

KENSINGTON POLICE PROTECTION  
AND COMMUNITY SERVICES DISTRICT  
A California Special District



Anthony Constantouros

DISTRICT GENERAL MANAGER

APPROVED AS TO FORM:



Ann R. Danforth

DISTRICT GENERAL COUNSEL



***KENSINGTON POLICE PROTECTION  
AND  
COMMUNITY SERVICES DISTRICT***

**REQUEST FOR PROPOSALS  
FOR  
AN EVALUATION OF OPTIONS RELATED TO  
DELIVERING POLICE SERVICES**

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## ***INTRODUCTION***

Kensington, California is a small, beautiful community (5,000 pop.) in the unincorporated area of Contra Costa County just north of Berkeley and east of El Cerrito in the Berkeley hills. There are two major north-south arteries traversing Kensington, Arlington along the eastern side and Colusa to the western side.

Many residents enjoy views of the San Francisco Bay and the surrounds. Kensington has a total area of approximately one square mile and is largely residential with two small shopping districts. The community enjoys low crime rates, an involved and highly-educated citizenry and a per household income that is roughly twice the statewide average.

Kensington has local jurisdiction over its police department, park services, refuse collection and fire department. These are governed by two elected boards. The five-member Kensington Police Protection and Community Services District (KPPCSD) Board oversees the police department, park services, and refuse collection. When fully staffed, the police department has had a total staff of up to ten sworn individuals and has the highest ratio of police officers per 1,000 population in Contra Costa County. The five-member Kensington Fire District Board oversees the fire department and emergency medical services, of which the day-to-day function is outsourced to the fire department of El Cerrito, a neighboring city.

## ***Scope of Work***

The purpose of this RFP is to guide the KPPCSD through an evaluation to determine the best approach to the future delivery, projecting the next five-to-ten years, of police services based on service quality and cost effectiveness. The study will provide the District with an independent assessment of the effectiveness and efficiency of the provision of Police Services.

This could range from a stand-alone police department to a contracting concept or shared services model with a neighboring jurisdiction. The consultant will be expected to identify implementation recommendations that are effective and achievable in the context of an overall strategy.

Initially, the performance of the existing department should be evaluated, including areas of excellent service and area of suggested improvement. This will establish a baseline staffing and funding for an effective stand-alone department. This evaluation would include the following:

- Analyze service levels, use of technology, workloads, calls for service and staffing
- Evaluate programs and services in terms of policies, procedures or other factors that may impede productivity and effectiveness, efficiency, and responsiveness to citizen needs
- Determine organizational and staffing options for an effective stand-alone department, including appropriate use of non-sworn personnel
- Determine the cost of a financially sustainable in-house police department over a 5-year and 10-year period.
- Develop 2 to 4 organizational options, including a preferred structure, utilizing a mix of sworn and non-sworn personnel that would be feasible and use as a basis to solicit contractual proposals from neighboring jurisdictions.
- Determine the structure of contracting concepts for comparison based on organizational goals; solicit proposals from neighboring jurisdictions.
- Conduct a side-by-side comparison and evaluation of options, including stand alone, contracting, or shared utilizing the developed criteria
- Rank the responses from the most favorable to the least favorable.

## ***PROJECT PHASES***

The deliverables can be summarized into four phases and can be amended during the course of the evaluation:

### **Phase I – Information gathering**

- Assessment of all aspects of existing organization, including staffing, deployment, recruitment, performance, compensation, procedures and hierarchy.
- Recommend modifications to existing organization and practices to form a high-performance stand-alone department.
- Include process for initial public input, such as a public meeting.

### **Phase II – Preliminary findings**

- Initial observations and findings; develop two to three feasible organizational, staffing/deployment stand-alone options.
- Conduct five-to-ten-year financial sustainability forecasts of stand-alone options. Costs should include all costs related to operating a police department such as CalPERS, technology, equipment and training.
- Develop initial models and criteria to be considered in evaluating shared services and contracting options.
- Possible opportunity for public input.

### **Phase III – Proposals & comparison of options**

- Meet with potential contracting agencies to discuss Kensington contracting and shared services options and preferences.
- Prepare RFP to obtain contracting/shared services proposals from other jurisdictions.
- Prepare independent analysis of proposals including such factors as MOU status, unfunded liabilities, internal issues and administrative structure of a contracted or shared department.
- Compare proposals to stand-alone department options
- Public presentation & input of initial conclusions and draft report

### **Phase IV – Final report**

- Complete final report and recommendations
- Commence implementation of immediate and long-term actions
- Recommended performance measures and process to monitor results and evaluate success.

## ***CONSULTANT'S PROPOSAL***

Consultant's proposal should include the following:

- Submit ten (10) paper copies and a digital copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

Company background, experience and qualifications

- List experience with policing and studies with engagements similar to this RFP. Please list any demonstrated experience in evaluating options and costs related to contracting and/or shared police services.
- Identify any personal or professional connections with the KPPCSD or residents of Kensington.
- Thorough knowledge of State regulations related to Police administration and operations. Detailed understanding of the current and evolving working relationship and expectations of police and the public.
- Experience with small law enforcement organizations and operations; if available, include a list of comparable benchmark agencies and departments for best practices.

Personnel & Resources

- Identification and professional background of the specific individuals (with resumes) who would be assigned to this project.
- Identification of all resources consultant will need from the District to compete analysis.

Work Plan and Timeframe

- Describe how the consultant will conduct the evaluation. Present a detailed Work plan itemizing key activities.
- Please provide an estimate of the timeframe to complete the project. Please include project milestones, target dates, and critical decision points.

### 13. Insurance Requirements

- Provide insurance policies in amounts of up to \$2,000,000 for Professional Liability, Workers Compensation, Comprehensive General Liability and Auto (Owned and Non-Owned) and errors and omissions. Lower insurance amounts can be acceptable with an explanation from the consultant.
- Prior to any commencement of services, the firm will provide certificates of insurance coverage.

### Compensation & Reimbursement

- The maximum, not to exceed fees, and estimated hours for each of the services should be provided.
- Define any additional or variable charges proposed that would be in addition to the base fee, including travel, printing and any soft costs.
- Personnel to be assigned and hours, level (principal, partner, associate, etc.) and hourly rate for each.

### Submittal

- Interested consultants should submit a proposal to: Anthony Constantouros, General Manager, Kensington Police Protections and Community Service District.
- Responses should be received in 30 days of receipt of the RFP. Responses may be delivered in person, mailed or emailed
- EMAIL: [tconstantouros@kensingtoncalifornia.com](mailto:tconstantouros@kensingtoncalifornia.com)
- KPPCSD, 217 Arlington Ave., Kensington, CA 94707-4141
- OFFICE: 510-526-1178

## ***RFP EVALUATION CRITERIA***

Proposals will be evaluated in a fair, consistent, and objective manner. Selection will be based on response to questions or requirements identified in this RFP and interviews. The District reserves the right to request additional information or clarification from proposing firms, or to allow corrections of errors or omissions. At the option of the District, a group of finalists may be selected for in-house or teleconference interviews.

The firm selected as a result of this RFP process will enter into a written professional services contract. Such contract shall reflect the terms and conditions included in the RFP and the selected firm's proposal, as well as any other provisions mutually agreed to by both parties.

The District may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list and the order in which they appear is not intended to indicate their relative importance:

- Recent experience in conducting similar scope, complexity, and magnitude for other public agencies, with a preference for experience with similarly sized or California cities;
- Capacity and ability to complete the project in a timely manner;
- Educational background, work experience, and any directly related experience;
- Depth and breadth of experience and expertise in the evaluation of law enforcement operations, specifically in those areas of highest impact to the District;
- Capability to perform the scope of services promptly and professionally.
- Other relevant information, such as staying current with best practices in the law enforcement field;



**Attachment**

**Final Report of the  
Ad Hoc Committee for  
Governance and Operations Structure**

**Submitted to  
KPPCSD Board of Directors  
October 1, 2016**

## **Contracting Subcommittee Report: Contracting Police Services**

**Subcommittee members:** Tim Snyder, Charles Reichmann, and Mabry Benson

### **Executive Summary**

To assess the possibility of contracting with another jurisdiction for police services the Subcommittee on Contracting contacted the civilian managers of every police department operating in or adjacent to Kensington.

The Subcommittee found that should Kensington decide it wishes to contract for the provision of policing services, there are currently at least five available options. The Contra Costa Sheriff's Office could provide such service, as could the police departments of Albany, El Cerrito, Richmond, and the University of California.

With few exceptions, the Subcommittee was unable to gather information about the relative cost of contracting with these departments. The departments were reluctant to provide cost information absent a formal request for proposal (RFP), and some pointed out that total costs cannot be known prior to the negotiation process.

The Subcommittee did not attempt to assess the quality of the departments it interviewed, but heard nothing anecdotally to suggest any of the departments it considered would be unsuitable. In the event Kensington decides to contract for policing services, it may wish to assess the level of satisfaction the populations policed by the departments in question have with their respective departments and the quality of department/city management.

Several departments suggested that the contracting process could be an opportunity for Kensington to consider different organizational structures and policing strategies, even in advance of issuing a RFP. Such strategies might include use of non-sworn personnel to handle some policing or non-policing functions (e.g., parking) or a different ratio of sergeants to patrolmen. All departments agree that the price quoted will depend on the details specified in the RFP.

Pros and cons for contracting for police services and considerations for moving forward are presented in the main body of the report.

### **End Contracting Executive Summary**

## **Introduction**

This section of the report describes the activities and the findings of the Subcommittee of the Kensington Police Protection and Community Services District (KPPCSD) Ad Hoc Committee for Governance and Operations Structure that was tasked with evaluating the possibilities of contracting for police services with other agencies, in whole or in part.

This Subcommittee was asked to investigate whether contracting out, in part or whole, will provide reasonable, cost-effective services the community wants, by conducting fact finding on various levels of collaboration, including but not limited to:

- Research of similar service models in jurisdictions more focused on community policing;
- Identifying and engaging potential interagency law enforcement partners, such as the El Cerrito Police Department, UC Berkeley Police, Contra Costa Sheriff's Office, and East Bay Regional Park District.

## **Methodology and Sources of Input**

The Subcommittee conducted its investigations and fact finding by contacting and meeting with various agencies. Certain agencies were selected based on their proximity to Kensington and the greater likelihood that they would be in a position to provide police services to Kensington. Discussions with these agencies included exploring their willingness to provide services to Kensington, gaining an understanding of their organizations and performance, and getting their perspective on how and what services could be provided. These agencies included:

- Albany;
- El Cerrito;
- Richmond;
- UC Berkeley;
- City of Berkeley;
- East Bay Regional Parks; and
- Contra Costa Sheriff's Office.

Other agencies were selected based on their current arrangements of contracting with the Contra Costa Sheriff's Office for the provision of sworn officers and other police services. Discussions with these agencies were for the purpose of understanding how the process of contracting with the Contra Costa Sheriff's Office works and determining their level of satisfaction with both the service and the cost of the contracting arrangements. These agencies included:

- Orinda;
- Lafayette;
- Oakley; and
- Blackhawk;

With the exception of the City of Berkeley, East Bay Regional Parks, and the Contra Costa Sheriff's Office, the Subcommittee was able to have meaningful discussions with all of the above-noted agencies. East Bay Regional Parks indicated that they were not interested in providing services to Kensington at this time. The city of Berkeley also indicated that they were not interested in providing services to Kensington, as it would distract from their primary focus. The Contra Costa Sheriff's Office did not wish to take the time to have discussions with the Subcommittee, given that the Subcommittee was not making a formal request for proposal, but indicated it would be willing to discuss the matter should the KPPCSD make a direct request.

### **Issues Discussed**

Issues that were discussed with each of the selected agencies included:

- The extent of desired coverage;
- The ability to have Kensington identity on uniforms and cars;
- The ability to have a physical presence in the Kensington Safety building;
- The nature of the command structure for contracting;
- The ability to replace undesired officers;
- The ability to handle existing Kensington service programs such as vacation watches, key program, etc.; and
- The willingness to hire selected current Kensington police officers.

These issues were discussed to determine whether the various agencies were willing and able to essentially match the current level and extent of Kensington police services.

## Limitations on Research

In discussions with the various agencies, it quickly became apparent that while we could assess their willingness to partner with Kensington in providing police services, we could not determine the appropriate staffing levels, structure, and detailed cost information for providing such services. Refined details and costs can only be determined from much more detailed and formal requests for proposals and through actual contract negotiations.

Further, the Subcommittee lacked both the time and the expertise to perform in-depth due diligence evaluations of any of the agencies contacted.

## Summary of Agency Discussions and Research

The following sections provide a summary of the discussions and research that were performed by the Subcommittee for each of the selected agencies. Additional information<sup>1</sup> for the selected agencies is also provided in tables that are included in **Error! Reference source not found.** to this report.

## Agencies Willing to Consider Partnering With Kensington

Four neighboring police departments were interested in contracting to provide Kensington with police services: Albany, El Cerrito, Richmond, and the University of California (Berkeley). All were generous with their time, which included the police chief, supervisory staff, and, generally, the city manager. In general, the police chiefs did most of the talking. We greatly appreciated their cooperation.

Themes that were common to all of these agencies included the following:

- All were proud of their departments and their culture. They highlighted their high standards, good policies, training, and modern tools. They pointed out that staffing goes beyond just patrolling a beat, and discussed the nature of their support staff and special functions.
- They were all willing to keep a Kensington identity for the contracted officers with Kensington uniforms, Kensington marked cars, and maintaining offices in the Kensington Safety Building. They all noted that a non-Kensington-dressed officer may show up to answer a call, in the event that they are covering for or are called in as back-up for a Kensington officer.
- They all suggested that establishing a separate beat of their respective departments would be the most economical and practical way of providing services to Kensington. Several were also willing to make suggestions for

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<sup>1</sup> Additional information/data is provided related to cost, staffing, service calls, response time, and crime statistics.

alternative staffing models. Under a beat model, specific officers would be assigned to the beat for significant periods of time and would be dedicated to serving their beat. Only on rare occasions would officers be called upon to support other beats or communities, in a similar manner to how the Kensington Police Department (PD) currently operates.

- They would not guarantee the retention of current Kensington officers. Kensington officers would be allowed to apply for positions with the contracting agency, and would have to go through the regular department hiring process.
- They would want to start with a 3 to 5 year contract, in order to amortize the time and expense involved with setting up the services (e.g., establishing protocols, policies, hiring, training, etc.).
- Some suggested that trying to fully replicate the current Kensington PD (i.e., number of personnel and structure) would probably not result in significant savings. Some offered their opinion that by establishing Kensington as a beat within their department, effective police services could be provided with fewer than the current 10-officer staff that Kensington currently employs, and therefore, the total costs could likely be less than what Kensington currently pays. Projected savings would come from using fewer personnel and having greater economies of scale associated with a larger department.

A summary of the main points for each of these departments is presented below.

### *Albany*

- Population: 18,539
- Size: 1.7 square miles
- Police expenditures FY2015–2016: \$6,682,743, or \$360 per capita
- City web page: <http://www.albanyca.org/>
- Police Department web page: <http://www.albanyca.org/index.aspx?page=47>

The following information was obtained from a February 22, 2016, meeting with Albany City Manager Penelope Leach and Chief of Police Mike McQuiston, and a phone call with Chief McQuiston on August 8, 2016.

Albany has a police department staff of 26 sworn officers (1 chief; 2 lieutenants; 6 sergeants; 17 officers) and 8 nonsworn personnel (6 public safety dispatchers, 2 police services technicians). Albany has shifted to using nonsworn personnel, such as police services technicians to cover some of the work done by sworn staff, providing assistance to officers at a lower cost. Albany has 2 police beats for the city. The police can go citywide as necessary, but they have a responsibility and are held accountable for their own beat. Albany uses its own dispatch and 911 call center.



Albany has a professional standards officer (i.e., internal affairs) who deals with complaints. Complaints are accepted in any form including email. The procedure used depends on the type of complaint, and they have software to track complaints. When this was first instituted, officers were worried about a flood of complaints. They were told that if you are doing your job properly, there should not be a problem, and there has not been a problem. All Albany officers also have body cameras. They were instituted during the Albany Bulb clearance. They do not operate the cameras all the time, but turn them on when they make a stop or have an encounter. The video doesn't always come through, but the audio does. Chief McQuiston believes this has been a good expenditure, especially for adjudicating complaints.

Chief McQuiston indicated that Albany has worked hard to create a good workplace culture within their police department. He believes that the professionalism of the force and their work environment is much improved, as a result of these efforts. He noted that the culture of a department, in his opinion, should be an important consideration in considering and selecting a contracting partner.

Albany does not have the most expensive pension plan. They provide a 3% of salary per year at age 55–defined benefit retirement plan for officers hired before 2013. New officers, hired since 2013, are subject to the new state Public Employees Pension Reform Act (PEPRA), which provides for a 2.7% of salary per year at age 57–defined benefit retirement plan.

Albany expressed interest in providing police services to Kensington. They offered that the most cost-effective way for Albany to cover Kensington would be to set it up as a third beat. Albany believes it would be relatively easy to accomplish, while taking advantage of economies of scale (particularly with regard to training, supervision, policies, etc.). Chief McQuiston suggested using nonsworn personnel such as a community service officer or police services technician to cover some of the work now done by sworn staff, providing assistance to officers at a lower cost.

Chief McQuiston offered his opinion that if Albany were to provide police services to Kensington as a beat, that it could be done with fewer than the current 10-officer staff that Kensington currently employs, and therefore, the total costs could likely be less than what Kensington currently pays.

Albany would use its own dispatch and 911 call center, and does not see a problem with cross-county line dispatch. Chief McQuiston noted that Kensington dispatch was handled by Albany in the past, without any known problems. He mentioned that an up-coming East Bay Regional Communications System will combine and improve many of the communication systems. Chief McQuiston noted that Albany would need to define procedures for cross-county police activities such as jailing, filing cases, etc., but does not see this as a problem.

## *El Cerrito*

- Population: 24,599
- Size: 3.7 square miles
- Police expenditures FY2015–2016: \$11,292,173 or \$459 per capita
- City web page: <http://www.el-cerrito.org>
- Police Department web page: <http://www.el-cerrito.org/index.aspx?nid=135>

The following information was obtained from a series of meetings with City of El Cerrito personnel: a March 8, 2016, meeting with Interim Chief of Police Paul Keith, City Manager Scott Hanin, and Assistant City Manager Karen Pinkos; a March 28, 2016, meeting with Interim Chief of Police Paul Keith, Lieutenant Special Operations Robert de la Campa, and Assistant City Manager Karen Pinkos; and a May 4 meeting with Interim Chief Keith, Lt. de la Campa, and Assistant City Manager Pinkos.

El Cerrito has a PD staff of 40 sworn officers and 12 nonsworn personnel. They have authorization for a full staff of 46 sworn officers and 15 professional staffers but are operating below that number to save costs. They need four over minimum staffing for flexibility and to cover training and sick and vacation leave.

El Cerrito PD has three beats, and each beat officer typically remains in their assigned area when responding for calls for service. Beat officers leave their assigned area for serious incidents. When this occurs, another officer from the support staff can be called to take calls on that beat. There are four six-member patrol teams to cover the beats consisting of four officers, one corporal and one sergeant. The department fields a minimum team of one supervisor and three officers at all times with an extra officer from 3pm to 11 pm. There is always a supervisor available on the graveyard shift. In addition to patrol officers, they have other officers performing staff functions, such as compliance officers, who can fill in on patrols when beat officers are pulled off of their beat or have to make trips to Martinez. There is also a detective team that is responsible for investigating major incidents, such as robberies, burglaries, sexual assaults, and deaths. Several specialized units within the El Cerrito PD include:

- A traffic team that spends time responding to community concerns over traffic issues;
- Internal affairs with an assigned officer;
- A crisis intervention team;
- A crisis negotiation team;
- A detective team with one sergeant, one corporal, three detectives, and one crime scene technician;
- An officer on the Richmond PD SWAT team;
- A K9 officer and dog for tracking and drugs; and
- Community service officers, with one full-time and two part-time officers.

El Cerrito PD provides a wide variety of police services, including programs involving traffic education and enforcement, school resource officers, major crime investigations, and mental health intervention. The department is accessible and responsive to email, identified problems, and complaints, with an emphasis on de-escalating problems, which they believe is a benefit to a small department. The goal for the El Cerrito Police Department is to meet community expectations.

The City of El Cerrito management staff negotiates contracts with the officers and approves the staff levels. El Cerrito currently has one of the most expensive pension plans, providing a 3% of salary per year at age 50–defined benefit retirement plan for officers hired before 2013. New officers, hired since 2013, are subject to the new state PEPRRA, which provides for a 2.7% of salary per year at age 57–defined benefit retirement plan. They do not offer medical benefits after retirement.

El Cerrito expressed interest in providing police services to Kensington. The City Manager commented on their good relations with Kensington and indicated that El Cerrito is open-minded about contracting, but they don't want to take on something that would lose money for them.

At the May 4, 2016, meeting, Chief Keith presented one option for providing police services to Kensington and a preliminary staffing plan.<sup>2</sup> This option consists of incorporating Kensington into El Cerrito police operations as a fourth beat. To do this, they would add an officer to each patrol team and another officer to provide vacation and training relief. Kensington would be serviced by the specialized detectives of the investigation unit. El Cerrito would add a command staff officer to oversee the contract and provide the Kensington community with a direct contact for policing concerns. El Cerrito would add a staff member to provide record support. El Cerrito would staff office hours at the Kensington Public Safety Building where the community could obtain copies of reports, speak with administrators, and meet with detectives on major cases. El Cerrito believes that this plan would cost Kensington the same or less than the current Kensington police budget.

El Cerrito has high standards for its officers. They would allow existing Kensington officers to apply for positions in the El Cerrito PD, but would require them to go through their standard lateral officer hiring and testing process, and successfully complete a field training program.

### *Richmond*

- Population: 103,701
- Size: 30.07 square miles

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<sup>2</sup> Preliminary proposal for Kensington police services, El Cerrito Police Department, May 4, 2016. This can be accessed at the KPPCSD Board - Ad Hoc Governance Committee - Documents web page.

- Police expenditures FY2015–2016: \$75,037,831, or \$724 per capita
- City web page: <http://www.ci.richmond.ca.us/>
- Police Department web page: <http://www.ci.richmond.ca.us/82/Police-Department>

The following information was obtained from a March 7, 2016, meeting with Allwyn Brown, then Interim Chief of Police, now permanent, and Bill Lindsay, City Manager of Richmond.

Richmond has a current police department staff of 184 sworn officers and nonsworn personnel. In addition to patrol officers, there are ~35 in code enforcement, ~30 in dispatch, and ~30 in crime prevention, crime analysis, and records. They have 8,000 to 9,000 calls for service/month. Richmond PD offices are located at Marina Bay, which is some distance from Richmond Civic Center.

Richmond PD has three districts or sectors, each with a captain, who also has an additional specialized PD function. There are three beats per district, with a sergeant as supervisor. Beat officers respond to calls, are expected to know the nature of their beat (people and businesses), and understand what Richmond PD resources are available to support them. Officers are kept on a beat for a long time to foster familiarity with the area. Other Richmond PD support units include:

- Crime investigation, which includes units for domestic and sexual violence;
- Robbery and homicide;
- Property crimes, and forensics;
- Crime prevention;
- Traffic;
- Specialized for gangs, drugs;
- SWAT team;
- Mobile field force;
- Part-time marine; and
- K-9.

The Richmond PD Internal Affairs unit is being renamed Office of Police Accountability, and will be relocated to Richmond City Hall. This office will have a civilian manager and a mediation section for lower-level complaints, for the purpose of adding more of a public face to the unit and gaining greater public trust in the unit.

Richmond PD is proud of their level of experience, their desire to be guardians, their connection to neighborhoods, their shared respect with the public, and that they are a small enough force so everyone knows each other. Their approach to policing is to focus on crime prevention.

Richmond expressed interest in providing police services to Kensington. Options could include just providing officers and services (as the Contra Costa Sheriff's Department provides to Orinda and Lafayette) or a total service model. For the total service model, Richmond would probably want to set up another beat in their Northern Sector. This beat would be fully integrated into the department, headed by sergeants and a district lieutenant, and would provide more comprehensive services than the sheriff model. To proceed to a more meaningful discussion of options and costs, Richmond PD would need to have a clear definition of Kensington police service needs.

Current Kensington officers would have to apply for positions in the Richmond PD, as any other applicant, and be trained as necessary.

#### *University of California, Berkeley, Police Department*

- Police Department web page: <http://ucpd.berkeley.edu/>

Population, size, and police expenditure information are not provided here, as the nature and structure of University of California, Berkeley, PD (UCPD) services, the entities served, and the geographic areas served are quite varied and are not directly comparable to city organizations.

The Subcommittee approached UCPD to learn more about their operations and to determine their willingness to consider contracting with Kensington for police services. The following information was obtained from a March 29, 2016, meeting with Chief of Police Margo Bennett, Operations Head Captain Alex Chou, Ann Jeffrey, and Scott Bidby, Office of the Chancellor, as well as reviews of public documents describing UCPD services.

The UCPD provides patrol, investigation, crime prevention education, emergency preparedness, and related services for the Berkeley campus community, including the Lawrence Berkeley National Lab. UCPD patrols all university-owned property in Berkeley, Albany, Oakland, Emeryville, Richmond, Blake Estate in Kensington, and Contra Costa County, and has concurrent jurisdiction with local police agencies within a mile of that property. Aside from the campus proper, UCPD also patrols 160 acres of ecological area in the hills behind campus and student housing located in the cities of Berkeley and Albany.

UCPD and the City of Berkeley PD collaborate in patrolling the campus and City of Berkeley properties located in the South Campus Business District. The department uses the Alameda County Sheriff's crime lab, and relies on the sheriff for long-term holding facilities. UCPD provides bomb squad services at no charge to law enforcement agencies in Alameda County.

UCPD is a full-service department with their own dispatch, training department, firing range, crime prevention unit, special tactical response team, bomb squad, K-9 units, IT support, and records keeping functions. They have a staff of approximately 70 sworn officers, 13 records and dispatch staff, and 20 civilian staff. They also manage 50 nonsworn security patrol officers who work for various departments and Lawrence Berkeley

Laboratory. There is also a group of approximately 55 community service officers (nonsworn) that serve support roles in the community.

The department believes they are community oriented, and believe they have a reasonable understanding of the Kensington community, based on their patrolling of the Blake Estate and the fact that a large number of current and past UC professors and employees live in Kensington. They view Kensington as an extension of the campus community.

UCPD would consider providing police services to Kensington, either as a separate department or a separate beat. They would require the use of their own dispatch and would have to work out the protocols for transferring 911 medical and fire calls to the Kensington Fire Department.

Current Kensington officers would not be allowed to directly transfer to UCPD. They would have to apply, as any other job candidate, and go through the UCPD hiring and training process. Human resources functions for the UCPD are handled by UC Berkeley administration.

### **Agencies With Contra Costa Sheriff Contracting Experience**

Under California law, the sheriff's department of each county is charged with policing unincorporated areas that lack their own police departments. The precise level of services provided can vary, but at a minimum, the sheriffs are tasked with responding to all reports of crime. Currently, the Contra Costa County Sheriff's Office provides policing services to a number of unincorporated areas in the county including East Richmond Heights, Rollingwood, and North Richmond. Current services in these communities include some patrolling, but it is not known how much. The Subcommittee hoped to learn what sort of services the sheriff's office would provide Kensington in the event it opted for such minimal coverage, but the office was not willing to talk to the committee unless and until the KPPCSD expresses an intention of pursuing a changed relationship with the sheriff.

In addition to this minimal level of coverage, communities may choose to purchase additional police services from the sheriff's office. A 2011 study<sup>3</sup> reports that nearly 30% of California cities contract with their sheriff's department for provision of additional policing services. A number of communities including Lafayette, Orinda, and Blackhawk in Contra Costa County, staff police departments with sheriff's deputies. The Subcommittee interviewed representatives of each of these jurisdictions about their experience with the sheriff's office. Summaries of these interviews are provided below.

#### *Orinda*

- Population: 18,681

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<sup>3</sup> "Municipal Contracting With County Sheriffs for Police Services in California: Comparison of Cost and Effectiveness." Peter J. Nelligan, PhD, and William Bourns, PhD, California State University, Turlock. *Police Quarterly*. 2011;14(1):70-95.



- Size: 12.7 square miles
- Police expenditures FY2015–2016: \$4,544,132, or \$243 per capita
- City web page: <http://cityoforinda.org>
- Police department web page:  
[http://cityoforinda.org/index.asp?Type=B\\_BASIC&SEC={1668EA74-3AFF-4C53-B47F-0FB541F15F4A}](http://cityoforinda.org/index.asp?Type=B_BASIC&SEC={1668EA74-3AFF-4C53-B47F-0FB541F15F4A})

The Subcommittee contacted the City of Orinda to evaluate their experience in contracting with the Contra Costa County Sheriff's Office. The following summary is based on a meeting with City Managers Janet Keeter of Orinda and Steve Falk of Lafayette.

Orinda has contracted with the Contra Costa County Sheriff's Office for the provision of sworn officers to staff their police department since 1985, when Orinda incorporated. They have been very satisfied with the quality of service provided by the sheriff. Orinda also contracts for or has access to other police services from the sheriff, including dispatch, large incident response, search and rescue, crime lab, etc. on a pay as you go basis. The assigned sheriff personnel rotate on a 3- to 5-year basis, and Orinda gets to choose their chief from four to five proposed candidates (lieutenant rank) from the sheriff's office.

Orinda currently has 14 sworn police officers (1 lieutenant; 2 sergeants; 11 officers) contracted from the sheriff's office and 2 civilian city employees assigned to the police department. The sheriff's office personnel wear Orinda uniforms and drive Orinda marked police cars. The department has 11 police vehicles.

Advantages to contracting with the sheriff's office include not having to handle the recruiting or personnel management, not being responsible for insurance or legal liability associated with police-related incidents, and not having to worry about covering for officers that go out on short- or long-term disability. Orinda can request that an officer be replaced, and has done so four times over the last 20 years.

Disadvantages to contracting with the sheriff's department include not having control over costs. The sheriff's department prepares a list of services and costs each year, and presents this to the cities that contract with them.<sup>4</sup> The cities then tell the sheriff's office what they want and pay the established price. There is no negotiation over the cost of an officer or services, but budgetary flexibility may be achieved by adjusting the number of officers or services requested.

In 2009, it was projected that the cost for the sheriff's services would rise significantly over the next 5 years, due to having to deal with unfunded pension liabilities. In response to this threat, the cities of Orinda, Lafayette, and Danville commissioned a study to evaluate alternatives such as establishing individual or combined police departments. They hired

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<sup>4</sup> The latest Sheriff cost for FY2016-2017 are provided in the 2016 Contract City Managers Information Guide, Contra Costa County Sheriff, March 16, 2016. This can be accessed at the KPPCSD Board – Ad Hoc Governance Committee – Documents web page.

Matrix Consulting Group, a company with expertise in evaluating city government organizations, to perform the study over a period of 9 months and for a cost of approximately \$90K. The results of this study concluded that there would be notable cost savings associated with ending the contract with the sheriff and establishing local departments. None of the three cities, however, chose to make the change.

The actual increases in costs for the sheriff's services from 2009 to present have been at the low end of the projections that were made in the 2009 study. Orinda and Lafayette are, however, again expecting that future increases will be significant based on a long overdue contract renegotiation between the sheriff's office and its deputies (they have been without a contract for 3 years) and high unfunded pension liabilities.

Orinda, Lafayette, and Danville are 3 of only 10 cities in the state that do not offer defined benefit retirement programs for their employees. They offer a defined contribution retirement program. This has served them very well in terms of having predictable and sustainable employee benefit costs. Their current retirement contribution costs are 13% of salary (this has risen 2% in the last year from 11%). This was a significant factor for Orinda in their 2009 decision to continue contracting with the sheriff for police services. Although studies indicated there would be notable cost savings by starting their own police departments, they were concerned that they would not be able to attract highly qualified personnel by offering their defined contribution retirement benefits. They projected that experienced police officers, most of whom are part of CalPERS or other defined benefit programs where cities pay more than 30% of salary annually towards pension costs, would be unwilling to take a job that provides less than half the retirement benefits. Orinda also did not want to set up a different set of benefits for police from what they do for the rest of their city employees, as they believed this would be a constant source of friction within the workforce, and they were committed to maintaining a sustainable structure for employee benefits.

The city manager for Orinda noted that she is aware of many cities that have wanted to change their current police force situations because of excessive costs of their defined benefit retirement programs. To her knowledge, virtually all have been unable to do so because they cannot afford to pay off the unfunded liabilities associated with their existing defined benefit programs.

### *Lafayette*

- Population: 24,285
- Size: 15.4 square miles
- Police expenditures FY2015–2016 : \$4,876,449 or \$201 per capita
- City web page: <http://www.ci.lafayette.ca.us>
- Police department web page: <http://www.ci.lafayette.ca.us/city-hall/city-departments/police>

The Subcommittee contacted the City of Lafayette to evaluate their experience in contracting with the Contra Costa County Sheriff's Office. City Manager Steve Falk of Lafayette reported that Lafayette has contracted with the Contra Costa County Sheriff's Office for the provision of sworn officers to staff their police department since 1968, when Lafayette incorporated.

Lafayette currently has 17 sworn police officers (1 lieutenant; 2 sergeants; 12 officers; and 2 motorcycle traffic officers) contracted from the sheriff's office, and 2 civilian city employees assigned to the police department. The sheriff's office personnel wear Lafayette uniforms and drive Lafayette marked police cars.

The model for providing police services and the experience with the sheriff's office in Lafayette are nearly identical to Orinda. The only differences are the number of officers/personnel and the selected areas of focus (e.g., traffic officers).

### *Blackhawk*

The Subcommittee contacted the Blackhawk Community to evaluate their experience in contracting with the Contra Coast County Sheriff's Office. Although it is recognized that Blackhawk is a gated community, which provides a more protected boundary than Kensington enjoys, it was felt to be of value to learn of their experience. The following summary is based on communicating with Mike Banducci, who is the Chair of the Blackhawk Community Advisory District (BCAD), the agency charged with providing police services for unincorporated Blackhawk.

Blackhawk has contracted for police services from the Contra Costa Sheriff's Office for ~30 years. Mr. Banducci reports that because the sheriff's office provides "excellent" service, Blackhawk has never considered setting up its own department or looking for alternatives.

Mr. Banducci emphasized that the BCAD Board takes a hands-on role in setting policy for the department. Current priorities are patrolling and traffic enforcement. The board meets monthly to discuss priorities and review performance. The sheriff attends one meeting annually, and is responsive to BCAD questions at other times.

The Blackhawk Police Department (BPD) is currently staffed with a chief (a lieutenant rank in the sheriff's office), two deputies, and one half-time deputy. At least one officer is on duty ~70% of the time. At other times, calls are fielded by the sheriff's Alamo substation with a slower response time. Banducci reports that the BCAD Board is happy with this situation and does not believe it has ever considered providing 24/7 service. The current structure allows for double staffing during business hours and single staffing at all other times. BPD officers wear sheriff's office uniforms, but drive in Blackhawk-owned cars emblazoned with the BPD logo.

The board prefers to have a chief actively engaged in the community and has instructed the current chief to spend the majority of her time out of her office, patrolling and interacting

with the community. The chief typically serves a 3- to 4-year term, and deputies average 3- to 5-year terms.

The Subcommittee attempted to contact the current chief, Tiffany Van Hook, but on instructions from Undersheriff Mike Casten, she declined to speak with the Subcommittee, reiterating the sheriff's office position of not providing information on police service models until a formal request is made by the KPPCSD Board.

The total annual cost to Blackhawk for policing services is ~\$800,000. Of this, ~\$700,000 comes from a parcel tax falling principally on residences, and the balance comes from ad valorem tax revenues.

### *Oakley*

- Population: 38,194
- Size: 15.9 square miles
- Police expenditures FY2015–2016 : \$9,029,000, or \$236 per capita
- City web page: <http://www.ci.oakley.ca.us>
- Police Department web page: <http://www.ci.oakley.ca.us/departments/police>

Oakley was selected for Subcommittee evaluation based on the fact that they were changing from contracting with the sheriff's office to forming their own department. The Subcommittee wanted to understand the reasons for this change. The following information was obtained through a conversation with City Manager Bryan Montgomery.

The city of Oakley has been contracting with the Contra Costa Sheriff's Office for the provision of police services for many years. Over the last 7 to 8 years, they became concerned with the annual escalation in cost associated with the Contra Costa Sheriff's Office and the fact that Oakley has no control over the sheriff's costs. The sheriff's costs were rising significantly, year to year, due to rising pension obligations associated with a 3% of salary per year at age 50–defined benefit program and high levels of unfunded liabilities. Oakley was very satisfied with the quality of the sheriff's services, but viewed the continuing cost increases as a threat to city finances.

In 2014, Oakley began to evaluate the feasibility of creating their own police department and projected that they could save approximately 8% (\$700K for a budget of \$8.6M) over the sheriff's costs. One of the key factors for being able to realize savings was the State of California passage of PEPRAs laws in 2013. This allowed Oakley to form their police department with *all* members of the department being subject to lower, and hopefully more sustainable, retirement defined benefit formulas (2.7% of salary per year at age 57 for sworn personnel; 2% of salary per year at age 62 for nonsworn personnel) and a mandatory requirement that employees contribute 50% of the retirement benefit costs. They were also very conscious of organizing their department such that nonsworn personnel handle as many duties as possible.

In early 2015, they made the decision to form their own department in mid-2016. They just made the transition in May 2016. The new Oakley PD has 30 sworn officers and approximately 15 full-time equivalents of nonsworn personnel. In forming the new department, they are saving between \$50K and \$60K per year per officer compared to what they would be paying for the sheriff's services. They were also able to retain/hire 80% of the sheriff's deputies that were at the time assigned the city under the sheriff's contract. Because the sheriff pay scales for deputies were low, Oakley was able to increase base salaries to a level where transferring personnel were accepting of the lower retirement benefit formulations. Overall transition costs for forming the new department are estimated to be ~\$600K. The projected cost savings to the city are projected to be \$700K to \$800K per year.

Mr. Montgomery believes that if Kensington is trying to solve a quality-of-service issue, and money is not an issue, the sheriff would be a good solution. If money is an issue, then going with the sheriff will not solve the problem.

### **Agencies Not Willing to Consider Partnering With Kensington**

Two neighboring police departments were not interested in contracting to provide Kensington with police services. These are the East Bay Regional Parks District and the City of Berkeley.

#### *East Bay Regional Parks District*

In March, the Subcommittee emailed Robert Doyle, General Manager of the East Bay Regional Parks District (EBRPD) to inquire whether EBRPD would be interested in pursuing a contractual relationship with Kensington. Timothy Anderson, Assistant General Manager and Chief of Police of EBRPD, replied to our query by email, indicating that "at this time the East Bay Regional Park District is not currently in a position to entertain discussion about contract policing." The Subcommittee did not ask Chief Anderson whether, or under what circumstances, EBRPD would be open to reconsidering the issue in the future.

EBRPD has a police force consisting of ~65 sworn officers charged with policing an area in excess of 120,000 acres including the areas of Wildcat Regional Park adjacent to Kensington.

#### *Berkeley*

The Subcommittee emailed Berkeley's city manager, Dee Williams-Ridley, and subsequently, Berkeley Police Chief Michael Meehan to assess Berkeley's interest in providing contracted police services to Kensington. Chief Meehan, after consultation with City Manager Williams-Ridley, reported that Berkeley was not interested in pursuing a

contractual relationship with Kensington, as they believed policing another jurisdiction would deviate from Berkeley PD's core mission and that policing across county lines would pose a logistical challenge for his department.<sup>5</sup>

Berkeley shares a large border with Kensington, and the Berkeley PD has ~170 sworn officers.

## **Cost Considerations**

### **Transition Costs**

There may be substantial transition costs associated with making the transition to contracting out for police services. These were estimated to be approximately \$500K in a 2009 study performed for Kensington by Brown Taylor to evaluate the feasibility of contracting for police services with the City of El Cerrito. The majority of the transition costs identified in this study were related to personnel costs, including:

- Costs for maintaining adequate staffing during an 18 month transition period including retention bonuses for exiting personnel and/or hiring of temporary officers to cover for expected attrition;
- Costs for accrued vacation and benefits paid to departing personnel;
- Costs related to the screening, hiring, equipping, training, and orientation of new police personnel that would need to be added by the contracting agency; and
- Costs related to transitioning ongoing police service activities at the point of transition.

The 2009 Brown Taylor estimate, for the most part,<sup>6</sup> did not include costs that would be associated with:

- Further feasibility studies;
- Conducting due diligence of potential contracting agencies;
- Potential costs resulting from "meet and confer" obligations with the current Kensington Police Officers Association;
- Soliciting and reviewing proposals; and
- Negotiating contracts.

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<sup>5</sup> As set forth in the relevant sections, the fact Kensington is in Contra Costa County is not seen as an unmanageable problem by both the Albany Police Department and the University of California Police Department.

<sup>6</sup> The 2009 Brown Taylor study transition costs did include \$15K for a legal contract review.

Further evaluation is warranted to determine accurate and current transition costs. The Subcommittee has insufficient basis to have an opinion on whether current transition costs would be more or less than those outlined in the 2009 study.

### **Ongoing Costs**

The majority of costs associated with contracting for police services would be those paid to the contracting agency(s). There are, as well, other costs that are now and would continue to be incurred by Kensington on an ongoing basis. These costs would include:

- Ongoing CalPERS pension obligations associated with unfunded liabilities for currently active and retired Kensington PD personnel. If Kensington were to place the CalPERS accounts in an inactive status, it would continue to pay an amortization amount on an annual basis. The amount of this payment changes from year to year, and in the 2014 report, was projected to average ~\$230,000 over each of the next 5 years. These payments will continue into the future until all unfunded liabilities are paid off. The projected amount of this payment is based on the assumption that the CalPERS rate of return will average 7.5% and that other actuarial assumptions will remain constant. If CalPERS rate of returns continue to fall below this 7.5% assumption (2.2% for 2014 to 2015; 0.6% for 2015 to 2016), these required annual payments will likely rise significantly. If Kensington were to terminate the CalPERS accounts, the termination costs would range from \$9M to \$14M depending on the interest rates for low-risk treasury bonds at the time of termination.<sup>7</sup>
- Ongoing medical benefit obligations associated with retired Kensington PD personnel. This includes all insurance costs and all uninsured costs associated with medical, dental, and vision expenses for retired personnel and their spouses.<sup>8</sup> The 2015 to 2016 KPPCSD budgets for these costs are \$167,494, and they have increased by an average of 15% per year over the last 3 years. This amount would increase if additional current Kensington PD personnel retire from Kensington prior to a transition to contracting. This amount would decrease over time, as retired personnel and their spouses die. This amount will also change over time based on changes in the costs of insurance and actual uninsured costs.
- Costs associated with monitoring and managing the contract for police services, and any direct payment for police services that Kensington chooses to retain as

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<sup>7</sup> It is noted that these costs were not considered in the 2009 Brown Taylor study.

<sup>8</sup> These benefits are provided for any Kensington PD personnel who retire from Kensington and have 5 years of service.

part of a negotiated contract.<sup>9</sup> These costs are unknown at this time.

These cost items need to be appropriately considered when making cost comparisons.

### **Pros and Cons of Contracting**

The Subcommittee identified, based on the research performed, a number of pros and cons associated with a decision to dissolve the Kensington PD and contract out for police services. These pros and cons are summarized in the following sections.

#### **Pros**

The identified pros were as follows:

- There are economies of scale associated with larger departments, the possibility of lower collective officer costs based on less top-heavy organizational structures or less expensive retirement benefits, and/or the ability to utilize a higher percentage of non-sworn personnel in implementing police services. No agency is going to be willing to provide services without covering their costs, but their economies of scale and other factors may support lower costs than what Kensington can achieve on its own. Actual costs to support comparisons will not be known until proposals are received in response to an explicit and detailed request for police services.
- Depending on how the contract is structured, there is the potential to have predictable costs over the life of the contract. Most agencies considered have indicated that they would favor a 3- to 5-year contract. If, however, a contract is structured based on paying percentages of an existing agency's costs and overhead, similar to the Kensington Fire contract, the costs may be less predictable. If contracting with the sheriff's office, it is known that their costs will change every year.
- The Kensington police force would be fully staffed in the event of police personnel-related issues, such as injury- or illness-related absences. The contract would be written to ensure the provision of a constant level of service and it would be the responsibility of the contracting agency to provide staff to cover any absences.
- The contracting agency would take responsibility for legal liabilities associated with police activities, including for the investigation and defense of cases of

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<sup>9</sup> For example, the 2009 Brown Taylor study assumed that Kensington would continue to purchase, own, and maintain its own vehicles.



alleged officer misconduct.

- Kensington would have more direct access to a broader range of special services that exist within larger departments, such as K-9 support, SWAT teams, bomb squads, hostage negotiators, etc. This varies by agency.
- Kensington could have the ability to change out officers that are not desired by the community. This would need to be clearly specified in the contract.
- Kensington police officers would have improved access to field supervision during times when there is minimum staffing on duty, which is considered to be a best police practice. Agencies being considered for contracting are of sufficient size that they, unlike Kensington, always have a supervisor on duty.
- Kensington would be relieved of the human resource management responsibilities associated with providing police services. This would include recruiting, hiring, discipline, firing, and handling employee benefits, all of which would be handled by the contracting agency.
- Contracting may provide Kensington with an easier opportunity to restructure what police services are provided and how they are provided compared to trying to make these changes within the existing department. Factors could include the size of the department, the organization of positions within the department, and the services provided.
- It is possible that the larger agencies being considered have better management, risk management practices, and higher levels of professionalism than can be achieved by a small department like Kensington PD. This can only be confirmed by performing quality due diligence evaluations of agencies that are being considered.

## **Cons**

The identified cons were as follows:

- By contracting out, Kensington will not have control over how the contracting agency negotiates salaries and benefits with their employees or manages other department costs. The degree to which costs are impacted will depend on whether the contracting agency does a better or poorer job of managing the factors that impact the cost of providing police services than Kensington would.
- In addition to the loss of control of managing factors that impact cost, Kensington will not have direct control over managing the day-to-day operations and priorities of the police department other than by what is specified in the negotiated contract. Thus, the quality and details of the contract will be very important for ensuring that Kensington receives and continues to have operational influence over the desired police services.
- There will undoubtedly be concerns by some in the community that the loss of our own PD will result in a loss of local identity for Kensington. This impact could be tempered, in part, by the willingness of the contracting agencies to wear

- Kensington PD uniforms and drive Kensington-marked vehicles.
- Kensington will need to effectively manage a number of additional critical administrative activities to ensure that an acceptable contract can be achieved and maintained. Such activities include efforts to determine the will of the community, explicit definition of desired police services, due diligence to qualify potential contractors, preparation of detailed requests for proposals, objective evaluation of the proposals, development of explicit criteria for performance monitoring, negotiation of a contract, and constant monitoring of performance. The performance of these activities will likely require the hiring of consultants or staff with appropriate skills and expertise.
  - There will be significant transition costs associated with dissolving the Kensington PD and contracting out for police services. These were discussed in a previous section of this report.
  - Re-establishing the Kensington PD once it is dissolved would likely be difficult, if not impossible. Transition costs and personnel issues would be significant, just as they are for dissolving the department and contracting out.
  - None of the existing Kensington PD officers can be guaranteed a job with a new contracting agency. All agencies in consideration indicated that Kensington personnel could apply for the new positions, but would be required to go through their normal recruitment screening process.

### **Considerations for Moving Forward**

Kensington needs to clearly define the type and extent of police services that are desired by the community and the monetary limits that the community is willing to pay for such services. This was one of the first questions asked by all agencies that the Subcommittee talked to and was identified as an essential requirement for any agency to be able to put together a credible and/or accurate cost estimate. From the Subcommittee meetings that were held with the Kensington community, it was evident that there is no clear understanding of exactly what the community wants.

Kensington needs to determine whether it wishes to evaluate the feasibility of contracting out police services, defining and developing detailed requests for proposal, and conducting effective contract negotiations. Significant time, effort, and expense will be associated with conducting these activities in a credible and effective manner. From the Subcommittee meetings that were held with the Kensington community, it was evident that there are differing opinions as to the desired nature, extent, and provision of police services.

Kensington should perform additional due diligence reviews of potential contracting agencies, going well beyond what the Subcommittee was able to accomplish. It is important to examine the historical management and performance of any agency that we envision contracting with and to examine their current vision for managing into the future.

Performing further studies, developing and evaluating proposals, or conducting contract negotiations that are credible requires a high level of knowledge and expertise in the provision of police services. The members of this Subcommittee have come to recognize that the level of expertise required is greater than that of our committee and typically appointed committee members. Given the critical importance of these activities, consideration should be given to hiring professionals.



# Proposal to Conduct a Police Services Options Analysis

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Kensington Police Protection and  
Community Services District, California



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Anthony Constantouros  
General Manager  
Kensington Police Protection and Community Services District  
217 Arlington Avenue  
Kensington, CA 94707

Dear Mr. Constantouros:

The Matrix Consulting Group is pleased to submit our proposal to the Kensington Police Protection and Community Services District to conduct a Police Services Options Analysis. The Matrix Consulting Group is comprised of highly experienced management consultants who specialize in the analysis of law enforcement services. We have conducted police studies for over 300 communities across the country, including many feasibility studies.

The firm **and** project team assigned to this study have significant experience analyzing law enforcement service alternatives for communities wishing to evaluate other approaches to providing these services. The table, below, summarizes this experience, which includes many service delivery alternative studies.

Contract Service Evaluation	Feasibility Studies	Consolidation Analysis
Cooper City, FL Kenmore, WA <b>Laguna Hills, CA</b> <b>La Quinta, CA</b> <b>Lynwood, CA</b> <b>Palmdale, CA</b> <b>Patterson, CA</b> <b>San Clemente, CA</b>	Broome County, NY <b>Citrus Heights, CA</b> College Park, MD <b>Cupertino, CA</b> <b>Danville/Lafayette/Orinda, CA</b> Hilton Head Island, SC <b>Riverside County, CA</b> <b>San Bernardino County, CA</b>	Augusta / Richmond County, GA Bergen County, NJ Boston Area Agencies, MA Broome County, NY Carthage / West Carthage, NY Endicott / Vestal, NY <b>Glendale / Pasadena, CA</b> Hall County / Gainesville, GA

It is important to note that much of this experience is quite recent – the contract review studies for Riverside County, La Quinta, Laguna Hills and San Clemente are within the past two years, and we continue to work with several of these agencies to follow up on the original analysis. More on these studies is provided later in this proposal.

We have worked extensively with a wide range of police agencies – in all, over 300 police studies in 41 states. We have worked with over 100 police and sheriff’s offices in California alone. Our service focus is varied and critical for this project – it includes organizational, operational and staffing assessments; community policing and

community engagement; as well as alternative service delivery feasibility studies:

Austin, Texas  
**Berkeley, California**  
Beverly, Massachusetts  
Brattleboro, Vermont  
Briarcliff Manor, New York  
Carlisle, Pennsylvania  
Clearwater, Florida  
Coral Gables, Florida  
Franklin Township, NJ  
Greenbelt, Maryland

**Hayward, California**  
Kansas City, KS & MO  
Mahwah, New Jersey  
Mendham, New Jersey  
Milwaukee, Wisconsin  
Montpelier, Vermont  
Newburgh, New York  
Omaha, Nebraska  
**Ontario, California**  
Portland, Oregon

**Raleigh, North Carolina**  
**Redding, California**  
Richmond, Virginia  
San Antonio, Texas  
**San Pablo, California**  
**Seaside, California**  
Southlake, Texas  
Tacoma, Washington  
Watertown, Massachusetts  
Wichita, Kansas

In addition, we are currently completing law enforcement staffing studies for Peoria (AZ), Miami Beach (FL), Sacramento, West Sacramento and San Jose (CA).

Our approach to conducting studies is based on an extremely experienced team, detailed analysis and interaction with our clients. This approach is characterized by:

- **The President of the firm would be directly involved in the project.** I have personally worked on and directed over 250 police studies during my 35+ year career, including all of the feasibility analyses listed in the table above.
- **We staff our projects with functional specialists, not generalists.** In addition to myself, our experienced law enforcement analytical team includes:
  - Byron Pipkin, a Senior Manager, who has been a police consultant for 10 years. He was previously a Deputy Chief in the Sunnyvale (CA). He has played a lead role in all of our recent police feasibility studies.
  - Ian Brady, Manager, who leads our data analytics, which includes the analysis of resource needs. Recently, his project experience has included key roles in all of our police deployment studies and feasibility studies.
- We believe in high levels of client participation and input.
- We work closely with our clients through interim reports and meetings.
- We provide detailed analysis for each recommendation.

We appreciate the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact me.

Richard P. Brady  
President

***Matrix Consulting Group***



## 1. FIRM AND PROJECT TEAM EXPERIENCE

This section of the proposal provides a comprehensive portrait of both the firm's and the project team's qualifications and experience.

### 1. Introduction to the Matrix Consulting Group

The Matrix Consulting Group was formed by senior consultants who created it in order to pursue a service in which the senior people actually do the work in a low overhead environment. Our only business focus is the provision of organization and management analytical services to local government. Our firm's history and composition are summarized below:

- We were founded in 2002. However, the principals and senior staff of our firm have worked together in this and other consulting organizations *as one team* for between 10 and 30 years.
- Our *only* market and service focus is management, staffing and operations analysis of local government.
- While we provide a variety of services to local government our most significant service area is public safety. The Matrix Consulting Group project team has conducted studies of more than 300 police and sheriff's departments throughout the United States, including over 100 police agencies in California. This experience includes both operational studies and alternative service delivery studies.
- Our firm maintains offices in California (our headquarters), Oregon, Massachusetts, Illinois, North Carolina and Texas. We currently have 18 full-time and 8 part-time staff.

We are proud of our track record in providing analytical assistance to local governments in general, and to police departments specifically.

### 2. Police Study Experience

The firm **and** project team assigned to this study have significant experience analyzing law enforcement service alternatives for communities wishing to evaluate other approaches to providing these services. The table, below, summarizes this experience, which includes many service delivery alternative studies.

Contract Service Evaluation	Feasibility Studies	Consolidation Analysis
Cooper City, FL Kenmore, WA <b>Laguna Hills, CA</b> <b>La Quinta, CA</b> <b>Lynwood, CA</b> <b>Palmdale, CA</b> <b>Patterson, CA</b> <b>San Clemente, CA</b>	Broome County, NY <b>Citrus Heights, CA</b> College Park, MD <b>Cupertino, CA</b> <b>Danville/Lafayette/Orinda, CA</b> Hilton Head Island, SC <b>Riverside County, CA</b> <b>San Bernardino County, CA</b>	Augusta / Richmond County, GA Bergen County, NJ Boston Area Agencies, MA Broome County, NY Carthage / West Carthage, NY Endicott / Vestal, NY <b>Glendale / Pasadena, CA</b> Hall County / Gainesville, GA

Much of this experience is quite recent and includes the following:

- **Riverside County** – we just completed 9 city JPA feasibility study for contract cities in this county which demonstrated substantial savings for an equivalent level of service for these agencies.
- **Laguna Hills** – Three years ago we completed a contract review for this City. We have also just completed a 3 city joint contract feasibility study which included Laguna Woods and Aliso Viejo to better coordinate and share services.
- **San Clemente** – We just completed a contract feasibility study which was designed to make the contract service more responsive and community oriented. We assisted with the selection of a new police chief too.
- **La Quinta** – Three years ago we completed a contract review for this City. We have developed annual updates for this study since the completion of the original study.

Finally, we worked with **Citrus Heights** from initial feasibility through implementation for the creation of their Police Department.

We have worked extensively with a wide range of police agencies – in all, over 300 police studies in 41 states. We have worked with over 100 police and sheriff’s offices in California. Our service focus is varied and critical for this project – it includes organizational, operational and staffing assessments; community policing and community engagement; as well as alternative service delivery feasibility studies. Moreover, our experience with small organizations is extensive – 10 in the past year alone (we provided the acting chief in one of these after an analytical study).

Our experience includes the following illustrative agencies:

Austin, Texas  
**Berkeley, California**  
Beverly, Massachusetts  
Brattleboro, Vermont  
Briarcliff Manor, New York  
Carlisle, Pennsylvania  
Clearwater, Florida  
Coral Gables, Florida  
Franklin Township, NJ  
Greenbelt, Maryland

**Hayward, California**  
Kansas City, KS & MO  
Mahwah, New Jersey  
Mendham, New Jersey  
Milwaukee, Wisconsin  
Montpelier, Vermont  
Newburgh, New York  
Omaha, Nebraska  
**Ontario, California**  
Portland, Oregon

**Raleigh, North Carolina**  
**Redding, California**  
Richmond, Virginia  
San Antonio, Texas  
**San Pablo, California**  
**Seaside, California**  
Southlake, Texas  
Tacoma, Washington  
Watertown, Massachusetts  
Wichita, Kansas

In addition, we are currently completing law enforcement staffing studies for Peoria (AZ), Miami Beach (FL), Sacramento, West Sacramento and San Jose (CA).

### 3. References

We are providing in this section of the proposal, references for selected analytical projects that have been performed by the firm in the past 5 years. The references provided projects include law enforcement feasibility studies as well as police management studies.

#### References and Descriptions of Similar Projects

##### **Laguna Hills, California**

##### **Police Services Study**

Don White  
Assistant City Manager  
949-707-2600

Laguna Hills had received law enforcement services from the Orange County Sheriff's Department since incorporation in the early 1990's. In spite of demonstrated high service levels and support from the community problems surfaced – costs had escalated during the last recession as personnel costs, especially pension costs, rose faster than inflation; assigned deputies were out of the City a large amount of time, often on lower priority responses; and the service lost a level of proactivity that is critical. Key recommendations included changing policies to restrict out of City responses, additional compensation from neighboring Laguna Woods for the provision of all late night services, and sharing the cost of the Administrative Sergeant with another contract city (savings of \$122,000).

We have also just completed a follow up study with the City and two of its neighbors to evaluate the feasibility of a three city contract.

**Riverside County Contract  
Cities**

**JPA Feasibility Study**

Rob Johnson  
City Manager  
City of San Jacinto  
951-487-7330

In this just completed study the Matrix Consulting Group worked with nine cities which currently contract with the Riverside County Sheriff's Office. The purpose of the study was to evaluate the financial and service feasibility of developing a joint powers authority (JPA) to replace those services.

The study found that there were considerable opportunities to provide the same level of service more cost effectively, by an average of 10% compared to existing contract services – *even after major start-up costs (of about \$88 million are considered)*. The communities are considering their next steps in moving forward with this idea.

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**La Quinta,  
California**

**Police Services Study**

Chris Escobedo  
Assistant to the City Manager  
760-777-7010

Based in extensive public input and support to the process this project evaluated the contract for service from the Riverside County Sheriff's Department. Principal recommendations included – modify the contract to allow the Chief the discretion to allow patrol staffing levels to fall below the contracted level up to 15%; the City should work with the Sheriff's Office and management from gated communities to evaluate the options available to facilitate quick entry of police officers; Expand the regular duty hours of the Traffic Unit to provide coverage from 0600 – 1900 or 2000 hours on weekdays but increase their productivity; reduce the number of daily Patrol Officer hours from 150 daily to 140 hours daily; this results in an annual savings – estimated at \$581,965 in FY 2015-16.

We have also just completed a second follow up study to update our original analysis.

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**Roseville,  
California**

**Police Department Planning  
Study**

James Maccoun  
Assistant Chief / Project  
Coordinator  
916-774-5011

The Matrix Consulting Group completed a comprehensive planning study for the Roseville Police Department, developing detailed service need and staffing projections through the year 2026.

The analysis made extensive use of planning and economic forecasting data to model the effects of the city's rapid growth on future levels of crime and police call for service volumes. The forecasts then translated these workloads into the required staffing levels in every area of the department.

**Carlisle, Pennsylvania**

**Police Department  
Organizational Review**

Mathew Candland  
Borough Manager  
717-240-6921

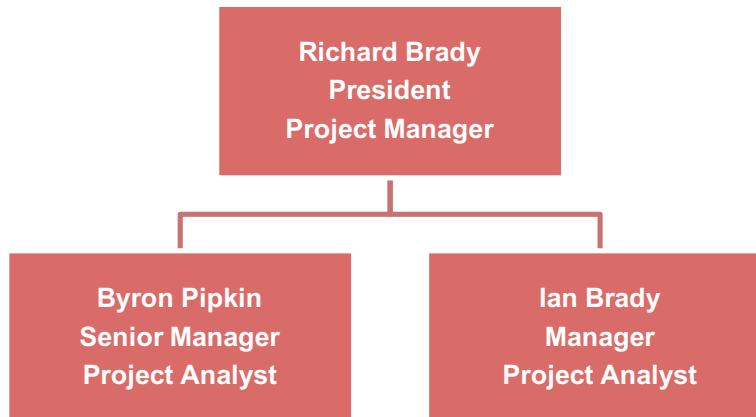
The project team developed a management and staffing plan for the Carlisle Police Department, with the project coming at a time of significant change in the borough's home rule system.

The study created a management plan for the Chief, Borough Manager and Borough Council to provide effective oversight and performance expectations. The study also reviewed operations, including improvements in community service, patrol, investigative case management, and crime analysis. Finally, the project team provided assistance to the Borough on transition of chiefs.

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**4. Personnel**

The Matrix Consulting Group proposes to utilize a senior project team, including our President and other experienced personnel, one with direct law enforcement experience and the other the head of our data analytics practice. The two most senior members of the team have between 10 and 30 years of professional experience as consultants and/or law enforcement professionals. The organization chart, which follows, depicts the project team



It should be reiterated that our team includes no subcontractors. All of our experienced team members are Matrix Consulting Group staff who have worked together regularly on law enforcement projects.

Summary descriptions of each team member are provided below beginning with our proposed project manager, with more detailed resumes in the Attachment:

Name/Title	Summary of Professional Background, Experience, and Education
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<b>Richard Brady</b> President  Project Manager	<p>Mr. Brady has been providing management consulting services to municipalities for 34+ years across all governmental functions, including over 250 law enforcement department clients conducting costs and financial analysis, organizational and operational assessments, organizational structure reviews, feasibility studies, technology and equipment reviews, and performance audits.</p> <p>This includes recent police department assessments for Austin and San Antonio (TX), DeKalb County (GA), Wichita (KS), Asheville (NC), Elko (NV), Carlisle (PA), Columbia (MO), Pacifica, Hayward and Chula Vista (CA), Portland (OR), Omaha (NE), Aurora (CO), Hennepin County (MN), Mahwah, Mendham and Lawrence Township (NJ), Arlington (WA), Montpelier (VT), Lansing (IL), and Birmingham (AL).</p> <p>He led our recent police feasibility study efforts in San Clemente, Laguna Hills, Patterson, Riverside County (CA) and Bergen County (NJ).</p> <p>He has a Doctoral Degree from Oxford University and a BA from Cal State, Hayward.</p>
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<b>Byron Pipkin</b> Senior Manager  Project Analyst	<p>Byron Pipkin is a Senior Manager with the Matrix Consulting Group and has over 32 years of experience as a consultant and a public safety officer (trained as both a police officer and firefighter) through the rank of Deputy Chief in the Sunnyvale Department of Public Safety.</p> <p>His recent public safety analytical experience includes studies for Austin and San Antonio (TX), DeKalb County (GA), Portland (OR), Birmingham (AL), Newburgh (NY), Arlington (WA), Aurora (CO), Pacifica and Berkeley (CA), Peachtree City (GA), Springdale (AR), Perrysburg (OH), and Rio Rancho (NM).</p> <p>He led our recent police feasibility study efforts in La Quinta and worked on studies for Laguna Hills and Bergen County (NJ).</p> <p>He is a graduate of the FBI National Academy; BA from San Jose State University in Justice Administration.</p>
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Name/Title	Summary of Professional Background, Experience, and Education
<b>Ian Brady</b> <b>Manager</b>  Project Analyst	<p>Ian Brady is a Manager with the Matrix Consulting Group as part of our Management Services Division. Mr. Brady created and leads our data analytics practice, which for police staffing studies includes evaluation of deployments, beat designs and scheduling issues and alternatives.</p> <p>Mr. Brady has recently worked on police management studies for Austin (TX), DeKalb County (GA), Winnipeg (Canada), Berkeley (CA), Raleigh (NC), Birmingham (AL), Portland (OR), and Hayward (CA).</p> <p>He worked on our recent police feasibility study efforts in San Clemente, Laguna Hills, Patterson, Riverside County (CA) and Bergen County (NJ).</p> <p>He received his BA in Political Science from Willamette University.</p>

More extensive resumes for the proposed project team are provided in the Attachment to this proposal.

## 5. Conflicts and Associations

No member of this firm has any conflict which would interfere with conduct of this assignment. Moreover, no member of the firm has any personal or professional connection with the District.

## **2. PROJECT SCOPE OF WORK AND POTENTIAL APPROACH**

The section, which follows, presents a detailed description of the analytical tasks we will complete to achieve the study objectives of this Police Services Options Analysis. Prior to presenting that task plan, this proposal describes the background to the project and its scope of work.

### **1. Project Background and Scope of Work**

The Kensington Police Protection and Community Services District, a community of about 5,000, provides police and other services to residents (including parks, recreation and refuse services).

Law enforcement today does not exist in a security vacuum. Community expectations and transparency are critical in law enforcement – everything that is policing today is based on a partnership between law enforcement and the community to solve problems. Cost control is equally important as fiscal accountability is essential to police services like any other public service.

Over the years, police services in Kensington have undergone much scrutiny. This scrutiny culminated last year in a Board Subcommittee report on alternatives to police services, including a contract with a neighboring city.

As a result, this study is designed to evaluate current law enforcement service delivery and potential alternatives to the delivery of these services. These alternatives include:

- Improving the services provided by the District under this approach.
- Creating another kind of stand-alone entity.
- Contracting with a neighboring municipality or a joint powers' authority.
- A hybrid of some currently undefined approach.

This consulting effort will evaluate the feasibility of these alternative approaches to providing law enforcement for the residents within the Kensington Police Protection and Community Services District. The feasibility of these alternatives will be compared with the existing service in terms of service and cost effectiveness.



## 2. Task Plan

The task plan, which follows, provides an outline of the steps that the project team could take to conduct and complete this study. Following the task plan is a suggested schedule for completion of this study.

### *Phase 1 Information Gathering*

#### **Task 1 | Initiate the Project and Document Law Enforcement Trends and Issues Which Led to This Study at This Time.**

The purpose of this first task is to develop a thorough understanding of issues and expectations of the study. Completion of this task will build upon earlier efforts to evaluate police services in Kensington and will include:

- Interview the General Manager and the Board to explore:
  - Attitudes toward service levels and responsiveness of the Kensington Police Department.
  - Views toward any unmet law enforcement related needs.
  - Identification and views toward any viable alternatives.
- Interview staff in the Police Department. These interviews would discuss:
  - How the Kensington Police Protection District is served.
  - Trends and issues that have arisen over the past few years.
- Make initial contact with other municipalities and other law enforcement agencies in the region to understand the regional service delivery picture and views toward participating in alternatives. In the previous Subcommittee assessment several neighboring communities and other police agencies were identified as interested in such an arrangement including:
  - El Cerrito
  - Albany
  - Richmond
  - University of California, Berkeley

These and other neighboring cities would be contacted again relating to complete

contracts or other shared services approaches.

We would also begin to collect documents which assist in backgrounding for this study, including:

- The previously conducted study by the Subcommittee of the Board.
- Previous analyses developed by Chief Brown Taylor and other assessments.
- Periodic reports to the Board from the Police Department.
- Population and demographic information for the District.

### TASK RESULT

**The result of this task would be a final project work plan reflecting the project team's updated understanding of the project and the evolution of service issues in the past several years.**

### **Task 2 | Document Law Enforcement Services, Staffing, Workloads and Service Levels in the District.**

To establish a basis for structuring and evaluating law enforcement organization alternatives, we will develop a portrait of current workload and service demands in Kensington. We will gather and analyze information about crime, service levels and response times. We would document the following:

- Community-generated calls for service (CFS) workloads by time of day and day of week; similarly, document officer-initiated workloads. Develop long term trend data on calls for service and officer-initiated activities.
- Crime rates and arrests (by type) over the past 10 years.
- Field deployments in Kensington.
- The time elements on calls by priority of call.
- Develop an understanding of the ways in which these activities are planned and staff help accountable.
- Other workloads, such as court appearances, public education, etc.
- Traffic enforcement workloads activities.

- Number of cases followed-up for investigations as well as the outcomes of these cases.
- Nature and scope of crime prevention programs currently provided.
- All costs associated with compensation and other operating and capital costs.

It is important to note that in this task the project team would begin the process of data collection for neighboring communities which are or could be interested in a contract or shared services approach to law enforcement in the region.

### **TASK RESULT**

**These data will be profiled in a summary narrative and statistical portrait of law enforcement services in Kensington. This important first deliverable in the project will be reviewed with the District and the Police Department to ensure accuracy.**

### **Task 3 | Understand Community Views About Law Enforcement Services.**

It is critical for the project team to develop input regarding current law enforcement services as well as viable alternatives from the community. To provide a major avenue for input at the outset of the project, we plan to conduct two major study activities – a community online survey and a “Town Hall” meeting. The following subsection describes these efforts.

#### **(1) Survey for the Public.**

We would conduct an electronic survey that could be completed by any member of the public to provide additional feedback and input to the project team regarding law enforcement services. Information regarding the perceptions of the law enforcement services provided and the current satisfaction with these services will provide unique insight.

Questionnaires would be confidential and completed via an online survey instrument (SurveyMonkey).

#### **(2) “Town Hall” Meetings.**

Through the use of a “Town Hall” or focus group meeting for community stakeholders, the Matrix Consulting Group usually asks customers a number of pointed questions about their law enforcement service expectations and how well the Kensington Police Department is meeting them; as well as openness to alternative service delivery

approaches.

The participants would be led through a two hour discussion by the Matrix Consulting Group, to really understand why citizens feel the way they do about a particular issue of law enforcement services.

#### **TASK RESULT**

**Summaries of the findings from the survey and the “Town Hall” meeting conducted – identifying major themes, comments received and suggestions for change.**

## **Phase 2 Initial Findings**

### **Task 4 | Evaluate Law Enforcement Services Currently Provided in the Kensington Police Protection District.**

The results of the previous tasks will be analyzed to identify issues and improvement opportunities associated with current operations and services provided by the Kensington Police Protection and Community Services District. The analysis would focus on such areas as the following:

- How do existing service levels compare to generally accepted industry or prevailing approaches to productivity, response times, time available for proactive patrol, investigations, etc.?
- What are the appropriate quantitative and qualitative approaches to evaluating resource requirements in the District. For example, in patrol this would include an assessment of call for service workloads in the context of also needing proactive time to impact policing issues in the community.
- Are there areas where service needs to be improved in the District or services restructured in some way to improve service or cost effectiveness? Such as:
  - Is community input effectively sought? How are staff accountable for its services?
  - Are communications between police and the District adequate?
  - What opportunities exist for involvement in crime prevention programs?

## TASK RESULT

**The focus of this task is the identification of alternatives within the existing service delivery system. Each recommendation would be analyzed for service and cost impacts.**

### Task 5 | Develop Assumptions for Use in the Analysis of Alternatives.

The project team will evaluate the feasibility of alternative approaches to providing law enforcement for the KPPCSD. The feasibility of these alternatives will be compared, in terms of service and cost effectiveness, with the existing approach. Alternatives would include a contract with a neighboring city or the creation of another form of stand-alone police department.

In the previous Subcommittee assessment several neighboring communities and other police agencies were identified as interested in such an arrangement including El Cerrito, Albany, Richmond as well as UC Berkeley. These and other neighboring cities would be contacted again relating to complete contracts or other shared services approaches.

The project team will review the results of the first four tasks and develop an issues list and a set of service level objectives that can be employed as a basis for structuring and costing alternative approaches to providing law enforcement services. Issue areas could include:

- Field deployment levels and practices.
- Proactivity targets.
- Use of civilian personnel.
- Scope of prevention and community programming.
- Level of investigative services.
- How support services should be handled.
- How alternatives would be organized, staffed and costs allocated.
- In a contract, assumptions developed regarding contract accountability.
- <sup>a</sup> Opportunities for shared services outside of a complete contract for service.

## TASK RESULT

Once these alternatives have been identified, we will review them with the project committee. Based on the guidance provided by the committee, these alternatives would be identified, discussed and agreed upon for analysis.

### Task 6 | Identify the Immediate and Ten Year Resources Needed for Alternative Service Delivery.

In this task, the project team will evaluate the feasibility of alternative approaches to providing law enforcement services – a contract with a neighboring city and the creation of a police department in another format. In developing the analysis in this task, and for both alternatives, we will explore:

- Utilizing the results of our initial research and interviews as well as the community survey and “Town Hall” meetings to develop an initial / provisional community policing philosophy and set of strategies.
- The number of sworn staff required to handle each function based on workloads, service level targets and geography.
  - Patrol
  - Investigations
  - Administrative and command
- The project team would analyze deployments in Kensington.
- What is the best use of civilians, including in core service areas currently provided by sworn personnel (for example in the response to low priority / risk crime and service calls).
- This task will provide suggested contract benchmarks and performance targets.

## TASK RESULT

The product of this work task will be a detailed analysis of the staffing and organizational needs in the alternative service delivery approaches both now and over a 10 year planning period. This analysis will be reviewed with the project steering committee.

**Task 7** | **Develop a Detailed Analysis of the Operating Costs of the Service Alternatives.**

It is important to develop and evaluate the police service alternatives' costs at a level of detail sufficient for the District to pursue the choice(s) with a level of confidence. As a result, we will structure and estimate the costs of alternative contracts or other alternative, as follows:

- Summarize the number of line staff required, by position type; evaluate part time staff availability and use options.
- Develop plans of administrative and command staffing necessary to support operations.
- Evaluate the labor costs associated with the staffing plan. Base the analysis on the following:
  - Prepare a likely compensation schedule, by position, for the staffing plan based on existing compensation.
  - Convert the staffing plans to estimated salary costs.
  - Estimate fringe benefit costs based on competitive local benefit packages.
- Then, develop detailed operating expense budgets by cost component for the service delivery alternative.
- We would identify the 'indirect' costs associated with each alternative police service. This will include such costs as vehicle servicing, technologies, facilities, and the provision of support services (e.g., HR, IT, etc.).
- Cost allocation approaches would be identified, costed and evaluated for a contract with a neighboring city.

**TASK RESULT**

**The results of the above would be pro-forma operating budgets for each alternative service delivery approach. The results of these analyses of operating costs would be reviewed with the project committee.**

## **Task 8** | **Identify Start-Up Requirements.**

This work task will involve developing capital budget and transition strategies for a contract with a neighboring city or other police service alternative. This would include:

- Determining the types and numbers of equipment needed.
- How to transition service responsibility to new service to ensure services are maintained, yet duplication minimized.
- What interim operational steps could be taken to move from current approaches to any new service delivery model adopted.
- A schedule for implementation.

### **TASK RESULT**

**The results of this task will be capital budget and transition plan for implementing police service alternatives.**

## ***Phase 3 Final Report***

## **Task 9** | **Provide the Results of the Feasibility Analysis**

With the completion of the previous tasks the project team will develop draft and final reports. Each alternative organizational approach to police services would be analyzed in terms of the following:

- How each compares on a cost effectiveness basis.
- How each would be implemented.
- The advantages and disadvantages of each.
- A Ten Year Plan for Police Services.
- Performance measures to hold police services and/or a contract service accountable.

Once the draft report has been reviewed by the project steering committee we would be



prepared to present the results to the District in a public meeting.

#### **TASK RESULT**

**Each alternative analyzed would be shown in the final report and including the cost-benefit analysis, description of advantages and disadvantages, reasons for recommending (or not), etc. A public presentation would result in this task.**

### ***Phase 4 Contract Assistance***

We envision that the request for proposal development for law enforcement services and contract negotiations would follow the analytical assignment. The reason for this is simple – the District must completely define and support the level of service requirements prior to seeking alternative methods to meet those requirements.

The information needed to develop the alternatives would have been developed in earlier tasks. The assistance in this portion of the process would include:

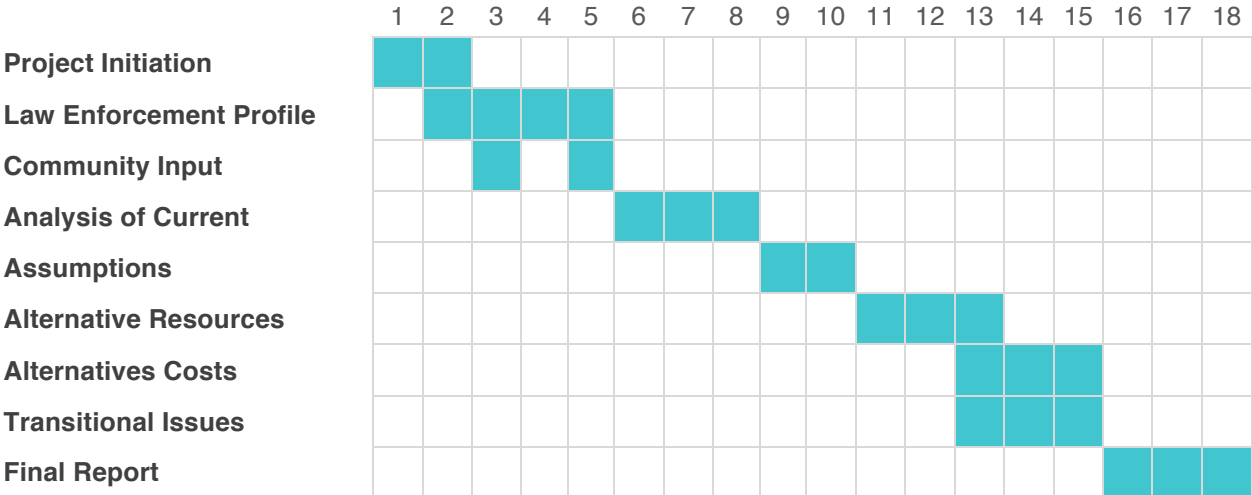
- Development of a request for proposals for a police contract or shared service.
- Review and analyze submitted proposals.
- Present the results to the Board and or a designated committee.
- Assistance to the Board or subcommittee in reviewing the submittals.

At the conclusion of this assistance we would again present the results to the Board and to the public.

### **3. Project Schedule**

The table, below, graphically displays the tentative schedule to conduct the Police Services Options Analysis. The chart shows the sequencing of each proposed work task, the elapsed time it would take to complete each task. As can be seen from the chart, we are proposing that the study be completed in 18 weeks (about five months).

This timeline does not include the unknown time for Request for Proposal development and Contract Assistance. In our view this would come after the analytical report.



As described in the task plan earlier in this proposal there would be a deliverable associated with each project task.

### 3. PROJECT COST

The Matrix Consulting Group proposes to conduct the Police Services Option Analysis for a fixed price of **\$74,000**. The detailed calculations of our pricing structure are provided below.

	Brady R	Pipkin	Brady I	Hours	Cost
<b>Project Initiation</b>	16	8	8	32	\$6,200
<b>Police Profile</b>	8	32	32	72	\$12,200
<b>Community Input</b>	4	0	8	12	\$2,100
<b>Analysis of Contract</b>	8	16	16	40	\$7,000
<b>Assumptions</b>	4	4	4	12	\$2,200
<b>Resource Needs</b>	8	24	32	64	\$10,800
<b>Operating Costs</b>	8	8	16	32	\$5,600
<b>Start-up Costs</b>	4	4	8	16	\$2,800
<b>Final Report &amp; Presentation</b>	16	24	24	64	\$11,400
<b>Contract Assistance</b>	24	16	16	56	\$10,600
<b>Total Hours</b>	<b>100</b>	<b>136</b>	<b>164</b>	<b>400</b>	
<b>Hourly Rate</b>	<b>\$225</b>	<b>\$175</b>	<b>\$150</b>		
<b>Total Professional Fees</b>	<b>\$22,500</b>	<b>\$23,800</b>	<b>\$24,600</b>		<b>\$70,900</b>
<b>Project Expenses</b>					<b>\$3,100</b>
<b>Total Project Cost</b>					<b>\$74,000</b>

We typically contract on a fixed price basis with monthly billings representing our progress on the project. We are, however, open to other approaches for payment.

**Insurance Note** – our firm does not have \$2 million in professional liability insurance. We carry \$1 million per occurrence and \$3 million in aggregate. Our other insurances exceed your requirements.

**RICHARD P. BRADY**  
**President, Matrix Consulting Group**  
**Project Manager**

**BACKGROUND**

Richard Brady is the Matrix Consulting Group's President. Mr. Brady has been a management consultant to local government for more than thirty-five years. Prior to joining the Matrix Consulting Group, he was the MAXIMUS national Vice President in charge of its local government consulting practice, and before that the managing partner of the California-based management consulting firm of Hughes, Heiss & Associates. Mr. Brady has conducted numerous studies of every local government function. However, the vast majority of his work is in the law enforcement and criminal justice areas.

**PROJECT EXPERIENCE**

The following points summarize Mr. Brady's project experience.

<b>State</b>	<b>Illustrative Law Enforcement Management and Staffing Studies</b>
<b>Alabama</b>	Birmingham
<b>Alaska</b>	Anchorage
<b>Arizona</b>	Goodyear, Phoenix, Prescott Valley
<b>California</b>	Alameda County, Anaheim, Berkeley, Butte County, Chula Vista, Citrus Heights, Contra Costa County, Galt, Gilroy, Goleta, Glendale, Hayward, Kern County, Los Angeles, Los Angeles County, Los Gatos, Lynwood, Monrovia, Napa, Ontario, Orange County, Palmdale, Palo Alto, Pittsburg, Poway, Redding, Roseville, San Jose, Pasadena, San Bernardino, San Bernardino County, San Mateo County, San Rafael, Santa Ana, Santa Barbara County, Santa Monica, Sonoma County, Sunnyvale
<b>Colorado</b>	Aurora
<b>Connecticut</b>	Stamford
<b>Florida</b>	Alachua County, Coral Gables, Jacksonville, Jupiter, North Miami Beach, Orange County, Pasco County, Pinellas County, Port Richey and Venice
<b>Georgia</b>	Americus, Augusta-Richmond County, DeKalb County, Fulton County, Gainesville, Hall County, Chatham County.
<b>Illinois</b>	Lansing
<b>Louisiana</b>	Alexandria

State	Illustrative Law Enforcement Management and Staffing Studies
<b>Massachusetts</b>	Beverly, Boston, Lawrence, Milford, Rancho Cordova, Burlington, Pelham, Watertown, Wayland, Westwood, Whitman
<b>Maryland</b>	Greenbelt
<b>Michigan</b>	Alpena and Detroit
<b>Minnesota</b>	Hennepin County, Ramsey County and Anoka County
<b>Missouri</b>	Columbia, Des Peres and Raymore
<b>Nebraska</b>	Omaha
<b>Nevada</b>	Las Vegas Metropolitan Police Department, Elko, Sparks and Reno
<b>New Hampshire</b>	Portsmouth and Rockingham County
<b>New Jersey</b>	Mendham, Mahwah, Park Ridge, Woodcliff Lake, Montvale
<b>New York</b>	Albany, Carthage, Endicott, Newburgh, Vestal and Briarcliff Manor
<b>North Carolina</b>	Burke County, Raleigh and Durham
<b>Ohio</b>	Fairborn
<b>Oregon</b>	Portland, Clackamas County and Grants Pass
<b>Pennsylvania</b>	Carlisle, Mount Lebanon and York
<b>South Carolina</b>	Beaufort County, Charleston County, Hilton Head Island, Spartanburg County
<b>Tennessee</b>	Nashville-Davidson County and Knox County
<b>Texas</b>	Arlington, Austin, San Antonio, Terrell, El Paso, Grand Prairie and Southlake
<b>Utah</b>	Salt Lake City
<b>Vermont</b>	Brattleboro and Montpelier
<b>Virginia</b>	Richmond, Leesburg, Suffolk and Loudoun County
<b>Washington</b>	Arlington, Spokane, Kirkland and Snohomish County
<b>Wisconsin</b>	Sun Prairie, Milwaukee, Dane County
<b>Canada</b>	Winnipeg

**Law Enforcement Program Studies:** Mr. Brady has performed a wide variety of studies of law enforcement programs and services. Selected studies have included the

following:

- **Emergency Communications** – over 75 studies of existing communications centers (e.g., Monterey County, CA) as well as consolidation alternatives (e.g., San Mateo County, CA).
- **Personnel policies and procedures** studies for Escondido (CA), Danville (VA) and Fluvanna County (VA). Secondary employment policy development for all San Mateo County (CA) police agencies and the Sheriff's Office.
- **Regional Law Enforcement Feasibility Studies:** Mr. Brady has been involved or managed several law enforcement regionalization studies including:
  - **Police Services Contract Reviews and Feasibility Studies for San Clemente, Laguna Hills and La Quinta** – Mr. Brady developed a police services plan for these contracts with the Orange County.
  - **Municipal Police Department Feasibility for Citrus Heights (CA)** – members of the project team worked with the City from initial feasibility through implementation of a municipal department.
  - **Regionalization Opportunities in Training and Communications for the Boston Metropolitan Area.** The Regionalization Commission chose members of this project team to work with over 110 agencies on public safety regional issues.
  - **Law Enforcement Consolidation Feasibility Studies for Broome County (NY) and Riverside County (CA):** In Broome County an effort to consolidate support functions; in Riverside County a 9 city JPA was just completed and the participants are considering their next steps.
  - **Regional Law Enforcement Feasibility Study for San Bernardino County, California Contract Cities:** Nine cities receive contracted law enforcement services from the San Bernardino County Sheriff's Office. Because the County changed its philosophy of contracting, costs increased dramatically.
  - **Three Community Police Consolidation Feasibility Study** – for Montvale, Woodcliff Lake and Park Ridge (NJ).

## EDUCATION

BA, California State University, Hayward  
Ph.D., Oxford University, United Kingdom

## **BYRON K. PIPKIN**

### **Senior Manager, Matrix Consulting Group**

#### **BACKGROUND**

Byron Pipkin brings a public safety manager's perspective to the project team. He has thirty-two years of experience in law enforcement and fire service, including fourteen years in management positions in the Sunnyvale Service of Public Safety (CA) – a fully integrated police and fire agency. During his career he managed every major law enforcement and administrative function, including patrol operations, investigations, narcotics/vice operations, internal affairs, records, recruiting and hiring, training, administration, school resource officers, traffic operations, crime prevention, emergency preparedness, the mobile field force, and the SWAT team. He is also currently and instructor for the California Peace Officer Standards and Training Executive Development Course, teaching a course on effective management of law enforcement organizations. Mr. Pipkin is based in our headquarters office in Mountain View.

#### **EXPERIENCE IN POLICE STUDIES**

Mr. Pipkin has experience as a lead with the following law enforcement agencies.

- Arlington, TX
- Arlington, WA
- Aurora, CO
- Beverly Hills, CA
- Carlisle, PA
- Cotati, CA
- Galt, CA
- Gilroy, CA
- Goodyear, AZ
- Grants Pass, OR
- Gresham, OR
- Mahwah, New Jersey
- Newburgh, NY
- Omaha, NE
- Phoenix, AZ
- San Antonio, TX
- Springdale, AR
- Spokane, WA
- University of Missouri, Sacramento, MO
- Vancouver, WA

Mr. Pipkin led or worked on our recent contract reviews and feasibility studies, including:

- La Quinta, CA
- Dublin, CA
- Laguna Hills, CA
- Bergen County, NJ

## **MANAGEMENT ASSIGNMENTS**

Command of Sunnyvale DPS Special Operations Bureau, 2001-2005

Liaison with the FBI and the Joint Terrorism Task Force 2004-2005

Command of Police Field Operations Bureau, 2000-2001

Special Assistant to the Chief, 1999-2000

Fire Marshal, managed the Fire Prevention Bureau, 1997-1999

Command of Police Field Operations Bureau, 1994-1997

Community Services Bureau, Recruitment and Hiring, Training and Records, 1991-1994

## **EDUCATION**

Graduate of the FBI National Academy, Quantico, Virginia

B.S. in Administration of Justice, California State University, San Jose

## **PROFESSIONAL CERTIFICATES**

P.O.S.T. Management Certificate, 1993

P.O.S.T. Supervisory Certificate, 1986

California Community College Lifetime Teaching Credential, 1983

P.O.S.T. Advanced Certificate, 1980



**IAN BRADY**  
**Manager, Matrix Consulting Group**

**BACKGROUND**

Ian Brady is a Manager with the Matrix Consulting Group as part of our Public Safety Consulting Services practice. He has over 5 years of consulting experience. He specializes in public safety and is dedicated to providing analytical support for all of our police, fire, emergency communications and criminal justice system studies. Mr. Brady also developed the firm's GIS-based analytical tools for analyzing field service workloads and service levels, beat design and efficiency, and alternatives to resource deployment and scheduling.

**EXPERIENCE IN LAW ENFORCEMENT STUDIES**

Mr. Brady has experience conducting law enforcement management, staffing and operations studies, including recently for the following clients:

Adams County, Colorado	Lansing, Illinois
Arlington, Washington	Mahwah, New Jersey
Berkeley, California	Orange County, Florida
Birmingham, Alabama	Portland, Oregon
Chula Vista, California	Raleigh, North Carolina
Columbia, Missouri	Redding, California
DeKalb County, Georgia	Rio Rancho, New Mexico
Hanford, California	Rockingham County, New Hampshire
Hayward, California	Roseville, California
Huntington Beach, California	Suffolk, Virginia
Kauai County, Hawaii	Winnipeg, Manitoba

Mr. Brady led or worked on our recent contract reviews and feasibility studies, including:

- Dublin, CA
- La Quinta, CA
- Laguna Hills, CA
- Patterson, CA
- Riverside County, CA
- San Clemente, CA

**EDUCATION**

Mr. Brady received his BA in Political Science from Willamette University.