

AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT WITH CLARITY INVESTIGATION AND
CONSULTING, PLLC
FOR
POLICE AUDITOR SERVICES

THIS AMENDMENT is effective as of the date of the last authorizing signature affixed hereto by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the “City”), and **CLARITY INVESTIGATION AND CONSULTING, PLLC** a Washington corporation (the “Consultant”).

RECITALS

1. On July 20, 2022, the City and the Consultant entered into a Professional Services Agreement (“Agreement”).
2. The term of the Agreement was to run until November 30th, 2023, with compensation not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).
3. The Agreement also provided that its terms could be “extended for additional periods of time upon the mutual written agreement” of the City and the Consultant, and that modification of its terms need to be in writing and signed by both parties.
4. On October 4, 2022, the City Council expanded the role of the Police Auditor to include presenting their findings and recommendations to, and supporting the work of, an independent community police review board. The expanded role requires a change in scope of work and total compensation of the Agreement.
6. Staff has reviewed the insurance requirements and determined that the requirements can and should be amended to better fit the work the consultant is providing. This amendment adjusts the insurance requirements accordingly.
5. The City and the Consultant desire to amend the Agreement to change the terms.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 4 A. of the Contract, TOTAL COMPENSATION, is hereby amended to read as follows:

Total Compensation. In consideration of the Consultant performing the Services, the City shall pay the Consultant an amount not to exceed ~~One Hundred Thousand~~

~~and No/100 Dollars (\$100,000.00)~~ **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** at the hourly rate set forth in Exhibit A.

2. Section 11E of the Agreement, MINIMUM AMOUNTS OF INSURANCE, is hereby amended to read as follows:

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of ~~\$1,000,000~~ **\$500,000**.
 2. Commercial General Liability insurance shall be written with limits no less than ~~\$2,000,000~~ **\$1,000,000** each occurrence and \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
3. Exhibit "A" of the Contract, SCOPE OF WORK, is hereby replaced with Exhibit "A-1" entitled SCOPE OF WORK, attached to this Amendment.
4. All remaining provisions of the *Clarity Investigations and Consulting, PLLC* dated July 20, 2022, and not here amended or supplemented shall remain as written and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant have executed this **Amendment No. 1** of the Agreement as of the date of the last authoring signature affixed hereto.

CITY OF OLYMPIA


By: _____

Steven J. Burney, City Manager

jburney@ci.olympia.wa.us

Date of Signature: _____

APPROVED AS TO FORM:

 _____

Deputy City Attorney

CLARITY INVESTIGATIONS AND CONSULTING, PLLC

By: Tara Parker

Tara Parker

tara@clarity-investigations.com

Date of Signature: 10/25/2022

Exhibit "A-1"
SCOPE OF WORK

The Police Auditor will be responsible for the following:

1. Review of police professional standards investigations relating to complaints about the Police Department or its employees to determine if the investigations meet Department standards and are complete, thorough, objective, and fair.
2. Review of all uses of force, complaints, and internal investigations as defined in Olympia Police Department General Orders to determine if they are consistent with Police Department policies, without indication of unlawful bias, protect civil rights, and are in alignment with best practices.
3. Provide an impartial review of the Police Department's internal investigative process and verification of the Department's compliance with established policy and procedures.
4. Provide an impartial review of the Department's responses to public demonstrations and crowd management when events result in physical injury, extensive property damage, or is determined by the City Manager to be appropriate for review by the Police Auditor to determine if the response was in alignment with the Police Department's applicable General Orders and [Guiding Principles for Demonstrations and Crowd Management](#).
5. Review and recommend revisions to Police Department policies, procedures, and training related to complaints, use of force, and the internal investigative process based on audit findings. Revisions will be in alignment with best practices regarding diversity, equity, and inclusion while ensuring public safety and protection of the First Amendment and other constitutional rights.
6. **Work with a community oversight group identified by the City Council. This may include the following:**
 - **Presenting findings and recommendations**
 - **Being available to provide information and address the questions**
 - **Preparing reports requested by the oversight group**
7. Filing a mid-year and annual written report to the City Council, with a copy to the City Manager and Police Chief. The Auditor's report shall not contain the names of employees, complainants, or witnesses; and will include:

- Summary of use of force statistics, including but not limited to:
 - Types of use of force used
 - Subject Demographics
 - Indications of bias
 - Whether the use of force led to serious injury
- A finding on each complaint and internal investigation audited indicating either:
 - That the Department's internal investigation met the Department's standards and established investigative best practices; or
 - After the response to a request for further investigation, the case failed to meet the above standards, and reasons supporting such finding.
- A summary of the complaints and internal investigations audited, including:
 - Date complaint received
 - Classification
 - General Description
 - Investigative Findings
 - Corrective Actions
 - Police Auditor Findings
- When additional complaint investigations were requested and OPD's
 - Responses
 - After Findings on each complaint case audited
- Summaries of data in graphic and narrative form
- Analysis of key trends and patterns
- Recommendations for revisions to policy, procedures, and training
- A list of the updated policies, procedures and training(s) related to the Police Auditor Scope of Work

8. The Police Auditor will present the mid-year and annual reports at a City Council meeting. Being available to address questions at Council meetings when the mid-year and annual reports are presented. Hourly rates shall be billed according to the following rates not to exceed the \$200,000 contract amount:

Tara Parker	\$300 per hour
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