

Descriptive Profile and Preliminary Contract Assessment of LASD Service Delivery to Commerce

COMMERCE, CALIFORNIA



November 25, 2020

Table of Contents

1.	Introduction	1
2.	Staffing Profile	2
3.	Contract-related Details	7
4.	Law Enforcement Service Delivery	20
5.	Key Preliminary Findings and Next Steps	28

1 Introduction

This document provides a descriptive profile of the law enforcement services provided to the City of Commerce by the Los Angeles County Sheriff's Department (LASD). The purpose of this profile is to document the project team's understanding of the current operation and contracted services. The data contained in the profile was developed based on the work conducted including:

- Interviews conducted with staff;
- Collection of contract information and workloads;
- Review of strategic reports, budgets, organizational structure, and key LASD practices.

The descriptive profile is not intended to include every organizational and operational facet of LASD's service delivery to Commerce, but rather to provide an overview and to serve as the "base line" or "status quo" against which any recommendations made at the conclusion of the study can be compared to demonstrate the change in roles, organizational structure, operational practice or service delivery approach.

As part of this review we spoke directly with various members of LASD, and were provided a project coordinator to facilitate data delivery and understanding. The profile includes a summary of the deployment, budget, services provided and roles and responsibilities of staff of the LASD Commerce contract.

Please note that the roles and responsibilities descriptions for each position are not intended to provide a job description level of detail but simply to highlight the most important or core functions of the position related to the development review process.

Additionally, this profile provides an overview of our understanding of the LASD Commerce contract, and our assessment of the terms, conditions, strengths, weaknesses and opportunities related to the contract as a cornerstone tool to facilitate the effective management and service delivery of law enforcement within Commerce.

In sum, information contained in this descriptive profile will be employed in the analysis of issues during subsequent stages of the project.

2 Staffing Profile

1. Introduction

The City of Commerce provides law enforcement services for approximately 12,800 residents covering approximately 6.5 square miles through the Los Angeles County Sheriff's Department (LASD). Services provided to Commerce extend beyond residents as Commerce is a destination site for many workers and visitors, thereby expanding the population served by public safety services significantly. Key locations include the Commerce Casino and Citadel Outlet Mall which provide notable tax revenues to the City and are locales of interest to law enforcement. These two locales are presently serviced in multiple ways including response from City-assigned deputies, direct assignments at the locale, and supplemental overtime paid by Commerce.

There is presently no Sheriff Sub-station located within Commerce although special enforcement staff do have a back-office within City Hall for administrative purposes. LASD staff serving Commerce are primarily located at the East Los Angeles station.

2. Staffing by Position Type

An introduction to the method by which the LASD contracts service is relevant to understanding law enforcement services provided to the City of Commerce. The following provides a framework for reference.

- **56-hour (deputy) Unit** – This is the cornerstone of the LASD contract-service delivery options, whereby a contract recipient (e.g. Commerce) purchases patrol or other public safety services for an 8-hour period over the 7-day week ($7 \times 8 = 56$). Generally, most contract-related services are provided by these “unit types.” Purchasing 3 of these positions would ensure coverage, such as patrol, of one (1) deputy 24/7/365 in the community services. In the event that an actual assigned deputy is unavailable for their assignment, they are “relieved” by another personnel position, thereby ensuring 100% coverage for the positions purchased.
- **40-hour (deputy) Unit** – This provides an 8-hour work period over a 5-day week, oftentimes Monday – Friday ($5 \times 8 = 40$). These position types can fluctuate from dedicated detectives, to School Resource Deputies, etc. They, too, are “relieved” thereby providing coverage 100% of the time.

- **Non-relief (deputy) General** – The Non-relief deputy positions provide staffing of one full-time equivalent (FTE) position similar to how full-time staff are deployed throughout government. Essentially the position works when they are available, and are absent as a consequence of planned and unplanned leave: vacations, sick-time, holidays, bereavement, etc. For budgeting purposes, each position is available 1,789 hour per year based on annually revised calculations. The calculation does not include Injured-on Duty (IOD) leave which is of benefit to the contract recipient. Importantly it should be noted that 1,789 work hours available is a very reasonable calculation for FTE net availability.
- **Non-relief (deputy) Specific**– These position types have certain characteristics which modify their annual costs. They also are calculated on the 1,789 hour net availability. Their uniqueness resides generally in how they are equipped/deployed. By example, a Motor Deputy (which Commerce contracts for) has costs associated with their vehicle, and as such they are classified as Non-relief Motor (specific role). Importantly, Non-relief positions are not billed to the contracting client in the event absenteeism results in availability falling below the 1,789 net annual hours.
- **Non-relief Civilian** – These position types include a variety of civilian positions that a contract recipient can request, all based on the 1,789 hour annual net availability. Presently, Commerce contracts for one Law Enforcement Technician (LET) position in their annual budget with LASD.
- **Non-relief Management and Supervision** – These positions are dedicated personnel to the contract recipient to perform designated roles. Whereby deputy “units” discussed above have embedded management and supervision associated with their overhead costs, non-relief management and supervision are in specialized assignments. Commerce contracts for one Sergeant in this capacity to oversee their Special Problems Team (SPT) and perform other facilitator tasks for the City.

Other municipalities contracting with LASD have chosen to have a dedicated Lieutenant/Captain acting as a Chief of Police. These non-relief management and supervision positions are available for various services based upon the unique needs of each city.

The following table summarizes the deployment of LASD contracted positions to Commerce based on the 2019-2020 contract terms and conditions.

2019-2020 LASD Commerce Contract by Role and Position Type

Role / Position Type	Sergeant	56-hour	40-hour	Non Relief	Civilian (LET)
Patrol		11			
Traffic-related			1	2	1
The Citadel				2	
Special Problems Team (SPT)	1			4	
Total (22)	1	11	1	8	1

2. Profile of Staff Key Tasks and Responsibilities

The following table provides a summary of the major duties of the position types dedicated to Commerce law enforcement as previously described.

Position Type	Contracted Positions	Key Roles and Responsibilities												
56-hour Deputy	11	<ul style="list-style-type: none">Responsible for responding to calls for service and other Department generated workload in support of Commerce.Conducts preliminary investigation and follow-up for calls for service and provides information to Detectives, as needed.Performs proactive patrol initiatives.Receives and provides regional calls for service back-up for other LASD and law enforcement patrol units.Performs traffic-related and traffic directed enforcement activities.Periodically responds to City requests for community-oriented efforts.Deployed among three 8-hour shifts, as follows: <table><tr><th>Role / Shift</th><th>Graveyard</th><th>Day</th><th>Night</th></tr><tr><td>Patrol</td><td>2</td><td>2</td><td>4</td></tr><tr><td>Traffic</td><td>1</td><td>1</td><td>1</td></tr></table>	Role / Shift	Graveyard	Day	Night	Patrol	2	2	4	Traffic	1	1	1
Role / Shift	Graveyard	Day	Night											
Patrol	2	2	4											
Traffic	1	1	1											
40-hour Deputy	1	<ul style="list-style-type: none">Provides direct traffic support and related enforcement efforts at/near school campuses.Enforces safety, speed limits, and other traffic-related initiatives emphasizing heavy traffic periods during school opening and closing.Provides proactive patrol-related efforts near campuses during other Day shift hours.Periodically interfaces with Patrol.Provides call for service support, as necessary.												

Position Type	Contracted Positions	Key Roles and Responsibilities
Non-Relief Deputy (Citadel)	2	<ul style="list-style-type: none"> Provides proactive and reactive support to the City of Commerce's Citadel mall. Conducts foot patrol in complex and interacts with customers and vendors. Patrols parking area to provide vehicular security. Responds to calls for service within this complex. Operates on 4/10 work-plan from Noon-10 p.m. Wednesday through Saturday. Periodically will deploy during other timeframes on overtime. Reports to the SPT Sergeant. One deputy position paid for by the City; one position paid for by the Citadel.
Non-Relief Deputy (Motor)	1	<ul style="list-style-type: none"> Deployed on motorcycle to conduct specialized traffic enforcement efforts. Provides directed traffic enforcement activities during Day Shift. Writes moving citations, conducts warnings, and enforces traffic laws throughout City. Conducts targeted enforcement in certain locales based on complaints, City directive, etc. Responds as a call for service back-up, if necessary. The Motor Deputy operates on the 4/10 shift program, Monday-Thursday.
Non-Relief Deputy (Special Problems Team)	4	<ul style="list-style-type: none"> Responds to various community-oriented and problem-oriented initiatives at request of City. Conducts special projects, as assigned. Is directed by the SPT Sergeant who provides various work assignments based on feedback from City Management, City Council, etc. Interfaces with other LASD specialized units to share Intelligence, coordinate efforts as necessary, etc. Only operation functioning directly out of Commerce City Hall. Operates in two-deputy pairs 7-days weekly on 4/10 work-plan from Noon-10 p.m. with "overlap" Wednesday resulting in full staff contingent.
Non-Relief Deputy (Traffic)	1	<ul style="list-style-type: none"> Provides directed traffic enforcement activities during Day Shift. Writes moving citations, conducts warnings, and enforces traffic laws throughout City. Conducts targeted enforcement in certain locales based on complaints, City directive, etc. Responds as a call for service back-up, if necessary.
SPT Sergeant	1	<ul style="list-style-type: none"> Oversees Special Problems Team (SPT) and Citadel Deputies.

Position Type	Contracted Positions	Key Roles and Responsibilities
		<ul style="list-style-type: none"> Provides work direction, approves reports, provides back-up and special project efforts, performs regular supervision of staff and associated assignments. Interfaces regularly with Commerce City Management, Council and community. Is primary day-to-day contact for LASD. Interfaces regularly with Commerce-assigned LASD staff and other deputies, supervisors and managers. Performs special projects, as assigned. Works 40-hour weekly flex schedule in order to provide periodic 7-day supervision and respond to special need requests.
Law Enforcement Technician	1	<ul style="list-style-type: none"> Manages the Red Light Camera program for the City. Reviews program videos and stills to confirm violation. Processes violation for City. Responds to inquiry on programmatic issues. Interfaces with LASD and City's Traffic Engineering.

Beyond the fixed positions above, the City of Commerce periodically contracts on an hourly basis for a License Investigator for a License Detail. This is paid when the position is used.

In addition to the above contracted Los Angeles County Sheriff's Department staff, the City of Commerce fields other personnel in direct support of law enforcement. The City's Public Safety Division, via Community Safety Officers (CSO/CSS), augments the LASD services. CSOs patrol the City, responds to dispatched calls for service on non-emergent incidents, direct traffic, enforce parking, report suspicious circumstances, and crimes in progress, conduct security evaluations at homes and businesses, provide vacation watch for residents, and assist stranded motorists and take criminal reports. According to interview, these City employees are utilized routinely at the request and direction of LASD. There are currently 11 budgeted CSO/CSS positions.

3 Contract-related Details

1. Introduction

The LASD contract with Commerce forms the linchpin for law enforcement service delivery in the City. As such, there are multiple elements within, and associated with the contract, that are relevant with respect to determining the delivery of efficient and effective law enforcement service delivery. While the members of the project team are not legal experts and will defer to the City Attorney in matters of legal advice, the contents of these sections have been summarized and reviewed for important areas where they influence the ability to oversee and deliver contract services consistent with best practices in contract administration and management.

This chapter will focus on different contract-related administration and management elements, including:

- Contract assessment of Terms and Conditions.
- Contract Assessment Outcomes including:
 - Contract Review Check-List;
 - Best Practices Review in Compliance;
 - Best Practices Review in Performance Management;
- Contract Cost Allocation Assessment.

2. Contract Assessment Terms and Conditions Checklist

Based on a variety of sources, the project team has devised a '*Contract Review Checklist*' for professional and service-based contracts to provide a foundation for further contract review. Those items that are classified as 'No' particularly should be further evaluated by the City's legal team in order to determine if such terms and conditions are necessary in any future law enforcement contract, irrespective of delivery by LASD or another agency.

Contract Review Checklist

Yes	No	N/A	Contract Element	Notes
✓			Contracting parties are correctly identified?	Preamble
✓			Contract is signed?	Sig. Lines
✓			Contract signatures are dated?	Sig. Lines
✓			Term of contract is specified/dated?	Sec. 6.0
✓			Multi-year contract has a funding out clause on a fiscal year basis?	Sec. 7.1
✓			Contract has an “auto-renew” provision?	Sec. 6.2
	✓		Venue is accurately listed as Commerce, California?	Sec. 10.3
✓			Governing Law is the State of California?	Sec. C.
✓			Amendments, if any, must be in writing and agreed to by both parties?	Sec. 11.1
	✓		Dispute resolution is mediation?	Sec. 2.3
	✓		Dispute resolution is arbitration?	Sec. 2.3
	✓		Non-Performance financial penalties are articulated?	
✓			Termination clause has a “with or without cause” provision?	Sec. 7.3
✓			Indemnification clause is worded appropriately (In accordance with California and/or County law)	Sec. 5.2
✓			Payment terms are specifically identified?	Sec. 9.0
✓			Late Fee penalties specified?	Sec. 9.3
	✓		Attorney Fees are specified?	
✓			Severability Clause is present?	Sec. 7.0
✓			Inter-contract references to other Contract section language is accurate?	Sec. 8 / 11 / 13
	✓		Ownership rights specified and memorialized (e.g. apparatus in use)?	
	✓		Professional services contracts were competitively bid?	
✓			Interlocal or Administrative Agreement(s): Contractor and/or Vendor has stipulated contract-related or management fees?	Sec. 8.0
✓			Scope of Work or Services included / attached?	Attach. A
✓			Exhibits attached?	Attach A-C

Of the elements noted in the checklist, seven (7) were classified as “No,” and thus should be subject to further legal review for possible inclusion in future contract documentation. This, however, does not preclude further assessment for those items marked “Yes.” In effect, this checklist serves as a primer for further investigation into the terms and conditions of the LASD/Commerce contract.

3. Contract Best Practice Assessment Outcomes

A review of a contract can be placed in context of several contract management activities that can be summarized by the following graphic:



In brief, an effective contract contains six elements to allow for best-practice contract administration and management. These six elements are inter-related and often overlapping, but provide a context in which the efficacy of a contract can be examined.

Our review of the existing contract has allowed us to identify a handful of potential areas in which contract enhancements, deletions, or other edits could occur consistent with best practices in contract management, operations, etc. This is not to suggest that the legal frameworks of the existing document have shortcomings. Moreover, this also does not suggest that the observations noted herein can be universally translated into preferred legal language given a variety of potential factors outside of the scope of this study (e.g.

specific legal or legislative directives). The observations noted are intended to provide feedback which should help strengthen future contracts and provide additional assurances for both the City and LASD.

(1) Contract Terms and Conditions Financial Monitoring, Risk Management and Overall Compliance.

The review of the LASD / Commerce contract resulted in an assessment that the contract document is generally thorough, with a few issue areas noted as stipulated in the prior summary table. There are, however, other contract-related issue areas discussed later in this report.

The contract provides tools to help ensure compliance to include a quarterly and year-to-date compliance reporting protocol (Section 3.3) and monthly invoicing of services (Section 9.1). Areas for improvement are discussed further in the Performance Section below.

With respect to other contract language, the incomplete location venue in Section 10.3 is effectively an administrative error, and of limited import. Ownership rights (i.e. contractor or contractee) of any specialized equipment purchased during the length of the contract should be specified in the event the contract is terminated. The stipulation of attorney fees is effectively a sub-set of a more important and key issue related to risk, and identified as follows.

Importantly, the contract language in present form does not sufficiently protect the City's (nor County's) best interests with respect to dispute resolution. The relevant language, duplicated here, is critical to understanding a fundamental weakness of the contract.

Section 2.3 to 2.4: In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City. The City shall first consult with the Station Captain, Division Commander, and Division Chief, in an effort to reach a mutual determination. If mutual determination cannot be realized at a subordinate level, then the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff. With regard to paragraph 2.2 and 2.3 above, ***the Sheriff's Department, in an unresolved***

dispute, shall have final and conclusive determination as between the parties hereto (emphasis added).

In effect, this clause places the ultimate outcome of the dispute solely within the purview of one of the contract participants—namely LASD. Accordingly, no third-party resolution is in effect, thereby calling into question the ultimate ability to arrive at an independent judgment on a dispute of serious import. Furthermore, there are no contract penalties for lack of performance.

The lack of third-party mediation or arbitration puts the contract participants at unnecessary risk and potential exacerbated conflict, to include the City, LASD and Los Angeles County. In the context of the prior graphic, a lack of independent third-party resolution can contribute to difficulties in *Relationship Management*, an often overlooked but important element in best-practice Contract Management. Consequently, this contract section should receive strong consideration for revision to include best-practice mediation and or arbitration conflict resolution.

(2) Contract Performance Monitoring and Management

Currently LASD readily provides two “compliance” documents on a monthly basis that can be used to monitor performance relative to the contract terms and conditions. These include:

- A “Monthly Services Compliance Report” providing a daily summary of minutes expended by contract position types (as referenced in the Profile Section previously).
- A monthly invoice of expenses incurred.

These are described in further detail below.

(2.1) Monthly Invoice

A monthly invoice with details by position is provided to the City. A relevant section of the invoice for performance monitoring and management is replicated below:

16015 511612 COMMERCE

UNIT: 75777

ID: 202867AL

Service Dates: 02/01/20-02/29/20

Invoice Print Date: 03/11/20


Invoice Due Date: 05/10/20

Ref. Line No.	Service Code	Service Unit Description	Liab Ins	Actual Service Units	Unit Price	Charges / Credit
1	118	Solid Patrol Vehicle	N/A	1.000	6,784.82	6,784.82
2	305A	Deputy Sheriff Service Unit, Non-Relief Motor	X	1.000	24,807.42	24,807.42
3	306	Deputy Sheriff Service Unit, 40 hour	X	1.000	25,422.83	25,422.83
4	307	Deputy Sheriff Service Unit, 56 hour	X	11.000	35,592.00	391,512.00
5	310	Deputy Sheriff Service Unit, Non-Relief	X	7.000	23,111.67	161,781.69
6	340	Law Enforcement Technician (with Vehicle)	X	1.000	8,711.50	8,711.50
7	341	License Detail (Hourly)	X		105.23	-
8	353	Sergeant, Supplemental	N/A	1.000	20,631.67	20,631.67
9					-	-
10					-	-
11					-	-
12					-	-
13					-	-
14					-	-
15					-	-
		Subtotal				\$639,651.93
		11% LIABILITY INSURANCE				\$67,345.90
		Total Amount Due				\$706,997.83

LIABILITY:

Fund SJ9
 Dept NJ
 Unit 55082
 RSRC C018

SPECIAL ACCOUNTS UNIT

DATA ENTERED BY: VC 03/06/20
 APPROVAL LEVEL 1: 
 APPROVAL LEVEL 2: _____
 APPROVAL LEVEL 3: _____

DATE

With respect to the invoice, the following is noted.

- The invoice is sufficiently detailed, by position type, to show the expenses relative to the contract terms and conditions.
- The invoice provides detail relative to the contracted liability insurance, also showing which positions are subject to such liability.
- The invoice shows additional agreed upon expenses per contract stipulations to include the hourly license position as well as the Sergeant's "solid patrol vehicle" owned by the City and expensed accordingly.
- This illustrative invoice does not show other expenses incurred by the City:
 - As-needed Helicopter Service.
 - As-needed Special Event Support at the Citadel.
 - As-needed Special Event Support at the Community Center.

These expenses, however, only represent 1.9% of the 2019 General Law Enforcement budget and not at issue for performance monitoring purposes.

In summary, we were able to reconcile the charges noted against the contract to ensure the expected personnel performance based on contract terms and conditions are delivered to the City. The only key issue is there is no definitive linkage to the invoice charges and the Monthly Services Compliance Report provided. In effect, the City is charged 1/12th the contract on a monthly invoice, irrespective of compliance outcomes. This is further discussed below.

(2.2) Monthly Service Compliance Report

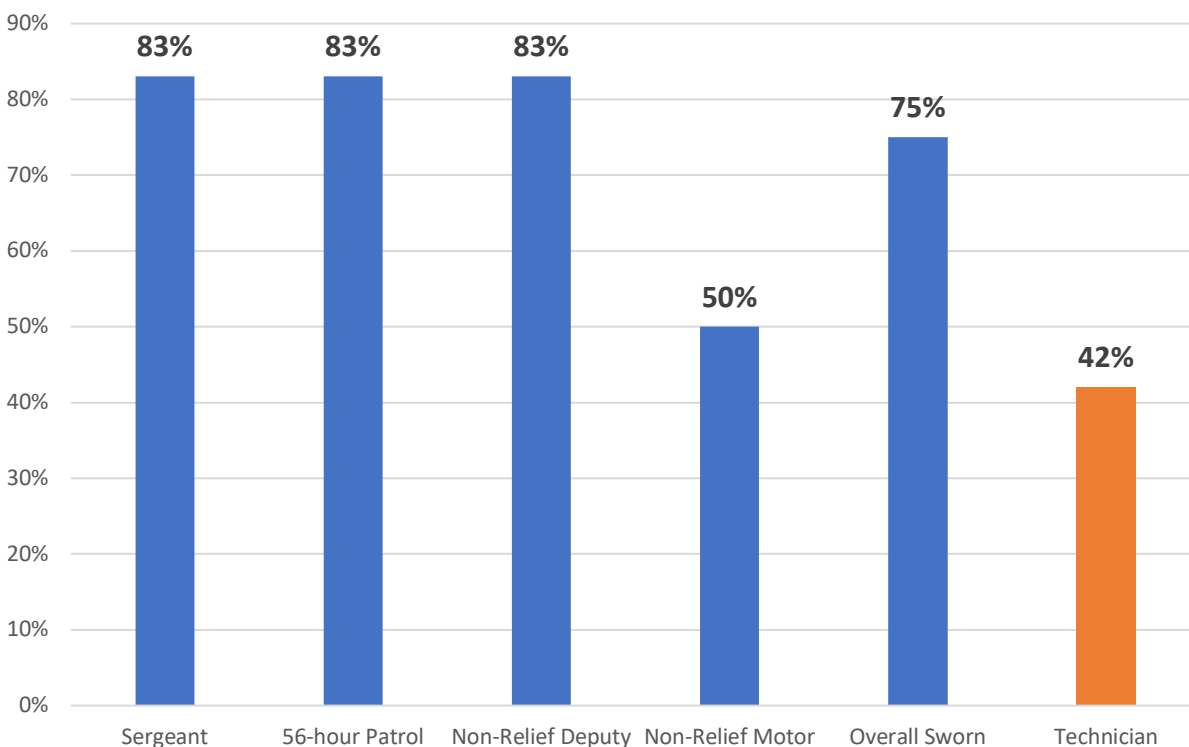
The Monthly Service Compliance Report serves as the primary performance management tool readily available to the City. Performance is evaluated in the context of Section 3.3 of the contract, which reads in part:

Section 3.3: If monthly service compliance falls below ninety-eight percent (98%), then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st and June 30th) service compliance falls below ninety-eight percent (98%), then the respective Sheriff's Department Division Chief shall meet with the Sheriff's

Department Station Captain and the City to discuss compliance and identify a plan for resolution. If the City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff ***until all City concerns are fully resolved*** (emphasis added). Resolution may include, but not be limited to, the use of overtime, staffing adjustments, and/or City-initiated service suspensions, at no additional cost to the City.

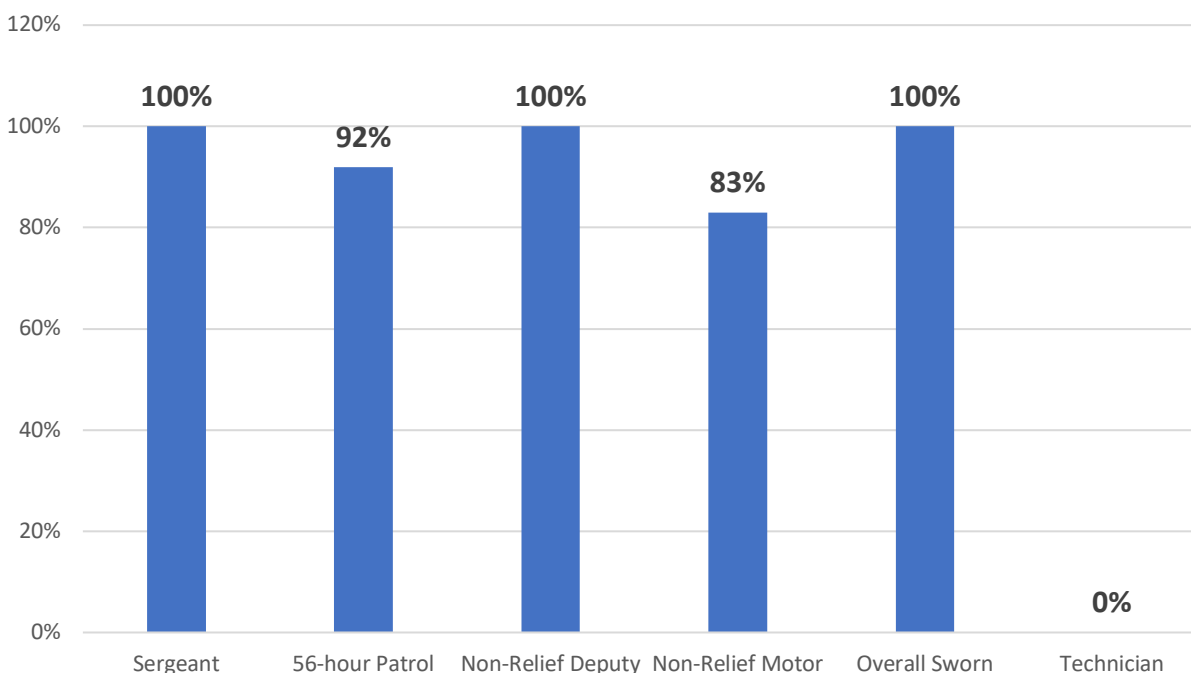
The above information was placed in the context of the aforementioned Monthly Service Compliance Report data, for which FY 2018-2019 information was provided. The following serves as a graphical representation of compliance relative to the 98% performance benchmark stipulated.

Monthly Compliance Frequency with 98% Performance Benchmark - FY 2018-19



The above graph shows the frequency in which each position-type was compliant with the number of monthly minutes contracted for that month; by example the sergeant was compliant 10-of-12 months (83%).

Year-to-Date Compliance Frequency with 98% Performance Benchmark - FY 2018-19



The above graph shows Year-to-Date (YTD) compliance, demonstrating that the minutes can be “caught-up” (exceeded) in one or more months in order to meet the YTD benchmark. Interestingly, the performance of YTD can be substantively different than month-to-month when comparing both graphs.

Data that is not readily accessible from the Monthly Service Compliance Report is performance by quarter. The following table summarizes this compliance.

Contract Compliance, by Position, by Yearly Quarter – 2018-19

Quarter	Sergeant	56-hour	NR Deputy	Motor	Technician
1 st	Yes	Yes	Yes	Yes	No
2 nd	Yes	No	Yes	No	Yes
3 rd	Yes	Yes	Yes	Yes	No
4 th	Yes	Yes	No	No	No
% of Annual Minutes Delivered vs. Contracted	111.8%	99.1%	106.4%	86.6%	86.2%

The data portrayed previously was created from the aforementioned Monthly Service Compliance Report which is provided in table format. Whereas the monthly and Year-to-Date information is readily accessible, the quarterly information needed to be created based on data provided in the reports. The following are issues surrounding the data with respect to managing contract performance:

- The contract stipulates that monthly meetings would be held with the Station Captain in the event of missing the 98% compliance benchmark. Moreover, additional meetings would be held with the Division Chief if the benchmark is missed on a quarterly and/or Year-to-Date basis. Based upon the data, numerous meetings could have been held with the City to resolve potential performance issues; there is no evidence such meetings were held consistently.
- Whereas the contract specifically stipulates resolution for a missed quarterly benchmark, data is not clearly provided to determine such quarterly compliance. The data provided herein needed to be created independently from each Monthly Service Compliance Report.
- There is no definitive contract language which suggests what should be measured against the 98% benchmark. It is unclear whether the intention is to compare the benchmark against total sworn minutes provided or alternatively by position type (e.g. the 56-hour patrol deputies). Benchmarking the former metric is too broad; in order to manage performance effectively this benchmark should apply to position types in order to identify issues (such as the Motor or the Technician). Such benchmark language should be clearly stated in the contract.
- There is apparently no (financial) recompense for lack of performance by position-type or otherwise. The City of Commerce examined invoices for the periods in which performance compliance was not achieved, particularly the Motor Deputy. There was no reimbursement or credit due to missing the benchmark. Consequently, it appears the benchmark is applied to “overall sworn” which should be addressed.

When specific services are not performed by the various assignment types contracted for, financial reimbursements, credits, and the like for the service not rendered help ensure the delivery of cost-effective service and overall contract compliance.

In sum, the Monthly Service Compliance Report provides some baseline information to manage and monitor contract performance, but there are several related opportunities for improvement.

4. Contract Costs Allocations

As part of the contract assessment, a review of all elements which compose the contract costs was conducted. We reviewed the contract in the context of three key areas, some of which had sub-sets:

- Direct Costs to the City of Commerce.
- Indirect Sheriff Costs to the City of Commerce.
- Indirect County Costs to the City of Commerce.

The 56-hour Deputy position was evaluated to illustrate the reasonableness of the cost allocation strategy relative to prevailing practices in contract service delivery. The following graphic shows the order of magnitude of costs, by type, with further descriptions provided subsequently.

Cost Allocation for 56-hour Deputy - \$146.27 per Hour

■ Deputy S&B ■ Patrol Supv/Mgr S&B ■ Civilian S&B ■ Overtime
■ Services/Supplies ■ Indirect \$ Sheriff ■ Indirect \$ County



The following further describes each proportion noted in the graphic¹.

- Deputy S&B (salary and benefits) - \$101.22/hour (69.2%):** Appropriately, the largest portion of the hourly expense for a 56-hour deputy is the salary and benefits for the position type. This is a direct cost. Over two-thirds of the overall hourly cost paid is related to this position-specific expense.
- Patrol Supervisors and Managers S&B - \$17.80/hour (12.2%):** Patrol Sergeants, Lieutenants and Captains are the next largest direct cost category and reflect the Sub-station positions costs associated with managing and supervising Commerce field staff. The proportion of cost associated herein is reasonable,

¹ Data abstracted from 2019-20 LECC FINAL Excel Spreadsheet provided by LASD.

given it is approximately one-sixth the costs associated with the deputy position. Dependent upon the law enforcement agency and its size/operational philosophy, supervisors and managers as a proportion of total sworn can range widely, but typically fall within the range of 1:5 to 1:10. Consequently, costs for such positions with similar ranges should be expected.

- **Civilian S&B - \$10.39/hour (7.1%):** Sub-station Civilian personnel support is included as a direct cost. This includes, Sub-station crime analysts, clerks, and other non-sworn personnel providing services at the regional sub-station. These direct costs do not appear unreasonable in the context of the entire contract cost.
- **Overtime - \$2.31/hour (1.6%):** Overtime costs, another direct cost category, is particularly reasonable given prevailing practice in overtime budgeting. Generally, overtime budgets for public safety are a significant expenditure. A “red flag” for excessive overtime in a public safety agency is 10%+ of the salaries and benefits budget dedicated to overtime expense, with less than 10% for overtime typically considered reasonable. The proportion of contract costs dedicated to overtime, therefore, should be considered very reasonable.
- **Services and Supplies - \$2.22/hour (1.5%):** The final direct cost category is services and supplies associated with Sub-station operations. Such expenses are commonplace for any operation and the proportion dedicated to the Commerce contract is fiscally reasonable.
- **Sheriff Indirect Costs - \$12.16/hour (8.3%):** The largest indirect costs are those associated with provision of Sheriff Support Services. These are wide-ranging and include both Patrol-related and other LASD operational costs. They encompass 20 different categories and include such areas as Internal Affairs, 911 Communications, Property and Evidence, etc. The Matrix Consulting Group has seen overhead rates exceeding 10%; therefore, such LASD overhead should be considered reasonable.
- **County Indirect Costs - \$0.17/hour (0.1%):** The smallest proportion of costs and effectively infinitesimal is related to County indirect costs. These would be costs associated with managing the Sheriff’s Department and that are passed on to contract cities. These would include such expenses as County legal, information technology, administration, etc.

In summary, our review of the specifics related to LASD contract cost allocation strategies shows no issues of relevance. Indeed, some of the expenses appear particularly reasonable (e.g. overtime allocation). Of import, when comparing optional law enforcement service delivery, the potential savings or additional costs would likely fall within just a few direct cost areas, as indirect costs as a proportion of the contract budget do not offer significant opportunities for savings. Direct cost changes would include:

- Potential changes to salary and benefit direct costs for patrol line staff (e.g. Officer) as a consequence of a different salary and benefit structure.
- Potential changes to the salary and benefit direct costs for managers and supervisors due to different salary and benefit structures as well as different philosophies deployed for managing field staff (e.g. use of more or less supervision).
- Potential changes to the salary and benefit direct costs for civilian support staff for due to salary/benefits and the use of such positions in providing law enforcement support services.

In future deliverables this issue area will be explored more definitively upon contact with alternative service providers.

4 Law Enforcement Service Delivery

As discussed in the prior section, whereas the LASD provides some fundamental information in the form of regular reports and invoices to determine contract compliance and performance monitoring relative to contract terms and conditions, LASD generally does not provide a broad suite of reports allowing for a true performance assessment of LASD staff and what they are accomplishing in their law enforcement service delivery to the City of Commerce. During our data collection efforts, varied reports were provided that allow for a portion of this assessment, some of which are made available to Commerce. There are, however, other reports that are absent that would prove extremely valuable to quantifying what Commerce is getting beyond the expenditure of “contract minutes.” Service delivery areas to be discussed in the following Section include:

- Proactive and Reactive time use for Patrol-related units.
- LASD service delivery metrics such as response time.
- Investigations.
- Other service delivery metrics such as community-engagement outcomes.

These are discussed in the following sections and where data is available, illustration of this data are provided.

1. Proactive and Reactive Time for Performance Management

Field law enforcement services (Patrol) represent one of the areas of law enforcement operations in which staffing needs and utilization can be substantively quantified based on service levels desired. Several factors determine the level of patrol staffing required in a community, including:

- The community generated call for service demand by time of day, and day of week.
- How deputies are utilized in the field, how they are scheduled, and in what manner they are deployed (e.g. one-person versus two-person patrol cruisers).
- How calls for service are managed by a law enforcement agency. Many policing agencies throughout the United States “manage” lower priority calls for service in

a number of ways. What these methods of handling calls for service have in common is that they free up the time of trained, professional deputized staff from handling lower priority routine calls so that more of their available time can be spent on calls requiring a higher level of expertise and training.

- The level of service desired by the community. This reflects the amount of “proactive” time, or “unobligated” time a community desires and how they wish it to be spent. This is a significant factor and primary driver impacting required patrol staffing and service levels.

Unobligated time involves time not spent handling community generated calls for service and reflects proactive time for which an officer is available for community policing, directed or preventive patrol, self-initiated activity (i.e. observations, including suspicious pedestrians or vehicles, etc.), and other approaches for addressing crime problems, quality of life issues, etc.

The following summarizes reactive and proactive time metrics’ availability to Commerce.

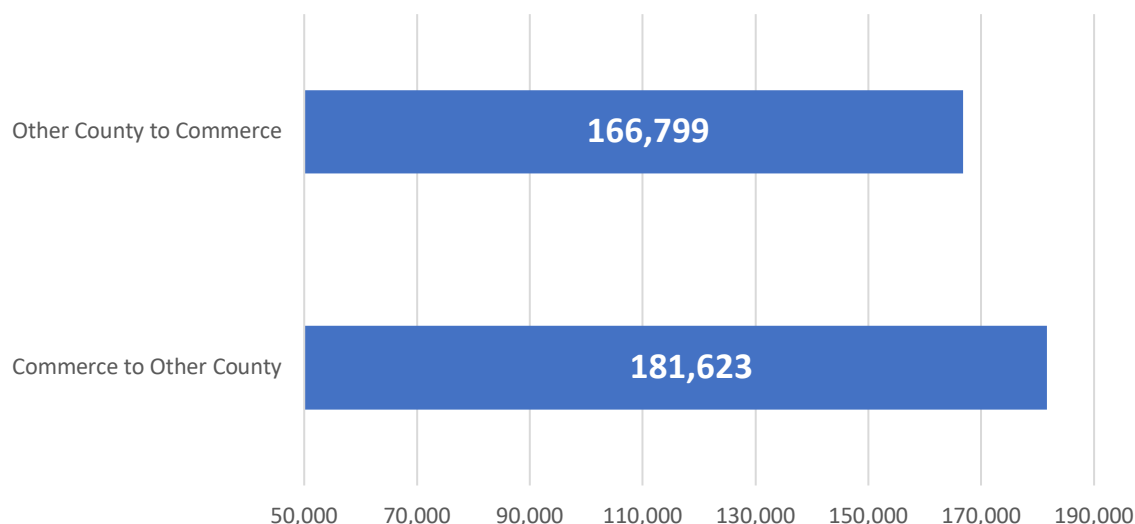
(1) Reactive Time Service Levels

Fundamentally, one of the primary responsibilities of a patrol deputy is the responding to and handling community generated calls for service. Further, workload related to these calls for service, including reports, arrests / bookings, back-up assistance to another patrol deputy on a call, etc., as well as the associated times for these activities, are primary responsibilities of the deputy. These elements are foundational in developing the total field staffing levels required based on desired services levels. The time expended on these efforts is called “Reactive Time.”

Currently, LASD does not provide any metrics relative to reactive time. Number of calls for service, number of reports written, number of arrests, etc. are all important performance metrics that constitute reactive patrol efforts. In the absence of reactive time data, it is difficult to determine what service levels are being performed in Commerce, and specifically how many staff resources should be provided in order to meet service delivery expectations.

One data set provided by LASD related to reactive time was the amount of minutes provided by Commerce patrol units to other areas of the County and visa-versa. This outcome report was provided in an Excel spreadsheet and does provide illuminating information of relevance. The outcome is summarized in the graphic below:

Minutes Provided by Patrol Units Outside Their Assigned Service Area - FY2018-19



Whereas the data show that Commerce patrol units provided more “outbound” service to other County-areas than services received, the difference is marginal. The delta represent 247 hours which is less than 10% of one 56-hour deputy unit and less than 0.5% of the annual minutes purchased by Commerce. Importantly, in any given year, it is possible the exchange of such time would be reversed if Commerce had a critical event(s) requiring multiple County deputies responding.

Notably, this reactive time metric could serve as an important piece of information useful in understanding the performance of County deputies assigned to, and providing service to Commerce. It illustrates one performance management opportunity that should be provided with regularity.

(2) Proactive Time Service Levels

Proactive enforcement addresses all other workloads that are not in response to a community-generated call for service. These include such important services as deputy self-initiated activity, proactive or preventive patrol, investigative follow-up, traffic enforcement, pedestrian stops, foot patrols, etc. It is critical to recognize that all self-initiated activity falls within an “uncommitted time” or “unobligated” category. All law enforcement agencies should have clearly defined uses for proactive time. Deputies and officers should know what they are expected to do with time between calls for service. According to the *International Association of Chiefs of Police (IACP)*:

Policing agencies should consciously choose a policing style, recognizing that modifications have direct effect on staffing requirements. Agencies coping with budget constraints can choose to reduce uncommitted, prevention-focused time, thus expanding the time committed to response to calls. This strategy reduces patrol staffing requirements, which may risk public safety. Alternatively, agencies can choose to be more proactive, allocating, for example, 40%, 45%, or 50% to of each officer's time to crime prevention, problem solving, community relations, and other proactive activities. This strategy intensifies (increases) manpower requirements. The IACP management survey staff prefers this more proactive approach to policing.²

Typically, less than 30% net proactive time available to patrol staff results in inefficient bundling of available time – i.e., uncommitted time comes in intervals too short to be effectively used by field personnel. Often field personnel will run from call-to-call and low proactive time can impact overall response time to the community. **Proactive time of more than 50% generally results in less than efficient use of community resources**, as it is difficult to effectively manage field patrol personnel with this level of uncommitted time.

LASD only has limited metrics readily available for proactive time usage. There are no proactive percentages or other core metrics on what is accomplished during uncommitted time frames. While total minutes expended in fulfillment of the contract are provided (as discussed previously), how those minutes are used is generally lacking in detail.

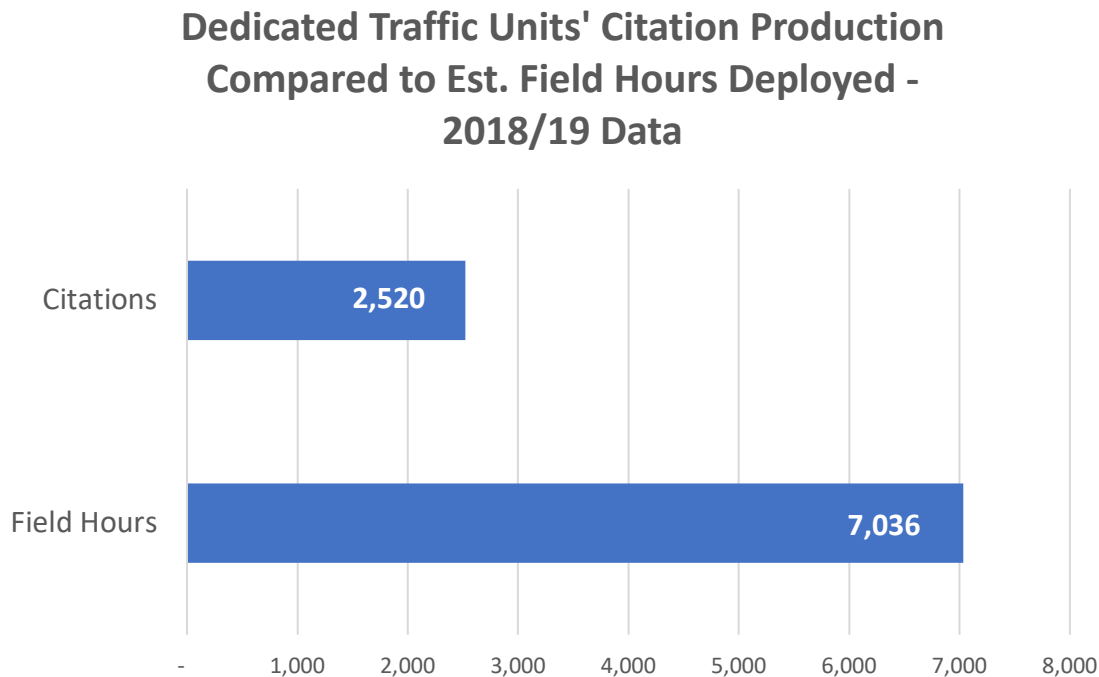
There is one report available that is developed that shows the use of proactive time: the Traffic Analysis Report for the City of Commerce. This report shows various information including traffic collisions, traffic fatalities, and citation-related data. Citation production per hour is one Key Performance Indicator (KPI) and are of the core activities typically performed during proactive time.

Typically in most law enforcement agencies traffic units complete the bulk of citation in a patrol operation. There is presently no readily available LASD data on what Commerce patrol units' citation output is by type of unit. Nevertheless, some assumptions can be made for some expected performance outcomes.

Generally it is expected that each dedicated traffic unit should be able to complete a minimum of one citation per work hour. In the 2018-19 contract period, Commerce had dedicated three (3) 56-hour deputies and one (1) Motor to traffic enforcement. Assuming 66% of the time the deputies are in the field (one-third at the Sub-station, on break, etc.),

² IACP Patrol Staffing and Deployment Study

then the following graph compares estimated field hours available compared to citation output.

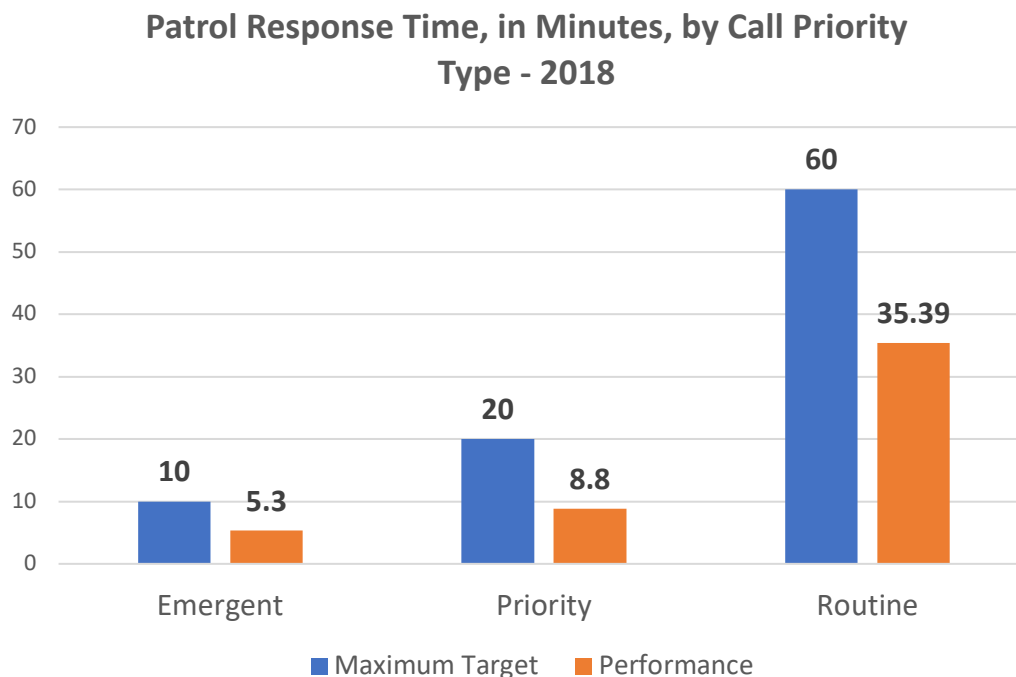


The above graph's bars should be equivalent for the Commerce traffic units to be considered effectively performing traffic enforcement during proactive time; expected performance output is less than half the KPI desired. Moreover, it is assumed above that all citations are generated by Traffic, not other patrol units. This would be atypical. Consequently, the performance of the traffic units are probably over-estimated.

The above data, irrespective of performance, illustrates one proactive time usage metric that should be readily available to Commerce to help manage performance. As noted, this information lies within a LASD report showing only the number of citations, not as a KPI or more robust performance measure.

2. Response Time Service Delivery Metrics

One service delivery performance measure the LASD does provide Commerce is a response time report. This report shows the total monthly calls for service to Patrol and the average response time by different call priorities. It then aggregates the data to show an annual response time outcome. The following graphs broadly summarizes data from that more detailed report.



The data shows good to exceptional response time performance for Commerce patrol units:

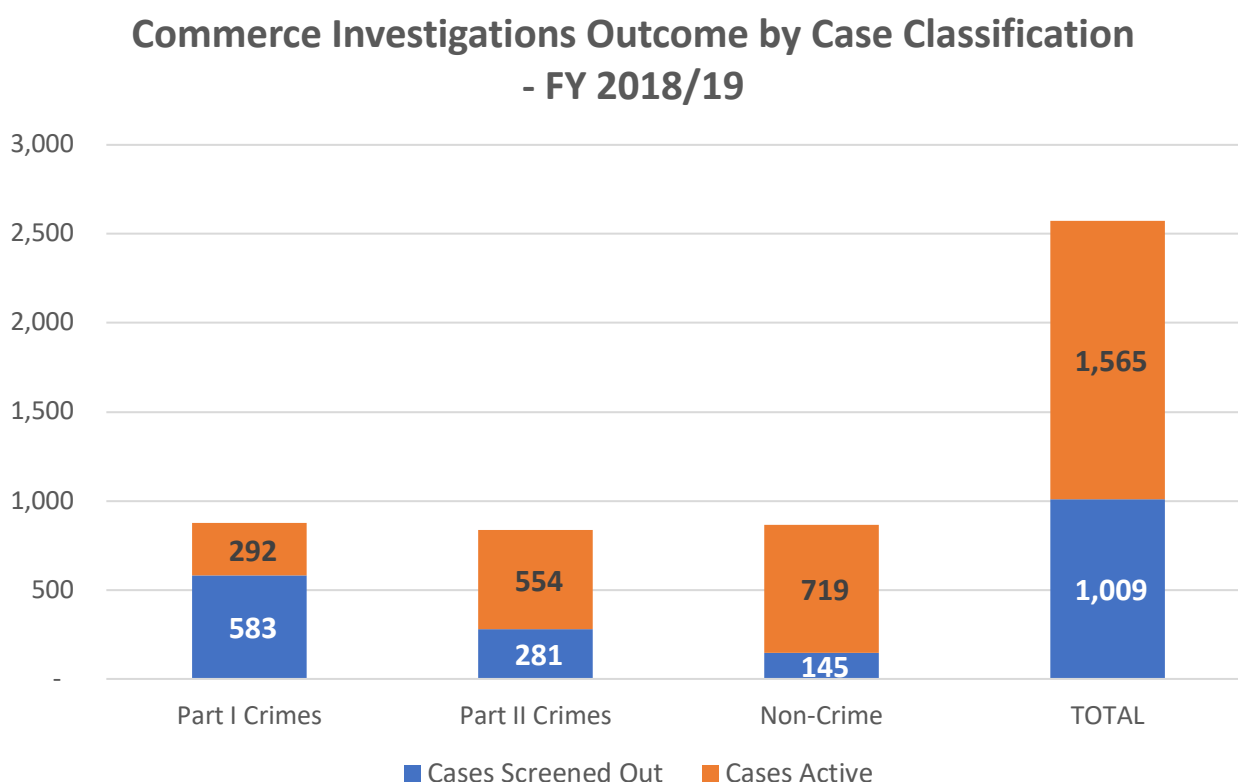
- Response time targets for Priority and Routine calls are reasonable. Importantly, LASD Commerce patrol units more than meet these response times targets for calls classified in these categories; indeed, performance for Priority-classified calls should be considered exceptional.
- Calls classified as Emergent have a response time target of 10 minutes. The average performance is 5.3 minutes; well below the target and noteworthy performance. A response time target for the highest priority calls of 10 minutes is the new norm in law enforcement, and performing at a level of approximately five minutes is exceedingly rare.

In sum, this performance measure is available and provided to Commerce. It reflects an important service delivery output that demonstrates effective service delivery for this particular metric.

3. Investigations Service Delivery

The conduct of investigations on crimes that have occurred and other important incidents (e.g. traffic collisions with injury) falls only behind patrol services in the order of local law enforcement's core responsibilities. The LASD has available several different reports related to investigations that could be made available to Commerce to help determine performance.

These reports, through the LARCIS system, allows for some detailed discussions related to investigative performance. While some of the reports are convoluted with respect to the way they report information, they nevertheless provide the most detailed performance information available. The following graphic abstracts data from one of these reports to demonstrate possibilities for discussion.



As shown by the graphic above, for fiscal year 2018/2019 nearly 2,600 cases were reviewed that belonged to Commerce. Important information that can be abstracted from this data include:

- Major Part I crimes (e.g. Homicide, Robbery, Burglary) represented 775 cases in Commerce. Of those cases reviewed, 292 (33.4%) were assigned for investigation while other cases were screened due to insufficient evidence for follow-up.

- Part II crimes, which represent misdemeanors and felonies not falling into Part I classifications (e.g. narcotics offenses), represented 835 cases in Commerce. Of those cases reviewed, 554 (66.4%) were assigned for investigation while other cases were screened out.
- Non-crime cases represented 854 cases of which the large majority (83.2%) were assigned.

These metrics are interesting, and while the overall proportion of cases screened out for Part I crimes is generally consistent with prevailing practice, the higher percentage of cases assigned for Part II and non-crime cases, is unusual. Importantly, data such as this provides a context for performance discussion and should be provided to Commerce and reviewed on a regular basis in order to help determine overall service delivery to the community.

4. Community Engagement Outcomes

Another important performance metric is community perception regarding law enforcement service delivery. Quantifying these perceptions through survey or other approaches is valuable. Whereas this task was a part of this engagement, given the Covid-19 issues it has been suspended pending discussion on alternative approaches to gain such insights.

5 Key Preliminary Findings and Next Steps

The following illustrate preliminary key findings of the profile and contract assessment exercise.

- The City of Commerce deploys a variety of personnel on the LASD contract reflective of a broad approach to community and traffic-oriented law enforcement. To the extent that data is available, the City receives at least adequate patrol and investigative resources from LASD.
- LASD's Commerce contract complies with numerous best practices in Contract Management and Administration. However, there are some opportunities for improvement.
- LASD provides compliance-related information in the form of a monthly service compliance report and invoices which provides baseline information to help ensure contract compliance. However, the ability to deeply understand and manage Commerce's law enforcement performance is generally lacking. While reports are available on such things as response time, critical information to discuss the quality and quantity of patrol service delivery, overall investigations performance, etc., is either missing or not provided in a user-friendly format. This makes it difficult to hold LASD accountable for a desired service level beyond "service minutes provided."
- The contract's terms and conditions are mostly adequate. However, a key issue is dispute resolution, which does not provide a third-party arbitrator and defers to the Sheriff as the final judge in all matters.
- Another contract condition is related to the 98% benchmark in which the number of minutes contracted need to be achieved. While a 98% target is certainly reasonable, there is apparently no financial penalty for missing this benchmark, nor does it appear there are individual benchmarks for position-types (e.g. 56-hour Deputies) but a universal benchmark applied to the totality of sworn positions. These shortcomings make contract management of service delivery performance less than ideal if, by example, the excess time of a sergeant can off-set the below benchmark time of a Motor Deputy.
- The cost allocation methodology regarding contract direct and indirect costs is

appropriate and well-detailed. Certain costs, such as overtime, appear particularly economical. The cost-competitiveness and reasonableness of such LASD costs, however, would need to be juxtaposed against another potential service provider as direct costs related to deputies, supervisors, managers, and civilian salaries and benefits make up the largest proportion of the overall Commerce contract (88.5%), and therefore any more competitive cost would largely be the result of lower personnel-related costs.

- Based on metrics currently available, patrol response time is generally exceptional, whereas traffic enforcement citation production is sub-par. Investigative services appear to be reasonably focused, though active cases for Part II and non-crime reports (e.g. collisions) might be over-emphasized.

With respect to next steps, resolving the community outreach effort is an important goal. Moreover, understanding the potential service delivery options and related costs of alternative service providers, such as the cities of Vernon or Montebello, is necessary. While LASD data has been provided, as previously stipulated it has some limitations regarding patrol usage, etc. Nevertheless, some more sophisticated data mining on existing information may reveal further service delivery strengths and issue areas for LASD and the Commerce contract.

In closing, Commerce wishes a physical locale from which law enforcement personnel are regularly deployed and can serve as a point-of-contact for the community. Whether this a “boutique” storefront or full-service station has yet to be determined, and costed, dependent upon feedback from the City and future contract partners.