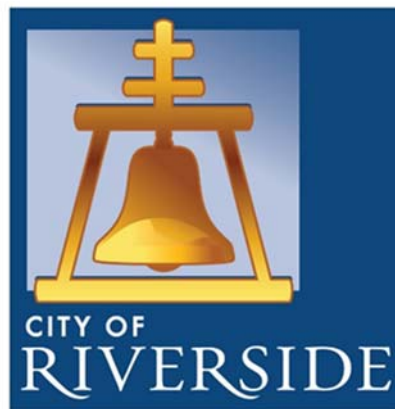


**REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES**

Community Police Review Commission Consultant Services

RFP No. 2017



City of Arts & Innovation

ISSUED BY

City of Riverside
City Manager's Office- Administration
3900 Main Street
Riverside, California 92522

PROPOSAL DUE

March 12, 2020

Request for Proposals

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1. Introduction/Purpose

The City of Riverside (“City”) is seeking a qualified entity or individual (“Consultant”) to provide unique consultant services to advise and assist with Community Police Review Commission (“CPRC”) operations. Services include, but are not limited to, conducting investigations of Officer Involved Death incidents involving sworn members of the Riverside Police Department (“RPD”), allegations of misconduct against sworn members of RPD, and other investigations as directed. Tactical analysis, comprehensive reports, and oral presentations to the CPRC are required. The City anticipates selecting one firm to perform the services.

The City received 49 citizen complaints of officer misconduct in 2018 with 37 complaints were received in 2019. The City had 3 Officer Involved Death cases started in 2018 and 1 in 2019.

Proposals are requested from Consultants with a demonstrated ability to perform the tasks identified in this Request for Proposal (“RFP”).

2. Tentative Schedule of Events

It is the goal of the City to select and retain a Consultant by May 19, 2020. In preparation for that action, the following **tentative** schedule of events has been prepared:

Event	Date	Time
Request for Proposals Released	02/20/2020	N/A
Mandatory Pre-Proposal Meeting	N/A	N/A
Final Questions Due	02/27/2020	Before 5:00 p.m.
Responses to Questions Released	03/05/2020	N/A
Proposals Due	03/12/2020	Before 5:00 p.m.
Interviews, If Needed	03/19/2020 – 4/3/2020	To be determined
Notification of Tentative Selection	04/06/2020	N/A
Tentative Date for City Council Meeting to Consider Award of Contract	06/02/2020	2:00 p.m.

The City reserves the right to amend, withdraw, or cancel this RFP. The City reserves the right to request or obtain additional information about any and all submittals before making an award. The City also reserves the right to seek clarification from any potential Consultant about any statement in its proposal that the City finds ambiguous.

3. Background

The Community Police Review Commission is a Riverside City Charter-authorized commission under the direction of the City Manager’s Office. The CPRC receives and independently reviews complaints alleging misconduct against sworn police officers of the RPD, conducts independent investigations of citizen complaints, makes policy recommendations to RPD, conducts public outreach, and reviews and investigates the death of any individual arising out of or in connection with the actions of a sworn RPD police officer. The City Manager’s Office requires unique consultant services to advise and assist with CPRC operations.

The CPRC has subpoena powers in any of the investigations that they have a responsibility and authority to investigate. Citizen complaint case reviews are held during closed session due to the confidentiality of Peace Officer Files and Records pursuant to CPC 832.7 as defined in CPC 832.8. Officer Involved Death Case review of the Criminal Casebook is held in open session that concludes with a Public Report that outlines their review process, findings and rationale.

4. Prerequisites

Proposals will only be considered from Consultants that meet the following prerequisites:

- Must have (or will obtain prior to commencing the contracted services) a business tax certificate upon proper application and be able to provide the services as described in the Scope of Services (“Services”) (Exhibit “A”), and must have not filed for bankruptcy under any business name over the past five (5) years.
- Appear on Prospective Bidders List for this particular procurement. Consultants can register at:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=39475>
- Companies that fail to appear on the Prospective Bidders List for this RFP will be unable to participate and any proposal submitted by any such Consultant
- will not be considered.
- If applicable, Consultant and/or its key personnel, shall hold an appropriate license for the Consultant’s discipline and the Services on the date the Proposal is submitted.
- If applicable, Consultant shall have registered with the Department of Industrial Relations and any other required organizations.

5. Scope of Services

The City is seeking a qualified entity or individual (“Consultant”) to provide unique consultant services to advise and assist with CPRC operations. The selected Consultant shall provide the services required in Exhibit A, Scope of Services, attached hereto and incorporated herein.

6. General Terms and Conditions

The successful consultant will be required to execute a Professional Consultant Services Agreement (“Agreement”). A sample is attached as Exhibit “B”. The successful consultant must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Consultants must possess valid City of Riverside Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the

successful Consultant s refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Consultant.

7. Inquiries

If prior to the date fixed for submission of Proposals, a prospective Consultant discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, the Consultant shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Consultant fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Consultant, or an error that reasonably should have been known to the Consultant, the Consultant shall submit its Proposal at its own risk, and if the Consultant is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP must be submitted through Planet Bids under the “Q & A” tab prior to the Online Q&A Deadline. Requests submitted after the Q&A Deadline has passed will not be accepted or considered.

The Final day for receipt of questions from the Proposer is shown on the Schedule of Events in Section 2. To ensure fairness and avoid misunderstandings, **all communications must be submitted in the manner set forth above.** Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City’s website. **Any communications, whether written or verbal, with any City Council member or City staff, prior to award of a contract by City Council or in any manner other than as directed by Purchasing Staff, is strictly prohibited and the Proposer shall be disqualified from consideration.**

8. Completion of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City’s Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Consultant shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Consultant, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Consultant and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Consultant responding to this RFP. The Consultant responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Consultant.

9. Delivery/Submission of Proposals

All prospective Consultant s submitting a proposal must appear as a Prospective Bidder. Consultant s can register at <https://www.planetbids.com/portal/portal.cfm?CompanyID=39475>. Once registered, Consultant s must download the RFP under their own name to appear on the Prospective Bidders tab. Consultant s that fail to appear as a Prospective Bidder for this RFP will not be able to submit a valid proposal. If a Consultant is unable to register or download the RFP from the bidding website, a representative may contact Planet Bids at (818) 992-1771.

All required proposal documents and supplementary information shall be uploaded using the City’s bidding website prior to event date and time or a proposal will be considered non-responsive.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

10. Alternative Proposals

Only one proposal is to be submitted by each Consultant for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Consultant. A Consultant may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

11. Proposal Format and Content

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Consultant's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

- Cover Letter
- Statement of Understanding and Approach
- Consultant Information/Personnel of Consultant
- Work Schedule
- Qualifications and Experience
- References
- Evidence of Insurance
- Litigation
- Cost of Services

a. Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Consultant's qualifications and Consultant's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process.

b. Statement of Understanding and Approach

This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.

c. Consultant Information/Personnel of Consultant

This section shall include contact person information, address and telephone number of the consultant's main office and branch offices. Each Consultant shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Consultant believes may be pertinent to the selection process may be provided.

If applicable, this section shall also contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Consultant's professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major

subcontractors (if any) and their degree of involvement in this program. If the Consultant is including any subcontractors, the Consultant shall identify how long the Consultant has worked with the subcontractor.

d. Work Schedule

The work schedule is on demand. The CPRC typically meets on the fourth Wednesday of the month at 5:00pm in the Art Pick Council Chamber. Meeting duration varies, depending upon the number of items on each agenda. In addition to the regular meetings, consultant must be available to complete tasks outlined in the Scope of Services "Exhibit A". The proposing consultant shall include information regarding schedule availability and the service response time commitments.

e. Qualifications and Experience

The proposing consultant shall provide a brief resume reflecting background and qualifications for key personnel, which illustrates ability and years of experience related to investigative and analytical services as needed for the CPRC, to include, but not limited to the following minimum qualifications:

1. Experience in conduct investigations of:
 - a. Officer Involved Death incidents involving sworn members of a police department;
 - b. Allegations of misconduct against sworn members of a police department; and
 - c. Conducting other investigations of sworn members of a police department.
2. Skills derived from leading investigations of:
 - a. 200 cases as an internal affairs investigator, with at least 100 of them as the lead investigator;
 - b. 10 Officer involved death cases (an individual that dies as a result of contact with police) as the lead investigator; and
 - c. 5 years of experience handling felony "crimes against persons" and "property crimes in a law enforcement agency."
3. Ability to provide as-needed tactical analysis of an investigation involving sworn members of a police department.
4. Ability to prepare and produce comprehensive reports and executive summaries at the conclusion of an investigation.
5. Ability to interpret Police Policies and Procedures and what may constitute misconduct.
6. Ability to make presentations at community and/or City Council meetings.

Highly desired Specialized Certifications:

- a. Certified Internal Affairs Investigation Course during employment as an

investigator.

- b. Certified Homicide Investigations Course during employment as an investigator.
- c. Advanced officer training courses in the field of law enforcement investigations.
- d. Experience as a professional consultant as an expert, particularly dealing with internal affairs investigations and officer involved shootings.
- e. Experience and knowledge of the Peace Officer Procedural Bill of Rights and California Penal Codes concerning Citizen Complaint Policy and Procedures (832.5 CPC) and Confidentiality of Peace Officer Records pursuant to 832.7 CPC.
- f. Must be able to pass a Riverside Police Department Background investigation.

To include confirmation that the Consultant possesses the expertise to:

- a. Conduct investigations of Officer Involved Death incidents involving sworn members of a police department.
- b. Conduct investigations into allegations of misconduct against sworn members of a police department.
- c. Conduct other investigations of sworn members of a police department.
- d. Provide a tactical analysis of an investigation involving sworn members of a police department on an as needed basis
- e. Produce a comprehensive report and executive summary at the conclusion of each investigation.
- f. Deliver verbal presentations to the CPRC.
- g. Provide expertise to assist the CPRC and the City Manager's Office in the review of citizen's complaints against sworn RPD Officers and for officer involved deaths.

Qualifications and Experience shall be limited to three (3) pages.

f. References

The Consultant shall provide at least three (3) client references for whom similar services have been completed, within the past five (5) years, and which are comparable to services specified in this Request for Proposals. Include training certificates from courses completed for Homicide Investigations and other certified advanced officer investigations training. Include Court references or documentation to validate the court recognition of key staff as an expert in the field

of homicide investigations. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed, as well as the dates of services.

g. Evidence of Insurance

In addition, the Consultant shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Exhibit B).

h. Litigation

The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Consultant has been involved in the past five years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Consultant or any of Consultant's key personnel within the past five years.

i. Cost of Services

This section should define the cost for providing the Scope of Work requested herein. The cost for services shall be outlined by each task identified in the proposal. The budget shall also include line items for all other costs (i.e. supplies, travel, etc.).

The City shall not be liable for any pre-contractual expenses incurred by any Consultant in relation to the preparation or submittal of a proposal. Pre-contractual expenses include, but are not limited to, expenses by consultant in preparing a proposal or related information in response to the Request for Proposals; negotiations with City on any matter related to this Request for Proposals; and costs associated with any interviews, meetings, travel or presentations. Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any submittals made in response to this Request for Proposals.

Hourly Cost shall be provided on Exhibit A as provided with this RFP. In addition to Exhibit A, Proposers shall provide no less than four (4) separate sample cases with the total cost of services and time allocation for each case. Confidential information may be omitted. The City will evaluate total cost, based upon the proposer's time allocation and hourly rate for the sample cases.

12. Examination of RFP and Sites of Work

The Consultant shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Consultant has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Consultant hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the

specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Consultant agrees to assume all risks incident thereto.

13. Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged by signing each addendum, which will be made part of the proposal. Addenda notifications will be provided to those Companies appearing on the Prospective Bidders listing.

14. Withdrawal of Proposal

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

15. Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Consultant must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Consultant may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

16. Evaluation of Proposals

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals, that in City's opinion is necessary to assure that the Consultant's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Consultant has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive. If needed, interviews will be scheduled beginning March 16 through April 2, 2020

Consultants will be evaluated on the basis of the following criteria:

- a. Qualifications 33 points
- b. Proposal Content 33 points
- c. Cost 34 points

The City shall score each price proposal using the Total Annual Amount submitted electronically on the bidding website. For the purposes of evaluation, the Total Annual Amount of a proposal will be considered a Total Not-To-Exceed Maximum Fee for the Scope of Work.

The proposal with the lowest Total Annual Amount will receive the maximum number of available points. The points for every other proposal will be calculated in accordance with their relationship to the lowest price -- the lowest price is divided by the price of the proposer whose price is being evaluated, and then the quotient resulting from the foregoing calculation is multiplied by the number of points assigned to the price factor to determine the price score of the proposer whose price is being evaluated.

The selected Consultant shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Consultant and begin negotiations with the next Consultant which best meets the needs of the City, and so on until a City and the Consultant reach agreement.

The City intends to select the Consultant that offers the best value to the City based on the criteria outlined above.

17. Rejection of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Consultant from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Consultant to perform the work, and the Consultant shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Consultant fails to satisfy the City that such Consultant is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

18. Protest Procedures

A Proposer not selected by the City for the award of the Contract desiring to protest the City's selection, may do so by following the City's Procurement Protest Procedures in Administrative Manual, section 07.019.00. Protests not conforming to this procedure will be rejected as invalid. The City's Protest Procedures are available on the City's website at <https://riversideca.gov/finance/pdf/2017/07.019.00-Procurement-Protest-Procedures.pdf>.

19. Contract Term

The initial term of the Agreement shall be from July 1, 2020 through June 30, 2022 with the option to extend for three one-year terms and not to exceed five years based upon acceptable performance by the Consultant, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Consultant may negotiate any and all price modifications.

20. Contract Documents

In submitting a Proposal, the Consultant agrees to enter into an Agreement with the City *without exceptions to the City's standard agreement*. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached hereto as Exhibit "B". Paragraphs 11.1, 11.2, 11.3 and 12.4 within the Sample Agreement shall not apply. **Any change to the standard agreement will deem the Proposal non-responsive.** In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Riverside's Request For Proposals
- Consultant's Response to the Request For Proposals

21. Execution of Agreement

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Consultant:

- One (1) original of the Agreement in the form included herein, properly executed by the Consultant.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Consultant and the City.

22. Failure to Execute the Agreement

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Consultant refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Consultant.

23. Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

EXHIBIT A

Scope of Services

The CPRC is a City Charter authorized commission and is assisted by the City Manager's Office. The CPRC receives and independently reviews complaints alleging misconduct against sworn police officers of the RPD; when deemed appropriate CPRC conducts an independent investigation of citizen complaints; makes policy recommendations to RPD; conducts public outreach; and reviews and investigates the death of any individual arising out of or in connection with the actions of a sworn police officer.

The City Manager's Office requires unique consultant services to advise and assist with CPRC operations. The consultant skills and experience include, but are not limited to:

1. Experience in conduct investigations of:
 - a. Officer Involved Death incidents involving sworn members of a police department;
 - b. Allegations of misconduct against sworn members of a police department; and
 - c. Conducting other investigations of sworn members of a police department.
2. Skills derived from leading investigations of:
 - a. 200 cases as an internal affairs investigator, with at least 100 of them as the lead investigator;
 - b. 10 Officer involved death cases (an individual that dies as a result of contact with police) as the lead investigator; and
 - c. 5 years of experience handling felony "crimes against persons" and "property crimes in a law enforcement agency."
3. Ability to provide as-needed tactical analysis of an investigation involving sworn members of a police department.
4. Ability to prepare and produce comprehensive reports and executive summaries at the conclusion of an investigation.
5. Ability to interpret Police Policy and Procedure and what may constitute misconduct
6. Ability to make presentations at community and/or City Council meetings.

Specialized Certifications:

1. Certified Internal Affairs Investigation Course during employment as an investigator.
2. Certified Homicide Investigations Course during employment as an investigator.
3. Advanced officer training courses in the field of law enforcement investigations.
4. Experience as a professional consultant as an expert, particularly dealing with internal affairs investigations and officer involved shootings.
5. Must be able to pass a Riverside Police Department Background investigation

6. Experience and knowledge of the Peace Officer Procedural Bill of Rights and California Penal Codes concerning Citizen Complaint Policy and Procedures (832.5 CPC) and Confidentiality of Peace Officer Records pursuant to 832.7 CPC

Consultant Responsibilities:

Consultant shall utilize his expertise to assist the City Manager's Office as follows:

1. Consult and provide guidance in the review of citizen complaints against Police Officers.
2. Attend and, when requested, respond to issues raised at CPRC meetings.
3. Respond to complaints filed by citizens against individual police officers and refer complaints to the Police Department for investigation.
4. Review Officer Involved Death investigations completed by the Police Department and make recommendations if further investigation is needed for lack of thoroughness or objectivity.
5. Recommend additional independent investigation services of Officer Involved Death's and citizen complaints, if deemed necessary.
6. Prepare fact sheets on Officer Involved Death for City Manager's Office.
7. If requested by the City Manager, assist with conducting public outreach to educate the community on the role of the CPRC.
8. Assist the City Manager in providing informational updates to the Mayor, City Council, Police Department, and community.
9. Provide an independent, external service to monitor, review and assess the overall quality of police conduct and recommend systematic change in training and other preventive measures which will improve the quality of police services.
10. Recommend and conduct training for Commissioners and/or identify other independent contractors to provide pertinent training.
11. Maintain a phone number, or other device, for communication needs related to providing an independent consultant service to the City Manager

The City shall provide the following:

CPRC Management:

The City is responsible for managing the operations of the Community Police Review Commission. The City is responsible for all personnel matters of staff assigned by the City Manager to the Community Police Review Commission, including but not limited to the selection, designation of duties, performance evaluations and employee relations.

The City is responsible for the budget of the Community Police Review Commission, including but not limited to the authorization and approval of training/travel expenses, service contracts, payments for services or equipment, printing and general office expenses related to the operation of the Commission or the needs of the Community Police Review Commission Board Members.

Technology:

As part of the unique cyber security needs surrounding the high confidentiality of the personnel and investigation material, the Consultant will be required to work at a City computer at City Hall and/or the Consultant may lease, without the option to buy, a City purchased and maintained computer. Either option requires the Consultant use a City issued CPRCConsultant@riversideca.gov email address and network password to ensure cyber security measures are met and the integrity of the data is secured. The use of the computer and the responsibility of the high security of the information requires the Consultant to sign the City's TUSP policy (attached).

The Consultant has an option to lease, without the option to purchase, a City owned and maintained computer for use only for the Consultant to advise the City only. The lease amount is for \$25 per month for the equipment, software, and maintenance for the duration of the agreement. The equipment remains property of the City and must be returned if the contract has ended or is terminated by either party, unless Consultant has elected to purchase the equipment from the City. The Consultant may elect to include a monthly credit for the lease on the service invoices

Office Supplies:

The City is responsible for the procurement and maintenance of any and all equipment needed for the Community Police Review Commission Board Members.

The City does not provide parking, office space, a cell phone, business cards, office supplies or other similar items for the Consultant.

EXHIBIT A-1
TECHNOLOGY USE AND SECURITY POLICY (TUSP)



City of Arts & Innovation

City of Riverside Administrative Manual

Effective Date: 07/2003
Latest Revision Date: 05/2018
Next Review Date: 07/2020
Policy Owner(s): Innovation and Technology
Department

Approved:

Department

Al Zelinka
City Manager

SUBJECT:

Technology Use and Security Policy (TUSP)

Purpose:

This Technology Use and Security Policy establishes guidelines for the proper use and security of City of Riverside (City) Technical Resources and non-City owned Technical Resources when used to conduct City business or communicate with City employees or representatives.

Definitions

Technical Resources include hardware, software, services, computers, computing facilities, peripherals, network components, mobile devices, tablets, applications, databases, websites, materials, accounts, subscriptions, intranet, voice-mail, digital cameras, and other technology and infrastructure provided by, paid for, or used in conjunction with the City, excluding the administration of the California Law Enforcement Telecommunications System (CLETS), Criminal Justice Information Services (CJIS), and Supervisory Control and Data Acquisition (SCADA) systems, which shall still adhere to applicable regulations and best practice principles.

City Internal Technical Resources refer to non-public facing technology assets, data or applications hosted within City facilities, offsite or hosted through third party providers.

City Information includes without limitation, e-mail, accounts, subscriptions, data files, instant messages, pictures, images, video clips, audio files and voice-mail that an employee, vendor, contractor or their employees create, store, transmit, retrieve or receive using City Technical Resources.

Users include all City employees, managers, vendors (contractors, consultants, subcontractors), volunteers, elected officials, and other personnel or persons who use or access City Technical Resources and City Information.

CIO refers to Chief Innovation Officer or designee.

Scope

This policy applies to all Technical Resources designated for City business use. This policy also applies to any related services provided or paid for by the City, such as wired or wireless Internet and network

access, city-owned or stipend phones, computers, voice-mail, instant messaging, and e-mail, whether or not these services are on City premises, externally hosted, accessed remotely using virtual private network (VPN) or shared electronically. Users shall use these resources only in accordance with this policy. Any use of mobile devices for City business must comply with the Mobile Communications Device Policy, see *Administrative Manual Policy No. 03.007.00*.

All City employees, managers, contractors, vendors, volunteers, and other personnel or persons who use or access internal City Technical Resources and City Information must comply with the requirements of this policy.

Compliance

All employees or vendors using City Technical Resources are responsible for the content of all files, text, audio, information, data, and images that he or she saves, transmits, creates, accesses, views, or sends using City Technical Resources.

All users are responsible for complying with City security policies, standards, processes, and procedures. Innovation and Technology staff must build, configure, operate, and maintain networks and systems in accordance with these policies, standards, processes, and procedures. Anyone becoming aware of violations of this policy will immediately bring this to the attention of the appropriate department authority and the CIO.

Outsourced services, processing and storage facilities (such as service bureaus, vendors, partnerships, and alliances) and their subcontractors must accept, enforce, and agree to City's Technical Use and Security policy and regular compliance audits. Acceptance of the terms of this policy is mandatory for all vendors prior to gaining access to store, transmit, process, or access City Technical Resources.

Acceptable Uses of Technical Resources

Users must use the City Internet and e-mail systems in accordance with the Technology Use and Security Policy. The City may use tools to block or limit access to Internet or Technical Resources that lack a City business related role. The ability to access an Internet site, application, network or service from a City system does not constitute authorization or endorsement to use that Internet site, application or network. Users shall not allow family members or non-authorized Users to use City computers, Internet, intranet, applications, remote access systems, or other City Technical Resources.

- Technical Resources are provided for City business and must be limited to such use, except as otherwise provided in this policy.
- An employee may access only the files and information that he or she is authorized to access.
- Citywide e-mail messages will be limited to work-related announcements or emergencies affecting, or of interest to, the majority of City users. Authorized Users may request e-mail messages to be sent as broadcast e-mail messages by sending them to the City Manager's Office for approval and distribution. City management will determine if the e-mail qualifies for Citywide distribution. City management may deem the e-mail messages more appropriate for smaller distribution. For additional information, please see *Administrative Manual Policy No. 01.014.00, Use of Mass Internal E-Mails*.
- Employees who wish to express personal opinions or perform non-work-related tasks on the Internet or via mobile devices are encouraged to obtain a personal account with a commercial Internet service provider outside of City facilities.
- During breaks, employees may use their own electronic devices on the City's free public Wi-Fi for personal use.
- Users may use the Technical Resources for occasional minimal non-work purposes during mealtimes, breaks, or outside of work hours with permission from their Department Head or

designee and provided that all other elements of this policy are followed. E-mail messages of a non-work nature must be minimized.

- Authorized representatives of City departments who wish to utilize social media to enhance further communications with organizations in support of City goals and objectives must seek approval from their Department Head and submit the request to the City's Communications Office before creating any City-hosted social media site, and must follow the City's Social Media Policy - *Administrative Manual Policy No. 03.012.00 - Guidelines for Social Media Usage*.

Unacceptable Uses of Technical Resources

- Users may not use the Technical Resources for non-work purposes including but not limited to accessing dating sites, playing games, downloading files, streaming videos, music, accessing personal E-mail or other unauthorized non-City related business or activity as determined by their Department Head or supervisor.
- Technical Resources are not to be used in a manner that may interfere with or degrade City business operations as determined by the Innovation and Technology Department.
- Users are prohibited from using another user's password.
- Users are prohibited from using generic shared accounts except by express permission of the CIO.
- Users are prohibited from sending an e-mail or other communications that masks the sender's identity or indicates that the e-mail was sent by someone else.
- City users are prohibited from using non City authorized e-mail systems for City business.
- Use of the Internet/the web, intranet, electronic bulletin board or other Technical Resources to harass or discriminate is unlawful and strictly prohibited by the City.
- Users and others are prohibited from sending, saving, creating, forwarding, accessing or viewing material using Technical Resources if said material could be reasonably considered offensive, including but not limited to pornography, sexual, sexist, or racist comments, jokes, slurs, or images, on the basis of race, color, creed, sex, age, national origin, ancestry, physical or mental disability, veteran status, sexual orientation, or other category protected by federal, state, or local laws. All Users using Technical Resources, including publicly owned computers located at any City Facilities including Libraries and Recreation Centers, are strictly prohibited from accessing or viewing pornography, nudity, obscene material, and dating sites.
- Uses that interfere with the proper functioning of the City's Technical Resources are prohibited. Such inappropriate uses include the creation or distribution of viruses into computer systems, e-mail spam, chain letters, keyboard loggers, malicious destruction of another's files, use of software tools that attack, disables or circumvents security City or external Technical Resources, and other violations of security standards.
- Use of City Technical Resources for personal or financial gain.
- Using the name of the City, City affiliate or City subdivision in personal messages, or otherwise making statements in messages that might be mistaken for the position of the City, City affiliate or City subdivision. Users may not post content or conduct any activity that fails to conform to any and all applicable state and federal laws.
- Installing or connecting any unauthorized device, including personally-owned flash removable media or cell phones to a City owned Technical Resource or the City network. Personally owned cell phones may be charged using electric outlets.
- Soliciting for any non-City business or activities using City resources.
- Use of Technical Resources in a manner that interferes with the employee's productivity, the productivity of any other employee, or the operation of City Technical Resources.
- Use of City's Technical Resources to participate in online tournaments or auctions for non-work related matters.
- Violation of any federal, state or local law or regulation, including without limitation, defamation of person or trade, securities laws, gambling, threats to harm any person, property or the environment, intentional transmission of a computer virus, harmful computer program, trade secrets, and violation of trademark, copyright, or other intellectual property law.

City Monitoring

- By using the City's Technical Resources, users acknowledge they have no right or expectation of privacy in the use of City Technical Resources, and the City reserves the right to monitor, review, and log such use without prior notification.
- The City may use software and other means to inspect files, or monitor an individual's use of any City Technical Resources, with or without notice.
- The City uses software and other means to attempt to block or restrict access to websites containing material that violates this policy. An employee attempting to intentionally access blocked websites is in violation of this policy.
- Even when files, data, e-mail messages, instant messages, images, or voice messages are deleted, or the Internet or web sessions are terminated, it may be still possible to recreate them.

Identification, Authentication, and Authorization

Access to all internal City Technical Resources requires robust, continuous and reliable authentication. Each Department Head or designee will approve all new accounts through the City's Move Add Change (MAC) form that can be accessed via the City's intranet. New accounts will be set up in accordance with this policy and any applicable department requirements. Each user must be identified and authenticated using a standard, unique, personally assigned login. Standard user accounts will be granted limited authorization to perform daily tasks. Innovation and Technology administrators will be assigned an additional unique, personally assigned login. The use of administrative logins shall be limited to authorized systems, network and applications administrative tasks. Users are strictly prohibited from sharing login credentials. Upon separation of an employee, the Department Head or designee will submit a MAC form to remove the employee's access to the City's technology systems. Accounts shall be disabled for 90 days prior to deletion unless longer retention is required by a regulating agency.

Passwords Management

All passwords must be strong and well-guarded. Users are responsible for choosing passwords that are highly secure. The use of passphrases instead of passwords is highly recommended. Users shall never divulge their passwords to others, even their supervisors, fellow employees, or IT staff. Improper or unauthorized disclosure of login information, passwords, or other confidential information is subject to discipline up to and including termination.

- All passwords should be treated as sensitive, confidential, and protected information.
- Password sharing is strictly prohibited. Exceptions may be granted by the CIO upon request.
- If a user discloses login information, passwords, or other confidential information they must immediately change any passwords and report it to their supervisor and the Help Desk at extension 5508 or HelpDesk@riversideca.gov. Writing down passwords is not an acceptable practice, however, if passwords must be recorded, the information shall be stored only using an encrypted password manager and be accessible only by the owner.
- Storing passwords on user endpoints via electronic file or programmable function keys, scripts, macros, or automated login sequences including browser, device, or application automatic login is strictly prohibited.
- Storing user passwords in applications, databases, cloud providers, or mobile devices in plain text or using non-City approved encryption is strictly prohibited excluding embedded mobile email clients using Active Sync and Mobile Outlook. The use of default logins is strictly prohibited. Default hardware, software, vendor credentials, or application accounts must be changed to a unique password before being allowed on the network. User network login accounts will be disabled after three consecutive failed login attempts. Passwords will be automatically re-enabled after 30 minutes or can be reset by the Helpdesk, using a multi-factor identity verification process.

- Test, development, and training systems/environment should not store or use production systems administrative or user passwords.

The following is a list of general rules that users should follow to create strong passwords:

- Must be composed of a capital letters, lower case letters, numbers, and special characters
- Must be at least twelve characters in length
- Must be changed at least every 90 days
- Must never be the same as the user's login ID
- Must not contain the user's phone number or Social Security Number
- Must not be common words or phrases
- Must not be a name such as family member or pet
- Must be changed on first login
- Must not be changed more frequently than once a day
- Must not be reused within the last ten password changes
- Must not be posted physically on the user's work area or stored in plain text anywhere
- Must not to be reused on any non-City managed IT system, vendor, websites or device

Unattended Computers

Users will not leave confidential information present on screens if the workstation is unattended or while within public view. If a workstation will be unattended users must either log off or lock the system when they are away from the computer. Prior to departing any unsecured office areas or facilities where laptops or tablets are used, users must secure the device with a locking device/cable or remove them from the docking station and network (if applicable) and lock them in desks, containers or offices. IT will deploy an automatic screen saver application, requiring network password login after ten minutes of non-use. Exceptions may be granted by the CIO upon request.

Software Management

Any software installation, upgrade, or update runs the risk of introducing viruses, damaging the configuration of the computer, interfering with other IT systems or violating software-licensing agreements. The City must reduce the risk of introducing malicious code into the City network. As such, any software installation, upgrade, or update must be made in conjunction with the Innovation and Technology Department.

Outdated software can be riddled with vulnerabilities and poses significant threat to the City. All software, applications, and devices must be updated with the latest security patches to be allowed to function on the City's network. Exceptions may be granted by the CIO upon request.

Viruses, Malware, and Spyware Prevention

Spear-Phishing e-mail attacks are the source of the vast majority of breaches. Attackers attempt to entice unsuspecting users to open a malicious attachment or to click on a link exploiting the user's workstation granting them access to their workstation and potentially the entire network. Innovation and Technology shall deploy and keep current antivirus software updated on all City-owned and managed Technical Resources. However, because antivirus is signature-based, new viruses that have not been examined by the antivirus vendor can evade detection and infect City infrastructure. Users must notify the helpdesk if they clicked on an attachment or link that may have caused a malware, spyware, or virus infection or may have granted unauthorized access.

Software Downloads

To reduce the risk, all software downloads from the internet shall be blocked. Exceptions may be granted by the CIO upon request. Computers will be configured by the Innovation and Technology department staff to inhibit the downloading of unlicensed or unauthorized software.

Removable Media and File Sharing

All external removable media and non-City owned electronic devices should be treated as untrusted devices and should not be connected to the City's network. Internal and external file transfer, sharing and synchronization is only authorized through the City's secure file sharing platform. The use of non-City owned removable media, unauthorized third party file transfer software, and unauthorized sharing and synchronization services is prohibited without express permission of the CIO.

Software Licensing and Inventory

Software purchases must meet current City standards and conform to City procurement policies. Any exceptions requires express permission of the CIO. All software, including but not limited to, purchases or subscriptions, plugins, video or audio playback tools, mobile applications ("apps"), software as a service "SaaS" purchases, integration, and updates shall be installed and managed by authorized Innovation and Technology staff. Software must be licensed adequately under the terms of the software developer's licensing agreement. Employees shall use software only in compliance with license agreements. Software will be installed only from approved sources. City departments will maintain an inventory of software applications used by their department and submit that inventory to the CIO.

City Access to Information

- City Management may retrieve, review, monitor, copy, or listen to any Technical Resources information when doing so serves the legitimate business interests and obligations of the City.
- City Information may be disclosed to law enforcement or other authorized third parties without an employee's prior consent or the consent of the sender or receiver of such information.

Remote Access

- The uploading of data to unauthorized third party remote file sharing, synchronization, or storage is strictly prohibited.
- Remote access to City internal technology assets, on-premise or in the cloud, is limited to methods approved by the CIO. A signed Technology Use and Security Policy (reference Appendix A) and Remote Access Agreement must be completed by the requester, and approved by the CIO or the Information Security Officer, before access will be authorized (reference Appendix C.)
- All remote network access requires the use of the City's dual-factor authentication system.
- Vendors will be granted remote escorted access through screen sharing software only as required. Unescorted access will be granted on an exception basis via express permission of the CIO.
- Upon implementation of technologies such as Virtual Desktop Infrastructure "VDI" or other VPN-less remote access, the City will not allow direct IP communication between untrusted remote devices and internal City IT infrastructure.
- Site to Site VPNs will only be granted as an exception subject to restrictions and audits by the City's security team and by express permission of the CIO due to the risk they introduce to the City through their connection.

- All systems hosting, processing, or directly communicating with internal City technology infrastructure will be subject to security, electronic discovery, and vulnerability audits.
- Information regarding City systems, such as server names, login information, IP addresses, VPN server IP addresses, or the data contained within are considered confidential. This information must not be posted on electronic bulletin boards, listed in telephone directories, placed on business cards, or made available to unauthorized third parties without express permission of the CIO.
- Vendors, partners, or contractors with physical, logical, or remote access to City Technical Resources or the data contained within may be required to obtain cyber-breach liability insurance or general liability insurance that covers cyber breaches naming the City of Riverside as an additional insured party. The City may hold a vendor liable in the event the source of a breach is traced to their employees, network, software, or hardware.
- Non-exempt users are prohibited from accessing Technical Resources, including City e-mail, via the Internet, or through other means outside regular work hours including during any paid or unpaid leave, without written authorization from their management. Failure to comply may lead to discipline. "Non-exempt" means an employee may be entitled to payment of overtime under certain conditions pursuant to the Fair Labor Standards Act.
- Exempt employees may access authorized Technical Resources, including City e-mail, remotely as necessary for the effective operation of City business except as indicated below. "Exempt" means an employee that is exempt from certain wage and hour requirements due to their duties and pay.
- Exempt employees are prohibited from accessing Technical Resources, including City email, via the Internet, or through other means while on paid or unpaid leave including but not limited to sick, Family and Medical Leave Act (FMLA), worker's compensation, military, and personal leave.

Database and System Access

Designated IT staff will be responsible for maintaining the data integrity, host environment, and users' access rights. Exceptions may be granted by the CIO upon request.

Physical Protection

Computer resources and physical information including, but not limited to, servers, storage, desktops, laptops, tablets, smartphones, network equipment, firewalls, sensitive paper and electronic records, backup tapes, and telephone equipment must have appropriate physical protections in place.

Classifying, Storing, and Handling Sensitive Information

Users must label, classify, handle, and protect City of Riverside paper or electronic sensitive/proprietary material according to the distribution and authorization levels specified for those documents to protect information integrity.

- All Users must safeguard the City's confidential information including business and financial information, as well as the confidential information of officials, officers, employees, affiliates, suppliers, vendors, residents, customers, and others. Disclosure of the confidential information is prohibited. Confidential information includes, but is not limited to, personally identifiable information (PII) such as Social Security Numbers, driver's license information, date of birth, health information, etc.
- If an employee needs to electronically transmit confidential data to an outside party, the employee must obtain his or her supervisor's approval. When the transmission is authorized, the data must

be protected using City approved strong encryption before being sent across the internet. Innovation and Technology can provide guidance on how to securely encrypt an e-mail or download files from the Internet.

- E-mail messages containing confidential information should include the following statement or its equivalent, in all capital letters, at the top of the message:
"CONFIDENTIAL: UNAUTHORIZED USE OR DISCLOSURE IS STRICTLY PROHIBITED"
- Users must use discretion when accessing voice or e-mail messages with others present. Confidential information should not be left visible while an employee is away from employee's work area. Users should lock their screens when stepping away from their computers.
- E-mail messages sent to or from the City Attorney's office should not be forwarded to any person not originally included in the e-mail transmission list without the express written permission of the City Attorney or his or her designee.
- E-mail, electronic messaging, intranet, voice mail, call history, and Internet/Web access are not automatically deemed confidential and could be subject to public records requests, regardless of whether the device or service is owned by the City if the communication is related to City business. Others outside the City may be able to monitor your e-mail, intranet, and Internet/Web access. For example, Internet sites maintain logs of visits from users; these logs may identify which company, and even which particular person, accessed the service.
- Both the data owner and the recipient of the data are equally responsible for maintaining the classification level of the data as it moves from one party to the other.
- Retrieve all sensitive/proprietary City of Riverside paper records from a copier, fax or printer immediately.
- Users must refrain from discussing City of Riverside sensitive/proprietary information when visitors, consultants, or subcontractors are in the vicinity and are not authorized to receive such information.
- Please refer to *Administrative Manual Policy No. 01.003.00, Confidential Information*, for additional information.

Software Use and Copyrights

- Users are prohibited from installing software on Technical Resources without an IT approved MAC (Move, Add, Change) form.
- Involving IT prior to software installation ensures that the City can properly manage its software, prevent the introduction of computer viruses, and meet its obligations under applicable software license and copyright laws.
- Users may not copy software from the City for personal use.
- Users should not copy or distribute copyrighted or trademarked material (e.g., database files, documentation, articles, graphics files, music, videos and downloaded information) through the e-mail system or any other means unless they have confirmed in advance from appropriate sources that the City has the right to copy or distribute the material.
- Failure to observe copyright or trademark laws may result in disciplinary action against the employee by the City as well as legal action by the copyright owner. Any questions concerning these rights should be directed to the employee's Department Head.
- The City will cooperate with the copyright holder and law enforcement in all copyright matters.

Security

- The City employs various measures to protect the security of its computing resources and its user accounts. Users should be aware, however, that the City cannot guarantee such security. Users should, therefore, engage in "safe computing" practices by establishing appropriate access restrictions for their accounts, guarding their passwords, and changing passwords regularly.
- Technical Resources are to be accessible at all times by the City. The City, through its Human Resources Director with the approval of the department head, may override passwords,

- permissions, or codes to inspect, investigate, or search an employee's electronic files, data, text, images, records, information, and messages on Technical Resources with or without notice.
- Users may not encrypt or encode voice mail, e-mail, or any other data stored or exchanged on Technical Resources using unauthorized methods of encryption.
- The City maintains various network, server, and computer-based security systems to assure the safety and security of the City's networks. Any employee who attempts to disable, defeat, bypass, or circumvent any City security system or device will be subject to discipline up to and including termination.

Security Education

It is the policy of the City to provide periodic security awareness training to all users. Such training will address the new and rapidly changing issues regarding security and the Internet.

New users shall receive an orientation to the Technical Use and Security Policy and additional City security recommendations. Users shall also receive continuous security training in the form of news flashes, security alerts, or tips via newsletters, e-mail alerts, and other appropriate training as determined by the IT department.

E-mail Records and Storage

In conjunction with *Administrative Manual Policy No. 05.001.00, Records Retention and Disposition*, this policy sets forth that e-mail messages are generally considered "transitory" documents (works-in-progress), and, therefore, are not records of the City and are not subject to the City's minimum records retention requirements. The Innovation and Technology Department deletes e-mail in the Inbox and Sent Items folders after 30 days and empties the Deleted Items on a daily basis.

E-mail messages that meet the definition of "public records" as defined in Government Code Section 6252 are maintained by departments based upon departmental records retention schedule. Such records should be moved from the employee's inbox to a subfolder.

- All available e-mails are subject to City's records retention schedules and may be subject to disclosure in response to public records act requests or otherwise. Official Records e-mails must be retained by one of the following means:
 - A. Printed out and maintained in the City Department's filing system as a paper document; or
 - B. Retained electronically in an organized archival filing system to allow for quick identification and retrieval by IT staff.
- E-mail account size is limited to technical restrictions and available storage. All e-mail messages retained in Outlook subfolders are kept until deleted. This means users must manage their e-mail sub-folders to keep mailbox sizes from exceeding the 50 gigabyte (GB) limit by deleting or printing e-mail messages, based on each department's records retention schedule. Users exceeding this limit will receive a warning message and will not be able to send mail until they have reduced their mailbox size. The Deleted Items folder will be purged daily and is not recoverable.

Policy Violations

- Any user violating this policy may be subject to discipline not limited to revocation of access rights to the Internet, City network, departmental resources, application access rights, or any City technology asset. Also, the City may advise appropriate law enforcement officials of any illegal violations and cooperate in investigations conducted by law enforcement officials.
- City may terminate or revoke access of vendors posing a security risk in violation of City policy.

Responsibilities

- The IT Department is responsible for updating and distributing the Technology Use and Security Policy to the user community and City departments.
- The HR department shall ensure that every employee receives a copy of the Technology Use and Security Policy, and every employee signs an acknowledgement of receipt of said policy.
- Each user of the City's Technical Resources is responsible for understanding and adhering to Technology Use and Security Policy.
- Users are required to retain all public records in accordance with the City's retention policies.
- Users are responsible to report any violations or suspicious activity involving the City's Technical Resources.
- Department heads shall have all volunteers, contractors, or partners granted City Login or network access acknowledge in writing that they have received, read, and understood the Technology Use and Security Policy. The responsible City Director or designee shall also sign this written acknowledgment as the approving authority for granting the user access to City systems. Such written acknowledgment shall be retained in department files.
- Technology Use and Security Policy's Acknowledgment/Receipt form (Appendix A) must be signed by each user prior to granting access to City systems.
- Remote Access Agreement (Appendix B) must be signed by all remote access users prior to granting remote access to City systems. Remote access users must also sign the Technology Use and Security Policy's Acknowledgment/Receipt form (Appendix A).

Disclaimers

- By using City facilities and technology resources, users agree to abide by all related policies and procedures, as well as all applicable law.
- The City specifically denies any responsibility for the accuracy or quality of information obtained through its electronic communication facilities and services, except material represented as an official City record.
- The City makes no warranties of any kind, whether expressed or implied, with respect to the technology services it provides.
- The City is not responsible for damages resulting from the use of facilities, resources and services, including, but not limited to, loss of data resulting from delays, non-deliveries, missed deliveries, service interruptions caused by the negligence of a City employee, or by the user's error or omissions.
- Use of any information obtained via the Internet is at the user's risk.

Attachments

- Appendix A - Acknowledgment/Receipt Form
- Appendix B - Remote Access Agreement
- Appendix C - Standard Operating Procedure: Vendor Remote Access

Distribution: Regular

APPENDIX A-1

**City of Riverside's
Technology Use and Security Policy's
Acknowledgment/Receipt Form**

I acknowledge that I have received and read the City of Riverside's Technology Use and Security Policy. I understand the terms of this policy and agree to abide by them.

I understand that I have no right or expectation of privacy in the use of the City's Technical Resources and City Information Systems. I further understand that the City may monitor, review, and log the electronic e-mail messages I send or receive, the Internet address of websites I access, the documents, data, images, voice messages I view, create, save, receive, or transmit, and any network activity including location data in which I transmit or receive files or data using the City's Technical Resources within City facilities or remotely without first notifying me.

I understand that violation of this policy could lead to discipline, up to and including termination, criminal prosecution, and legal liability.

USER

First Name: _____ Last Name: _____

Title / Role: _____

E-Mail: _____

Phone: _____ Mobile: _____

Form Submission Date: _____

Access Start Date: _____ Access End Date: _____

Signature: _____ Date: _____

EXHIBIT B

Sample Professional Consultant Service Agreement

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

[**Enter CONSULTANT'S Name**]

[**Enter in Description of Services**]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and [**Enter in CONSULTANT'S NAME**], a [**Enter in entity, for example: a California corporation, a limited partnership, a limited liability company, etc.**] ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with [**Enter in Name of Project**] ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until [**Enter in: termination date, for example: May, 3, 2012**], unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed [**Enter in written dollar amount, for example: Two Thousand Five Hundred Dollars**] [**Enter in numeric dollar amount: for example: (\$2,500)**] payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

[**Enter in Department**]
City of Riverside
Attn: [**City Representative**]
[**Address**]
Riverside, CA [**ZIP**]

To Consultant

[**Name of Consultant or Company**]
Attn: [**Name of Representative**]
[**Address**]
[**City, STATE, ZIP**]

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of

not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of

identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit “C”, represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit “C” have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant’s services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant’s final written statement of the amount of Consultant’s services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City’s rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this

Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

[**CONSULTANT'S NAME**],

By: _____
_____ City Manager

By:

[Printed Name]

Attest: _____
City Clerk

[Title]

Certified as to Availability of Funds:

By: _____

By: _____ Finance Director
[Printed Name]

[Title]

Approved as to Form:

By: _____
Deputy City Attorney

Master Template
Rev: 02/05/16

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT “B”
COMPENSATION

EXHIBIT “C”

KEY PERSONNEL

EXHIBIT C

Questionnaire/Contractor's Qualifications Statement

Description of Responsibility	City Assumptions for Task	Proposed Annual Hours needed	Proposed Contractual Hourly Rate
Review complaints filed by citizens against individual police officers – Summarize the RPD investigation for CPRC closed session	4 cases per month	_____ x 12	
Review Officer Involved Death investigations completed by the Police Department – Summarize the case and conduct discussions for CPRC open session	2 cases per year	_____	
Attend and present at all CPRC meetings	Monthly, from 5pm to 8pm	_____ x 12	
Assist with conducting public outreach to educate the community on the role of the CPRC	Monthly, one or two meetings	_____ x 12	
Provide case review training orientations for new Commissioners	For 2 new commissioners per year	_____ x 2	
Recommend and conduct training for Commissioners and/or identify other independent contractors to provide pertinent training.	Monthly as personally identified	_____ x 12	
Provide complaint case and officer involved death case information, including any recommendations, to the City Manager's Office	Monthly	_____ x 12	
Assist the City Manager in providing informational updates to the Mayor, City Council, Police Department, and community	Monthly as personally identified	_____ x 12	
Be available by phone for the City Manager's Office, RPD and the Community at all times	Monthly as personally identified	_____ x 12	
Total Proposed Annual Cost for the City's assumed annual tasks			

*The total proposed cost is an estimate; consultant(s) will be paid based on actual hours worked.

Proposal for additional services and deliverables – this will not be evaluated or considered a part of the proposed total annual amount.

Description of Additional Services and/or Deliverables	Proposer's Assumptions for Task	Proposed Annual Hours needed	Proposed Contractual Hourly Rate
Total Proposed Annual Cost for additional services and deliverables			