

City of Palo Alto City Manager's Report **17**

TO: HONORABLE CITY COUNCIL

FROM: CITY MANAGER **DEPARTMENT:** POLICE

DATE: MAY 7, 2007 **CMR:232:07**

SUBJECT: TRANSMITTAL OF POLICE AUDITOR INTERIM REPORT

RECOMMENDATIONS

Staff recommends that Council accept the attached interim report provided by the Police Auditor.

DISCUSSION

On March 13, 2006, the City Council voted to institute a one-year trial period for a contract Police Auditor. After a Request for Proposal process, the Council selected Michael J. Gennaco and Robert Miller of the OIR Group. The Council approved the agreement with OIR on August 7, 2006. As part of the agreement (Attachment A), Council requested the Auditor to provide a semi-annual report summarizing its findings and reporting on each investigation and disposition. Attached is a copy of the Auditor's report.

Police staff has found the Auditor to be knowledgeable, accessible, objective, and very easy to work with. Staff has agreed with all of the suggestions made by the Auditor. It should be noted that complaint investigations involving Police Department SEIU employees have not been reviewed with the Auditor as Council direction was focused on investigations of misconduct involving sworn personnel. If the Council decides that investigations on SEIU employees should be reviewed by the Auditor, staff will need to meet and confer with Union representatives prior to implementing that direction.

RESOURCE IMPACT

The agreement with OIR Group is in the amount not to exceed \$19,936. To date, \$5,679 has been expended, not including the separate agreement for the work Mr. Gennaco has provided relative to the Taser Task Force.

POLICY IMPLICATIONS

This report is consistent with City policies.

ATTACHMENTS

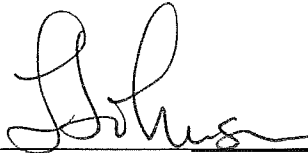
Attachment A - Copy of Agreement between City of Palo Alto and OIR Group

PREPARED BY:



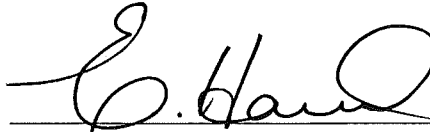
LYNNE JOHNSON
Police Chief

DEPARTMENT HEAD:



LYNNE JOHNSON
Police Chief

CITY MANAGER APPROVAL:



EMILY HARRISON
Assistant City Manager



POLICE AUDITOR'S INTERIM REPORT

Presented to the Honorable City Council
City of Palo Alto
May 7, 2007

Prepared by Michael Gennaco
and Robert Miller

OIR Group
323-890-5425
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Palo Alto Police Auditor Interim Report

I. City of Palo Alto's Decision and Mandate to OIR

In 2006, the Palo Alto City Council resolved to launch a pilot program to explore the utility of an independent auditor for the Palo Alto Police Department. The commitment to such a pilot program stemmed in part from an incident in 2003 involving a use of significant force by two Palo Alto PD Officers. The officers contacted a 59 year old man sitting in his car about whom they had received complaints. When the man would not show his hands and appeared to be reaching under the car seat, the two officers pulled him from the vehicle. In the ensuing struggle, they used O.C. spray and batons on him, causing injuries. The arrestee was never charged with a crime. The incident was reviewed by the Santa Clara County District Attorney's Office, which decided to file criminal charges of felony assault and misdemeanor battery under color of authority.

The trial ended in a mistrial resulting from a hung jury. Subsequently, the two officers pled no contest to an infraction of disturbing the peace. This resolved the case but did not end the public discussion about police practices in Palo Alto and the influence of race on policing. The man arrested by the officers was African-American; the officers were Chinese-American. Nor did the trial fully dispel community concerns about training, discipline, and the quality of internal affairs investigations within the Palo Alto Police Department. An Internal Affairs investigation had cleared the two officers of wrongdoing prior to the criminal trial. The City Council, in consultation with the City Manager, the City Attorney, and the Chief of Police, decided to address the public's concerns and the fundamental issues of police conduct by contracting for services with "a Police Department Auditor for a one-year trial period to review citizen complaints and internal affairs investigations." [Request for Proposal No. 117566]

The City Council solicited competing proposals for the auditor project and eventually selected Michael Gennaco and Robert Miller of the OIR Group in Los Angeles County to be the police auditors for the contract year. The City mandated that the auditor perform the following tasks during the course of the one-year project:

1. Review citizen complaint investigations of misconduct.
2. Review internal affairs investigations.
3. Receive citizen complaints directly if requested.
4. Make recommendations to the Chief of Police regarding the course and plan of investigations and any dispositions deriving from those investigations.
5. Meet with the City Council twice to discuss issues and provide reports.
6. Meet with the City Manager and the Chief of Police once a quarter to discuss issues.
7. Provide two written reports analyzing trends and issues in citizen complaints.

II. OIR's Methodology

A. Visits and Interviews: At the end of August 2006, the Auditor commenced a series of meetings and conversations with Police Department personnel in order to gain quickly a detailed understanding of the practices of the Department. This included orientation meetings with Department executives both sworn and civilian, as well as with representatives of the Palo Alto Peace Officers Association. We had an informative meeting with the city attorney and conducted extensive interviews of Chief Johnson and of the unit commander of Internal Affairs. During these interviews, we covered a number of topics including:

- Complaint intake methods of the Department
- Threshold for a citizen complaint investigation
- Mechanics of a citizen complaint investigation
- Anonymous complaints
- Internally generated complaints
- Use of mediation
- Informal counseling memos in lieu of discipline

- Thresholds for formal internal affairs investigations
- Mechanics of internal affairs investigations
- Responsibilities and findings of internal affairs investigators
- Discipline decision-making
- Skelly procedures in the Department
- Investigation findings
- Spectrum of disciplinary options

B. Review of PAPD Policy and Training Materials: During our early interactions with Department supervisors, we asked for and promptly received copies of Department organizational charts, the Police Department Policy Manual, and a wide variety of training materials. We have reviewed these materials so that, as specific incidents and investigations occur, we may assess whether the Department is following its own policies and procedures.

C. Procedures established with PAPD for auditor's oversight and consultation: As a result of our discussions with the Chief of Police and the lieutenant in charge of Internal Affairs, we devised working protocols with the Police Department regarding notice and forwarding of information. We emphasized that, in order for the auditing role to be effective, notice of complaints and investigations had to be communicated in a timely fashion. We are able to report that, in almost all cases, we have received timely notification from the Department of complaints and investigations of those complaints. As a result, as discussed in further detail below, we have been able to play a role in helping shape Departmental response to those complaints in a meaningful way.

D. Meetings with Chief of Police, City Manager and City Council: After the initial series of meetings, we have continued to dialogue through in-person meetings, telephonic communications, and e-mails regularly with the Chief of Police and those personnel responsible for conducting complaint investigations and reviews.

We have also met briefly with Council Member Cordell, the City Attorney and the City Manager during the first few months of our role as police auditor.¹

III. Police Auditors' General Assessment of PAPD's Internal Affairs Infrastructure

The Police Auditors have found that the Police Department is led by dedicated and receptive managers, proud of their Department but interested in improvement. Department members with whom we have spoken and worked are universally cordial and generally candid. Shortly before our assignment as Police Auditor commenced, the Department dedicated an experienced Lieutenant to take primary responsibility for overseeing matters involving Internal Affairs. Prior to that decision, the Internal Affairs investigations had been conducted by a small group of supervisors within the Department, but there had been no one primarily assigned to coordinating complaints and investigations. We found the decision made by the Department to be an appropriate and forward-thinking dedication of resources to this vital area, which imparted stability and consistency to the unit. The Internal Affairs unit commander has served as our primary operational liaison with the Department. He has notified us of citizen complaints and IA investigations and has timely complied with all our requests for information. He and the Police Chief have been consistently receptive to our suggestions about investigation direction and design.

More recently, as a result of this lieutenant needing to take an extended medical leave from the Department, the Department has had to adjust to not having the "IA" lieutenant available to coordinate complaint responses and investigations. While others have pitched in admirably to assume those duties while the lieutenant has been out, there

¹ Related to our contractual responsibilities as Police Auditor, Michael Gennaco is currently serving as Chair of the Taser Task Force, a group of selected Palo Alto citizens entrusted with examining the potential deployment of Tasers by the Palo Alto Police Department. While that assignment is still ongoing, the experience in serving as Chair of the Task Force has increased the ability for the Police Auditor to dialogue with members of the Task Force, other interested citizens of Palo Alto, and additional members of the Police Department and provided an opportunity to stay abreast of other developments in the Police Department.

have been understandable challenges as a result of necessary personnel changes with regard to the consistency of the Internal Affairs program.

As a result of these personnel deficits, both the Auditors and the Department have had to work somewhat harder to ensure prompt notice and involvement by us in reviewing complaints and investigations. It is essential for us to have timely notification when a complaint is received in order for us to proceed with real-time monitoring. We will continue to work with the Department to ensure timely notification in this regard.

IV. Complaints, Cases and Issues

1. Complaint of Racial Profiling - # C-2006-005

Synopsis: An officer issued a citation to a motorist for having no front license plate. The motorist later complained at the station desk that he felt he had been racially profiled, that is detained and cited because of he is African-American. This complaint was referred to Internal Affairs and a synopsis of it was conveyed to the Auditor. In the course of discussing the state of the evidence to date, we requested that the Department do further investigation, namely a survey of the officer's voluntary contacts with motorists to help determine if there was a clear basis for concern over racial profiling.

As this Council is aware, Palo Alto patrol cars are outfitted with video/audio cameras on their dashboards. This equipment creates a permanent video/audio record that can be retrieved and reviewed. In this case, as part of the investigation and, at our behest, the Police Department reviewed the contacts captured on tape of the police officer complained of to learn whether there was any pattern of stops based on race. That inquiry looked into other stops made by the police officer the day that the complainant was stopped and the stops the officer made on another day. In addition, the Department examined the citations prepared by the police officer to learn whether there was any racial pattern to the officer's activity. That review found no conclusive pattern of discriminatory stops based on race or ethnicity.

There are at least two important lessons to be learned from this review that we believe are worthy of comment. First, the willingness of this Council to fund and outfit

the City's police cars with video/audio equipment provides a valuable evidence collection tool that can either assist in corroborating or dispelling allegations of inappropriate treatment by PAPD personnel. A complaint that a stop was racially based has in particular been traditionally difficult to corroborate or dispel because there is usually little tangible evidence from the stop itself to learn whether any particular stop was motivated by race. However, by taking advantage of the tape recordings of other stops and analyzing whether there has been a pattern over the course of several stops of racially discriminatory treatment provides important tangible evidence that is helpful in evaluating the allegation.

Secondly, that the Palo Alto Police Department agreed to act on our recommendation and take advantage of that technology to investigate this racial profiling allegation is a positive development and indicates receptivity to a broader based approach to fact gathering. In this case, the result of the investigation is not so important as the willingness of the Department to take advantage of available evidence to evaluate more completely the behavior of its officer.

Recommendation: After conducting the additional investigation that we had recommended, we agreed with the Department's conclusion that there was no basis to conclude that the officer had violated Department policy. We further recommended that the Department use the procedures employed during this investigation as a model to develop a standard protocol for investigating allegations of racial profiling. (See further discussion below.)

Resolution/Corrective Action: The complainant was sent a letter explaining that the Department had conducted an investigation of his complaint and indicating the result. Additionally we have continued to confer with the Department over adopting a practical systemic approach to investigating allegations of racial profiling that takes advantage of the video/audio technology available to the Department. The Department has agreed that standardizing procedures, especially those involving reviews of both taped and documentary evidence of contacts and detentions, is appropriate and useful. The Department has also agreed to develop a written protocol for this type of investigation and is currently in the process of drafting it. We expect to have further input on the final form of this protocol.

2. Complaint of False Statements and Omissions in Arrest Report - #C-2006-010

Synopsis: In preparation for his vandalism trial, a defendant reviewed his arrest report and complained that the arresting officer's report omitted crucial facts about the prosecution witnesses' ability to observe the alleged crime. The complaint was referred to Internal Affairs. IA informed the complainant that it could not open an investigation that concerned the essential facts of a crime, while the crime was being prosecuted. The complainant contacted the auditor directly and we agreed to confer with the Department about the feasibility of proceeding with the complaint investigation.

Recommendation: The Auditor agreed with the Department that an active investigation of this nature while the criminal case against the complainant was progressing would be counterproductive and might interfere with the District Attorney's preparation for trial and with the pretrial discovery processes. It is problematic to conduct an investigation into allegations that go directly to the integrity of the evidence of the crime while that prosecution is ongoing. Moreover, the ongoing criminal proceedings themselves provide a vehicle with which the complainant can attack and address the concerns he has registered about the arrest report. Finally, if the criminal proceedings uncover issues surrounding the allegations raised by the complainant, that information can become the basis with which the Department can review the allegations without the attendant risk of compromising or unduly influencing the then-concluded criminal proceedings.

That being said, we felt it important that the Department open an investigative file in the matter but hold the investigation in abeyance until the resolution of the criminal case in court, and that it inform the complainant in writing of its intentions. The Department agreed with our recommendations and plan of action.

Resolution/Corrective Action: The Department informed the complainant of its plan to hold the investigation in abeyance. The auditor also contacted the complainant and explained this action and the underlying reasons for it. The investigation remains on hold pending the criminal litigation.

3. Complaint of Discourtesy - # C-2006-011

Synopsis: In the course of the complainant's dialogue with the Police Department regarding the above complaint, the complainant felt that he was treated rudely and dismissively by one of the supervisors he talked to. When he sought to file a discourtesy complaint against the supervisor, the Department expressed reluctance to proceed on this complaint at present for the same reasons that inhibited the investigation in the above case. The Department discussed the matter with the auditor and the complainant again contacted the auditor directly.

Recommendation: We concluded that there was no practical or legal bar to proceeding immediately on the investigation of this second complaint because the alleged misconduct was not dependent on nor intertwined with the underlying facts of the complainant's arrest. Since the allegation was segregable from the criminal proceedings, we recommended that the Department proceed with the investigation.

Resolution/Corrective Action: The Department agreed with our recommendation and the investigation as to the discourtesy allegation is currently under way. The Auditor has explained to the complainant that some further delay in this investigation is unavoidable because one of the necessary witnesses was out on medical leave for a few weeks.

4. Inquiry Regarding Witness Intimidation

Synopsis: The auditor was contacted by a witness in a pending criminal case who believed she might be a victim of witness intimidation by one of the parties.

Recommendation: The auditor recommended that the Department interview the complainant to determine whether there was some basis to initiate a witness intimidation investigation or if there was any information that should be forwarded to the District Attorney. We did not recommend that the Department open a formal complaint investigation unless the information elicited from the complainant revealed colorable allegations of misconduct by a department member.

Resolution/Corrective Action: A Department investigator took the complainant's information and researched the alleged libelous or intimidating material and also contacted the District Attorney. Based on this information, Internal Affairs

concluded that there was no logical basis for a criminal investigation or for a misconduct complaint investigation. The auditor concurred with this assessment and conveyed this information to the complainant.

5. Criminal Investigation of Officer - # IA-2006-004

Synopsis: A citizen complained about off duty behavior by a sworn supervisor in the Department that may have violated the invasion of privacy laws of California. The Police Department concluded that the allegations made a criminal investigation appropriate and turned the matter over to the police department where the alleged violations of law had taken place. After documenting the intake interview of the complainant, the Department monitored the progress of the criminal investigation in preparation for completion of an administrative investigation following resolution of the criminal case. The DA declined to file criminal charges. Meanwhile, the Palo Alto Police Department conferred with the Auditor about investigation strategy and prepared to interview witnesses and review the evidence. The Department was unable to complete their investigation, however, because, a few days after the DA declined to file charges, the subject supervisor resigned from the Police Department and could not be interviewed by Internal Affairs.

Resolution: In view of the resignation and the inability to interview the subject, the Department made no findings as to the administrative allegations against the subject. The auditor concurred with this course of action, so long as the Department's personnel files reflect that the officer resigned while an Internal Affairs investigation was pending against him.

6. Complaint Regarding Inadequate Response

Synopsis: A citizen contacted the auditor, saying that she was reluctant to make her complaint directly to the Police Department because she did not trust them and felt that the Department had designated her as someone whose requests and concerns could be ignored because of her past physical and mental health problems. Specifically, she complained that the Department had failed to provide adequate support for her efforts to

evict a violent lodger and have the lodger prosecuted. She also wanted to know if charges had been filed against the lodger.

Recommendation We documented the information received from the complainant and referred it to Internal Affairs. We requested and received copies of all reports related to the recent lodger incident. We also had follow up conversations with Internal Affairs regarding their investigation and subsequent contact with the complainant.

Resolution/Corrective Action: We obtained the complainant's requested information about the status of any charges against the lodger and conveyed it to the complainant. We also encouraged the complainant to speak directly with the unit commander of Internal Affairs about her misgivings regarding the department. We later learned that she did so and received an explanation that she found reasonable. We concurred with the Department's decision not to open a formal internal affairs investigation.

7. **Complaint Regarding Derogatory Comment**

Synopsis: A complainant was cited for unlicensed driving and his car was towed. He found the officer's demeanor very professional throughout the process, until he overheard the officer turn to another officer and refer to the complainant using an ethnically demeaning slang term. Internal Affairs informed the Auditor of the complaint, and then began to look into the matter immediately by retrieving the archived Mobile Audio/Visual (MAV) system videotape. The unit commander of Internal Affairs invited the complainant to come to the station and review the video evidence with him. Upon review, the complainant and the Lieutenant agreed that the tape made it clear that the officer had not said anything demeaning, but rather something that had sounded like an offensive phrase. Internal Affairs also asked the subject officer's supervisor to review the videotape to confirm the complainant's and IA's conclusions.

Recommendation: The complainant said that he wanted to withdraw the complaint based on the video recording. The Auditor suggested that it would be preferable for Internal Affairs to document their complaint investigation as well as their

conclusion that the complaint was unfounded, as well as the complainant's desire to withdraw.

Resolution/Corrective Action: Internal Affairs will document the investigation as suggested.

8. Complaint Regarding Inadequate Response

Synopsis: A community member contacted the Auditor because she felt that the Police Department was unlikely to be receptive to her complaint. She alleged that she has an extremely loud and disturbing neighbor who conducts band practice and loud parties next door. She has called the police many times over the last three years. They respond but do not resolve the situation. The complainant feels that the police are biased in favor of the neighbor, and that, on one instance, a supervisor "laughed off" her problem.

Recommendation: The Auditor took the information from the complainant, conveyed it to Internal Affairs and requested that the Department investigate the complaint and determine whether there have been previous offers of mediation facilitated by the Department.

Resolution/Corrective Action: Investigation is still pending.

9. Complaint Regarding Allegation of False Report

Synopsis: The Auditor received a complaint directly, alleging that a police officer falsely indicated that the complainant had been taken into custody pursuant to a private person's arrest. We reviewed the documentation provided by the complainant and found no apparent detriment to the complainant as a result of this alleged "false" document. Before our review could be completed, the complainant -- who had filed a civil claim against the Department based on the same allegations -- wished to withdraw his complaint.

Determination: Because the complaint on its face did not reveal any violations of policy or actions that resulted in any significant detriment to the complainant, the complainant wished to pursue his concerns through the legal process, and the complainant desired to withdraw the complaint, we did not pursue review of this

complaint after receiving notification of the complainant's desire to withdraw his complaint.

10. Complaint of Rude Conduct - # C-2006-007

Synopsis: A resident whose car had been towed from in front of his house due to expired registration, complained that the officer who cited him had refused to listen to his explanation and had behaved rudely. Internal Affairs investigated the complaint and interviewed all relevant witnesses. Evidence of rudeness or mistreatment was inconclusive and showed that there may have been miscommunication based on a language barrier that exacerbated the complainant's poor impression of the officer. The officer had been unable to activate the audio component of the MAV system for all stops that day.

Recommendation: The auditor was informed of this complaint after the investigation had been completed, but agreed with the Department's conclusion based on the evidence. We suggested communications training for the officer and retraining in the use of the MAV system. We agreed that the Department had already addressed both of these issues.

Resolution/Corrective Action: The Department found the complaint unsustainable. Nevertheless, it designed a performance improvement plan for the officer that included wearing a supplemental mobile digital voice recorder in future and retraining on the operation of the MAV equipment. The officer will also receive a memo from the Chief reminding him of the need to exercise good communications and diplomacy and to contact a supervisor when the opportunity to mediate a complaint at the scene arises.

This is the only complaint reviewed so far during the audit period in which the Auditor would have liked to see more timely give and take between the Department and the Auditor. We chalk this up to the shuffling of personnel as a result of the medical leave from the Internal Affairs liaison. More importantly, the Department was receptive to our concerns about the lapse of timely notification that occurred in this case and has resolved to ensure that future lapses between itself and the Auditor do not occur.

Complaint and Internal Affairs Investigations Reviewed by the Auditor
September 2006 through March 2007

Case No.	Investigation Type	Allegation	Results of Investigation	Resolution
C-06-005	Citizen Complaint	Racial Profiling	Not sustained	Formalize investigative protocol
C-06-010	Citizen Complaint	False/incomplete report	Investigation in abeyance until disposition of criminal case	Pending
C-06-011	Citizen Complaint	Discourtesy	Ongoing	Pending
No #	Informal Citizen Complaint	Witness intimidation	No relevant employee misconduct alleged	No formal investigation opened
IA-06-004	Internal Affairs	Invasion of privacy	Inactivated investigation	Subject resigned
No #	Informal Citizen Complaint	Inadequate service	Investigation inactivated when citizen satisfied with information	No formal investigation
Number pending	Citizen Complaint	Derogatory remark	Unfounded	Withdrawal of complaint – documentation of investigation
Number pending	Citizen Complaint	Inadequate service	Ongoing	Pending
No # {Anonymous}	Citizen Complaint	False report	Withdrawal of complaint in lieu of civil claim	Complaint does not point to policy violation
C-06-007	Citizen Complaint	Discourtesy	Not sustained	Performance improvement plan for officer.

V. Policy/Practices Revision

A. Public Complaint Form and P.C. 148.6:

Penal Code Section 148.6 made it a misdemeanor to knowingly file a false complaint against a peace officer. The state statute required police departments to provide a warning to complainants regarding the possibility of prosecution for making a false complaint. In compliance with enactment of the law, the Palo Alto Police Department placed the requisite warning on their citizen complaint forms. Many civil rights advocates have been concerned that the warning may serve to chill complainants from exercising their right to make a complaint against peace officers.

In 2005, in United States v. Chaker, 428 F.3d 1215 (9th Cir. 2005) cert. denied, 126 S.Ct. 2023 (2006), the federal court of appeals found the statute to be unconstitutional. However, Palo Alto PD had continued after that ruling to use complaint forms with the Section 148.6 warning intact. Upon learning of this, we suggested to the Department that, in order to comply with the Supreme Court's ruling it should take action to remove the PC 148.6 admonition from its citizen complaint form. The Department agreed to confer with the City Attorney and subsequently made arrangements to redraft their citizen complaint form without the 148.6 warning.

B. Design of Protocol to Investigate Bias-Based Policing Allegations: As noted above, a recent allegation of bias-based policing was investigated in a manner that took advantage of the video/audio capabilities of Departmental patrol cars to learn whether the taped record of stops demonstrated any pattern of bias. We also noted above that the Department has committed to developing a protocol so that future allegations of racial profiling will be investigated systemically in the same way. We applaud the Department's forward thinking efforts to develop a protocol that takes advantage of its technology and that can be used to help prove or dispel any patterns of bias-based policing by its patrol officers.

VI. Auditing Function Limited to Peace Officers

The Department has interpreted our role as Police Auditor to be the review of complaints and monitoring of investigations against sworn members. Accordingly, two complaints that were lodged against civilian members of the Department were not forwarded to us for review. While circumscribing our auditing role as "Police Auditor" to sworn peace officers is a fair reading of our responsibilities, we would be prepared to assume monitoring of complaints against non-sworn members of the Department should the Council, the City Manager, the Chief, and/or the City Attorney feel it appropriate. We await further direction on how to proceed with regard to this issue.

VII. Interim Assessment of PAPD's Response to Citizen Complaints

The distinctive feature evidenced by the citizen complaints and internal affairs investigations reviewed by the auditor is their low number. The complaint investigation total and the Internal Affairs investigation total since the commencement of the trial period are down from the previous five year averages of 19 and 7.5, respectively, even if the current numbers to date are extrapolated out to a full year level. This downward trend may show that past and ongoing efforts by the Police Department to be more responsive to public complaints are having a beneficial effect or giving more satisfaction to the general public regarding the performance of Department members. Conversely, it could simply constitute a normal statistical variation. In any case, we are consequently reluctant at this point to opine about trends or patterns that emerge from the small pool of examples.

The internal affairs function within the Department took a significant step forward a year and a half ago with the designation of a dedicated IA team. Previously, investigations were assigned to any available sergeant or lieutenant within the

Department. We expect that the creation of an IA team will help ensure the necessary level of experience and professionalism to pursue this important function.

As noted above, the Department's Internal Affairs infrastructure has faced some obstacles to continuity and momentum this year due to illness and injury of key personnel. While IA has remained responsive to the Auditor's inquiries and suggestions, the temporary departure of the Department's Auditor liaison caused us to receive notice of at least one complaint too late in the process. We have brought this to the attention of the Department and we expect that they will adjust their protocols accordingly. In our view, and consistent with our review model, it is imperative for us to have timely notice for us to be able to achieve any meaningful impact on the Department's review and investigation of complaints. We will continue to keep the Chief and Council abreast of the Department's compliance record regarding its agreed commitment to contemporaneous notification of receipt of complaints so that we may fulfill our contractual responsibilities as Police Auditors.

CONCLUSION

As stated above, we have been impressed with the Palo Alto Police Department's willingness, under the leadership of Chief Johnson, to work toward achieving a symbiotic relationship between the Auditor and the Department. We have found the Department receptive to our involvement as outside reviewers of the way it has handled complaints and investigations. We believe this receptivity to oversight and transparency is probative evidence of the forward thinking in policing evinced by the Chief and the fellow members of her Department.

COPY

CITY OF PALO ALTO CONTRACT NO. _____

**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
OFFICE OF INDEPENDENT REVIEW ("OIR GROUP")
FOR PROFESSIONAL SERVICES
(Police Auditor)**

This AGREEMENT is entered into Aug 30, 2006, by and between the CITY OF PALO ALTO, a chartered city and a municipal corporation of the State of California ("CITY"), Michael J. Gennaco and Robert Miller doing business as Office of Independent Review, located at 4900 South Eastern Avenue, Suite 204, Commerce, California 90040 (collectively referred to as "CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY desires to engage a consultant to perform auditing services for the City's Police Department.

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

D. CONSULTANT has agreed to perform the Services on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, this Agreement, the parties agree:

AGREEMENT

Section 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM. The term of this Agreement shall be for one (1) year from the date of its full execution unless terminated earlier pursuant to Section 20 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT within the term of

shall be commenced and completed by CONSULTANT within the term of this agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. Any agreement by City to extend the term or the schedule for performance must be given in writing prior to the expiration of this Agreement and shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed nineteen thousand nine hundred thirty-six dollars (\$19,936.00). The applicable rates and schedule of payment are set out in Exhibit "B", entitled "COMPENSATION," which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit "A".

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "B"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

CONSULTANT shall report immediately to the CITY's project manager, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

All documentation prepared by CONSULTANT shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT.

SECTION 9. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY. The manner and means of conducting the Services are the responsibility of and under the control of CONSULTANT, except to the extent they are limited by applicable law and the express terms of this Agreement.

CONSULTANT will be responsible for employing or engaging all persons necessary to perform the Services. All contractors and employees of CONSULTANT are deemed to be under CONSULTANT'S exclusive direction and control. CONSULTANT shall be responsible for their performance.

SECTION 10. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT'S obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 11. SUBCONTRACTING. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

SECTION 12. PROJECT MANAGEMENT. CONSULTANT will assign Michael J. Gennaco as the project director to have supervisory responsibility for the performance, progress, and execution of the Services. If circumstances or conditions subsequent to the execution of this Agreement cause the substitution of the project director or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The city manager will represent CITY for all purposes under this Agreement. The City's Police Chief, Lynne Johnson, is designated as the project manager for the CITY. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

SECTION 13. DUTIES of CITY. To assist CONSULTANT in the performance of the Services, CITY will furnish or cause to be furnished the specified services and/or documents described in Exhibit "A" and such other available information as may be reasonably requested by CONSULTANT.

SECTION 14. OWNERSHIP OF MATERIALS. All drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the city manager or designee.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and

expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") to the extent that such Claims result from, arise out of or are in any manner related to any negligent act or omission or the willful misconduct, whether active or passive, of CONSULTANT, its officers, employees, agents or contractors in the performance of this Agreement.

The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with Best's Key Rating Guide ratings of A-VII or higher which are admitted to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification, CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Purchasing Manager during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's

liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. WORKERS' COMPENSATION. CONSULTANT, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.

SECTION 20. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

20.1. The city manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days' prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

20.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving ten (10) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

20.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

20.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion.

20.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of

CITY of any of its rights under this Agreement.

SECTION 21. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
P.O. Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager.

To CONSULTANT: Attention of the Project Director
at the address of CONSULTANT recited above

SECTION 22. CONFLICT OF INTEREST

22.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

22.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

22.3. If the Project Manager determines that CONSULTANT is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 23. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT agrees that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Chapter 2.28 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Chapter 2.28 pertaining to nondiscrimination in employment, including completing the form furnished by CITY and set forth in Exhibit "E".

SECTION 24. MISCELLANEOUS PROVISIONS.

24.1. This Agreement will be governed by the laws of the State of California.

24.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California or in the United States District Court for the Northern District of California in the County of Santa Clara, State of California.

24.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action.

24.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

24.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and CONSULTANTS, as the case may be, of the parties.

24.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

24.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

24.8. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section 24.8 shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

APPROVED AS TO FORM:

Melinda Tonguet
Deputy City Attorney

CITY OF PALO ALTO

E. Haul
Assistant City Manager

APPROVED:

[Signature]
Director of Administrative Services

OIR GROUP

By: Michael Gennaco

Name: MICHAEL GENNACO

Title: CHIEF ATTORNEY
(If corporation: President or Vice-President)

By: Robert Miller

Name: ROBERT MILLER

Title: Deputy Chief Attorney
(If corporation: Secretary or Treasurer)

Taxpayer Identification No.

SS# 526-08-1503

(Compliance with Corp. Code § 313 is required if the entity on whose behalf this contract is signed is a corporation. In the alternative, a certified corporate resolution attesting to the signatory authority of the individuals signing in their respective capacities is acceptable)

Attachments:

- EXHIBIT "A": SCOPE OF WORK
- EXHIBIT "B": COMPENSATION
- EXHIBIT "C": INSURANCE
- EXHIBIT "D": NONDISCRIMINATION COMPLIANCE FORM

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall perform the following services:

Organizational Culture, Practices and Policies

First, Consultant will review Palo Alto Police Department written policies and training materials pertinent to internal affairs and to intake and investigation of citizen complaints.

Second, Consultant will meet with the Police Chief, the Personnel & Training Coordinator, and other knowledgeable personnel within the Police Department to rapidly develop a thorough understanding of its existing practices concerning citizen complaints and misconduct investigations.

Citizen Complaints

Intake - The Consultant will arrange to receive an e-mail synopsis of each citizen complaint within three (3) working days of the date the complaint is originally made. Consultant will then converse with the intake officer by telephone to clarify the nature of the complaint.

Initial investigation - As soon as an investigator is assigned to the citizen complaint, Consultant will confer with the Personnel & Training Coordinator by telephone and discuss the investigative plan.

Follow up - Consultant will confer with the Personnel & Training Coordinator within two weeks of the original complaint to evaluate results and determine whether further investigation is necessary.

Disposition - When the investigation is complete, Consultant will confer with the Police Chief to recommend a disposition or to resolve any issues about process not previously resolved.

Status and tracking -- Consultant will track case status and disposition on an updated chart and will include current charts in all reports.

Meet to discuss trends -- Consultant will meet quarterly with the City Manager and Police Chief to present current tracking charts and discuss citizen complaint trends, procedural problems identified and any potential policy issues.

Semi-Annual Reports -- Cumulative tracking charts and

findings as to identified trends will be included in semi-annual reports.

Internal Affairs Investigations

Decision to initiate investigation- Consultant will confer with the police department executive who requests the investigation to consider criminal and administrative implications, potential policy violations, and investigative priorities.

Investigation plan - Consultant will discuss the investigation plan with the Personnel & Training Coordinator and arrange for a mutually convenient way to update Consultant on the progress of the investigation.

Follow up; Additional investigation - Consultant will confer with the Personnel & Training Coordinator periodically to evaluate results and determine whether further investigation is necessary. When appropriate, Consultant will request further investigation from the investigator and/or the investigator's chain of command.

Disposition - When the investigation is complete, Consultant will review the file and then confer with the Police Chief to recommend a change of disposition, if needed, or to resolve any issues about process not previously resolved.

Status and tracking - Consultant will track case status and disposition on an updated chart and will include current charts in all reports.

Meet to discuss trends - Consultants will meet quarterly with the City Manager and Police Chief to present current tracking charts and discuss citizen complaint trends, procedural problems identified and any potential policy issues.

Reports

Consultant will produce two reports during the year summarizing its findings and reporting in detail on each investigation and disposition. It will meet with the City Council to present each report and discuss any issues or questions raised. Prior to finalizing each report it is Consultant's practice to discuss significant identified problems and recommendations that the report will contain with the Police Department and the City Manager. Consultant will solicit the Police Department's response and attempt to reach a consensus as to solutions. Consultant will document the Department's efforts in its reports.

**EXHIBIT "B"
COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on Consultant's hourly billing rates up to the not to exceed budget amount for each task set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Basic Services") and reimbursable expenses, including travel, shall not exceed \$19,936.00. Travel expenses shall be a portion of the total compensation and shall not exceed \$1,260.00. CONSULTANT agrees to complete all Services, including reimbursable and travel expenses, within these amounts. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed \$19,936.00, and travel expenses as a portion of that total compensation do not exceed \$1,260.

BUDGET SCHEDULE

NOT TO EXCEED AMOUNT

<u>Task 1</u>	Total \$ <u>1,710.00</u>
	Travel as a portion of total \$ <u>360.00</u>

(Review Department written policies and training materials and meet with Police Chief, unit commander of internal affairs and other knowledgeable personnel re: Department policies, practices, and culture.)

<u>Task 2</u>	Total \$ <u>5,390.00</u>
	Travel as a portion of total \$ <u>none</u>

(Review intake, investigation, and disposition of an estimated 16 to 22 citizen complaints)

<u>Task 3</u>	Total \$ <u>5,582.00</u>
	Travel as a portion of total \$ <u>none</u>

(Internal Affairs investigation planning, monitoring, evaluation and recommendations for an estimated 6 to 9 investigations.)

<u>Task 4</u>	Total \$ <u>4,174.50</u>
	Travel as a portion of total \$ <u>900.00</u>

(Meet with City Manager & Police Chief quarterly and with City Council semi-annually.)

Task 5 Total \$ 3,080.00
Travel as a portion of total \$ none
(Two semi-annual reports.)

Sub-total Task Services \$ 18,676.00

Sub-total Travel Expenses \$ 1,260
(as a portion of Basic Services)

Total Basic Services and Travel expenses \$ 19,936.00

Maximum Total Compensation \$ 19,936.00

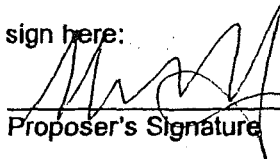
Attachment B

Certification of Nondiscrimination

As suppliers of goods or services to the City of Palo Alto, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; that they are in compliance with all federal, State and local directives and executive orders regarding nondiscrimination in employment.

1. If Proposer is **INDIVIDUAL**, sign here:

Date: June 12, 2006



Proposer's Signature

Michael J. Gennaco, Chief Attorney
Proposer's typed name and title

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____

Member of the Partnership or Joint Venture signature

Date: _____

Member of the Partnership or Joint Venture signature

3. If Proposer is a **CORPORATION**, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

_____ and _____
Title Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____