

AGREEMENT FOR PROFESSIONAL SERVICES #22015
For Lake County Sheriff's Office Management Study

This Agreement for Professional Services ("**Agreement**") is between the County of Lake ("**County**") and PFM Group Consulting LLC ("**Consultant**"), whose principal business address is 1735 Market Street 42nd Floor, Philadelphia, PA 19103.

RECITALS

1. Lake County issued an RFP seeking Operations and Organizational Assessment for the Lake County Sheriff's Office ("Services").
2. Consultant responded timely with a proposal dated February 8, 2022 ("Proposal").
3. Following shortlist interviews, Consultant provided a response to requested scope clarification dated June 6, 2022 (Exhibit A)
4. Based on Consultant's Proposal and scope clarification, the County and Consultant have negotiated terms under which Consultant will perform the Services.
5. To memorialize the terms and conditions under which Consultant will perform the Services, the parties have drafted this Agreement.

In light of the foregoing, Lake County and Consultant agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The documents that encompass the parties' understanding are listed below and shall be considered in the following order of precedence, with the Consultant's proposal or the RFP supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.

1. This Agreement and its exhibits.
 - a. Consultant's scope clarification dated June 6, 2022, as exhibit A.
2. Consultant's proposal dated February 8, 2022.
3. The County's RFP (including any addenda to it).

SECTION 2. SCOPE OF WORK

The scope of work that Consultant agrees to perform is set forth in Exhibit A to this Agreement.

SECTION 3. EFFECTIVE DATE; TERM

This Agreement shall be effective upon execution and shall be in effect until date of completion. The Consultant will submit a schedule showing the actual completion date. At the end of any contract term, Lake County reserves the right to extend this contract for a period of 60 days for the purpose of negotiating a new or extended agreement. In the event Lake County exercises its right to institute the 60-day extension, prorated rebate calculations shall be

applied. For any year beyond the initial contract term, this contract is contingent upon the appropriation of sufficient funds.

Effective Date. Unless a different effective date is provided above, this Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

SECTION 4. AGREEMENT PRICE

Lake County will pay Consultant an amount not to exceed amount of \$463,970 for Phase 1 (Operations and Organizational Assessment) as identified in Exhibit A. Lake County reserves the right to contract for Phase II (In-Dept Assessment) through a contract modification once funding has been appropriated and approved by action of the County Board.

SECTION 5. INVOICES & PAYMENT

- A. At the start of this Agreement, the County will issue a purchase order for the work and Consultant shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Consultant shall permit a representative from Lake County to inspect and audit all of Consultant's data and records for the work and services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the end of the Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).
- D. Lake County's fiscal year ends on November 30. Invoices for services the Consultant has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this Agreement is terminated prior to its expected expiration date, the Consultant

must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Consultant to invoice the County in the timeframes noted in this section shall constitute the Consultant's waiver of the Consultant's right to payment.

SECTION 6. CHANGE ORDERS

In the event changes to the scope of the project or additional work become necessary or desired (a "Change"), the parties shall follow the procedures set forth in this Section to memorialize the change (a "Change Order"). A Change Order shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. The Change Order shall set forth in detail: (i) the Change requested, (ii) the reason for the proposed Change; (iii) the cost of the Change; and (iv) the Change's impact on the time for completing the project.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within 10 business days, the receiving party shall be deemed to have rejected the Change Order. If the parties cannot reach agreement on a proposed Change, Contractor shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In cases where the Purchasing Agent's signature is required, or where County Board approval is needed, the Change Order shall not be deemed rejected by County after 10 days if the County's Project Manager has indicated in writing within the 10-day period an intent to present the Change Order for appropriate signature or approval.

SECTION 7. INDEMNIFICATION

Consultant agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this Agreement and arising from the Consultant's (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Lake County shall provide notice to Consultant promptly of any such claim, suit, or proceeding, and will assist Consultant, at Consultant's expense, in defending any such claim, suit, or proceeding.

SECTION 8. INSURANCE

The Consultant must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A and provide the County with a Certificate of Insurance 15 days before the

start of the project, and thereafter annually upon each renewal date for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Excess/ Umbrella Liability

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage; limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum*)

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Professional Liability – Errors and Omissions

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Professional Liability – Cyber Liability

Cyber Liability Insurance for property damage to electronic information and/or data; first- and third-party risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Technology Errors and Omissions

The Contractor's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

County, acting at its sole option, may waive any of the foregoing insurance requirements upon a request to do so, but no waiver shall be effective unless made in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's risk manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this agreement.

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

SECTION 9. INDEPENDENT CONTRACTOR; LICENSURE OR CERTIFICATIONS; KEY PERSONNEL

- A. **Independent Contractor Status.** The parties intend that the Consultant will be an independent contractor.
- B. **Licensure or Certifications.** If required by law, the Consultant must at all times be and remain licensed or certified as a qualified provider of the services provided in this Agreement. Consultant shall submit copies of the required licenses or certifications upon the County's request. Consultant shall promptly notify County in writing of any citation

Consultant receives from any licensing or certification authority, including all responses and correction plans.

- C. Where the parties have identified particular individuals as being critical to a project ("Key Employees"), then Consultant shall not replace Key Employees without the County's prior written consent, which shall not be unreasonably withheld. Should Key Employees be reassigned, become incapacitated, separate from the Consultant, or be otherwise unable to perform the functions assigned to them, Consultant shall (i) within 10 business days, temporarily replace the person with another properly qualified employee and (ii) within 30 calendar days, permanently replace the person.

Lake County shall have the right to request that Consultant replace Key Employees from the project by setting forth in writing the grounds for the request. Consultant shall have a reasonable time period in which to address the grounds or make a substitution.

- D. Consultant shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Consultant agrees to notify Lake County immediately whenever it is unable to comply with applicable State, Federal, or local laws, rules and regulations. Where non-compliance materially impairs the Consultant from performing the services under this Agreement, the County may terminate the Agreement for cause.

SECTION 10. DISPUTE RESOLUTION

All issues, claims, or disputes that the Consultant raises or makes related to this Agreement shall be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097.

SECTION 11. NO IMPLIED WAIVERS

Waivers of a term or condition of this Agreement shall be in writing, and that writing must describe the circumstances giving rise to the waiver. The parties intend that no waiver of any term or condition shall be deemed or construed as a waiver of any other term or condition of this Agreement, and waiver of any breach shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 12. SEVERABILITY

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court of Lake County, Illinois.

SECTION 14. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by Lake County to Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

**PFM Group Consulting
1735 Market Street
42nd Floor
Philadelphia, PA 19103**

Copies of any notices and communications which propose to modify or terminate this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

This Agreement shall not be assigned, delegated, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

If Lake County agrees that the Consultant may assign, delegate, or subcontract the work under this Agreement, Consultant shall remain contractually liable to Lake County unless otherwise agreed in writing.

SECTION 16. TERMINATION

Lake County reserves the right to terminate this Agreement as set forth below.

a. Termination for Convenience:

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

b. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Consultant's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Consultant with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Consultant at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Consultant to contractual damages of any kind.

d. Termination Due to Force Majeure Events:

(i) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(iii), below.

(ii) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(iii) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

SECTION 17. CONFIDENTIALITY

Both parties acknowledge that Consultant's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*). Consultant agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

SECTION 18. WORK PRODUCT

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

SECTION 19. PRESS/NEWS RELEASES

Consultant may not issue any press or news releases regarding this Agreement without prior approval from Lake County. Consultant shall provide notice to Lake County's Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

SECTION 20. DEBARMENT AND SUSPENSION

The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County's Authority and Decision to Debar.

The Consultant certifies to the best of his or her knowledge and belief that the Consultant:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Has not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Consultant agrees that, during the term of this Agreement, Consultant shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Consultant has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Consultant's responsibilities under this Agreement, then the County may terminate this contract.

SECTION 21. NON-DISCRIMINATION

During the term of this agreement, Consultant agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

Signed:

COUNTY OF LAKE

By: _____

Its Purchasing Agent

Date: _____

PFM GROUP CONSULTING

By: _____

Its

Date: _____

DRAFT

Exhibit A

Consultant's scope clarification dated June 6, 2022



June 6, 2022

Ms. RuthAnne Hall
Purchasing Manager
Lake County
18 North County Street, 9th Floor
Waukegan, IL 60085



1735 Market Street
42nd Floor
Philadelphia, PA 19103
215.567.6100

pfm.com

Dear Ms. Hall:

I am writing to follow up on our conversation with you and Assistant County Administrator Hiller on May 17, 2022, our letter of April 22, 2022 and subsequent exchange of email communications related to the Operations and Organizational Assessment of the Lake County Sheriff's Office (LCSO). Based on the above, PFM now proposes the following budget, scope, timeline, and staffing for the project.

Budget

Under the proposed scope and timeline outlined in this letter, we propose the budget outlined initially in our RFP response -- \$463,970 for Phase I (Operations and Organizational Assessment) and \$332,130 for Phase II (In-Depth Assessment).

Scope

We propose revising the scope back to what was initially contemplated in our RFP response, though under the revised timeline that follows. The currently proposed scope is attached as Appendix A to this letter.

Timeline

Based on an August 2022 start to the project, we propose the following revised project timeline:

| Phase 1 | |
|--------------------------|--|
| August – September 2022 | Project Kick-Off Submit Data and Document Request Best Practice Research Benchmarking Deliverable: Project Plan |
| October 2022 | Best Practice Research Benchmarking Non-Leadership Staff Roundtables Stakeholder Interviews Submit Follow-up Data and Document Request (as needed) |
| November – December 2022 | One on One Interviews with Leadership Draft Final Report |



| | |
|---------------|---|
| January 2023 | Review Draft Recommendations with LCSO and County County and LCSO to Provide Feedback on Draft Report Deliverable: Phase 1 Final Report |
| February 2023 | County and LCSO to Determine Phase 2 Scope |
| Phase 2 | |
| March 2023 | Finalize Scope with County Develop Project Plan |
| April 2023 | Submit Data and Document Request Interviews with Relevant LCSO Staff |
| May 2023 | Project Specific Research and Data Collection (e.g., survey) Project Specific Analysis Financial Impact Analyses |
| June 2023 | Draft Final Report Review Draft Recommendations with LCSO and County County and LCSO to Provide Feedback on Draft Report |
| July 2023 | Deliverable: Phase 2 Final Report Deliverable: Presentation to Relevant County Board members and staff |

Staffing

I will be the Engagement Manager throughout the project and Sarah Schirmer, the Executive Director of our Center for Justice and Safety Finance will be the Project Manager. We plan to have Chloe Bohm lead on all aspects of the project related to the Sheriff's corrections functions and Seth Williams will lead work on the project related to the Sheriff's other functions. Both Dr. Ronal Serpas and Greg Butler will serve as subject matter experts on the project. Our work will also be supported by Analysts who will be assigned to the project when we agree to a start date.

Please feel free to contact me at 423-637-8085 or eichenthald@pfm.com with any questions. We are enthusiastic about the opportunity to support the County on this important project.

Sincerely,

PFM GROUP CONSULTING LLC

David Eichenthal
Managing Director



APPENDIX A

Proposed Scope for Operations and Organizational Assessment of the Lake County Sheriff's Office (LCSO)

The LCSO assessment will consist of two phases. In the first phase, the PFM team will review LCSO's organization, management, and operations. In the second phase, the PFM team will conduct an in-depth examination of key findings from the first phase with greater consideration for the fiscal impact of recommendations.

At the core of PFM's Phase 1 approach is a set of analyses that will identify the current strengths and weaknesses of LCSO's management, internal processes, operations, and performance. Armed with these analyses and our existing knowledge of standards and best practices, the PFM team will propose a set of recommendations that will move LCSO from its current state to its future desired state.

In Phase 2, the PFM team will go further on select areas, in consultation with the County and LCSO. This more in-depth assessment will go beyond initial findings to examine contributing factors and fiscal impact.

Our technical approach in both phases of work returns to three key questions:

- How do LCSO's current organization and operations support and/or hinder its ability to function efficiently and effectively?
- What does LCSO need to effectively meet the evolving public safety needs in Lake County?
- What steps should the County and LCSO take to meet its goals and align with industry standards and best practices?

Research Approach

The PFM team is prepared to deliver an integrated, practiced, and successful research approach for the LCSO assessment. The core of this methodology has been applied in numerous reviews of police departments, jails, and sheriff's offices across the nation and consists of three complementary methods of gathering information: 1) gathering and reviewing data and documents; 2) staff and stakeholder interviews and roundtables; 3) benchmarking and best practice research.

In addition to PFM's proven research approach, the team will also review new and revised statutes relevant to law enforcement and corrections operations and tour the Sheriff's Offices facilities.

Gather and Review Data and Documents

At the start of the project, the PFM team will schedule a virtual Project Kick-off with the appointed points of contact from the County. This initial discussion will inform the



team's subsequent detailed information request for personnel, budget, operational, and performance data and Office policies.

The PFM team will request law enforcement, corrections, and administrative data and documents from LCSO. Data will be requested for five calendar or fiscal years. The PFM team anticipates that, in some cases, less than five years of data will be available due to changes in information systems, data collection and operational policies, or statute; in those instances, the appropriate period will be determined with the County.

Requested information will include: administrative records; office policies and procedure manuals; budget and personnel records; workload data in raw form (and aggregate statistics where raw data is not available); and performance statistics.

Specifically, this request may include, but will not be limited to:

■ Personnel and Budget Information

- Existing collective bargaining agreements
- To the extent not publicly available, employee benefits information and detail
- Current job specifications and position classification documents
- Personnel roster
- Recruitment and retention data
- Detailed revenue and expenditure data
- List of high-value contracts (amount to be determined collaboratively) and expected expiration date

■ Organizational Information

- Current and historical tables of organization
- Employee current assignments
- Daily and shift staffing levels (by day of week, time of day, etc.)
- Command structure
- Specialized unit performance data and detail
- List of current information systems

■ Operational Information

- Law enforcement workload data (calls for service by type, time from dispatch to arrival, time from dispatch to clearance, arrests, investigations, clearances by case type, etc.)



- Corrections workload data (average daily population, disaggregated by detention status, classification level, segregation status, mental health status, etc.)
- Arrest data
- Use of force data
- Fleet detail
- Summary of current programs related to proactive policing, community engagement, alternatives to arrest (e.g., Crisis Outreach and Support Team, Living Room Wellness Center)
- Documents related to the proposed Consolidated 911 & Emergency Operations Center

In addition, the PFM team will ask for all relevant Internal and external evaluations and performance reports including certification reports, independent studies, audits or inspection report.

The PFM team will share a draft information request with the County shortly after Project Kick-off and refine it based on initial conversations about data availability. In consultation with County Administration and LCSO, the PFM team may also request data from County departments, such as budget and personnel data. Subsequent information requests may be submitted to LCSO based upon information learned through document review and interviews. As the PFM team receives and analyzes data, it will confirm understanding of each records' use and review initial findings to ensure the data is accurately represented.

Benchmarking and Best Practices Research

While our data collection and interviews will be used to build a complete view of LCSO's current state, benchmarking and best practices research will be critical in identifying the Office's ideal future state. This research, coupled with our team's expertise and the invaluable input of LCSO and County leaders and staff, will be the foundation of identifying opportunities to better align with best practices, developing recommendations, and detailing a strategic implementation plan.

PFM will use a finite cohort of benchmark sheriff's offices to contextualize LCSO's performance data, interview results, and PFM's best practices research. Working with County and LCSO leadership, the PFM team proposes to identify a cohort of up to seven sheriff's offices in the United States – at least three of which will be in Illinois (subject to County and LCSO confirmation that DuPage, Will, and Kane Counties are reasonable benchmarks) – that are comparable in size and responsibility to LCSO. Nationally, priority in selection will be given to offices that have achieved the greatest



success in crime reduction (defined as percentage decline in Part I and Part II crimes under the UCR) in the last five years and have also committed to reducing jail population, as Lake County has done through its participation in the Safety and Justice Challenge. These offices will be used as benchmarks for analysis across all areas of the assessment. Importantly, we understand that when looking at staffing and benchmarks for LCSO, the comparative information is contextual, not dispositive.

Staff and Stakeholder Interviews and Roundtables

Once the PFM team has had an opportunity to review the data and documents, conduct best practice research, and initiate benchmarking, it will initiate staff roundtables with supervisors, deputy sheriffs, and officers. This approach will allow the PFM team to ask LCSO to provide perspective and context about the initial findings of the data analysis. These roundtable discussions will also enhance the team's understanding of the Office's organization and operations, its history, and the various perspectives on LCSO's strengths and challenges.

Following staff roundtables, the PFM team will conduct one-on-one interviews with LCSO leadership to discuss strategic goals, vision, and initial project findings. In these conversations, and ongoing conversations with the County and LCSO points of contact, the PFM team will collaboratively finalize a plan to complete Phase 1 of this assessment.

These interviews and roundtable discussions will be completed as part of Phase 1, although the PFM team may conduct additional one-on-one interviews as the scope of Phase 2 is determined.

■ *Staff Roundtables*

- *Law Enforcement:* Communications; Detectives; Patrol Deputies
- *Corrections:* Sergeants; Corrections Officers
- *Administrative:* Community and School Resource Team; Court Security; Crisis Outreach and Support Team

■ *One-on-One Interviews*

- *County Administration:* County Administrator, Chair and Vice-Chair of Law and Judicial Committee, Finance & Administrative Services, Human Resources, and other relevant County employees to be determined
- *Department Leadership:* Sheriff, Undersheriff, Chief of Staff
- *Law Enforcement:* Deputy Chief Criminal Investigations, Deputy Chief Patrol



- *Corrections*: Chief of Corrections, Administrative Deputy Chief, Operational Deputy Chief, Director of Inmate Programs, Director of Health Services, Reentry Specialist
- *Administrative*: Leaders of Business Office and Court Security Unit

For each interview and roundtable discussion, the PFM team will develop a tailored discussion guide with an outline of topic areas to be covered specific to the participants' experience and perspective. The discussion guides will be greatly informed by the review of the requested data and documents and will feature open-ended and data-driven questions. We also expect that, in many cases, the project team will follow up with one-on-one conversations with interviewees or roundtable participants to gather additional insight.

The PFM team will also interview all criminal justice and local stakeholders to provide a range of perspectives. These interviews will also help to understand the expectations of LCSO's operations. In coordination with the County, the PFM team will seek to interview leaders and staff in the Division of Adult Probation Services, State's Attorney's Office, municipal police departments in Lake County, victims' rights organizations, and other community-based stakeholders.

Project Deliverables

Throughout the project, the PFM team will provide Lake County with regular status updates, at a schedule to be determined at the launch of the project. In addition to these interim updates, across Phases 1 and 2, the PFM team will produce five deliverables for Lake County: a project plan, a summary of preliminary interview findings, two final reports, and a final presentation. Once drafted, PFM will share the Phase 1 Final Report and Phase 2 Final Report with County Administration and LCSO to allow for feedback and ensure accuracy before submission.

The following is a brief description of what will be included in each deliverable.

Upon execution of the contract, the PFM team will deliver a **Project Plan** to Lake County. The Project Plan will build on the implementation plan outlined in this proposal and provide additional details about the timeline for interim steps based on the contract execution date. The Project Plan will highlight the timeline for interactions with County Administration and LCSO employees, including interviews, data requests, and reviews of draft reports. The Project Plan will form the basis for interim updates throughout the project.

The PFM team will develop a **Phase 1 Final Report** that summarizes the key findings of the research and analysis detailed in this Scope of Services and makes a series of recommendations that the County and LCSO can implement to improve the Office's efficiency and effectiveness within the County's existing financial means. The Final



Report will provide a clear implementation plan with key partnerships, timelines and interim steps detailed, and will identify potential risks. The PFM team proposes a written Final Report in PowerPoint form, which is both more cost efficient and timely, which would allow a greater portion of the project period to focus on developing findings and recommendations. A PowerPoint report also provides a clear, straightforward summary of findings and recommendations that can be shared with multiple LCSO and County audiences. If the County prefers to receive a written Final Report in Microsoft Word or similar program, the PFM team can revise its budget and timeline to accommodate that approach.

The Final Report will cover three types of recommendations to improve LCSO's efficiency and effectiveness:

- ◆ *Operational improvements* will largely focus on potential changes in Office practices and procedures that increase efficiency and effectiveness. For example, the PFM team might make recommendations that relate to staffing levels based on factors such as workload analysis or span of control.
- ◆ *Organizational improvements* will focus on potential changes in how the overall Office is organized. These improvements include organizational and structural changes that reallocate responsibility, increase coordination, and create an outcomes-based approach for budget and operations.
- ◆ *Policy improvements* will focus on potential changes in what LCSO does.

In each instance, recommendations will be put forward with an understanding of context and feasibility. Criminal justice departments do not operate in a vacuum and the summary report will recognize risks involved in implementation of recommended improvements, as well as risks associated with failure to act.

Based on the key issues and opportunities identified throughout Phase 1, this Final Report will also recommend a list of specific functional areas that would benefit from further research and more detailed recommendations in Phase 2.

At the County's guidance, the PFM team will pursue a subset of those areas and provide a **Phase 2 Final Report** with a modified list of recommendations and related costs and savings. Similar to the Phase 1 Final Report, this report will summarize the PFM team's key findings and make a series of recommendations for the County's consideration. The Phase 2 Final Report will include a more detailed implementation plan for these recommendations. It will go beyond identifying potential risks and challenges and will provide potential mitigation strategies for addressing those risks. Such strategies may include opportunities for collaboration and partnership, communications, and alternative approaches or alternative recommendations in case these risks cannot be overcome. Similar to the Phase 1 Final Report, the PFM team



proposes a written Final Report in PowerPoint format but can adjust its budget and timeline if the County prefers a different approach.

Upon submission of the Phase 2 Final Report, the PFM team will complete its work with a **Final Presentation** to Lake County Administration, LCSO, and relevant Lake County Board Committees, as requested. In collaboration with County Administration to determine the appropriate length and focus, the PFM team will present high-level findings and key recommendations.

I. Project Approach: Phase 1

The scope of services requested by Lake County contemplates an analysis of the organization and operations of LCSO's law enforcement, corrections, and administrative functions. The series of tasks identified by the RFP in Phase 1 are distinct assessments and will be addressed individually, but are highly interrelated – for example, the approach to one task may be dependent on the findings of another. For example, the projection of service demands and future workload will directly impact the determination of appropriate staffing levels to meet those demands.

The tasks can be distilled into three types of analyses:

1. organization and management assessment;
2. policy and practices assessment; and
3. workload and staffing assessment.

The following sub-section details the PFM team's approach and response to each of the tasks and identifies potential dependencies and connections among the tasks.

Organization and Management Assessment

Although the PFM team will approach all of the tasks simultaneously, it will seek to address the set of tasks related to an Organization and Management Assessment first. These tasks are prioritized because the findings from this section will subsequently create a framework from which to consider questions related to appropriate levels of staffing, service demands, and performance.

A: Evaluate whether LCSO internal and external strategic objectives and operations conform to expectations of the public, essential stakeholders and personnel development. There are two key elements to this assessment: 1) identify LCSO's strategic objectives and key operations and 2) determine the expectations of the public, essential stakeholders, and personnel. The former will be discerned through a review of documents, such as mission and vision statements, patrol contracts, LCSO's website, annual reports, and budget documents. The latter will be discerned through interviews with LCSO leadership and staff, County and criminal justice agency stakeholders, and



victims' services organizations, and a review of all public reports related to the public's view of LCSO, crime, and public safety.

By comparing what is stated in documents to the perceptions of staff at various levels, stakeholders, and the public, the PFM team will determine whether staff are knowledgeable about LCSO's objectives (i.e., whether there is clear communication through the command structure), and whether there is alignment in LCSO's objectives and what is expected of the Office. Additionally, to determine whether LCSO's operations conform to expectations, the PFM team will examine the findings related to other tasks in this RFP, namely the analysis of workload, use of best practices and standards, and methods of engaging with the community, stakeholders, and other partners.

B: Assess operational readiness to changing cultural and technology needs specific to Lake County's policing needs. The findings from Task A will heavily inform this assessment. The PFM team will first identify LCSO's strategic objectives and determine stakeholders' perceptions of the Office's performance to better understand the law enforcement and corrections needs specific to Lake County, and how that is changing. This approach, in tandem with the assessment of best practices, benchmarking and review of revised statutes, will identify gaps between expectations and current operations. For example, do LCSO's law enforcement strategies align with expectations, do investigations benefit from technology, does LCSO leverage available alternatives to physical arrest, what types of services are available to the detained population, and how does LCSO engage with technology to make information available to the public, such as performance metrics and dashboards like the one LCSO recently launched. This assessment will examine existing needs, but also the Office's readiness and willingness to shift to address emerging needs.

C: Evaluate how efficiently LCSO is organized to conduct operations. The PFM team's evaluation of LCSO's organizational structure will be informed by the objectives identified in Task A and any identified gaps in both Tasks A and B. Based on these findings, our team's experience, and national best practices, the team will evaluate whether there are more efficient organizational structures that would allow LCSO to conduct operations more efficiently. Through interviews, document reviews, and a facilities tour, this assessment will consider internal communications, the command structure, and the organizational units to identify operational and communication silos, gaps in processes, and areas of potential overlap. The PFM team's assessment of LCSO's organization will include an analysis of how the County Jail and other LCSO facilities impact its operations and management.

D: Evaluate current resources used to conduct existing operations – are we managing more effectively? Using budget and personnel records provided by LCSO, the PFM team will examine the Office's staffing and budget trends. This analysis will examine



trends within the law enforcement, corrections, and administrative divisions of the Office and at more granular units of organization, as the data allows. Additionally, the budget and personnel analysis will consider the impact of LCSO's facilities on its expenditures. For example, the analysis will consider the impact of the County Jail's direct supervision model on staffing levels. The PFM team will compare LCSO's staffing and budget trends to benchmark counties. We interpret the question "are we managing more effectively" to be a historical self-comparison, but welcome the opportunity to discuss this with the County and LCSO to ensure our understanding is in line with the desired analysis. The allocation of personnel and expenditures will be considered against the strategic objectives identified in Task A to determine whether the distribution and capacity of each aligns with the LCSO's goals and objectives, and how that has changed in recent years.

K: Evaluate employee wellness, performance matrix, evaluations, recognition – reward system, community engagements, stakeholder collaboration, municipal partnerships and government resource utilization efforts. The PFM team will examine trends in statistics relevant to employee wellness, such as use of overtime and sick leave, levels of violence in the jail, and both recognition-reward and sanction-related activity. The PFM team will also assess LCSO's employee management structure using administrative documents and staff interviews to compare stated policies to the experiences of staff interviewed. The assessment will compare stated policies to best practices for employee management. This includes: the use of individual performance measures, the alignment of individual measures to division and Office measures, and alignment of individual measures to the Office's strategic objectives.

The PFM team will evaluate how LCSO engages with the community, leverages possible partnerships with stakeholders and municipal governments, and utilizes all available resources through interviews and the revenue and expenditure analysis completed for Task D. This evaluation will consider whether LCSO attends community and neighborhood association meetings, how it engages community members to identify and understand their priorities, and whether it is transparent about major activities and performance. The evaluation will also identify collaborative programs and initiatives in which LCSO participates, joint taskforces, and other local partnerships. Finally, the PFM team will explore the city-county consolidated services and partnerships in which LCSO participates, such as the Lake County 911 Consortium and Suburban Law Enforcement Academy, and whether there are additional opportunities to do so.

Policy and Practices Assessment

LCSO's policies and its adoption of best practices are key to driving organizational and operational excellence. Standard policies and procedures are helpful in selecting, training and retaining high performing personnel. For management and supervisors,



proper policies and procedures serve as a valuable tool to measure and manage employees' performance and accountability.

The PFM team's assessment of LCSO's policies and performance will be informed by industry standards and best practices, and the significant experience of PFM's CJSF Senior Advisor Dr. Ronal Serpas. Dr. Serpas will lead this portion of the work with LCSO. Combined with three decades of experience leading major police departments, Dr. Serpas is a Past 2nd Vice President of the International Association of Chiefs of Police (IACP), current Chair of the IACP Community Policing Committee and founding Co-Chair of the IACP Research Advisory Committee. He serves as a Board Chairman to the National Police Foundation and a National Advisory Board Member to the National Police Research Platform.

E: Provide insight into current policies, practices and procedures for compliance with established police standards, best police practice – current TTP's (Training, Tactics and Procedures). The PFM team will compare existing LCSO policies and operations to best practice and model policies. Comparator practices and policies will come from sources that include IACP policy papers, policy and practice analysis from the Police Executive Research Forum and National Policing Institute, National Institute of Justice, National Institute of Corrections, and American Correctional Association. This assessment will leverage analyses completed for other tasks in this scope of services, including calls for service, investigative clearance rates, recruitment and retention, budget allocation, and methods of community engagement.

I: Review importance of what is done for compliance, standards and best practice. The PFM team will examine how LCSO's monitors and manages employee compliance with policies and training, whether through use of technology, performance data, or other mechanisms. The team will review administrative records and policies and interview LCSO leadership and staff to assess familiarity with policies and change management practices, perceptions of employee discipline and the civilian complaint review process, and the culture of using data to manage employee compliance. This assessment will identify gaps between stated policy and practice and flag areas for further analysis and comparison to best practices and benchmark counties. The assessment will also identify opportunities for LCSO to improve its use of technology to flag correctional officers or deputies that may need additional training and/or monitoring.

J: Identify other best practices that should be considered and implemented. The PFM team's review of best practices will occur throughout all the tasks considered in Phase 1, and in the Phase 1 Final Report, the team will summarize all the opportunities to better align with best practices in each task and across multiple tasks. In addition to the best practice studies discussed under other tasks, this review will include practices related to patrol and investigations, victim services, community engagement, jail-based services, population management strategies, use of performance data for management



purposes, and strategies to increase transparency and accountability. While the PFM team will identify any gaps in best practices and recommend policies and practices that should be considered, it will not make recommendations as to the explicit language of such policies, such as use of force, use of body worn cameras, and vehicle chases.

Workload and Staffing Assessment

The assessments and findings completed in the tasks related to the Organization and Management Assessment and the Policy and Performance Assessment will directly inform the Workload and Staffing Assessment. The PFM team will utilize the gaps it identifies related to expectations of the public and stakeholders, best practices and standards, use of performance data, and organizational efficiency to inform its projections of service demands, workload, and staffing. The PFM team will also reflect on its findings related to LCSO's readiness and ability to shift with changing cultural and technological norms.

F: Project service demands, recruitment, retention and future workload as is impacted by current trends. Efforts to project service demands and workload must take several factors into consideration: 1) current workload trends, such as calls for service, crimes, arrests, investigations, jail population, detention statuses, classifications, etc.; 2) expected demographic changes, such as shifts in age categories; 3) socioeconomic changes, such economic and community development initiatives; 4) expected growth or changes within existing contract and unincorporated patrol areas; and 5) service and operational changes needed to align LCSO's operations with its strategic objectives and expectations. The PFM team will consider how each of these may impact existing service demands and workload, particularly in light of the recommendations produced through this assessment. This projection will identify factors specific to Lake County that are likely to impact service demands and future workload, but it will not quantify their impact. Should the assessment's findings warrant a closer examination, the PFM team may include it as a possible area of in-depth analysis in Phase 2.

The PFM team will also analyze recruitment and retention trends to determine how current trends might impact LCSO's ability to deploy the necessary levels of staff to meet prospective needs and goals. Interviews with LCSO staff will explore issues with both recruitment and retention that may cause delays in hiring and lower than average retention rates. If this analysis identifies concerns related to recruitment and retention at a high level, the PFM team may propose an in-depth analysis of recruitment and retention data as part of the Phase 2 scope of work. Such a study would examine which steps of the recruitment process are most likely to lead to people leaving the process, the points in employees' careers that result in the highest separations from LCSO, and the reasons why employees choose to leave.



H: Identify functions that can be performed more efficiently and cost effectively by other alternative means. The PFM team will analyze law enforcement and corrections data to determine how corrections officers, detectives, and patrol deputies are spending their time and compare the findings to best practices for efficiency and effectiveness. As LCSO looks to implement organizational and operational changes across its divisions, it is crucial to also examine whether there are existing operations that can be made more cost efficient. The PFM team will bring its expertise in finance and public safety to address this task.

An analysis of law enforcement data will examine activities such as calls for service, arrests, and self-initiated actions by call type, time from dispatch to arrive, time to clearance, and use of overtime among others. An analysis of corrections data will also analyze overtime use in addition to the amount of time spent transporting inmates within the jail and externally, time spent providing inmate security at non-jail facilities such as hospitals, use of segregation, and classification trends. Since LCSO has non-patrol law enforcement responsibilities, the PFM team will review and evaluate how much time is spent on training, how training is provided, allocation of and use of detectives, and administrative functions (i.e., which functions are completed in house and which are managed by the County).

G: Specify appropriate staffing levels to conduct both current and future police and support operations. The PFM team will first complete Tasks F and H prior to completing Task G. Based on the strategic objectives identified in Task A and future expectations for service demands and functions, the PFM team will identify where there are opportunities to more efficiently allocate staff to meet service needs, and whether changes to the types of staff should be considered. Appropriate staffing is predicated upon the workload drivers, policy priorities, and desired outcomes of an organization. The PFM team's work on each of these topics in prior tasks will inform its assessment of LCSO's current and future staffing needs.

This approach is best viewed on a continuum, there is no one "right" size for police or jail staff because the very nature of the functions require that priorities and needs may shift quickly. In our experience as public leaders and consultants, it is most productive to focus on identifying policy priorities and desired outcomes and resourcing those areas that drive the results rather than just a top-line head count number. The PFM team's approach will analyze the staffing allocation and needs of LCSO in light of its current and future policy priorities, desired outcomes, and available resources to inform recommendations for staffing allocation.

PFM notes that the County's scope of services does not explicitly request a detailed workload assessment or evaluation of civilianization options, and the PFM team does not propose to complete one within the current scope. Should this assessment's



findings warrant a closer examination, the PFM team may include it as a possible area of in-depth analysis in Phase 2.

L: Evaluate organizational readiness and staffing in relation to new and revised criminal justice statutes. The PFM team's evaluation of LCSO's ability to respond and adapt to new and revised criminal justice statutes will be conducted simultaneous to the assessments related to Tasks C, F, and G. In addition to the considerations in Task G for best practices, span of control, and alignment with strategic objectives, the PFM team will consider the implications of statutory changes on workload and service demands, and therefore staffing. Statutory changes such as the Criminal Justice Reform Bill are expected to impact not just how law enforcement agencies operate, but also how they manage internally. Therefore, the PFM team will consider these changes in its assessment of individual performance management and LCSO's ability to monitor compliance with changing policies.

Recommendations and Implementation Plan

The analyses and evaluations performed in Phase 1 will produce a set of findings and opportunities for LCSO to improve its organization and its operations. Based on these analyses and findings, the PFM team will develop recommendations to align the Office's objectives and operations with emerging trends and policy changes; make LCSO's operational functions more transparent and hold each accountable for its performance; allocate resources efficiently and effectively; and utilize standards and best practices to uphold public safety needs and requirements. Additionally, the PFM team will identify a list of potential areas for further research and detailed recommendations to inform the scope of Phase 2.

Recommendations will be data-informed – tied to quantitative and/or qualitative findings from prior steps in the analyses. For example, if data suggest that there are opportunities to drive efficiency and effectiveness by eliminating or reducing sworn deputy responses to certain types of calls for service, this recommendation will be backed by specific examples of national best practices and LCSO data to indicate the staffing impact of such an approach. Each recommendation will provide justification for inclusion, key steps to undertake and a timeline to do so, potential partnerships and collaboration, necessary resources, and potential risks.

LCSO has demonstrated its commitment to operating within the budget adopted by the Lake County Board and as such, the Phase 1 set of recommendations will also be revenue neutral. As LCSO considers adopting new practices, making other changes to comply with revised and new statutes, and investing in technology, it will have to do so within its existing fiscal constraints. With its experience in finance, law enforcement, and government, the PFM team is well-situated to provide recommendations that align with the County's goal of fiscal responsibility while moving LCSO closer to its goals.



II. Project Approach: Phase 2

The Phase 1 Final Report will identify a set of challenges and opportunities – many of which may benefit from in-depth assessment and detailed implementation support or recommendations for subsequent actions. The PFM team's Phase 1 report will identify the recommendations that it deems most applicable for Phase 2 support, but PFM will work collaboratively with Lake County and LCSO to develop a specific scope for Phase 2 prioritizing actions where technical assistance and implementation support will drive priority results tied to the County and LCSO strategic objectives.

The PFM team will take an approach to Phase 2 that connects directly back to the objectives and findings from Phase 1. Necessarily, the Phase 2 work will be informed by the PFM team's Phase I work, specifically in the areas identified in Section 1.2(a) through 1.2(l) of the Scope of Services. In addition to the specific timeline, actions, and performance measures associated with each Phase 2 recommendation, each component of Phase 2 will also include a succinct summary that details potential obstacles and alternative approaches in case obstacles prove insurmountable. As part of our Phase 2 work, the PFM team will quantify for LCSO the cost of each recommendation and identify opportunities for cost savings or offset costs, where relevant.

For instance, the PFM team's findings and recommendations related to LCSO's organizational structure and outcomes may require the County and/or LCSO to take a series of sequential actions that include personnel planning, budgetary changes, ongoing data analysis, and outcome tracking – all of which require specific steps, delineation of responsibilities, and an organized process. In such an instance, the PFM team would work with the County and LCSO to design the process and, to the extent desired or practical, help to facilitate the process as necessary – including implementation of best practices, efficiencies, and identification of the estimated costs or cost savings associated with the action(s).

An additional hypothetical example of our approach would be if Lake County and LCSO wants to develop a performance system within LCSO that will allow the Office to manage its operations and its personnel more effectively and efficiently. The PFM team would develop that system and provide a detailed implementation plan. The team would use its Phase 1 assessment of the current state of performance management at the Office, division, and individual level (and the availability of relevant data that may be considered) to propose performance measures that are useful for management and reporting purposes and that align with both LCSO's strategic objectives and best practice research. The PFM team's recommendations would include specific, implementable steps within a reasonable timeline that accounts for budgetary and staff resource realities and the need for transparency and an internal communications strategy.



While the preceding are hypothetical examples of our approach, our commitment to the County and LCSO is to work collaboratively to identify the highest-needs and greatest-opportunities for Phase 2 implementation support and subsequent analysis and recommendations that drive results consistent with strategic objectives. We understand that Phase 2 is the core to drive results and we are committed to co-designing a process that produces deliverables to meet County and LCSO goals and strategic objectives in an effective and efficient manner.

REQUEST FOR PROPOSALS #22015
Operations and Organizational
Assessment for the LCSO

| | | | |
|----------|--|--------------------------------------|-----------------|
| | Post Score Matrix Summary | | |
| | Firm | A | Comments |
| # | <i>COMPANY NAME</i> | <i>Max Point Total 21</i> | |
| 1 | PFM Group Consulting LLC | 8 | 1 |
| 2 | CGL Companies, LLC | 13 | 2 |
| 3 | CNA Corporation | 21 | 3 |
| | KEY: CRITERIA | | |
| A | The lowest rated vendor is our recommended vendor to the County Board. | 7 - 21 | |