

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 \$ _____

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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 performance of the Services pursuant to this Agreement, the Contractor will have access to confidential information protected from being disclosed except as permitted by law. Such information may include, but is not limited to: confidential law enforcement information protected under Government Code Section 7923.600; police officer personnel information protected under Penal Code Section 832.7; information protected by the attorney client privilege under Section 954 of the Evidence Code; information protected by the attorney work product doctrine under Code of Civil Procedure Section 2018.030, and other confidential information the disclosure of which is prohibited by law ("Confidential Information"). The Contractor's obligations pursuant to this Agreement include safeguarding and not disclosing all Confidential Information excepts as permitted by law and as expressly approved by the City Manager or her designee. The Contractor's unauthorized release of Confidential Information is grounds for termination of this Agreement for cause in accordance with Section 4 and may subject the Contractor to other sanctions and/or remedies pursuant to applicable law.
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, Public Safety Officers Procedural Bill of Rights 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. **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 as 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.
19. **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.
20. **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@cityofpetaluma.org

And:

Phone: _____

Fax: _____

Email: _____

Contractor:

Phone: _____

Fax: _____

Email: _____

21. **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.

22. **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.
23. **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.
24. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.
25. **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.
26. **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.

27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.

33. **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.
34. **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.
35. **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

CONTRACTOR

City Manager

By _____
Name

ATTEST:

Title

City Clerk

Address

APPROVED AS TO FORM:

City State Zip

City Attorney

Taxpayer I.D. Number

Petaluma Business Tax Certificate Number

EXHIBIT “A” - 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. IPA Access and Availability

- a. The IPA Project Lead will be accessible to the City and Police Department personnel, 24 hours a day and 7 days a week and available to respond by phone, text, virtual, or in person as needed and requested by the City.
- b. Within the first 60 days of the execution of this Agreement, the IPA will meet with City staff from the City Manager’s Office, City Attorney’s Office, Human Resources, and Police Department to include the executive team, supervisors, and line staff from respective work groups and the Peace Officers Association of Petaluma to discuss the commencement of the IPA services and ongoing coordination regarding the performance of IPA services.

2. Community Complaints and Internal Affairs Investigations

- a. The IPA will establish a public facing website with email and phone access to the community in coordination with the City Manager’s Office and Economic Development and Open Government within 30 days of the execution of this Agreement.
- b. The IPA may receive community member complaints directly. The IPA will forward a summary of the complaint and contact information for the complainant directly to the Police Department’s Professional Standards Division through the Office of the Chief of Police.
- c. 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 community member complaint/internal investigation to determine whether a criminal component exists and proceed accordingly.

- d. Investigative Plans – 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.
- e. Review –The IPA will review each citizen complaint and internal affairs investigation to determine thoroughness, activity and appropriateness of disposition within (10) working days of receipt by the IPA of the investigative report.
- f. 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.
- g. 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”.
- h. Status and Tracking – The IPA will track each case through its conclusion to ensure that each investigation is completed in a timely manner.
- i. The IPA will establish a protocol to ensure that appropriate treatment within the disciplinary system is followed.
- j. The IPA will develop a mediation (restorative justice) process, to be used when appropriate, as it can be an effective tool for better understanding and the building of trust in police/community relations.
- k. 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 information that would identify the involved officers or other parties either internally or externally, unless the identity information is subject to disclosure to the public. The semi-annual reports will be public documents and will contain no Confidential Information as defined in Section 11 of this Agreement.
- l. 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.

3. IPA Services

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

- a. Review Police Department (PD) misconduct complaints, notices, investigation, recommendations for discipline, and final notices of discipline for all complaints assigned to the Professional Standards Division (PSD).

- b. Receive complaints directly and refer them to the PD PSD for investigation.
- c. Receive real time updates on investigations for monitoring and reporting purposes.
- d. 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.
- e. Provide evaluations as to whether an investigation is complete, thorough, and objective; and an explanation if more investigation or a change in finding is recommended.
- f. Document any recommendations on policy, procedures, or training growing out of the IPA's review of a complaint investigation.
- g. 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 are qualified and of good moral character.

4. Audit PD Misconduct Complaint Discipline Process

- a. 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.
- b. With access to PD PSD complaint database personnel and discipline records, assess the discipline system for fairness and appropriate levels of discipline.
- c. 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.
- d. Identify and report trends and patterns with respect to arrests and citations, to include race/ethnicity and other appropriate demographics of arrestees and offenders.
- e. Monitor training and/or policy issues that arise during the investigations of complaints.
- f. Identify and report trends and patterns regarding use of force and Department sworn employee-involved shootings.
- g. The IPA's role as outlined in this agreement does not modify existing processes or procedures already in place for complaints, internal affairs investigations, or the disciplinary process. The IPA's role is to audit these processes and procedures offering expertise and guidance to ensure compliance and make recommendations regarding policy and procedural improvements and suggested training that can support the Police

Department's effectiveness and support community trust and confidence in the Police Department.

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

- a. 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.
- b. 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, and; all deaths while an arrestee/detainee is in the custodial care of the Department.
- c. 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.

6. Independent Outside Investigations – Role of the IPA

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, consistent with their current authority, The City Manager and City Attorney may initiate an independent investigation. For such investigations, the City will utilize an independent outside investigator and the IPA will perform its auditor role regarding the independent investigation.

7. Audit and Review of Department Policies, Procedures, and Training

- a. The IPA will audit PD policies, procedures, and training programs on an ongoing basis, both as part of investigation audits and generally. 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 Division, etc.

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

- a. Systematically review PD existing policies and procedures and evaluate new or changed PD policies.
- b. Systematically review PD training related to Professional Standards.

- c. 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.

9. Assess the work of the Professional Standards Division

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

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

- a. In addition to retaining an independent police auditor, the City of Petaluma is in the process of forming a Public Safety Advisory Group (PSAG) made up of community members to serve in a review/advisory and community engagement role with police community relations. The IPA will assist the City with the planning and implementation of the PSAG.
- b. The IPA team will work closely with the PSAG and community members to address police/community relations, policies, and practices. The IPA will review, solicit, and consider community feedback when reviewing/auditing police policies and practices and making recommendations.
- c. The IPA team will prepare annual reports and audits for the PSAG and City Council regarding complaints, personnel investigations, discipline, critical incidents, police department policies, training, and other law enforcement matters of concern.
- d. The IPA will assist the PSAG in evaluating police department policies of compelling community-wide concern by providing trends and data on topics of interest to a majority of the PSAG.
- e. The IPA team will also provide training to the PSAG members regarding the legal and practical considerations involved in 21st century policing in Petaluma, including Public Records Act requirements, Public Safety Office Procedural Bill of Rights requirements, treatment of confidential law enforcement information, and police officer personnel records safeguards, as well as legal and practical considerations regarding internal affairs investigation, and officer involved shooting and use of force investigations. In each of these tasks, the IPA will bring their expertise and will utilize that expertise in providing advice and assistance to the PSAG. IPA team members will be present for each of the PSAG meetings, either virtually or in person. The IPA will make every effort to coordinate on-site presence for PSAG meetings, so as to be able to attend a majority of those meetings in person.

11. Reports and Communications

- a. The IPA will work collaboratively with city staff, the Public Safety Advisory Group, and community members to support positive police/community relations, and facilitate productive discussion of Police Department policies, and practices.

- b. The IPA will provide the PSAG members with the annual reports and audits prepared for the City Council to include but not limited to Biased Policing, Use of Force, compliance with [Racial and Identity Profiling Act \(RIPA\)](#) Requirements, PPD Strategic Plan Goals, and Body Camera Usage.

12. Community Input

- a. The IPA will review, solicit, and consider community feedback when reviewing/auditing/reporting on police policies and practices and making recommendations.
- b. The IPA will work with the City to develop and implement City/Police department responses to community feedback and will include community input in their reporting.

13. Access to Information

- a. Independent Police Auditor - The City's hybrid police oversight model includes three components; independent police auditor, public safety advisory group, and CALEA accreditation. The IPA model is effective and preferred because it gives full and complete access to confidential personnel records and information to an outside independent civilian police auditor. In this hybrid model the IPA, like the City Manager and City Attorney, has full access to confidential personnel records and information. This confidentiality is not only necessary to comply with the law but also to ensure and encourage continued and sustained improvement by the Department in their delivery of public safety services. Access to and use of Confidential Information as defined in Section 11 of this Agreement is subject to all the requirements of that section and applicable law. Violation of the requirements of Section 11 of this Agreement or other requirements, regulations or laws governing access to and use of Confidential Information is grounds for termination of this Agreement for cause and may give rise to other remedies or sanctions pursuant to his agreement and/or applicable law.
- b. Public Safety Advisory Group – The IPA will work closely with the PSAG and community members while safeguarding confidential information at all times in accordance with Section 11 of this Agreement and applicable law. Only the IPA, not the PSAG, will have access to confidential information under this agreement.

BILLING RATES

In order to facilitate all of these aspects of the IPA's work, protocols will need to be collaboratively developed with the City and PPD. The IPA team will perform all of this work as efficiently and effectively as it can possibly be done, utilizing available technology for on-going communications, and for the tracking of tasks and presentation of deliverables. In addition, we will best match our team members' skill sets to the tasks needed to be accomplished.

In essence, IntegrAssure will be establishing a fully functioning program, staffed with highly qualified individuals, which will provide the City of Petaluma and its residents with the comfort that comes through truly independent oversight and transparent public reporting. Our work will be done impeccably with stringent quality assurance processes embedded.

IntegrAssure's experts have all of the necessary attributes to make the City's bold endeavor successful including deep subject matter expertise, extensive experience with independent oversight and California law enforcement agencies, and the proven track record of building organizations from the ground up designed to deal with complex investigative and administrative issues and meaningful community engagement.

As noted in the cover letter as well in Exhibit C, IntegrAssure will field a team of subject matter experts, led by Mr. Schlanger, to perform each of the enumerated tasks called for in the scope of work. Mr. Schlanger will be available 7 days a week and 24 hours a day to respond to questions or issues that the City or the Department may have. This team-based structure for the IPA will provide the City the greatest return on its investment. It will allow for flexible access to both expert oversight in the varied areas called for by the scope of work. The diverse skill sets that will be brought to bear by IntegrAssure are best suited for the assignment because of the multi-faceted requirements of the role of IPA and different skill and experience levels involved in each of the requirements.

The success of the program will be measured in many ways, but perhaps most of all through improved public sentiment regarding the police department derivative from the continuous improvement that the independent oversight process will bring. The independent oversight and the continuous improvement process that it brings will have the natural effect of limiting any inappropriate conduct of officers in the areas of use of force; stops, searches and seizures; biased policing and general customer service. This will, in turn, increase the trust of the community in their police department, reduce potential liability, and at the same time, increase officer safety.

Based on the statistics published on the Department's Transparency Portal on use of force statistics and citizen complaints data, we anticipate the following estimated level of effort expressed in each instance in a not to exceed number of hours annually:

CITIZEN COMPLAINTS AND INTERNAL INVESTIGATIONS REVIEW

With respect to investigations review, IntegrAssure anticipates, based on the number of investigations published on the Department's website that review of these investigations and discussion with the City and stakeholders will not exceed 160 hours per year.

RECEIPT OF CASES AND DATA

IntegrAssure anticipates that establishing the initial system of notifications, access to necessary databases, and relevant data will be a one-time investment of time for both the IPA and PPD of approximately 20 hours for the first year.

THE AUDIT OF PPD MISCONDUCT COMPLAINT AND DISCIPLINE PROCESS

IntegrAssure anticipates this audit, in conjunction with the citizen complaints review as well as internal investigations review, will not exceed 40 hours per year.

OFFICER-INVOLVED SHOOTINGS AND OTHER CRITICAL INCIDENTS:

With respect to officer-involved shootings and other critical incidents, IntegrAssure anticipates, based on the statistics published on the Department's website, we would expect that the hours will not exceed 40 hours per year. This would include all steps necessary to assess the investigation.

CONDUCTING OF INDEPENDENT INVESTIGATIONS

While predicting whether independent investigations will be necessary is impossible as is the scope and complexity of any such investigation, our pricing does include 80 hours for an evaluation of any investigation underlying a critical incident and determination as to whether the incident warrants such independent investigation. The scope and pricing of any independent investigations requested or approved by the City to be conducted by the IPA will be determined at the time of approval.

AUDITS OF PPD POLICIES, PROCEDURES, AND TRAINING AND RECOMMENDATIONS TO POLICY, PROCEDURE, OR TRAINING

IntegrAssure anticipates that all assorted audits under this function, will not exceed 80 hours per year.

ASSESS THE WORK OF THE PROFESSIONAL STANDARDS DIVISION

IntegrAssure anticipates that all assorted audits and reviews under this function, in conjunction with all of the other related tasks noted above, will not exceed 50 hours per year.

COMMUNITY OUTREACH

IntegrAssure anticipates that all efforts under this function, in conjunction with reporting and presentation to the public and the Public Safety Advisory Group, will not exceed 20 hours per year.

REPORTING AND PRESENTATION

IntegrAssure estimates that the reporting process for quarterly reports to the City Manager will not exceed 80 hours per year.

IntegrAssure estimates that the reporting process for the semi-annual reports to the City Manager, City Council, Police Chief, and the Public Safety Advisory Group will not exceed 60 hours per year.

IntegrAssure estimates that the annual reporting process and the presentation to the City Manager, City Council, Police Chief, and the Public Safety Advisory Group will not exceed 50 hours per year.

TOTAL ESTIMATE OF LEVEL OF EFFORT

Our not to exceed price proposal for this project is derived from our estimate that the tasks as described would not exceed 680 hours for the first year. At our combined hourly rate of \$250/per hour across all labor categories, IntegrAssure is offering to perform the tasks described within the RFP for a not to exceed amount of \$170,000¹ exclusive of travel and associated costs with establishing an IPA website which would be billed at cost to the City.

This budget was formulated with our best estimate of the work required to provide the City with the highest quality deliverables. It is our intent to provide the City with the best customer service as well as the highest quality deliverables.

We propose a monthly billing to the City on the 5th of each month for hours worked and any additional amounts for travel that occurred within that last month at cost billed to the City with net 30 days for payment. Within the invoice, IntegrAssure will include summary of its activities as IPA during the invoice period as well as attach any reports that were published during that time frame.

¹ As noted above, the scope and pricing of any independent investigations requested or approved by the City to be conducted by the IPA will be determined at the time of approval.