

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

CITYGATE ASSOCIATES, LLC

Riverside Police Department Headquarters and
Riverside Police Department Facilities Siting Study (RFP No. 1949)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2019 (“Effective Date”), by and between the CITY OF RIVERSIDE (“City”), a California charter city and municipal corporation, and CITYGATE ASSOCIATES, LLC, a California corporation (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Riverside Police Department Headquarters and Riverside Police Department Facilities Siting Study (RFP No. 1949) (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for eighteen (18) months from the date of execution of this Agreement, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Ninety-Five Thousand Nine Hundred Fifty-Three Dollars (\$95,953.00), payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

General Services Department
City of Riverside
Attn: Robert Wise
3900 Main Street
Riverside, CA 92522

To Consultant

Citygate Associates, LLC
Attn: James Davis
600 Coolidge Drive, Suite 150
Folsom, CA 95630

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and

penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability.

Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions.

Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or termination of this Agreement.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City. This provision shall survive the expiration or termination of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation

and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or termination of this Agreement.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's

rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision,

term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Compensation
- Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

CITYGATE ASSOCIATES, LLC, a California corporation

By: _____
City Manager

By: *David C. DeRoos*

[Printed Name]

Attest: _____
City Clerk

President

[Title]

Certified as to Availability of Funds:

By: *NAT APPLICABLE*

By: *Marie Pini*
Chief Financial Officer

[Printed Name]

Approved as to Form:

By: *[Signature]*
Senior Deputy City Attorney

[Title]

EXHIBIT "A"

SCOPE OF SERVICES

Services shall include, but are not limited to:

- Based on both the current and future needs of the City of Riverside, what policing functions should the headquarters provide, what would be an efficient size for the headquarters facility and based on an articulable matrix of service to the community, provided recommendations for its location.
- Provide an evaluation of existing policing facilities specifically and public safety facilities in general.
- Make recommendations based on the size of the City and current growth projections for type of policing models specifically and public safety models in general the City could best implement to service the public.
- Considering the both current and future growth rates and population densities, provide recommendations where policing facilities may be located within the City.
- Analyze existing policing facilities and whether current facilities are located in suitable locations to effectively serve the community and contribute to efficient use of labor hours.
- Provide analysis on the practicality of shared public safety facilities and their effectiveness in meeting community safety needs.
- Provide analysis on the advantages and disadvantages of a large signal facility versus separate administrative office and policing facility.
- Officer response times and availability considering facility locations and travel conditions within the City.
- Emerging technologies that may influence discussions today.
- Two scheduled meetings with City staff and police administration, one meeting in a community forum, and one presentation to City Council.

The Consultant is required to work with City staff, City Administration and Police Administration in developing the specific need requirements of the City in developing a plan to achieve a forward-looking plan that captures both the current and future needs of policing for the City of Riverside.

DELIVERABLES

- Written report providing expert advices, including applicable graphs, maps or other visual aids on the items of scope of the RFP.
- Presentation to Community, City Administration and City Council on finding of study.

Qualified Consultants shall perform the general and specific tasks as described in the Scope of Services section of this Request for Proposals. The City intends to select the most qualified Consultant for the Project. The City's screening and Selection Committee shall evaluate submittals based on professional expertise in architectural consulting services with the specialty of designing forward-thinking police facilities.



600 Coolidge Drive, Suite 150 ■ Folsom, CA 95630 ■ PH 916-458-5100 ■ FAX 916-983-2090

August 27, 2019

City of Riverside
General Services Department
3900 Main Street
Riverside, CA 92522

RE: POLICE DEPARTMENT HEADQUARTERS AND FACILITIES SITING STUDY

To whom it may concern:

Citygate Associates, LLC (Citygate) is pleased to present our proposal to serve the City of Riverside (City) to conduct a Police Department facilities review and headquarters/facilities siting study. Citygate has read and understood all elements identified in the City's Request for Proposals (RFP).

Our qualifications to perform this review are exceptional! Over the last 19 years, Citygate has performed over 300 public safety studies, including many involving facilities evaluation, planning, and siting recommendations. Within recent years, we have conducted significant law enforcement reviews for the California Cities of Adelanto, Apple Valley, Brea, Buena Park, Burlingame, Fullerton, Hesperia, La Habra, San Luis Obispo, Santa Monica, Placentia, Rancho Cucamonga, Victorville, and Yorba Linda; the Arizona Cities of Eloy, Glendale, Goodyear, Maricopa, and Surprise; and Provo, Utah. We have also recently reviewed the operations and staffing of the Monterey County and Yuba County Sheriff's Departments.

Citygate is comprised of consultant-practitioners all with proven histories of leadership, accomplishments, and innovation. We are a "Virtual City Hall." Our Project Team represents decades of experience in municipal government, policing, statistical analysis, architecture, facility evaluation and design, and Community Engagement. These are all necessary elements for exceeding the goals defined in your RFP and, with the active participation of your staff, helping prepare your Police Department for the challenges of 21st Century Policing.

We enthusiastically look forward to serving the growing City of Riverside as it strives to provide the community the highest level of service now and through a new state-of-the-art facility!

As President of the firm, I am authorized to execute a binding contract. We are willing to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. Please feel free to contact me at our headquarters office, located in Folsom, California, at (916) 458-5100, extension 101, or via email at ddeeroos@citygateassociates.com.

Sincerely,

A handwritten signature in black ink, appearing to read "David C. DeRoos". The signature is fluid and cursive, written over a light blue horizontal line.

David C. DeRoos, MPA, CMC, President

SECTION B—STATEMENT OF UNDERSTANDING AND APPROACH

B.1 GENERAL APPROACH TO ADDRESS THE REQUESTED SCOPE OF SERVICES

Citygate Associates, LLC's (Citygate) project approach for the requested Police Department headquarters and facilities siting study includes all the objectives identified in the City's Request for Proposals (RFP) and is consistent with each Project Team member's experience in police services administration.

Citygate understands that the City is exploring various options for developing a new police headquarters facility within the City that optimizes operational services to the community. This is due, in part, to the strong growth over the last decade and to continued projected steady population growth leading inevitably to greater density and increased calls for service. The City has many options to consider regarding how it best deploys its public safety resources. Community Engagement has been an overriding theme in public safety for years and is arguably woven into each of the *Pillars of the President's Task Force on 21st Century Policing*. Police departments are no longer evaluated simply on their ability to respond to calls quickly, but also on how they choose to collaborate and engage with their respective macro and micro communities. The City is to be commended for its proactive planning and securing of funds to invest in facilities and staff, and the City wisely desires a strategic plan to make the most informed decision about the location and configuration of one or more new facilities.

All the underlying elements of Community Engagement and best practices in policing will inform our understanding and recommendations of the location, size, and functions of Riverside police facilities. We will consider how existing Department facilities work together as a system and whether there are additional, or alternative, facility needs in support of the values, vision, mission, and goals of the City of Riverside.

In addition, our review will serve as a road map for future staffing needs to assist the City in assessing organizational structure, resource allocation, and geographical patrol boundaries to ensure they are adequate, if not optimal, to provide the highest level of service within the City.

As such, our study will include future projections and goals regarding staffing and geographical boundaries, as well as a true analysis of workload, particularly for patrol operations. We will consider how the City's growth in population and development may impact future services.

B.2 PROJECT SCOPE OF WORK AND METHODOLOGY

B.2.1 Citygate Core Project Scope of Work

Citygate will fully address all scope elements outlined in the City's RFP. Citygate has also partnered with Jeff Katz Architecture (JKA) to provide an optional conceptual space needs

City of Riverside, CA

Proposal to Conduct a Police Department Headquarters and Facilities Siting Study

assessment and to participate in key project interviews and meetings. First, Citygate's approach to assessing the City's scope of work elements is explained below, followed by JKA's optional scope of work:

- ◆ Provide an evaluation of the three existing policing facilities' functions, operations, and physical locations, related to the community they serve.
- ◆ Based on the evaluation of the City's three policing facilities, determine what if any adjustments to policing operations would be recommended to meet both current and projected future needs of the City of Riverside.
- ◆ Prepare an analysis of what policing functions the proposed new police headquarters, and potential sub-station(s), should provide, and the approximate size of both sworn and professional workforce needed within the proposed Police facility(s). To determine this, Citygate will perform the following:
 - Evaluate the adequacy of staffing levels for current workload and meeting Department command staff's goals and objectives related to staffing and community service level expectations without curtailing service or requiring excessive overtime work. We will consider existing schedules, allocated time for calls for services, follow-up, report writing, court, briefing, etc., as well as unallocated/proactive time, throughout all shifts independently of each other. We will review other work time (e.g., court appearances, injured on duty, and light duty) as well as overtime hours worked.
 - Examine current organizational structure and identify and recommend changes to be made, if any, to improve the provision of police services.
 - Provide a structured and defensible methodology for the Department's staff to use in projecting future staffing needs, including current shift relief factor compared to optimal shift relief factor.
 - Identify where data and community needs indicate new service delivery methods are needed to align with best practices and Department and community culture, with costs and implementation strategies.
 - Identify any redundancies, gaps, and opportunities for applying best practices in the provision of core services.
 - Recommend staffing levels that will allow the Department to maintain or increase its current level of services, including responding to all crimes and requests for service and maintaining robust crime prevention and community service programs, youth services, investigation and forensic

City of Riverside, CA

Proposal to Conduct a Police Department Headquarters and Facilities Siting Study

crime scene evidence collection, crime suppression, and other services currently offered by the Department.

- Wherever possible, use existing data for the analysis, such as the City's General Plan and other published planning documents, crime statistics, payroll and overtime work records, and computer-aided dispatch data. Department staff will help provide historical data from the agency's computer systems and other City sources.
- Evaluate the Department's training program, compliance with the Commission on Peace Officer Standards and Training (POST) standards, and relationship to the Department's stated values, vision, mission, and goals.
- ◆ Make recommendations based on City size and current growth projections for the type of policing models the City could best implement to service the public.
- ◆ Considering current policing operations, future growth rates and population densities, provide general recommendations for locating any new facilities within the City and the approximate size of the work force of any facility recommended.
- ◆ Provide analysis of the advantages and disadvantages of a large single administrative/policing facility versus separate administrative office and policing facilities.
- ◆ Provide recommendations for any emerging technologies and/or trends in policing that may influence discussions today. This will involve using a compilation of Community-Oriented Policing, commitment to Community Engagement, Intelligence Led Policing, Precision Policing, and data-driven policing strategies. We will assess efficiencies of calls for service. We will assess community engagement philosophy and strategy; we will leverage the performance and evaluative processes in place, verifying the current effectiveness and efficiencies of the agency. This includes evaluating and contrasting data to overlay response time standards, officer safety, and call prioritization.
- ◆ Assess Department member perceptions and expectations of their services by issuing SWOT (Strengths, Weaknesses, Opportunities, and Threats) questionnaires to employees and as appropriate, other City employees that interact with the Department, to obtain perceptions of the Department.
- ◆ Conduct interviews with stakeholders, including City management, Department staff, Police Officers Association Board members, and selected community stakeholders, to assess goals, expectations, and perceived workload levels.

- ◆ Attend two scheduled on-site meetings with City staff and police administration for interviews and data clarification.
- ◆ Attend one meeting, coordinated and conducted by City staff, to listen to community ideas, suggestions, and concerns.
- ◆ Conduct two on-site mid-project reviews on the same day: one with City staff, police administration, and/or others as desired; and a second with the Public Safety Board.
- ◆ Deliver a presentation of the Final Report to City Council or a group of the City's choosing.
- ◆ Identify practical opportunities for collaboration and formal partnerships consistent with the strategic priorities of the City of Riverside and the Department.
 - Collaborative and formal partnerships with other governmental organizations, non-governmental organizations, private sector entities, and institutions of higher learning have long been understood as force multipliers and opportunities to provide services in a more operationally- and cost-effective and efficient way. Emerging technologies and the need for historical and real-time information sharing have made such collaborations and formal partnerships more important, and virtually essential, for most public safety agencies in United States.

B.2.2 Jeff Katz Architecture (JKA) Optional Conceptual Space Needs Assessment Scope of Work

As an option for the City's consideration, JKA will perform a conceptual space needs assessment, as follows:

- ◆ JKA will participate in meeting with City staff and Police administration to understand the goals of the project.
- ◆ JKA will participate in site walk of existing facilities to obtain general overview of each facility's size and condition.
- ◆ At various points throughout the project, JKA will review Citygate's Draft Report data with a goal of providing a conceptual space needs assessment for new facilities based on the staffing information generated by Citygate.
- ◆ JKA will develop space needs assessment options for a single administrative/policing facility versus separate administrative office and policing facilities.

- ◆ Based on square footage cost data from comparable projects, provide conceptual cost estimates for the project alternatives based on the space needs assessment provided.
- ◆ Participate, as needed, in mid-project and Final Report presentations.

B.2.3 Staffing Analysis and Facilities Review Methodology

A police department is arguably the most visible face of municipal government. Accordingly, contemporary police facilities serve many functions. They are not only operationally efficient and safe working environments, but may serve as a point of engagement with the community through welcoming community rooms and available spaces for other safety-related services. The foundation for understanding the size and optimal location of a police facility is most appropriately built upon a competent workload study detailing the current and projected community needs, service requirements, and staffing levels.

Staffing ratios in the form of officers to population and response times have been the traditional guide for determining staffing levels. They have served for decades as measures of law enforcement performance. Most police departments and police professional organizations now deem them to be of limited use.

Current thinking about police staffing and performance reflects a move away from a more dominant focus on inputs and toward measuring the achievement of desired outcomes. It also reflects a greater interest in measuring overall organizational effectiveness rather than merely citing various efficiencies that are often used as a poor substitute for the results or outcomes the public expects and deserves.

Based on the effective lifespan of police facilities, they are considered to be 20- to 50-year investments. A detailed understanding of issues—such as current and projected calls for service volume (by geographic areas), evolving best practices like Intelligence Led Policing with its emphasis on prevention and real-time data availability, community engagement and expectations, and the interaction and interdependency of police functions—is key to understanding both size and location of such an investment.

Through a process of data and document review, interviews, and on-site walk-throughs, Citygate will review the existing police facilities for key areas of current and projected functions. This will include congruency between City/Department values, vision, mission, and goals, floor plans/space needs, infrastructure maintenance, ease of access to and communication with related working groups, general technology needs, appropriate equipment, parking, storage, work areas, and community access.

B.2.4 Value and Use of Data

Police Department Advanced Data Overview

Our methodology and planning tools will combine to plan for officer safety, community safety, personnel, support, and technologies to ensure the City's planning has articulable and strategic insight to enhance its decision-making regarding prioritization and allocation of resources. Examination of historical and forecasted future risk, using incident computer records, is key to "right-sizing" police deployment to areas of need for the future. Citygate will build comprehensive exhibits and models of criminal activity which account for geography, time, criminal trends and severity. These will result in deployment profiles that anticipate future growth.

We know how to assess the accuracy and reliability of data, how to determine relevancy of data in correlation to decision-making processes, how to best convert insights into actionable content, and how to structure actionable content for optimal usability without additional workload for the client.

Workload

We recognize every police agency, and the community it serves, are unique. While there are many "standard" formulas for appropriate deployment, we will work with the City to identify the appropriate deployment for your community. Our experience, technical expertise, and academic background, along with our ability to understand the unique challenges and opportunities faced by your agency and community as well as your values, vision, mission, goals, and objectives, guides our understanding of the appropriate workload distribution.

Response Times

The current national best practice is to measure percent completion of a goal (e.g., 90 percent of the emergency responses) rather than an average measure of emergency call response time. Mathematically, this is called a "fractile" measurement.¹ This is because the measure of average only identifies the central or middle point of response time performance for all calls for service in the data set. Using an average makes it impossible to know how many incidents had response times that were way over or just over the average. Using the fractile measurement with 90 percent of responses in mind, Citygate will evaluate response time performance for single- and multiple-unit calls for service, by priority. This type of analysis is extremely helpful in assessing response coverage and determining appropriate response time goals.

¹ A *fractile* is that point below which a stated fraction of the values lie. The fraction is often given in percent; the term percentile may then be used.

B.3 PROPOSED PROJECT WORK PLAN

Our Work Plan for this Police Department headquarters and facilities siting study for the Riverside Police Department is comprised of six tasks and includes all the services set forth in the RFP. We intend to review our Work Plan and schedule with the City and Department project team prior to beginning work. After obtaining additional input, we will finalize our Work Plan and the accompanying schedule.

Citygate's Work Plan has been developed consistent with our Project Team members' experience in law enforcement management and the many similar reviews we have recently conducted. This Work Plan addresses all items requested in the City's RFP, and includes engagement with City Council members, community stakeholders, City management, and employee associations as outlined in Tasks 1 and 3.

Task 1: Initiate and Manage the Project

Subtasks

- ◆ Develop detailed Work Plan schedule for the project.
 - Citygate will develop a detailed integrated work schedule and final project timeline. These tools will assist both the consultants and City staff to monitor the progress of the study.
- ◆ Conduct videoconference or conference call with City and Department representatives to initiate study.
 - A key to a successful consulting engagement is a mutual understanding of the project's scope and objectives. The senior members of Citygate's team will conduct a videoconference or conference call with Department and City representatives to correlate our understandings of the study's scope, ensure that our Work Plan and project schedule are mutually agreeable, and discuss the on-site interview schedule.
- ◆ Obtain and review City/Department documentation.
 - We will develop and submit a list of all documents relevant to this project, including the City's General Plan; growth forecasts; any appropriate prior studies; Department documentation, including (as available) dispatch data, fleet inventory, facility condition assessments, current personnel, equipment, and other operating costs; and a variety of other information. We will prepare a custom list of needed documents for the study and

establish Dropbox folders for the Department to securely and easily transfer all electronic files. This preliminary step in the engagement ensures that our time on-site is used effectively and efficiently.

- ◆ Meet with City staff and Police administration and conduct on-site interviews with City leadership.
 - To enhance our understanding of the issues at stake in this project, we will schedule an on-site kick-off meeting with appropriate City staff and Police Department administration. We will also interview, as appropriate and directed, the City Manager, Chief of Police, members of the City Council (if desired), and other people in key positions as desired. Optionally, JKA will participate in key leadership interviews. The remainder of staff would be interviewed in Task 3.
- ◆ Ongoing project management.
 - Throughout the entire project duration, we will monitor engagement progress and completion of tasks, including providing monthly written status reports and oral communications, as needed, to Department leadership.

Meetings and Deliverables

There will be one videoconference or conference call during this task to kick-off the project, establish relationships, and set the information gathering into agreement and motion. Chief Davis and Undersheriff Elliott (and optionally, JKA) will also be present one day on-site to interview, as appropriate and directed, the City Manager, Chief of Police, members of the City Council (if desired), and other key positions as desired. This on-site visit will be extended by one day for the on-site facilities review described in Task 2.

Task 2: Police Facility and Services Delivery System Review

Subtasks

- ◆ Evaluate the three existing policing facility uses, operations, and physical locations related to the community they serve.
 - We will conduct an on-site tour of each existing facility
 - We (and optionally, JKA) will conduct a general overview of each facility's size, condition, physical location in relationship to work responsibilities,

City of Riverside, CA

Proposal to Conduct a Police Department Headquarters and Facilities Siting Study

required coordination with other staff, appropriate amenities, and relationship to Department community engagement goals.

- ◆ Conduct a complete deployment review to analyze staffing needs and service demands.
 - We will begin our deployment review with an assessment of community risks and vulnerabilities, including infrastructure, demographics, criminal activity, regional anomalies, and public venues (including entertainment). Our vulnerabilities assessment will also include an assessment of the adequacy of Department technology.
 - We will collect and analyze historical patrol data to document calls for service, response time, and self-initiated activity by beat, shift, and day of the week.
 - This review will consider prior incident response statistics to measure the effectiveness to desired goals, response time criteria, and call prioritization relative to the current deployment plan.
- ◆ Identify appropriate Departmental levels of officer availability.
 - Based on the above data, we will develop a graphical representation of the officer availability by time of day and day of week. The amount of available patrol time generally used by officers for directed patrol, special projects, and community involvement varies from agency to agency. The Project Team will examine the nexus between officer availability and the Department's values, vision, mission, goals, and industry best practices.
- ◆ Perform data analysis.
 - Citygate will rely on the Department to provide a series of reports and data outputs.
 - We know how to assess the accuracy and reliability of data, how to determine relevancy of data in correlation to decision-making processes, how to best convert insights into actionable content for varying analysis, and how to structure actionable content for optimal usability without additional workload for the client.
- ◆ Issue SWOT (Strengths, Weaknesses, Opportunities, and Threats) Questionnaire
 - Assess Department member perceptions and expectations of their services by issuing SWOT questionnaires to employees and, as appropriate, other agency employees who interact with the Department to obtain perceptions of the Department and how it is or is not meeting needs.

Meetings and Deliverables

There will be one day spent on-site reviewing each existing police facility. This will occur on the second day of our first on-site trip described in Task 1. There are no deliverables anticipated for this task.

Task 3: In-Depth Review of Department Functions and Staffing

Subtasks

- ◆ Perform in-depth review of Department, including all the items listed in the RFP.
 - We will further review agency documents to examine current resource utilization, schedules, and productivity/performance measures of major units. Our previous data analysis will be contrasted with deployment strategies and work schedules, as described in this task.
 - We will conduct on-site interviews:
 - To continue to enhance our understanding of the issues at stake in this project, we will interview, as appropriate and directed, Command staff; Managers, Supervisors, and Officers in Charge (OICs) of the Department's Divisions and others responsible for the various units of the Department; representative(s) of the Police Officers Association; and members of City staff who frequently interact with or have an interdependent relationship with the Department.
 - These interviews usually entail the sworn manager (or civilian manager) levels of the organization, and in some cases, supervisory personnel.
 - The Citygate team has found it useful to interview key members of the community who have regular contact with the Police Department and are either positional or informal leaders. We work closely with the client on the selection of these individuals. We anticipate these individuals to include the Chamber of Commerce Director, Superintendents of Schools, and Parks and Recreation Director, at a minimum.
 - Citygate recognizes the importance of professional staff to the overall public safety mission of the Riverside Police Department. As such, we believe it is important to conduct interviews with

City of Riverside, CA

Proposal to Conduct a Police Department Headquarters and Facilities Siting Study

professional staff including, but not limited to, dispatch, records, clerical staff, and volunteers to understand their perspectives.

- Citygate will conduct additional interviews as determined in the kick-off phone meeting with the Department and City representatives. We will also remain available during the project to speak with up to three City and Department representatives by phone if they are unable to be interviewed during our on-site visit.
- Chief Davis and Undersheriff Elliott would like the opportunity, *at no extra cost to the City*, to each participate in an evening ride-along with a patrol officer of the first day of our on-site visit in Task 3.
- Chief Davis and Undersheriff Elliott will attend meeting, coordinated and conducted by City staff, to listen to community ideas, suggestions, and concerns.
- We will perform a detailed review of all core scope of work elements. As part of this review, we will:
 - Determine what, if any, adjustments to policing operations would be recommended to meet both current and projected needs of the City of Riverside.
 - Prepare an analysis of what policing functions the proposed new police headquarters should provide, and estimate the approximate size of both sworn and unsworn workforce needed within the proposed headquarters facility.
 - Make recommendations based on the City size and current growth projections for the type of policing models the City could best implement.
 - Considering current policing operations, future growth rates and population densities, provide general recommendations for locating any new facilities within the City and the approximate size of the work force of any facility recommended.
 - Provide analysis of the advantages and disadvantages of a large single administrative/policing facility versus separate administrative office and policing facilities.
 - Provide recommendations for any emerging technologies and/or trends in policing that may influence discussions today.

- As an option, JKA will develop space needs assessment options for a single administrative/policing facility versus a separate administrative office and policing facility.
 - As an option, based on square footage cost data from comparable projects, JKA will provide conceptual cost estimates for the project alternatives based on the space needs assessment provided.
- ◆ Once the Department review is completed, Citygate will integrate the data analysis, Department goals, deployment strategies, and facilities considerations to build integrated findings, recommendations, and implementation strategies. Our proposal underscores our belief that a thorough evaluation of the size, utility, and location of police facilities in the City is most appropriately informed by a thorough understanding of the current and projected workload. We believe involving JKA at the beginning of the process will result in the best outcome/investment for the City.

Meetings and Deliverables

There will be a two-day on-site visit in this task for Chief Davis, Undersheriff Elliott, and Captain Crane to conduct interviews and attend a meeting to gather community input.

Task 4: Conduct a Mid-Project Review

Subtasks

- ◆ Conduct two mid-project reviews: one with City staff, police administration, and/or others as desired; and a second with the Public Safety Board.
 - Upon the completion of the in-depth Department review and data analysis, we find it productive to conduct a mid-project review before writing the Draft Report. The purpose of this review is to meet with the client to review the preliminary findings and tentative recommendations of the study relating to the ideal staffing, location, and configuration of one or more new police facilities. This will also be an opportunity for the Department and consultants to perform fact-checks and make any mid-course corrections before additional work occurs.
 - The Citygate team will conduct two briefings on the same day regarding our working opinions in using PowerPoint and incident statistics.

Meetings and Deliverables

There will be two on-site meetings on the same day for Chief Davis and Undersheriff Elliott (and optionally, JKA) to review the overall project's initial findings and recommendations, and to fact-check the data on which the findings were developed. Citygate will utilize a briefing delivered in PowerPoint to discuss the highlights of the study to date.

Task 5: Forecast Resource Needs; Conduct Final Service Delivery Models and Prepare Draft Report

Subtasks

- ◆ The entire Citygate team will prepare a Draft Report. In the Draft Report we will:
 - Summarize the strengths of the Department and opportunities for improvement.
 - Present a review of how our approach and analyses were conducted.
 - Describe major findings by facility and work unit service delivery area.
 - Describe recommendations for staffing size and configuration, policing operations, facility location(s), and facility functions.
 - Present an explanation of improvements we identified and our integrated recommendations for their resolution in order to improve operations. This will be presented in the form of an Implementation Action Plan.
 - Describe a methodology for monitoring implementation status.
- ◆ Upon completion of the Draft Report, an electronic version in MS Word will be sent to the City Project Manager for comments using the "track changes" and "insert comments" tools in MS Word. Our normal practice is to review a draft of our report with management personnel to ensure that the factual basis for our recommendations is correct and to allow time for a thorough review. In addition, we take time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated.

Meetings and Deliverables

We will schedule a teleconference meeting with the City Manager, Chief of Police, and others as desired to discuss and fact-check the Draft Report, answer any questions, and agree on elements for the Final Report.

Task 6: Prepare and Deliver the Final Report with Executive Summary and Recommendations

Subtasks

- ◆ The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how our review was conducted, what issues were identified, why our recommendations were made, and how implementation should be accomplished.
- ◆ Prepare Final Report and oral presentation.
 - Based on the results of our Draft Report review process, we will then prepare and deliver a Final Report to the City. We also will make an oral presentation, using PowerPoint, to the Mayor and City Council or a group of the City's choosing.

Meetings

There will be one on-site meeting for Chief Davis and Undersheriff Elliott to make an oral presentation of the Final Report to the City Council or a group of the City's choosing.

B.4 FINAL REPORT CONTENTS

Citygate will produce a Final Report that will:

- ◆ Analyze the efficiency of the current deployment scheme of resources.
- ◆ Analyze the Department's ability to meet the listed standards.
- ◆ Recommend any adjustments to policing operations necessary to meet both current and projected future needs of the City of Riverside.
- ◆ Recommend the general location(s) of any proposed new facilities.
- ◆ Recommend the policing functions the proposed new police headquarters should provide.
- ◆ Recommend the approximate size of both sworn and unsworn workforce needed within the proposed headquarters facility.
- ◆ As an option, recommend space needs assessment options for a single administrative/policing facility versus separate administrative office and policing facilities.

- ◆ As an option, based on square footage cost data from comparable projects, provide conceptual cost estimates for the project alternatives.
- ◆ Recommend, based on the City size and current growth projections, the type of policing models the City could best implement to serve the public.
- ◆ Recommend any emerging technologies and/or trends in policing that may influence discussions today.
- ◆ If required, recommend changes in deployment methods, staffing levels, work processes, rank structure, allocation of resources, beat configuration, and scheduling to meet the current needs of the work units and to optimize service delivery.
- ◆ Provide supporting data and rationale for all recommendations listed in an Implementation Action Plan.
- ◆ Provide supporting statistics and other visual data to fully illustrate the current situation and consultant recommendations. This information shall be provided in both hard copy and computerized formats with an accompanying Microsoft PowerPoint presentation. The higher the quality and specificity of the available data, the more detailed and rich the picture will be of its interpretation. With reliable latitude and longitude coordinates and complete street addresses, maps can be provided which illustrate findings from our analysis.

B.5 STUDY COMPONENTS WITH WHICH THE DEPARTMENT MUST ASSIST

The Department staff have the best capability to collect much of the required data that can assist the Citygate study. Therefore, the Department will assist Citygate with:

- ◆ Providing data and documents describing the organization, services, performance measures, and other information as requested by Citygate, as available.
- ◆ Identifying a single point of contact for this project.
- ◆ Creating a Planning Assessment Team to include a representative cross-section of key Department managers, operational staff, data analysts, and other stakeholders as identified.

B.6 PROJECT SITE VISITS

The following is the proposed schedule of on-site meetings to facilitate the gathering of information for the project and to explain/present the project's findings and recommendations:

City of Riverside, CA

Proposal to Conduct a Police Department Headquarters and Facilities Siting Study

- ◆ Task 1 & 2 – One, two-day on-site visit spanning both tasks to conduct on-site initial interviews, identify additional data/information needs, and conduct a preliminary review of facilities.
- ◆ Task 3 – One, two-day on-site visit to conduct in-depth Department interviews and, at no additional cost to the City, to participate in an evening ride-along with a patrol officer. This trip will also consist of a meeting to gather community input, facilitated by City staff with Citygate attending.
- ◆ Task 4 – One on-site visit to review the initial project findings with the Department and fact-check the data on which the findings are based.
- ◆ Task 6 – One on-site visit to present our Final Report to the City Council or a group of the City’s choosing.

B.7 PROJECT SCHEDULE

Citygate anticipates this project will span approximately six months. Citygate is available to start the project upon contract award. The following is our proposed project schedule, including on-site visits and the expected time of completion for each component.

Proposed Project Schedule

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
1: Initiate and Manage Project	○					
2: Delivery System Review*		○				
3: In-Depth Agency Review			○			
4: Mid-Point Project Briefing				○		
5: Forecasting and Draft Report					○	
6: Prepare / Deliver Final Report						○

○ On-site meeting

* The on-site visit in Task 2 will occur on the second day of our first on-site trip shown in Task 1.

B.8 PROACTIVE PROJECT MANAGEMENT

Citygate will, in collaboration with the Department’s Planning Assessment Team, review and finalize a detailed project Work Plan, the schedule, activities, deliverables, roles and responsibilities, and project benchmarks. These tools will assist both the Department and consultants in monitoring project progress.

Citygate will provide monthly written status reports that describe work performed in the prior month, work scheduled in the upcoming month, and any study issues or project and budget issues.

City of Riverside, CA

Proposal to Conduct a Police Department Headquarters and Facilities Siting Study

This allows our Project Team and the Department to proactively manage upcoming Work Plan components and minimizes the need for and impact of project scope changes. In addition, Citygate has two dedicated project administration staff that assist field consultant efforts and ensure timely execution of project tasks. Citygate's President reviews project progress and work products routinely.

EXHIBIT "B"
COMPENSATION

SECTION G—PRICING

G.1 PROJECT FEES

Citygate's charges are based on *actual time* spent by the consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, and a five percent administrative fee to cover printing, clerical, and support services related to the engagement. Citygate will undertake this study for a "not-to-exceed" total cost based on the proposed project Work Plan, scope of work, and schedule as presented in the following table. Any additional work outside the scope of services described in this proposal, as mutually agreed to in writing as a change order, will be billed at the hourly rate of the respective consultant(s), including any reimbursable expenses plus a five percent administrative fee.

G.1.1 Core Project Cost Summary

Consulting Fees of Project Team	Reimbursable Expenses	Administration (5% of Hourly Fees)	Total Core Citygate Project Amount
\$68,330	\$7,707	\$3,417	\$79,454

The following option is not included in the core project cost.

G.1.2 Option Cost Summary

Option	Cost
Conceptual Space Needs Assessment by JKA	\$16,499
Total with Option	\$95,953

This cost proposal reflects Citygate's best effort to be responsive to the City's needs at a reasonable cost. *If the proposed scope of work and/or costs are not in alignment with the City's needs or expectations, Citygate is open to discussing modification of the proposed scope of work and associated costs.*

Our price quote is effective for 60 days from the date of receipt of this proposal and includes one (1) draft review cycle as described in Task 5 of the Work Plan, to be completed by Citygate and the City within 30 calendar days of the City receiving the Draft Report. Additional Draft Report cycles or processing delays requested by the City would be billed in addition to the contracted amount at Citygate's time and materials rates. When changes are agreed upon, Citygate will provide the Final Report in reproducible Portable Document Format (PDF). The Draft Report will be considered to be the Final Report if there are no suggested changes within 30 days of the delivery of the Draft Report.

City of Riverside, CA

Proposal to Conduct a Police Department Headquarters and Facilities Siting Study

Should the City decide to delay the final presentation in Task 6 after acceptance of the final work products, Citygate will accommodate such a request, but will charge two administrative hours per month to keep the project in suspense until the presentation is delivered. If this causes the billing to exceed the contracted amount, the City will be billed for the additional hours above the contracted amount.

G.2 STANDARD HOURLY BILLING RATES

Citygate's and JKA's hourly rates are as follows:

Classification	Rate	Consultant
Citygate Associates, LLC		
Citygate President	\$175 per hour	David DeRoos
Public Safety Principal	\$225 per hour	Stewart Gary
Police Services Principal / Project Manager	\$175 per hour	James Davis
Police Services Senior Associate	\$175 per hour	Gary Elliott
Police Services Senior Associate	\$175 per hour	Stephen Crane
Statistical and Operational Analysis Associate	\$175 per hour	Eric Lind
Report Project / Survey Administrator	\$125 per hour	Various
Administrative Support	\$95 per hour	Various
Jeff Katz Architecture		
Principal	\$220 per hour	Jeff Katz
Project Manager	\$180 per hour	Christie Hanson Anthony Damon
Drafter	\$120 per hour	Various
Administrative Support	\$80 per hour	Various

G.3 BILLING SCHEDULE

We will bill monthly for time, reimbursable expenses incurred at actual costs (travel), plus a five percent (5%) administration charge in lieu of individual charges for copies, phone, etc. Our practice is to send both our monthly status report and invoice electronically. If we are selected for this project, we will request the email for the appropriate recipients of the electronic documents. Hard copies of these documents will be provided only upon request. We prefer to receive payment by via ACH Transfer, if available.

We request that ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset our start-up costs. This advance would be credited to our last invoice.

EXHIBIT "C"
KEY PERSONNEL

SECTION C—COMPANY INFORMATION

C.1 BUSINESS HISTORY



Citygate Associates, LLC, founded in 1990, is a cause-driven, character-based company dedicated to “The Business of Better Government.” Our Police Services practice conducts staffing studies, organizational studies, performance audits, deployment analyses, master and strategic plans, risk assessment studies, consolidation/JPA feasibility analyses, and GIS for local government agencies throughout the United States.

Citygate also provides services in general management consulting, fire services, animal care and control, community development, strategic planning, organizational development, leadership development, and character-based human capital solutions.

Although Citygate’s headquarter office is located in Folsom, California, we provide services throughout the United States. Citygate has no other offices. Citygate was established on January 1, 1990 as a sole proprietorship. The company incorporated in May 1991 as a Chapter S Corporation and was reincorporated as a Limited Liability Corporation (LLC) in January 2000. David C. DeRoos is Citygate’s President.

Citygate predominantly hires consultants who have more than 25 years of executive public sector experience, hold a master- or doctoral-level degree, and are regarded as leaders in their respective fields. The firm has nearly 50 full- and part-time employees with expertise across the full array of local government functions, particularly fire and emergency services.

The contact information for our headquarters office is:

600 Coolidge Drive, Suite 150
Folsom, CA 95630
(916) 458-5100

Firm Stability

Citygate has no record of litigation, mediation, or arbitration. Citygate has been actively in business since 1990. The firm’s sole owner, Mr. DeRoos, utilizes a business model that provides for adequate adjustments in the volatile public sector consulting industry under both expanding and contracting conditions. Therefore, the firm is financially stable, and will continue to be.

SECTION D—COMPANY PERSONNEL

D.1 REQUIRED TEAM SKILLS

Citygate's team members possess the skills necessary to successfully complete this project, including:

- ◆ Law enforcement deployment principles and practices
- ◆ Law enforcement staffing
- ◆ Law enforcement command and organizational structure
- ◆ Law enforcement performance measurement
- ◆ Law enforcement investigations, special operations, and community risk reduction
- ◆ Dispatch, communications, and 9-1-1 experience
- ◆ Operating and capital budgeting
- ◆ City management and cost-of-services analysis
- ◆ Fleet management
- ◆ Public safety technology
- ◆ Safety and training
- ◆ Professional standards, compliance, and auditing
- ◆ Land use planning
- ◆ Strategic, master, and business planning.

Citygate's team has over 100 years of related practitioner experience, covering every police function in the City's RFP.

D.2 PROJECT TEAM AND ROLES

The qualifications of the Project Team are critical, as it is the expertise and the capabilities of the consultants involved in the project that ultimately determine the success of the project. We have carefully assembled the team members to provide the knowledge, depth, judgment, and sensitivity required to perform this engagement. Please note that the role of each team member is described in *italics* at the end of their biographical paragraph. Full resumes for each consultant are presented in **Appendix B**. Our consultants adhere to the Code of Ethics presented in **Appendix A**. Primary members of our Project Team include the following experienced consultants:

Chief James Davis, MS, Police Services Principal and Project Manager



Chief James Davis has more than 40 years of public safety experience. Having served in every capacity in the El Cajon Police Department, he retired in 2004. Chief Davis led an organization of 312 people with an annual budget of more than \$24 million. He chaired a successful police facility bond measure. Prior to the passing of the measure, employees of his department worked out of four separate locations. Part of the bond measure preparation dealt with documenting department needs including impacts on communication, workplace safety, operational/functional needs and efficiencies, and community access. Due in part to the success of the bond measure, he was asked to co-chair a school bond measure and subsequently served as the Chairman of the *Oversight Committee* for the successful school bond measure.

He went on to consult on regional, state, national, and international issues. He accepted an appointment from the California Governor as the Chairman of the Board of Parole Hearings. He served the administration in that capacity until 2008. As part of his duties as the Acting Executive Officer he began a process for identifying appropriate alternative sites and space needs for a new headquarters building for the Board. From 2008 through 2014, Chief Davis was an instructor and Police Academy Director.

He is a graduate of the FBI National Academy, Police Executive Research Forum's Senior Management Institute for Police, California Command College, and University of San Diego with a Master of Science degree in Law Enforcement and Public Safety Leadership. Chief Davis brings with him a track record and reputation for innovation, creativity, and an ability to design cutting-edge police services. He is currently adjunct faculty for the University of San Diego's Master's degree in Law Enforcement and Public Safety Leadership.

Chief Davis will lead the assessment of police operations and management, perform on-site interviews, co-present briefings, and co-author reports.

Chief Davis can be reached at (619) 921-2979.

Undersheriff Gary Elliott, MS, Police Services Senior Associate



Undersheriff Gary Elliott has 30 years of law enforcement experience. Having served at every level of the Solano County Sheriff's Office, he recently retired as the Undersheriff, responsible for the day-to-day operations of the organization which included over 560 full-time employees and a budget in excess of \$110 million. His experience with the Sheriff's Office includes 18 years on the SWAT Team as a tactical operator, team leader, and commander. He also served in the Investigations Bureau for approximately seven years, first as detective, then as detective sergeant (supervisor), and finally as the Investigative Services Commander. He has investigated, supervised, and/or managed hundreds of criminal cases ranging from low-level property crimes, such as fraud, to complex homicide investigations. Prior to his retirement, Undersheriff Elliott served on two major public safety construction projects including an \$89 million state-of-the-art jail facility in 2014, and a \$25 million 40,000-square-foot re-entry vocational training center in 2019. Undersheriff Elliott also has extensive leadership experience as a commissioned officer in the United States Army Reserve. He retired in September of 2018 after 36 years of service, at the rank of full Colonel.

Undersheriff Elliott will assist with the assessment of police operations, management, workload, and facilities, will co-author the report, and will attend on-site meetings.

Undersheriff Elliott can be reached at (707) 580-5237.

Captain Stephen Crane, Police Services Senior Associate



Captain Stephen Crane has 25 years of law enforcement experience. He served for the Seattle Police Department, the Sonoma County Sheriff's Department, and the Fairfield Police Department, prior to his retirement in April 2019. He has served at the rank of officer, Detective, Sergeant, Lieutenant, and Captain. As a Captain with the Fairfield Police Department, he managed the day-to-day operations of the organization, which included 190 full-time employees and a budget of approximately \$38 million. He also served as the manager of facilities within the Department and oversaw various remodels and facility projects/upgrades within the organization based on Department mission, growth, goals, objectives, and budgets, while collaboratively working with other city departments and contractors. Additionally, Captain Crane served on an organizational committee responsible for infrastructure assessment and identification of current and future program needs for a multi-million dollar Addition/Remodel Feasibility and Growth Infrastructure Assessment for the Department's headquarters facility. He has led and held responsibilities in Patrol Operations, the Emergency Services Unit, the Mobile Field Force team, the Investigations Bureau, the Traffic Unit, the Homeless Intervention Team, the Honor Guard, the Crisis Intervention Team, Peer Support, Code

Enforcement, Crime Prevention, School Resource Officers, the Police Activities League, Volunteers In Policing, Administrative Services, Fleet Maintenance, Personnel and Recruitment, Records, Property and Evidence, Dispatch, Facilities, Budget and Grants, a regional training facility, and the Emergency Operations Center. He has a bachelor's degree in business administration from Sonoma State University and is currently pursuing a Master of Public Safety Leadership and Administration degree at Arizona State University.

Captain Crane will assist with the assessment of police operations, management, workload, facilities, and will co-author the report.

Captain Crane can be reached at (707) 330-9973.

Eric Lind, MA, Statistical and Operational Analysis Associate



Mr. Eric Lind's 18 years' experience spans several industries, including two years in municipal government as a performance improvement analyst. His municipal government experience has largely focused on public safety performance improvement projects. He has developed baseline system-wide EMS response time capability and testing alternative models, reviewed medical priority dispatch systems and dispatch priorities for EMS systems, and improved Public Safety dispatch process flow. He has also performed an administrative performance assessment of civilian police staff, a fire facilities location study, and alternative fire service delivery modeling.

Mr. Lind has used performance improvement and business transformation techniques throughout his career across the globe. He is skilled with developing and conducting statistical research to answer operations questions. He is equally comfortable with survey research. Mr. Lind has two published survey research papers, including one he developed for Rotary International.

Mr. Lind is a Lean Six Sigma Certified Black Belt and has a bachelor's and two master's degrees in international business, each from a different country.

Mr. Lind will provide statistical and mapping analysis and data verification for police incident analysis.

Mr. Lind can be reached at (475) 202-9406.

Chief Stewart Gary, MPA, Public Safety Principal



Chief Stewart Gary is the Public Safety Principal for Citygate Associates. Over the last 18 years, he has performed over 300 organizational and deployment studies on public safety departments and has led numerous police services projects, including for the City of Rancho Cucamonga and the partner Cities of Adelanto, Hesperia, and Victorville and the Town of Apple Valley. Chief Gary is the retired Fire Chief of the Livermore-Pleasanton Fire Department in Alameda County, California. For 15 years, he was a lead instructor, program content developer, and consultant for the Standards of Coverage process. For many years, he annually taught a 40-hour course on this systems approach for fire deployment at the California Fire Academy, and he teaches and consults across the United States and Canada on the Standards of Coverage process. He served as the project manager for Citygate's recent combined police and fire department reviews for Glendale and Surprise, Arizona, and he has led a variety of public safety facilities reviews.

Chief Gary will provide overall project leadership and review reports and briefings.

Chief Gary can be reached at (916) 458-5100 ext. 305.

David DeRoos, MPA, CMC, Citygate President



Mr. DeRoos has 30 years' experience as a consultant to local government, preceded by five years as an assistant to the City Administrator. He earned his undergraduate degree in political science / public service (Phi Beta Kappa) from the University of California, Davis, and he holds a Master of Public Administration degree from the University of Southern California. Prior to becoming a Principal in Citygate in 1991, he was a Senior Manager in the local government consulting division of Ernst & Young.

Mr. DeRoos is responsible for ensuring the project is conducted smoothly and efficiently within the schedule and budget allocated and that project deliverables meet Citygate's and the client's quality standards.

Mr. DeRoos can be reached at (916) 458-5100 ext. 101.

Jeff Katz Architecture, Public Safety Architectural Specialists

JKA j e f f k a t z Headquartered in San Diego, CA, JKA is a nationally recognized design firm and has experience ranging from public safety facilities to military to entertainment and parks and recreation. JKA prides itself on repeat clients and

encourages the direct contact of past clients to inquire about their experiences with Jeff Katz Architecture. Citygate has worked with JKA since April of 2018.

As an option for the City's consideration, JKA will perform a conceptual space needs assessment, including attending key City and Department leadership interviews, visiting each facility and evaluating its condition, reviewing Citygate's data and recommendations, developing space needs assessment options for the City, providing conceptual cost estimates, and participating in presentations as appropriate.

JKA can be reached at (619) 698-9177.

Jeff Katz, AIA, Principal-in-Charge



Mr. Katz has practiced architecture since 1983, working with a multitude of private-, public-, and government-sector clients. He is currently licensed to practice architecture in the States of California, Texas, Florida, Hawaii, Idaho, Minnesota, Colorado, Washington, and Nevada. He has overseen the design and construction of more than 60 public safety facilities. He is SAVE-certified in Value Engineering and is a recognized expert on Americans with Disabilities Act accessibility requirements. He has participated in post-earthquake damage assessment seminars through the State Office of Emergency Services. His collaborative and engaging style, practical and straightforward approach, and over 30 years of proven experience make him a favorite in the Public Safety Facility community.

Christie Hanson, AIA, LEED AP BD+C, DBIA, Project & Design Manager



Ms. Hanson is the Design Manager at JKA and Licensed Architect in the State of California. She has prepared construction documents for public and private sector projects. She excels in building design, photorealistic architectural renderings and manages the Building Information Modeling Process internally and across all team members. Christie is also a certified member of the American Institute of Architects and the Design Build Institute of America.

Anthony Damon, AIA, LEED Green Associate, Project & Quality Control Manager



Mr. Damon has prepared construction documents and provided construction administration for multiple public and private sector projects. Anthony was named one of Engineering and News Record's Top 20 Under 40 Construction Industry Professionals for 2014. Anthony also provides Real Estate Services including financial and operational analysis of various types of commercial, residential, and industrial properties.

D.3 PROJECT TEAM ORGANIZATION CHART

Citygate's Project Team organization chart is shown below:

Project Team Organization Chart

