

Request for Proposals

Independent Police Auditor



The City of Petaluma
11 English Street
Petaluma, California 94952

Telephone: (707) 778-4345
Cityofpetaluma.org

Proposal Release Date: September 19, 2022
Proposal Due Date: October 27, 2022

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I. Notice Inviting Proposals for an Independent Police Auditor

PUBLIC NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Petaluma (“City”) at the office of the City Clerk located at 11 English Street, Room 4, Petaluma, California, 94952-2610, until 12:00 PM on Thursday, October 27th, for Independent Police Auditor. Proposals received after this date will be rejected by the City. Emailed proposals will be accepted as long as they are emailed to cityclerk@cityofpetaluma.org prior to 12:00 PM on Thursday, October 27th.

The City is requesting proposals to provide professional consulting services as an Independent Police Auditor to the Police Department in accordance with the Scope of Services and Specification indicated herein.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed agreement including the identified scope of work. The City reserves the right to reject any or all proposals determined not to be in the best interest of the City.

Interested proposers may download copies of the Request for Proposals (“RFP”) by visiting the City’s web site, <https://cityofpetaluma.org/bid-opportunities-2/>. For more information regarding the RFP, please contact:

Aaron Zavala, Senior Management Analyst
azavala@cityofpetaluma.org
(707) 778-4345

II. Request for Proposals for an Independent Police Auditor

A. Scope of Services

The City has prepared an outline of services. A description of the City's Project Objectives can be seen under III. Scope of Services.

B. Questions/Clarifications

If any proposer has any question regarding the meaning of any part of this RFP, or finds discrepancies in or omissions from this RFP, the proposer shall submit them to Senior Management Analyst, Aaron Zavala at azavala@cityofpetaluma.org by October 13, 2022 by 5pm.

C. Submittal of Proposals

The instructions for the submittal of proposals are set forth throughout this RFP. Generally, each proposal shall be submitted with a cover letter and four exhibits, including: (A) Scope of Services, (B) Billing Rates, (C) Statement of Qualifications, and (D) Terms of Service Agreement. Proposals shall be submitted in a sealed envelope clearly marked on the outside: "SEALED PROPOSAL FOR RFP - DO NOT OPEN WITH REGULAR MAIL" or by email with the subject line "Independent Police Auditor – Proposal for RFP."

- Option 1: One (1) Original and two (2) Hard Copies and one (1) Soft Copy of Proposals including completed forms shall be submitted in a sealed envelope NO LATER THAN 12:00 p.m., October 27, 2022. Proposals shall be submitted in a sealed envelope clearly marked on the outside.
- Option 2: Proposals may be submitted via email to cityclerk@cityofpetaluma.org in PDF form NO LATER THAN 12:00 p.m. on October 27, 2022.

D. City's Review of Proposals

All responsive proposals shall be reviewed and evaluated by the City in order to determine which proposer best meets the City's needs for this Project. The criteria by which the City shall evaluate proposals are set forth in this RFP. The City reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process. The City reserves the right to negotiate the terms of the Agreement for this Project with one or more proposers.

Review Criteria

The following criteria shall be used in evaluating proposals.

- Professional experience and qualifications of the proposer.
- Prior experience of the proposer as a police auditor/monitor.
- Past performance verification of proposer as a police auditor/monitor.

For more information, reference IV. Instructions for Submittal – 6. City’s Review of Proposals.

E. Award of Agreement

The City currently anticipates awarding an agreement for this Project by approximately **December 2022**. No proposal or agreement for this Project shall be binding upon the City until the Agreement is signed by the Consultant and the City. The schedule below is preliminary and subject to change.

September 19, 2022	RFP Released
October 13, 2022	Request for Clarifications Due
October 27, 2022	Proposals Due
November 10, 2022	Finalists identified
Late November 2022	Finalists’ interviews (if needed)
Late December 2022	Contract Awarded

Tentative Selection Schedule:

The City will review all proposals and make a decision by late December 2022.
Contract Awarded in late December 2022

III. Scope of Service

BACKGROUND

The City of Petaluma was incorporated in 1858. Petaluma is in southern Sonoma County and is approximately 38 miles north of San Francisco along the U.S 101 corridor. Petaluma is the second largest city in Sonoma County, with a population of nearly 61,000 in 2017 and is projected to reach 62,700 in 2022. The median household income is \$79,129 and a median age of 41.3. The median home sales price is \$667,750, which is above the county-wide median price of \$576,000. In Petaluma, 89.1% of adult residents possess at least a high school diploma: 37.4% possess at least a bachelor's degree, and 13.2% possess advanced degrees.

Between 2010 and 2017, the population grew 7.1%, ranking Petaluma the second highest growth of incorporated cities in Sonoma County. Petaluma is expected to grow 3.2% by 2022.

Establishment of Ad Hoc Community Advisory Committee and Recommendations

Following the May 25, 2020, murder of George Floyd in Minneapolis, community race relations, public safety and city government DEI policies and programs, including police use of force and other policies, have become a focus in communities across the country. Communities have called for an examination and reform of institutional policies that contribute to the disparities between the life experiences of whites and people of color and other traditionally excluded groups living in America.

To address requests from community members and start these conversations locally, the City hosted a community engagement and listening forum followed by community-led listening sessions. The City then hired a professional facilitator, Tracey E. Webb of Tracey Elizabeth Webb Associates, and established an Ad Hoc Community Advisory Committee (AHCAC) to discuss race relations in Petaluma and make recommendations to the City Council to help unify the community and identify and pursue opportunities for meaningful, positive change and advancement of inclusion in Petaluma City government and throughout the community.

The AHCAC consisted of representatives from various groups, including many representing our black, indigenous, and people of color (BIPOC) communities. The 28-member group began meeting in April 2021 and met monthly through October. Over six sessions, the AHCAC identified issues and brainstormed ideas to make Petaluma a more inclusive and welcoming community.

In total, the Committee made 31 recommendations addressing four categories:

- Police and the Community
- Diversity in Schools
- Multicultural Center / Restorative Justice
- Diversity in City Hiring and Appointments

On December 13, 2021, Petaluma City Council reviewed and prioritized the AHCAC's recommendations to give staff specific items to analyze for budgetary, legal, and policy implications and to bring back to Council for consideration. These included:

- Study current staff capacity to support existing City Commissions, Committees, and Boards in consideration of establishing a DEI Commission
- Hire DEI consultant(s) and/or establish an Office of Diversity and Equity
- Information on options for civilian police oversight

On April 4, 2022, the Council provided direction for Implementation of the City Council's Priorities in Response to the Recommendations of the AHCAC. On May 2, 2022 Council provided direction on top 10 Goals and Priorities which included the "Implementation of Hybrid Police Oversight Model and Citywide Diversity, Equity and Inclusion Efforts." The first project milestone related to Police Oversight was to Develop and Issue Independent Police Auditor (IPA) Request for Proposal (RFP) to be completed in Quarter 1 (July 1 to September 30) of FY 2023.

Overview of the Police Department (PD)

The Department's mission is "working with our community to provide professional police services since 1858." The Department is responsible for safeguarding lives and property, emergency incident management, and enhancing public safety. Protective services include 9-1-1 response, traffic and patrol enforcement, crime investigation and prevention, hostage negotiations, K9 unit, and Special Weapons and Tactics (SWAT) operations.

The Communications Center averages over 56,000 Calls for Service per year.

Finally, the Department has formed a Mobile Crisis Response Team designed specifically to provide an enhanced level of service to individuals experiencing a mental health crisis. The City was the first in the county to implement a mobile crisis intervention program-- Specialized Assistance for Everyone (SAFE)--to respond and assist people in crisis. This program aids the PD in responding to a variety of calls for service that require specialized crisis intervention involving issues associated with mental health, substance abuse, and homelessness - bringing professionals trained in these areas to offer help in place of, or in addition to, police officers.

The Department, utilizing an intelligence-led policing model, aims to prevent and reduce crime, increase community safety, and build public trust and legitimacy. The Department is committed to strengthening our relationship with the community through transparent communications, outreach, and problem solving.

As a public safety organization, the Department has identified four service priorities that guide the organization daily as they provide service to the community:

- **Reduce Crime**
- **Increase Traffic Safety**
- **Improve Quality of Life**
- **Community Engagement**

In early 2022, the Department developed a new three-year strategic plan to be the roadmap to move from where the agency is today to where the agency and community want to be in the future. Through collaboration and partnership, both internal and external, the Department strives to further five strategic departmental goals:

- 1. Organizational Wellness & Professional Development**
- 2. Crime and Collision Reduction**
- 3. Active Partnerships**
- 4. Safe Spaces**
- 5. Transparent Accountability**

While Petaluma is a safe community, the city has been impacted by crime trends that are significantly affecting the region. In particular, auto burglary has been a considerable regional issue as it is deemed a low-risk/high-reward crime. Despite a steady increase of property crimes (burglary, larceny, auto theft, and arson) since 2013, Petaluma experienced an overall -8% reduction in 2018, mostly attributed to focused strategies and dedicated efforts by various policing teams. Violent crime (homicide, rape, aggravated assault and robbery) has increased over the last several years as well. Related to violent crime, we respond to a high volume of domestic related disturbances and aggravated assaults involving our unsheltered community. Homelessness, mental health, substance abuse, property crimes and traffic safety issues dominate our calls for service.

In order to provide emergency patrol response to the City, Petaluma is divided into four geographic beats that are served and dispatch from one centralized police station. Total calls for service in 2021 were 55,639, down slightly from our recent yearly average of 60,000 calls for service.

The Department's Administration consists of the Chief of Police, the Deputy Chief, four Lieutenants, one Civilian Technical Services Manager, one Administrative Assistant, and one Management Analyst. The Chief of Police directly supervises the Deputy Chief and the Administrative Assistant. Many administrative duties and personnel functions are managed by the Administrative Assistant. The Deputy Chief's duties include Petaluma Policing, Public Relations, Employee Wellness and Safety, Policy and Oversight, Professional Standards, Risk Management, and Budget/Grants. The Deputy Chief also directly supervises the Management Analyst, four (4) Lieutenants, and the Civilian Technical Services Manager. The Management Analyst manages the police grants, the budget, public bids, agreements, contracts, federal acquisition programs, development of the strategic plan, data analysis, and other projects as needed by the Deputy Chief. Quarterly staff meetings and Department promotional events are managed by Administration. The Chief and Deputy Chief have authority over the Department's three divisions.

The PD Administration oversees the three divisions:

- *Field Services Division:* (Patrol, Field Training Program, Community Services Officer, School Resource Officers, Bike Patrol, Explorer Program, Traffic, K-9, Investigations, Community Impact Response Team (CIRT), Criminal Intelligence, Crisis Response Team, Code Enforcement)
- *Professional Standards Division:* (Equipment, Training, HR, Organization Wellness, Safety Committee, IPA, Recruitment/Hiring, Accreditation)

- *Technical Services Division:* (Emergency Communications, Records, Training, Facilities-Jail, Information Technology, Community Engagement)

Currently the Department is funded for seventy (70) sworn personnel. Forty-six (46) of these positions are assigned to patrol operations. There are two (2) Patrol Lieutenants, six (6) Sergeants and thirty-eight (38) officers assigned to patrol operations. In addition, the Investigations Team has one (1) Sergeant and six (6) detectives. The Traffic Team also has one (1) Sergeant and six (6) officers, made up of four (4) motorcycle officers and two (2) DUI enforcement officers. cars) assigned to it. A new Community Impact Response Team (CIRT) has been recently formed as part of the Field Services Division and at full deployment will include one (1) Sergeant and four (4) officers. The Department has thirty-six (36) professional staff. Two (2) of these positions are in Administration, thirteen (13) are dispatchers, five (5) are in Support Services, five (5) are in Records, one (1) is in Investigations, and five (5) are assigned to the Traffic Team.

PROJECT DESCRIPTION

The Petaluma City Council has directed staff to adopt a hybrid model for civilian police oversight to include the following components:

1. Develop an RFP and execute a Professional Services Agreement (PSA) with a professionally trained and reputable Independent Police Auditor (IPA).
2. Design and implement a review model Public Safety Advisory Group made up of community members to address police community relations and work collaboratively with the IPA, City Manager, and Chief of Police.
3. Develop a Strategic Plan to resource and pursue accreditation by the Commission on Accreditation of Law Enforcement Agencies (CALEA).

The City of Petaluma is seeking proposals from qualified persons or entities interested in providing professional consulting services as an Independent Police Auditor identified in item number one above. The IPA will work collaboratively with the Public Safety Advisory Group when it is developed and seated. The Public Safety Advisory Group will receive and review the twice annual IPA report and provide feedback and recommendations prior to the reports being presented to City Council.

The contract shall be done in line with generally accepted standards and benchmarks for safety used by comparable police departments in comparable communities and based on standards and "best practices" for modern day police services currently in practice in the United States. The recommendations provided by the successful Proposer will allow the City to improve and enhance the overall safety, security, and satisfaction of Petaluma community members.

SCOPE OF WORK

The following scope of work is intended to cover the range of tasks the Independent Police Auditor (IPA) may address over the course of the contract with the understanding that the amount of time spent on any one task may vary over time.

The IPA is a contract position that provides oversight on a quarterly basis, including providing quarterly reports to the City Manager. Specifically, the IPA will carry out the following tasks:

1. Community Complaints and Internal Affairs Investigations

Intake – The IPA may receive citizen complaints directly. The IPA will forward a summary of the complaint and contact information for the complainant directly to the department’s Professional Standards Division through the Office of the Chief of Police. If the department receives the complaint directly or initiates an internal investigation, they will notify the IPA within (3) working days with the nature of the allegation(s). The Department and the IPA will review each citizen complaint/internal investigation to determine whether a criminal component exists and proceed accordingly.

Investigative Plan – As needed, the IPA will discuss the investigative plan with the Department and arrange for a mutually convenient way to update IPA on the progress of the investigation.

Review – The IPA will review each citizen complaint and internal affairs investigation to determine thoroughness, activity and appropriateness of disposition within (10) working days.

Follow-up – After reviewing the completed investigations, the IPA will confer with the Department to evaluate results and discuss any suggestions for additional follow-up.

Disposition – When all aspects of the investigation are complete, the IPA will confer with the Chief of Police to resolve any issues about the process, disposition or the recommendations outlined in the investigation. Disposition shall be defined as “Sustained”, “Not Sustained”, “Unfounded” or “Exonerated”.

Status and Tracking – The IPA will track each case through its conclusion to ensure that each investigation is completed in a timely manner.

Semi-Annual Reporting – Twice a year, the IPA will produce a written report to the City Manager and City Council. The report will contain a statistical breakdown of the number of complaints/investigations and any developing trends. The report will also contain the initial allegation(s), the findings and the number and type of recommendations made to the Chief of Police. The report will not contain any specific information that would identify the involved officers either internally or externally.

IPA/City Meetings – The IPA will formally meet with the City Council, City Manager, and Police Chief twice a year to provide the report and discuss any trends.

The following is a more detailed description of the above said services:

a. Review Police Department (PD) misconduct complaints.

- Review notice, investigation, recommendations for discipline, and final notices of discipline for all complaints assigned to the Professional Standards Division (PSD).

- Receive complaints directly and refer them to the PD PSD for investigation.
- Receive real time updates on investigations for monitoring and reporting purposes.
- Have full, unrestricted, access to all information, evidence, and all other material, in, prepared for, and relevant to, complaint investigation files, that the IPA deems necessary or helpful in the performance of their duties, including any analysis, proposed findings, and any proposed discipline.
- Provide evaluations as to whether an investigation is complete, thorough, and objective; an explanation if more investigation or a change in finding is recommended.
- Document any recommendations on policy, procedures, or training growing out of a complaint investigation.

b. Audit PD Misconduct Complaint Discipline Process

- With access to the PD PSD complaint database, regularly assess issues such as nature of complaints, how complaints are classified, and whether investigation timelines are met.
- With access to PD PSD complaint database personnel and discipline records, assess the discipline system for fairness and appropriate levels of discipline.
- Identify and report trends and patterns regarding Department training and education as well as monitor and review the Department's use of the Early Warning System(s) for use of force, complaints, collisions, and pursuits.
- Identify and report trends and patterns with respect to arrests and citations, to include race/ethnicity of arrestees and offenders.
- Monitor training and/or policy issues that arise during the investigations of complaints; and
- Identify and report trends and patterns regarding use of force and Department sworn employee-involved shootings.

c. Receive Notice of Death, Serious Injury, or Other Critical Incidents

- The Police Department (PD) will notify IPA of critical incidents as soon as possible, and no later than 24 hours after the incident. IPA shall be given full access to observe interviews or any other aspects of the incident investigation. Critical incidents include: officer involved shootings, regardless of whether a person was hit by gunfire; a traffic collision involving police officers that result in death or serious bodily injury to another person; a use of force resulting in death or serious bodily injury to another person, or; all deaths while an arrestee/detainee is in the custodial care of the Department.
- The IPA will review the Department's investigation, analysis or report of such occurrences for thoroughness, objectivity and appropriateness of disposition. The IPA will make any recommendations on the investigation and findings. The IPA may also make recommendations to the Police Chief regarding training and policy modifications. The IPA will include a brief summary of each such occurrence in their semi- annual report including the findings and any recommendations.

d. Conduct Independent Investigations Upon Request

- In cases where the IPA deems an investigation insufficient or the PD does not open an investigation, or IPA recommendations for additional investigation are not heeded, after written notification to and concurrence from the City Manager and City Attorney, the IPA may conduct an additional, independent investigation. The IPA will have full, unrestricted, access to all information, evidence, and all other material, in, prepared for, and relevant to,

incident files that the IPA deems necessary or helpful in the performance an additional, independent investigation .

2. Review of Department Policies, Procedures, and Training

a. Audit PD Policies, Procedures, and Training

- The IPA should prioritize and audit PD policies, procedures, or training related to these topics or other matters that may be identified and take precedence for auditing purposes. This may include body camera usage by officers and review by supervisors, Professional Standards, etc.
- In addition to the audits conducted by the Commission on Peace Officer Standards and Training (POST), the IPA will audit completed background investigations of PD personnel and background investigative processes to ensure compliance with existing state law and best practices to ensure that candidates for a peace officer position be of good moral character.

b. Recommend Changes/Improvements to Policies, Procedures, and Training

- Systematically review PD existing policies and procedures and evaluate new or changed PD policies.
- Systematically review PD training related to Professional Standards.
- Make written recommendations for improvements or changes to PD policies, procedures or training regarding any matter, with recommendations to the Police Chief and shared publicly.

3. Assess the work of the Professional Standards Division

- Provide an annual written report to the City Manager on the effectiveness of the PSD.

4. Community Outreach and Public Safety Advisory Group (PSAG) Engagement

In addition to the independent police auditor, the City of Petaluma is in the process of forming a Public Safety Advisory Group made up of community members to serve in a review and community engagement role with police community relations.

a. Reports and Communications

- The IPA will work collaboratively with city staff, the Public Safety Advisory Group, and community members to address police/community relations, policies, and practices.
- The IPA will provide the PSAG members with the annual reports and audits prepared for the City Council.

b. Community Input

- The IPA will review, solicit, and consider community feedback when reviewing/auditing police policies and practices and making recommendations.

IV. Instructions for Submittal

1. TIME AND PLACE OF DELIVERY OF PROPOSALS.

It is the Proposer's responsibility alone to ensure that the proposal is received by the City's Authorized Representative at the time and place identified on pages 3 and 4 of this Request for Proposals ("RFP").

2. FORMAT OF ENVELOPE/SUBJECT LINE FOR PROPOSAL.

The Proposer shall submit the proposal in a sealed envelope clearly marked on the outside: "SEALED PROPOSAL FOR RFP INDEPENDENT POLICE AUDITOR -- DO NOT OPEN WITH REGULAR MAIL," or as a PDF attachment via email with the subject line "Independent Police Auditor – Proposal for RFP."

3. FORMAT AND QUALITY OF PROPOSALS.

All proposals shall be prepared in a clear and concise manner. Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the requirements set forth in this RFP.

4. PROPOSER'S SIGNATURE.

An authorized representative of the Proposer shall sign the proposal on a cover letter which: (1) identifies this project by name and number; and (2) identifies the full legal name of the Proposer, along with name of contact person, address, phone number, fax number, and e-mail address; and (3) indicates Proposer's willingness to comply with the procedures identified in this RFP, including an incorporation by reference of the four exhibits identified below.

5. CONTENTS OF PROPOSAL.

The Proposer shall include in its proposal, at a minimum, the information outlined in this Section 5 in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of the services identified in this RFP. The Proposer shall attach four separate exhibits to the cover letter proposal, including: (A) Scope of Services, (B) Billing Rates, (C) Statement of Qualifications, and (D) Terms of Service Agreement.

a. Scope of Services.

The City has set forth on III. Scope of Services, attached hereto and incorporated herein by reference, an outline of services which the City anticipates the successful proposer to perform. The outline of services set forth on III. Scope of Services is presented for the primary purpose of allowing the City to compare proposals. The precise scope of services to be incorporated into the Service Agreement will be based upon III. Scope of Services as

well as Proposal Exhibit “A” to be prepared by Proposer as a part of the proposal (described below), and may be the subject of negotiations between the City and the successful proposer.

- i. Based upon the City’s outline of services set forth on III. Scope of Services, the Proposer shall prepare a complete description of the scope of services (to be labeled: Proposal Exhibit “A”) which the Proposer intends to perform in order to achieve the Project Objectives. The Proposer may identify services in Proposal Exhibit “A” which differ from the outline of services in III. Scope of Services if the Proposer believes the changes will assist the City in more efficiently and effectively achieving the City’s stated Project Objectives.
- ii. The Proposer’s scope of services shall include, at a minimum, a description of the major components of services (or phases of service), a description of work product (or “deliverables”) to be provided by Proposer to the City, and the expected time of completion for each component.

b. Billing Rates.

The Proposer shall prepare a schedule of billing rates (to be labeled: Proposal Exhibit “B”) which identifies:

- i. A proposed rate and method of payment for all services to be performed by the Proposer, including hourly rates, and a description of any reimbursable charges.
- ii. A total proposed “Not to Exceed” cost for the performance of all services described in the scope of services, Proposal Exhibit “A.”
- iii. An estimated cost breakdown for each major component of service, with a cross-reference to each component of service identified in Proposal Exhibit “A.”

iv. BUDGET

Proposer shall also include a proposed fee schedule for the services it will provide under this assignment. The proposal shall be based on a not-to-exceed, fixed cost for performance of all services described in proposer’s scope of work, and that City reserves the right to solicit a best and final offer from those proposers identified to be within the competitive range. Estimates of personnel-hours with associated fees shall be tied to each component of the services to be provided. The fixed-fee proposal must include sufficient details for the City to determine the fee of any particular component of the services requested and how that fee was developed.

c. Statement of Qualifications.

The Proposer shall prepare a statement of qualifications (to be labeled: Proposal Exhibit “C”) which identifies:

QUALIFICATIONS/EXPERTISE

The executive consultant will be a seasoned leader with extensive understanding of law enforcement practices and studies to specifically include the Intelligence-led Policing Model and best practices in 21st Century Policing. This shall include expertise in workload-based methodology, with an emphasis on analysis of officer activity, productivity and trends of activity levels and conditions. Expertise as a police auditor/monitor is required for organizational structure. The consultant will provide expertise in data-driven methods to perform complex workload calculations and modeling.

i. Proposer's organization

- (1) total number of years in operation as a police auditor/monitor or similar work
- (2) total current number of employees,
- (3) number of office locations (including the location of each office),
- (4) number of employees in the office location which is intended to provide the services described in III. Scope of Services.

ii. Proposer's Experience with California Agencies

Provide a list of all California Law Enforcement Agencies where your organization provides or has provided auditor/monitor services.

(1) Information provided shall include:

- (a) Agency Name
- (b) Agency Service Description
- (c) Contract start and end dates

iii. Proposer's employees

An identification of the Proposer's experience performing services for projects of a similar size, scope, and complexity as the services required by this RFP, including an identification of:

- (1) Position with the Company
- (2) Length of time with the Company
- (3) License, registrations, and certifications as required by law to perform the Scope of Services described herein
- (4) Educational background
- (5) Role in the project
- (6) Experience with the minimum requirements stated herein
- (7) Work history on similar or like projects with other municipalities

iv. Proposer's References:

Provide at least five (5) references with other municipalities that received similar scope of services from your firm for a minimum of a three-year term. The City of Petaluma reserves the right to contact any of the organizations or individuals listed. All references provided must be current references.

- (1) Information provided shall include:
- (2) Agency Name
- (3) Agency Service Description
- (4) Contract start and end dates

d. Terms of Proposed Service Agreement.

The Proposer shall prepare a document identifying the terms of the proposed Service Agreement between the City and Proposer (to be labeled: Proposal Exhibit “D”), including:

- i. Specifically identify any portions of the City's standard form Service Agreement (attached to this RFP) which the Proposer desires to amend (either by addition, deletion, or modification).
- ii. Disclose any past, ongoing, or potential conflicts of interest which the Consultant may have as a result of performing the work for this Project.
- iii. Identify Proposer's ability to comply with the City's insurance requirements. A copy of an insurance certificate or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) may be favorably considered.

6. CITY'S REVIEW OF PROPOSALS.

After the proposals are received and opened by the City, the City shall review and evaluate all proposals for responsiveness to the Request for Proposals in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the services required. The City may also investigate qualifications of all Proposers to whom the award is contemplated, and the City may request clarifications of proposals directly from one or more Proposers. In reviewing the proposals, the City may consider the following:

- a. The qualifications (including education, training, licenses, experience, and past performance) of the Proposer and its agents, employees, and subconsultants as police auditor/monitors. The City may consider Proposer's timely and accurate completion of similar projects within budget.
- b. The feasibility of the proposal based upon the methodology of the proposed scope of services, and the reasonableness of the schedule of billing rates.
- c. Proposer's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFP.
- d. Proposer's proposed language for the Professional Services Agreement.

7. AWARD OF AGREEMENT.

Upon completion of the review period, the City shall notify those Proposers who will be considered for further evaluation and negotiation. All Proposers so notified shall make presentations and negotiate in good faith in accordance with direction from the City. Any delay caused by Proposer's failure to respond to direction from the City may lead to a rejection of the Proposal.

- a. If the City determines, after further evaluation and negotiation, to award the Agreement, a Service Agreement shall be sent to the successful Proposer for the Proposer's signature. No proposal shall be binding upon the City until after the Agreement is signed by duly authorized representatives of both Consultant and the City.
- b. The City reserves the right to reject any or all proposals, and to waive any irregularity. The award of the Agreement, if made by the City, will be based upon a total review and analysis of each proposal and projected costs.

8. PROPOSALS ARE PUBLIC RECORDS.

Each proposer is hereby informed that, upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

- a. Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, et seq.), unless there is a legal exception to public disclosure.
- b. If a proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the Proposer shall: (1) clearly mark the relevant portions of its proposal "Confidential"; and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the Proposer shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

Conflict of Interest (Signed copy must be submitted with proposal)

Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services as a result of this RFP/Bid. Any such relationship that might be perceived as or represent a conflict should be disclosed. By submitting a proposal in response to this RFP/Bid, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The City will determine if a conflict of interest exists and whether it may reflect negatively on the City's selection of a vendor. The City reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

Collusion

This is to certify that the undersigned bidder has neither directly nor indirectly entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the City of Petaluma.

All terms and conditions of this Request for Proposal have been thoroughly examined and are understood.

NAME OF BIDDER

AUTHORIZED REPRESENTATIVE

SIGNATURE

TITLE

ADDRESS

PROFESSIONAL SERVICES AGREEMENT

(Title of Project)

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

For multi-year contracts or contracts with multiple accounts:

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of _____, 20____ (“Effective Date”), by and between the City of Petaluma, a
(city use only)

municipal corporation and a charter city (“City”) and _____, a _____ (“Contractor”) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Contractor providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.** Contractor shall provide the services as described in and in accordance with the schedule set forth in Exhibit “A” attached hereto and incorporated herein (“Services”). Except as otherwise expressly provided in this Agreement, this Agreement does not authorize the Contractor to perform any services in addition to those specified in Exhibit A. The City has no obligation to award any additional Services to the Contractor. Any additional Services awarded to the Contractor pursuant to this Agreement will be in the sole discretion of authorized representatives of the City and shall be added to Exhibit A in accordance with Section 25, Amendment, of this Agreement.
2. **Compensation; Business Tax Certificate.**
 - A. For the full performance of the Services as described herein, City shall compensate Contractor in accordance with the rates specified in Exhibit A.
 - B. Contractor shall submit detailed monthly invoices reflecting all services performed during the preceding month and including a revised schedule for performance and additional documentation requested by City, as applicable.
 - C. Contractor shall be compensated for services in addition to those described in Exhibit A, only if Contractor and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed \$_____ without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.

- D. Notwithstanding any provision herein, Contractor shall not be paid any compensation until such time as Contractor has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business tax certificate.
- E. City's obligation to pay compensation to Contractor as provided herein is contingent upon Contractor's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.
3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on _____, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Contractor and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.
4. **Termination.** City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Contractor or Contractor's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Contractor shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Contractor shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Contractor shall be liable to City for any excess cost City incurs for completion of the Services.
5. **Contractor's Representation; Independent Contractor.** Contractor represents that Contractor possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Contractor shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Contractor and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.
6. **Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Contractor no facilities or equipment, unless the City otherwise agrees in writing to provide the same.
7. **Licenses, Permits, Etc.** Contractor shall, at Contractor's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
8. **Time.** Contractor shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.

9. **Inspection.** Contractor shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Contractor of any of its obligations pursuant to this Agreement.
10. **Progress Reports.** Upon the City's request, Contractor shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Contractor's performance of the Services.
11. **Confidentiality.** In the course of Contractor's employment, Contractor may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Contractor shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
12. **Conflict of Interest.**
 - A. Contractor represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Contractor represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Contractor will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Contractors are subject to the requirements, including the disclosure and reporting requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Contractors subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Contractor agrees to comply fully with all such requirements to the extent they apply to Contractor's performance of the Services.
 - B. Certain contractors, in addition to being subject to the City's Conflict of Interest Code, may be subject to other conflict of interest prohibitions, including those in the Political Reform Act, Government Code Section 81000 and following, and Section 1090 and following of the Government Code. The Political Reform Act prohibits public officials, employees and certain contractors from participating in making governmental decisions that the official, employee or consultant knows or has reason to know will result in a material financial effect on their economic interests. Government Code Section 1090 and following prohibits government officials, employees, and certain contractors from participating in making government contracts in which the official, employee or contractor has a financial interest. As a result of the financial interest City contractors have in their City contracts, the Section 1090 prohibition regarding City contractors focuses on whether a contractor is or would be "making a government contract" in a quasi-governmental capacity for purposes of Section 1090. Section 1090 prohibits City contractors from using their role as a contractor to influence how the

City spends the public's funds in a way that benefits the contractor. As a result, Section 1090 may in certain circumstances prohibit the Contractor from responding to solicitations for, or being awarded, subsequent contracts that result from or relate to the Services performed pursuant to this Agreement. . Penalties for violating Section 1090 are severe, and may include felony criminal penalties, permanent disqualification from holding public office in California, disgorgement of any benefit received by the financially interested contractor, civil and administrative penalties, and voiding of the prohibited contract.

13. **Contractor No Agent.** Except as the City may otherwise expressly specify in writing, the Contractor shall have no authority, express or implied, to act or transact on behalf of City in any capacity whatsoever, including advising or representing the City concerning City public contracts as an agent of the City. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. **Standard of Performance.** Contractor shall perform all the Services in a manner consistent with the standards of Contractor's profession. All instruments of service of whatsoever nature, which Contractor delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Contractor's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
16. **Subcontractors.** Contractor shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.
17. **Compliance With All Laws.** Contractor shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Contractor's failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Contractor shall comply with all rules and regulations applicable to such fiscal assistance.
18. **Prevailing Wages.** This Agreement is subject to the requirements of the California Prevailing Wage Law, California Labor Code Section 1720 et seq., and the Services as described in Exhibit A will be performed in accordance with all applicable requirements of the California Prevailing Wage Law, including, but not limited to, all applicable requirements contained in Exhibit _____, which is attached to and made a part of this Agreement.

19. **Living Wage Ordinance.** Without limiting the foregoing Section 17, Contractor shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the “Living Wage Ordinance”), as the same may be amended from time to time. Upon the City’s request Contractor shall promptly provide to the City documents and information verifying Contractor’s compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement at Exhibit _____, shall be a part of this Agreement for all purposes, and Contractors that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit _____ in accordance with the requirements of the Living Wage Ordinance. Contractor’s noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City’s termination of this Agreement pursuant to Section 4 hereof.
20. **Discrimination.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
21. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
- (i) personal delivery, in which case notice is effective upon delivery;
 - (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
 - (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
 - (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient’s time or on a nonbusiness day.

City: City Clerk
City of Petaluma
Post Office Box 61
Petaluma, California 94953
Phone: (707) 778-4360
Fax: (707) 778-4554
Email: cityclerk@ci.petaluma.ca.us

And:

Phone: _____
Fax: _____
Email: _____

Contractor: _____

Phone: _____
Fax: _____
Email: _____

22. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Contractor without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative. Notwithstanding this provision or any other provision in this Agreement to the contrary, the City and the Contractor shall each own all right, title and interest in and to any intellectual property authored by or on behalf of the City or the Contractor related to the Services. The City shall have an irrevocable, royalty-free, world-wide, fully-paid-up, non-exclusive license to use and authorize others to use any intellectual property of the Contractor included in the work products produced as part of the performance of the Services pursuant to this Agreement.

23. **Indemnification.** A. With respect to commercial general liability, to the maximum extent permitted by law, Contractor shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers (“Indemnitees”) from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature, whether actual, alleged or threatened, arising out of or in connection with the Contractor’s performance of the Services or Contractor’s failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

B. With respect to professional liability, notwithstanding the foregoing or any other provision in this Agreement, to the maximum extent permitted by law, Contractor shall indemnify defend and hold harmless the Indemnitees from Liability arising out of or in connection with the negligence, recklessness, or willful misconduct of Contractor.

C. The Contractor must respond within 30 calendar days to any tender of defense and indemnity by the City unless the time for responding has been extended by an authorized representative of the City in writing. If the Contractor fails to accept tender of defense and indemnity within 30 calendar days regarding a matter subject to tender pursuant to this Agreement, in addition any other remedies authorized by law, so much of the money due or

that may become due the Contractor under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until the Contractor accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Contractor prior to Contractor's acceptance of tender, where such matter is subject to tender pursuant to this Agreement, Contractor agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation, incurred by the City in filing such responsive documents.

D. Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, Contractor's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.

E. Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Contractor's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

24. **Insurance.** Contractor shall comply with the "Insurance Requirements for Contractors" in Exhibit B, attached hereto and incorporated herein by reference.

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

25. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.

26. **Litigation.** If litigation ensues which pertains to the subject matter of Contractor's services hereunder, Contractor, upon request from City, agrees to testify therein at a reasonable and customary fee.

27. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.

28. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.

29. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

30. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
31. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
32. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
33. **Contractor's Books and Records.**
- A. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.
 - B. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
 - D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor in interest.
34. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
35. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination or expiration of this Agreement.
36. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to

the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

CITY OF PETALUMA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACTOR

By _____
Name

Title

Address

City State Zip

Taxpayer I.D. Number

Petaluma Business Tax Certificate Number