

FITCH

& ASSOCIATES

CONSULTING SERVICES PROPOSAL

Police Organizational & Workload Study City of Whitewater, Wisconsin Police Department



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January 26, 2024

Daniel A Meyer
Chief of Police
City of Whitewater Police Department
312 W. Whitewater St.
Whitewater, WI 53190

Chief Meyer:

Fitch & Associates (*FITCH*) is pleased to respond to the City of Whitewater's request for proposals for an Organizational and Workload Study of the Police Department.

We have reviewed and incorporated your specific needs into this submission and have organized the information requested for clarity. The *FITCH* team recognizes the importance of this project to the City and Department and will objectively assess and benchmark the performance of each service line. We will identify implementable opportunities for operational and organizational efficiency, effectiveness, improvement, and long-term sustainability based on modern best practices and the distinct characteristics of the City of Whitewater. We propose to use our unique methodology and extensive experience to develop options and recommendations to optimize effectiveness and efficiency in the management and delivery of public safety services.

FITCH has worked on some of the most complicated geopolitical landscapes in the world. Having worked in every continent, and on a wide variety of projects, we understand the complexities that national issues can have on local communities. Modernizing and re-imagining public safety strategies and operations, while maintaining its core values and best traditions, is a delicate and complex task that many progressive communities are facing. *FITCH* has assembled a multi-disciplinary team from first responder agencies, city managers, and public safety individuals from both the United States and Canada. It will take the synthesis of a multitude of opinions and experiences to generate real, innovative, and meaningful change.

Our firm is uniquely qualified to submit this response and perform the work required. Fitch & Associates has provided similar planning and analysis services for over 1,000 clients represented in every continent except Antarctica and in all 50 U.S. States throughout its 30-year history. Our team has wide-ranging technical expertise and experience providing robust organizational reviews of municipal agencies, including an

extensive body of work with first responder agencies. We are also known for delivering accurate reports within the agreed timeframes and budget.

Fitch & Associates' home office is located at the address below. However, each of the consultants are located in their area of residence and/or expertise. All official hard-copy documents can be sent to the office located below.

Fitch & Associates, LLC
PO Box 170
2901 Williamsburg Terrace, Suite G
Platte City, Missouri 64079
Telephone: (816) 431-2600
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FITCH has assembled a diverse and experienced team that will provide insightful and innovative options, customized for your situation, and crafted with your input and needs as paramount considerations.

We appreciate the opportunity to submit this proposal and look forward to talking with you more about how we can provide you with superior services and value.

Kind regards,

A handwritten signature in blue ink, appearing to read 'Guillermo Fuentes', with a stylized flourish at the end.

Guillermo Fuentes, MBA
Chief Operating Officer
Senior Partner

VENDOR'S APPROACH

Our project management methodology is a disciplined and structured approach which will provide a framework for effective management and completion of this project while providing ample flexibility to meet the unique needs of your organization. Key activities are clearly outlined and logically organized to produce specific deliverables within the period. We will review our progress against our work plan on a regular basis to ensure that we are progressing according to plan. Any deviations will be flagged immediately, and appropriate action is taken, through discussion with you, to address any potential issues.

The following figure graphically illustrates the project approach.

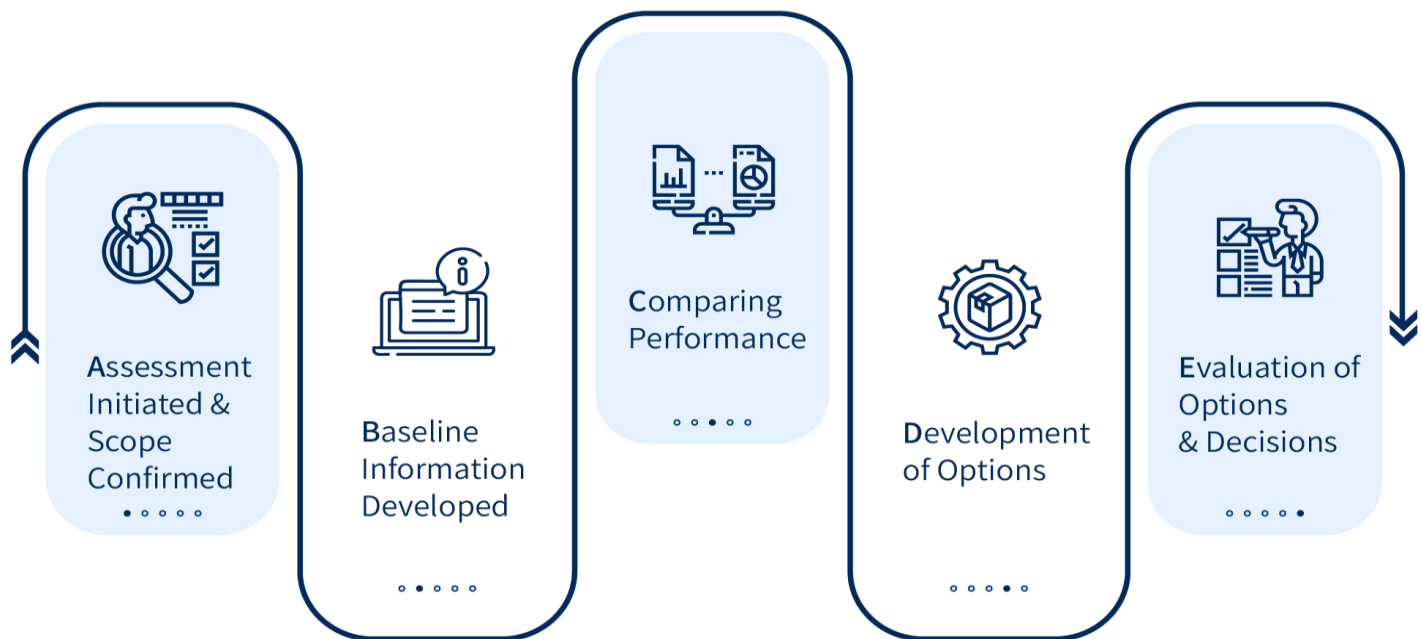


Figure 1 - Project Approach

The phases outlined below include **A**ssessment initiation, **B**aseline information development, **C**omponents and Models, **D**evelopment of responses, and **E**valuation of options and decisions to implement.

A

A kick-off meeting to finalize the work plan and timeline is paramount to a successful study and the ability of *FITCH* to maximize the effectiveness of its team. At the kick-off meeting, an overview of the project's approach will be provided to stakeholders. Any final logistical and scheduling issues will be resolved during this phase.

B

Baseline information is collected and typically includes the following:

- Previous studies and planning documents
- Annual reports and records
- Available response and deployment planning data
- Budgets and expenditure reports
- Relevant performance documentation

Baseline data is collected utilizing an Information and Data Request (IDR) instrument to collect detailed information from the providers, communications center, and stakeholders. This instrument will enable us to access key information about the agency.

C

Comparing Performance to internal and external benchmarks provides a valuable framework for objectively recommending options for improvement.

- Operational Performance & Metrics
- Fiscal Policies and Processes
- Regulatory Environment
- Community Engagement and Effective Initiatives
- Organizational Structure and Effectiveness

D

Development of Options is an iterative process based on reviewing the current situation, organizational capabilities, and the service mandate.

E

Evaluation of Options and Decisions is the stage where the draft report is presented in a briefing. This provides a framework to discuss the findings, recommendations, implementation strategies, and timeframes.

THE CHALLENGE FACING SERVICE PROVIDERS

Local governments throughout the country, including the state of Wisconsin, are facing a new reality in the provision of public services. Allocating fiscal resources to sustain the traditional methods and scope of services provided to the community will almost certainly be a challenge. Concurrently, taxpayers are

increasingly unwilling to increase their contributions to fund the status quo. In this environment, it is incumbent on government to assess efficiency and explore options for the delivery of essential services. While exploring these options it is important to do so rigorously and objectively using an evidence-based approach so that the modeling recommended as a result is transparent, links community expectations and industry best practices, and is defensible. Cities such as Whitewater need to ensure all City Services, especially law enforcement, are positioned well on a 10-year horizon to meet the changing nature and expanded needs of a rapidly evolving populous.

Police Departments at all levels of government are faced with the prospect of fundamental change as never before. Mounting calls for reform underscore the need to be aware of community concerns about bias and transparency to maintain and build on the public trust and confidence that is the essential foundation of all policing. President Biden's executive order containing some important reforms at the federal level was signed on May 25, 2022, and is the most recent evidence of a call for reform that will most assuredly, and inevitably have implications for state and local police. Progressive police departments and municipal governments will be at the forefront in ensuring that sensible, and effective transformation takes place that is in tune with the specific needs and wishes of their local community. The City of Whitewater leads the way by calling for a review and analysis of their current situation and identifying the need for Federal Government assistance with the local policing impact of national issues such as immigration, and its effect on City services. Fitch & Associates stands ready with the experience, expertise, credibility, and diversity to assist the department in effecting substantive change.

We propose a comprehensive review by a team of experts in municipal leadership, police operations, change management, emergency management, and technological innovation. This multidisciplinary and experienced team will assess performance and explore options for the City to operate within funding limitations, while preparing for the agency's future service delivery. These options will be operationally effective, efficient, and sustainable, shaped by the specific risks and priorities identified by the City and the community.

FITCH is uniquely suited for this project. We have reviewed emergency service systems and developed staffing and deployment plans for over 30 years. We have taught multiple approaches for police, fire, and EMS deployment models for more than a decade as part of the Communication Center Manager's (CCM) program we conduct under the auspices of the International Academies of Emergency Dispatch. We have served as a resource for detailed reports on emergency services and are a Strategic Partner of the International City and County Management Association (ICMA). Fitch and Associates has extensive experience developing organizational models, shift and deployment schedules for emergency organizations in a wide variety of

environments. The project plan and methodology that follow details the Fitch and Associate's approach to meeting your requirements.

PROJECT INITIATION, KICKOFF, AND ACQUISITION AND REVIEW OF BACKGROUND INFORMATION

The first step in the process is to conduct a kick-off meeting to finalize the work plan and timeline and is paramount to a successful study and the ability of *FITCH* to maximize the effectiveness of its work teams. At the kick-off meeting an overview of the approach to the project will be provided to stakeholders. Any final logistical issues will be resolved during this phase. It is in this phase that key representatives will review and prioritize items identified by the City/Department and provide an opportunity to refine any specific objectives related to each service area or objective.

During the project initiation and/or first on-site visit, personal interviews will be scheduled with the following key stakeholders.

- Elected officials
- City Administration
- Police and Leadership Team
- Labor Executive Boards (If appropriate)
- Frontline and middle management ranks from the police department

Concurrently, *FITCH* will submit an Information Data Request (IDR) that the Departments will complete within 30 days of project initiation.

ESTABLISHING SERVICE LEVELS TO BE OFFERED

A key component to exploring options or alternatives is to establish the desired service levels. This part of the process will incorporate several elements from stakeholder feedback to establish expectations for service as well as a brief review of the available evidenced-based research related to response times.

Several alternatives will be provided and articulated in such a manner that policy can be transparently adopted with the specific costs connected with the associated desired performance. For example, the fiscal impact will be provided comparing incremental adjustments to performance for both quicker responses as

well as a more measured response. The impact on costs is significant and grows exponentially with the size of the system.

VERIFICATION OF DATA AND DEVELOPMENT OF REPORTING TOOLS

FITCH'S process includes multiple validation and verification checks. For example, when available, the police department's reporting information in their respective Records Management Systems (RMS) will be merged with the raw CAD data. Any variability is explored, shared, and discussed with the system stakeholders. If the data cannot be reconciled, we will meet with the client and agree upon which data set has the greatest value. Finally, recommendations for improvement in data collection or record keeping will be offered, if appropriate.

In all cases, draft data will be shared with the system experts for validation and verification at each critical milestone in the study. All geospatial and quantitative analyses will be balanced with information gleaned from onsite work, direct observations, document reviews, and structured interviews.

Finally, recommendations for reporting tools, methods for capturing targeted data, and intuitive data elements for successful and timely management of system performance and outcomes will be offered.

MARGINAL UTILITY MODELING:

One of the key features of the Fitch and Associates methodology is the application of marginal utility modeling to human resource management. This approach puts into perspective the relative value of additional resources by considering their impact against their cost. Additional or redeployed resources add extra capacity, but there is a point of diminishing returns where their value is outpaced by their additional cost. Public Service Agencies must always balance service provision with the impact of cost from public funds. The Fitch and Associates methodology provides a defensible rationale for adding/redeploying the optimal number of resources to maximize service gains. Any resource allocation and organizational review is about putting the right amount of resources in the right place at the right time. The Fitch and Associates time tested, and comprehensive approach provides a scientific basis to achieve this goal in the way that is operationally effective, reflects the unique needs of the client agency, and balances supply and demand in a cost-effective way.

PROJECT MANAGEMENT AND INTERACTION WITH CITY AND DEPARTMENT

Our project management is a disciplined and structured process. Key activities are clearly outlined and logically organized to produce specific deliverables within the defined period of time. We will review our progress against the work plan on a regular basis to ensure that we are progressing according to plan. Any deviations will be flagged immediately, and appropriate action taken, through discussion with you, to address issues.

As designed, this project will be transparent and highly collaborative. It is essential to the *FITCH* team that the key stakeholders have sufficient opportunity for input and guidance throughout the project. This proposal is assuming a kick-off meeting with the City and Department leadership. As proposed, the *FITCH* team will conduct a minimum of three onsite visits including a formal presentation of the findings if desired. At a minimum, the *FITCH* team will meet with elected officials, police administration, key staff and identified essential stakeholders.

KEY DECISION POINTS

Utilizing our approach, the City /Department will have an opportunity to guide policy decisions at specific milestones throughout the project. Similarly, City staff and key stakeholders will provide guidance regarding the desired system performance objectives. This is a crucial element to a successful system design. Recommendations will also consider best practices, peer comparators, professional association standards as well as the impact of union contracts on the recommendations.

ORGANIZATIONAL STRUCTURE AND JOB DESCRIPTIONS

Currently the Department is led by the Chief along with a two Captains and a Support Services Manager. The organizational Structure includes a Detective Bureau, a School Resource Officer, Community Service Unit, Patrol, Records and Communications.

The *FITCH* team will bring their extensive national and international experience and diverse expertise to carefully review the structure of the Whitewater Police Department. This will begin with an overview of the organizational chart in a position-by-position review, examining the efficiency, cogency, and relevance of the existing division of units, and tasks, reporting structures, span of control and workflow. The Department's

organizational design will be clarified through interviews with key staff and compared with the organizational designs from peer police services and established best practices.

Job descriptions are a key document for the recruitment, appropriate delegation of tasks, supervision, and development of all employees. They are also insightful indicators of the relative work processes and duties undertaken by employees from the various units in the Police Department.

Based on the various job descriptions the *FITCH* team will create process maps will be developed to ensure all procedures and workflows are clearly understood and reflect current practices as these individual work processes work their way through the entire system. The workflow will be analyzed to eliminate duplication, ensure the work streams in a logical progression, and is accomplished in the most efficient way. During this exercise it is commonplace to also identify job descriptions and associated work processes that need to be updated or better explained, that conflict with or contradict another existing job descriptions, or that provide an opportunity for synergy by combining those functions into a more comprehensive process. Next the Whitewater Police Department process maps will be compared with best practices from comparator police departments and recommendations for change will be shared. Those recommendations will be refined with input from the City and police leadership and final evaluated options will be presented. Specifically, the *FITCH* team will include recommendations about possible implications the current structure may have for succession planning, career development, efficiency and value added for the department.

The findings from the review of the organizational structure will be coupled with a thorough understanding of the workload, as described later in this proposal, to identify the demand for service, and the minimum and optimal amount of staff to meet that demand will be recommended.

COMPARABLE AND NEIGHBORING MUNICIPALITIES

The public and community leaders often draw comparisons with nearby agencies to try and put operations and police spending into context. At times, these comparators may be unsuitable because of the unique challenges in a particular environment, or because many of the operational variables are different. *FITCH* will perform a comparative analysis utilizing cities defined in consultation with the Department that are fair comparators with Whitewater and most closely mirror its unique characteristics. The scope of that analysis will include a review of best practices and quantify comparison variables defined in consultation with the client.

FRONTLINE WORKLOAD CALLS FOR SERVICE ANALYSIS

Front line patrol is the core function of the Police Department, and it is foundational to all the other aspects of the workload to understand it. The *FITCH* approach yields a detailed understanding of the current demands on the front line and will form the basis to make evidence-based recommendations about options to better meet the work requirements. Frontline Workload for Police Departments can be thought of as encompassing 4 broad areas:

- Reactive Workload
- Proactive Workload
- General Patrol
- Administrative Time

Demand for Service – The Reactive Workload:

The reactive workload is comprised principally of the calls for service information. Collecting objective data from CAD and other sources is a central element of this phase of the project. This is supplemented with further interviews with key stakeholders, analysis of relevant data sets and direct observation. Fitch & Associates will analyze the current baseline information to determine the status of the police service provided.

Call Frequency, Type, Duration:

The demand for service by type of call and time-of-day, day-of-week, and week-of-year patterns is a key element of this analysis. The frequency and patterns of particular call types and priority levels, as well as the average time on call from when it is received to when it is cleared is all information that will need to be gathered. The analysis, depending on data quality, will also yield a depiction of the most frequent call types, as well as the call types that typically take the longest to resolve from dispatch to clear. This analysis helps to illuminate calls that significantly take away from officer availability. To supplement the data, personal interviews will be conducted with junior and senior officers to determine the most problematic, time-consuming calls, and explore strategies to provide more support for these particular call types.

The calls for service data set will provide multifaceted information about the reactive workload including call patterns, call complexity, queue time, officer availability, time on call, need for follow up by investigators, etc.

Below are some sample representations of some types of reactive call data, it is not intended to be an all-inclusive depiction of the reactive calls for service analysis.

| Time Segment | Calls For Service | Percentage of Calls |
|--------------|-------------------|---------------------|
| 0600-0859 | 6,704 | 6.8% |
| 0900-1159 | 13,318 | 13.4% |
| 1200-1459 | 15,024 | 15.2% |
| 1500-1759 | 16,548 | 16.7% |
| 1800-2059 | 15,399 | 15.8% |
| 2100-2359 | 14,356 | 14.5% |
| 0000-0259 | 11,255 | 11.9% |
| 0300-0600 | 6,291 | 6.7% |

Figure 2: Calls for Service by Time Segment

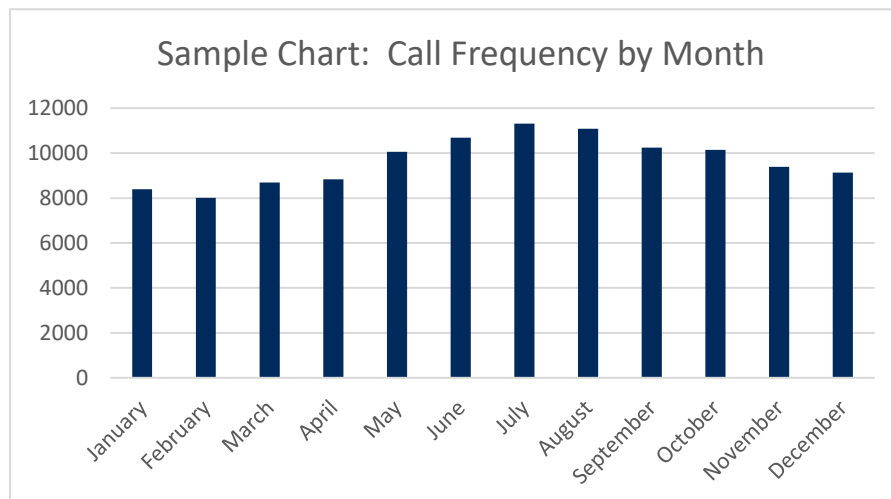


Figure 3: Sample Chart - Call Frequency by Month

| Sample Chart Call Frequency and Duration by Patrol Area | | | | | | |
|---|-----------------|------------------------|---------------------|------------------|----------------------------------|--------------------------------|
| District | Number of Calls | Time on Calls in Hours | Front-Line Officers | Percent of Calls | Percent of Overall Time on Calls | Percent of Front-Line Officers |
| 1 District | 39,200 | 62,847.35 | 92 | 38% | 40% | 30% |
| 2 District | 24,042 | 38,545.88 | 60 | 24% | 24% | 20% |
| 3 District | 14,441 | 15,951.91 | 40 | 14% | 10% | 13% |
| 5 District | 7,798 | 11,558.48 | 32 | 8% | 7% | 10% |
| 6 District | 4,951 | 9,184.93 | 24 | 5% | 6% | 8% |
| 8 District | 8,981 | 14,080.85 | 32 | 9% | 9% | 10% |
| 9 District | 2,380 | 5,740.60 | 25 | 2% | 4% | 8% |

Figure 4: Sample Chart - Call Frequency and Duration by Patrol Area

The calls for service analysis may also identify particular call types, victims, or crimes that are disproportionately impacting patrol resources and need to be reviewed to see if additional resources are needed, or if the method for dealing with the calls needs to be altered. The *FITCH* team will offer options with the associated benefits and risks of each approach to resolving these aberrant call types. With input from the City, the *FITCH* team will also select peer city comparators to put the workload data into context.

In many police departments, the number of officers also varies with the time of day, day of week, month of the year or by location in the City. It is also useful to compare calls overall to deployment to get a calls per officer ratio to use as a common denominator when comparing these different deployment sectors to one another or comparing the Whitewater PD to other police departments. The consultant will compile 5 years of ‘calls per officer’ data to illustrate the per capita workload changes over the period. It also serves as a baseline measure when considering the work impacts of population growth and municipal development in future years.

Queue, Travel and Response Time:

To obtain a comprehensive picture of the reactive workload it is important to consider how that workload affects response time for priority calls. Even in areas where the reactive calls for service demands are relatively low, it will still be necessary to maintain a certain number of resources to be able to respond to serious calls in a timely manner. Response time to in progress priority calls has long been an important benchmark of adequate staffing. There are three related measures that must be taken into account.

First is queue time, which measures the amount of time it takes dispatch to receive process or partially process the call information, and then dispatch officers to the call. This may include call stacking time based on the Department dispatch processes.

The second component is the actual travel time that it takes for the officer who received the call to arrive at it. Many factors in the environment, including geographic features and traffic patterns, influence travel time.

The sum of queue time and travel time is response time. This is the measure from the perspective of the caller that it took for the police to arrive at their call.

Target queue, travel and response times for priority calls will be determined in consultation with the City and Police Department officials, and further informed by best practices from comparator police departments. Below is a sample of how response times are calculated and tracked to allow the Department to set standards and benchmark performance.

| | Call Type | 2019 | 2020 |
|-----------------------------------|------------|----------|----------|
| Median | Priority 1 | 00:01:23 | 00:02:08 |
| | Priority 2 | 00:02:43 | 00:03:35 |
| | Priority 3 | 00:09:07 | 00:10:45 |
| 60th Percentile | Priority 1 | 00:03:58 | 00:02:27 |
| | Priority 2 | 00:12:09 | 00:04:27 |
| | Priority 3 | 00:55:39 | 00:18:21 |
| 70th Percentile | Priority 1 | 00:05:46 | 00:02:49 |
| | Priority 2 | 00:17:35 | 00:05:53 |
| | Priority 3 | 01:15:31 | 00:31:40 |
| 80th Percentile | Priority 1 | 00:07:52 | 00:03:14 |
| | Priority 2 | 00:23:56 | 00:12:54 |
| | Priority 3 | 01:38:46 | 00:56:19 |

Figure 5: Sample Chart – Response Time by Year

Response time for priority calls serves as an important benchmark metric for police resource allocation studies. Response time compliance is an independent risk value for emergency services. It is predicated on having available vehicles strategically placed throughout the communities so that when an emergency call does occur in that community, the vehicle is available to respond and is close enough to the incident to have a positive outcome. Thus, the notion of emergency response is a sum value of vehicles required to respond to calls and vehicles required to achieve response time compliance.

Total vehicles required for emergency calls = (call volume X average time on task) + vehicles required to achieve response time. To determine where resources need to be positioned to achieve these performance goals, we turn to geospatial analysis.

Geospatial Analysis

Overlaying call response data with a geographic layer to cross reference call and officer availability information is the next step in the process. The geographic analysis determines the location of incidents to identify the most effective placement of resources for an effective response time, this is crucial for the analysis of deployment efficiency. Geographic analysis uses geography and mathematics in a combined approach to visually and thoroughly achieve analysis that cannot otherwise be accomplished. In specific terms, it allows for call data to be cross-referenced with geography so that some observations/conclusions can be drawn. The geographic analysis assists in depicting the total reactive workload and compares the demand to the way area patrol beats are organized and the available officers are deployed. The combined geographical and calls for service information may also suggest alternate patrol area layouts to respond to calls more efficiently.

Further to this, the crime information can be overlayed with data about population density, trends in residential and commercial development, current deployment beats and other data to add context and insight into the calls for service patterns. Current and future development and population trends can also assist in predicting future demands and deployment needs. A sample of what a geospatial analysis of calls for service and positioning of officers for response times can offer as a dataset is shown in the next two figures.



Figure 6: Geospatial Analysis

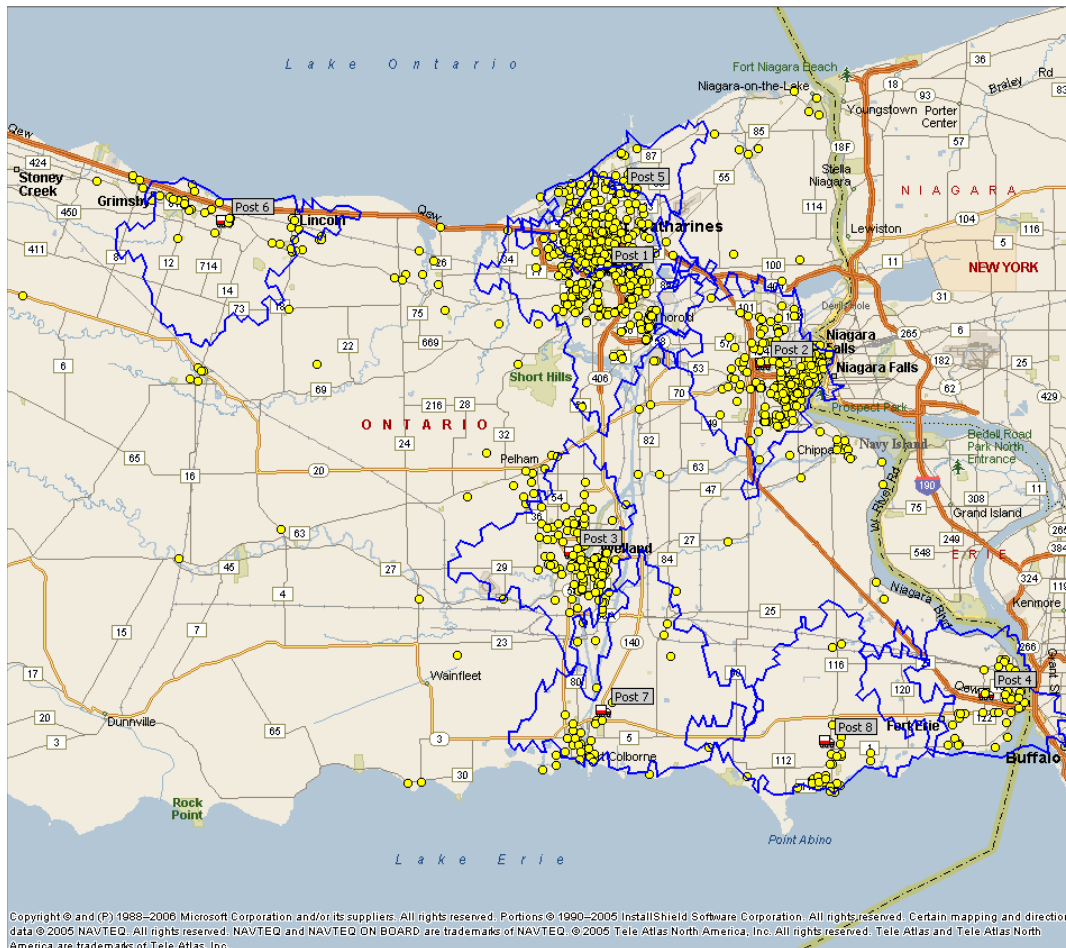


Figure 7: Geospatial Analysis

Mandate Analysis:

The last step in analyzing the reactive workload is to examine the full range and variability of the types of calls that officers are responding to. In many instances the police are one of the few municipal services who are available 24 hours a day 7 days a week and so become the public's call of first and last resort to deal with many issues. Often an analysis of call types will reveal certain activities or responsibilities the police have assumed that could be more effectively and/or economically dealt with by another municipal or private service provider. In other instances, the analysis may suggest a hybrid approach where the police could work synergistically with another entity to solve a community issue more thoroughly and permanently than either agency could do in isolation.

The analysis may also indicate that certain roles being performed by fully qualified and trained officers in the department could more efficiently and economically be dealt with by civilian employees, specialists, or technicians. This review of call types and responsibilities will assist the City in clarifying and refining their vision for the Police Department and their role in the community at present and into the future.

Proactive Workload:

Reactive policing in response to calls for service, however, is only one part of the total frontline workload. In addition to the calls for service information, CAD and other data can also assist in depicting the proactive activities of officers. These can include traffic enforcement, citizen contacts, premise checks, foot patrol or any other self-initiated policing activities that are captured in the CAD system or in other records. Most deployment models will want to have time built in at appropriate times of the day for proactive activities to take place. Department expectations of what the role of the officer is in the community, and what the core job functions are, greatly impact the proactive activity workload. Police departments that emphasize community outreach, engagement, and problem solving as part of the core responsibilities of frontline police officers typically have an enhanced need for officers to be available during the times when those community engagement activities characteristically need to occur i.e., 9:00 a.m. to 9:00 p.m. Typically, these are proactive activities that allow officers to focus on Department and Community priorities. Additionally, as part of the analysis, *FITCH* studies the proactive patrol strategies and community policing approaches and quantifies the effectiveness of each.

The department's requirements around proactive activity will form an important component in comprehensively depicting the total officer workload. Realizing that all proactive activities may not be sufficiently captured in the CAD system, especially while so many of them happen during the time officers are simply marked "available/ in-service", the *FITCH* team will conduct interviews with a subset of frontline officers in order to understand the types of proactive activities that are occurring undetected by the system. Recommendations may flow from these analyses to recommend practices to better record and quantify proactive time initiatives.

Patrol:

One of the important measures of workload and capacity utilized in the *FITCH* methodology is to also account for demands on officer time outside of calls for Service demands. As a baseline it is essential to have a sense

of how many officers are engaged in general patrol (i.e., not assigned to a call, an administrative detail, or proactive self-initiated police activity) at a given time.

Available officers on undirected patrol are poised to respond to priority events, (as described in the response time section of this proposal). In addition to emergency response capacity, general patrol as a consideration in the workload provides visibility which contributes to creating a subjective sense of safety (especially important for City Centers, entertainment districts and tourist areas). General Patrol also is desirable to provide a deterrent to public disorder and crime.

Having units available for emergency response is an important aspect of effective deployment. There is obviously a ceiling on the optimal number of available officers at a given time. A superfluous number of officers at a particular time, or a shortage of available units at a given time, indicates a mismatch between the workload and the deployment.

Administrative Time:

There are several realities that take away from police officers being available to take calls, patrol and do proactive activities. These include lunches and breaks, vacation, training, sick time, on duty court appearances, on duty injuries, vehicle maintenance, meetings etc. A comprehensive picture of workload must include the impact of these administrative tasks on the deployed staffing to accurately gauge the efficiency of the work shift, and deployment pattern. In some studies, it has been discovered that administrative time may take up 30% - 40% of officer availability. When thinking about adding officers to an area or task it is important to factor in lost time in order to have a comprehensive picture of availability. For example, if two officers were required full time for a particular task, the administrative time analysis may suggest that it is necessary to assign three officers to ensure that two are always available. Administrative time analysis also may present areas to highlight to explore options to increase efficiency, interject technology solutions to speed up manual processes, civilianize/outsourcing repetitive/specialized work or change a process entirely.

Optimal Beat Configuration:

Analysis of current deployment beats will determine their current and future appropriateness and may suggest the need for adjusting or adding resources to meet current and future demand. The reactive workload data, compared with the geospatial analysis, response time information, and proactive patrol expectations can be

compared to current deployment practices and reveal a very comprehensive picture of ideal deployment. Future municipal growth pattern projections can be overlayed to further inform and predict the impending needs of the community. The *FITCH* team utilizes our proprietary marginal utility model to engage communities in their understanding of the balance between response time performance, the community's willingness to assume risk, and the costs associated with comparative service levels. In this transparent dialogue, community policy can be clearly derived that meets the best balance between community expectations for service, costs, and outcomes. The result is an optimal and practical number of available resources are identified and positioned.

DEMOGRAPHIC AND ENVIRONMENTAL IMPACTS

Once a comprehensive picture of the demand for service is gathered, Fitch and Associates will consider community growth patterns, population projections, demographic shifts, calls for service trends, as well as other local, state, and national trends, to project deployment and workload from current state forward into the future. This projection will look at the Department organizational chart, deployment, staffing and shift requirements for all of the Department's frontline, investigative and specialty units to maintain desired service levels in response to the changing operational environment, the future vision of the Department, operational options to be adopted, and future trends.

In particular, for the City of Whitewater Fitch will consider and quantify the workload impact associated with the influx of 800-1000 immigrants of varying legal statuses into the community since 2022. These new immigrants add diversity and productivity into the community but there are, in many cases, specific impacts on police workload. Impacts to consider include the need to communicate effectively with this primarily Spanish speaking group, many of whom have an inherent distrust of police in their native countries, and the strain on resources of a sizable and sudden increase in population has on police demand. The added demand on police resources, and the types of community engagement strategies required as this new group establishes themselves financially and socially during the process of assimilation into the larger community, is an essential consideration for this study. It will be instructive to examine any changes to calls for service volume, call types and proactive activities, that occurred after the influx of new residents to determine the overall workload influences.

EVALUATION OF WHITEWATER POLICE DEPARTMENT 911 AND DISPATCH CENTER

FITCH has extensive experience and a specific methodology for analysis of the 911 Centre. A specific and detailed description of our unique approach follows below. All or some of these methodological steps may be required depending on the operational model and workload of the current unit.

The Dispatch and Communication's center represents an essential hub of activity for any emergency response agency. In 2022 the Whitewater dispatch unit processed in excess of 500,000 calls for service. *FITCH* will use an evidence-based approach to assess the performance of the Dispatch and Communications Operations.

The first component of the analysis involves looking at the current state and mission of the communications center, its staffing strategy and call taking methodology. Does the center handle calls for one agency or one type of agency or for several agencies or types for first responders i.e., Police, Fire, and Ambulance? Is the center staffed with sworn or civilian staff? Does the center use an algorithmic method to process calls, a freestyle method or something else? What shift schedule is followed?

Computer Assisted Dispatch (CAD) data is a rich source of information about the performance of the call center. *FITCH* will analyze the data to assess:

- Call volume
- Call answer times
- Call completion rates
- Call abandonment rates
- Temporal patterns of call volume by day of week and hour of day
- Call processing times for different priority categories

The authenticity of the data will then be verified by comparing it to any parallel systems such as the Records Management System and then gather qualitative context through focused discussions with staff to garner a deeper understanding of what the patterns in the data represent. The resultant dataset will indicate peak periods, and areas for improved performance.

That performance will be compared to benchmarks and best practices established by agencies such as the National Emergency Number Association (NENA), International Academies of Emergency Dispatch (IAED),

Association of Public Safety Communications Officials (APCO) to again evaluate the performance of the Whitewater Dispatch and Communications Operation with those comparator agencies and metrics.

The *FITCH* team will then bring their years of consultancy experience as well as their real-world experiences in Emergency Service Environments to develop options and alternatives related to.

- Staffing
- Call taking methodology
- Work schedules
- Use of targeted technology to improve efficiencies

Each option will come with its own advantages and challenges and those pros and cons will be fully identified as part of the recommendation, as well as an evaluation of the risk and reward associated with each option.

FITCH's unique marginal utility approach will also illustrate the relative value of each option with the realization that all emergency service providers must spend tax dollars judiciously and strategically to achieve the maximum benefit.

Finally, *FITCH* will assist the dispatch center to develop metrics, and dashboards to monitor the progress being made from the baseline, and hence quantify the improvements made in service. *FITCH* will also assist with the development of a quality control program to measure compliance with any operational changes made and to ensure the quantitative improvements are accompanied by improvements in the quality of the call taking as well. *FITCH* has wide-ranging experience in transforming dispatch and communications centers into state-of-the-art facilities that lead the way in innovation and best practices.

The project's goal is to assess call-taking and dispatch services within the Communications and Dispatch Centre and determine if there is the right staffing level, better methodologies, and / or technologies available – Best Practices – to deliver these services. To achieve that goal, we employ two methodologies – quantitative and qualitative. The qualitative analysis will provide an objective assessment of the current environment to develop a clear baseline using advanced descriptive statistics. These descriptive statistics will also provide the foundation for advanced modeling which will allow for required staffing needs, by hour of day, for various levels of performance. The methodology for this modeling is explained in more detail below.

Qualitative methods will be employed to capture system characteristics and desired performance not otherwise available from quantitative methods. We will work with stakeholders to shape the components of

an ideal future state for emergency communications, and then develop specific recommendations that can be used for immediate system enhancements, continuous improvement, and an objective evaluation of success.

The following is a high-level overview of the proposed process for completion.

Objective Assessment of the Current Environment

FITCH will employ a structured and valid approach to address industry Best Practices. The graphic diagram below describes the typical process *FITCH* utilizes when undertaking a 9-1-1 emergency communications center project. This highlights the relationship of the components of a dispatch system and demonstrates the complexity of activities required for the ultimate goal of the system—rapid positive outcomes. The *FITCH* proposed project examines all the highlighted components in the context of the unique circumstances of the Whitewater system. Through this method, *FITCH* will identify opportunities for improvement across all service areas.

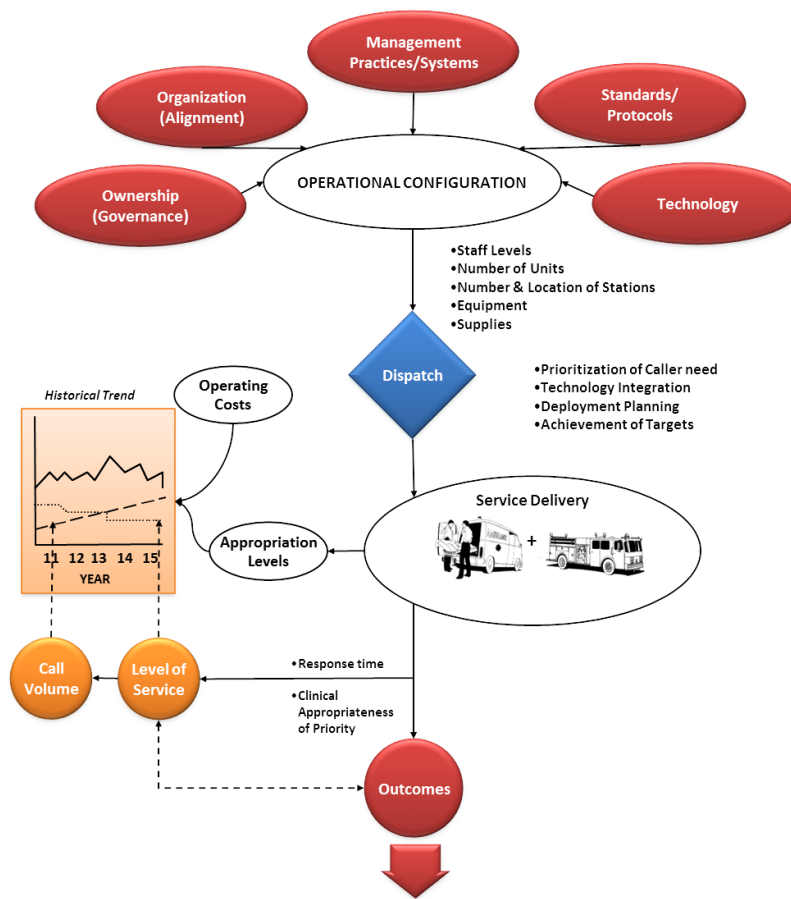


Figure 8: Current Operational Environment

To develop an optimal future state, a broad understanding of what exists and how it benchmarks to best practices is a foundational step. The research-based assessment model we will utilize is an objective process that engages stakeholders.

Our profession-specific review framework incorporates six major areas of inquiry including processes review, operational performance analysis, technology assessment, regulatory/legal environment examination, community issues and system structure issues. The framework acknowledges that state, regional and local government entities, public safety agencies, taxpayers and many others must work together in order to provide the highest possible level of quality within available resources. The following points present the elements that are typically covered within the course of a communications center review.

Communications Center Processes Review

| | |
|--|---|
| Protocol/procedure development process | Quality (QI) and measurement systems |
| Quality of performance (e.g., as measured by reasonable conformance to protocol) | Caller interactions |
| Initial training and continuing education | Certification and licensure requirements |
| Use of supervision | Agency specific dispatch procedures |
| Physician involvement - if EMD | Specialized procedures (e.g., NIMS, CISM, etc.) |
| Audit/review process & use of findings | Accreditation(s) |

Operational Performance & Utilization Metrics

| | |
|---|--|
| Call volumes and trend analysis | Organizational structure and human resource leadership |
| Identify call mix and acuity levels by discipline | Level of services provided to various organizations (including ancillary and support services) |
| Temporal (distribution pattern) analysis | End user (stakeholder) issues |
| Workflow & process mapping | Policies and procedures |
| Determine processing times | Deployment and move up plans |
| Identify time-on-task | Automatic and/or mutual aid plans |
| Staffing plans, staff loading and distribution analysis | Key performance indicators and scorecards utilized |
| Performance requirements and compliance | |
| Workforce and labor issues | |

Technology & Facilities

| | |
|--|--|
| Inventory current technologies | Review proposed technology enhancements |
| Determine current technology capabilities | Review physical facilities & facilities related issues |
| Analysis of technology integration and contribution to performance | Staff satisfaction levels |
| | Emergency Operation & Alternative facilities |

Regulatory/Legal Environment Examination

| | |
|-----------------------------------|---------------------------------------|
| Contracts/Interlocal agreements | Other agreements. (e.g., Joint Powers |
| Accountability | Agreements, etc.) |
| State legislation and regulations | Mutual aid |
| Local regulatory requirements | Municipal regulations and ordinances |
| | Other communities' experience |

Community Issues

| | |
|-----------------------|--------------------------------|
| Community involvement | Awareness levels |
| Expectations | Historical satisfaction levels |

System Structure Issues

| | |
|--|--|
| Legislative issues | Legal and administrative authority |
| System management and services | Financial analysis |
| Inter-agency coordination | Service description and relationships |
| Organizational structure options | Potential enhancements inventory |
| Interest of other agencies in future integration | System design issues |
| | Leadership and organizational governance |

Collaborative Approach

FITCH proposes to use a collaborative approach that will blend local knowledge with information provided by subject matter experts in a highly defined process to achieve the study objectives. The team approach is illustrated in the figure below.



Figure 9: Collaborative Approach

Four Component Work Plan

There are four distinct components generally needed to accomplish the work on a project of this scope. These include:

Component 1—Initiation, Data Collection and Baseline Assessment

The work steps in this component are designed to confirm the project schedule and deliverables and to initiate information-gathering procedures.

Level “1” Interviews will include individual meetings with key stakeholders including Senior ECC Leaders & Board Members, Communications Center Director/Manager, Budget/ Finance Directors, Human Resources and Police and Fire Chiefs.

In this component, we also consult with individuals at various levels of the organization including:

Level “2” – Supervisory staff from GPD Dispatch Center, shared service (e.g., IT or MIS) representatives, labor unit leadership, and other key stakeholder representatives.

Level “3” – Observations and interviews in the Emergency Communications Center.

We utilize an Information and Data Request (IDR) instrument that addresses key items outlined in the assessment process above. This is a standard tool that has been used in other organizations and will allow us to compare results from Whitewater's dispatch operations to those of similar organizations.

During this component, we also conduct other key data collection activities including the technology/facilities assessment and gap analysis; initiate the employee and key stakeholder on-line surveys; and review staffing and budget information required to establish a clear understanding of "where we are."

The data requested will include phone, radio, and CAD data to appropriately assess the required time on task for supporting field operations, and therefore the required staffing to assess the correct number of intake/outgoing processes and to measure performance. A combination of mathematical queuing theory modeling and quantitative statistical analyses will be utilized to assess capabilities, technology, infrastructure, staffing, and performance.

Component 2 – Conduct External Benchmarking: Analysis – Impacts & Trends

In this component, we will outline best practices and compare the current performance to those practices. The call processing workflow is broken into its essential components as reflected in the figure below. In addition, we will access our extensive North American database of best practices to supplement our review and articulation of opportunities for improvement.

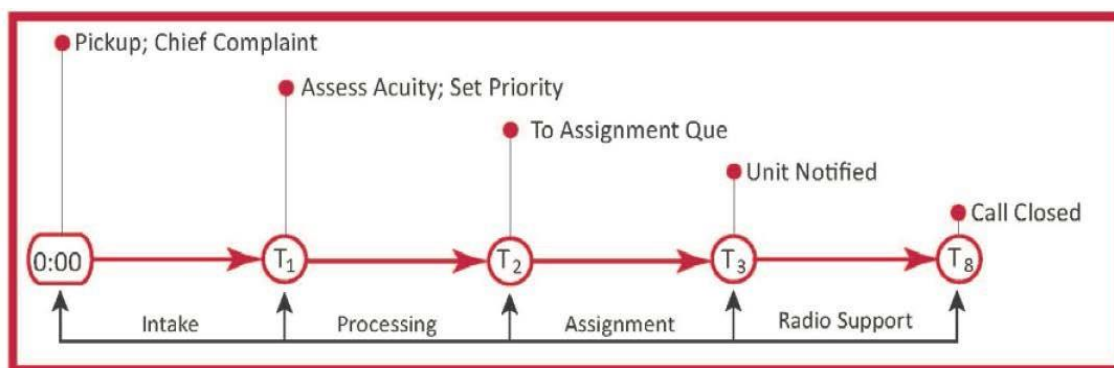


Figure 10: Call Flow by Dispatch Process

There are four steps: Intake, Call Processing, Assignment and Radio Support.

Two organizations, the National Fire Protection Association (NFPA) and the National Emergency Number Associations (NENA), set standards for emergency call answering and/or call processing. NFPA standards on dispatch (NFPA 1225) define both the flow of calls and the allotted time for high-performance dispatching. A summary of relevant standards regarding the dispatch process and performance is provided in the tables below.

| NFPA 1225 Section | |
|-------------------|--|
| Section 15.4.1* | Ninety- percent of events received on emergency lines shall be answered within 15 seconds, and 95 percent of alarms shall be answered within 20 seconds. |
| Section 15.4.1.1 | Compliance with 7.4.1 shall be evaluated monthly using data from the previous month. |
| Section 15.4.3 | Call processing time shall include the time from the call answer to initial notification of the responding ERU(s) [emergency response units]. |
| Section 15.4.4 | Emergency alarm processing for the highest prioritization level emergency events listed in 15.4.4.1 through 15.4.4.2 shall be completed within 60 seconds, 90 percent of the time. |
| Section 15.4.4* | For law enforcement purposes, the AHJ [authority having jurisdiction] shall determine time frames allowed for completion of dispatch. |

Figure 11: NFPA 1225 Dispatch Standards¹

¹ NFPA [2022]. National Fire Protection Association, NFPA 1225: Standard for Emergency Services Communications Systems. Quincy, MA: National Fire Protection Association.

NENA standards are consistent with NFPA 1221 with some additional detail, as noted in the table below.

| NENA-STA-020.1-2020. ² | Standard |
|---|----------|
| <p>Section 2.2.1 Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) SHALL be answered within (\leq) fifteen (15) seconds. Ninety-five (95%) of all 9-1-1 calls SHOULD be answered within (\leq) twenty (20) seconds.</p> | |

Figure 12: NENA Call Taking Operational Standards

Other sources, such as research studies from secondary sources, etc., will be used to document other external trends and issues and their relevance to the future provision of communications services in your community. During this component, we also meet with the project manager to review the draft data report and ensure the descriptive statistics represent the system’s current level of effort and performance.

Component 3—Define Future State Options

The definition of the future state represents a critical step in the process. In this component, all of the information that we have been gathering in the previous components and supporting analysis will be consolidated into a background summary that outlines the key issues and asks critical questions. In this component, pros and cons of service improvement options will be articulated and mitigation strategies will be offered. In this phase the *FITCH* team will look at alternative options and articulate the benefits and challenges associated with each. Backup centers are discussed and suggestions on how to achieve “real time” redundancies are explored. An order of magnitude of costs will be described to facilitate decisions related to plan components and timing for implementation. Funding sources are explored, and potential new sources are discussed in order to develop a sustainable cost-effective model.

Component 4—Report Results

The deliverables from Components 1 through 3 will be consolidated into a comprehensive planning summary. This step will identify and prioritize key activities, assign responsibility for each initiative and define the

² NENA (2020) Standard for 9-1-1 Call Processing. NENA-STA-020.1-2020.

timelines and resources required for the implementation. The draft project summary will be reviewed at a final project manager meeting with a final plan issued.

STAFFING IMPACTS AS A RESULT OF WORKLOAD ANALYSIS

This thorough evaluation of the data about calls for service, calls response times, geospatial information (combined with population demographic and growth statistics) will be further informed by interaction with members performing the front-line work and the Police Department's current and future vision to fully comprehend the existing and future demand for service. This will be combined with an understanding of the workload of the other units of the department that provide support to the front line including investigative and civilian units and an awareness of the future needs of the Department for training, succession planning and continuity. The first step will then be to review how the various units are organized and staffed to make recommendations to improve efficiency, performance, and economy. These recommendations will be based on best practices and may include the addition of new specialized units to meet the needs of the City.

The next step is the look at how the police are currently deployed by geographic area, time of day, day of week, etc., to determine if the supply of officers is capable of meeting the demands of the workload and the community expectations of performance, and to achieve staffing to have a capacity to answer calls in a timely manner to have an emergency response and proactive patrol capacity that meets the needs of the community now and into the future. The goal is to have the right amount and kind of resources, in the right place, at the right time. Next is how to organize and staff relevant support services to ensure efficient service delivery for the City.

An inclusive model can then be determined which will meet the demand for service with a plan that normalizes the ideal amount of officers, with the most efficient deployment of those officers in terms of beat configurations and shift schedules.

The analysis will indicate times when the police may be understaffed to meet the demand, or overstaffed based on the workload, and provide alternatives to reach a better fit by exploring options for operational methodologies, shift patterns, adding/repositioning staff, or changing the configuration/staffing allocation of beats. This analysis will include recommendations reflecting the number, span of control, and organizational structure of supervisory and managerial positions to provide effective guidance to the frontline and support units.

The *FITCH* team will recommend a range of staffing levels from minimally adequate to optimal, with our signature marginal utility modeling to assist in gauging the relative cost versus effectiveness of various levels of staffing. *FITCH* will also incorporate population growth projections into the analysis to depict incremental additions to staffing necessary to keep pace with demands associated to the future annexation of neighboring areas, as well as organic community growth and development of nearby infrastructure that will add to the need for police services.

IT DEPARTMENT NEEDS AND CAPABILITIES

Evidence-based policing is heavily reliant on accurate and timely data to efficiently deal with emerging crime and disorder trends. A robust crime analysis capacity is also an essential tool for modern police agencies. The exploding availability of data from smart phones, security cameras, and other electronic devices has given rise to real time operations centers, and other hubs of information. Seamlessly and harmoniously weaving this function into the reactive front-line workload and dispatch operations is both an emerging challenge and a significant opportunity for increased effectiveness. The Fitch team will examine the department's current capacity to capture, process, analyze and preserve data and records, and evaluate the operational impacts current and potential. Recommendations drawn from cutting edge police agencies, and other emergency services who routinely manage big data, will be shared regarding types of data, usage, data sharing and retention.

A key to providing efficient and cost-effective service is to leverage leading edge technology to improve the proficiency of administrative processes, also making strategic use of operational tools where, and how, they make the most sense and provide the most value. The analysis will evaluate current state and alternatives available demonstrating operational and budgetary impact of each alternative. Fitch's unique marginal utility methodology will assist in identifying the relative value of any technology additions/improvements within the context of cost and performance improvement.

COMMUNITY ENGAGEMENT AND ACTIVITIES TO SUPPORT DIVERSITY

In an era where policing is under intense scrutiny as never before, there is clearly momentum building for police reform. Most contemporary models of reform include an emphasis on community-based policing and community problem solving. This is not a new notion, but a deployment methodology implemented by different police agencies in different ways, in different measures, and with mixed results in the past.

At its fundamental level, policing is characterized by individual interactions between officers and citizens. Having those interactions take place in an environment where the parties have some level of previous familiarity with one another, and ongoing community issues, can promote trust and understanding. Having these interactions take place in a setting where the parties know one another as individuals rather than as stereotypical members of a particular group, does much to humanize the police to the citizens, and citizens to the police, and to promote mutual respect and equity of treatment. The extent to which the current deployment model achieves this goal, as perceived by its officers, stakeholders and citizens, is an important analysis point for any modern police organization. Additionally, it is likely that State and Federal grants and funding in the future may place an emphasis on Community Policing programs and initiatives.

The extent to which community policing is a component of frontline operations, or intertwined with frontline operations as a support unit is a vital consideration in determining staffing as previously discussed in the proactive activity workload portion of this proposal. If frontline officers are expected to be consistently assigned to smaller geographic areas to build trust and transparency with the community it has staffing implications for frontline and/or specialty units. Community policing models also typically emphasize the need for officers to have significant time available to engage the community, build relationships and problem solve, during the particular times of the day and night when it will be most effective for that community. Based on a complete picture of workload and a fulsome understanding of department expectations, *FITCH* can recommend options to reach the desired Community Policing model or to enhance the current model based on consultation and stakeholder input.

The Department has a long and accomplished history of significant community engagement efforts and being visible and responsive to community concerns is a priority for Chief Meyer and the leadership team. As required as a component of the study the *FITCH* team will interview elected officials as a body at a public meeting to ensure public input into the process and path forward for the Police Department. The *FITCH* team will evaluate the public perspectives of police performance, and current efforts to engage the community and support diversity, using a very resident-centric approach. Input will be collected using sound social science methods to ensure the data gleaned is representative of the entire population, including adequate representation from minority populations and specific stakeholders. Themes and issues that arise will be clarified and explored through focus groups representing all of the communities and interest groups in the City as well as internal stakeholders. Through the use of facilitated discussions, and carefully crafted questions the consultant will elicit a comprehensive picture of the concerns of all of the stakeholders, clarifying, and narrowing issues, and finding common themes for actionable change in how the Police Department meets the specific needs of the community. This adds the value of including qualitative richness, lived experience, and

perception to consider and include as part of recommendations that will resonate with all the diverse groups in the community. This public input will consider the unique lived experiences of particular sub-populations, and also represents a valuable opportunity to test public perception and gather feedback from the community as well as City political leadership on different approaches and recommendations being considered.

EQUIPMENT

From firearms to body armor, Conducted Energy Weapons to Mobile Data Terminals, fingerprint scanners and facial recognition devices to Body Worn Cameras, policing continues to be significantly impacted by advances in tools and technology. Providing needed high-quality equipment needed that increases safety, efficiency, accuracy, and performance is a top priority for modern law enforcement agencies.

Police critics often point to the “militarization of the police” as a point of contention. Much of that discussion centers on public perception and misperception about police needs and roles. Advances in less than lethal use of force options and other equipment provide further options for officer safety, effective performance, and the building of community trust and confidence. An overview of police operations should, logically, include a review of current equipment as an integral component of overall operational efficiency and value.

The assessment would include review of policy, logs and records, physical observations and assessment as well as personal interviews with users. The assessment would look at the following main areas.

1. Inventory Control

Reviewing an inventory of equipment available to various units and how that equipment is distributed (for example personal issue versus shared) as well as how the inventory location and condition is tracked, are all critical components of the assessment.

2. Inspection and Quality Control

Similarly, processes related to a periodic verification and review of readiness of this equipment by supervisory staff will also be reviewed both as a matter of policy, and measures taken to ensure the policy is followed, and the results of inspections are documented and acted upon.

3. Process for Equipment Upgrades

The process for assessing new equipment and including field testing, employee input and quality research as key components in making decisions related to altering/replacing existing equipment or adding new equipment options will also be carefully reviewed.

At the conclusion of the assessment options based on best practices, increased safety and efficiency, will be presented and put into context in terms of the value versus cost using *FITCH's* proprietary marginal utility modeling approach.

FLEET OPERATIONS

Analyses completed during the earlier phases of this scope of work will be utilized to inform the *FITCH* team as to the optimal quantity of resources, staffing, and resource configurations to meet both current and future demands for services. The overall fleet operations will be explored within the framework of the current/suggested personnel deployment efficiencies including the need for marked versus unmarked vehicles, specialty vehicles, single versus double units, and the mechanism to make vehicles and replacement vehicles available on an as needed basis. As proposed, this will be accomplished in conjunction with the optimization of the patrol areas staffing and locations, specialty and support unit staffing, and overall risk-based deployment model.

In addition, to direct observation and inspection of vehicles, usage and milage, as well as onboard equipment, *FITCH* will review maintenance practices, replacement schedules, funding strategies and policies, and utilization within the response configurations with respect to unique community service demands and risk profile. This review will be further informed by interviews with City staff, and members of the Police Department to add context and further understanding of strengths, weaknesses, opportunities and threats. The Police Department fleet will be compared to those of peer Police Departments, recent innovations in equipment, best practices and industry standards as well as the unique current and future needs of the City of Whitewater, and recommendations will be offered about options for the future based on efficiency and value using our marginal utility modeling approach.

Recommendations based on best practices to optimize efficiency will then be reviewed with internal stakeholders and Department leadership to explore opportunities and synergies that may be available.


BEST PRACTICES


Current and/or desired service levels and current Police Department policies will be compared with the 80+ standards established by the Commission on Accreditation of Law Enforcement Agencies as well as those of the Wisconsin Law Enforcement Accreditation Group (WILEAG). To be clear, this engagement is not an accreditation review for each service line. *FITCH* will, however, incorporate these best practice review standards, as appropriate, to provide an objective reference source for the evaluation process and inform future options.

The *FITCH* Team also brings considerable experience and knowledge of cutting-edge innovative programs in a wide variety of policing areas including community engagement, employee wellness and retention, recruitment, leadership, patrol response, criminal investigation, training, and staff professional development that will contribute to a practical evaluation of Department programs/policies and offer operationally relevant options through a collaborative process. Fitch strives to form productive and lasting relationships with clients, and the team will remain available to provide support in the implementation and monitoring phases of the change processes.


CONTRACTOR EXPERIENCE

Fitch & Associates, LLC is a Limited Liability Company initially established as a corporation in 1984. The Firm is located in Platte City, Missouri, a suburb of Kansas City. Our physical mailing address and my contact information are:






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(816) 431-2653






FITCH has earned credibility for nearly forty years by implementing innovative, customized solutions in the public safety and healthcare arenas. The Firm has consulted with over 1,500 communities in 50 U.S. states, every Canadian Province, and 12 other countries.

Projects have included objective reviews, system assessments, communications system design, consolidations, mergers, strategic partnerships, enhancement studies, and detailed operational, financial, and transition management services.

FITCH's success is attributable to its experience, credibility, and the solid consulting methodologies it develops and applies to reflect individual situations. Our emphasis on a collaborative approach facilitates support for implementation and long-term system stability. Project research outcomes are data-driven and identified within a community-specific, comprehensive, objective, and accurate framework.

QUALIFICATIONS OF THE FITCH TEAM

FITCH's specific strengths for this project are centered on objectively conducting research, managing multiple project priorities, and blending expert and local resources while building support for the outcome(s). Our key strengths include talented and experienced consultants who are leaders in their field, time-tested methods, quality teamwork, timeliness, and the ability to provide tangible results.

| | |
|---|---|
|  | Talent Team members are all subject matter experts and leaders in their fields and have been selected for their specific areas of expertise that match the requirements of this project. |
|  | Time-Tested Methodologies <i>FITCH's</i> experience represents an unparalleled base for the tasks at hand; we have worked with local, state, and federal government agencies, municipal and volunteer fire departments, ambulance services, police departments and hospitals. |
|  | Teamwork <i>FITCH</i> has stayed true to its core values by accomplishing projects using a collaborative approach offering high level involvement for system participants without compromising the independent or objective nature of the project. |
|  | Timeliness <i>FITCH</i> is known for consultant access, responsiveness, producing its work on or before the scheduled completion date and within budget. Timeliness also involves a rapid response to issues or questions raised by the client. |
|  | Tangibles <i>FITCH</i> is known for developing innovative solutions to complex issues, and our recommendations and tangible work products have been implemented more frequently than any national public-safety consulting firm. |

THE PROJECT TEAM:

A project with this level of complexity and time constraints requires a focused approach by each member of its team. The partner responsible for this project will be Guillermo Fuentes, MBA, who will ensure the

coordination of the team and provide overall leadership resulting in a comprehensive study, completed on time and within budget.

The *FITCH* teams will be divided into the following project categories with each category having a specific lead based on areas of expertise.

| PROJECT CATEGORIES | TEAM MEMBERS |
|-------------------------------|--|
| Project Lead | Guillermo Fuentes, MBA, COO/Partner |
| Police | Chief Melanie Bevan, EdD (Police Lead) Inspector Patrick McCauley Jennifer Kirkland (911 and Dispatch) Anthony Cammarano (911 and Dispatch) |
| Policy Finance and Governance | Bruce J. Moeller PhD |
| GIS | Brian McGrath |
| Data | Gang Wang, PhD |

Figure 13: Project Team Members

GUILLERMO FUENTES, COO/PARTNER - PROJECT LEAD

Guillermo Fuentes, MBA has 25 years of emergency services experience that spans multiple public safety services and jurisdictions. He has held executive positions for more than a decade being named Deputy Chief of Montreal (Canada) EMS in 1999, Montreal EMS is the fifth largest municipal ambulance service in North America answering over 300,000 calls for service. While in Montreal he was responsible for overseeing 1100 field employees. One of his core duties was to manage a 118-person communication center. He subsequently served as Deputy Chief of EMS for Niagara EMS and was responsible for building and staffing a new communications center. He led both centers through their NAED accreditation process.

Mr. Fuentes subsequently served as the Chief Administrative Officer for the Niagara Regional Police Service. In this role he was responsible for Information Technology, Human Resources, Records, Communication Center, Fleet, and other administrative duties including the finance function. As CAO he also served as the CFO overseeing a 150-million-dollar operating budget.

Mr. Fuentes has worked with Fitch & Associates on a part-time basis for eight years and joined the firm full-time in 2011. He is routinely involved in complex projects. His ability to move between field operations, dispatch centers and administrative functions - applying statistical analysis to real life situations makes his contribution to projects both complete and practical. He holds a Master's Certificate in Management from Tulane University and a Master's in Business Administration from Aspen University.

CHIEF MELANIE BEVAN, EdD., CONSULTANT - POLICE LEAD

Melanie Bevan became the Chief of the Bradenton Police Department in February of 2016. Prior to this, she served the St. Petersburg Police Department for 29 years, retiring at the rank of Assistant Chief at the time of her selection as Chief. She served in a variety of specialized units during her tenure, including Vice and Narcotics Detective, Field Training Officer and Supervisor, SWAT Team Member, Canine Unit Commander, Intelligence Unit Commander, and Street Crimes Unit Commander to name a few.

She is a 2005 graduate of the 219th Session of the Federal Bureau of Investigation National Academy, and a 2006 graduate of the Eckerd College Lasting Leadership Program. In 2012, Chief Bevan was one of 13 law enforcement leaders nationwide chosen to attend the Anti-Defamation League National Counter Terrorism Seminar for Police Executives held in Israel. In 2013, she completed the four-week Cohort of the Naval Postgraduate Center for Homeland Security and Defense, Homeland Security Executive Leaders Program in Monterey, California.

Chief Bevan earned her Bachelor's degree in Criminal Justice from St. Leo University in 1997, her Master's degree in Public Administration from Troy State University in 2001, and her Doctor of Education degree in Organizational Leadership from Argosy University in 2011. She is an adjunct professor of Homeland Security for State College of Florida. She also performs contract work for the Office of the Commissioner for Major League Baseball.

CHIEF BRUCE J. MOELLER (RET), PHD, SENIOR CONSULTANT – FIRE/FINANCE

Dr. Moeller joined the firm in 2017. He most recently served as Executive Director for Safety & Emergency Services in Pinellas County, Florida and as Interim Chief of Staff for the County. Pinellas County is a community of almost 1 million residents; his areas of responsibility include 9-1-1, EMS & Fire Administration, Justice & Consumer Services, Radio & Technology, Emergency Management and Animal Services. Prior to his

current role, Dr. Moeller served as city manager in Sunrise, Florida. Moeller's background includes 30+ years of public safety service, culminating as Chief of Department for several fire-rescue agencies, including Broward County, Florida.

Dr. Moeller is active in fire service and public management organizations, having served in committee and leadership roles for the International City County Management Association (ICMA), National Fire Protection Association (NFPA), and International Association of Fire Chiefs (IAFC). He is also an active member of the International Chiefs of Police (IACP).

GANG WANG, PHD, SENIOR CONSULTANT – DATA ANALYST

Dr. Wang has completed more than sixty emergency service operational analyses using data-driven analytical techniques to determine the most efficient organizational and operational structures. Gang has a PhD in Industrial Engineering from Wayne State University and a Master's degree in Management Information Systems from Chongqing University. Previously, Dr. Wang worked for the Center for Public Safety Management and the International City/County Management Association.

BRIAN MCGRATH, SENIOR CONSULTANT – GIS AND MAPPING ANALYST

Brian McGrath serves as President of CAD North Inc. His responsibilities include Administration, Marketing, Software Development, and Business Analysis/Requirements Documentation. He brings over 18 years' experience in Information Systems management and development in the public safety industry including 10+ years Business and Systems Analysis in public safety software development. He has exceptional ability at requirements capture, analysis and documentation and is fully conversant with all aspects of the software product development and implementation life cycle. He is an experienced software developer of public safety dispatch applications including software development using TriTech's RAPTOR API. He possesses excellent communications and interpersonal skills, is comfortable at all organizational levels and has a solid base of operational experience in public safety communications.

JENNIFER KIRKLAND, CONSULTANT – 9-1-1 COMMUNICATIONS

Ms. Kirkland is an on-site coordinator for the firm's Communications Center Manager and Ambulance Service Manager programs. She assists clients in areas including communications systems development, social media,

strategic planning, and customer service. Ms. Kirkland is a member of the National Emergency Number Association (NENA) Education Advisory Board and is active in the Association of Public-Safety Communications Officials (APCO) and holds a certified training officer instructor designation from APCO. She serves as Colorado Executive Council Representative with the CO NENA/APCO Board and is a frequent speaker at both NENA and International Academies of Dispatch (IAED) conferences.

In addition to her work with the firm, Ms. Kirkland is the 9-1-1 Operations Administrator at a Colorado emergency communications center serving with the agency for 16 years. She holds a Bachelor of Arts in English and a Bachelor of Arts in Theatre, both from the University of Northern Colorado.

ANTHONY CAMMARANO, CONSULTANT – 9-1-1 COMMUNICATIONS

Mr. Cammarano has over a decade of experience directly supporting public safety technology. Originally serving as a 9-1-1 dispatcher in New York State, Anthony transitioned to technical support after earning his BS Degree in Information Technology. He spent 9 years working for a national firm as a Project Manager & Sales Engineering Manager supporting 9-1-1 infrastructure. Anthony has worked as a 9-1-1 engineer, senior engineer and regional manager overseeing a variety of 9-1-1 telephony, CAD, logging recorders, mapping applications, and other associated hardware and software systems.

Anthony holds a number of professional certifications, including as a Project Management Professional (PMP). Currently, he serves as the 9-1-1 coordinator for a large county serving a 1.5 million population, coordinating a unified telephony infrastructure across multiple PSAPs and coordinating with various public safety agencies and service providers to ensure a smooth, reliable, and efficient system.

PATRICK McCAULEY, CONSULTANT – POLICE OPERATIONS

Pat brings with him over 33 years of experience as a police officer with an extensive background of assignments that includes front line, investigative, administrative and leadership duties. Pat served as the District Commander in a busy entertainment and tourism district which hosts over 20 million visitors per year. His varied experience includes executing several unique police workload assessments. Pat has held a number of leadership positions that have increased progressively in terms of complexity and responsibility. He is a strong proponent of evidence-based policing and has developed metrics and reports to effectively evaluate relevant quantitative and qualitative data related to police workload. Pat is also adept and experienced at managing

change, building relationships with stakeholders including police unions, the judiciary, local businesses, community interest groups, local elected representatives, government agencies and private citizens. He is experienced in community consultation and policy writing incorporating legislated standards, case law, and best practice in concise language with clear and transparent quality assurance components. His labor relations experience extends to representing the interests of police leadership at successful mediations and arbitrations and crafting precise and detailed position papers. Inspector McCauley has considerable management experience leading operational units from 60 to 150 through significant change and challenge.

VENDOR'S NEEDS

The *FITCH* team will present an Information Data Request at the kickoff meeting. Each data request is tailored to suit the requirements of the particular project, but items likely to be in the data request would include:

- # of square miles in the primary service area
- Description of the police department's relationship with other law enforcement entities in the region, including any service agreements, etc.
- Strategic plan if applicable
- Policy manual
- Any accreditation and related records
- Staffing and shift schedule of police department units.
- Deployment of personnel by geographic area and time pf day/day of week
- Any applicable minimum staffing requirements
- Requirements related to single or double units
- Average work week for personnel
- Detailed map of patrol beats and deployment

- Copy of training records.
- Relevant collective agreements and vacation entitlements
- Organizational chart
- Operational and capital budgets
- Detailed breakdown of overtime expenditures for the past 5-year period
- GIS Mapping data
- CAD data

Specific requirements, especially pertaining to CAD and GPS data, would be discussed in detail during the kickoff meeting. *FITCH* will also want the opportunity to observe some of the police operations and to interview a wide variety of internal stakeholders.

COST:

| Project Activity | Costs |
|-----------------------------|----------|
| All Inclusive Project Total | \$48,000 |

Figure 14: Proposed Fees and Expenses

PROJECT COMPLETION SCHEDULE:

| | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 |
|--|---------|---------|---------|---------|---------|---------|
| Kick-Off Meeting, Refine Work Plan and Scope, and Meet with Stakeholders | | | | | | |
| Overview of the Departments and Currently Provided Services | | | | | | |
| Gather baseline Information, Data Collection and Analysis | | | | | | |
| Analysis of CAD Data, Geographic Analysis | | | | | | |
| Collection and analysis of supplementary data and geographic analysis | | | | | | |
| Analysis of Current Organization, Structures, Deployment, Staff, | | | | | | |
| Maximizing Efficiencies, and Identifying Opportunities for Improvement | | | | | | |
| Development of Draft Report | | | | | | |
| Draft Of Final Report | | | | | | |
| Proposed Onsite Visits | #1 | | | #2 | | |

Figure 15: Project Schedule

ATTACHMENT 1: STANDARD CONTRACT

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT, (“**Agreement**”) is made and entered into as of _____ the “**Effective Date**”) by and among **FITCH & ASSOCIATES, LLC** (“**Consultant**”), and [CLIENT].

1. **Retention of Consultant.** [CLIENT] wishes to benefit from Consultant’s industry expertise and knowledge in the area of Law Enforcement Services. Therefore, on the terms and conditions set forth in this Agreement, [CLIENT] engages Consultant to perform the consulting services described below, and Consultant accepts such retention by [CLIENT]. Consultant warrants that it has no non-compete or other agreement, arrangement, or conflict of interest that prevents or would prevent Consultant from carrying out and performing the Services (as defined below) under this Agreement.
2. **Services.** Consultant shall provide to [CLIENT] the services described in **Exhibit A** (the “**Services**”). Such Services shall be performed in accordance with: (i) applicable laws, rules and regulations; (ii) generally accepted industry standards; (iii) applicable rules, regulations, policies and standards of [CLIENT] as provided by [CLIENT] to Consultant. , [CLIENT] agrees and acknowledges that Consultant is not performing Services for [CLIENT] on an exclusive or full-time basis.
3. **Qualifications.** Consultant shall have and maintain during the term of this Agreement all licenses, permits, certifications, registrations, accreditations and approvals as are required by applicable law for Consultant to provide the Services to [CLIENT], and shall promptly notify [CLIENT] of the loss, suspension, or material restriction of any of the foregoing.
4. **Compensation.** [CLIENT] shall compensate Consultant for performing the Services outlined in **Exhibit A** in the manner as described in **Exhibit B**. Upon request by [CLIENT], Consultant shall submit documentation to [CLIENT], describing in detail Consultant’s activities in performing the Services. Compensation for Services shall be made payable to Consultant and sent to the address sent forth in **Exhibit B**. Undisputed invoices are to be paid within forty-five (45) days of receipt by [CLIENT].
5. **Term.** This Agreement shall commence on the Effective Date and shall continue until completion of the Services as outlined in Exhibit A, unless terminated earlier or extended as provided in this Agreement.
6. **Termination of Agreement.** This Agreement may be terminated prior to completion of the Services, as follows:
 - (a) [CLIENT] shall have the right to immediately terminate this Agreement if Consultant:
 - (i) attempts to assign or otherwise transfer this Agreement without [CLIENT] prior written consent; or (ii) materially breach(es) of Section 10 of this Agreement, to the extent Section 10 is applicable to this Agreement;
 - (b) If Consultant breaches any term of this Agreement, and fails to cure such breach within ten (10) business days following receipt of [CLIENT] written notice of the breach, [CLIENT] may terminate this Agreement, provided that [CLIENT] shall be responsible for payment of any undisputed and completed Services incurred by Consultant prior to the termination date;

- (c) If [CLIENT] breaches any term of this Agreement, and fails to cure such breach within ten (10) business days following receipt of Consultant's written notice of the breach, Consultant may terminate this Agreement and Consultant shall be entitled to recover payment of any undisputed and completed Services incurred by Consultant prior to the termination date; and
- (d) [CLIENT] shall be entitled to terminate this Agreement at any time without cause upon thirty (30) calendar days' advance written notice to Consultant. In the event [CLIENT] determines not to proceed with this Agreement during its term, the Consultant may retain all installment sums previously paid by [CLIENT] and also bill [CLIENT] for any non-cancellable expenses incurred and for work actually performed prior to the notice of termination but not yet paid by [CLIENT] at an hourly rate of \$275 USD.

Upon the termination of this Agreement, the parties shall have no further rights or obligations under this Agreement, except as otherwise provided for in this Agreement, including, without limitation, under Sections 8-12, and except to the extent accruing prior to the effective date of such termination.

7. **Insurance.** Throughout the term of this Agreement, Consultant agrees to carry and maintain, at its expense and in connection with this Agreement, such insurance coverage as is customary in Consultant's line of business. At a minimum, such insurance coverage shall include each of the following coverages:

- (a) Professional liability insurance, providing coverage of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate. Both the occurrence and annual aggregate limits shall be separately applicable to Consultant and each of the licensed professionals providing Services on its behalf under this Agreement.
- (b) Commercial general liability insurance, providing blanket contractual coverage with combined single limit, bodily injury, and property damage liability of at least \$1,000,000 per occurrence and at least \$3,000,000 in the annual aggregate.
- (c) Workers' Compensation, providing statutory limits and any other elements of protection required by applicable law, with a waiver of subrogation against [CLIENT] and its affiliates.
- (d) Employer's Liability, providing coverage of at least \$1,000,000 per occurrence.
- (e) Such other coverages and limits as may be mutually agreed upon by Consultant and [CLIENT] from time to time based on the nature of Services provided under this Agreement.

Except for Workers' Compensation and Employer's Liability insurance, each of the required coverages shall be provided by means of a policy or policies of insurance and name [CLIENT] as an additional insured under each policy. Consultant shall not cancel, limit, or reduce any such coverages in any way without 30 calendar days' prior written notice to [CLIENT]. Upon request, current certificates of insurance evidencing the required coverages

shall be given to [CLIENT]. The provisions in this Section shall survive termination of this Agreement in accordance with the terms of such insurance coverage.

8. **Indemnification.** Each party ("**Indemnifying Party**") assumes responsibility and liability for the actions of itself, its employees, and its agents. Each party agrees to cooperate with the other, to the extent applicable under the circumstances, in the investigation and/or settlement of any loss or damage or alleged loss or damage arising out of this Agreement. The provisions in this Section shall survive termination of this Agreement.
9. **Nondisclosure of Confidential Information.** [CLIENT] and Consultant acknowledge that, in the course of the performance of this Agreement, they will have access to information or communications, including proprietary information claimed to be unique, secret, or confidential, and which constitutes the exclusive property or trade secrets of the other party, and not made generally public (the "**Confidential Information**"). [CLIENT] and Consultant agree to maintain the confidentiality of the Confidential Information and to use the Confidential Information only to the extent necessary for legitimate business uses in connection with this Agreement. [CLIENT] and Consultant will use commercially reasonable efforts and take all reasonable precautions to protect the Confidential Information. [CLIENT] and Consultant agree to hold in strict confidence all Confidential Information related to this Agreement in order to ensure such Confidential Information is not disclosed to any third persons other than Qualified Third Parties (as defined below), unless required to do so by law, without the prior written consent of the other party. For purposes of this Section, "**Qualified Third Parties**" shall include those advisors, attorneys, accountants, consultants and/or other representatives as necessary to enforce its rights and perform its agreements and obligations under this Agreement. While Qualified Third Parties may receive information without the prior written consent of [CLIENT] or Consultant, all such Qualified Third Parties shall be informed that the shared information is confidential and should be treated as such by them consistent with the terms of this Agreement. Upon the disclosing party's request or the termination or expiration of this Agreement, the receiving party shall either return or destroy the Confidential Information then in its possession. Notwithstanding the foregoing to the contrary, the receiving party shall have the right to retain one copy of Confidential Information for regulatory compliance or legal purposes, and shall not be obligated to purge extra copies of Confidential Information from electronic media used solely for data backup purposes; provided, however, such retention shall subject to the terms and conditions of this Agreement and the receiving party shall continue to be bound by its obligations of confidentiality and other obligations hereunder for as long as that Confidential Information is retained. The term "**Confidential Information**" shall not include any information that (i) becomes generally available to the public other than as a result of a disclosure by the receiving party, its affiliate representatives, directors, officers, employees or agents, (ii) was in the possession of the receiving party on a non-confidential basis prior to its disclosure to the receiving party by the disclosing party or (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party that is entitled to make the disclosure to the receiving party without violation of any obligation of confidentiality to the disclosing party or any other party. The provisions of this Section shall be binding on the parties and shall survive the termination of this Agreement.
10. **Ownership of Deliverables.** All documents, materials, and information which are prepared by the Consultant specifically and exclusively for [CLIENT] in the performance of the Services under this Agreement ("Deliverable") upon full and final payment to Consultant hereunder, shall become the property of [CLIENT] and, unless previously delivered to [CLIENT], shall be delivered to [CLIENT] upon termination of this Agreement if [CLIENT] so requests. Unless Consultant provides its prior written consent, [CLIENT] shall not use or disclose to any third party, except its attorneys, accountants, or financial advisors with a need to know, any Services,

Deliverables or Consultant Information other than (a) as mutually contemplated when Consultant first was retained to provide the Services, and Consultant shall have no liability with respect to, modifications made by [CLIENT] or its representatives to the Deliverables.

11. **Patient Information.** The parties do not anticipate that Consultant will need or be given access to any protected health information, as that term is defined by the Health Insurance and Portability and Accountability Act of 1996 (“**HIPAA**”), under this Agreement. Provided, however, to the extent that Consultant needs or is given access to any protected health information of [CLIENT] to provide Services, Consultant agrees that it will enter into [CLIENT] standard business associate agreement or addendum prior to such access and prior to any resulting use or disclosure.
12. **Remedies.** Consultant acknowledges that [CLIENT] remedy at law for any breach by Consultant of his obligations under Sections 9 or 10 of this Agreement would likely be inadequate, and further acknowledges that, notwithstanding any other provision of this Agreement, temporary and permanent injunctive relief may be sought from any appropriate tribunals or courts and granted in any court or other tribunal proceeding to enforce Sections 9 and/or 10, as applicable, without the necessity of proof of actual damage. However, this Section shall in no way affect [CLIENT] rights and remedies afforded by law, and [CLIENT] shall retain the right to recover such damages as [CLIENT] may have sustained by reason of any breach of this Agreement. The provisions in this Section shall survive termination of this Agreement.

[CLIENT] acknowledges that Consultant’s remedy at law for any breach by [CLIENT] of its obligations under Sections 9 of this Agreement would likely be inadequate, and further acknowledges that, notwithstanding any other provision of this Agreement, temporary and permanent injunctive relief may be sought from any appropriate tribunals or courts and granted in any court or other tribunal proceeding to enforce Sections 9 as applicable, without the necessity of proof of actual damage. However, this Section shall in no way affect Consultant’s rights and remedies afforded by law, and Consultant shall retain the right to recover such damages as Consultant may have sustained by reason of any breach of this Agreement. The provisions in this Section shall survive termination of this Agreement.

13. **Work Product Generated by Consultant During Provision of Services.** Consultant shall prepare all deliverables set forth in **Exhibit A**, as its deliverables in providing the Services pursuant to this Agreement (the “**Deliverables**”). Consultant represents and warrants that all work produced in the Deliverables will be original and will not infringe on any intellectual property rights of any third party. The parties acknowledge that the Deliverables are the exclusive property of [CLIENT], except to the extent that such records include information which is publicly available (unless publicly available through a breach of this Agreement by Consultant), and subject to the rights of Consultant as described below.
14. **Pre-Existing Works.** Each party acknowledges that the other party (the “**Owner**”) owns all of its pre-existing works, as well as all notes, work papers and other internal documents which are developed by the Owner independently of this Agreement and the Services and without use of the other party’s Confidential Information and which are not otherwise public records (collectively, the “**IP**”). Each party further acknowledges that the Owner may own the copyright in such IP. A non-owning party may not use, nor allow any of its agents or employees to use, such IP in any manner, other than in connection with this Agreement, unless such use is expressly consented to in writing, in advance, by the Owner, except as set forth in this section. Notwithstanding the foregoing, Consultant hereby grants to [CLIENT], and [CLIENT] hereby accepts, a non-exclusive worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to freely use any of Consultant’s IP contained in the Deliverables or

reasonably necessary for the use of the Deliverables as intended, for [CLIENT] internal business purposes. Such license shall be transferable in connection with a sale, merger, transfer or acquisition of all or part of [CLIENT] business to which this Agreement relates. In no event will [CLIENT] sell, publish for compensation, or distribute for compensation any Deliverable developed by Consultant.

Notwithstanding the foregoing, the parties acknowledge and agree that the Owner shall have and retain its rights and interest in all of its Knowledge Capital. The term "**Knowledge Capital**" shall mean the Owner's ideas, know-how, approaches, methodologies, concepts, system, skills, tools, techniques, expressions and processes, including any intellectual property rights associated therewith. This Agreement does not preclude the Owner from developing, marketing or using, for itself or others, any services, products or other items that are the same as or similar to those provided by the Owner under this Agreement.

15. **Independent Contractor Status.** Consultant is performing the Services and duties required of Consultant pursuant to this Agreement as an independent contractor and not as an employee, partner of or joint venture with [CLIENT]. Consultant shall not have authority to bind or obligate [CLIENT] any manner. [CLIENT] shall neither have nor exercise any control over the methods by which Consultant accomplishes the performance of the Services. The sole interest of [CLIENT] is to assure that the Services are provided in a competent, efficient, and satisfactory manner. Consultant shall be solely responsible for the payment or withholding of all income taxes, Social Security taxes, unemployment taxes, and any other similar taxes imposed by any jurisdiction, workers' compensation and other insurance required by law arising from Consultant's compensation under this Agreement.
16. **Dispute Resolution.** Consultant and [CLIENT] shall in good faith attempt to resolve any controversy, dispute or disagreement arising out of or relating to this Agreement by web-based application negotiations by the Executive Directors of Consultant and [CLIENT], or their respective designees.
17. **Non-Exclusion/Conviction.** Consultant represents and warrants to [CLIENT] that neither it, any of its affiliates nor any person providing Services under this Agreement: (a) is excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs; or (b) has been recently convicted (as that term is defined under 42 U.S.C. §1320a-(7)(i)) of a criminal offense related to health care. Consultant further represents and warrants that it has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide Services. Consultant represents and warrants to [CLIENT] that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Consultant or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide Services.
18. **Assignment; Benefit.** Consultant shall not assign nor subcontract (except as provided herein) any portion of its obligations under this Agreement without the prior written consent of [CLIENT] and any such assignment shall be null and void. [CLIENT] shall be permitted to assign this Agreement to any of its affiliates. Otherwise, this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors, assigns, executors, representatives and heirs.
19. **Enforceability of Remainder of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable,

then that term, provision, covenant or condition shall be reformed or rescinded as ordered by the court. However, the remainder of this Agreement shall remain in full force and effect.

20. **Notice**. All notices, demands or other writings shall be deemed sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope, certified or registered mail, return receipt requested, or delivered to an overnight mail service, call-back requested, addressed to the party to whom it is given at the addresses set forth below or such other persons or addressees or numbers as shall be given by notice of any party:

If to Client:

[CLIENT]

Address

City, State, Zip Code

Attn: Contact Name

If to Consultant:

Fitch & Associates, LLC

2901 Williamsburg Terrace #G

Box 170

Platte City, MO 64079

Attn: President

-and-

Bryan Cave Leighton Paisner LLP

1200 Main Street, #3800

Kansas City, MO 64105

Attn: Vicki Westerhaus

Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of [REDACTED]. This Agreement, including its exhibits, all of which are incorporated herein by reference, constitutes the entire understanding between the parties concerning this subject matter and supersedes any and all previous agreements between the parties on this subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement.

This Agreement may be amended or modified by a written instrument executed by [CLIENT] and Consultant.

The failure by [CLIENT] or Consultant to exercise any right shall not be deemed a waiver of any right. The captions of the various sections of the Agreement are not a part of its context and are inserted merely for convenience in locating the different provisions and shall be ignored in construing this Agreement.

(signature page to follow)

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the Effective Date.

FITCH & ASSOCIATES, LLC

[CLIENT]

By: _____
Roxanne Peek, President

By: _____

Name:

Title:

EXHIBIT A

Services

Services to be provided are outlined in attached proposal, referred to as _____, dated
_____.

EXHIBIT B

Compensation

[CLIENT] shall compensate Consultant for the provision of Services as follows:

- Professional Service Fee: The Consultant fee shall be a total project rate of _____ USD, to be invoiced in _____ payments, as outlined in the schedule below:

- Expenses: Travel and related expenses are invoiced at our direct cost and are in addition to the professional service fee.

If, during the term of this Agreement, the scope of the Services to be provided by Consultant is modified or Consultant identifies any unforeseen circumstances that will extend the length of the Services, Consultant shall proactively discuss such issues with [CLIENT]. In such circumstance, the parties agree to discuss in good faith any necessary modifications to the compensation and Services provided by the Consultant.

Consultant shall submit its invoices to:

ATTN: [CLIENT]
Accounts Payable
Address
City, State, Zip Code
Attn: Contact Name
Email:

Undisputed invoices are to be paid within 45 days of receipt by [CLIENT].

ATTACHMENT 2: REFERENCES

FITCH

& ASSOCIATES

North St. Paul, MN

In North St. Paul, the *FITCH* team conducted a comprehensive analysis of both Fire and Police services. The city was struggling with fiscal constraints and wanted a consultant to evaluate staffing levels for both Fire and Police. The study was comprehensive and included all aspects of both Police and Fire. An additional complexity was that the Fire department is a combination full time and volunteer fire department.

Each agency was evaluated separately, and associated synergies were described. These studies included reviewing all aspects of the operations from dispatch through administrative functions. The *FITCH* team proposed multiple options for both agencies and some common objectives to both agencies.

Contact for this project is Scott Duddeck, Fire Chief and City Manager. His phone number is 651-747-2405. His email address is: scott.duddeck@northstpaul.org.

Relevance: Direct relevance is that this project involved working with police and understanding their challenges, roles and responsibilities and optimizing efficient use of available resources.

City of Monroe, MI

The City is a modified public safety system in which a conflict exists between police and fire services. Police were tasked with additional public safety responsibilities such as fire and EMS services. The conflict erupted into street level incidents that needed direct guidance and resolution.

The contact for this project is Vincent Pastue, City Manager at the City of Monroe. His phone number is 734-384-9154. His email address is: Vincent.pastue@monroemi.gov.

Relevance: Assigning the right call type and priority to the right emergency service. Using science and mathematical modeling to achieve defensible and optimal outcomes.

Village of Ashwaubenon Police/Public Safety Department

The village runs all three services, police, fire, and EMS, as a singular service. For thirty years there has been significant role confusion on which service type delivers the best outcome. The result was over staffing and unsatisfied personnel and unfilled community objectives.

The contact for this project is Allison C. (Swanson) Buckley, Village Manager (retired). Her phone number is 920-562-2602.

Relevance: This is a specific example of assigning the right call to the right resource. In the end operationally for the City of Whitewater Police Department it will be the same fundamental challenge getting the right amount of resources to the right place at the right time to meet current and future demands within the context of a specific operational model.

Moorhead MN

In September of 2022, Fitch and Associates, LLC (FITCH) was retained by the City of Moorhead, Minnesota to assess the Police (MPD) and Fire (MFD) departments and recommend performance improvements reflecting contemporary and best practices in public safety organizations. The City Manager was interested in seeking a best practices public safety organization that can meet the needs of growing community with competing demands on limited City resources and to prepare for the long-term of both agencies with impending retirements of key leaders in the near future. For the Police Department, Fitch and Associates evaluated and made best practice recommendations on areas including, command structure, deployment, officer shift scheduling, recruitment, retention, organizational culture, succession planning, and relationships/interaction with other City Departments.

The contact for this project is Dan Mahli, City Manager Moorhead, MN. His phone number is 218-299-5303. His email address is: danmahli@moorheadmn.gov.

Direct relevance is that this project involved a comprehensive review of police operations, organizational design, and sustainability and featured focused recommendations based on established best practices and the collective experience of the *FITCH* team. It showcases *FITCH's* understanding of the unique challenges confronted by police agencies and our ability to develop collaborative solutions tailored for the client's unique needs.

FITCH has several hundreds of complex consultancies including some of the largest systems in the world, including Hong Kong, Dubai, the province of Alberta and others. *FITCH* is happy to provide as many references as required.

FITCH

& ASSOCIATES