

AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT WITH
OGDEN MURPHY WALLACE, 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 **OGDEN MURPHY WALLACE, PLLC**, a Washington professional limited liability company (the “Consultant”).

RECITALS

1. On November 3, 2020, the City and the Consultant entered into a Professional Services Agreement (“Agreement”).
2. The term of the Agreement was to run until November 3, 2021, with compensation not to exceed Thirty Thousand and No/100 Dollars (\$30,000.00).
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 May 19, 2021, the City and the Consultant entered into Amendment No. 1 of the Agreement to increase the term from \$30,000 to \$100,000 and extend the term from November 3, 2021, to November 30, 2022.
5. The City and the Consultant desire to amend the Agreement to increase compensation, extend the term, and modify the Services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 1 of the Agreement, SERVICES, is hereby amended to read as follows:

Consultant shall provide the services more specifically described in Exhibit “A-2”, 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. Section 4.A of the Agreement, TOTAL COMPENSATION, is hereby amended to read as follows:

In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed ~~One~~Two Hundred Thousand and No/100 Dollars (~~\$100~~200,000) at hourly rates as described in Exhibit A-2.

3. Section 2 of the Agreement, TERM, is hereby amended to read as follows:

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until completion of the Services, but in any event no later than November 30, ~~2022~~2023 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant so long as the terms are consistent with OMC 2.38.040.

4. All remaining provisions of the Professional Services Agreement dated November 3, 2020, together with Amendment 1 dated May 19, 2021, and not here amended or supplemented shall remain as written in said Agreement, and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have executed this **Amendment No. 2** of the Agreement as of the date and year written above.

OGDEN MURPHY WALLACE, PLLC

CITY OF OLYMPIA

By: Tara Parker

Tara L. Parker

tparker@omwlaw.com

Steven J. Burney, City Manager

jburney@ci.olympia.wa.us

Date of Signature: 03/23/2022

Date of Signature: _____

APPROVED AS TO FORM:


Deputy City Attorney

Exhibit A-2
2022 POLICE AUDITOR SCOPE OF WORK

A. DUTIES AND RESPONSIBILITIES:

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. 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
 - 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
7. 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	\$320 per hour
Karen Sutherland	\$385 per hour
Beth Van Moppes	\$385 per hour