

**AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES TO CITY OF
CHICAGO**

Matrix Consulting Group

THIS AGREEMENT, entered into this October 24, 2024 and effective immediately by and between Matrix Consulting Group, a California corporation (hereinafter called the "CONSULTANT"), the City of Chicago, Illinois (the "CITY"), a municipal corporation and home rule unit of local government acting through its Chicago Police Department ("CPD"), and the Commercial Club Foundation, an Illinois not for profit corporation ("CCF" and with the CONSULTANT and the CITY, collectively the "Parties" and each a "Party").

WITNESSETH THAT,

WHEREAS, CCF desires to engage the CONSULTANT to conduct a staffing level and workforce allocation analysis of the Chicago Police Department to meet its obligations under the Grant of Services Agreement dated as of the date hereof and attached as Exhibit A hereof (the "Grant Agreement").

WHEREAS, CONSULTANT, CITY, and CCF have entered into the Grant Agreement whereby CCF agrees to fund the total cost of the services required to be provided herein by CONSULTANT, in an amount not to exceed the Total Project Cost (as defined in the Grant Agreement), and subject to the terms and conditions of, and pursuant to this Agreement, at no cost or expense to the CITY.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- (1) **Employment of Consultant.** CCF hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services described in Attachment A ("Services").
- (2) **Time of Performance.** All services to be performed hereunder by the CONSULTANT shall be completed within 12 months of the project start date unless this Agreement is terminated earlier as provided for herein.
- (3) **Compensation.** CONSULTANT shall be compensated by CCF for all services provided herein as provided by and in accordance with Section II A of the Grant Agreement, subject to the overall Total Project Cost set forth in the Grant Agreement. CITY shall have no responsibility to compensate CONSULTANT for Services provided pursuant to this Agreement and CCF shall have no

responsibility to compensate CONSULTANT for any amount for any Services in excess of the Total Project Cost. The Total Project Cost for Services for the various tasks to be performed by CONSULTANT shall be as set forth in Attachment B.

- (4) **Changes.** CITY and CCF may, from time to time require changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between CCF, CITY and CONSULTANT, shall be incorporated in a written amendment to this Agreement that is signed by each of the Parties. In the event such amendment increases the total cost of providing such additional scope above the Total Project Cost, any such amendment shall be conditioned upon CCF agreeing to pay for such increased costs.
- (5) **Services and Materials to be Furnished by CITY.** CITY shall furnish the CONSULTANT with all reasonably available necessary information, data, and material pertinent to the execution of this Agreement. CITY shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT.
- (6) **CITY Confidential Information.** All confidential, proprietary, and non-public CITY: (i) reports, (ii) deliverables, (iii) documents, and (iv) information (i-iv, collectively, "Confidential Information") provided to CONSULTANT, if designated in writing by the CITY that any of the aforementioned constitutes Confidential Information, are property of the CITY and are confidential, and will not be made available without the CITY's prior written consent, such consent not to be unreasonably withheld.

If CONSULTANT is presented with a request for documents by any City administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in their possession by reason of this Agreement, unless required by law, before such records or documents are submitted to a court or other third party, CONSULTANT will make best efforts to provide notice to the Mayor's Office and the CITY's Corporation Counsel of such request or demand, with the understanding that the CITY may have the opportunity to contest such process by any means available to it, before such records or documents are submitted to a court or other third party.

- (7) **Termination of Agreement.** If, for any cause or reason, the CONSULTANT shall fail to fulfill in timely and proper manner its obligation under this agreement, CITY and CCF shall thereupon each have the independent right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and

specifying the effective date thereof, at least five (5) days before the effective date of such termination. In addition, in the event the Grant Agreement is terminated for any reason, unless otherwise agreed by the Parties, this Agreement shall automatically, without further action on the part of any Party, terminate effective as of the date of the termination of the Grant Agreement. In the event of termination, the Consultant is obligated to provide CITY with copies of any and all Work (as defined below) in progress and completed Work created in the course and scope of this Agreement on or before the date of termination. Except in the event of termination for cause, the Consultant shall be entitled to payment for Services performed to the satisfaction of CITY prior to termination in accordance with the other express payment terms of this Agreement, if any, and explicitly waives any right to additional or other amounts of any kind, including based on quantum meruit or other similar theory. In the event of a termination for cause, CONSULTANT shall not be entitled to any further compensation from CCF or CITY.

- (8) **Records and Inspections.** CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the completion of the project. CITY shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- (9) **Completeness of Contract.** This Agreement to Provide Professional Consulting Services to CITY including Attachment A, together with the Grant Agreement, contain all the terms and conditions agreed upon by the Parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the Parties hereto. Any terms or conditions on the Consultant's quote, invoice, statement of work, or other similar document related to this Agreement or the Grant Agreement, including any online terms or click-through agreements, are expressly rejected and are deemed void. This Agreement may be executed in counterpart signatures. In the event of a conflict between the terms in this Agreement and the terms of any other agreement, including a purchase order, the terms in this Agreement shall control. In the event of any conflict between the terms in this Agreement and the terms of the Grant Agreement, the terms in the Grant Agreement shall control.
- (10) **Insurance.** CONSULTANT agrees to maintain insurance during the term of this Agreement: for comprehensive general liability in the amount of \$2,000,000 per

occurrence and \$4,000,000 in aggregate; automobile liability insurance in the amount of \$2,000,000; workers' compensation insurance in the amount of \$1,000,000 and professional liability in the amount of \$2,000,000 per occurrence and \$3,000,000 in aggregate. CONSULTANT also carries a \$3,000,000 umbrella policy. CONSULTANT shall provide CITY and CCF with an insurance certificate which names the CITY and CCF as an additionally insured under the foregoing coverages.

- (11) **Assignability.** The Parties hereby agree that the Consultant may not assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger, operation of law, or any other manner without the express prior written permission of each of CITY and CCF. Any purported assignment or delegation in violation of this Section shall be null and void.
- (12) **Proprietary Information.** Confidential Proprietary Information of Matrix Consulting Group" shall mean: All information, whether in verbal or written form, electronically recorded, or otherwise, relating to Matrix Consulting Group's intellectual property, analytical tools, analytical models, software programs, and any other approaches used by Matrix Consulting Group to complete the scope of work that is not generally known or available to the public and that is designated in writing by CONSULTANT that the aforementioned is Confidential Information.
- (13) **Use of Confidential Proprietary Information of Matrix Consulting Group.** The Parties acknowledge and agree that they will each cooperate with each of the other Parties to use commercially reasonable efforts to protect the intellectual property and secure the Confidential Proprietary Information of Matrix Consulting Group. This includes:
- Non-Disclosure of Confidential Proprietary Information of Matrix Consulting Group. The Parties agrees that, subject to any legally valid request (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process), or as may be required by law, they will not in any way disclose any Confidential Proprietary Information of Matrix Consulting Group to any external entity, individual, or organization at any time or in any form without prior written approval by the Matrix Consulting Group.
 - The Parties shall not use or circulate Confidential Proprietary Information of Matrix Consulting Group to any other person or persons

outside of the Parties' organization except when it is specifically authorized in advance by Matrix Consulting Group.

- Matrix Consulting Group shall not be obligated to disclose or circulate its analytical tools or analytical models to any organizations outside of CITY and CCF.

(14) **Intellectual Property.** Except as otherwise provided herein, CITY shall own all information, deliverables, and other work product developed, created, or produced by the Consultant pursuant to this Agreement. Any copyrightable work ("Work") developed in the course of the Consultant's performance under this Agreement shall be deemed "work made for hire" under federal copyright law and all interests in such Work (other than the Consultant's Background IP) shall belong to CITY. To the extent any such Work does not constitute a "work made for hire" under copyright law, the Consultant hereby grants, transfers, assigns, and conveys to CITY and its successors and assigns the entire right, title, and interest in the Work or any part of the Work, including but not limited to, the right to: reproduce, prepare derivative works, perform publicly, display, and to secure copyrights or patents and renewals, reissues, and extensions of any such copyrights or patents in the United States of America or any foreign country, except as otherwise provided herein. Any patentable invention conceived or reduced to practice in the course of the Consultant's performance under this Agreement shall be the property of CITY, and CITY has the right to secure patents, reissues, and extensions of the same in the United States of America or any foreign country. Each Party agrees to cooperate fully with the other Parties in the preparation and execution of all documents necessary or incidental to any assignment in this Section and the protection and preservation of rights herein granted to CITY and/or reserved by the Consultant. The obligations of this Section shall expressly survive the expiration or earlier termination of this Agreement. CITY acknowledges that the Consultant will be using its proprietary background intellectual property in developing an interactive staffing program for CITY as part of the Services, including but not limited to base code, algorithms, text, and/or formulas ("Background IP"), that shall remain the property of the Consultant. The Consultant agrees that CITY may use Consultant's Background IP in connection with the Services. The Consultant hereby grants to CITY a perpetual, worldwide, non-exclusive, non-terminable, royalty-free, fully paid up right and license to use any Background IP incorporated into the Services or any deliverable. All Services and deliverables exclusive of Consultant's Background IP shall be owned by CITY to the extent such remainder is functionally separable. Nothing in this Agreement shall

restrict CITY from owning any ideas, concepts, know-how, techniques, or experience developed by its personnel while carrying out the Services under this Agreement. This Agreement does not give the Consultant any rights, implied or otherwise, information or intellectual property, except as expressly stated in this Agreement. If the Consultant includes third-party owned assets in the deliverables ("Third-Party Assets"), the Consultant shall obtain all licenses for such Third-Party Assets from the rights holder for inclusion in the deliverables. Upon CITY's request, the Consultant will provide CITY with the source from which it obtained such Third-Party Assets and, as an alternative, CITY may request to negotiate and obtain licenses directly from the source of the Third-Party Assets if deemed necessary by CITY. The Consultant warrants and represents that the Services and all work provided under this Agreement will not infringe, individually or collectively, any patent, copyright, trade secret, or other proprietary right of any third party; and the Consultant has no reason to believe that any patent, copyright, trade secret, or other proprietary right of any third party may be infringed by the Consultant's provision of the Services and any work under this Agreement.

- (15) **Ethics.** Any persons employed by CONSULTANT to perform the Services shall be subject to the improper influence, conflicts of interests, and gift provisions of the City's Governmental Ethics Ordinance in the same manner as would a City employee. These provisions are §§ 2-156-030, -080, and -142, respectively, of the Municipal Code of Chicago.
- (16) **Indemnification; Release.** Consultant shall release, acquit and discharge, and shall defend, indemnify, and hold harmless each of CCF and CITY, and their respective trustees, officers, agents, and employees from any and all liability, suits, actions, or claims of any character, name, or description, including reasonable attorney's fees, brought on account of any injuries or damage, or loss (real, threatened or alleged) received or sustained by any person, persons, entity or property, arising out of the Services or any other work provided under this Agreement, the Grant Agreement and/or Consultant's failure to perform or comply with any requirements of this Agreement, including, but not limited to, in all cases any claims for personal injury, property damage, breach of warranty, or infringement of copyright, patent, or other proprietary right. CCF reserves the right to retain whatever funds which would be due to the Consultant under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid are settled and satisfactory evidence to that effect furnished. These obligations of Consultant shall expressly survive the expiration or earlier termination of this Agreement. CITY shall release, acquit and

discharge, and shall defend, indemnify, and hold harmless CCF and its trustees, officers, agents, and employees from any and all liability, suits, actions, or claims of any character, name, or description, including reasonable attorney's fees, brought on account of any injuries or damage, or loss (real, threatened or alleged) received or sustained by any person, persons, entity or property, arising out of the Services, any other work provided under this Agreement, the use of the Services by CITY including the implementation of any recommendations or actions taken as a result of, in reliance on or related to the Services or any reports of the Consultant and/or CITY's failure to perform or comply with any requirements of this Agreement or the Grant Agreement, including, but not limited to, in all cases any claims for personal injury, property damage, breach of warranty, or infringement of copyright, patent, or other proprietary right. These obligations of CITY shall expressly survive the expiration or earlier termination of this Agreement.

- (17) **Independent Contractor Status.** The Consultant is an independent contractor and not an employee, partner, or joint venturer of either CITY or CCF. The Consultant is not an agent of either CITY or CCF, nor is it authorized to transact business, enter into agreements, or otherwise make commitments on behalf of CITY or CCF. Neither CITY nor CCF will pay or withhold federal, state, or local income tax or other taxes of any kind, including payroll taxes on behalf of the Consultant or its employees. The Consultant is solely responsible for the withholding and payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation contributions and taxes, and any other fees, charges, licenses, or payments required by law. Consultant shall provide such documentation and other assistance as may be reasonably requested by CCF or CITY in connection with any tax reporting that may be required.
- (18) **Severability.** In the event that any provision of this Agreement is held to be invalid, illegal, or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of this Agreement will remain in full force and effect.
- (19) **Compliance with Applicable Laws.** The Consultant agrees to comply with all applicable federal, state, and local laws and regulations, including any applicable privacy laws.
- (20) **Applicable Law.** This Agreement shall be governed in all respects by the laws of the State of Illinois, but without regard to the principles of conflicts of laws.

- (21) **Agreement to Arbitrate.** The parties agree that any and all claims or disputes between them or against any agent, employee, successor, or assign of the other, whether related to this Agreement or otherwise, and any claims or disputes related to this Agreement, or the relationship or duties contemplated under this Agreement, including the validity of this arbitration clause, shall be resolved by confidential, binding arbitration by JAMS, under the Arbitration Rules then in effect, in Chicago, Illinois. Any award from the arbitrator may be entered as a judgment in any court of competent jurisdiction. This Agreement shall be interpreted under the Federal Arbitration Act. The arbitration and the result thereof, including any settlement or award, shall remain confidential. THE PARTIES UNDERSTAND THAT THEY MAY HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.
- (22) **Consent to Jurisdiction.** ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN A JAMS ARBITRATION HEARING TO BE LOCATED IN CHICAGO, ILLINOIS, AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF JAMS IN ANY SUCH ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH IN SECTION 9 SHALL BE EFFECTIVE SERVICE OF PROCESS. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN JAMS HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS

CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION VII.6.

- (23) **No Personal Liability**; Waiver of Certain Damages. No member, official, director, employee or agent of the CITY, CONSULTANT, OR CCF shall be individually or personally liable in connection with this Agreement. No Party shall be liable to any other Party for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages).
- (24) **Waiver**. A delay or failure by either party to exercise any right under this Agreement will not constitute a waiver of that or any similar or future right.
- (25) **Electronic Signatures**. This Agreement may be executed by the manual or electronic signature of a Party. Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures to the extent and as provided for under applicable law.
- (26) **Headings**. Any headings used herein are for convenience of reference only and shall not affect the construction of or be taken into consideration in interpreting this Agreement.
- (27) **Copies**. A signed copy of this Agreement delivered by electronic mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of the original signed copy of this Agreement.
- (28) **No Third-Party Rights**. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity, other than the Parties hereto, any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby.
- (29) **Interpretation of Agreement**. This Agreement is the result of arms' length negotiations and the mutual agreement of the Parties. In case of any ambiguity, no Party shall be deemed to have drafted the Agreement so as to construe the ambiguity against it. The doctrine of *contra proferentem* shall not apply in any judicial proceeding arising out of or related to this Agreement.
- (30) **Notices**. Unless otherwise specified herein, all notices shall be in writing and given in person, by certified mail, postage prepaid, by recognized overnight delivery service, to a party's address identified below. Any party may change their

notice address by providing written notice to the other parties in conformity with the foregoing. Notices shall be deemed to have been given either: (i) when personally delivered; or (ii) when delivered by an overnight delivery service:

For Notice to CONSULTANT:

Richard P. Brady, President
Matrix Consulting Group
1875 S Grant Street, Suite 960
San Mateo, CA 94402

For Notice to the CITY:

Superintendent of Police
Chicago Police Department
3510 S. Michigan Avenue, Fifth Floor
Chicago, IL 60653

With Copies To:

General Counsel to the Superintendent
Chicago Police Department
3510 S. Michigan Avenue, Fifth Floor
Chicago, IL 60653

And

Corporation Counsel
City of Chicago Law Department
121 North LaSalle Street
City Hall, Room 600
Chicago, Illinois 60602
ATTN: Finance and Economic
Development Division

For Notice to CCF:

Robert Boik
Senior Vice President for Public Safety
Civic Committee of the Commercial Club of
Chicago
190 S. LaSalle Street, 39th Floor
Chicago, IL 60603

IN WITNESS WHEREOF, CITY, the CONSULTANT and CCF have executed this agreement as of the date first written above.

CITY OF CHICAGO,

By: _____
Annette Guzman
Budget Director

By: _____
Sandra Blakemore
Commissioner of Human Resources

By: _____
Larry Snelling
Superintendent of Police

MATRIX CONSULTING GROUP

By: _____
Richard P. Brady
President

COMMERCIAL CLUB FOUNDATION

By: _____
Derek Douglas
President, Civic Committee of the
Commercial Club of Chicago

ATTACHMENT A

Chicago Police Department Staffing Analysis Consultant

Introduction

In January 2019, the City of Chicago entered into a policing Consent Decree in *State of Illinois v. City of Chicago*, N.D. Ill. 17-cv-06260 (the "Consent Decree"). The Consent Decree sets forth numerous requirements for the Chicago Police Department ("CPD") to reform training, policies, and practices to ensure constitutional, effective, and transparent policing. CPD has developed ad hoc staffing analysis reports for various purposes over the years. While these previous efforts are many, none attempted a comprehensive staffing review of the entire Department.

Both police operations and reform strategies require careful planning of staffing levels and workforce allocation. It is imperative that CPD accomplish the changes the Consent Decree requires while maintaining the Department's need to ensure public safety. It is the CPD's hope that this staffing analysis will not only assist the Department with meeting the organization's operational needs, but will also facilitate a comprehensive community-oriented policing strategy that allows the CPD to engage in problem solving to address both quality-of-life and public safety concerns.

Paragraph 356¹ of the Consent Decree requires that CPD ensure staffing is allocated according to the requirements of the Consent Decree. Several paragraphs in the Consent Decree include staffing and other resource requirements. The unity of command/span of control requirement in the Bureau of Patrol of no more than 10 police officers to 1 sergeant is by far the largest component. A 1-to-1 field training officer to probationary police officer ratio, sufficient instructors to train recruits and officers, sufficient investigators to conduct misconduct investigations in a timely manner, sufficient clinicians for the professional counseling division, and sufficient certified CIT officers are also required by the Consent Decree. Further, sufficient resources for district efforts that incorporate strategies for

¹ See Appendix A

building community partnerships and using problem-solving techniques are also a requirement pursuant to ¶16 of the Consent Decree.

Additionally, the PERF BJA Report² recommends that there be enough detectives to handle a manageable caseload. Furthermore, CALEA requires a comprehensive workload assessment, task analysis, and classification plan.³ Please see Appendices A, B, and C for specific requirements.

To ensure the Department has sufficient staffing and efficient workforce allocation in the areas mentioned above, the Department requires a comprehensive agency-wide staffing level and workforce allocation analysis that addresses every Department bureau and unit and at every rank and position to include sworn and civilian members. Three core components frame this analysis: workforce allocation for the police patrol function, staffing methodology for non-patrol bureaus, and replicability for future analysis. For Patrol, the workforce allocation model should do the following:

- (1) Address the consent decree and other requirements;
- (2) Solve for how to achieve unity of command and span of control;
- (3) Account for demand factors such as population, crime rates, calls for service, consistent response times across districts, and officer time on/off radio;
- (4) Solve for ensuring the same team of officers works the same sector geography daily as well as make recommendations on the size of that geography for consideration;
- (5) Incorporate other staffing assumptions based on the Department's community policing strategy; and
- (6) Conduct an examination of total resources to determine where sufficient staffing to complete required tasks is negatively impacted by the resources available.

From operations to investigations to administrative roles, the Department relies on multiple job functions to execute its mission. The Department has multiple complexities that must be considered, including multiple collective bargaining agreements, 24/7/365 coverage, and a large degree of specialization across every Bureau of the Department. The workforce allocation model needs to develop staffing methodology for all non-patrol bureaus in the

² See Appendix B

³ See Appendix C

Department, inclusive of Consent Decree and other external requirements as well as national best practices. The Department is seeking to learn from other police departments' staffing level and workforce allocation analyses as well as other large organizations with similar complexities. The study should also seek to assist the department in identifying where increased civilianization in certain roles may aid in efficiency. While balancing these complexities, the Department must consider the well-being of all sworn and non-sworn members as burnout has been repeatedly cited as an issue that hinders sufficient staffing.

The Department requires a data-driven and updatable model, which is a work-load based⁴ model for non-patrol units and a geographic sector integrity⁵ model for patrol units, to propose workforce allocations with a dedicated steering committee and management system to manage workforce movement going forward. The model, steering committee, and management system will ensure our analysis aligns with the long-term considerations set forth in the Consent Decree and maximizes operational efficiency. The data-driven and updatable model would review current staffing, surface regular (e.g. annual) changes, and:

- Include clearly stated assumptions and data inputs that comply with currently known external requirements (stated above) and advance operational goals;
- be capable of adjusting assumptions for strategic needs, changing circumstances external and internal to the department and regular data analysis of inputs;
- include a repeatable process that enables long-term maintenance of these models by CPD, including roles, responsibilities and technical requirements;
- managed by a dedicated permanent Committee who reports to the Superintendent or their designee; and
- includes a management system for reviewing and making decisions based on the outputs of the model.

⁴ Workload based model is results from a workload analysis which involves the systematic evaluation and distribution of tasks and projects among employees to achieve a balance between productivity, quality, and employee allocation.

⁵ Geographic sector-integrity models involve officers being assigned to a consistent geographic area to ensure that members build a strong familiarity with the community they operate in. It will allow officers to become familiar with and actively contribute to problem solving efforts and address chronic crime conditions. Sectors should be staffed with necessary resources to address calls for service.

Further, this analysis should embody a workforce consistent with the Department's mission: "[CPD] as part of, and empowered by, the community, is committed to protecting the lives, property, and rights of all people, to maintain order, and enforce the law impartially. CPD will provide quality police service in partnership with other members of the community. To fulfill CPD's mission, CPD will strive to attain the highest degree of ethical behavior and professional conduct at all times."

A comprehensive final report including the data-driven model and related assumptions will be made publicly available. Publicly available content will not include any personally identifiable information.

Work Scope

Service to be performed by the consultant will be broken into the following phases with community engagement and status updates for both internal and external stakeholders (to include the IMT and the OAG) incorporated at each phase:

Foundation Phase: Guiding Principles

- Consultant will work with CPD and other identified stakeholders to align on vision, objectives, and guardrails to guide development of data-driven, geography-driven and updatable workforce allocation model
- Considerations will be given to incorporate the mission of the Department, including community policing principles, and requirements of CBU agreement and contracts (e.g. use of overtime)
- Establish steering committee, identify stakeholders assigned to participate and determine cadence of meetings (e.g. monthly throughout this effort). Department will consider appointing representatives from CPD leadership, funders, Mayor's Office representative, community representative(s), and CCPSA representative.
- Consultant will work with any additional local community engagement consultants engaged by the Department to integrate feedback from direct community engagement throughout this scope of work (in each phase as relevant)
- Consultant will work with CPD and other identified stakeholders to understand the scope, deliverables, and timeline of concurrent strategic efforts to determine

opportunities for coordination with and input into the workforce allocation analysis and model development. In addition, the consultant may be requested to provide feedback or input on these concurrent efforts. These other efforts are including but not limited to:

- Community policing strategy, including definition of role of beat officer and all other sworn officers as community policing officers (and related community engagement)
 - Analysis of 911 calls for service (and related community engagement)
- Consultant will identify a list of data that is desired and/or needed to conduct the current state analyses in Phase 1.

Phase 1: Current State Analysis

The purpose of this phase is to develop a current state analysis, which includes the allocation of workforce and the process for allocation across all bureaus. Further, consideration of national best practices for workforce allocation processes will be reviewed.

Activities in this phase include:

- Document current allocation of CPD workforce by role across all Bureaus. Allocations should be assessed based on:
 - Budgeted roles
 - Roles filled on paper
 - Roles filled in practice
- Document current models used by CPD to allocate workforce across all Bureaus:
 - Bureau of Patrol
 - Bureau of Internal Affairs
 - Bureau of Detectives
 - Bureau of Counter-terrorism
 - Office of Constitutional Policing and Reform, to include:
 - Office of Community Policing (incl. Special Activities and Hate Crimes Units)
 - Training & Support Group
 - Force Review Division

- Professional Counseling Division (incl. peer support members, clinicians, and drug & alcohol counselors)
- Audit Division
- Document and assess the Department's current procedures for allocating personnel between units (to include a review of existing staffing models, the Notice of Job Opportunity (NOJO) process, transfer meetings, and other processes used to determine the assignment and transfer of personnel between units, including decision-making roles and responsibilities for these processes.
- Review best practices of processes/procedures used by peer departments to make staffing allocation decisions.
- Identify any gaps between what data is wanted and/or needed to conduct the staffing analyses and what data is actually being collected. These gaps may inform project design and assumptions for Phases 2 and 3, including whether any data should be collected on a temporary basis for the study.

Deliverables during this phase may include:

- Report of current allocation of workforce across all CPD Bureaus/Units/Divisions, by role and models currently used
- Consultant will refer to the Department's identification of specialized units and responsibilities, as well as the district strategic plans developed through community input
- Documentation of current state models and procedures for allocating personnel between units
- Synthesis of best practices of peer departments for personnel allocation
- Internal and external communication plans and community education materials for Phase 2

Phase 2: Bureau of Patrol Staffing Model

The second phase of the analysis should focus primarily on Bureau of Patrol staffing. This will include unity of command, span of control, geographic integrity, and other relevant

consent decree and external requirements. Additionally, demand factors such as population, crime rates, calls for service, consistent response times across districts, officer time on/off radio and any other staffing assumptions based on the Department's community policing strategy should be factors considered in developing recommendations for the size of patrol district sectors. When analyzing workload, the consultant should also consider the following factors:

- Event-specific training (DNC, Lollapalooza, Pride, etc.);
- Increased record-keeping associated with the Consent Decree, including data needed to show full compliance for section-specific requirements;
- "other work," such as: caseloads, court, training during shifts, police reports, evidence processing, administrative details, and break time.

In addition to recommending standard organizational charges for each district, activities may include:

- Assessing what changes are needed to ensure unity of command, a span of control of no more than 10 officers to 1 sergeant, and consistency of patrol deployments to the same geography.
- Reviewing best practices by peer departments for the assumptions and thresholds used in workload-based/demand-driven staffing models.
- Recommending assumptions and relevant thresholds to ensure the model is workload based, demand driven, and ensures equitable response times. These may include population density, crime trends/rates, call patterns, response times, or officer time on/off radio.

Deliverables during this phase may include:

- Synthesis of assumptions and thresholds used by peer departments (e.g. NYPD, LAPD) to guide staffing allocation models;
- Recommended standardized district organizational charts for Bureau, including relevant roles and reporting hierarchies;
- Proposed workload based and demand driven staffing model, including documentation of all key assumptions, metrics, and data sources;

- Proposed changes for geographic boundaries to sectors and beats needed to ensure unity of command, a span of control of no more than 10 officers to 1 sergeant, and consistency of patrol deployments to the same geography.
- Internal and external communication plans and community education materials for Phase 3

Phase 3: Staffing Analysis for Non-Patrol Bureaus

The primary focus of this phase is to develop staffing methodologies for all bureaus outside of the Bureau of Patrol. The Consultant will review best practices by peer departments for the assumptions and thresholds used in workload-based/demand-driven staffing models and then validate, augment, standardize, and/or create workload-based staffing models for select high-priority units. Each of the units below has recently utilized various workload-based staffing models that seek to quantify staffing needs in each unit.

These Bureaus include:

- Bureau of Internal Affairs – recommend model for number of BIA investigators, Accountability Sergeants, and other positions required, pursuant to requirements of paragraph 494b of the Consent Decree; and, recommend assumptions and methodology based on best practices.
- Bureau of Detectives – recommend model with assumptions and methodology based on PERF and CALEA requirements, as well as best practices. Consultant will consider factors such as scheduling requirements, caseload size and case assignment process, disposition of cases, closure rates, time to closure, and solvability.
- Bureau of Counterterrorism – recommend model with assumptions and methodology based on any external and CALEA requirements, as well as best practices. Consider factors such as: volume of narcotics and gang investigations at any point in time and the resources needed to fulfill those assumptions, as well as special events and the resources necessary in the special functions unit to adequately handle the overall number of special activities that the department routinely encounters. Additionally, factors such as when units are assigned to saturation patrol or other non-investigation driven assignments should be considered.

- Office of Constitutional Policing and Reform – Recommended model, assumptions and methodology based on consent decree and other external requirements and best practices, including the following units:
 - Office of Community Policing (incl. Crime Victim Services, Special Activities, and Hate Crimes Unit)
 - Training and Support Group – to include number of instructors and other positions required at the Academy
 - Tactical Review and Evaluation Division
 - Professional Counseling Division – to include peer support members, clinicians, and drug & alcohol counselors
 - Audit Division

Workload analysis on the above positions should also consider factors such as (1) increased record-keeping associated with the Consent Decree, including data needed to show full compliance for section-specific requirements; and evolving requirements and expectations for IT and records infrastructure. In addition, the consultant will include a review of best practices for staffing and training at the leadership level across Bureaus, assess the level of staffing and training needed at the leadership level, and make recommendations to ensure accountability, fidelity to strategic priorities, and consent decree implementation.

Deliverables during this phase may include:

- Synthesis of assumptions and thresholds used by peer departments (e.g. NYPD, LAPD) to guide staffing allocation models for relevant Bureaus;
- Recommended standardized district organizational charts for Bureau, including relevant roles and reporting hierarchies;
- Proposed workload-based and demand-driven staffing model, including documentation of all key assumptions, metrics, and data sources
- Recommendations for staffing and training at the leadership level across Bureaus (command staff)
- Internal and external communication plans and community education materials for Phase 4

Phase 4 – Design Process and Institutional Structure for Regular Staffing Analysis Across all Bureaus

The consultant will develop the process to replicate the comprehensive staffing methodology across Bureaus moving forward as well as recommendations for how CPD can institutionalize an improved staffing-decision-making structure in the future.

Activities during this phase may include:

- Document model development process (assumptions, thresholds, formula, data sources) across all Bureaus
- Outline a repeatable process, including steps, relevant roles, responsibilities, standard operating procedures, roles and decision-making structures for executing the staffing model and allocating personnel between units in coordination with all labor rules and contract requirements, which will be informed by best practices.

Deliverables of this phase may include:

- An updatable, data-driven model for workload-based staffing for each Bureau with comprehensive documentation (assumptions with rationale, formula, data sources, metrics for monitoring effectiveness, and documentation needed for regular updates)
- Recommendations for objectives and the structure of a dedicated Workforce Allocation Committee within CPD to execute the data-driven and updatable model
- Make workforce allocations recommendations on an ongoing basis
- A process for executing annual staffing analysis, review and reallocation processes including roles, responsibilities, decision-making processes and standard operating procedures, including options for how to incorporate meaningful community engagement as part of the annual process, e.g. direct engagement and a notice and comment process for each annual review

Phase 5 – Develop Implementation Plan

Activities to include:

- Outline recommended steps, major milestones, and timeline to stand up the dedicated Workforce Allocation Committee, which will consider resource requirements, training, internal communications and external communications plans

- Outline internal training requirements for CPD personnel across the Department
- Outline internal and external communications plan to accompany standing up the new dedicated Workforce Allocation Committee and annual reallocation process
- Develop community education materials that explain the substance and the rationale behind the staffing model
- Support community engagement consultant as needed to prepare for direct community engagement, notice and comment period as part of implementation

Deliverables may include:

- Implementation plan for standing up the dedicated Workforce Allocation Committee
- Training requirements for relevant CPD personnel
- Internal and external communications plans
- An overview of data, if any, that would be important to collect in the future to make the study replicable, efficient, and measurable over time

Preferred Qualifications

The Department is seeking an experienced, equity-minded consultation team with expertise in both law enforcement and workforce allocation. Other preferred qualifications include:

- Demonstrated ability to work collaboratively with multiple entities
- Demonstrated ability to produce excellent work product in a timely and efficient manner
- Significant experience working on complex compliance and regulatory matters
- Experience in providing comprehensive assessments of large organizations or across several agencies/departments
- Demonstrated commitment to the principles of equity and diversity in staffing
- Demonstrated ability to communicate clearly and effectively
- Demonstrated commitment to transparency and authentic community engagement

Equal Opportunity Employer

The City of Chicago is committed to creating an inclusive environment that promotes equity, including through equal opportunities. To advance these outcomes, the City of Chicago encourages minorities, women, veterans, and all other qualified applicants to apply.

The City of Chicago is proud to be an Equal Opportunity Employer. All qualified applicants will receive consideration for selection without regard to race, color, religion, gender, gender identity or expression, sexual orientation, national origin, genetics, disability, age, or veteran status.

Appendix A | CONSENT DECREE PARAGRAPHS

III. IMPARTIAL POLICING

A. Guiding Principles

49. The Parties agree that policing fairly, with courtesy and dignity, and without bias is central to promoting broad community engagement, fostering public confidence in CPD, and building partnerships between law enforcement and members of the Chicago community that support the effective delivery of police services.

B. Impartial Policing Policies and Procedures

1. General Policies and Procedures

52. In developing or revising policies and training referenced in this section, CPD will seek input from members of the community and community-based organizations with relevant knowledge and experience through community engagement efforts.

IV. CRISIS INTERVENTION

A. Guiding Principles

85. CPD officers will interact with individuals in crisis with dignity and respect. The use of trauma-informed crisis intervention techniques to respond appropriately to individuals in crisis will help CPD officers reduce the need to use force, improve safety in police interactions with individuals in crisis, promote the connection of individuals in crisis to the healthcare and available community-based service systems, and decrease unnecessary criminal justice involvement for individuals in crisis. CPD will allow officers sufficient time and resources to use appropriate crisis intervention techniques, including de-escalation techniques, to respond to and resolve incidents involving individuals in crisis. To achieve these outcomes, the City and CPD will implement the requirements set out below.

B. Crisis Intervention Team Program

91. Additionally, the City and CPD will ensure that the CIT Program has sufficient, dedicated district-level resources, consistent with the needs of each district identified by the District Commander and the CIT Coordinator, and approved by the Chief of the Bureau of Patrol, as needed to carry out the overall objectives and functions of the CIT Program at the district-

level, which include, but are not limited to:

- a. supporting officers in the district with incidents involving individuals in crisis;
- b. delivering CIT Program-approved roll call trainings and mental health awareness initiatives;
- c. establishing relationships between the district and local service providers and healthcare agencies;
- d. referring and, when appropriate, connecting individuals in crisis with local service providers;
- e. engaging with the community to raise awareness of the CIT Program and issues involving individuals in crisis; and
- f. providing administrative support to the coordinator of the CIT Program.

C. Certified CIT Officer Designation

92. Certified CIT Officers are officers who receive specialized training in responding to individuals in crisis. Certified CIT Officers retain their standard assignment and duties but may also take on specialized crisis intervention duties and are prioritized to respond to calls in the field identified as involving individuals in crisis, as assigned.

94. Under the direction of the CIT Coordinator, supervisors and instructors teaching crisis intervention-related topics will assist in identifying and recruiting qualified officers with apparent or demonstrated skills and abilities in crisis de-escalation and interacting with individuals in crisis to apply to receive CIT training

96. CPD's Basic CIT Training is an in-depth, specialized course that teaches officers how to recognize and effectively respond to individuals in crisis. In addition to the crisis intervention-related topics covered in the training provided to all officers, the Basic CIT Training will address signs and symptoms of individuals in crisis, suicide intervention, community resources, common mental health conditions and psychotropic medications, the effects of drug and alcohol abuse, perspectives of individuals with mental conditions and their family members, the rights of individuals with mental conditions, civil commitment criteria, crisis de-escalation, and scenario-based exercises.

97. CPD's CIT Refresher Training is a specialized, advanced training to further develop and

expand Certified CIT Officers' skills in recognizing and appropriately responding to calls for service that involve individuals in crisis. The CIT Refresher Training will include a review of the concepts, techniques, and practices offered in the Basic CIT Training as well as relevant and/or emerging topics in law enforcement responses to individuals in crisis, general and specific to CPD. Additionally, the CIT Refresher Training may cover the content included in the in-service crisis intervention training.

98. Certified CIT Officers may satisfy the in-service training requirements, as outlined in Part H, by completing the CIT Refresher Training.

99. Within 365 days of the Effective Date, the CIT Program staff, in coordination with the Education and Training Division will develop the CIT Refresher Training. The CIT Program staff will review and revise the CIT Refresher Training as necessary to ensure that Certified CIT Officers receive up-to-date training. The CIT Program will seek input from the Advisory Committee in the development of the refresher training.

100. All Certified CIT Officers who completed the Basic CIT Training before the development of the CIT Refresher Training must complete their first CIT Refresher Training within four years of the date that the CIT Refresher Training is developed. All Certified CIT Officers who complete Basic CIT Training on or after the date that the CIT Refresher Training is developed must complete their first CIT Refresher Training within three years of receiving the Basic CIT Training.

101. Certified CIT Officers who fail to complete the CIT Refresher Training within three years of taking their most recently required CIT Training, whether the Basic CIT Training or a prior CIT Refresher Training, will be deemed out of compliance with the CIT Program's CIT Refresher Training requirement. CPD will confirm on a quarterly basis that Certified CIT Officers remain in compliance with the CIT Refresher Training requirement. Any Certified CIT Officer found to be out of compliance during the quarterly review may not continue to be identified by CPD as a Certified CIT Officer and may not continue to be prioritized to respond to calls for service involving individuals in crisis. Each quarter, CPD will inform OEMC of officers who are out of compliance with the CIT Refresher Training requirement. An officer out of compliance with the CIT Refresher Training requirement must complete the most

recently offered version of the CIT Refresher Training before CPD may resume identifying the officer as a Certified CIT Officer and before OEMC may resume prioritizing that officer to respond in the field to calls involving individuals in crisis.

102. All newly assigned Field Training Officers (“FTOs”) and promoted Sergeants and Lieutenants will continue to receive the Basic CIT Training. To be considered Certified CIT Officers, FTOs, Sergeants, and Lieutenants must meet the eligibility criteria and training requirements established by the CIT Program and this Agreement.

103. The CIT Program staff responsible for the CIT training curriculum will, where it would add to the quality or effectiveness of the training and when feasible and appropriate, encourage and seek the participation of professionals and advocates who work with individuals in crisis, and persons with lived experiences of behavioral or mental health crisis, including those with involvement in the criminal justice system, in developing and delivering CPD CIT trainings.

105. CPD will continue to maintain an up-to-date list of Certified CIT Officers, including their unit of assignment. D. Certified CIT Officer Implementation Plan and Response to Incidents

D. Certified CIT Officer Implementation Plan and Response to Incidents

106. CPD will require that, when available, at least one Certified CIT Officer will respond to any incident identified as involving an individual in crisis. Certified CIT Officers will continue to be prioritized for dispatch to incidents identified as involving individuals in crisis, as assigned. CPD will review and revise the appropriate policies to ensure that, in situations in which a Certified CIT Officer is not available to respond to a call or incident identified as involving an individual in crisis, the responding officer engages in crisis intervention response techniques, as appropriate and consistent with CPD policy and their training, throughout the incident. Responding officers will document all incidents involving an individual in crisis in a manner consistent with this Agreement

107. Within 180 days of the Effective Date, and quarterly thereafter, CPD will collect and analyze the number of calls for service identified as involving individuals in crisis for every

watch in each district to evaluate the number of Certified CIT Officers needed to timely respond to incidents and to assess the Department's progress towards achieving the response ratio targets. The number of Certified CIT Officers on each watch in every district will be driven by the demand for crisis intervention services for the particular watch and district.

108. Within 180 days of the Effective Date, CPD will develop an implementation plan ("CIT Officer Implementation Plan") based on, at a minimum, its analysis of the demand for crisis intervention services for each watch in each district. The CIT Officer Implementation Plan will identify the number of Certified CIT Officers necessary, absent extraordinary circumstances, to meet the following response ratio targets:

- a. a sufficient number of Certified CIT Officers to ensure that Certified CIT Officers are available on every watch in each district to timely respond to at least 50% of the calls for service identified as involving individuals in crisis, absent extraordinary circumstances ("initial response ratio target"); and
- b. a sufficient number of Certified CIT Officers to ensure that Certified CIT Officers are available on every watch in each district to timely respond to at least 75% of the calls for service identified as involving individuals in crisis, absent extraordinary circumstances ("second response ratio target").

109. The CIT Officer Implementation Plan will further identify the steps that are necessary to meet and maintain the initial response ratio target by January 1, 2020, and the second response ratio target by January 1, 2022 and the strategies, methods, and actions CPD will implement to make progress to timely achieve and maintain these response ratio targets.

110. Within 180 days of completing the CIT Officer Implementation Plan, and annually thereafter, CPD will submit a report to the Monitor and the Office of the Attorney General ("OAG") regarding the progress the Department has made to meet: (a) the response ratio targets ("Implementation Plan Goals") identified in the Implementation Plan and (b) the number of Certified CIT Officers identified as necessary to achieve the response ratio targets. The Monitor and OAG will have 30 days to respond in writing to CPD's progress report. The Monitor and CPD will publish CPD's report and the Monitor's and OAG's

response, if any, within in 45 days of the date CPD submitted the progress report to the Monitor and OAG.

111. Through the execution of the CIT Officer Implementation Plan, CPD will ensure that it maintains a sufficient number of Certified CIT Officers on duty on every watch of each district to help ensure that a Certified CIT Officer is available to timely respond to each incident identified as involving individuals in crisis, absent extraordinary circumstances.

F. Crisis Intervention Reporting and Data

120. CPD will collect, analyze, and report data regarding the number and types of incidents involving individuals in crisis and responses of CPD officers to such events to assess staffing and deployment of Certified CIT Officers and department-wide responses to individuals in crisis. The CIT Program will review the data contained within the submitted CIT Reports, or any similar form of documentation CPD may implement, to evaluate the overall response and effectiveness by CPD officers and identify any district-level and department-wide trends regarding responses to incidents identified as involving individuals in crisis.

121. CPD will identify and assign a sufficient number of data analysts to collect and analyze data related to the CIT Program and CPD's response to incidents involving individuals in crisis.

G. Crisis Intervention Plan

122. Within 365 days of the Effective Date, and on an annual basis thereafter, the City will publish a written Crisis Intervention Plan. The development of the Crisis Intervention Plan will be based on the regular review of aggregate data and a sample of incidents conducted by CPD and OEMC. The CIT Coordinator will consider quantitative crisis-intervention data, qualitative data on officers' and community members' perception of the effectiveness of the CIT Program, CPD member feedback regarding crisis intervention-related training, actual incident information, staffing and deployment analysis of available Certified CIT officers, research reflecting the latest in best practices for police responses to individuals in crisis, and any feedback and recommendations from the Advisory Committee. OEMC will consider the response to, identification of, and dispatch of calls for service involving individuals in crisis by OEMC tele-communicators, research reflecting the latest in best practices for tele-

communicator responses to individuals in crisis, and any feedback and recommendations from the Advisory Committee.

123. The purpose of the Crisis Intervention Plan will be to evaluate the City's identification of and response to incidents involving individuals in crisis and recommend any changes to staffing and deployment, policy, or training to ensure consistency with CPD and OEMC policy, this Agreement, and best practices. CPD will implement the Crisis Intervention Plan in accordance with the specified timeline for implementation. The Crisis Intervention Plan will:

- a. report the number, type, and outcome of incidents involving individuals in crisis, the number of Certified CIT Officers available and on duty in each district and on each watch, the percentage of calls for service involving individuals in crisis for which Certified CIT Officers were the first officers to respond to the scene for each watch in every district, and the response times for calls for service involving individuals in crisis for each watch in every district;
- b. evaluate the CIT Program's compliance with the objectives and functions identified above;
- c. identify strategies to ensure that CPD has a sufficient number of Certified CIT Officers to meet its response ratio targets for calls for service involving individuals in crisis;
- d. describe any additional resources, including program staff or equipment, the CIT Program needs to perform its functions;
- e. identify safety issues and trends regarding interactions between individuals in crisis and officers;
- f. identify deficiencies and opportunities for improvement in identifying and dispatching calls for service involving individuals in crisis;
- g. recognize and highlight CIT Program and Certified CIT Officer successes, including successful individual officer performance;
- h. develop response strategies for repeat calls for service involving individuals who are frequently in crisis;
- i. recommend any changes to crisis intervention-related strategies, policies, and procedures;
- j. recommend any changes to CPD and OEMC trainings related to individuals in crisis, including any case studies and teaching scenarios; and

- k. include a timeline and plan for implementing recommended changes.

V. USE OF FORCE

A. Objectives

155. CPD officers have the authority to use force, but that authority is limited by the law and Department policy. The provisions of this Agreement seek to facilitate compliance with the law and Department policy regarding the use of force to reduce the circumstances in which using force is necessary, and to ensure accountability when CPD officers use force that is not objectively reasonable, necessary, and proportional under the totality of the circumstances.

156. CPD's use of force policies and training, supervision, and accountability systems will be designed, implemented, and maintained so that CPD members:

- a. act at all times in a manner consistent with the sanctity of human life;
- b. act at all times with a high degree of ethics, professionalism, and respect for the public;
- c. use de-escalation techniques to prevent or reduce the need for force whenever safe and feasible;

VII. TRAINING

D. Instructor Selection and Development

282. All CPD training instructors must be appropriately qualified for their instructional roles and use only approved curricula and lesson plans. CPD will actively recruit and retain qualified instructors to ensure that CPD has sufficient qualified instructors to meet the needs of the Department and requirements of the Training Plan.

H. Field Training and Evaluation Program

298. An effective field training program is necessary for reinforcing the policies, practices, and skills taught in recruit training and instilling in new police officers the principles of safe, effective, and lawful policing that will guide them throughout their careers. CPD will sufficiently staff, supervise, and manage its field training program ("Field Training and Evaluation Program") to train and evaluate new officers in the necessary skills required to deescalate or use force in accordance with the sanctity of life, the law, CPD policy, and this Agreement.

H. Field Training and Evaluation Program

301. CPD will review and revise as necessary its FTO selection policies and procedures to establish and implement a program that effectively attracts and retains qualified FTOs

302. CPD's policies and procedures will continue to delineate the criteria and methodology for selecting FTOs. Subject to its collective bargaining agreements with the CPD unions, CPD will review and, as appropriate, revise its eligibility criteria and promotional practices to ensure that FTOs are selected based on their applications, previous performance as police officers, FTO training examination scores, and disciplinary histories.

305. CPD will revise the Field Training and Evaluation Program to ensure that no more than one PPO is assigned to an FTO during each training cycle. The City will provide CPD with the necessary support and resources to designate a sufficient number of FTOs to meet the requirements of this Agreement. Officers performing FTO duties in a temporary capacity are considered FTOs under this Agreement so long as they meet the requirements set forth for FTOs in this Agreement, except for the selection requirements.

306. CPD will ensure that PPOs in the Field Training and Evaluation Program train with different FTOs during each of their training cycles.

307. CPD will ensure that PPOs awaiting assignment to an FTO will not be placed on assignments in the field without adequate supervision. CPD will track and document all instances of PPOs placed in field assignments prior to starting the Field Training and Evaluation Program.

VII. SUPERVISION

A. Guiding Principles

343. CPD should have the staffing necessary to promote lawful, safe, effective, and community-centered policing; provide effective supervision; ensure officer safety and accountability; and implement the terms of this Agreement.

C. Staffing, Allocation, and Deployment

1. Generally

356. As otherwise set out in this Agreement, CPD will ensure that it makes staffing and allocation decisions that provide for:

- a. the number of patrol field supervisors to ensure span of control and unity of command as required in this Part;
- b. the number of well-trained, qualified FTOs, as required in Part H of the Training section of this Agreement;
- c. the number of well-trained, qualified staff to train recruits and officers, as required in Part D of the Training section of this Agreement;
- d. the number of well-trained, qualified staff to conduct timely misconduct investigations, as required in the Accountability and Transparency section of this Agreement;
- e. the number of certified CIT Officers, as required in Part D of the Crisis Intervention section of this Agreement; and
- f. the number of officer assistance and wellness staff as required in the Officer Wellness and Support section of this Agreement.

2. Unity of Command and Span of Control

360. By January 1, 2020, CPD will develop a staffing model to achieve the principles of unity of command and span of control. CPD's staffing model will identify methods to implement unity of command and a span of control ratio of no more than ten officers to one Sergeant for all field units on each watch in each of CPD's patrol districts. To achieve this objective, CPD will maintain, at a minimum, one Sergeant for each sector.

361. In order to achieve unity of command and a span of control of no more than ten officers to one Sergeant in the field units on each watch in each patrol district, the staffing model may consider:

- a. staffing requirements for watch operations, including, but not limited to, watch personnel assigned to field duties and watch administration functions;
- b. staffing requirements for all other district law enforcement functions, including, but not limited to, district administration, community policing, and tactical teams;

- c. data-driven resource allocation methods incorporating district-specific factors, including, but not limited to, calls for service, public violence, and property crime; and
- d. any other considerations CPD deems relevant to achieving unity of command and a span of control ratio of no more than ten officers to one Sergeant in all field units on each watch of the City's patrol districts.

364. Beginning no later than January 31, 2020, CPD will begin to implement a staffing model to achieve unity of command and a span of control ratio of no more than ten officers to one Sergeant assigned to field units on each watch in each patrol district.

366. CPD will continue to maintain unity of command and a span of control ratio of no more than ten officers to one Sergeant for district tactical teams and area saturation teams.

367. CPD may review and revise its staffing model as necessary to ensure that all field units on each watch in each patrol district achieve unity of command and a span of control ratio of no more than ten officers to one Sergeant.

IX. OFFICER WELLNESS AND SUPPORT

1. Officer Support Systems Plan

383. The needs assessment should analyze, at a minimum:

- a. staffing levels in CPD's Professional Counseling Division;
- b. the current workload of the licensed mental health professionals and drug and alcohol counselors employed by CPD;
- c. how long it takes CPD members requesting counseling services to be seen by a licensed mental health professional or drug and alcohol counselor;
- d. the professional specialties of CPD's licensed mental health professionals;
- e. the frequency and reasons for referrals of CPD members to clinical service providers external to CPD and the quality of those services;
- f. CPD member feedback, through statistically valid surveys that ensure anonymity to participants consistent with established Professional Counseling Division guidelines, regarding the scope and nature of the support services needs of CPD members and

the quality and availability of services and programs currently provided through the Employee Assistance Program;

- g. similar mental health services offered in other large departments, including the ratio of licensed mental health professionals to sworn officers and the number of counseling hours provided per counselor per week;
- h. guidance available from law enforcement professional associations;
- i. the frequency and adequacy of CPD's communications to CPD members regarding the support services available to them;
- j. the frequency, quality, and demand for in-service trainings related to stress management, officer wellness, and related topics; and
- k. the quality of recruit training related to stress management, officer wellness, and related topics.

389. At least annually, the Director of the Professional Counseling Division will provide a written report to the Superintendent, through his or her chain of command, that includes anonymized data regarding support services provided to CPD members, how long it takes CPD members requesting counseling services to receive them, and other metrics related to the quality and availability of these services. This report will also contain resource, training, and policy recommendations necessary to ensure that the support services available to CPD members reasonably address their identified needs and comply with the Officer Support Systems Plan

391. CPD will initially increase the staffing level in its Professional Counseling Division to at least ten full-time licensed mental health professionals (or a combination of full and part-time licensed mental health professionals capable of providing an equivalent amount of weekly clinical therapy hours) by January 1, 2020. CPD may contract with licensed mental health professionals external to CPD on an interim basis while CPD completes the process for creating these new positions and hiring individuals to fill them. Additional changes to staffing levels will be made consistent with the results of the needs assessment and Officer Support Systems Plan.

392. CPD will ensure that its staff of licensed mental health professionals includes individuals with specialized training in one or more of each of the following subjects: posttraumatic stress disorder, domestic violence, alcohol and substance abuse, anger

management, depression, and anxiety.

393. In order to provide support services that are culturally appropriate, sensitive to differing circumstances, and attentive to the issues facing all CPD members, including, but not limited to, women, people of color, religious minorities, and LGBTQI individuals, CPD will ensure that: a. the licensed mental health professionals and counselors employed by CPD are trained and equipped to provide services in a manner respectful of these diverse experiences and perspectives; b. CPD members receiving services have the opportunity to provide feedback regarding whether such services are culturally appropriate and adapted to diverse experiences and perspectives; and c. appropriate corrective action is taken to the extent necessary based on feedback received.

3. Alcohol and Other Addiction Services

399. CPD will ensure the number of drug and alcohol counselors available, either on staff or through referrals, meets the needs of CPD members consistent with the needs assessment and the Officer Support System Plan.

X. ACCOUNTABILITY AND TRANSPARENCY

1. Investigative Practices

a. Preliminary Investigations

459. Within 30 days of receiving an allegation: a. COPA and BIA will assess the allegation to determine whether the complainant has alleged potential misconduct; and b. if potential misconduct is alleged, COPA, BIA, or the district will initiate a preliminary investigation into the complaint.

460. Preliminary investigations will take all reasonable steps to discover any and all objective verifiable evidence relevant to the complaint or administrative notification through the identification, retention, review, and analysis of all available evidence, including, but not limited to: all time-sensitive evidence, audio and video evidence, physical evidence, arrest reports, photographic evidence, GPS records, computer data, and witness interviews. All reasonable steps will be taken to preserve relevant evidence identified during the preliminary investigation.

494. CPD will require that:

b. beginning in 2020, and by January 31, 2022, each District Commander designates at least two Accountability Sergeants who will report to the District Commander, and whose primary responsibility is receiving, processing, and investigating complaints against CPD members;

G. Staffing and Equipment Needs

522. Within 365 days of the Effective Date, COPA, the Deputy PSIG, and BIA will create separate staffing and equipment-needs plans. Such plans will include analyses setting forth the basis for the plans' staffing requirements and equipment needs assessments. CPD will implement the staffing and equipment-needs plans in accordance with the specified timeline for implementation.

523. On an annual basis, COPA, the Deputy PSIG, and BIA will review and revise, if needed, each entity's respective staffing and equipment-needs plans.

524. BIA's staffing and equipment-needs plans will include the investigation staffing and equipment needs of the districts.

525. Within 60 days of the Effective Date, the City will propose a permanent method of selecting the Chief Administrator of COPA. In creating the permanent selection method for COPA's Chief Administrator, the City will consider the views and recommendations of community stakeholders.

APPENDIX B | PERF RECOMENDATIONS

Recommendation #1: The CPD should revise its organizational structure to create a specific “Homicide Unit” within the Bureau of Detectives.

Recommendation #3: The Bureau of Detectives should be organized and staffed in a way that promotes accountability and collaboration. Each Detective Area should include squads of specifically trained detectives who handle only homicides (and possibly serious, life-threatening assaults).

Recommendation #4: The City and the Police Department should increase the number of homicide sergeants and detectives to meet the Bureau of Detectives’ authorized strength.

Recommendation #16: The CPD Bureau of Detectives should ensure that all units involved in homicide and nonfatal shooting investigations have the staffing needed to respond to the scene quickly and perform their jobs effectively and efficiently.

Recommendation #54: The Bureau of Detectives should evaluate the staffing levels of the Forensic Services Division and, if necessary, increase the authorized strength of the unit. The staffing levels should ensure an adequate number of personnel are available to respond to homicides and thoroughly process and test evidence in a timely fashion.

Recommendation #57: The CPD should consider creating a new classification of ETs who have the interest, training, and experience to work homicide scenes.

APPENDIX C | CALEA STANDARDS

21.2.4

(N/A O M M) Workload Assessments

A written directive requires documented workload assessments of all organizational components be conducted at least once every four years and shall include:

- a. designation of position responsible for assessments;*
- b. assessment methodology to be used for each component; and*
- c. conclusions and recommendations for distribution / allocation of personnel.*

Commentary

The intent of the standard is to encourage the equalization of individual workloads among and within organizational components. The written directive should include the position within the organization having responsibility for coordinating the workload assessment process. Due to unique characteristics of some components within an organization, the methodology used to conduct workload assessments may vary. The methodology used for each component should be clearly defined to ensure as much consistency as possible. The analysis should specify all incidents and factors used in making each workload assessment and indicate any time and location factors necessary to complete a task. The method used to determine workload assessments in the patrol component may differ from other components within the agency. However, all components should receive an assessment.

Basing the allocation of personnel on workload demands can have a significant influence on the efficiency and effectiveness of the agency. The agency should attempt to prevent over or understaffing by ensuring that the personnel strength of an organizational component is consistent with the workload. The nature or number of tasks and their complexity, location, and time required for completion are some of the factors influencing workload demands. The process of allocating personnel to each organizational component also permits the agency to determine the overall number of personnel required to meet its needs and fulfill its objectives.

The allocation of personnel to the patrol component should, at a minimum, take into account the number of incidents handled by patrol personnel during the specified

period; the average time required to handle an incident at the patrol level, which can be computed through a sampling of cases; calculation of the percent of time, on the average, that should be available to the patrol officer for handling incidents during a specified period, such as an eight-hour shift; and time lost through days off, holidays, and other leave, compared to total time required for each patrol assignment.

Patrol personnel should be distributed in accordance with temporal and geographic distribution of incidents or in accordance with community policing strategies. This is one of the primary means of improving the agency efficiency and effectiveness. The agency's system for determining the appropriate proportional distribution should take into account incidents, locations, variations in workload, and deployment strategies. (N/A O M M)

21.1.1

(O O O O) Task Analysis

A written task analysis of every class of full-time employee in the agency is conducted, maintained on file and includes, at a minimum:

- a. *the work behaviors (duties, responsibilities, functions, tasks, etc.);*
- b. *the frequency with which the work behaviors occur;*
- c. *how critical the work behaviors are; and*
- d. *the job-related knowledge, skills, and abilities needed to perform the work behaviors effectively.*

Commentary

A task analysis is basic to proper human resource management. Analyses should be required for all classes of full-time employees in the agency. Hiring, promotion, training, and job performance evaluation criteria should be established by task analysis.

Pertinent information about work behaviors may be obtained through observation, individual or group interviews, content analysis of work products, and questionnaires. After the work behaviors have been defined either in terms of

duties, tasks, functions, or other grouping scheme, a similar process should be employed to define the knowledge, skills, and abilities required of the employee in performing the important work behaviors.

The task analysis should produce information about the employee class that is specific, objective, comprehensive, and, most importantly, verifiable by independent review. The results of the study should be incorporated in job descriptions prepared by the agency.

Analyses should be guided by personnel, either inside or outside the agency, who possess training and/or experience in evaluating jobs. Incumbents and their first- and second-level supervisors should be viewed as significant sources of information concerning the employee classes under study.

The analyses should be updated when significant changes in the employee classes occur, whether through attrition, modification, or deletion of duties and responsibilities, e.g., may be done in conjunction with changes in departmental functions, staff inspection, or changes in organizational strategies. (0 0 0 0)

21.2.1

(N/A 0 0 0) Classification Plan

The agency has a written classification plan, that includes:

- a. categorization of every job by class on the basis of similarities in duties, responsibilities, and qualification requirements;*
- b. class specifications;*
- c. provisions for relating compensation to classes; and*
- d. provisions for reclassification.*

Commentary

Classification involves describing the different kinds of work performed in an agency and consolidating similar jobs into classes based upon similarity of duties and responsibilities. Since classes in a law enforcement agency are usually linked to rank, the classification plan should specify the class titles and general duties, responsibilities, and qualifications for each traditional rank in the agency, such as police officer, deputy sheriff, sergeant, lieutenant, captain, and chief. Agencies utilizing full or part-time personnel, or volunteers charged with performing sworn law enforcement duties, should describe and have classification plans for each of these positions. The establishment of a structured classification plan with general requirements for each class should allow agencies to achieve more efficient administration, compensation, and equitable treatment of personnel. (N/A 0 0 0)

