

Request for Proposals

Law Enforcement Interactive Training Simulator System



Jaime Zarate Support Services Manager
City of East Palo Alto Police Department 141 Demeter St.
East Palo Alto, CA 94030
June 16, 2025

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1. INTRODUCTION:

The East Palo Alto Police Department is seeking proposals from qualified and experienced vendors interested in and able to provide an interactive training simulator suite including installation services, and maintenance, that will allow for the training of our employees and community partners.

The Police Department intends to award a Contract to Purchase to the firm selected as the most responsible bidder whose application conforms to the RFP and meets the City of East Palo Alto requirements.

- The City of East Palo Alto, incorporated in 1983, is the newest city in San Mateo County with a population of approximately 28,500 people. East Palo Alto is one of California's most vibrant and diverse communities located in the San Francisco Peninsula and nestled within the heart of Silicon Valley. East Palo Alto is centrally located for international travel and is a central location to major neighboring tech companies and employers. Priding itself on its unique and multi-cultural community, East Palo Alto consists of youthful, diverse, and hard-working individuals.
- The City of East Palo Alto operates under a Council/Manager form of government. Its mission is to provide responsive, respectful, and efficient public services to enhance the quality of life and safety for its multi-cultural community. The City fiscal year begins on July 1 and ends on June 30. City Hall is located at 2415 University Avenue., East Palo Alto, CA 94303.
- The City has approximately 110 full-time equivalent employees. FY 2023-24 budgeted revenues total approximately \$55 million; of which approximately \$30 million is General Fund revenue. The City maintains 35 separate funds, and provides police, public works, maintenance, community development, affordable housing, and limited community program services. Water and solid waste utilities service, public safety dispatch, vehicle-related ticket processing, information technology, and animal control services are provided through contractual agreements with other governmental or private entities.

2. TIME SCHEDULE:

It is the City's intent to follow the following process and timetable, resulting in the selection of a VENDOR. At the City's discretion, it may change the estimated dates, and the process set forth below as it deems necessary including but not limited to interviews.

City issues RFP.	June 18, 2025
Deadline for VENDORS to submit questions/clarification request in writing to City by 4:00 pm.	July 7, 2025
Deadline for City to respond to written questions to all parties receiving RFP.	July 11, 2025
Deadline for Submittal of Proposals 4:00 pm.	July 25, 2025
Award of Contract by East Palo Alto City Council	September 2, 2025
Contract start date / Tentatively	October 1, 2025

3. INSTRUCTION FOR PROPOSERS:

A. All proposals must be addressed to:

City of East Palo Alto
James Colin, City Clerk
2415 University Avenue
East Palo Alto, CA 94303
(650) 853-3127

- B. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: "Law Enforcement Interactive Training Simulator System". The name and address of the VENDORS must be shown on the face of the envelope.
- C. All proposals must be received by 4:00 pm on July 25, 2025. Proposals will not be accepted after this deadline. Three (3) copies of the proposal must be enclosed in the sealed envelope. No facsimile, electronic or telephone proposals will be accepted.
- D. Proposals should be prepared simply and economically, providing a straightforward, concise description of the provider's capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.
- E. The City Clerk or City representative will notify proposers that have been preliminarily selected near or on the date indicated in the above time schedule.
- F. Proposal Submittal (using the forms in Exhibit C):
 - A proposed outline of tasks, products, and a project schedule including the hours required to complete each task or product.
 - A proposed budget based on the above outline of task, products, and schedules.
 - Provide three (3) client references within the last five (5) years who are willing to validate VENDORS' past performance on contracts of a similar size and scope.

4. SELECTION CRITERIA AND EVALUATION PROCESS

The project's core implementation team, comprised of City staff, will be responsible for the bid evaluations. This team, in accordance with the criteria listed below, will evaluate all proposals received as specified. The City team members, in applying the major criteria to the proposals, may consider additional criteria beyond those listed.

The final selection will be the firm which, by the City's determination, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The skill and ability of entity performing the service is a key component of the selection criteria. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of City.

The City maintains the sole and exclusive right to evaluate the merits of the proposals received. The City will consider the ability, capacity, skill, character, integrity, reputation, judgement, and expertise in the award of the project. Cost will be only one factor in determining the selection, and as such, the contract might not be awarded to the lowest responsible Proposer.

The City will undertake the following evaluation process:

- The City will review and evaluate all submitted documents received in response to the RFP.
- After the submittals are evaluated and ranked, the City, at its sole discretion, may elect to interview one or more respondents. Please note that respondents may be asked to submit additional documentation and/or a product demonstration. In addition, the City reserves the right to select a proposal without conducting interviews.
- Once a proposer is selected based upon qualifications, meeting proposal criteria, and cost efficiency, staff will make a recommendation to the City Council. Final selection and authority to proceed with these services shall be at the sole discretion of the City Council.

CRITERIA	WEIGHT GIVEN
1. Responsiveness of the written proposal to the purpose and scope of service, completeness and clarity of all required information and any supplemental information provided by the VENDOR that will demonstrate the quality of services.	35 POINTS
2. Price.	40 POINTS
3. Ability, experience, financial resources, and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work, location, the character, integrity, reputation, judgment and efficiency of the VENDOR.	25 POINTS
TOTAL CRITERIA WEIGHT	100 POINTS
Each proposal will be independently evaluated on Criteria 1 through 3.	

5. TERMS AND CONDITIONS:

- A. The term of the Contract shall be for a period of three (3) years beginning October 1, 2025, and ending September 30, 2028. The contract may be extended by the City, at its sole discretion, for an additional two (2) years. The City's decision to exercise its options will be based upon satisfactory performance of "Law Enforcement Interactive Training Simulator System" equipment and services. The City reserves the right, and the VENDOR agrees to allow the City the option to renew, at the City's sole discretion, for up to one (1) additional two-year (2) period. The unit price of the Contract will be adjusted each year if the vendor requests an increase within 60 days before the anniversary date of the contract. Contractor must provide such written request with justification in support of the increase. The amount of the requested increase in the justification in an amount not to exceed the increase in the California Consumer Price Index, All Urban Consumers, as published by the United States Department of Labor, Bureau of Labor Statistics for the San Francisco-Oakland-San Jose Metropolitan Statistical Area (CPI-U).
- B. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- C. The City reserves the right to request clarification of information submitted, and to request additional information from any VENDOR.
- D. The City reserves the right to award any contract to the next most qualified VENDOR, if the successful VENDOR does not execute a contract within fifteen (15) days after the contract award.
- E. The City reserves the right to award all or a portion of the required services to more than one qualified VENDOR at the City's sole discretion.
- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A sample contract is attached as Exhibit D for informational purposes, but the City may modify this contract to suit the specific services and needs of the City. If a VENDOR has any exceptions to the terms of the sample contract, these must be submitted for consideration with the proposal. Otherwise, the VENDOR will be deemed to have accepted the form of the Agreement. The City will not consider changes to its indemnification and insurance.
- G. After preliminary selection and prior to contract award, the City will meet with the VENDOR to review procedures for invoicing, payment, reporting, if any, and monitoring contract performance.
- H. The VENDOR should expect to schedule meetings with designated City staff to review Systems performance.
- I. The City shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to this RFP.

6. COMPENSATION:

- A. Present detailed information the VENDOR'S proposed fee schedule for the specifications proposed and for any variation for the non-routine services, inclusive of San Mateo County sales tax and any other applicable governmental charges.
- B. Provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification.
- C. Payment by the City for the services will only be made after the services have been performed and accepted by authorized City representatives. The City requires that all its VENDORS have a Department of Treasury Internal Revenue Service Form W-9 on file with the City to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the City as described in Exhibit A under Repair Order. Monthly statements shall be submitted by the 30th of each month with a listing of all Repair Order Numbers, cost, and date identified. Payment will be made thirty (30) days after receipt of the monthly statement. Discount periods must be extended if the billing invoice is returned for credit or correction.

7. LICENSE REQUIREMENT:

The State of California Business license is not required for vendors performing services remotely, including meetings and presentations.

GENERAL PROVISIONS: SCOPE OF SERVICE

The following sections detail the scope of work and requirements. Please respond to all applicable requirements in your response. Any additional materials and/or documentation can be referenced and attached with your submission.

1. Simulator System

- Shall have functional VR headsets for 360-degree experience
- Shall have Sketch tool to custom build your own environment
- Shall include stereo speakers – surround sound is preferred
- Shall include a dedicated networked computer system
- Shall include first year service included in price, with an option for additional service contracts, with an extended warranty service plan available.
- Shall include a scenario playback option with analysis of shot placement
- Shall include various types of Virtual scenarios for Law Enforcement training that adhere to case law/policy and appropriate levels of force
- Shall have the ability to insert live role players into scenarios
- Shall be able to expand training environments beyond 10 people simultaneously

2. Hardware/Weapons

- Shall include Non-Tethered, Glock model 17 (Gen 5) functional weapon replicas
- Shall include Non-Tethered, TASER weapon replicas
- Shall include TASER cartridge replicas
- Include Weapon Mounted Flashlight
- Shall include Non-Tethered, OC weapons
- Shall have the option of additional weapons system platforms to include: M4/AR-15 style rifle and 12 gauge less than lethal delivery systems
- Shall have CO2 or similar recoil capabilities for applicable weapon systems
- Shall have an option for either sound or physical stimulation designed to elicit a response from the student/participant interacting with the simulator

3. Software/Courseware

- Shall include access to the maximum number of training scenarios available for the duration of the contract at no additional cost.

- Training scenarios must include topics of de-escalation, use of force and patrol encounters with people with disabilities.
- Simulator shall have multiple scenarios capable of being changed “on the fly” (multi-branching) during the actual scenario based on the officer’s/participant’s actions.
- Simulator shall also include de-escalation scenarios with instant feedback, or feedback that can be controlled by the instructor.
- Simulator shall include simulations appropriate for instruction of citizen groups and community partners.
- The Proposer shall provide a list of law enforcement agencies, and contact names, that are using the simulator system the Proposer is recommending
- The Proposer shall describe any accreditation, certification and/or industry partnerships
- The Proposer shall describe all warranties provided
- The Proposer shall provide system specifications, including simulator drawings, with proposal

4. Product Support

Technical Support

- The Proposer shall provide support for all hardware and software products included under the proposed RFP
- Prior to Final Acceptance, the Proposers’ support staff shall respond within four hours to all support calls placed during normal business hours.
- Support calls placed after normal business hours shall be responded to within four hours on the first regular business day following notification.
- Software and hardware support shall be provided under the proposed RFP with an option for an extended support Agreement
- The Proposer shall provide a toll-free number for support calls that would be available 24/7.

Upgrades/Fixes

- Functional fixes to the software shall be provided as they are released at no extra cost
- Supporting documentation reflecting modifications shall be supplied, when necessary, at no extra cost
- For as long as the Police Department maintains an active support agreement, upgrades and enhancements to the software shall be provided automatically at no additional costs.

- Supporting documentation for software reflecting upgrades and enhancements be supplied at no extra cost
- Software service packs should be available for download from the vendor's website or the product

Documentation

- The Police Department shall have full access to the simulator user manuals in hard copy and/or electronic pdf copy
- The Proposer shall provide complete hard and/or soft documentation for the simulator installation instructions, system administration and maintenance, technical reference and user manuals
- A simple step-by-step user's manual shall be provided for the end users and administrators during on-site training.

Training

- The selected Proposer shall train personnel in the use of all simulator hardware and Software
- Initial training should be conducted on-site
- Follow-up training can be provided on-site or on-line
- Course outlines for training are to be submitted with proposal
- At a minimum, required courses are as follows: System Administrator Training/Master Instructor Training – Provide training on-site for three designated personnel who will act as system administrators for the simulator system computer configuration and applications. The training shall include simulator system administration tasks, software management functions and computer security. The training shall also include file management utilities and system procedures.

Services

- The Proposer shall provide on-site installation and startup services including loading required software on the simulator system server and City workstations
- Proposer shall coordinate all services with any authorized service center

The successful VENDOR must be able to perform all installations and programming of the system and support the maintenance of all equipment relating to the operation. However, work may be subcontracted. When subcontractors are used, the VENDOR is responsible for the performance of the work including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

B. Location of Law Enforcement Interactive Training Simulator System

The address location of the for the installation is the East Palo Alto Police Department.

Exhibit A: Statement of Experience

SECTION A:

Business Name: _____ Phone #: _____ Address: _____

City: _____ State: _____ ZIP: _____

Federal Tax ID #: _____ Business License #: _____

Business Status:

____ Non-Profit Corporation

____ Corporation State of Incorporation: _____

____ General Partnership

____ Limited Partnership

____ Sole Proprietorship Other: _____

Name and title of an Officer or owner authorized to sign this proposal and any contract with the County that may result.

Name: _____ Title: _____

SECTION B

Number of years in business under present business name: _____ Other Business

Name(s): _____

Number of years under prior name if any: _____

SECTION C

Number of years of experience in providing required, equivalent, or related projects:

Exhibit B: Proposal Price

Proposer's Rate Sheet:

Proposer's Name: _____

Part #	Description	Qty	Unit Price	Extended Price
	Delivery charges/shipping (if applicable)			
	Sales tax			
	Total			\$

In the event that services go beyond the descriptive scope of this RFP, both parties should collectively determine the appropriate compensation for such services.

I have read, understood, and agreed to the terms and conditions of all contents of this RFP. The undersigned agrees to furnish the service stipulated in the RFP as stated.

SIGNATURE: _____ NAME:

_____ COMPANY: _____ ADDRESS:

TELEPHONE: DATE: EMAIL:

EXHIBIT C
Customer Reference
FORMS

1. Management information

1. including the number of years in business, and type of services provided.
2. Please provide **(3) Law Enforcement Agencies** client references within the last five years. Please identify the contact person and phone number for each.

Bidder shall have at least three (3) years of experience in the business of providing Law Enforcement Interactive Training Simulators.

Use additional sheets if necessary.

Agency Name _____
Agency Address _____
Agency Phone _____
Contact Person _____

Years of Contract _____

Agency Name _____
Agency Address _____
Agency Phone _____
Contact Person _____

Years of Contract _____

Agency Name	<hr/>
Agency Address	<hr/>
Agency Phone	<hr/>
Contact Person	<hr/>
Years of Contract	<hr/>

Exhibit D

SAMPLE ONLY

CONTRACTOR AND PROFESSIONAL SERVICES AGREEMENT

This Contractor and Professional Services Agreement ("Agreement") is made by and between the City of East Palo Alto, a municipal corporation ("City"), and [type in name], [type in the type of entity], hereinafter referred to as "Contractor", who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
2. **Payment.** City shall pay Contractor for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement.
3. **Term.** The term of this Agreement shall commence on [type in start date] and shall continue in full force and effect until [type in end date].
4. **Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
5. **Indemnification.** Contractor shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Contractor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Contractor's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City. The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.
6. **Insurance Requirements.** Contractor agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Contractor." Failure to maintain required insurance at all times shall constitute a default and material breach.

Accident Reports. Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to the City any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

7. **Conflict of Interest.** Contractor warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Contractor's family, business, real property or financial interests and the services to be provided under this Agreement. Contractor shall comply with the City of East Palo Alto Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Contractor's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Contractor shall disclose such conflict in writing to City.
8. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services pursuant to this Agreement.
9. **Licenses, Permits, Etc.** Contractor represents and warrants to City that all Contractor services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Contractor has all the permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession.
10. **Business License.** Contractor, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Contractor until such business license(s) has been obtained.
11. **Standard of Performance.** Contractor shall provide products and perform all services required pursuant to this Agreement in accordance with generally

accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Contractor's profession currently practicing in California.

Contractor is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Contractor is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor.

Contractor's responsibilities under this section shall not be delegated. Contractor shall be responsible to City for acts, errors, or omissions of Contractor's subcontractors.

12. **Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts. In the event that the Contractor is unable to meet the completion date or schedule of services, Contractor shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.
13. **Time is of the Essence.** Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.
14. **Personnel.** Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation

insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

- 15. Prevailing Wages for Public Works Projects.** For public works projects, Contractor shall comply with all provisions of California laws dealing with prevailing wages, apprentices, and hours of work. Contractor shall also comply with provisions of Labor Code section 1720 as applicable. Contractor shall maintain certified payroll records evidencing such payment of prevailing wages as required by law.
- 16. Contractor Not Agent.** Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Contractor shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.
- 17. Termination or Abandonment by City.** The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Contractor. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice. Before the date of termination, Contractor shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Contractor for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Contractor for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

- 18. Products of Consulting Services.** The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Contractor resulting from services rendered pursuant to this Agreement, shall become the property of City. Contractor agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Contractor makes no representation of the suitability of the work product for use in or application to

circumstances not contemplated by the scope of work.

19. **Cooperation by City.** City shall, to the extent reasonable and practicable, assist and cooperate with Contractor in the performance of Contractor's services hereunder.
20. **Assignment and Subcontracting.** Contractor shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Contractor shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Contractor. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Contractor to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Contractor's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

21. **Successors and Assigns.** All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.
22. **Non-Discrimination/Fair Employment Practices.** Contractor shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination and non-harassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition or physical handicap. Contractor agrees to abide by the City's Policy Against Discrimination, Harassment and Retaliation as set out in attached Exhibit D.
23. **Official Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:

Melvin E. Gaines
City Manager
City Manager's Office
2415 University Avenue
East Palo Alto, CA
94303

If to Contractor:

[insert
name]
[insert title]
[insert company name]
[insert street name and suite #, if
any] [insert city, state and zip code]

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section. Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

- 24. Integration Clause.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.
- 25. Severability Clause.** Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.
- 26. Law Governing.** This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of San Mateo County in the State of California or in the United States District Court, Northern District of California, San Francisco/Oakland Division, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- 27. Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.
- 28. Ambiguity.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.
- 29. Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- 30. Compliance with Laws.** Contractor will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

- 31. Confidentiality.** Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this Agreement as confidential and shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City records on information to any third party, other than its own employees, agents or subcontractors who have a need for the City records or information for the performance of services under this Agreement. A violation by Contractor of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Contractor agrees and acknowledges that this confidentiality provision does not limit the City's disclosure as required by law, pursuant to a subpoena, the California Public Records Act, or Order of the Court.

- 32. News and Information Release.** Contractor agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.
- 33. Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.
- 34. Authority.** The person signing this Agreement for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.
- 35. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments. Exhibit

B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

Exhibit D, entitled "Policy Against Discrimination, Harassment and Retaliation"

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

[INSERT CONTRACTOR NAME]
[INSERT TYPE OF ENTITY]

CITY OF EAST PALO ALTO,
a municipal corporation

By: _____

By: _____

[insert name]
[insert title]

Melvin E. Gaines
City Manager

DATE: _____

DATE: _____

East Palo Alto Business License No. APPROVED AS TO CONTENT:

Jeff Liu
Police Chief

APPROVED AS TO FORM:

John D. Lê City
Attorney

EXHIBIT A SCOPE OF WORK

1. Representatives.

City Representative:

[insert name
] [insert title]
[insert Department
name] 2415 University
Avenue East Palo Alto
CA 94303 [insert
telephone number] [insert
facsimile number]

Contractor's Representative:

[insert name] [insert
title]
[insert company name]
[insert street name and suite #, if any] [insert
City, state and zip code]
[insert telephone number] [insert
facsimile number]

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Contractor Representative and City's Representative.

2. Services and Schedule.

The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference and performed according to the schedule set forth therein. Contractor will complete all services by [insert date].

3. Phased Performance.

If the schedule calls for the services to be performed in phases or discrete increments, Contractor shall not proceed from one phase or increment to the next without written authorization from the City's Representative.

4. Additional Services. Additional services are those services related to the scope of Services of Contractor as set forth in Exhibit A but not anticipated at the time of execution of this Agreement ("Additional Services"). Additional Services shall be provided only when authorized by an amendment to this Agreement and approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Contractors to perform said Additional Services. Any costs incurred due to the performance of Additional Services prior to the execution of an amendment will not be reimbursed under this Agreement or an amendment. Contractor's compensation for Additional Services shall be based on the total number of hours spent on Additional

Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or

all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual agreement between City and Contractor, compensation to Contractor shall not exceed the fixed fee amount.

5. **Key Personnel.** All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.

Key personnel: [INSERT LIST OF EMPLOYEES NAMES – If the project does require assignment of specific personnel, delete "Key Personnel" section]

EXHIBIT B COMPENSATION

1. Contractor's Compensation.

A. City agrees to pay Contractor, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] [insert dollar amount in number- e.g., \$2,550.13].

Contractor shall notify City in writing no later than thirty (30) days prior to the estimated date when Contractor will have billed City the maximum payment amount permitted under this Agreement, and Contractor shall provide City with an estimate of the additional compensation required to complete the project.

2. Appropriate Billable Hourly Rates for Services and Additional Services.

Contractor's billable hourly rates shall be:

[Insert Name, Title and Hourly Rate] or

["Contractor will perform the services according to the schedule contained in Attachment [insert number] of [insert letter]."]

3. Contractor's Reimbursable Expenses.

Reimbursable Expenses shall be limited to actual reasonable expenditures of Contractor for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

4. Payments to Contractor.

A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, said payments to be made in proportion to services performed. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Contractor shall contain the following information:

1. Description of services billed under this invoice

2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Contractor for correction. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

5. Accounting Records of Contractor.

Contractor shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Contractor's direct salary costs for all Services and Additional Services performed under this Agreement and records of Contractor's Reimbursable Expenses, in accordance with generally accepted accounting practices. Contractor shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Contractor under this section shall survive this Agreement.

6. Taxes.

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Contractor hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section pursuant to the Indemnification provisions of this Agreement.

7. **Taxpayer Identification Number.** Contractor shall provide City with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

EXHIBIT C

INSURANCE REQUIREMENTS

I. TYPES OF INSURANCE

- A. **Commercial General Liability Insurance**: Contractor's General Liability insurance shall include contractual liability coverage. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-Contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000), in aggregate or Three Million Dollars (\$3,000,000) combined single limit bodily injury and property damage for each occurrence.
- B. **Automobile Liability Insurance**: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Worker's Compensation and Employer's Liability Insurance**: Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".
- D. **Professional Liability Insurance**: Contractor shall take out and maintain during the life of this Agreement a policy of professional liability insurance, protecting it against claims arising out of the acts, errors, or omissions of Contractor pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) per claim. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

II. ADDITIONAL REQUIREMENTS

- A. **Broader Insurance Coverage:** In the event that Contractor maintains broader coverage and/or higher limits than the City's minimum requirements, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance shall be called upon to protect it as a named insured.
- B. **Additional Insured Status:** The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors and volunteers shall be named as additional insureds on any such policies of comprehensive general and automobile liability insurance.
- C. **Primary and Non-Contributory Coverage:** Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers based on additional insured status shall be primary and non-contributory insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees, agents, independent contractors and volunteers have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. **Verification of Coverage:** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause).
- E. **Notice of Cancellation:** Contractor shall provide thirty (30) days' notice, in writing, to the City, at 2415 University Avenue, East Palo Alto, CA 94303, of any pending change or cancellation of the policy.
- F. **Deductibles or Self-Insured Retentions:** Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by City.
- G. **Breach:** In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

VENDOR shall procure and maintain for the duration of this Agreement, including any extensions thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the VENDOR, their agents, representatives, or employees or subcontractors.

A. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be three times the required occurrence limit.
2. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Garage Liability coverage for Garage Operations with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence. If the insurance includes a general aggregate limit, that limit apply separately to this Agreement or shall be at least three times the required per occurrence limit.
5. Garage keeper's Legal Liability with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this Agreement or shall be at least three times the required per occurrence limit.

B. Deductible and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City's Risk Manager. If the deductibles or self-insured retention limit is unacceptable to the City Attorney, at his or her option, the insurer shall either reduce or eliminate such deductibles or self-insured retention as respects the City of East Palo Alto, its officers, officials, employees, and volunteers; or the VENDOR shall procure a bond

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

1. The City of East Palo Alto, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects; liability, including defense costs, arising out of activities performed by or on behalf of the VENDOR; products and completed operations of the VENDOR; premises owned, occupied or used by the VENDOR; or automobiles owned, leased hired or borrowed by the VENDOR. The coverage shall contain no special limitations on the scope of protection afforded to the City of East Palo Alto, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

2. For any claims related to this project, VENDORS's insurance coverage shall be primary insurance as respects the City of East Palo Alto, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of East Palo Alto, its officers, officials, employees, agents or volunteers shall be excess of the VENDOR's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

4. The VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

D. Acceptably of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

E. Verification of Coverage

VENDOR shall furnish the City with original certificates of insurance for all insurances required by this Agreement and endorsements affecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time. All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the City Attorney:

City of East Palo Alto Attn.:
City Attorney 2415
University Ave.
East Palo Alto, CA 943030

F. Subcontractors

VENDOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

A. Payment Withhold

City will withhold payments to VENDOR if the certificates of insurance and endorsements required above are canceled or VENDOR otherwise ceases to be insured as required herein.

EXHIBIT D

CITY OF EAST PALO ALTO'S POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

EFFECTIVE DATE: 12/21/2004

REVISED DATE: 1/12/07

ADOPTED BY CITY COUNCIL: 12/21/2004

I. PURPOSES

The purposes of this policy are to emphasize the City's commitment to keeping its workplace free of harassment, discrimination and retaliation, to define and provide examples of the conduct that is prohibited, to summarize the respective responsibilities for preventing, reporting, investigating, and responding to violations and to give clear warning of the serious consequences that violators will face.

A copy of this policy shall be provided to all persons who are subject to it, and shall be posted on City bulletin boards in all City facilities.

II. POLICY

All of the following are prohibited by this Policy:

- Discrimination or harassment in any aspect of City employment based on any legally protected characteristic or status, including sex, gender, sexual orientation, race, color, national origin, language, ancestry, religion, age, marital status, domestic partner, physical disability, mental disability, or medical condition.
- Retaliation for opposing, filing a complaint about, or participating in an investigation of, any such harassment or discrimination.
- Aiding, abetting, inciting, compelling, or coercing or any such discrimination, harassment or retaliation, or attempting to do so.

The City will take all reasonable steps necessary to prevent such misconduct from occurring, and to remedy and punish any occurrence. Any City employee, Council member, member of any advisory body, including any Commissioner, Committee member, or Board member found having engaged in any such misconduct will be subject to disciplinary action up to and including termination or censure or removal and will be deemed to have acted outside the course and scope of his or her employment.

This policy applies to all City employees, volunteers, interns, vendors, and contractors as well as to all applicants for City positions.

The policy shall not be interpreted or applied in any manner that would be inconsistent with any applicable State or Federal law or regulation, or increase the legal liability of the City.

III. DESCRIPTION AND EXAMPLES OF PROHIBITED HARASSMENT

Harassment on the basis of sex is unlawful, and is prohibited by this policy. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- An individual's submission to such conduct is made explicitly or implicitly, a term or condition of that individual's employment; or,
- An individual's submission to or rejection of such conducts is used as the basis for an employment decision affecting that individual; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, abusive, or offensive work environment.

Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator's hostility towards the victim's gender, or towards the victim's nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, or a related condition. A harasser may be either male or female, and the victim may either be the same sex or the opposite sex. Even a person who is not the intended target of harassment may be harassed by it if he or she witnesses it.

Sexual harassment may be verbal, visual, or physical. For example:

- Verbal harassment may consist of derogatory, threatening, or intimidating comments, epithets, slurs or jokes; references to gender, physical appearance, attire, sexual prowess, marital status, or pregnancy; or sexual advances, propositions, or demands.
- Visual harassment may consist of displaying or circulating derogatory or offensive posters, cartoons, drawings, photographs, pin-ups, computer images, or electronic media transmissions.
- Physical harassment may consist of assault, battery, or unwelcome, unnecessary and offensive touching (kissing, hugging, patting, rubbing, pinching, brushing against), staring, leering, gesturing, whistling or making noises, impeding or blocking movement, or physical interfering with normal work or movement.

In addition to prohibiting harassment based on sex or gender, this policy also prohibits harassment based on sexual orientation, or upon any other legal protected characteristic or status, such as race, religion, creed, color, national origin, language, ancestry, physical disability, mental disability, medical condition, marital status, domestic partner, or age.

Harassment on the basis of such factors is subject to the principles applicable to sexual harassment, as stated above.

IV.REPORTING DISCRIMINATION, HARASSMENT OR RETALIATION

Any City employee, volunteer, intern, vendor, contractor, or applicant who becomes aware of any discrimination, harassment or retaliation prohibited by this policy shall report it immediately to their immediate supervisor, or higher ranking supervisor, or the Assistant City Manager. Under no circumstances shall such a report be required or expected to be made to the person who engaged in the misconduct that is subject to this report.

The responsibility to report conduct prohibited by this policy arises even if the conduct is directed toward someone else and even if the person toward whom it is directed does not want it reported.

Reports may be made orally or in writing, free of requirements as to form.

Because reports of conduct prohibited by this policy will be treated as serious charges, the making of a deliberately false report, or a report made with reckless disregard for its truth or falsity, may subject the maker to disciplinary action.

V.INVESTIGATION AND RESOLUTION

The City of East Palo Alto will investigate all reported violations of this policy. All employees, volunteers, interns, vendors and contractors, members of the City Council, or members of a City advisory body shall cooperate with any such investigation.

Any supervisor, manager department head, member of the City Council, or member of a City advisory body who receives a report of, or who becomes aware of, conduct prohibited by this policy shall promptly report it to the Personnel Officer. Upon receiving the report, the Personnel Officer shall direct any report that accuses a City Council member or appointee to the City Council for investigation and resolution. The City Council shall delegate the responsibility to conduct a prompt, full, and fair investigation to the qualified private investigator. Upon receiving a report regarding a non-City Council member or appointee, the Personnel Officer shall conduct a prompt, full, and fair investigation, or delegate that responsibility to a qualified City employee or private investigator. The person performing the investigation shall:

- Interview the complainant, the accused, and any other person the investigator believe to have knowledge relevant to the charges;
- Gather and review any documentary, electronic, or physical evidence relevant to the charges;
- Consult with legal counsel as needed;
- Determine whether the charges can or cannot be substantiated; and
- Develop recommendations for appropriate remedial and/or disciplinary action, if any.

VI. OUTSIDE ADMINISTRATIVE AGENCIES

In addition to the remedies described in this Policy, the U.S. Equal Employment Commission and the California Department of Fair Employment and Housing provide administrative complaint and investigation processes as to harassment, discrimination or retaliation on the basis of a protected status. The toll free telephone number for such office is listed below:

California Department of Fair Employment and Housing 1.800.233.3212
U.S. Equal Employment Opportunity Commission 1.800.669.4000