

## **AGREEMENT FOR INDEPENDENT POLICE AUDITOR SERVICES**

THIS AGREEMENT, made and entered into in the City of Modesto, State of California, this 23<sup>rd</sup> day of May 2023, ("Effective Date") by and between the CITY OF MODESTO, a municipal corporation of the State of California, hereinafter referred to as "City", and OIR GROUP a California corporation, hereinafter referred to as "Consultant".

This Agreement is made with regard to the following recitals:

A. The City has determined that services for an Independent Police Auditor (IPA) are needed to support the City of Modesto.

B. Consultant represents that it is qualified, willing and able to provide the services to prepare said document(s).

NOW, THEREFORE, in consideration of this agreement, and the mutual promises, covenants, and stipulations hereinafter contained, the parties agree as follows:

### **1. SCOPE OF SERVICES.**

Consultant shall undertake and complete the scope of work as set forth and described in the documents attached hereto and referred to as Exhibit "A" or "Service(s)". Consultant shall perform the services as described in Exhibit "A" in a manner compatible with the standards of its profession and that are acceptable to City.

### **2. TERM OF AGREEMENT.**

This Agreement is effective as of the date first written above and will continue in effect until City's acceptance of and payment for all services authorized by City and performed by Consultant, unless terminated earlier in accordance with the provisions of the termination clause in this Agreement.

City hereby gives Consultant notice to proceed with the preparation of the Services, as of the Effective Date of this agreement. Consultant shall diligently proceed with the completion of the Services within the time period set forth in Exhibit "A".

**3. COMPENSATION.**

Consultant agrees to accept a sum of approximately **\$85,000** per year, and a maximum not to exceed \$451,000 over five years as full remuneration for performing all services and furnishing all staffing and materials for Modesto in accordance with Exhibit "A".

The Compensation shall be paid pursuant in the manner and at the times set forth below: City shall pay Consultant on a time and materials basis for Consultant's actual costs for all work called for in Exhibit "A" to this Agreement. All work to be performed under this Agreement shall be billed at the hourly rates set forth in Exhibit "B" attached hereto. Consultant shall submit monthly invoices to City which include detailed tasks, hours worked, and billable rates for all work completed, and detailed receipts for any reimbursable expenses paid by Consultant and identified in Exhibit "B" or approved by the City in writing.

City shall pay Consultant Net 30 terms via CITY's ePay Program.

**4. OBLIGATIONS OF CONSULTANT.**

Throughout the term of this Agreement, Consultant shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. Consultant warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the City with the services contemplated by this Agreement. Consultant further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding said Services.

**5. PERFORMANCE BY KEY EMPLOYEE.**

Consultant has represented to City that Stephen Connolly will be the person primarily responsible for the performance of the services referred to in this Agreement. City has entered into this Agreement in reliance on that representation by Consultant.

**6. OWNERSHIP OF DOCUMENTS/TITLE TO DATA.**

**Ownership of Documents**

All reports, drawings, designs, graphics, working papers and other incidental work or materials furnished hereunder shall become and remain the property of the City, and may be used by City as it may require without any additional cost to City. No reports shall be used by the Consultant for purposes other than this contract without the express prior written consent of City.

**Title to Data**

If, as a part of the agreement, Consultant is required to produce data such as, but not limited to, drawings, plans, specifications, calculations, models, flow diagrams, visual aids and other related materials, the originals of all such data generated under this agreement will be delivered to City upon the completion or termination of services under the contract. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

All materials, documents, data or information obtained from the City data files or any City medium furnished to Consultant in the performance of this Agreement will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Consultant after termination of this Agreement without written consent of the City.

**7. NEWS AND INFORMATION RELEASE.**

Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from the City Manager.

**8. CONFLICT OF INTEREST.**

Consultant warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would create a “conflict of interest”, as that term is defined in the Political Reform Act (Gov. Code § 81000 *et seq.*), for the Consultant in the performance of this Agreement. Consultant warrants that, in performance of this Agreement, Consultant shall not employ any person having any such interest. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed. Consultant agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of City.

**9. AMENDMENTS.**

This Agreement, including the Exhibits attached hereto, may be amended only by a writing signed by both Parties. City will not be responsible to pay any charges Consultant may incur in performing services not identified in Exhibit ‘A’ unless first authorized by the City in writing

**10. INDEPENDENT CONTRACTOR.**

All acts of Consultant, its agents, officers, and employees and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of City. Except as City may specify in writing, Consultant has no authority to bind or incur any obligation on behalf of City. Consultant has no authority or responsibility to exercise any rights or power vested in the City. It is understood by both Consultant and City that this Agreement shall not under any circumstances be construed

or considered to create an employer-employee relationship or a joint venture. Consultant, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of City.

Consultant shall determine and control the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of the Consultant in fulfillment of this Agreement. Consultant is permitted to provide services to others during the same period service is provided to City under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the Consultant.

It is understood and agreed that as an independent contractor and not an employee of City neither the Consultant or Consultant's assigned personnel shall have any entitlement as a City employee, right to act on behalf of the City in any capacity whatsoever as an agent, or to bind the City to any obligation whatsoever. It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's personnel.

**11. ASSIGNMENT.**

Neither this Agreement nor any portion thereof shall be subcontracted or assigned, other than noted in Exhibit 'A', without the express prior written consent of the City in each and every instance.

**12. PATENT/COPYRIGHT MATERIALS.**

Unless otherwise expressly provided in the contract, Consultant shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. Consultant shall furnish a warranty of such right to use to City at the request of City.

**13. NOTICES.**

Notice required by this Agreement shall be given in writing and shall be deemed given and effective upon delivery provided that such are delivered in accordance with the provisions of this Section. Notices shall be delivered either by: (a) personal delivery; (b) overnight courier service which obtains confirmation of delivery; or (c) certified mail, return receipt requested, if delivery is confirmed by a return receipt; or (d) by electronic transmission subject to reasonable proof that the notice was both transmitted and received. Each such notice shall be sent to the parties at the address respectively set forth below or to such other address as a party may designate by written notice given in accordance with the provisions of this Section:

FOR CONSULTANT:	Name:	OIR Group
	Address:	7142 Trask Avenue
	Attention:	Stephen Connolly, Principal
	Phone:	562-922-9337
	Email:	stephen.connolly@oirgroup.com
FOR CITY:	Name:	City of Modesto
	Address:	P.O. Box 642 Modesto, CA 95353

Attention: Joe Lopez, City Manager  
Phone: (209) 577-5224  
Facsimile: (209) 571-5128  
Email: joelopez@cityofmodestogov.com

14. **INSURANCE REQUIREMENTS.**

The Consultant shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the City as may be required by the Risk Manager of the City. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the City by certified mail, return receipt requested, for all of the following stated insurance policies.

In the event the certificates of insurance required hereunder do not provide for notice of cancellation to the certificate holder and/or additional insureds, the Consultant shall provide, and shall require its subcontractors to provide, as an express condition precedent to payment hereunder, an endorsement from their insurers providing that the additional insureds identified herein shall be provided 30 days notice of the cancellation on the policies of insurance required hereunder (10 days notice if the policies are cancelled for non-payment of premium). In addition, the named insured on all such policies shall provide to the additional insureds identified herein any notices of cancellation of said insurance policies within 5 business days of receipt of such notice. The Consultant shall, as a further express condition precedent to payment for work performed, affirm under penalty of perjury that the required insurance, during the duration of Services, remains in place and said insurance has not been cancelled.

(a) General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. If Commercial General Liability Insurance

or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to these services or the general aggregate limit shall be twice the required occurrence limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; products and completed operations as applicable.

(b) Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury.

(c) Professional Liability insurance with a minimum limit of \$1,000,000 per claim and policy aggregate. If coverage is on a claims made basis it shall be maintained for at least three (3) years following completion of the work.

If at any time any of said policies shall be unsatisfactory to the City, as to form or substance, or if a company issuing such policy shall be unsatisfactory to the City, the Consultant shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the Consultant to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the City, may be forthwith declared suspended or terminated. Failure of the Consultant to obtain and/or maintain any required insurance shall not relieve the Consultant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Consultant concerning indemnification. The City, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation and Professional Liability. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the City, its agents, officers, employees, and volunteers for losses arising from work performed by Consultant for the

City. The Consultant's insurance policy(ies) shall include a provision that the coverage is primary as respects the City; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Consultant must deliver certificates evidencing existence of the insurance listed above to the City prior to the time the contract is signed.

**CONSULTANT shall provide CITY with separate endorsements evidencing proof of the CITY's additional insured status as to both the general liability and automobile liability insurance policies. All endorsements referenced above must include the applicable policy number.**

For any claims related to services related to the Services, the CONSULTANT'S insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.

**15. TERMINATION OF AGREEMENT.**

**Termination for Default**

In the event either party fails to perform under this AGREEMENT or breaches any condition contained herein, the other party shall notify in writing the breaching party of the non-performance. Within 10 days after receipt of notification, the breaching party shall correct any non-performance to the reasonable satisfaction of the non-breaching party, or such other time as may be identified in the notice. Failure to correct any non-performance shall allow the non-breaching party to terminate this AGREEMENT for cause.

**Termination by City for Convenience**

City may cancel this Agreement at any time, with or without cause, upon written notification to Consultant.

**Post-Termination Procedure**

Upon receipt of a written notice of termination, the Consultant shall:

- a. Cease its work as directed in the notice of termination as of the termination date and see to it that its employees, subconsultants and agents are notified of such termination and act as specified in the notice of termination;
- b. Terminate all orders and Subcontractors except as necessary to complete any portion of the Work that is not terminated;
- c. If directed in writing by the City to do so, assign all right, title and interest in subcontracts and materials in progress to City, in which case the City will have the right at its discretion to settle, or pay any or all claims arising out of the termination of such subconsultants, but in no event shall recovery by any Consultant or subconsultant include lost profits for portions of the Work not completed or undertaken, including materials not delivered;
- d. Deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been accumulated by the Consultant in performing the Work whether completed or in process;
- e. Settle outstanding liabilities and claims, subject to the approval of City;
- f. Complete performance of such part of the Services as has not been terminated;
- g. Take such other actions as may be necessary, or as may be directed by the

City for the protection and preservation of materials documents, and/or property related to the Services;

- h. If City so requests, and at City's cost, Consultant shall provide sufficient oral or written status reports to make City reasonably aware of the status of Consultant's work.
- i. The Consultant understands and agrees that City may, in City's sole discretion, refuse to pay Consultant for that portion of Consultant's services which were performed by Consultant prior to the termination date and which remain unacceptable and/or not useful to City as of the termination date.

City will pay Consultant for work actually completed prior to the receipt of the termination notice or otherwise completed in accordance with the notice of termination. The final payment to the Consultant after termination for convenience shall be limited to amounts due and owing under the Agreement at time of termination, including the following:

- a. The cost of settling and paying valid claims arising out of the termination of the Work such as subconsultant agreements or contracts for materials;
- b. The Agreement price allocable to the portion of the Work properly performed or goods supplied to the work site by the Consultant as of the date of termination, as determined in accordance with the notice of termination, reduced by any sums previously paid to the Consultant.

**16. INDEMNITY.**

The Consultant shall hold the City, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments

or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of Consultant, or its agents, officers, or volunteers relating to or during the performance of its obligations under this Agreement.

Consultant's obligation to defend, indemnify, and hold the City, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

In the event that Consultant or any agent or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

**17. DISPUTE RESOLUTION.**

Venue for all claims, controversies, or disputes arising out of, or relating to the formation of this Agreement, or the breach, termination execution, enforcement, interpretation, or validity of this Agreement, including the determination of the scope or applicability of this contract provision shall be in the Superior Court of Stanislaus County or the United States District Court for the Eastern District of California.

**18. ATTORNEYS' FEES.**

If a party to this AGREEMENT brings any action, including an action for declaratory relief, to enforce or interpret the provision of this AGREEMENT, the prevailing party shall be

entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

19. **ENTIRE AGREEMENT.**

This Agreement and its exhibits contain the entire understanding between Consultant and City. All previous proposals, offers and communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement.

20. **PARTIAL INVALIDITY.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

21. **WAIVER.**

The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

22. **AUDIT.**

The City's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to City under this Agreement.

Consultant agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for Consultant services. City's representative shall have the right to reproduce any of the aforesaid documents.



23. **GOVERNING LAW.**

This Agreement shall be governed according to the laws of the State of California.

24. **HEADINGS NOT CONTROLLING.**

Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

25. **COMPLIANCE WITH LAWS.**

Consultant shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. Consultant shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

26. **CITY BUSINESS LICENSE.**

Consultant will have a City of Modesto business license.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2023- 240, adopted by the Council of the City of Modesto on the 23rd day of May 2023, and OIR Group has caused this agreement to be duly executed in duplicate as of the Effective Date.

## **Exhibit B**

### **OIR Group Professional Fees & Estimated Expenses**

#### **Billing Rate and Hours**

OIR Group proposes billing rates of \$250/hour. OIR Group agrees to a “do not exceed” total expense of \$85,000 per year for the duration of this contract.

#### **Direct Costs**

Direct Costs will be limited to the hours spent on assignments as set out in the statement of work or otherwise determined by the City, Modesto Police Department, Community Police Review Board, and other stakeholders.

#### **Indirect Costs**

Indirect Costs will be limited to any necessary travel and lodging as a result of on-site work. Travel expenses will be consistent with the City of Modesto’s regulations.

CITY OF MODESTO,  
a municipal corporation

OIR Group

DocuSigned by:  
BY: Joseph P. Lopez  
JOSEPH P. LOPEZ, City Manager

DocuSigned by:  
BY: Stephen J. Connolly  
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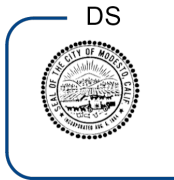
By Stephen J. Connolly Principal, OIR Group  
Name Title

ATTEST:  
(Seal)

DocuSigned by:  
BY: Diane Noyares-Perez 6/5/2023  
DIANE NOYARES-PEREZ, CMC,  
City Clerk

BY: \_\_\_\_\_

By \_\_\_\_\_  
Name Title



APPROVED AS TO FORM:

Federal ID # 027468196

DocuSigned by:  
BY: Jose Sanchez  
JOSE M. SANCHEZ, City Attorney

APPROVED AS TO FORM:

DocuSigned by:  
BY: Joe F. Rodriguez  
JOE F. RODRIGUEZ, Risk Manager

Via e-mail  
December 29, 2022  
INF 23-09

**Exhibit A**  
**Request for Proposal**  
**Independent Police Auditing Services**

The City of Modesto is soliciting a proposal from firms to retain services for Independent Police Auditing Services. It is the City's intent to select a firm for a three-year contract with two optional years of extension for a potential five-year agreement for Independent Police Auditing Services.

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. For the scope of this project, the following services would be included:

**1. Role of IPA**

The role of the IPA will be to offer an independent assessment of the police practices, procedures, and responses to critical incidents, uses of force, and misconduct investigations. The IPA will issue periodic reports that describe its appraisal of the Modesto Police Department's processes, practices and procedures, and offer recommendations for systemic improvements.

**2. Internal Administrative Investigations and Citizen Complaints:**

The IPA will audit and review department internal investigations and citizen complaints to help ensure a thorough, unbiased, and impartial investigative fact-finding process, and consistent and appropriate conclusions.

**3. Administrative, Citizen Complaint, and Use of Force Investigations:**

The IPA will review and report on an annual basis all investigations/cases in the following categories that have been closed:

- A. All uses of deadly force and in-custody deaths
- B. All bias-based policing complaints
- C. All administrative investigations in which the subject employee holds the rank of sergeant or higher
- D. A random selection of 1/3 of all administrative investigations;
- E. A random selection of 1/3 of all citizens complaints
- F. A random selection of 1/4 of all use of force reviews and any other investigations at the discretion of the City
- G. Prepare any additional critical incident reviews or tasks requested in writing by the City Attorney.

**4. Officer Involved Shootings and In-Custody Deaths:**

- A. The IPA will have the ability to respond to the scene of all officer involved shootings involving a person and all in-custody deaths in real time to monitor and advise the City in the investigation.
- B. The IPA will attend Major Incident Review Team (MIRT) meetings and provide timely feedback after the initial briefing regarding any observations, recommendations, and requests for further investigation.
- C. The IPA will review every MPD investigation of any officer involved shooting regarding a person (regardless of whether a person was hit by gunfire) and all in-custody deaths, to determine if the investigation was complete, thorough, objective, and fair.

#### **5. Access to Information:**

- A. The police department will ensure the IPA has access to any relevant police department files to ensure the IPA can complete a thorough review of its contracted responsibilities.

#### **6. Community Police Review Board:**

The IPA will serve as a police practices adviser to the CPRB. Duties will include:

- A. Work closely with the CPRB to offer an independent perspective, sharing its insights into specific matters that come to the Board's attention.
- B. Work closely with the CPRB to receive community feedback and complaints regarding the Modesto Police Department (MPD).
- C. Provide training to the Board upon request and assist the Board with the preparation of the Board's annual report including their workplan.
- D. Work closely with the CPRB to review and develop recommendations as to the policies, procedures, and practices of the MPD.

#### **7. Reporting:**

- A. The IPA will prepare a written public report that will include policy recommendations, along with statistics on the number of citizen complaints and Internal Affairs investigations, the type of allegations, and the conclusion of the investigations (by Internal Affairs), to the extent allowed by applicable law.
  - a. Critical incidents that are the subject of pending or potential litigation will not be included in IPA reports until after the litigation has been resolved.
- B. The IPA shall give a presentation to the Community Police Review Board (CPRB) and/or the City Council, which discusses IPA's review evaluations of internal investigations and citizen complaints that occurred during that year and suggest improvements to policies, procedures or trainings.

If you are interested in this opportunity, your proposal must be received by 5:00 pm, PST January 31, 2023. Proposals will be accepted electronically or by mail. The City of Modesto assumes no responsibility for delay in the delivery of the proposal. All costs associated with the preparation of the proposal shall be borne by the proposer.

Please see the City's Professional Services Insurance Requirements defined under the City of Modesto website link provided below.

<https://www.modestogov.com/2447/City-Contracts-Insurance-Requirements>

Business licensing information is found at <https://www.modestogov.com/235/Business-Licensing>

Please direct your proposal to:

Lynnelle Sanchez  
City of Modesto  
P. O. Box 642  
1010 Tenth Street, Suite 6100  
Modesto, CA 95353  
[lsanchez@modestogov.com](mailto:lsanchez@modestogov.com)

The proposal shall include the following information:

- Qualifications of the firm
- Professional fees and estimated out-of-pocket expenses
- Principal staff contacts
- Background on your firm
- List of client references --preferably including comparable placements
- Additional services (Optional)

Proposals submitted will be reviewed by an evaluation committee. The committee will select the proposal which best fulfills the City's requirements as determined by the evaluation committee. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

All questions should be submitted via email to [avanguilder@modestogov.com](mailto:avanguilder@modestogov.com).

I hope this recruitment opportunity will be of interest to you and look forward to your response.

Sincerely,

Allison Van Guilder, Deputy City Manager

cc: Lynnelle Sanchez, Management Analyst



## Response to the City of Modesto

INF #23-09

## Independent Police Auditing Services

Submitted to:

Lynnelle Sanchez  
City of Modesto  
P.O. Box 642  
1010 Tenth Street, Suite 6100  
Modesto, CA 95353  
[lsanchez@modestogov.com](mailto:lsanchez@modestogov.com)

Submitted by:

Stephen Connolly, Principal  
OIR Group  
7142 Trask Ave.  
Playa del Rey, CA 90293  
[Stephen.Connolly@OIRGroup.com](mailto:Stephen.Connolly@OIRGroup.com)



7142 Trask Avenue  
Playa del Rey, CA 90293  
323-821-0586  
OIRGroup.com

February 24, 2023

Lynnelle Sanchez  
City of Modesto  
P.O. Box 642  
1010 Tenth Street, Suite 6100  
Modesto, CA 95353

Re: Letter of Transmittal for #INF 23-09, Independent Police Auditing Services

Dear Ms. Sanchez:

We are pleased to submit this Letter of Transmittal and related proposal response to the City of Modesto.

This proposal is our official offer to complete the scope of work listed in the Request for Proposals. As detailed in the enclosed proposal, OIR Group is highly qualified to perform the work set out in the RFP. In two decades as full-time specialists in the independent review of police practices, OIR Group principals have developed unparalleled experience in the field. Our approach involves using our access and insights to enhance a department's *own* abilities to hold personnel accountable, learn from its experiences, and cultivate public trust in its work. We combine a critical eye with an approach that is candid and collaborative in engaging with police leadership; this leads to both productive dialogue and sustainable recommendations.

We also pride ourselves on writing public reports that heighten understanding of law enforcement policy and practice. As communities all over the country become more

engaged, and as expectations evolve, we have a refined sense of audience in providing meaningful transparency about policing.

Most importantly, we bring an incredible depth of knowledge to this assignment: in addition to clients throughout the west coast, we are currently the Independent Police Auditor for several northern California jurisdictions, including the Santa Cruz, West Sacramento, Santa Rosa, Palo Alto, and Davis Police Departments and the oversight agency for the County of Santa Clara Sheriff's Office (Office of Corrections and Law Enforcement Monitoring, or OCLEM). We also have experience with the cities of Anaheim and Burbank, where our current auditing responsibilities overlap considerably with the Modesto's new model. These roles give us unique insight and perspective to evaluate and oversee the Modesto Police Department.

We welcome the opportunity to contribute to the City of Modesto in this new endeavor.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Michael Gennaco', with a stylized, cursive script.

Michael Gennaco  
Principal, OIR Group

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# Introduction to OIR Group

OIR Group, LLC, is a team of police practices experts whose members have provided oversight services to public entities since 2001. Its founder is Michael J. Gennaco, a former prosecutor with the Civil Rights Division of the U.S. Department of Justice. Beginning with his work as the Chief Attorney for the Los Angeles County Office of Independent Review, Mr. Gennaco has become a nationally recognized figure in the field of law enforcement oversight. Our website, [www.oirgroup.com](http://www.oirgroup.com), offers detailed examples of our past work and includes numerous public reports that showcase our approach, thoroughness, and familiarity with each of the services described in the City's RFP.

During our 20 years in the field, we have proven our ability to provide rigorous, credible oversight in a variety of contexts. We have worked with over 30 law enforcement agencies, throughout California and in several other states. Most importantly, we bring an incredible depth of knowledge to this assignment: in addition to clients throughout the west coast, we are currently the Independent Police Auditor for several northern California jurisdictions, including the Santa Cruz, West Sacramento, Santa Rosa, Palo Alto, and Davis Police Departments and the oversight agency for neighboring County of Santa Clara Sheriff's Office (Office of Corrections and Law Enforcement Monitoring, or OCLEM).

In light of this background, we are uniquely suited to evaluate and oversee the Modesto Police Department (MPD). Moreover, for some time now, we have been following the development of the City's new oversight model – including participation by our members in multiple information-gathering sessions sponsored by the City regarding the strengths and limitations of various approaches to oversight and community involvement. Our understanding is that the proposed roles of the Independent Police Auditor and the Community Police Review Board (CPRB) overlap considerably with the direct experiences we have had in different jurisdictions.

OIR Group has unrivalled experience in the review and assessment of all aspects of law enforcement organizations and operations, including critical and use of force incidents, bias-based police practices, citizen complaints, and other allegations of officer misconduct. As a group we have reviewed over 700 officer-involved shootings and in-custody deaths, as well as countless lower-level uses of force, for at least 30 law enforcement agencies. And our familiarity with the complaint and administrative discipline process is as extensive.

We understand all aspects of the systems, policies, and investigative practices that make for effective and responsive law enforcement. We know – and have contributed to – the evolving standards for accountability and public engagement that have animated recent police reform efforts throughout the state and country. And, through our experience in conducting administrative investigations for police agencies on several occasions (including current projects in Santa Rosa, Vallejo, and San Leandro, California), we have developed a first-hand knowledge of the mechanics of investigations under state law and best practice.

OIR Group also regularly performs broader systemic audits of critical police functions. Those have included reviews of recruiting, hiring, promotional process, training, performance evaluations, and risk management processes. Each audit and the ensuing recommendations are aimed at improving law enforcement performance. In 2020, we published a lengthy report evaluating the operations, policies, review systems, and culture of the Vallejo Police Department. And, in 2021, we published reports for the Cities of Santa Monica, Santa Rosa, Iowa City (IA), and Kalamazoo (MI) that addressed controversial responses to civil unrest during last summer's nationwide reaction to the murder of George Floyd. We have also completed an extensive review of the Santa Clara County Sheriff's Office's and Davis Police Department's policies through the lens of the "Eight Can't Wait" reform initiative that was popularized by activists in the aftermath of Mr. Floyd's death.

Importantly, we also have a long record of communicating effectively with police agencies themselves in the development and implementation of reforms. As auditors, we bring important elements of outside scrutiny, independence, and perspective to law enforcement review processes. But we recognize that our insights are not an end in themselves; instead, they will ideally and ultimately serve to enhance the agency's actual performance, in terms of the quality of its self-scrutiny and its responsiveness to public priorities and concerns.

We work to achieve this dynamic in a variety of ways. Through candid dialogue and a willingness to listen and learn, we have convinced a number of different agencies that our criticisms are fair, and our reform suggestions are sincere and constructive. This has facilitated the agency's acceptance and implementation of our ideas – thus helping to ensure that the changes will have a concrete and positive influence.

# Qualifications & Background of the Firm

## Summary of Experience

OIR Group has a wide range of public agency experience, including work in jurisdictions of similar size and make-up as the City of Modesto.

The range and scope of our work in the last two decades is reflected below. Each project described below was led by Mr. Gennaco and staffed by one or more of the team members listed in the personnel section of this RFP. Each project is directly related to the scope of work outlined in this RFP as follows:

- **Santa Clara County Sheriff's Office:** OIR Group staffs OCLEM, the Office of Correction and Law Enforcement Monitoring. This office provides independent monitoring of the County's corrections and law enforcement functions.
- **Los Angeles County Sheriff's Department:** Independent oversight to all allegations of police misconduct and uses of force, including officer-involved shootings and in-custody deaths.
- **San Diego Sheriff's Department:** Use of force and officer-involved shooting review.
- **Denver County Sheriff's Department:** Review the use of force functions and the internal affairs functions of its Sheriff's Department. Serve as monitor for training as a result of an in-custody death.
- **City of Portland, Oregon:** Reports examining and critiquing the way in which the Portland Police Bureau investigates and reviews critical incidents, including officer-involved shootings and in-custody deaths.
- **Oakland, Burbank, Torrance, Lompoc, Inglewood, Hermosa Beach, Santa Ana, Santa Maria, Oxnard, and Pasadena Police Departments:** Reviews, audits, and assessments of officer-involved shootings, critical incidents and other uses of force.
- **Anaheim, Davis, Eureka, West Sacramento, Santa Rosa, Santa Cruz, Las Cruces (NM) and Palo Alto Police Departments:** Independent Police Auditor including monitoring of officer-involved shootings, use of force, citizen complaints, and internal affairs. In the City of Anaheim, one of our roles is to

serve as a liaison to the "Police Review Board," a panel of residents who provide their own input to the Police Department regarding matters of policy, practice, and training.

- **California Department of Juvenile Justice:** Worked with special master to review how use of force against wards were investigated and reviewed.
- **California Department of Corrections and Rehabilitation:** Appointed court expert by Hon. Thelton Henderson and worked with special master to revise use of force policies for state-wide prison system.

As required by the RFP, our specific references are listed in **List of Client References**, below.

## Requirements: Scope of Work

Since 2001, OIR Group's members have had unique outsider access to a full range of internal review processes for a number of police agencies. This includes countless Internal Affairs investigations into officer misconduct, hundreds of critical incident reviews (including officer-involved shootings and in-custody deaths), and a myriad of supervisory force assessments. We have seen firsthand the way that different agencies perform such important functions with greater or lesser effectiveness. We recognize the principles of sound, thorough investigation and its importance to appropriate accountability. Our accumulated knowledge includes a deep understanding of law enforcement policy and procedure, the evolving legal standards for use of force, and the investigative framework established by the Peace Officer Bill of Rights, which governs the administrative discipline process.

Our ability to stand in the shoes of the public and introduce that point of view has helped us recommend approaches to the citizen complaint process that heighten accessibility, objectivity, and trust. And our emphasis on holistic review – which goes beyond “bottom line” questions of performance and instead looks for any and all opportunities for improvement – has shaped the approach of multiple agencies when it comes to the evaluation of force incidents and other critical encounters.

Here, we detail our specific experience and technical approach for each component of the scope of work as outlined in **Sections 2** through **7** of the RFP.

## 2. Audit & Review Administrative Investigations and Citizen Complaints

We bring extensive experience to **assessment of police internal review systems**. In fact, a significant portion of our emphasis over the years has been on helping agencies achieve more effective approaches to their *own* investigations and after-action processes. By making recommendations for the enhancement of internal reviews, our influence extends beyond individual cases and contributes to broader systemic improvement.

Further, substantive work in community complaints has always been central to our practice. Collectively, we have **reviewed well over a thousand complaint investigation files**, with focus on each of the following issues:

- Scope of review: Has the agency framed the allegations fully and appropriately, and assigned investigative resources accordingly?
- Effectiveness of investigations: What is the quality of the evidence-gathering in terms of timeliness, completeness and objectivity, and have interviews of witnesses and subjects corresponded to best practices?
- Legitimacy of outcomes: Was the evidence assessed by decision-makers with appropriate rigor, objectivity, and fairness; and have individual subjects been treated in a manner consistent with each other and agency standards?
- Approaches to remediation: Do the corrective measures, if any, correspond to the goals of the process in terms of correcting behavior and preserving agency priorities and public trust?
- Commitment to holistic improvement: Has the agency responded effectively to relevant issues beyond formal accountability, such as counseling, training, or policy revision?

OIR Group has also looked at the “public side” of the complaint process, with an eye toward promoting access, trust, and effective communication at various stages.

Moreover, we have **facilitated intake of complaints** from the public in our work as Independent Police Auditor for the cities of Anaheim, Eureka, Santa Rosa, Davis, Santa Cruz, and Palo Alto. Part of our role has also included receiving real time updates on ongoing investigations for monitoring and reporting purposes; this helps not only with transparency but also in promoting due diligence and effectiveness within the investigations themselves.

### 3. Administrative, Citizen Complaint, and Use of Force Investigation Annual Audit

Our annual reviews in cities such as Burbank, Santa Rosa, Vallejo, and Anaheim follow the audit scope proposed by the City of Modesto. Our reports featured **collective assessments of trends in complaint and investigation processes**. For example, we have written about allegations of racial bias, looking for common features and learning opportunities even when the underlying violation is not sustained. And we emphasize the importance of consistency in the remediation of misconduct when its existence has been established by the facts of the investigation.

Our approach to this portion of the scope of work is to evaluate the effectiveness of the Department's systems through **audit and evaluation to assess if the systems produce holistic, timely, and fair outcomes**. We interact with Department leadership and/or their designees to establish the selection of cases: these include officer-involved shootings, in-custody deaths, other uses of force, administrative investigations, and public complaints. The combination of random samples in some categories and the automatic inclusion for certain identified matters of significance (such as allegations involving supervisors) will help ensure that the materials being reviewed are appropriately representative.<sup>1</sup>

In our combined years of law enforcement oversight experience, we have developed valuable perspective regarding law enforcement best practices as they apply to **policy, procedure, and training**. This has two components: the substantive operational issues themselves (including policy, tactics, supervision, community relations, and principles of de-escalation) and the different internal review mechanisms by which the most effective agencies scrutinize their own performance.

Regarding **police operations**, we combine years of full-time immersion in the field with the critical distance that comes from being independent observers. We have gained important insights from studying practices in multiple jurisdictions and seeing the reforms and evolutions that have occurred over time. We have also benefitted from our longtime affiliation with the National Association for the Civilian Oversight of Law Enforcement, and the network of research and ideas that NACOLE provides. All of this background prepares us to offer useful oversight across a range of operational issues.

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<sup>1</sup> We are also Axon licensees for "Evidence.com," which we have found greatly facilitates our ability to review body-worn camera recordings and other materials with efficiency and minimum inconvenience to the police agency being reviewed.

We have also performed **evaluations in other operational areas** such as hiring and promotions, performance evaluations, transparency, and community engagement. For example, our lengthy, in-depth assessment of the Madison (WI) Police Department, completed in 2018, touched on every aspect of that organization from recruitment to discipline, policy to community outreach. It resulted in well over a hundred recommendations, most of which the Department went on to adopt. In short, our understanding of policing operations facilitates our ability to know what to ask for, how best to get it, and what to make of it in terms of conducting a meaningful evaluation in the listed areas.

Finally, our team has engaged in every component of the Internal Affairs process listed in the scope of work:

- Conducted assessments of **excessive force complaints**, both in real-time or upon completion by a law enforcement agency; we evaluate these cases both for appropriate disciplinary outcomes (when warranted) and with an eye to preventing excessive force in the future, by examining deputy training, supervisory response, the type of force used, and de-escalation attempts.

For example, after several high profile in-custody deaths and significant uses of force, the City and County of Denver asked us to review the use of force functions and the internal affairs functions of its Sheriff's Department. That review culminated in a public report in which we explored the Department's early identification system, databases, crisis intervention training, supervisory responsibility, and discipline consistency. We served as expert consultants for the California Attorney General's Office in its investigation of use of force and other issues within the Stockton Unified School District, participating in the initial review and offering specific findings and recommendations.

- Reviewed hundreds of **internal allegations of misconduct**, ranging from Department-wide misconduct, such as allegations of highly inappropriate text messages for the City of Eureka, to lower-level misconduct, such as failures to appear in court or activate body-worn cameras for the City of Las Cruces (NM).
- **Attended and participated in interviews**, both of sworn personnel and civilians, across various jurisdictions, including but not limited to the Cities of Santa Rosa and Boulder (CO).
- Taken on **an investigative role** when necessary to address conflicts with the agency regarding its handling of particular cases or allegations. Our team has direct experience conducting investigations as needed in full compliance with the Peace Officer Bill of Rights.

- Consulted with city and county officials when additional investigation was needed.
- Monitored compliance with both SB 1421 and SB 2.

#### 4. Officer-Involved Shootings & In-Custody Deaths

As Independent Police Auditors for several jurisdictions, OIR Group regularly receives notice when a critical incident occurs in the jurisdictions we serve. We have a great deal of experience in evaluating – and helping to shape – the administrative response to these matters. In fact, we collaborated with the City of Anaheim in developing its current protocol for responding to major incidents. Anaheim’s approach has multiple phases that evolve from the evaluation of immediate concerns to the eventual assessment of individual accountability and department-wide learning opportunities.

OIR Group contributes both to the framing of investigative issues and the development of responsive action items as they arise.

For example, our working relationship with the City of Portland, Oregon, commenced with the City when we were asked to review an in-custody death of a man in mental health crisis. Since that time, the City has engaged us to prepare a series of reports examining and critiquing the way in which the Portland Police Bureau investigates and reviews critical incidents, including officer-involved shootings and in-custody deaths. The reports we have prepared have explored issues of bias-based policing, dealing with individuals in mental or drug-influenced crisis, providing prompt medical treatment to persons injured by police bullets, and the negative implications for use of the term “suicide by cop.”

Similarly, in Santa Clara County, OIR Group (staffing OCLEM, the Office of Correction and Law Enforcement Monitoring) regularly interacts with both the Sheriff’s Office and the County’s Custody Health Services Department in examining issues surrounding inmate deaths. We receive notice of all in-custody deaths and are regular attendees of the root cause analysis meetings convened after any inmate death. We issued a report to the Board of Supervisors in 2021 regarding our review of the County’s processes for evaluating these events with an eye toward identifying and implementing strategies to prevent future similar incidents.

We have also been involved in the review, audits, and assessments of officer-involved shootings, critical incidents and other uses of force in numerous other law enforcement agencies, including the Santa Clara, San Diego and Orange County Sheriff’s Departments and the Gardena, Lompoc, Torrance, Inglewood, Santa Maria, Oxnard, Fullerton, Hermosa Beach, Santa Ana, Oakland, and Pasadena (CA) Police Departments.

## 5. Access to Information

As the Independent Police Monitor or Auditor for various jurisdictions, OIR Group has access to police department information systems. As a regular practice, OIR Group members:

- Participate virtually in interviews when requested, appropriate and necessary
- Receive complaints from the public directly via one of four mechanisms: mail, website, email, and telephone
- Are appraised of complaint cases as they are initiated
- Track case progress within agency systems, such as IAPro, BlueTeam, and Axon Standards
- Track case load, investigations, and on-going audits within our internal project management systems
- Review body-worn camera and In-Car Camera footage on Axon, Watchguard, or other system
- Receive notifications via text message or email regarding critical incidents, typically followed by a briefing

## 6. Community Police Review Board

We work closely with City and County civilian review boards, commissions, or other entities, including providing extensive training to incoming members and facilitating effective communication between the agency and its entity. We have done this work for the cities of Anaheim, Davis, Santa Monica, and Boulder (CO), among others.

One of the important ways in which our role has expanded in recent years is with regard to new oversight entities that are designed to add community perspective to the ways in which jurisdictions ensure accountability for local law enforcement. Our work in Anaheim, California is especially relevant in this regard. That city has established a Police Review Board comprised of residents from throughout Anaheim's various neighborhoods. It holds monthly meetings that include both public sessions and confidential briefings relating to critical incidents and other topics of interest. And it issues an annual report that includes recommendations for the Police Department regarding issues that have emerged during the year.

We appreciate the ways in which the Anaheim model bolsters oversight by combining the access and subject-matter expertise of professional monitors with the lived experience and priorities of the actual community members whom the Department serves. In the years since the current version of the Police Review Board started its work, both the Board and our internal team have benefitted from combining our

respective strengths. Accordingly, we are both confident and enthusiastic about our prospects for integrating effectively with Modesto's new CPRB.

## 7. Reports

Serving as an independent liaison between the public and the law enforcement agencies we monitor has been a component of virtually every project we have undertaken. Our goal is to use our combination of subject matter expertise and critical distance as a way of bridging gaps in communication and understanding.

Over our 17-plus years of independent auditing, OIR Group has extensive experience with community outreach and public reporting, and we consider it to be not only a prominent feature of our collective resume but also a centerpiece of our operational philosophy.

We have extensive experience in reporting and engagement. We have found that the process of preparing reports is an excellent opportunity to engage with police agencies as to both issues and opportunities for improvement. Our interest in fairness and accuracy – rather than “gotcha” moments that draw attention to ourselves without advancing police effectiveness – has contributed to the constructive dialogue we are generally able to establish and result in public reporting that is accurate and incisive.

OIR Group has also regularly presented its findings to elected bodies and their communities throughout the nation. As part of its core function, it has also fielded questions raised by its reporting and recommendations. Over our 19-plus years of independent auditing, we have issued numerous public reports to city managers and elected officials and their communities in numerous settings.

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# Professional Fees & Estimated Expenses

We will work with the City, MPD, CPRB, and other stakeholders to establish the priorities within this scope of work and tailor our hours accordingly to meet expectations.

The OIR Group team has provided remote project delivery for over 17 years, a delivery system that we perfected during the pandemic. We anticipate that the majority of our work will be undertaken remotely and virtually. Though physically based in southern California, we are accustomed to carrying out our responsibilities flexibly and efficiently in other parts of the state and country, as evidenced by our current auditor assignments in Palo Alto, Davis, Santa Cruz, Vallejo, Las Cruces (NM), and Portland (OR).

We firmly believe that, in addition to being very effective in this post-pandemic world, **remote project delivery saves clients environmental and financial costs**. This is of particular concern to us as we strive to minimize our carbon footprint. We anticipate performing some percentage of our work in the City of Modesto, particularly at the onset of the project. And we are certainly willing and able to respond in person and on short notice in the aftermath of a critical incident or other matter of special community concern.

## Billing Rate and Hours

OIR Group proposes billing rates of \$250/hour. OIR Group agrees to a “do not exceed” total expense of \$85,000 per year for the duration of this contract.

## Direct Costs

Direct Costs will be limited to the hours spent on assignments as set out in the statement of work or otherwise determined by the City, MPD, CPRB, and other stakeholders.

## Indirect Costs

Indirect Costs will be limited to any necessary travel and lodging as a result of on-site work. Travel expenses will be consistent with the City of Modesto’s regulations.

# Principal Staff

## Staffing Outline

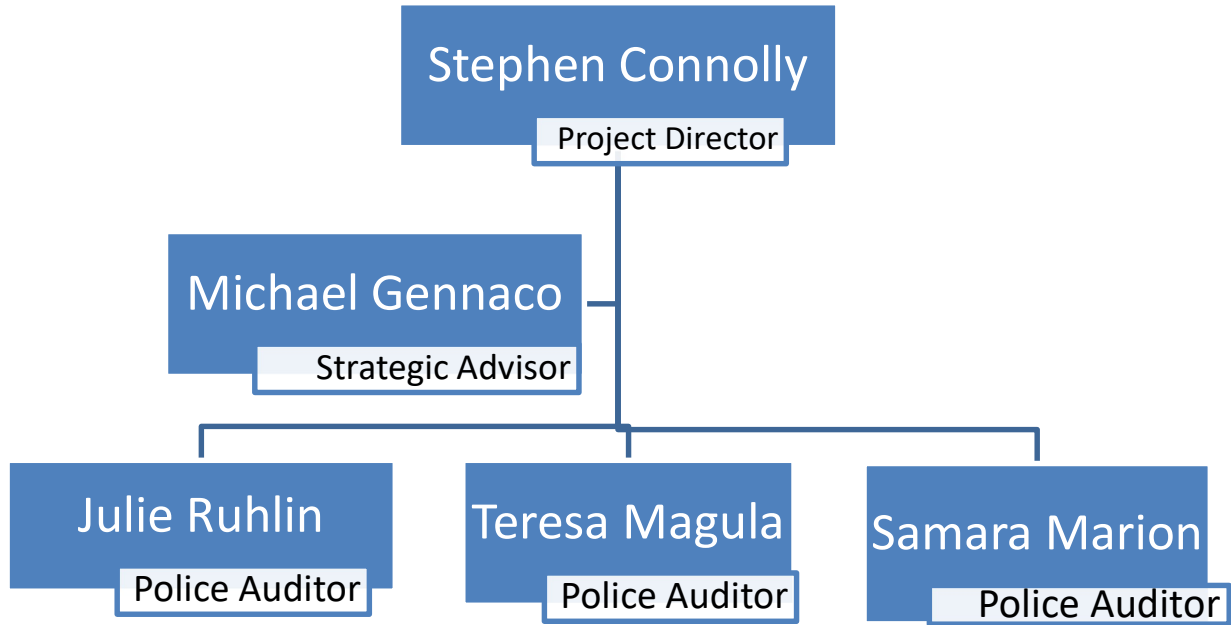
OIR Group has various principal members who each work as independent subcontractors in performing a range of police review functions, and who coordinate OIR Group operations through Mr. Gennaco. We have also cultivated a number of relationships over the years with subject matter experts of various kinds, and our model allows us to affiliate with them on an as-needed basis; our associations with these other highly qualified professionals constitute a resource that could potentially enhance a specific element of our performance in Modesto.

OIR Group brings a wealth of relevant experience to this project. We have designated five members to perform the City's scope of services. Stephen Connolly will be OIR Group's primary liaison with the City for this project, and will be assisted by Julie Ruhlin, Samara Marion, and Teresa Magula. Michael Gennaco will act as a strategic advisor for this project. OIR Group also has relationships with numerous Subject Matter Experts who may be brought in as needed on specific cases.

We present our detailed organization chart and narratives of each member's credentials. These personnel are committed for the duration of the contract term.

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# OIR Group Organizational Chart



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## Stephen Connolly

Stephen Connolly is a Principal of OIR Group, an attorney, and a longtime practitioner in the police oversight field. His experience dates back to 2001, when he served as an original member of Los Angeles County's Office of Independent Review; in that role, he monitored hundreds of internal investigations and disciplinary determinations involving the Los Angeles County Sheriff's Department. He was also the first Executive Director of the Orange County Office of Independent Review from 2008 to 2016. His two decades of work with law enforcement agencies throughout California and in several other states have taken a variety of forms, including real-time monitoring, investigation, auditing, policy review, and extensive public outreach and reporting.

For several years he has also provided training to law enforcement on a variety of subjects related to supervision, risk management, and effective internal review. Certified as an instructor by California's Commission on Peace Officer Standards and Training ("POST"), he teaches several mandatory training blocks each year to lieutenant-level police managers from throughout the state.

Mr. Connolly is currently serving as one of the Independent Police Auditors in the California cities of Palo Alto, Santa Rosa, Anaheim, and Davis. He is also part of the court-appointed monitoring team that is overseeing implementation of multiple police reforms in the Stockton Unified School District.

He graduated from Holy Cross College and Loyola Law School.

- Principal of OIR Group
- With OIR since 2001
- Licensed attorney

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## Michael Gennaco

Michael Gennaco served from 2001 to 2014 as the Chief Attorney of Los Angeles County's Office of Independent Review and is a founding member of OIR Group. He graduated from Dartmouth College and Stanford Law School. Before joining OIR, Mr. Gennaco was Chief of the Civil Rights Section at the United States Attorney's Office for the Central District of California. He also served for ten years as a trial attorney with the Civil Rights Division at the Justice Department in Washington, D.C., first with the Voting Section and then with the Criminal Section.

While at the Civil Rights Division and the United States Attorney's Office, Mr. Gennaco supervised over 20 federal grand jury investigations into police misconduct, most of them involving force and in-custody death investigations. He also conducted a number of successful civil rights prosecutions against police officers for excessive force, including officers of the Los Angeles Police Department, the Los Angeles Sheriff's Department, and federal immigration detention officers. In addition, Mr. Gennaco conducted hate crime prosecutions, including the prosecution of Buford Furrow, a white supremacist who killed a Filipino-American postal carrier and grievously shot children at the Jewish Community Center in Los Angeles, and prosecuted human traffickers, such as the eight individuals responsible for enslaving seventy Thai workers for years in El Monte, California. Mr. Gennaco received high recognition for his work including the esteemed Attorney General's award.

As an oversight practitioner, Mr. Gennaco has performed, with the assistance of OIR Group attorneys, a number of monitoring tasks, audits and reviews for a federal judge, special masters, and other governmental entities. He is a recognized expert in law enforcement reform and accountability systems and regularly teaches Constitutional policing classes sponsored by the State of California's Commission on Peace Officer Standards and Training.

Under Mr. Gennaco's leadership, OIR Group has become a valuable resource for numerous California cities grappling with officer-involved shootings and other critical incidents in an effort to bridge the gap between the police and the communities they serve and to utilize those incidents as learning tools. Upon request, Mr. Gennaco submitted testimony to the President's 21st Century Task Force on Policing.

Mr. Gennaco's knowledge of best practices and his longstanding commitments to police accountability are hallmarks of a distinguished career. In keeping with his accomplishments and reputation, he was honored in 2011 by the National Association

for the Civilian Oversight of Law Enforcement (“NACOLE”) as recipient of its highest recognition: the Flame award for outstanding contributions to the field.

- Principal and founder of OIR Group
- With OIR since 2001
- Licensed attorney
- Educational background: BA: Dartmouth College, JD: Stanford Law School

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## Julie Ruhlin

Julie Ruhlin is a Principal of OIR Group. From 2011 to 2014, Ms. Ruhlin served as Deputy Chief for the Office of Independent Review in Los Angeles County. In addition to her regular responsibilities monitoring internal affairs and critical incident investigations at the Sheriff's Department and making independent recommendations regarding disciplinary determinations, she worked closely with the Training Bureau, preparing a special report to the Board on issues surrounding the Department's Training Academy. She also focused on issues within the County's jails, including the investigation and review of inmate suicides and other deaths in custody, and worked with Department leaders to develop a mechanism for executive-level review of uses of force within the jails. Ms. Ruhlin recently worked with Mr. Gennaco to prepare a report examining the Internal Affairs functions of the Denver Sheriff's Department.

Ms. Ruhlin joined OIR in 2006 after working with Merrick Bobb at the Police Assessment Resource Center in Los Angeles, where she was responsible for investigating and drafting special reports to the County Board of Supervisors regarding policy and training deficiencies within the Sheriff's Department. Prior to working with PARC, her private law practice focused on civil rights and criminal defense. She graduated from American University and the University of Southern California School of Law.

- Principal of OIR Group
- With OIR since 2006
- Licensed attorney
- Educational background: BA: American University, JD: USC Law School
- Experience in Auditing and Oversight: 15 years
- Work history
  - Independent Police Auditor for Cities of Anaheim, Davis, and Portland (Oregon)
  - Independent reviews of over 20 law enforcement jurisdictions
  - Independent investigations for Merced County Sheriff's Department

## Samara Marion

Samara Marion is an attorney and former Director of Policy for the San Francisco Department of Police Accountability (DPA), a civilian-run agency that investigates misconduct complaints involving the San Francisco Police Department. During her two decades of work at DPA, Ms. Marion wrote and negotiated new SFPD police procedures on a variety of topics including use of force, officer-involved shootings, bias-free policing, language access, domestic violence, juvenile policing protocols and children of arrested parents.

Before joining the DPA, Samara Marion was a Santa Cruz County public defender for fifteen years where she represented indigent clients at the trial and appellate level in juvenile, adult, and capital cases. She has also taught at Santa Clara University School of Law and Stanford Law School. She received her J.D. from University of California, Davis, a J.S.M from Stanford University, and a B.A. from University of California, Santa Cruz.

- Member of OIR Group
- With OIR since 2020
- Current resident of Santa Cruz and Independent Police Auditor for City of Santa Cruz
- Possesses all necessary qualifications to perform auditing functions as set out in Statement of Work; will work under the direction of OIR Group leadership
- Attorney with over two decades of work in law enforcement oversight

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## Teresa Magula

Teresa Magula is a member of OIR Group and a former Special Investigator for the Los Angeles Police Department's Office of Inspector General responsible for investigating of misconduct allegations. She is an expert on use of force policy and the response to high-profile, large-scale events. Most relevant, Ms. Magula was the lead investigator in the OIG's review of the events of the 2001 "May Day" incident in MacArthur Park; in this capacity, she collected and evaluated event data from various sources, such as surveillance and body worn camera footage, radio communications and media stories, interviewed stakeholders, victims, and involved officers, and attended community meetings.

Ms. Magula has a broad range of experience, including as a Senior Consultant with Deloitte Consulting, LLP where she specialized in data system implementation, audits, and reviews. Ms. Magula served on the Los Angeles Mayor's Performance Management Unit, where she was the liaison between City public safety agencies and the Mayor's Office and worked with the Santa Monica Commission on the Status of Women and Girls. She received a master's degree in Public Policy from UCLA's Luskin School and has expertise in database management and statistical analysis. She also is a native Spanish speaker.


- Member of OIR Group
- With OIR since 2017
- Possesses all necessary qualifications to perform auditing functions
- Educational background: BA: UCLA; Master of Public Policy: UCLA School of Public Affairs
- Work history
  - Independent reviews of West Sacramento, Las Cruces, Santa Ana, Burbank and Davis Police Departments
  - Reviews of large-scale civil unrest for various jurisdictions
  - Monitor for Stockton Unified School District Department of Public Safety
  - Investigation of critical incidents, use of force cases, and misconduct allegations for the LAPD Office of Inspector General

# List of Client References

1. City of Santa Rosa  
Independent Police Auditor  
Started: 2021 and continuing  
City Contact:  
Marekeshia Smith  
City Manager  
[msmith@srcity.org](mailto:msmith@srcity.org)  
707-543-3020
2. City of Burbank  
Independent Police Auditor  
Started: 2010 and continuing  
City Contact:  
Justin Hess  
City Manager  
[JHess@BurbankCA.gov](mailto:JHess@BurbankCA.gov)  
707-543-3020
3. City of Davis  
Independent Police Auditor  
Started: 2018 and continuing  
City Contact:  
Kelly Stachowicz  
Assistant City Manager  
[kstachowicz@cityofdavis.org](mailto:kstachowicz@cityofdavis.org)  
530-757-5602
4. City of Anaheim  
Independent Police Auditor  
Started: 2012 and continuing  
City Contact:  
Lylyana Bogdanovich  
Senior Administrative Analyst  
City Manager's Office  
[lbogdanovich@anaheim.net](mailto:lbogdanovich@anaheim.net)  
714-765-4925

5. City of Boulder (CO)  
Interim Independent Police Monitor  
Started: 2023 and continuing  
City Contact:  
    Aimee Kane  
    Equity Officer  
    KaneA@BoulderColorado.gov  
    720-315-4933

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 <p><b>CITY OF MODESTO</b> <b>COUNCIL AGENDA REPORT</b></p>	<p><b>DATE OF MEETING:</b> May 23, 2023</p>
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Date: May 15, 2022

TO: Mayor and City Council

THROUGH: Joseph P. Lopez, City Manager

FROM: Allison Van Guilder, Deputy City Manager

SUBJECT: Independent Police Auditor Professional Services Agreement

CONTACT: Allison Van Guilder, Deputy City Manager, [avanguilder@modestogov.com](mailto:avanguilder@modestogov.com), 209-577-5228

**DESCRIPTION:**

Consider approving a Professional Services Agreement for Independent Police Auditor (IPA) Services with OIR Group, Playa del Rey, CA for a total amount not to exceed \$451,000 over five years. (Funding Source: General Fund)

**STRATEGIC PLAN ELEMENT:**

The recommended action supports the City's 2020-2025 Strategic Plan Initiatives: Goal A. Improve Community Safety- Engage staff and local organizations in public safety efforts.

**BACKGROUND:**

On May 22, 2021, a listening session was held as a formal launch of the Forward Together initiative where the following key primary themes emerged: 1) Accountability, 2) Policies and Practices, and 3) Alternate Response Models. Subsequently, on June 8, 2021, by Resolution No. 2021-216, the City Council approved the formation of the Forward Together working group in support of a community engagement process to educate and explore solutions that address broad areas of concern as expressed in the listening session.

On August 23, 2022, by Resolution No. 2022-358, the City Council accepted the Forward Together work group's report which contained several recommendations and directed staff to carry out the appropriate next steps. Staff completed a comprehensive evaluation of various accountability models involving a community oversight board and Independent Police Auditor (IPA), prepared an overview of this research to obtain Council and Community input on these topics, and utilized this input to develop a model to best meet the needs of Modesto.

**DISCUSSION:**

In review of the Forward Together workgroup's recommendations, staff identified the IPA and Community Police Review Board (CPRB) as foundational in supporting the key components of accountability. As a result of input received at the September 29, 2022, Council Workshop

focused on police accountability models, staff developed recommended bylaws for the CPRB and the scope of work (SOW) for the IPA.

On December 13, 2022, Council approved the SOW to initiate a Request for Proposal (RFP) process for Independent Police Auditor Services.<sup>1</sup> The project was posted on the City's public bidding website, PlanetBids on December 29, 2022, with proposals due on March 7, 2023. Twenty-eight vendors downloaded the specifications, and four proposers chose to respond, none of which were local vendors. An evaluation committee comprised of six members including Allison Van Guilder, Deputy City Manager; Christina Alger, Human Resources Director; Alex Mog, Assistant City Attorney; Will Kelly, Chair of Forward Together and Community Member, Aaron Anguiano, Attorney and Community Member; and Jeramy Young, Chief of Police, City of Livermore, evaluated the proposals.

The evaluation was based on demonstrated ability to perform the scope of work provided in the RFP and the highest score during an interview. After reviewing the proposals, the evaluation committee invited the two highest ranked vendors to an interview. Following the interview, based on being ranked highest in total evaluation criteria, the evaluation committee recommends the award of proposal for the Independent Police Auditor to OIR Group, Playa del Rey, California. OIR Group consistently demonstrated their ability to conduct and produce the relevant professional work as described in the scope of work and has significant experience working with other community police review boards and public agencies. In addition, the cost of the OIR Group's proposal was significantly less than the other vendor interviewed.

The IPA will offer an independent assessment of police practices, procedures, as well as responses to critical incidents, uses of force, and misconduct investigations. The IPA will also issue periodic reports that describe the appraisal of the Modesto Police Department's processes, practices, and procedures, and offer recommendations for systemic improvements. The IPA will audit and review department internal investigations and citizen complaints to ensure a thorough, unbiased, and impartial investigative fact-finding process, and provide consistent and appropriate conclusions. The IPA will review every Modesto Police Department (MPD) investigation of any officer-involved shooting regarding a person (regardless of whether a person was struck by gunfire) and all in-custody deaths, to determine if the investigation was complete, thorough, objective, and fair. The IPA will also serve as the police practices adviser to the CPRB.

Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed \$50,000 for material, equipment, or contractual services to follow the formal bid procedures. An Award of Proposal and Agreement for Independent Police Auditor services to OIR Group, Playa del Rey, CA, conforms to the Modesto Municipal Code because the City complied with the formal bid procedures and OIR Group was the highest ranked proposal based on the evaluation criteria.

**FISCAL IMPACT:**

Staff has appropriated funding as part of the Fiscal Year 2023-2024 Operating Budget for an amount not to exceed \$85,000 in the General Fund.

**RECOMMENDED COUNCIL ACTION:**

**Staff Recommendations:**

Resolution approving a Professional Services Agreement for Independent Police Auditor (IPA) Services with OIR Group, Playa del Rey, CA for a two-year period with an option for three 1-year extension options for an annual estimated amount of \$85,000 and a total amount not to exceed \$451,000 over five years; and authorizing the City Manager, or his designee to execute the Agreement.

Approved by:

\_\_\_\_\_  
Allison Van Guilder, Deputy City Manager

\_\_\_\_\_  
Joseph P. Lopez, City Manager

**Attachments:**

1. Resolution
2. IPA Agreement OIR Group and Exhibit B– May 23, 2023
3. Scope of Work for IPA Services- Exhibit A
4. Proposal for IPA- OIR Group

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<sup>i</sup> [https://agenda.modestogov.com/OnBaseAgendaOnlineCouncil/Documents/DownloadFile/AR\\_-\\_COMMUNITY\\_POLICE\\_REVIEW\\_BOARD\\_121322.DOCX?documentType=1&meetingId=1511&itemId=62548&publishId=81458&isSection=False&isAttachment=True](https://agenda.modestogov.com/OnBaseAgendaOnlineCouncil/Documents/DownloadFile/AR_-_COMMUNITY_POLICE_REVIEW_BOARD_121322.DOCX?documentType=1&meetingId=1511&itemId=62548&publishId=81458&isSection=False&isAttachment=True)

**MODESTO CITY COUNCIL  
RESOLUTION NO. 2023-240**

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR INDEPENDENT POLICE AUDITOR (IPA) SERVICES WITH OIR GROUP, PLAYA DEL REY, CA FOR A TWO-YEAR PERIOD WITH AN OPTION FOR THREE 1-YEAR EXTENSION OPTIONS FOR AN ANNUAL ESTIMATED AMOUNT OF \$85,000 AND A TOTAL AMOUNT NOT TO EXCEED \$451,000 OVER FIVE YEARS; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE THE AGREEMENT.**

WHEREAS, the City of Modesto is seeking to contract the services of an Independent Police Auditor (IPA), in conjunction with the establishment of a Community Police Review Board (CPRB); and

WHEREAS, the contracting of IPA services is a component of a hybrid police accountability model, and the culmination of the efforts of the Forward Together work group created on June 8, 2021, by Council Resolution No. 2021-216; and

WHEREAS, the Council approved the IPA Scope of Work by Council Resolution No. 2022-499; and

WHEREAS, an evaluation committee comprised of six members including Allison Van Guilder, Deputy City Manager; Christina Alger, Human Resources Director; Alex Mog, Assistant City Attorney; Will Kelly, Chair of Forward Together and Community Member; Aaron Anguiano, Attorney and Community Member; and Jeramy Young, Chief of Police, City of Livermore, evaluated the proposals; and

WHEREAS, the evaluation was based on demonstrated ability to perform the scope of work provided in the RFP and the highest score during an interview; and

WHEREAS, after reviewing the written proposals, the evaluation committee invited the two highest ranked vendors to an interview; and

WHEREAS, following the interview, based on being ranked highest in total evaluation criteria, the evaluation committee recommends the award of proposal for the Independent Police Auditor to OIR Group, Playa del Rey, California. OIR Group consistently demonstrated their ability to conduct and produce the relevant professional work as described in the scope of work and has significant experience working with other community police review boards and public agencies; and

WHEREAS, the cost of the OIR Group's proposal was significantly less than the other vendor interviewed. Modesto Municipal Section 8-3.203 requires all purchases, which meet or exceed \$50,000 for material, equipment, or contractual services to be formally bid; and

WHEREAS, an Award of Proposal and Agreement for Independent Police Auditor Services to OIR group, conforms to the Modesto Municipal Code because the City complied with the formal bid procedures and OIR Group was the highest ranked proposal based on the evaluation criteria; and

WHEREAS, the IPA will offer an independent assessment of police practices, procedures, as well as responses to critical incidents, uses of force, and misconduct investigations; and

WHEREAS, the IPA will also issue periodic reports that describe the appraisal of the Modesto Police Department's processes, practices, and procedures, and offer recommendations for systemic improvements; and

WHEREAS, the IPA will audit and review department internal investigations and citizen complaints to ensure a thorough, unbiased, and impartial investigative fact-finding process, and provide consistent and appropriate conclusions; and

WHEREAS, the IPA will review every Modesto Police Department (MPD) investigation of any officer-involved shooting regarding a person (regardless of whether a person was struck by gunfire) and all in-custody deaths, to determine if the investigation was complete, thorough, objective, and fair; and

WHEREAS, the IPA will also serve as the police practices adviser to the CPRB.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a professional services agreement for Independent Police Auditor (IPA) services with OIR Group, Playa del Rey, CA for a two-year period with an option for three 1-year extension options for an annual estimated amount of \$85,000 and a total amount not to exceed \$451,000 over five years.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the agreement, in a form approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of May, 2023, by Councilmember Wright, who moved its adoption, which motion being duly seconded by Vice-Mayor Ricci, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Alvarez, Bavaro, Escutia-Braaton Ricci, Williams, Wright, Mayor Zwahlen

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST:   
DIANE NAYARES-PEREZ, CMC,  
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY:   
JOSE M. SANCHEZ, City Attorney