

**PROFESSIONAL SERVICES AGREEMENT
FOR
Police Auditor**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and OIR Group, a California, limited liability company ("Consultant").

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, in the capacity of police auditor services; and

B. Consultant has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Consultant shall provide the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than one year from the effective date of this Agreement ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

A. Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed One Hundred Five Thousand and No/100 Dollars (\$105,000) calculated as follows:

(i) Consultant's Fee. An amount not to exceed the sum of One Hundred Thousand and No/100 Dollars (\$100,000), calculated based on the hourly labor charge rate of Two Hundred Fifty and No/100 Dollars (\$250) for Consultant's personnel. and

(ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by Consultant in performing the Services including travel and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed Five Thousand and No/100 Dollars (\$5,000).

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice.

C. Consultant Responsible for Taxes. The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Contract Managers.

The Parties agree that all formal communications about this Agreement, contract deliverables, accomplishments, regulatory oversight, invoicing and requests for amendment must be coordinated directly between the Consultant and City's Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

OIR Group

Michael J. Gennaco
Co-Project Manager
6510 Spring Street #613, Long Beach CA 90815
Michael.gennaco@oirgroup.com
323-821-0586

Stephen Connolly
Co-Project Manager
6510 Spring Street #613, Long Beach CA 90815
Stephen.connolly@oirgroup.com
562-922-9337

Sam Pailca
Subcontractor
1825 1st Ave N. Seattle, WA 98109
spailca@microsoft.com
206-498-9016

City of Olympia

Stacey Ray
Assistant City Manager
PO Box 1967 Olympia, WA 98507
sray@ci.olympia.wa.us
360-753-8046

6. Compliance with Laws.

Consultant shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

7. Assurances.

The Consultant affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Consultant is an independent contractor and that the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Consultant may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City.

9. Equal Opportunity Employer.

A. In all Consultant services, programs or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Consultant or by Consultant's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

B. In the event of Consultant's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Consultant may be declared ineligible for further agreements or contracts with the City. The Consultant, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant must complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit B If the contract amount is \$50,000 or more, the Consultant shall execute the attached Equal Benefits Declaration - Exhibit C

10. Confidentiality.

Consultant agrees not to disclose any information and/or documentation obtained by Consultant in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Consultant will be grounds for immediate termination.

11. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

C. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

E. Minimum Amounts of Insurance. 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 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$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.

F. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

I. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the

Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

K. City's Full Access to Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

12. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Consultant in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Consultant at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Consultant.

13. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Consultant, the cost of which the Consultant is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the Consultant. If the Consultant elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Consultant. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Consultant under the terms of this Agreement in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Consultant agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Consultant shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Consultant, or which results from the failure on the part of the Consultant to

maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Consultant shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Consultant shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Agreement unless otherwise mutually agreed upon by the parties.

14. Books and Records.

The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records owned, used, or retained by the City that meet the definition of a “public record” pursuant to RCW 42.56.010 are subject to disclosure under Washington’s Public Records Act. Should the Consultant fail to provide records created or used by Consultant in its work for the City within ten (10) days of the City’s request for such records, Consultant shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney’s fees, against the City involving such withheld records.

15. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

16. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions

shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Consultant nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Consultant desires to assign this Agreement or subcontract any of its work hereunder, the Consultant shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Consultant's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Consultant certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving

stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.

5. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: Steven J. Burney
Steven J. Burney, City Manager
P.O. Box 1967
Olympia WA 98507-1967
Date of Signature: 05/07/2025

APPROVED AS TO FORM:


Senior Deputy City Attorney

I certify that I am authorized to execute this Agreement on behalf of the Consultant.

OIR GROUP

By: Stephen J. Connolly
Stephen Connolly, Co-Project Manager
6510 Spring Street #613, Long Beach CA 90815
Stephen.connolly@oirgroup.com
562-922-9337
Date of Signature: 04/28/2025

Exhibit "A"
Statement of Work

The Civilian Police Auditor's duties and responsibilities are set forth in Olympia Municipal Code 2.38 and as further outlined here :

A. Alleged Misconduct Complaints

1. The Civilian Police Auditor (Police Auditor) is empowered to receive a complaint of alleged misconduct directly submitted to them and shall expeditiously refer it to the Olympia Police Department (OPD) with a recommendation as to how it should be handled for investigation. In receiving complaints, the Police Auditor must take care to thoroughly document the complaint without comment orally or in writing that could indicate pre-judgment prior to investigation.
2. The Police Auditor shall review all complaints received by the OPD Office of Professional Standards to ensure all allegations appropriate to the complaint are included for investigation and/or whether the complaint is appropriate for investigation by the Office of Professional Standards, and to determine if there are other issues of immediate concern.
3. The Police Auditor shall review all investigations, once complete, to audit how they have been resolved, to ensure appropriate allegations were included for each complaint, and to identify any issues or trends related to the investigations reviewed or complaint investigation process to address through recommendations for operational, training, or policy changes.
4. In reviewing completed complaint investigations, the Police Auditor shall determine if each investigation meets the standard of being complete, thorough, fair, and timely.
5. The Police Auditor shall make a written request to the OPD Chief of Police for further investigation if the Police Auditor concludes that further work is needed for a complaint investigation to meet the established standard.
6. On a quarterly basis, including prior to filing their mid-year and annual reports, the Police Auditor shall share with the Board an overview of misconduct complaint investigations audited, and any recommendations for operational, training, or policy changes made to OPD, so Board members can learn, ask questions, share concerns, and provide the community's perspective regarding the recommendations.

B. Use of Force

1. The Police Auditor shall audit all OPD reportable use of force incidents to determine if each use of force was consistent with applicable OPD policy and to identify any issues or trends related to use of force, which the Police Auditor may address through recommendations for operational, training, or policy changes.
2. In reviewing reportable use of force incidents, the Police Auditor shall determine if each use of force report meets the standard of being completed and reviewed by OPD in accordance with applicable OPD policy and is respectful of the civil rights of all individuals involved.

3. 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 as determined by the City Manager to be appropriate for review by the Police Auditor, to ascertain whether the response is in alignment with the Police Department's applicable General Orders.

4. On a quarterly basis, including prior to filing their mid-year and annual reports the Police Auditor, shall share with the Community Board use of force incident reports audited, OPD responses to demonstrations or crowd management audited, and any recommendations for operational, training, or policy changes made to OPD, so Board members can learn, ask questions, share concerns, and provide the community's perspective regarding the recommendations.

C. Operational, Policy, and Training Recommendations for the Olympia Police Department

1. The Police Auditor may make recommendations for operational, training, or policy changes related to routine audit of misconduct complaint investigations, reportable uses of force, OPD responses to demonstrations and crowd management, and the internal investigation process, or when the Police Auditor identifies instances when OPD does not appear to be aligned with best practices.

2. As OPD identifies General Order Manual (GOM) policies it intends to review and topics to address as officer training is planned, it shall share such information with the Police Auditor, with sufficient time to provide an opportunity for the Police Auditor to comment on or make recommendations regarding topics relevant to the auditing of complaint, use of force, response to demonstrations and crowd management, and internal investigation processes, or are topics of particular concern for the community

D. Community Engagement

1. The Police Auditor shall work with City staff to develop alternative ways to communicate about the auditing function and information concerning misconduct complaint investigations, use of force, response to demonstrations and crowd management, and investigation processes that have been audited, with a goal of fostering widespread understanding of the Police Auditor's work, Olympia's police oversight system, and ways that community members can get involved.

2. The Police Auditor, in collaboration with members of the Community Board and in coordination with OPD, shall engage with the community through in-person and virtual public meetings and outreach events to be held a minimum of two to four times per year. In addition and on an as-needed basis, the Police Auditor may meet in-person or virtually with individual members of the public to, for example, receive an alleged complaint of misconduct or answer questions about police auditing functions in Olympia.

E. Coordination and Collaboration with the Community Policing Board

1. The Police Auditor shall develop an annual work plan, to include prioritizing the specific police policies, training, and other issues of interest that the Police Auditor intends to review, which shall be reviewed by the Board for input.

2. On a quarterly basis, including prior to filing their mid-year and annual reports, the Police Auditor shall meet with the Board in person or virtually to summarize the misconduct complaint and reportable

use of force investigations audited and any recommendations, and provide an opportunity for the Community Board to ask questions and share any concerns. The Police Auditor will include a summary of any input received from the Board, along with a response, as appropriate, in their mid-year or annual report, prior to filing the report with City Council.

3. At least two times each year, during one of the quarterly meetings with the Community Board, the Police Auditor will provide an in-depth review of a misconduct complaint or reportable use of force investigation they have audited. The Community Board can identify a case in which they and/or the Olympia community has a particular interest or, if a specific case is not identified by the Community Board, the Police Auditor will select one. The purpose of the in-depth review is to provide the Community Board with more insight about the auditing process, to provide training about different kinds of law enforcement incidents, and, in some instances, to familiarize the Community Board with the issues involved with a higher profile case or one of interest for other reasons. The Police Auditor shall maintain the confidentiality of the officers, subject, witnesses, and others involved with any case reviewed with the Community Board.

F. Reporting

The Police Auditor will receive a regular report from OPD that outlines the number of use of force incidents and complaints received, along with all evidence relevant to each incident to be reviewed and OPD's analysis, determination, and report concerning each incident. Based on OPD data and audit work, the Police Auditor will file a mid-year and an annual report with the City Council with a copy to the City Manager, Community Policing Board, and Chief of Police, and be available to address questions at Council meetings when the reports are presented. At a minimum, reports shall include, but not be limited to:

1. A listing of each complaint case audited during the reporting period, indicating the following:
 - a. The complaint type, with a general description of the misconduct alleged;
 - b. The complaint classification;
 - c. The dates the complaint was received and closed by OPD, and an explanation concerning any unexpected delays;
 - d. The finding made by OPD and whether any corrective action was taken;
 - e. When additional investigation was requested by the Police Auditor, and, if so, the type of response provided (i.e., compliance with the request or receipt of a written explanation);
 - f. A finding on each misconduct case audited indicating either:
 1. That the case met the established investigative standard; or
 2. After response to a request for further investigation, the case failed to meet the investigative standard and the reasons supporting such finding.

2. A summary of use of force investigations audited, including but not limited to:
 - a. Types of force used;
 - b. Subject demographics;
 - c. Indications of potential bias and criteria used to determine an indication of potential bias.
 - d. Whether the use of force led to serious injury or death; and
 - e. A finding on each reportable use of force that was audited
3. A summary of any OPD response to a public demonstration and crowd management event reviewed by the Police Auditor and determination if the response was in alignment with the Police Department's applicable General Orders.
4. An analysis of key trends and patterns;
5. Recommendations for revisions to process, policy, procedure or training stemming from the audit process;
6. A summary of input from the Board and any response from the Police Auditor.
7. A list of the updated policies, procedures, and trainings related to recommendations made by the Police Auditor during the current reporting period.

In addition, at the request of City Council, the Police Auditor may be asked to issue a written report outside of the regular mid-year and annual report schedule, concerning a matter that OPD has completed and is in the Police Auditor's scope of responsibility to review, but where expedited reporting would be beneficial to the Olympia community.

Further, the Police Auditor will meet in person or virtually on a routine basis with the Chair of the City Council's Community Livability and Public Safety Committee to provide an opportunity to discuss the Police Auditor's on-going work with OPD, including any challenges encountered or issues of concern.

G. Confidentiality

The Police Auditor shall be bound by and shall comply with all state and federal laws, regulations and policy relating to access to and confidentiality of law enforcement records and information, respecting the privacy rights of all individuals. The Police Auditor shall not disclose or produce any records or reports which contain the name of any individual police employee, complainant, or witness that the Police Auditor is privy to as a part of their Police Auditor role, except with the express permission of the City. Any request for public records that is inadvertently received by the Police Auditor shall be referred to the City Clerk's Office for processing pursuant to City Policy.

H. Independence of the Civilian Police Auditor

At all times, the Police Auditor shall be totally independent. Findings, requests for further investigations, recommendations, and reports shall reflect the views of the Police Auditor, after careful consideration of input from the Board.

I. On-boarding and Training

Initial steps of the on-boarding process will include:

1. Document review, including, but not limited to, OPD's General Orders and other policies, relevant Olympia Municipal Code sections, relevant sections of the Revised Code of Washington (RCW), sample reports authored by the former Police Auditor, and documents outlining the process used to review and revise Olympia's oversight system (COLE) and the resulting recommendations. Olympia will identify and provide copies of, or access to, these and other documents and materials of relevance.

2. An on-site visit to Olympia to meet with the chief of Police and other members of OPD, the Assistant City Manager, the Community Engagement Program Specialist, current members of the Community Use of Force Board, and members of the Social Justice & Equity Commission who were involved with the COLE review and recommendation process. Time also will be set aside during this visit for an OPD facility tour and ride-along, and for taking the technological steps required to set up the Police Auditor's access to OPD files necessary for the auditing process.

3. An on-site visit to Olympia to meet with members of the newly formed Community Policing Board. Olympia will use this visit as an opportunity to arrange an outreach event to introduce the Police Auditor and Community Policing Board to the larger Olympia community. Prior to the on-site visit, the Police Auditor will coordinate with the Community Engagement Program Specialist and Assistant City Manager to develop a draft annual work plan to include proposed quarterly dates for meeting with the Community Policing Board, to identify dates for submission of the mid-year and annual reports, to identify whether there are any specific OPD policies or training the Police Auditor intends to review, and a plan for coordinating with OPD and others on training for Community Policing Board members. The draft work plan will be shared with the Community Policing Board prior to this on-site visit, with time arranged to meet with the Board to discuss and finalize the proposed schedule.

Exhibit "B"

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Unlawful discrimination includes transphobic discrimination or harassment, including transgender exclusion policies or practices in health benefits.

Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

Stephen J. Conolly
(Signature)

04/28/2025
(Date)

Stephen Conolly
Print Name of Person Signing

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

(Sole Proprietor Signature)


(Date)

Exhibit "C"
EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

I declare that the Consultant listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Consultant.

Consultant Name



Signature

Stephen Conolly

Name (please print)

04/28/2025

Date

Co-Owner, OIR Group

Title