



# City of Corona

400 S. Vicentia Ave.  
Corona, CA 92882

## Agenda Report

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File #: 19-0101

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### AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 2/6/2019

TO: Honorable Mayor and City Council Members

FROM: Management Services Department

**SUBJECT:**

Authorize Award of Request for Proposals (RFP) 19-003MS - City of Corona Police Department Operational Performance Consulting Services with Hillard Heintze and appropriate \$178,200 from the General Fund.

**RECOMMENDED ACTION:**

That the City Council:

1. Approve award of RFP 19-003MS - City of Corona Police Department Operational Performance Consulting Services to Hillard Heintze of Chicago, IL in the amount of \$178,200 pursuant to Formal Bidding Procedures for Non-Public Projects, Corona Municipal Code (CMC) 3.08.110 based upon the findings noted in this report.
2. Authorize the City Manager to execute a Professional Services Agreement with Hillard Heintze in the amount of \$178,200.
3. Authorize the Purchasing Agent to issue a purchase order to Hillard Heintze in the amount of \$178,200 in accordance with the duly authorized and executed agreement.
4. Authorize an appropriation of \$178,200 from the General Fund's available fund balance to the Police Department's operating budget.
5. Authorize the City Manager and City Attorney to negotiate and execute agreement renewals and any extensions and/or amendments which are either non-substantive or are otherwise in compliance with the City Council's actions hereunder.

**ANALYSIS:**

On November 29, 2018, the Purchasing Division issued Request for Proposals (RFP) No. 19-003MS for City of Corona Police Department Operational Performance Consulting Services. The RFP was

advertised in the Sentinel Weekly News on December 5, 2018 and posted on the City's website. Purchasing solicited thirty-two (32) consultants with three (3) consultants submitting proposals by the submission date, January 15, 2019. The evaluation of the proposals was based on four criteria: 1.) Work Plan/Work Organization; 2.) Qualifications of Company and Personnel (Experience) (Experience); 3.) Completeness and Timeliness of Response; and 4.) Reasonableness of Cost and Price. After a thorough evaluation of the submitted proposals, the City's evaluators selected the proposal and team that Hillard Heintze assembled to complete this project as the most qualified consultant. Hillard Heintze scored the highest scores on Work Plan / Work Organization and Qualifications of Company and Personnel (Experience).

The City's seven-member evaluation team consisted of

1. Chris McMasters Chief Information Officer
2. Kerry Eden Assistant City Manager/Administrative Services Director
3. Michele Nissen Assistant City Manager
4. Brian Young Fire Chief
5. George Johnstone Chief of Police
6. Ryan Rolston Fire Captain
7. John Healy Police Detective

The evaluation team carefully reviewed the three proposals. A summary of their scores is presented below:

Company	City/State	Evaluation Score
Citygate Associates, LLC .	Folsom , CA	82
Matrix Consulting Group	Mountain View, CA	73
Hillard Heintze	Chicago, IL	84

The Purpose of the Public Safety Operational Performance Consulting Services RFP is to solicit submissions from consultants who demonstrate the ability to develop an organizational strategy that outlines five-year goals for the Police Department, with more specific set of objectives and a plan for implementation of the first three years of the plan's timeframe. The City understands that there are a variety of perspectives, models, and approaches that can be used to develop a strategic planning document; therefore, the selected consultant will be expected to recommend a model or model(s) that will enable the Police Department to complete its organizational and programmatic goals while falling in line with the 2014 - 2019 Corona Strategic Plan.

Hillard Hentze requested the following payment schedule in their proposal:

Initial payment	25%	\$44,550
Invoice #2	50%	\$89,100
Final Payment	25%	\$44,550
Total		\$178,200

The Purchasing Division negotiated the following payment schedule which was accepted by the Consultant:

Initial payment	10%	\$17,820
Invoice #2	40%	\$71,280
Final Payment	50%	\$89,100
Total		\$178,200

**COMMITTEE ACTION:**

Not applicable.

**STRATEGIC PLAN:**

Promote Public Safety: Protect our Residents and Businesses

- a. Ensure adequate funding for police and fire services.
- b. Ensure adequate funding for facilities and equipment needed to support timely delivery of police and fire services to our community.
- c. Ensure adequate funding for investments and improvement in infrastructure that support public safety.

**FISCAL IMPACT:**

Approval of the recommended actions will result in an appropriation of \$178,200 to the Police Department's General Fund operating budget for the consulting services.

<b>GENERAL FUND</b>		
Budget Workshop May 23, 2018	– Estimated Revenue Over Expenditures	\$6,626,911
Previously approved budget adjustments (net)	– Note 1	(5,709,943 )
Current Estimated Revenue Over Expenditures*		916,968
Appropriation	– Operational Performance Services	(178,200 )
<b>Revised Estimated Revenue Over Expenditures</b>	<b>– Note 1</b>	<b>\$738,768</b>
Budget Balancing Measures Reserve	– Estimated for 07/01/18	\$20,645,252
Estimated FY 2018 -19 Change in Budget Balancing Measures		738,768
<b>Budget Balancing Measures Reserve</b>	<b>– Estimated Balance 06/30/19</b>	<b>\$21,384,020</b>

*\*Approved through Council Action or other operational process.*

**ENVIRONMENTAL ANALYSIS:**

Not applicable.

**PREPARED BY:** SCOTT BRIGGS, PURCHASING SPECIALIST V

**REVIEWED BY:** CITA LONGSWORTH, PURCHASING MANAGER

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**REVIEWED BY:** KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

**Attachments:**

1. Professional Services Agreement with Hillard Heintze 02/06/2019
2. Evaluation Summary
3. Request for Proposals Summary

**CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH HILLARD HEINTZE, LLC  
(CONSULTING SERVICES) – (RFP NO. 19-003MS POLICE DEPARTMENT OPERATIONAL  
PERFORMANCE CONSULTING SERVICES)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 6th day of February, 2019 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Hillard Heintze, LLC., an Illinois Limited Liability Company with its principal place of business at 30 S. Wacker Drive, Suite 1400, Chicago, IL 60606 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the RFP NO. 19-003MS – RFP TO PERFORM POLICE DEPARTMENT OPERATIONAL PERFORMANCE CONSULTING SERVICES project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from February 6, 2019 to December 31, 2019 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”. The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

**3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Consultant. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent Consultant basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports

and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Robert L. Davis and Darrell Talbert, City Manager.

3.2.5 City's Representative. The City hereby designates Darrell Talbert, City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Robert L. Davis, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; SubConsultants, Consultants, Sub-subConsultants and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subConsultants, consultants, sub-subConsultants and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subConsultants, consultants, sub-subConsultants or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management

District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad. Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers’ Compensation and Employer’s Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant’s may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as mandatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

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

### **3.3 Fees and Payments.**

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred Seventy-Eight Thousand and Two Hundred Dollars (\$178,200) ("Total Compensation"), without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being

performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 Ownership of Materials and Confidentiality.**

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

**3.5.2 Subconsultants.** Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

**3.5.3 Right to Use.** City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

**3.5.4 Indemnification.** Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

**3.5.5 Confidentiality.** All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

### **3.6 General Provisions.**

**3.6.1 Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Consultant:**

Hillard Heintze, LLC  
30 South Wacker Drive, Ste. 1400  
Chicago, IL 60606  
Attn: Kenneth A. Bouche, Chief Operating Officer

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Darrell Talbert, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subConsultants, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**[SIGNATURES ON NEXT 2 PAGES]**

**CITY'S SIGNATURE PAGE FOR**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH HILLARD HEINTZE, LLC**  
**(CONSULTING SERVICES) – (RFP NO. 19-003MS POLICE DEPARTMENT OPERATIONAL**  
**PERFORMANCE CONSULTING SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By: \_\_\_\_\_

Darrell Talbert  
City Manager

Reviewed by:

By: \_\_\_\_\_

George Johnstone  
Chief of Police

Reviewed by:

By: \_\_\_\_\_

Cita Longsworth  
Purchasing Manager

Attest:

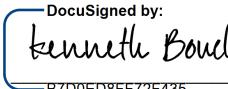
Sylvia Edwards  
City Clerk

**CONSULTANT'S SIGNATURE PAGE FOR**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH HILLARD HEINTZE, LLC**  
**(CONSULTING SERVICES) – (RFP NO. 19-003MS POLICE DEPARTMENT OPERATIONAL**  
**PERFORMANCE CONSULTING SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**HILLARD HEINTZE, LLC**  
a Illinois Limited Liability Company

By:

DocuSigned by:  
  
Kenneth A. Bouche  
Chief Operating Officer

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

This section describes the scope of services to be completed by the Consultant.

The Consultant will develop an organizational strategy that outlines five-year goals for the Police Department, with a specific set of objectives and a plan for implementation of the first three years of the plan's timeframe.

**PROJECT STAGES AND TIMING**

**Stage I - Kick-Off Meeting, Validation, Scoping and Goal-Setting (Week 1)**

- 1 Conduct a Project Kick-Off meeting with key stakeholders.
- 2 Develop an understanding of the Department's mission, vision and values, as well as the CPD's history, organization and cultural environment.
- 3 Request all available policing, public safety-related documentation and staffing data needed to initiate the analysis relevant to the approved scope of the project, including data regarding calls-for-service (CFS), case clearance rates for criminal investigations and case clearance rates for Internal Affairs investigations.
- 4 Conduct initial interviews with key stakeholders for the project, including the City Manager; Chief of Police; key Command Staff personnel; key non-sworn CPD leadership personnel responsible for providing support services, such as the Communication's Center, Records Section, and the Evidence Room; leaders of the major labor groups representing CPD personnel; and key leaders of non-public safety related city departments.
- 5 Develop an understanding of what was accomplished during the time CPD's Strategic Plan for the years 2014 to 2019 was in effect, with a focus on learning what specific items are of prime concern to the City and the CPD, including future staffing needs, physical facilities requirements and technology needs for the next three to five years.
- 6 Request data that will help us develop an understanding of the City of Corona's growth projections over the next five years, as well as data for the city services that will be needed to meet the service demands of those living and working in the city.

**Stage II -Strategic and Comprehensive Assessment Activities and Milestones (Weeks 2 to 12)**

- 1 Undertake on-site assessments of the CPD's patrol and investigations operations, assets and activities, including participating in ride-alongs with patrol officers, interviewing investigators and interacting with command staff.
- 2 Engage, review and assess upper-level command to determine appropriate role, scope and functionality in delivering operational and administrative services.

- 3 Review and assess current patrol, command and supervisory assignments for span of control and unity of command purposes, as measured against the objectives of the CPD and in accordance with best and promising practices.
- 4 Review and assess current patrol assignments for effective staffing and overtime utilization.
- 5 Review and assess current investigative assignments for effective staffing and overtime utilization.
- 6 Review and assess special operations assignments for effective staffing and overtime utilization.
- 7 Review and assess non-sworn support service operations for effective staffing and overtime utilization.
- 8 Receive and review staffing documentation and data, requesting any additional data required.
- 9 Conduct the analysis as previously outlined in our methodology for patrol staffing, recognizing that adequate free patrol time also is needed for officers to work proactively to prevent crime as well as conduct community-oriented policing activities within Corona's communities.
- 10 Analyze the status of the CPD's physical facilities and vehicle fleet, as well as budget priorities and projections regarding information technology (IT), personnel and equipment expenditures for the City of Corona.
- 11 Review and assess the CPD's current technology portfolio, including its use of data collection and information sharing. Significant to any law enforcement agency is the ability to intake, analyze, validate, use, share and disseminate data. Use of such CPD data, with a focus on how it is captured, maintained and used for making informed management decisions regarding resourcing and staffing will be provided in our findings and recommendations.
- 12 Review and assess the current ways the CPD interacts and collaborates with other City of Corona departments to leverage resources to complete its mission, as well as the ways the CPD works to support these other departments to succeed in their efforts to deliver city services.
- 13 Develop an understanding of any ongoing initiatives related to department problem-solving, community relations, community policing, and building legitimacy and community trust, with a focus on determining the degree to which community leaders and organizations work proactively with the CPD in a formal, strategic way to ensure Corona is a safe place to live, learn, work and play.
- 14 Identify ways in which the community interacts with the CPD and assess the viability of improved digital policing opportunities for reporting, evidence collection and other engagement.
- 15 Conduct one-on-one interviews with key department stakeholders, including CPD labor leaders and others identified by City and CPD leaders.

- 16 Conduct one-on-one meetings with community stakeholders and/or conduct public meetings to gather direct information about the community's issues of concern and learn what the community appreciates about the CPD. These meetings will also help inform us of the degree to which community leaders and organizations are working closely with the CPD in community oriented policing efforts.
- 17 Gather data that will allow us to compare and contrast the CPD's operations with those of similarly organized and situated cities nearby and help inform us about the current strengths of the CPD's operations and where there may be some opportunities for new operational strategies.

**Stage III -Discussion of Preliminary Findings and Development of a Draft Implementation and Strategic Plan (Weeks 13-16)**

- 1 The Consultant will use the data and information gathered in Stages I and II and create a draft Assessment Report outlining what we learned, with accompanying Findings and Recommendations. This report will include a proposed Implementation Plan focused on improving the CPD's operational efforts over the next three years, as well as a strategic plan for what the CPD should anticipate needing to do in years 2023 and 2024.
- 2 The Consultant will schedule a confidential meeting with the identified stakeholders the City determines appropriate to present this final draft of the preliminary CPD Organization and Operations Assessment Report, including all key findings, recommendations and high-level proposed strategies as described. We will solicit feedback and answer any questions or concerns regarding the report and its content.
- 3 Based upon meetings and discussions, the Consultant will address any changes or concerns that need to be corrected in the Final Report.

**Stage IV -Discussion of Final Report and Implementation Plan (Weeks 17-20)**

- 1 The Consultant will conclude the project by delivering a final CPD Organization and Operations Assessment Report that incorporates any changes that need to be made, ensuring the report explains the process undertaken, the details of our findings, our recommendations and the proposed Implementation Plan and corresponding Strategic Plan, as outlined in Stage III.
- 2 The Consultant are prepared to meet with City and CPD officials once again to discuss the report, if requested, and to present the final report and key findings to designated City of Corona stakeholders, including the City Council, if requested.

This engagement includes four discrete deliverables:

- 1 **In-Person Kick-Off Meeting** – Meeting will focus on confirming the project's objectives, introducing core personnel, describing key roles and responsibilities, validating the project schedule and timeline, discussing the deliverables and sharing information on any late-breaking issues or priorities relevant to the project.
- 2 **Draft Preliminary Findings and Strategic Plan** – Findings and recommendations will be fully communicated in a formal report in a clear, professional and actionable manner, including an executive summary, key findings and detailed analysis supporting each area identified in the scope of work. The written CPD Five-Year Implementation and Strategic Plan will include recommendations tightly aligned with the assessment's key findings and analysis, supported by guidance on actionable steps, timing, tasks and dependencies, as discussed with CPD and City leaders, and it will outline five-year goals for the CPD while providing specific objectives and an implementation plan for the first three years of the plan.
- 3 **In-Person Discussion of Preliminary Findings and Draft of Strategic Plan** – This meeting will occur after we have created and presented to CPD and City leaders a confidential working draft of the Assessment Report and the Implementation and Strategic Plan, and will include an interactive discussion of the findings emerging from the assessment, the analysis as presented in the report, and the recommendations on addressing operational gaps and areas for improvement. The meeting will also include guidance and feedback from the City with a direct bearing on changes or modifications required to the final report.
- 4 **Final Report and Strategic Plan** – We will deliver the final Assessment Report and Implementation and Strategic Plan that captures all feedback and changes emerging from the discussion of the draft report. We will be prepared to present the findings and recommendations in a setting identified by the City or CPD leaders, such as a City Council meeting, if requested.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines.

**PROJECT SCHEDULE**

<b>Hilliard Heintze City of Corona Engagement – Project Schedule</b>	
Task, Event and Milestone	Date
1. City Council Award	February 6, 2019
2. Contract Signed	February 13, 2019
3. In-Person Kick-Off Meeting, Validation, Scoping, and Goal-Setting	Week 1
4. Strategic and Comprehensive Assessment Activities	Weeks 2-12
5. In-Person Discussion of Preliminary Findings and Development of a Draft Implementation and Strategic Plan	Weeks 13-16
6. In-Person Discussion of Final Report and Implementation Plan	Weeks 17-20

**EXHIBIT "C"**  
**COMPENSATION**

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates and terms set forth in Exhibit "C".

The Hillard Heintze City of Corona Engagement			
Critical Component	Project Hours	Project-Based Fee	
Kick-Off Meeting, Validation, Scoping and Goal-Setting		\$ 11,880	
Comprehensive Operational Assessment		\$ 103,950	
Comprehensive Staffing Assessment		\$ 29,700	
Discussion of Preliminary Findings and Action Plan		\$ 24,750	
Final Report		\$ 7,920	
Total	720	\$ 178,200	

**PAYMENT SCHEDULE**

- **INITIAL PAYMENT** - UPON APPROVAL OF THE MASTER PROFESSIONAL SERVICE AGREEMENT AND INITIATION OF STAGE 1, WE WILL INVOICE THE CITY OF CORONA 10% OF THE PROJECT-BASED FEE, PLUS EXPENSES INCURRED TO DATE.
- **INVOICE #2** - UPON COMPLETION OF STAGE 2 AND SUBMISSION OF A DRAFT IMPLEMENTATION AND STRATEGIC PLAN REPORT, WE WILL INVOICE THE CITY OF CORONA 40% OF THE PROJECT-BASED FEE, PLUS EXPENSES INCURRED TO DATE.
- **FINAL PAYMENT** - UPON SUBMISSION OF THE FINAL REPORT TO THE CITY OF CORONA, WE WILL INVOICE THE CITY OF CORONA 50% OF THE PROJECT-BASED FEE, PLUS EXPENSES INCURRED TO DATE.



**Evaluation Score Sheet FOR RFP 19-003MS**  
**CITY OF CORONA POLICE DEPARTMENT OPERATIONAL PERFORMANCE CONSULTING SERVICES**

Name of Evaluator					
Evaluator 1					
Enter your Name in the space above					
EVALUATORS ENTER YOUR SCORES IN THE GREY BOXES					

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
1	Work Plan/Work Organization					
	Project Approach	10	High (9-10) Average (7-8) Low (0-6)	8	6	9
	Work Plan	12	High (11-12) Average (8-10) Low (0-7)	9	8	11
	Project Schedule	11	High (10-11) Average (8-9) Low (0-7)	10	8	10
	Deliverables	7	High (6-7) Average (5) Low (0-4)	6	5	6
	Total Category Score		33	27	36	

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
2	Qualifications of Company and Personnel (Experience)					
	Consultant Information Form	12	High (11-12) Average (8-10) Low (0-7)	11	8	11
	Consultant Experience Form	12	High (11-12) Average (8-10) Low (0-7)	11	8	11
	Disclosures	6	High (5-6) Average (4) Low (0-3)	5	4	5
	Team Structure	6	High (5-6) Average (4) Low (0-3)	5	4	6
	Sample Work and References	4	High (3-4) Average (2) Low (0-1)	3	2	3
	Total Category Score		35	26	36	

Evaluation Category		Max Points (5)	Scoring Factors	Citygate	Matrix	Hillard Heintze
3	Completeness and Timeliness of Response					
	Completeness of Response in Accordance with RFP Instructions	2	High (2) Average (1) Low (0)	2	2	2
	Exceptions to or Deviations from the RFP Requirements	2	High (2) Average (1) Low (0)	2	2	2
	Inclusion of required licenses and certifications of the firm and the key personnel performing the project	1	High (5-6) Average (4) Low (0-3)	5	5	5
	Total Category Score		9	9	9	

Evaluation Category		Max Points (15)	Scoring Factors	Citygate	Matrix	Hillard Heintze
4	Reasonableness of Cost and Price					
	Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm fixed prices with other proposals received	8	High (7-8) Average (5-6) Low (0-4)	6	6	4
	Adequacy of the data in support of figures quoted	5	High (4-5) Average (3) Low (0-2)	2	2	1
	Rationale on which prices are quoted	2	High (2) Average (1) Low (0)	0	0	0
	Total Category Score		8	8	5	

**Evaluation Score Sheet FOR RFP 19-003MS**  
**CITY OF CORONA POLICE DEPARTMENT OPERATIONAL PERFORMANCE CONSULTING SERVICES**

Name of Evaluator					
Evaluator 2					
Enter your Name in the space above					
EVALUATORS ENTER YOUR SCORES IN THE GREY BOXES					

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
1	Work Plan/Work Organization	Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Project Approach	10	High (9-10) Average (7-8) Low (0-6)	9	7	9
	Work Plan	12	High (11-12) Average (8-10) Low (0-7)	9	8	9
	Project Schedule	11	High (10-11) Average (8-9) Low (0-7)	9	8	9
	Deliverables	7	High (6-7) Average (5) Low (0-4)	6	5	5
		Total Category Score	33	28	32	

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
2	Qualifications of Company and Personnel (Experience)	Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Consultant Information Form	12	High (11-12) Average (8-10) Low (0-7)	10	8	11
	Consultant Experience Form	12	High (11-12) Average (8-10) Low (0-7)	11	9	9
	Disclosures	6	High (5-6) Average (4) Low (0-3)	4	4	4
	Team Structure	6	High (5-6) Average (4) Low (0-3)	4	4	4
	Sample Work and References	4	High (3-4) Average (2) Low (0-1)	3	2	3
		Total Category Score	32	27	31	

Evaluation Category		Max Points (5)	Scoring Factors	Citygate	Matrix	Hillard Heintze
3	Completeness and Timeliness of Response	Max Points (5)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Completeness of Response in Accordance with RFP Instructions	2	High (2) Average (1) Low (0)	2	2	2
	Exceptions to or Deviations from the RFP Requirements	2	High (2) Average (1) Low (0)	2	2	2
	Inclusion of required licenses and certifications of the firm and the key personnel performing the project	1	High (5-6) Average (4) Low (0-3)	5	5	5
		Total Category Score	9	9	9	

Evaluation Category		Max Points (15)	Scoring Factors	Citygate	Matrix	Hillard Heintze
4	Reasonableness of Cost and Price	Max Points (15)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm fixed prices with other proposals received	8	High (7-8) Average (5-6) Low (0-4)	5	7	3
	Adequacy of the data in support of figures quoted	5	High (4-5) Average (3) Low (0-2)	3	3	1
	Rationale on which prices are quoted	2	High (2) Average (1) Low (0)	0	1	0
		Total Category Score	8	11	4	

**Evaluation Score Sheet FOR RFP 19-003MS**  
**CITY OF CORONA POLICE DEPARTMENT OPERATIONAL PERFORMANCE CONSULTING SERVICES**

Name of Evaluator					
Evaluator 3					
Enter your Name in the space above					
EVALUATORS ENTER YOUR SCORES IN THE GREY BOXES					

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
1	Work Plan/Work Organization	Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Project Approach	10	High (9-10) Average (7-8) Low (0-6)	9	7	9
	Work Plan	12	High (11-12) Average (8-10) Low (0-7)	10	10	10
	Project Schedule	11	High (10-11) Average (8-9) Low (0-7)	9	9	9
	Deliverables	7	High (6-7) Average (5) Low (0-4)	7	5	7
		Total Category Score	35	31	35	

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
2	Qualifications of Company and Personnel (Experience)	Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Consultant Information Form	12	High (11-12) Average (8-10) Low (0-7)	10	10	10
	Consultant Experience Form	12	High (11-12) Average (8-10) Low (0-7)	11	8	11
	Disclosures	6	High (5-6) Average (4) Low (0-3)	4	4	4
	Team Structure	6	High (5-6) Average (4) Low (0-3)	5	4	6
	Sample Work and References	4	High (3-4) Average (2) Low (0-1)	3	2	4
		Total Category Score	33	28	35	

Evaluation Category		Max Points (5)	Scoring Factors	Citygate	Matrix	Hillard Heintze
3	Completeness and Timeliness of Response	Max Points (5)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Completeness of Response in Accordance with RFP Instructions	2	High (2) Average (1) Low (0)	1	1	1
	Exceptions to or Deviations from the RFP Requirements	2	High (2) Average (1) Low (0)	1	1	1
	Inclusion of required licenses and certifications of the firm and the key personnel performing the project	1	High (5-6) Average (4) Low (0-3)	4	4	4
		Total Category Score	6	6	6	

Evaluation Category		Max Points (15)	Scoring Factors	Citygate	Matrix	Hillard Heintze
4	Reasonableness of Cost and Price	Max Points (15)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm fixed prices with other proposals received	8	High (7-8) Average (5-6) Low (0-4)	6	7	4
	Adequacy of the data in support of figures quoted	5	High (4-5) Average (3) Low (0-2)	3	3	1
	Rationale on which prices are quoted	2	High (2) Average (1) Low (0)	1	1	1
		Total Category Score	10	11	6	

**Evaluation Score Sheet FOR RFP 19-003MS**  
**CITY OF CORONA POLICE DEPARTMENT OPERATIONAL PERFORMANCE CONSULTING SERVICES**

Name of Evaluator					
Evaluator 4					
Enter your Name in the space above					
EVALUATORS ENTER YOUR SCORES IN THE GREY BOXES					

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
1	Work Plan/Work Organization					
	Project Approach	10	High (9-10) Average (7-8) Low (0-6)	8	7	9
	Work Plan	12	High (11-12) Average (8-10) Low (0-7)	9	9	10
	Project Schedule	11	High (10-11) Average (8-9) Low (0-7)	9	8	9
	Deliverables	7	High (6-7) Average (5) Low (0-4)	6	5	7
	Total Category Score		32	29	35	

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
2	Qualifications of Company and Personnel (Experience)					
	Consultant Information Form	12	High (11-12) Average (8-10) Low (0-7)	10	9	11
	Consultant Experience Form	12	High (11-12) Average (8-10) Low (0-7)	11	8	11
	Disclosures	6	High (5-6) Average (4) Low (0-3)	4	4	4
	Team Structure	6	High (5-6) Average (4) Low (0-3)	5	4	6
	Sample Work and References	4	High (3-4) Average (2) Low (0-1)	3	2	4
	Total Category Score		33	27	36	

Evaluation Category		Max Points (5)	Scoring Factors	Citygate	Matrix	Hillard Heintze
3	Completeness and Timeliness of Response					
	Completeness of Response in Accordance with RFP Instructions	2	High (2) Average (1) Low (0)	2	1	2
	Exceptions to or Deviations from the RFP Requirements	2	High (2) Average (1) Low (0)	1	1	1
	Inclusion of required licenses and certifications of the firm and the key personnel performing the project	1	High (5-6) Average (4) Low (0-3)	4	4	5
	Total Category Score		7	6	8	

Evaluation Category		Max Points (15)	Scoring Factors	Citygate	Matrix	Hillard Heintze
4	Reasonableness of Cost and Price					
	Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm fixed prices with other proposals received	8	High (7-8) Average (5-6) Low (0-4)	6	7	4
	Adequacy of the data in support of figures quoted	5	High (4-5) Average (3) Low (0-2)	2	3	1
	Rationale on which prices are quoted	2	High (2) Average (1) Low (0)	1	1	1
	Total Category Score		9	11	6	

**Evaluation Score Sheet FOR RFP 19-003MS**  
**CITY OF CORONA POLICE DEPARTMENT OPERATIONAL PERFORMANCE CONSULTING SERVICES**

Name of Evaluator					
Evaluator 5					
Enter your Name in the space above					
EVALUATORS ENTER YOUR SCORES IN THE GREY BOXES					

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
1	Work Plan/Work Organization	Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Project Approach	10	High (9-10) Average (7-8) Low (0-6)	8	6	9
	Work Plan	12	High (11-12) Average (8-10) Low (0-7)	10	8	11
	Project Schedule	11	High (10-11) Average (8-9) Low (0-7)	10	9	10
	Deliverables	7	High (6-7) Average (5) Low (0-4)	6	5	6
		Total Category Score	34	28	36	

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
2	Qualifications of Company and Personnel (Experience)	Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Consultant Information Form	12	High (11-12) Average (8-10) Low (0-7)	11	8	11
	Consultant Experience Form	12	High (11-12) Average (8-10) Low (0-7)	11	8	11
	Disclosures	6	High (5-6) Average (4) Low (0-3)	4	4	4
	Team Structure	6	High (5-6) Average (4) Low (0-3)	4	4	4
	Sample Work and References	4	High (3-4) Average (2) Low (0-1)	4	2	4
		Total Category Score	34	26	34	

Evaluation Category		Max Points (5)	Scoring Factors	Citygate	Matrix	Hillard Heintze
3	Completeness and Timeliness of Response	Max Points (5)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Completeness of Response in Accordance with RFP Instructions	2	High (2) Average (1) Low (0)	2	1	2
	Exceptions to or Deviations from the RFP Requirements	2	High (2) Average (1) Low (0)	1	1	1
	Inclusion of required licenses and certifications of the firm and the key personnel performing the project	1	High (5-6) Average (4) Low (0-3)	4	4	4
		Total Category Score	7	6	7	

Evaluation Category		Max Points (15)	Scoring Factors	Citygate	Matrix	Hillard Heintze
4	Reasonableness of Cost and Price	Max Points (15)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm fixed prices with other proposals received	8	High (7-8) Average (5-6) Low (0-4)	6	7	5
	Adequacy of the data in support of figures quoted	5	High (4-5) Average (3) Low (0-2)	3	3	3
	Rationale on which prices are quoted	2	High (2) Average (1) Low (0)	1	1	1
		Total Category Score	10	11	9	

**Evaluation Score Sheet FOR RFP 19-003MS**  
**CITY OF CORONA POLICE DEPARTMENT OPERATIONAL PERFORMANCE CONSULTING SERVICES**

Name of Evaluator					
Evaluator 6					
Enter your Name in the space above					
EVALUATORS ENTER YOUR SCORES IN THE GREY BOXES					

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
1	Work Plan/Work Organization	Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Project Approach	10	High (9-10) Average (7-8) Low (0-6)	8	5	10
	Work Plan	12	High (11-12) Average (8-10) Low (0-7)	9	6	12
	Project Schedule	11	High (10-11) Average (8-9) Low (0-7)	9	8	8
	Deliverables	7	High (6-7) Average (5) Low (0-4)	5	4	7
		Total Category Score	31	23	37	

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
2	Qualifications of Company and Personnel (Experience)	Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Consultant Information Form	12	High (11-12) Average (8-10) Low (0-7)	10	8	12
	Consultant Experience Form	12	High (11-12) Average (8-10) Low (0-7)	11	7	12
	Disclosures	6	High (5-6) Average (4) Low (0-3)	5	5	6
	Team Structure	6	High (5-6) Average (4) Low (0-3)	5	4	6
	Sample Work and References	4	High (3-4) Average (2) Low (0-1)	3	3	4
		Total Category Score	34	27	40	

Evaluation Category		Max Points (5)	Scoring Factors	Citygate	Matrix	Hillard Heintze
3	Completeness and Timeliness of Response	Max Points (5)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Completeness of Response in Accordance with RFP Instructions	2	High (2) Average (1) Low (0)	2	2	2
	Exceptions to or Deviations from the RFP Requirements	2	High (2) Average (1) Low (0)	2	2	2
	Inclusion of required licenses and certifications of the firm and the key personnel performing the project	1	High (5-6) Average (4) Low (0-3)	1	1	1
		Total Category Score	5	5	5	

Evaluation Category		Max Points (15)	Scoring Factors	Citygate	Matrix	Hillard Heintze
4	Reasonableness of Cost and Price	Max Points (15)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm fixed prices with other proposals received	8	High (7-8) Average (5-6) Low (0-4)	6	6	7
	Adequacy of the data in support of figures quoted	5	High (4-5) Average (3) Low (0-2)	4	4	4
	Rationale on which prices are quoted	2	High (2) Average (1) Low (0)	2	2	2
		Total Category Score	12	12	13	

**Evaluation Score Sheet FOR RFP 19-003MS**  
**CITY OF CORONA POLICE DEPARTMENT OPERATIONAL PERFORMANCE CONSULTING SERVICES**

Name of Evaluator					
Evaluator 7					
Enter your Name in the space above					
EVALUATORS ENTER YOUR SCORES IN THE GREY BOXES					

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
1	Work Plan/Work Organization	Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Project Approach	10	High (9-10) Average (7-8) Low (0-6)	7	8	9
	Work Plan	12	High (11-12) Average (8-10) Low (0-7)	8	8	10
	Project Schedule	11	High (10-11) Average (8-9) Low (0-7)	9	10	10
	Deliverables	7	High (6-7) Average (5) Low (0-4)	5	5	6
		Total Category Score	29	31	35	

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
2	Qualifications of Company and Personnel (Experience)	Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Consultant Information Form	12	High (11-12) Average (8-10) Low (0-7)	10	10	10
	Consultant Experience Form	12	High (11-12) Average (8-10) Low (0-7)	10	10	10
	Disclosures	6	High (5-6) Average (4) Low (0-3)	4	4	4
	Team Structure	6	High (5-6) Average (4) Low (0-3)	4	4	4
	Sample Work and References	4	High (3-4) Average (2) Low (0-1)	4	2	2
		Total Category Score	32	30	30	

Evaluation Category		Max Points (5)	Scoring Factors	Citygate	Matrix	Hillard Heintze
3	Completeness and Timeliness of Response	Max Points (5)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Completeness of Response in Accordance with RFP Instructions	2	High (2) Average (1) Low (0)	1	1	1
	Exceptions to or Deviations from the RFP Requirements	2	High (2) Average (1) Low (0)	1	1	1
	Inclusion of required licenses and certifications of the firm and the key personnel performing the project	1	High (5-6) Average (4) Low (0-3)	4	4	4
		Total Category Score	6	6	6	

Evaluation Category		Max Points (15)	Scoring Factors	Citygate	Matrix	Hillard Heintze
4	Reasonableness of Cost and Price	Max Points (15)	Scoring Factors	Citygate	Matrix	Hillard Heintze
	Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm fixed prices with other proposals received	8	High (7-8) Average (5-6) Low (0-4)	5	7	3
	Adequacy of the data in support of figures quoted	5	High (4-5) Average (3) Low (0-2)	3	3	3
	Rationale on which prices are quoted	2	High (2) Average (1) Low (0)	1	1	1
		Total Category Score	9	11	7	

**Evaluation Score Sheet FOR RFP 19-003MS**  
**CITY OF CORONA POLICE DEPARTMENT OPERATIONAL PERFORMANCE CONSULTING SERVICES**

Name of Evaluator				
Summary				
Enter your Name in the space above				
EVALUATORS ENTER YOUR SCORES IN THE GREY BOXES				

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
1	Work Plan/Work Organization					
	Project Approach	10	High (9-10) Average (7-8) Low (0-6)	8	7	9
	Work Plan	12	High (11-12) Average (8-10) Low (0-7)	9	8	10
	Project Schedule	11	High (10-11) Average (8-9) Low (0-7)	9	9	9
	Deliverables	7	High (6-7) Average (5) Low (0-4)	6	5	6
			Total Category Score	32	28	35

Evaluation Category		Max Points (40)	Scoring Factors	Citygate	Matrix	Hillard Heintze
2	Qualifications of Company and Personnel (Experience)					
	Consultant Information Form	12	High (11-12) Average (8-10) Low (0-7)	10	9	11
	Consultant Experience Form	12	High (11-12) Average (8-10) Low (0-7)	11	8	11
	Disclosures	6	High (5-6) Average (4) Low (0-3)	4	4	4
	Team Structure	6	High (5-6) Average (4) Low (0-3)	5	4	5
	Sample Work and References	4	High (3-4) Average (2) Low (0-1)	3	2	3
			Total Category Score	33	27	35

Evaluation Category		Max Points (5)	Scoring Factors	Citygate	Matrix	Hillard Heintze
3	Completeness and Timeliness of Response					
	Completeness of Response in Accordance with RFP Instructions	2	High (2) Average (1) Low (0)	2	1	2
	Exceptions to or Deviations from the RFP Requirements	2	High (2) Average (1) Low (0)	1	1	1
	Inclusion of required licenses and certifications of the firm and the key personnel performing the project	1	High (5-6) Average (4) Low (0-3)	4	4	4
			Total Category Score	7	7	7

Evaluation Category		Max Points (15)	Scoring Factors	Citygate	Matrix	Hillard Heintze
4	Reasonableness of Cost and Price					
	Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm fixed prices with other proposals received	8	High (7-8) Average (5-6) Low (0-4)	6	7	4
	Adequacy of the data in support of figures quoted	5	High (4-5) Average (3) Low (0-2)	3	3	2
	Rationale on which prices are quoted	2	High (2) Average (1) Low (0)	1	1	1
			Total Category Score	9	11	7



## RFP SUMMARY

### Administrative Services Department - Purchasing Division

**DATE:** January 25, 2019

**SUBJECT:** RFP 19-003MS Proposer List

RFP (Project) No.: RFP 19-003MS

RFP Name: City of Corona Police Department Operational Performance Consulting Services

RFP Open Date: November 29, 2018

RFP Close Date: January 15, 2019; 10:00 a.m.

Newspaper Advertisement Date: December 5, 2019

No. of Vendors solicited: 32

No. of Responses received: 3

Company	City/State	Evaluation Score
Citygate Associates, LLC.	Folsom, CA	82
Matrix Consulting Group	Mountain View, CA	73
Hillard Heintze	Chicago, IL	84

The Proposals are currently under review and this summary is provided as a matter of information only. The highest-ranking company's contract award is tentative upon final approval of the City's authorized contracting party.