

CONTRACT FOR PROFESSIONAL SERVICES

Investigative Services Agreement

THIS AGREEMENT is executed this ²⁶~~15~~ day of August, 2016 by and between the CITY OF MONTEREY, a municipal corporation, hereinafter called "City", and Paragon Investigative Services hereinafter called "Consultant".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Scope. Consultant hereby agrees to provide to the City of Monterey, as the scope of services under this Agreement, the following services: fact finding/investigative services as further described on the following attachments: Scope of Services (attached hereto as Exhibit "A"). In case of any conflicting terms it is the express intent of the parties hereto that the order of precedence and controlling language shall be as follows: No. 1 this Agreement; No. 2 Contractor's Scope of Services (Exhibit "A").

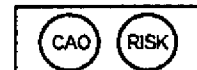
2. Timely Work. Consultant shall perform all tasks in a timely fashion, as set forth more specifically in paragraph 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or may agree in writing with Consultant to an extension of time.

3. Term. The work under this Agreement shall commence September 1, 2016 and shall be completed by August 31, 2017. This contract may be extended for an additional four (4) one-year terms by written mutual agreement of the parties. Any such written agreement between the parties exercising an option to extend must be entered into prior to the expiration date of the contract.

4. Compensation. City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee plus expenses as set forth in Consultant's Scope of Services (Exhibit "A"), in a total amount not to exceed Thirty-Nine Thousand Nine Hundred and Ninety -Nine Dollars (\$39,999.00). Compensation under this Agreement shall become due and payable 30 days after City's approval of Consultant's submission of a written invoice to the Monterey Police Department. Written invoices shall clearly show the account numbers for each project and shall include a copy of timesheets or invoices from sub-consultants. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.

5. Additional Services. In the event that City should request additional services not covered by the terms of this Agreement, said services will be provided by Consultant and paid for by City only after a fee for said services has been agreed upon between Consultant and City project manager and the project manager provides written authorization for the additional work.

6. Staffing Plan. Consultant shall provide City with the names of the key professional personnel assigned to perform the services under this Agreement as well as a general description of the services they will be assigned to perform in Exhibit "B" *Consultant's Staffing Plan*. The plan shall also identify the names and contact information of Consultant's representative(s) authorized to act on their behalf with respect to this Agreement.



7. Subconsultant Plan. If Consultant intends to utilize the services of any subconsultants to perform the services under this Agreement, the names of those subconsultants and a general description of the services they will be assigned to perform shall be attached hereto as Exhibit "C" *Subconsultant Plan*.

8. Meet and Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.

9. Indemnification. Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City of Monterey), indemnify and hold harmless the City of Monterey and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence, or willful misconduct of such Indemnitee.

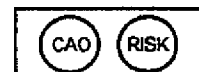
Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, contractors, representatives, patrons, guests or invitees.

Consultant further agrees to indemnify City for damage to or loss of City of Monterey property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

11. Insurance. Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance including but not limited to premises, personal injuries, bodily injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Automobile liability insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$500,000 per occurrence.



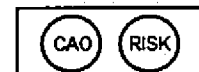
Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence for employer's liability.

Other Insurance Requirements

- A. All insurance required under this Agreement must be written by an insurance company either:
- admitted to do business in California with a current A.M. Best rating of no less than A:VI;
 - or
 - an insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- B. Each insurance policy required by this agreement shall be endorsed to state that City of Monterey shall be given notice in writing at least thirty days in advance of any cancellation thereof, except 10-day notice for nonpayment of the premium.
- C. The general liability and auto policies shall:
- Provide an endorsement naming the City of Monterey, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 or ISO 20 37 07 04 or their equivalent.
 - Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the City.
 - Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- D. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- E. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under



the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.

- F. Any deductibles or self-insured retentions must be declared to and approved by the City of Monterey. At the option of the City of Monterey, either: the insured shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Monterey, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City of Monterey guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. Ownership of Work and Copyrights. Upon completion of the work under this Agreement, ownership, title and copyrights to all materials and deliverables produced as part of this Agreement will automatically be vested in the City and no further agreement will be necessary to transfer ownership to City.

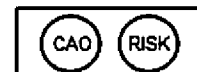
13. Licensing - Standard of Care. Consultant represents as follows: that it is experienced in the professional services and a specialist in the work performed under this Agreement; is duly organized, existing and in good standing under applicable state law; and is properly licensed and/or certified to perform the work specified under this Agreement, including but not limited to possession of a current City business license, and will only employ persons and subconsultants with all required licenses and certifications.

14. Substitution of Consultant Personnel. The key personnel of Consultant or any subconsultants listed in Consultant's proposal or in *Consultant's Staffing Plan* and *Subconsultant Plan* (Exhibits B and C hereto) and assigned to perform the work under this Agreement may not be substituted with or replaced by other personnel or subconsultants without the advance written consent of City. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall replace the individual with a qualified individual acceptable to the City.

15. Non-Discrimination. No discrimination shall be made by Consultant or any subconsultant in the hiring and employment of persons for the work under this Agreement or any other City project because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Every person in violation of this section is subject to the penalties in accordance with the provisions of Section 1735 of the Labor Code.

16. Termination. City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

17. Agency. In performing the services specified under this Agreement, Consultant is hereby deemed to be an independent Consultant and not an agent or employee of City.



18. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of this Agreement will be effective only if it is in writing signed by both parties hereto.

19. Validity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

20. Assignment of Interest. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which City may terminate this Agreement and be entitled to damages.

21. Conflict of Interest. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement. Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

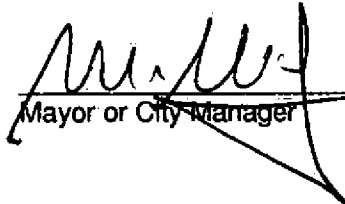
22. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

23. Laws. Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

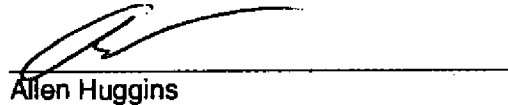
IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

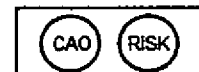
PARAGON INVESTIGATIVE SERVICES



Mayor or City Manager



Allen Huggins



PARAGON INVESTIGATIVE SERVICES

Thorough, Accurate and Confidential Personnel Investigations

City of Monterey (CITY) desires PARAGON INVESTIGATIVE SERVICES (CONTRACTOR) to conduct investigations for the CITY. CONTRACTOR agrees to conduct a fact-finding investigation/audit related to internal investigations, use of force, and other investigative/consulting services as directed by the Chief of Police. CONTRACTOR will report the findings to a person designated by the CITY.

In order to avoid allegations of bias or influenced investigation/audit, the CONTRACTOR shall not provide recommendations regarding potential actions resulting from the investigation. Allen Huggins, the Owner/Manager of Paragon Investigative Services shall conduct the investigation, unless CITY is otherwise notified. The CONTRACTOR is an independent CONTRACTOR and is not considered an employee and is not entitled to Worker's Compensation benefits or any benefits afforded to the CITY or the CITY's employees.

CONTRACTOR shall not provide any information to the news media regarding any investigation the CONTRACTOR conducts on behalf of CITY.

The investigation is limited to the specific Scope of Services (Exhibit "A"). Other issues that may arise during the investigation shall be brought to the attention of the CITY. The preliminary Scope of the Services shall not be exceeded without written authorization from the CITY.

SCOPE OF SERVICES

CONTRACTOR will conduct a fact-finding investigation/audit related to internal investigations, use of force, and/or other investigative/consulting services as directed by the Chief of Police and report the findings to a person designated by the CITY.

CONTRACTOR SHALL (At the discretion of the CONTRACTOR and depending on the investigation):

- Meet with CITY and or CITY officials to finalize the Scope of Service for each investigation. The revised Scope of Service shall be defined in writing.
- Obtain verbal complaints or written statements from persons involved or have an interest in the outcome of the investigation, if deemed relevant.
- Obtain all relevant documents including: written statements of witnesses and reports submitted by others;
- Obtain copies of the CITY'S Code of Ethics, Employee Handbook, Education Code, Contracts, Manuals and Orders relevant to the investigation (If such documents exist);

Paragon Investigative Services - Allen Huggins, Owner / Manager
www.paragoninvestigativesvcs.com / paragoninvestigativeservices@gmail.com



- Interview all persons relevant to the investigation, if necessary to complete a thorough and accurate investigation;
- Interview other witnesses revealed from the above interviews, if necessary to complete a thorough and accurate investigation;
- Interview the subjects of the investigation, if necessary to complete a thorough and accurate investigation;
- Assess the credibility of any persons interviewed;
- Digitally record and transcribe all interviews, when possible and appropriate;
- Provide copies of those recordings to CITY for transcription or have them transcribed at the request of CITY at CITY's cost.
- Periodically communicate with the designated contact person(s) with updates/progress and other important issues;
- Conduct additional interviews and collect other relevant documents if necessary;
- Prepare and submit a fact-finding report.

The CONTRACTOR shall submit a comprehensive written report. The report will provide an executive summary of the findings, a discussion of the evidence obtained, how credibility issues were resolved and detailed findings of the investigation, if applicable. The findings are limited to the points set forth above in the section entitled "Scope of Services." The CONTRACTOR is an independent contractor and shall not reach any legal conclusions, or speculate regarding the legal significance of any claim or defense, or make recommendations for discipline. The CITY is solely responsible for providing the legal analysis and advice necessary to respond to the audit report.

Fees:

The fee for CONTRACTOR'S service is \$75 per hour plus expenses. In the event the CONTRACTOR is required (by any party in this matter) to provide testimony at a post- investigation hearing; deposition; or trial, the fee is \$75 per hour (four hours minimum) plus expenses. CITY may place the CONTRACTOR "on call" for a trial, deposition or hearing. In that event, the CONTRACTOR shall be compensated for four (4) hours per day at \$75 per hour for each of the days the investigator is directed to be "on call". CITY shall be invoiced on a monthly basis for all services provided by the CONTRACTOR.

Note: Prior to actually conducting the investigation it is impossible to determine the actual cost of the investigation.

All invoices shall document all time, expenses, and costs associated with the investigation.

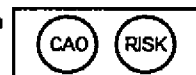


EXHIBIT "B"



PARAGON INVESTIGATIVE SERVICES

Thorough, Accurate, and Confidential, Personnel Investigations

Staffing Plan

As the sole proprietor of Paragon Investigative Services, I (Allen Huggins) will perform all of the work on the investigations, except for the transcriptions. See the Subcontractor plan (Exhibit C) for more details.

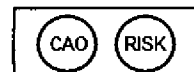


EXHIBIT "C"



PARAGON INVESTIGATIVE SERVICES

Thorough, Accurate, and Confidential, Personnel Investigations

Subconsultant Plan

For the transcriptions of the interviews, Paragon Investigative Services uses the following company:

TNT Transcription
Antoinette Fansler - Owner
1611 Arapahoe Circle
Bishop, CA 93514
www.tnttranscription.com

No other subconsultants are used for the investigations.

