




Amendment No. 4  
to  
Contract No. PA180000036  
for  
Evidence - Based Policing  
between  
Renee Jean Mitchell  
and the  
City of Austin, Texas

- 1.0 The City hereby adds and exercises an additional contract extension option for a twelve (12) month period. This extension option will be effective October 1, 2021 to September 30, 2022.
- 2.0 The total Contract amount remains unchanged during this period. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/18/2018-09/30/2018	\$25,000.00	\$25,000.00
Amendment No.:1 Option 1 10/01/2018 – 09/30/2019	\$25,000.00	\$50,000.00
Amendment No.:2 Add & Exercise Contract Extension 10/01/2019 – 9/30/2020	\$0.00	\$50,000.00
Amendment No.:3 Add & Exercise Contract Extension 10/01/2020 – 9/30/2021	\$0.00	\$50,000.00
Amendment No.:4 Add & Exercise Contract Extension 10/01/2021 – 9/30/2022	\$0.00	\$50,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Sign/Date:   
Authorized Representative

Renee Jean Mitchell  
4022 Mendes Ct.

8617 COLD SPRINGS RD  
RALEIGH NC 27615

Sign/Date: Bridney Stewart Digitally signed by Bridney  
Stewart  
Date: 2021.02.23 11:00:40 -06'00'  
Bridney Stewart, Procurement Specialist III

City of Austin Purchasing Office



Amendment No. 3  
to  
Contract No. PA180000036  
for  
Evidence - Based Policing  
between  
Renee Jean Mitchell  
and the  
City of Austin, Texas

1.0 The City hereby adds and exercises an additional contract extension option for a twelve (12) month period effective as of September 30, 2020.

2.0 The total Contract amount is recapped below:

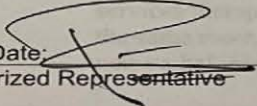
Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/18/2018-09/30/2018	\$25,000.00	\$25,000.00
Amendment No.:1 Option 1 10/01/2018 – 09/30/2019	\$25,000.00	\$50,000.00
Amendment No.:2 Add & Exercise Contract Extension 09/30/2019 – 9/30/2020	\$0.00	\$50,000.00
Amendment No.:3 Add & Exercise Contract Extension 09/30/2020 – 9/30/2021	\$0.00	\$50,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Sign/Date:   
Authorized Representative

Renee Jean Mitchell  
1622 Mendes Ct.  
Folsom, CA 95630

Sign/Date: **Bridney Stewart**  
Bridney Stewart, Procurement Specialist II

City of Austin Purchasing Office





Amendment No. 2  
to  
Contract No. PA180000036  
for  
Evidence - Based Policing  
between  
Renee Jean Mitchell  
and the  
City of Austin, Texas

1.0 The City hereby adds and exercises an additional contract extension option for a twelve (12) month period effective as of September 30, 2019.

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/18/2018-09/30/2018	\$25,000.00	\$25,000.00
Amendment No.:1 Option 1 10/01/2018 – 09/30/2019	\$25,000.00	\$50,000.00
Amendment No.:2 Add & Exercise Contract Extension 09/30/2019 – 9/30/2020	\$0.00	\$50,000.00

3.0 MBE/WBE goals were not established for this contract.


4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Sign/Date:   
Authorized Representative

Renee Jean Mitchell  
1622 Mendes Ct.  
Folsom, CA 95630

Sign/Date:  3/24/19  
Bridget Stewart, Procurement Specialist II

City of Austin Purchasing Office




Amendment No. 1  
of  
Contract No. PA180000036  
for  
Evidence-Based Policing  
between  
Renee Jean Mitchell  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. The extension option will be effective October 1, 2018 to September 30, 2019. Zero options remain.
- 2.0 The total Contract amount is increased by \$25,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: 06/18/2018 – 09/30/2018	\$25,000.00	\$25,000.00
Amendment No. 1: Option 1 10/01/2018 – 09/30/2019	\$25,000.00	\$50,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:   
Authorized Representative

Renee Jean Mitchell  
1622 Mendes Ct.,  
Folsom, CA 95630

Signature:  9-18-18  
Cindy Reyes, Contract Management Specialist III

City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
Renee Jean Mitchell  
For  
Evidence-Based Policing  
MA 8700 PA180000036**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Renee Jean Mitchell ("Contractor"), having offices at 1622 Mendes Ct., Folsom, CA 95630.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Renee Mitchell, Phone: (916) 628-4055, Email Address: [Renee.Mitchell@fulbrightmail.org](mailto:Renee.Mitchell@fulbrightmail.org). The City's Contract Manager for the engagement shall be Assistant Police Chief Troy Gay, Phone: (512) 974-5030, Email Address: [Troy.Gay@austintexas.gov](mailto:Troy.Gay@austintexas.gov). The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK**

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform the tasks outlined in the Scope of Work, Exhibit A, and Exhibit B. Modules listed in Exhibit A shall be worked on in chronological order, one at a time. The City must approve the work completed for each module before the Contractor can move to the next module. If the City requires any modifications or the module to be reworked, the City will not pay for the rework.

**SECTION 3. COMPENSATION**

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$25,000 for the initial term, and \$25,000 for the extension option, for a total contract amount not-to-exceed \$50,000 for all fees and expenses.

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed or emailed to the below address:

	City of Austin
Department	Austin Police Department
Attn:	Accounts Payable
Address	P.O. Box 1629
City, State, Zip Code	Austin, TX 78767
Email	<a href="mailto:APDAccountsPayable@austintexas.gov">APDAccountsPayable@austintexas.gov</a>

3.2.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

### 3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

**3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation

to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

**3.5 Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

**3.5.1 Administrative.** The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

**3.5.2 Travel Expenses.** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

**3.6 Final Payment and Close-Out.**

**3.6.1** The making and acceptance of final payment will constitute:

**3.6.1.1** a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

**3.6.1.2** a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

## **SECTION 4. TERM AND TERMINATION**

**4.1 Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of three (3) months. The Contract may be extended beyond the initial term for up to one (1) additional twelve (12) month periods subject to the approval of the City and the Contractor.

**4.1.1** Upon expiration of the contract, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

**4.2 Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**4.3 Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

**4.4 Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance



issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

**4.5 Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

**4.6 Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 5. OTHER DELIVERABLES**

**5.1 Insurance:** Waived.

**5.1 Equal Opportunity.**

**5.2.1 Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

**5.1.2 Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

**5.2 Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

**5.3 Delays.**

**5.4.1** The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

**5.3.2** Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion,



labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.4 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.5.1 **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.4.2 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

5.4.3 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.5 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.6 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 6. WARRANTIES**

### **6.1 Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

## **SECTION 7. MISCELLANEOUS**

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

### **7.2 Workforce.**

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and

environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**7.4 Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6 reorganization, reduction and/or relocation in key personnel;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

## **7.5 Audits and Records.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

**7.6 Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is

determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

## **7.7 Indemnity.**

### **7.7.1 Definitions:**

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**7.8 Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

**7.9 Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Erin D'Vincent

P.O. Box 1088

Austin, TX 78767

To the Contractor:

Renee Jean Mitchell

1622 Mendes Ct.

Folsom, CA 95630

**7.10 Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use,



disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 **Subcontractors.**

7.21.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.21.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.21.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.21.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.21.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable

the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.21.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.21.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.21.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.21.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.24 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.26 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.27 **Incorporation of Documents. Section 0100, Standard Purchase Definitions,** is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:

[https://assets.austintexas.gov/purchase/downloads/standard\\_purchase\\_definitions.pdf](https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf)

7.28 **Order of Precedence.** The Contract includes, without limitation, , the Offer submitted in response to the City, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions, Scope of Work, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.28.1 any exceptions to the Offer accepted in writing by the City;

7.28.2 the Supplemental Purchase Terms and Conditions;

7.28.3 the Standard Purchase Terms and Conditions;

7.28.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.



In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

Renee Jean Mitchell

By: \_\_\_\_\_

Signature

Name: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF AUSTIN

By: \_\_\_\_\_

Signature

Name: Erin D'Vincent

Printed Name

Title: Procurement Specialist IV

Date: \_\_\_\_\_

### List of Exhibits & Documents

Document	Scope of Work
Exhibit A	Modules and Payment Amounts
Exhibit B	General Consulting Services
Exhibit C	General Pricing Summary
Exhibit D	Non-Discrimination Certification, Section 0800

## **Scope of Work**

### **Description: Evidence Based Policing Training and Consulting Services**

#### **1.0 Purpose**

The purpose of this contract is to provide the Austin Police Department (APD) with the necessary training, resources, tools and assistance to develop and implement an evidence based and community focused approach to policing. Evidence Based Policing (EBP) is of interest to APD because it emphasizes the use of evidentiary support for actions and decisions made by law enforcement. This training will provide staff with basic knowledge regarding EBP and offer a different approach to preventing and solving crime.

#### **2.0 Contractor's Obligations:**

The Contractor shall fully and timely provide all deliverables described herein and in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules and regulations. Contractor's Offer shall include estimated cost for travel and associated expenses.

#### **3.0 Term:**

This contract shall become effective on the date executed by the City (Effective Date) and shall remain in effect through September 30, 2018. This contract may be extended thereafter for up to one additional twelve (12) month option through September 30, 2019 subject to the approval of the Contractor and the City.

#### **4.0 Tasks/Requirements**

##### **4.1 Contractor's Responsibilities:**

In order to accomplish the work described here, the Contractor shall perform each of the following tasks.

- A. Provide instructor led web-based training for 12 (twelve) 1 – 2 hour sessions by September 30, 2019. The Contract Manager or designee will schedule and coordinate each session.
  - a. Contractor shall design and present each training session via an Internet forum (i.e. Adobe Connect, etc.).
  - b. Contractor shall work in conjunction with the Contract Manager or designee to prepare the course curriculum. Curriculum shall cover topics presented in Exhibit A (EBP Training Outline for Analysts).
  - c. Contractor shall design one training module at a time.
  - d. Contractor shall obtain Contract Manager or designee approval of each training module prior to designing the next module.
  - e. Contractor shall ensure participants can access audio through the Internet forum and/or over the telephone.
  - f. Contractor shall ensure participants have the ability to ask questions during each session over the telephone or by typing in questions through an online "chat" feature.
  - g. Contractor shall provide first session on or before July 18, 2018.
  - h. Goals for each session shall include:
    - i. Develop strategies for instituting EBP practices in respective areas
    - ii. Understand EBP practices that work, don't work, and which ones look promising
    - iii. Understand the difference between weak and strong research methodologies
    - iv. Understand when to evaluate crime reduction practices and when to apply an EBP practice without evaluation
    - v. Understand why comparison groups are important
    - vi. Explore assumptions about crime and why crime occurs

- vii. Explore assumptions about crime prevention techniques, best practices, and how to frame questions for the rapid response meetings to facilitate critical thinking and problem-solving
  - viii. Align the Commander's vision of EBP implementation with the crime analyst's products, using the current data and EPB tools to design an EBP approach to crime and harm reduction
  - ix. Develop competencies surrounding EBP practices
    - x. Understand what evidence-based policing is and its importance
    - xi. Understand how weak evaluations impact the public and the police
    - xii. Understand the difference between weak and strong research
  - xiii. Discuss the responsibility of the police to reduce crime, harm, and improve perceptions of the police
  - xiv. Understand and be able to manipulate the different EBP tools (Matrix, crimesolutions.gov, UK Whatworks tool, and the EBP phone app)
  - xv. Understand the difference between descriptive and inferential statistics
  - xvi. Understand what the crime maps, data, and surveys say about crime problems in their areas
  - xvii. Develop ideas about how to address a crime problem
  - xviii. Develop strategies for implementation including the responsibilities of Sergeants, Officers, and DRs
  - xix. Develop an analytical strategy to determine the success of an intervention
  - xx. Develop metrics to measure success
- B. Provide 2 (two) two-day site visits per year to conduct EBP program evaluation, on-site training and coaching for designated APD staff. Goals for the site visit shall include:
- a. Evaluation of the application of EBP practices in the Department
  - b. Evaluation of performance metrics being tracked
  - c. On-site coaching
  - d. One-on-one with participants to respond to unanswered questions from previous trainings
  - e. Refresher or advanced training for peer advisors or EBP committee
- C. Provide consulting services via phone conference for items including but not limited to topics in Exhibit B General Consulting on Demand. Sessions will be scheduled and coordinated through the Contract Manager or designee.

#### **4.2 City's Responsibilities:**

In order to accomplish the work described here, APD will perform each of the following tasks:

- A. Review and approve the EBP training course curriculum designed in conjunction with the Contractor or designee.
- B. Review and approve the design and contents of each training module separately.
- C. Provide Adobe Connect access to the Contractor to conduct web-based training.
- D. Provide written notice to Contractor 2 (two) calendar days prior to the scheduled training session to cancel or reschedule a confirmed session.
- E. Prepare customized materials including a course outline or agenda for an estimated class size of 20-30 participants per session.
- F. Develop a 5 to 10 question application assessment of information presented in each session and administer the assessment to participants after the completion of each session.
- G. Schedule and coordinate general consulting services with Contractor through the Contract Manager or designee.
- H. Develop a survey for distribution to all participants regarding at minimum the training

curriculum, instructor abilities, overall training process and additional comments.

5.0 **Deliverables/Milestones**

<b>Deliverables/Milestones</b>	<b>Description</b>	<b>Timeline (due/completion date, reference date, or frequency)</b>	<b>Performance Measure/ Acceptance Criteria</b>	<b>Contract Reference/ Section</b>
Copy of approved course curriculum	The Contractor shall design, in conjunction with APD, a course curriculum to be reviewed and approved by the Contract Manager or designee.	Upon contract execution and as revisions are made	City approval of deliverable	4.2.A



## Exhibit A

EBP Training Outline for Analysts

Module	Topic	Details	Practical exercise	Month	Length	Payment Amount
One	Critical thinking	Issues of bias	Example: Is our apartment complex choice objective?	TBD	1 hour	\$1,000
Two	Research methodology	Defining and understanding variables - Dependent (DV) and independent (IV)	What are the Ivs in our apartment scenario and what DV are they influencing?	TBD	1 hour	\$1,000
		Project design - types, how to choose, design strengths and weaknesses, who does what/when/how often and for how long	What will work for our apartment complex study?			
		Literature review and assessment - Walk through the Playbook, Matrix and Case of Place form in addition to the other resources. And what does the research show about apartment complex crime and solutions?	What does the research show about apartment complex crime and solutions?			
Three	What/How to measure	How much data is needed, is access and quantity realistic?	What data can we collect about this apartment complex?	TBD	1 hour	\$1,000
		Outcomes v outputs	What do these look like for our apartment complex scenario?			
	Surveys	The use and role of surveys, pros and cons, logistics	Can we survey residents, employees at the apartment complex? What would the value be?			
Four	Control groups	How to develop - size, similarity, confounding factors	What other apartment complexes are comparable?	TBD	1 hour	\$1,000
	Identifying internal and external resources	Other city agencies, data sources	Who besides Patrol can help with this apartment complex?			
Five	Data analysis	Stats, evaluation, casual v correlational	What does our data tell us about the apartment complex and the impact of our initiative?	TBD	1 hour	\$1,000
Six	Presenting findings and	Translating/presenting the options, recommendations, and results	What does our recommendation report look like for this apartment complex? Or the final evaluation? Who is the audience for this?	TBD	1 hour	\$1,000
Seven	EBP assignment present	Development of EBP study as homework assignment, this could be compiled at each step in the learning process and then assembled into one plan by the end of the course	Goal is to have a study designed which could be implemented within the agency with minimal cost	TBD	2 hour	\$1,000
Eight	TBD					
Nine	TBD					
Ten	TBD					
Eleven	TBD					
Twelve	TBD					
TBD	Periodic sessions to discuss ongoing projects, issues, questions etc	Phone Coaching with a training facilitator from Research & Planning with Approval from				

### Training Support

Practical exercise example/study to be developed by APD analysts

Evaluation form to be developed by APD analyst

Supplemental training materials, e.g. short videos, quiz questions to be provided by APD analysts if needed

APD analyst and/or supervisors to assist in curriculum review, Powerpoint design, materials review.

## **Exhibit B**

### **General Consulting on Demand**

#### **Scope of Available Services**

- **Training:**
  - CommunityStat training for command staff
  - EBP training for lieutenants
  - EBP Video modules for Sergeants and Officers
  - Team training for rapid response meetings
  - Train specific personnel as train-the-trainer teams
  - Train specific personnel on proper evaluation techniques
- **Curriculum:**
  - Create EBP training/research manual
  - Create video modules/podcasts/online learning that supports the EBP manual
  - Create CommunityStat manual
- **Research:**
  - Research community/organizational issues and provide best evidence-based solutions
- **Evaluation:**
  - Assist with evaluation of police interventions
  - Assist with evaluation of racial profiling compliance
- **Coaching:**
  - Provide one-on-one tailored assistance with EBP problem-solving
- **Partnership:**
  - Assist with finding research/academic partners to assist APD with specific police issues
- **Grant writing:**
  - Assist with grant writing and research proposals
- **General:**
  - Provide general assistance with the development of an evidence-based community-focused approach to policing in the manner APD deems necessary for the organization.

## **Exhibit C**

### **Pricing Summary**

Instructor led web-based training - \$1,000 per module

General Consulting on Demand - \$275 per hour

Site visit to Austin for EBP program evaluation, on-site training and coaching - \$3,000 per day

**City of Austin, Texas**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation



of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 20<sup>th</sup> day of FEBRUARY, 2018

CONTRACTOR  
Authorized  
Signature

Title

RENÉE MITCHELL  
DOCTOR



## City of Austin Purchasing Office

### Certificate of Exemption for Professional Services, Public Health and Safety or Other Exempt Purchase (Non-Competitive)

DATE: 6/5/2018

DEPT: Police

TO: Purchasing Officer or Designee

FROM: Dan Dellemonache

PURCHASING POC:

PHONE: 512-974-5057

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure unless the expenditure falls within an exemption listed in Section 252.022.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

The City has selected a vendor for contract award and declares the competitive solicitation procedures in Local Government Code Chapter 252.022 to be exempt for this procurement. This Certificate of Exemption is hereby executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

Please check the criteria listed below that applies to this request:

- ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.
- ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- ☒ A procurement of personal, professional, or planning services
- ☐ Other exemption from Chapter 252.022: \_\_\_\_\_

## 2. Describe this procurement

- What it is for and why it is needed?
- Describe the following (as applicable):
  - **For Public Calamity, Public Health and Safety, Unforeseen Damage to Public Machinery or Equipment, or Critical Business Need Exemptions:**
    - Provide description of the event leading to the procurement and a business justification for this purchase.
    - What would be the impact to department operations and the community if this purchase was not made?
    - How and why this vendor was selected?
  - **For Professional, Personal, or Planning Service Exemptions:**
    - Why is the vendor the most qualified to provide the services? **Dr. Renee Mitchell is well known for her design of evidenced based police training.**
    - Does this vendor have a history of working with the City? If so, was it on this particular service? **Yes, Dr. Mitchell has designed training for APD in the past.**
    - Will this procurement be component of a larger service or phases of service? **This procurement is for a training that will be used by APD executive staff.**
    - Is the vendor a City of Austin local vendor? **No**
    - Does the vendor hold an M/WBE certification with the City, a HUB certification with the State of Texas, or any other minority or women owned certifications? **No**
    - What qualifications, certifications, or specialized training does the vendor have? **Dr. Mitchell's training was awarded the 2012 International Association of Chief's of Police Sprint Excellence in Law Enforcement Research Silver Award.**
    - What is the impact if a contract is not secured with this particular vendor (loss of project timeline, loss of funding etc.)? **If this contract is not secured then training modules for evidenced based policing will not be created.**
    - What other vendors can provide these services and why are they not the best fit for the contract? **Dr. Mitchell is a credentialed and highly certified trainer that specializes in evidence based policing.**
  - **For Other Exceptions from Chapter 252.022:**
    - Explain the circumstances of the procurement.
  - **Prices were determined to be reasonable based on the following (select all that apply):**
    - ☐ Prices are established under a current Cooperative contract.  
Notes: At a minimum, note the contract number, contract title, cooperative entity, and government or entity who created the contract.
    - ☐ Prices are the same or similar to current City contract.  
Notes: At a minimum, note the City of Austin contract number and title.
    - ☐ Prices are the same or similar to current contract with another government.  
Notes: At a minimum, note the contract number, title and government that created the contract.
    - ☐ Prices are on a current and publicly available list price, for the same or similar products, available to all government and commercial customers.  
Notes: At a minimum, note the list price title, source of the list price (catalog and catalog publish date or web address and download date).
    - ☐ Prices are established by law or regulation.  
Notes: At a minimum, note the legal or regulatory reference that established the prices.

☒ Other means of determining Price Reasonableness.

Notes: The cost of this service is deemed to be fair due to the nature of the work being done. Considering Dr. Mitchell's reputation and quality of work the proposed price is considered fair value.

\* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.

Evidence is one of the major factors that influence the effectiveness and success of law enforcement. Evidence Based Policing (EBP) is of interest to our department because it emphasizes the use of evidentiary support for actions and decisions made by law enforcement leaders. This training will provide our executive/command team with a basic knowledge regarding EBP and provide our team with a different approach to crime problems while ensuring our department is making evidence based decisions.

Renee Mitchell's strategy of hot spots policing using the Koper Curve principle has achieved significant overall declines in both calls for service and serious crime incidents in the treatment of hot spots relative to the controls. Dr. Mitchell holds a Bachelor of Science in Psychology from the University of California, Davis, a Master of Arts in Counseling Psychology from the University of San Francisco, a Master of Business Administration from California State University, Sacramento, and a Juris Doctorate from the University of the Pacific, McGeorge School of Law. Dr. Mitchell's job related training and certifications are detailed in the attached resume document.



3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:
- ☐ Scope of Work or Statement of Work (if applicable)
  - ☐ Vendor's proposal/quote (if applicable)
  - ☐ Project timeline with associated tasks, schedule of deliverables or milestones, and proposed payment schedule
  - ☐ Professional resumes, certifications, and/or licenses (Professional, Personal or Planning Services Only)
  - ☐ Other supporting documentation

4. Because of the above facts and supporting documentation, the City of Austin exempts this procurement from Local Government Code Chapter 252 and intends to contract with:

(Vendor Name): Renee Jean Mitchell for

(Description of Procurement): evidence based policing training modules

5. Check the contract type (one-time or multi-term) and fill in the dollar amount and term as applicable:

☐ This is a one-time request for \$ \_\_\_\_\_

☒ This is a multi-term contract request for 3 (# months for base term) in the amount of \$25,000 with 1 (# of renewal options) for \$25,000 each for a total contract amount of \$50,000.

Recommended  
Certification

[Signature] 6-5-18  
Originator Date

Approved  
Certification

Alice Thomas 6-5-18  
Department Director or designee Date

Assistant City Manager / General Manager Date  
or designee (procurement requiring Council approval)

Purchasing Office  
Review

[Signature] 6-7-18  
Authorized Purchasing Office Staff Date

Purchasing Office  
Management Review  
(If required due to signature authority level)

\_\_\_\_\_  
Purchasing Officer or designee Date

## VITAE

### Renée J. Mitchell

Sergeant Sacramento Police Department  
5570 Freeport Blvd Ste. 200  
Sacramento CA 95822  
rjmitchell@pd.cityofsacramento.org

Post-Doctoral Researcher  
The Hebrew University, Jerusalem  
Institute of Criminology, Faculty of Law  
(916) 628-4055  
renee.mitchell@fulbrightmail.org

### EDUCATION

Ph.D.: Criminology, University of Cambridge	2017
Dissertation: <i>The Sacramento Hot Spots Police Experiment: An extension and sensitivity analysis</i>	
M.B.A.: California State University, Sacramento	2004
J.D.: University of the Pacific, McGeorge School of Law	2003
M.A.: Counseling Psychology, University of San Francisco	1997
B.S.: Psychology, University of California, Davis	1994

### ACADEMIC PUBLICATIONS

Mitchell, R.J. (2017) The sensitivity of a Crime Harm Index: Analyzing the Sacramento Hot Spot Experiment using the California Crime Harm Index (CA-CHI). *Journal of Experimental Criminology*, 1-11.

Mitchell, R.J. (2017). Frequency versus duration of police patrol visits for reducing crime in hot spots: Non-experimental findings from the Sacramento hot spots experiment. *Cambridge Journal of Evidence-Based Policing*, 1(1).

Hyatt, J., Mitchell, R.J., & Ariel, B., *The effects of mandatory body-worn camera policy on officer perceptions of accountability, oversight, and departmental culture*. 62 Vill. L. Rev. 1005 (2017).

Mitchell, R.J. & Lewis, S. (2017) Intention is not method, belief is not evidence, rank is not proof: Ethical policing needs Evidence-Based Decision making. *Journal of Emergency Services*, 36(3), 100 - 109.



Mitchell, R.J. (2016). Procedural Justice Training: The Elixir Vitae or a cure that can harm?. *Journal of Police Science*, 1(2), 22-27.

Huey, L., & Mitchell, R. J. (2016). Unearthing hidden keys: Why academics are an invaluable (if underutilized) resource in policing research. *Policing: A Journal of Policy and Practice*, 10(3), 300-307.

Telep, C. W., Mitchell, R. J., & Weisburd, D. (2014). How much time should the police spend at crime hot spots? Answers from a police agency directed randomized field trial in Sacramento, California. *Justice Quarterly*, 31(5), 1-29.

### ***Under Review***

Ariel, B., Mitchell, R.J., Firpo, M.E., Fraiman, R., & Hyatt, J. Does surveillance of officers necessarily lead to de-policing? A block randomized controlled trial on body-worn cameras in Uruguay. *Journal of Quantitative Criminology*.

Bickers, I. Mitchell, R.J., Crewe, B. & Mann, R. Offender supervision, prisoners, and procedural justice. *Criminology and Criminal Justice*.

Huey, L. & Mitchell, R.J. Six Deadly Sins: The Role of Academic Culture in Killing Potential Police-Academic Partnerships. *Journal of Police Science*.

Mitchell, R.J. & James, L. Addressing the elephant in the room: The need to evaluate implicit bias training for improving fairness in police officer decision making. *Police Practice and Research: An International Journal*

### **OTHER PUBLICATIONS**

Henning, K. Stewart, G., Kahn, K., Peterson, C., Renauer, B., Mitchell, R., Labissiere, Y., & Sothern, S. (2017). Portland's Neighborhood Involvement Locations Project (final report). Portland, Oregon: Criminal Justice Policy & Research Institute, Portland State University.

Mitchell, R.J., Telep, C., & Lum, C. (2017) *The ten-step guide for conducting in-house experimental evaluations*. Fairfax, VA: George Mason University, Center for Evidence-Based Crime Policy.

Mitchell, R.J. (2012) Adapting to Challenges and Change. *Translational Criminology*.

### **BOOK CHAPTERS**

Mitchell, R.J. & Zoller, K. (2016). The link between communicative intelligence and procedural justice: The Path to Police legitimacy. In Normore, A., Javidi, M., & Long, L. (Eds.), *The handbook of research on effective communication, leadership, and conflict resolution*. (464-487). Hershey, PA: IGI Global

Mitchell, R. J. (forthcoming) Hot spots policing made easy. In Mitchell, R.J. & Huey, L. (Eds.), *Evidence-Based Policing: An Introduction*.

Mitchell, R.J. (forthcoming) A light introduction to evidence-based policing. In Mitchell, R.J. & Huey, L. (Eds.), *Evidence-Based Policing: An Introduction*.

## **BOOKS**

Mitchell, R.J. & Huey, L. (Eds., Estimated publish date December 2018). *Evidence-Based Policing: An Introduction to Key Ideas*. Under contract at Policy Press, University of Bristol.

## **WORKS IN PROGRESS**

Mitchell, R.J., Ariel, B., Firpo, M.E., Fraiman, R., & Hyatt, J.M. Measuring the effect of body-worn cameras on complaints in Latin America: The case of traffic police in Uruguay.

Mitchell, R.J., Farrington, D., & Ariel, B., Electronic monitoring of offenders: A systematic review of its effects on recidivism in the criminal justice system.

Mitchell, R. J. & Ratcliffe, J. What police do in hot spots: Passive patrols vs proactive detection.

Mitchell R.J., Stewart, G., Peterson, C., Kahn, K., Henning, K., Renauer, B., Labissiere, Y., & Sothorn, S. Changing practice, changing minds: How introduction of a first-order change in police dispatch to hot spots drove a second-order officer change in officer behavior.

Ratcliffe, J. & Mitchell, R.J. On evidence-based policing, experimentation and police experience.

Tankebe, J., Mitchell, R.J., Hyatt, J.M., Firpo, M.E., & Fraiman, R. Body-Worn Camera effects on citizen's perceptions of police legitimacy: A change in behavior or effects of the technology.

## **ACADEMIC PRESENTATIONS**

"Directed community engagement patrols in high crime areas of Portland, OR Does dosage matter?" Paper presented at the Annual Meeting of the American Society of Criminology, New Orleans, LA November, 2016.

"The Sacramento Hot Spot Study: An extension and sensitivity analysis." Paper presented at the Cambridge Evidence-Based Policing Symposium, Cambridge, U.K. July 2016.

"The tale of two cities: challenges to implementing RCT's in a police agency." Paper presented at the Annual Meeting of the American Society of Criminology, Washington, DC November, 2015.

"Operationalizing procedural justice for street cops." Paper presented at the Scottish Institute of Police Research/George Mason University Research Symposium, Scotland, U.K. October, 2014.

"Crime analysis and evidence based policing: The fundamentals" A Paper presents at the ~~Cambridge Evidence-Based Policing Symposium, Cambridge, U.K. July 2016~~

"Conducting High-Quality Evaluations in Police Agencies." A paper presented at the Campbell Collaboration Joint Symposium on Evidence-Based Policy, Fairfax, VA August, 2012

"Incorporating Science into Policing" Paper presented at the Annual Meeting of the Academy of Criminal Justice Sciences, New York, NY March, 2012

"Police-led experiments and evaluations." Paper presented at the George Mason Evidence-based Policing Symposium, Fairfax, VA August, 2012.

"Hot spot policing: An RCT in Sacramento, CA." Paper presented at the George Mason Evidence-based Policing Symposium, Fairfax, VA August, 2012.

## **OTHER PRESENTATIONS**

"American College of Policing and the American Society of Evidence-Based Policing" International Association of Chiefs of Police conference, Philadelphia, PA October, 2017.

"Evidence-Based Policing workshop" International Association of Chiefs of Police conference, Philadelphia, PA October, 2017

"Everything you ever wanted to know about Procedural Justice and Police Legitimacy.....and then some." Presented at Durham Regional Police Evidence-Based Policing Symposium, Durham, Canada January, 2017

"Evidence-based policing: What is it? Where are we at? And where do we go from here?" Presented at Mexico National Security Commissioner Evidence-Based Policing symposium, Mexico City, Mexico December, 2015.

"Implicit bias and evidence-based policing." Presented at Federal Law Enforcement Training Center Evidence-Based Policing symposium, Glynco, GA September, 2016.

"The Sacramento hot spots experiment." Presented at International Association of Chiefs of Police Conference, San Diego, CA October, 2016.

"Training Police Officers in Procedural Justice." International Association of Chiefs of Police conference, Chicago, IL October, 2015.

"Research not riots." TEDxSacramento Sacramento, CA July, 2015.

"The importance of research and crime analysis in policing." Scottish Parliament, Scotland U.K. 2014.

"Gaining support from your management." International Association of Crime Analyst Conference, Bellevue, WA March 2014.

"Hot spot policing across the U.S." International Association of Chiefs of Police conference, Philadelphia, PA October, 2013.

"Policing with Compassion." TEDxOxbridge, Oxford, U.K. February, 2013.

"Sacramento Hot Spot study." International Association of Chiefs of Police conference San Diego, CA October, 2012.



## **RESEARCH EXPERIENCE**

### **National Institute of Justice - An Evaluation of Simulation vs. Classroom-Based Implicit Bias Training to Improve Police Decision Making and Enhance the Outcomes of Police-Citizen Encounters (January 2018)**

This study, supported by the National Institute of Justice, Grant No. NIJ -2017 -11500, is randomized controlled trial (RCT) evaluating the comparative effectiveness (both with regards to impact and persistence of training effects) of two modalities of implicit bias training—classroom- and simulation-based. This study will examine the effectiveness of training on officer behavior surrounding police legitimacy. My participation in this study includes assistance with research design, field implementation, training, and analysis.

### **Smart Policing Initiative Researcher - Portland Police Bureau Ni-Loc (Neighborhood Involvement Locations): A hot spot randomized control trial (2014-2017).**

This study, supported by Bureau of Justice Assistance (BJA), Grant No. 2014-WY-BX-0004, examines multiple facets of the relationship between hot spot patrols and crime. My participation in this study included assisting with the research design, implementing the study in the field, and running the focus group aspect of the research. Currently assisting with crafting the final report to BJA.

### **Principal Investigator/instructor - Communicative Intelligence training for police (2014).**

I conducted a randomized control trial testing the effects of Communicative Intelligence training for street cops on citizen's perception of procedural justice and police legitimacy. I co-created the course using communicative intelligence theory and adult learning concepts. I administered surveys and analyzed officer responses. Officer surveys, use of force reports and complaints were used as outcomes measures. This study was funded by the Portland Police Bureau.

### **Principal Investigator – Hot Spot Policing: A randomized control trial (2011).**

I designed a 90-day randomized control trial to test the effects of random 15-minute patrols in crime hot spots. This study was the first police-led randomized control trial in the nation. Trained 100 officers on randomized control trials, hot spot policing, and the study guidelines. Monitored data collection and worked with outside researchers to analyze the data. This study created a framework for additional data collection which was later used for my dissertation.

## **TEACHING EXPERIENCE**

### **Drug Abuse and Criminal Behavior at California State University, Sacramento Fall 2017.**

**Police and Society at California State University, Sacramento, Fall 2016**

**Procedural Justice Instructor at the Sacramento Police and Sheriff Department 8-hour course on the components of procedural justice and police legitimacy, 2015 and 2016.**

**Communicative Intelligence for Procedural Justice** at the Portland Police Bureau. Developed and taught a 40-hour course linking the theory of communicative intelligence to procedural justice and police legitimacy, 2014.

**Persons with disabilities** Instructed at the Sacramento Police Academy. The state of California requires all police officers to be trained in techniques for dealing with mentally ill citizens. I trained officers from 2002 – 2007.

## **COURSE DEVELOPMENT EXPERIENCE**

**CJUS 801 Criminal Justice Program Evaluation** for Liberty University. Designed and developed course curriculum for an online criminal justice program evaluation class that emphasizes evidence-based policing and experimental methodology.

## **GRANTS AND CONTRACTS**

2018 National Institute of Justice - An Evaluation of Simulation vs. Classroom-Based Implicit Bias Training to Improve Police Decision Making and Enhance the Outcomes of Police-Citizen Encounters (Research consultant, Principal Investigator Lois James, \$749,000)

2017 Bureau of Justice Smart Policing Initiative grant in partnership with Multnomah County Sheriff's department for creating and testing a communication course based on the theory of communicative intelligence (Principal Investigator, \$650,000, denied).

2017 Sociological Initiatives Foundations Linking research to action grant in partnership with the American Society of Evidence-Based Policing for coding Austin PD's body worn camera videos using the theory of communicative intelligence to determine the verbal and non-verbal officers engage in that escalate or de-escalate police/citizen interactions (Principal Investigator, \$18,000, denied).

2017 Motorola Solutions grant in partnership with the American Society of Evidence-Based Policing to conduct evidence-based workshops with police officers and evaluate the effectiveness of transfer of knowledge (Principal Investigator, \$25,000, denied).

2016 COPS (television show) grant in partnership with the Police Foundation for coding of COPS raw footage on the theory of communicative intelligence to determine the verbal and non-verbal patterns officers engage in that escalate or de-escalate police/citizen interactions (Principal Investigator, \$50,000, denied).

2015 Laura and John Arnold Foundation Low cost randomized controlled trial grant in partnership with University of Louisville for a randomized controlled trial training Multnomah County deputy's communication techniques and determining the effects of the training on the public's perception of police legitimacy (Co-principal with Justin Nix, Ph.D., \$150,000, denied).

2015 Bureau of Justice Assistance Body Worn Camera pilot implementation Grant in partnership with San Pedro, El Cerrito, and Richmond police departments for testing the effects of BWC on the public's perception of police legitimacy (Co-principal investigator with Cody Telep, Ph.D., \$500,000, denied).

2014 Bureau of Justice Assistance Smart Policing Initiative Grant for testing the effects of community engagement in high crime hot spots (**Research consultant, Principal Investigator Kris Henning, \$699,464**).

2014 Contract with the City of Portland to create and evaluate a communication course based on communicative intelligence (**Principal Investigator, \$97,600**)

2011 Bureau of Justice Assistance Smart Policing Initiative Grant for creating an evidence-based training program in partnership with George Mason University and the Sacramento Police Department (Project manager, Principal Investigator Cynthia Lum, \$500,000, denied)

## **ACADEMIC AWARDS AND HONORS**

Donal MacNamara Outstanding Article Award from the Academy for Criminal Justice Science for *How much time should the police spend at crime hot spots? Answers from a police agency directed randomized field trial in Sacramento, CA* in Justice Quarterly 2016

Jerry Lee Scholar, Institute of Criminology, University of Cambridge full scholarship 2012

Fulbright research scholar 2010

## **OTHER AWARDS AND HONORS**

IACP/Sprint Excellence in Law Enforcement Research Silver Award 2012

State Juvenile Officers Distinguished Program Award for the Northern Region for the Sacramento Police Department's Criminal Justice and Public Service Magnet Academy 2010

Unit Citation – Criminal Justice Magnet Academy 2010

Distinguished Service Award – Recruiting 2010

## **GRANT AND JOURNAL PEER REVIEWER**

NIJ FY17 New Investigator/ Early Career Program in the Social and Behavioral Sciences and Science, Technology, Engineering, and Mathematics (STEM)

BJA FY 16 W.E.B. Du Bois Program of Research on Race and Crime

BJA FY 15 Justice and Mental Health Collaboration Program- Category 1: Collaborative County Approaches to Reducing the Prevalence of Individuals with Mental Disorders in Jail.

BJA FY 15 Body Worn Camera Pilot Implementation Program

*European Journal of Policing Studies*

*Policing: An International Journal*

*Policing: A Journal of Policy and Practice*



*Homicide Studies*

**POLICE EXPERIENCE – Sacramento Police Department Officer and Sergeant**

2011 – Present	Court Liaison Sergeant
2010 – 2011	Crime Analysis Sergeant
2006 – 2010	Criminal Justice Magnet Academy Sergeant/ School Resource Sergeant
2005 – 2006	Patrol Sergeant
2004 – 2005	Officer – Recruiting
2002 – 2004	Detective – Sexual Assaults/Child Assaults
1998 – 2002	Patrol Officer

**ACTIVITIES / ACADEMIC INVOLVEMENT**

President/Founding member of the American Society of Evidence-Based Policing

Founding Board Member of the American College of Policing

Editorial Advisory Board Member of the Cambridge Journal of Evidence-Based Policing

Advisory member to the California Police Chiefs Association think tank on Evidence-Based Policing