

**AMENDMENT NO. ONE TO CONTRACT NO. S20178065
BETWEEN THE CITY OF PALO ALTO AND
MICHAEL GENNACO DBA OIR GROUP**

This Amendment No. 1 (this "Amendment") to Contract No. S20178065 (the "Contract" as defined below) is entered into as of this 20th day of July, 2021, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and MICHAEL GENNACO DBA OIR GROUP, a sole proprietor, located at 7142 Trask Avenue, Playa Del Rey, CALIFORNIA, 90293 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of professional services, as detailed therein.

B. The Parties now wish to amend the Contract in order to add additional scope and increase compensation.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. S20178065 between CONSULTANT and CITY, dated December 16, 2019.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 1 of the Contract is hereby amended to read as follows:

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

Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

On-Call Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY's Project Manager, as identified in Section 13 ("Project Management"). Each Task Order shall be in substantially the same form as Exhibit A-1 ("Professional Services Task Order"). Each Task Order shall contain a specific proposed scope of services, schedule of performance and compensation amount, in accordance with the provisions of this Agreement. To accept a Task Order, CONSULTANT shall sign the Task Order and return it to the Project Manager within the time specified by the Project Manager, and upon acceptance by CITY, the signed Task Order shall become part of this Agreement. The cumulative total compensation due to CONSULTANT for all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth for such services in Section 4 of this Agreement. CONSULTANT shall only be compensated for services performed under an authorized Task Order and CITY may elect to, but is not required to, authorize work up to the maximum compensation amount set forth for such services in Section 4. Performance of and payment for any On-Call Services are subject to all requirements and restrictions in this Agreement.



Additional Services (This provision only applies if checked and only applies to Agreements that specify an amount for Additional Services under Section 4 and Exhibit "C".)

Additional Services (as defined in Section 4, "Not to Exceed Compensation") will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY's Project Manager, as identified in Section 13 ("Project Management"). Each Task Order shall be in substantially the same form as Exhibit A-1 ("Professional Services Task Order"). Each Task Order shall contain a specific proposed scope of services, schedule of performance and compensation amount, in accordance with the provisions of this Agreement. To accept a Task Order, CONSULTANT shall sign the Task Order and return it to the Project Manager within the time specified by the Project Manager, and upon acceptance by CITY, the signed Task Order shall become part of this Agreement. The cumulative total compensation to CONSULTANT for all Task Orders issued under this Agreement shall not exceed the amount of compensation set forth for Additional Services in Section 4 of this Agreement. CONSULTANT shall only be compensated for Additional Services performed under an authorized Task Order and CITY may elect to, but is not required to, authorize Additional Services work up to the maximum compensation amount set forth for such services in Section 4. Performance of and payment for any Additional Services are subject to all requirements and restrictions in this Agreement.

SECTION 3. Section 4 of the Contract is hereby amended to read as follows:

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" (also referred to herein as the "Basic Services"), and reimbursable expenses (if specified in Exhibit "C"), ("Basic Services"), and reimbursable expenses, shall not exceed Ninety-Seven Thousand Five Hundred Dollars (\$97,500.00). CONSULTANT agrees to complete all Basic Services, including specified reimbursable expenses, within this amount. In the event Additional Services (defined below) are authorized, the total compensation for Basic Services, Additional Services and specified reimbursable expenses shall not exceed One Hundred Seven Thousand Five Hundred Dollars (\$107,500). The applicable rate schedule is set out at Exhibit "C-1", entitled "SCHEDULE OF RATES." Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amounts of compensation set forth herein shall be at no cost to the CITY.

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

SECTION 4. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A" entitled "Scope of Services" - AMENDED, REPLACES PREVIOUS.
- b. Exhibit "B" entitled "Schedule of Performance" - AMENDED, REPLACES PREVIOUS.
- c. Exhibit "C-1" entitled "Schedule of Rates" - AMENDED, REPLACES PREVIOUS.

SECTION 5. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 6. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

DocuSigned by:

6132487C4A90M8
Purchasing Manager

APPROVED AS TO FORM:

DocuSigned by:

39A473F653574A9...
City Attorney

MICHAEL GENNACO DBA OIR GROUP

Officer 1

By: 
7638127E4C424D0...

Name: Michael Gennaco

Title: Principal, OIR Group

Officer 2 (Required for Corp. or LLC)

By:

Name:

Title:

Attachments:

- Exhibit "A" entitled "Scope of Services"
- Exhibit "B" entitled "Schedule of Performance"
- Exhibit "C-1" entitled "Schedule of Rates"

EXHIBIT "A"
SCOPE of SERVICES

Independent Police Auditor Services

CONSULTANT shall perform the following services:

1. Complaints by Members of the Public and Internal Affairs Investigations

Intake – The CONSULTANT may receive complaints directly from members of the public. The CONSULTANT will forward a summary of the complaint and contact information for the complainant directly to the Department. If the Department received the complaint directly or initiates an internal investigation regarding sworn personnel, they will notify the CONSULTANT within (3) working days about the nature of the allegation(s). The Department and the CONSULTANT will review each complaint by a member of the public/internal investigation to determine whether a criminal component exists and proceed accordingly. Complaints from members of the public shall include Supervisor Inquiry Investigations, which are minor complaints that are sufficiently investigated and resolved through expedited review (formerly Informal Inquiry Reports).

Internal affairs investigations shall include employee complaints of discrimination, harassment or retaliation against uniformed officers, whether investigated by the Police Department, Human Resources Department, or an outside investigator retained by the City.

Review – The CONSULTANT will review each investigation of a complaint by a member of the public and internal affairs investigation to determine thoroughness, objectivity and appropriateness of disposition.

Follow-up – After reviewing the completed investigations, the CONSULTANT will confer with the Personnel & Training Coordinator to evaluate results and discuss any suggestions for additional follow-up.

2. Taser Deployment and Other Reviews

The Department will promptly notify the CONSULTANT of all administrative use of force reports where a baton, chemical agent, TASER, less-lethal projectile, canine or firearm is used. The Department will also notify CONSULTANT when a firearm is pointed at a subject. In addition, the Department will promptly notify the CONSULTANT of all other cases where a subject's injuries require treatment beyond minor medical care in the field. Once the Department's investigation, analysis or report of such occurrence is completed, the

CONSULTANT will review the investigation for thoroughness, objectivity and appropriateness of disposition. The CONSULTANT will make any recommendations on the investigation and findings. The CONSULTANT may also make recommendations to the Police Chief regarding training and policy modifications.

The CONSULTANT will include a brief summary of CONSULTANT'S review of each such occurrence in their semi- annual report including the findings and any recommendations.

In addition to CONSULTANT's review of specific matters as set forth in paragraphs 1 and 2 above, CONSULTANT's reports shall include a statistical breakdown of the number of complaints/investigations and any developing trends.

3. Timing, Review and Publication of Reports

Department and CONSULTANT acknowledge that accountability and public trust are served by prompt, accurate and thorough Departmental investigations and CONSULTANT reviews. Department and CONSULTANT also acknowledge that the time required for investigation and review varies depending on the facts and circumstances, including availability of witnesses, investigative resources, complexity, and the existence of collateral proceedings. Department and CONSULTANT commit to use diligence and reasonable efforts to complete investigations, reviews and public reporting in a timely manner.

CONSULTANT will produce two reports during each year summarizing its findings and reporting on each investigation and disposition. Effective June 1, 2021, CONSULTANT'S reports will be published as a City Council Information Report in February and August, except upon mutual agreement where unusual circumstances require.

By December 1 for the February report, and by June 1 for the August report, CONSULTANT will transmit a Draft Report to the Department containing all matters CONSULTANT has completed since CONSULTANT'S most recent previous report. Matters that are within the report time period but are still under investigation or review shall be listed with a short description. CITY and CONSULTANT will coordinate and use reasonable efforts ensure the Draft is reviewed and finalized for publication in February and August.

CITY reviews are for the purpose of completeness, accuracy, and compliance with law and procedure. CONSULTANT will consider CITY's comments and will confer with CITY and attempt to reach a consensus. CONSULTANT will have final authority over the contents of the Final Report. If substantial issues arise with any matter, CONSULTANT shall consider pulling that matter for further work and publication in a subsequent report.

4. Meetings with the City Council

Beginning in the second half of 2021, CONSULTANT shall meet with the City Council two times per year to discuss trends in criminal justice and policing, policy and training matters, recommendations made by CONSULTANT, and other Council concerns. CONSULTANT'S conferences with Council are not for the purpose of elaborating on published reviews of specific incidents and shall not include discussion of personnel matters prohibited by law. Semi-annual conferences shall be scheduled after publication of the CONSULTANT'S report, according to availability of Council and the CONSULTANT.

Council may request that CONSULTANT conduct additional performance reviews on special topics, in light of best practices in the industry. At Council's request and direction, CONSULTANT shall prepare an estimate of time and cost, subject to approval by the Mayor and City Manager on a Task Order basis and compensated as Additional Services.

5. Compliance with State Law

CONSULTANT will ensure that each and all of CONSULTANT'S reports and public comments comply with the Public Safety Officers Procedural Bill of Rights Act ("POBR"), California Government Code 3300 *et seq.*, and California laws on peace officer personnel records, California Penal Code 832.5 *et seq.*

In furtherance of this obligation, CONSULTANT will ensure that reports and public comments do not contain specific information that would identify the involved officers either internally or externally, including names, specific identifying information, factual details, special assignments, reference to single-position assignments, or other indicators that, by themselves or collectively, are likely to lead to disclosure of an officer's identity.

6. Definitions

Sustained – There is sufficient credible evidence to believe that the subject officer committed the act charged in the allegation and thereby engaged in misconduct.

Not Sustained – The available evidence is insufficient to determine whether the officer did or did not commit misconduct.

Unfounded – There is sufficient credible evidence to believe that the subject officer did not commit the alleged act.

Exonerated – The subject officer was found to have committed the act alleged but the officer's actions were determined to be lawful and proper.

EXHIBIT "B"
SCHEDULE of PERFORMANCE

Consultant shall complete reports for calendar year 2018, and thereafter for 2019 and 2020.

In calendar year 2021, CONSULTANT shall complete two reports, for publication in approximately March and August 2021, containing all matters completed since the last published report.

In calendar year 2022, CONSULTANT shall complete two reports, for publication in approximately February and August 2022, containing all matters completed since the last published report

EXHIBIT "C-1"
SCHEDULE OF RATES

Michael Gennaco, \$215.00 per hour

Stephen Connolly, \$215.00 per hour

Certificate Of Completion

Envelope Id: 3B52BC6186634B1C9C70A5D340B5FE7A	Status: Completed
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Source Envelope:	
Document Pages: 10	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Tricia Hoover
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	Tricia.Hoover@CityofPaloAlto.org
	IP Address: 199.33.32.254

Record Tracking

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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Michael Gennaco
michael.gennaco@oirgroup.com
Principal, OIR Group
Security Level: Email, Account Authentication (None)

Signature

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Electronic Record and Signature Disclosure:
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Molly Stump
Molly.Stump@cityofpaloalto.org
City Attorney
City of Palo Alto
Security Level: Email, Account Authentication (None)

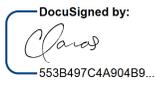
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Electronic Record and Signature Disclosure:
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Christine Paras
Christine.Paras@CityofPaloAlto.org
Asst. Director Administrative Services
City of Palo Alto
Security Level: Email, Account Authentication (None)

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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