

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
APPROVE CONTRACT – DAIGLE LAW GROUP	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve a contract with Daigle Law Group, Plantsville, CT, for accreditation assistance in an amount not to exceed \$70,000.

FISCAL IMPACT

Full funding is provided through the Department of Justice Grant Award.

RECOMMENDATION

Approval.

BACKGROUND

The Police Department received a Department of Justice grant to support the department's efforts to become accredited by the Commission on Law Enforcement and Accreditation (CALEA). The grant included funding for professional services associated with the accreditation process. Daigle Law Group, sole-source provider, has been identified as the industry leader in providing agencies with this type of assistance. Daigle Law Group specializes in police practice consultation with emphasis on policies, operations, and investigations. The contract with Daigle Law Group includes development of a policy manual, policy audits and assessment creation, as well as policy maintenance and compliance audit. The service provides two years of support.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A CONTRACT WITH DAIGLE LAW GROUP, PLANTSVILLE, CT, FOR ACCREDITATION ASSISTANCE IN AN AMOUNT NOT EXCEED \$70,000.00.

WHEREAS, the City Council of the City of La Vista has determined national accreditation of the police department is necessary, and

WHEREAS, the Police Department received an accreditation specific grant award from the Department of Justice in amount of \$155,035, and

WHEREAS, funding within the grant has been approved for professional accreditation assistance, and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve a contract between the City of La Vista and Daigle Law Group for accreditation assistance in an amount not to exceed \$70,000.00.

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Daigle Law Group, LLC

Accreditation Program Development

Scope:

Attorney Eric Daigle has extensive experience in developing, implementing, and maintaining police policies, which meet local and national accreditation, while ensuring the Department complies with constitutional policing standards.

As the demand for law enforcement agencies to become accredited increases, the Daigle Law Group will work with Departments in obtaining their accreditation and compliance goals.

Accreditation compliance is a time-intensive endeavor for any Department. DLG consultants will work with Departments throughout their accreditation process to provide expertise, guidance and support.

The Daigle Law Group has developed multiple levels and depths of projects to meet the individual Department's needs from a Policy Audit to Accreditation Program maintenance, or if necessary and requested a complete drafting of a policy and procedure manual.

Level I: Policy Audit

The process begins with an analysis of the department's current policies and procedures to identify a blueprint for success. The DLG consultant will compare the Department's current policy manual to either Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) or State specific accreditation standards to determine their current level of compliance. Using years of experience drafting policies based on applicable accreditation standards, the DLG consultant will review all applicable standards and provide the Department with written feedback as to the state of their current policy manual, areas of concern and areas of immediate need.

Level II: Create Accreditation in PowerDMS (link policies only)

The creation of an accreditation assessment in PowerDMS is a time-intensive project. The process involves linking relevant policy language to individual accreditation standards in a systematic and coherent matter. Initial set up of an accreditation assessment is crucial as it is the foundation for compliance for the current and future assessments. Once the DLG consultant determines that the Department's policies are compliant with the applicable state or CALEA standards (Level I), the DLG consultant will create the assessment in PowerDMS and link the appropriate policies to the standards. This process involves the linking of current policies to the accreditation standards only, not the drafting of policies or the locating and linking of "proofs." However, as DLG consultants have extensive experience in accreditation programs, they will support the Department throughout the process by providing guidance and suggestions as to accreditation compliance.

Level III: Compliance Audit

The accreditation process, whether mandated or voluntary, requires more than policy compliance. Each accreditation program requires that Departments not only have applicable policies, but they must prove that they are adhering to not only the standard, but to their own policy. To that end, DLG can assist department's by reviewing the Department's policies as well as the Department's "proofs" of compliance. Once a Department, or DLG as requested, has created their assessment in PowerDMS, DLG will log into PowerDMS and review the policies and proofs to determine applicability. The DLG consultant will review the relevant standards and proofs and provide the Department with written recommendations.

The Compliance Audit for the purposes of this proposal does not have to be completed all at once. This process can be structured as an ongoing process where the Department, as they complete an accreditation chapter with policies and proofs, requests that the DLG consultant review that specific section for compliance. Sections can be reviewed multiple times at the direction of the Department and only those sections the Department requests to be reviewed will be completed.

The Compliance Audit may include a Site Inspection review by the DLG consultant. This Site Inspection review will include a review of facilities and those items which are listed as "observable" standards in the various accreditation programs. Following a Site Inspection review, the DLG consultant will provide written feedback as to their impressions and recommendations in light of the accreditation standards.

Level IV: Policy Manual and Create Accreditation

The Daigle Law Group will develop the Department's policy and procedures manual based upon the scope of services provided in section B.1. of this proposal. After all policies are drafted and approved by the Department, the DLG consultant will begin to provide the entire range of services provided above including linking policies to the relevant accreditation standards. The DLG consultant will continue to work with the Department by conducting ongoing Compliance Audits with the Department as they progress towards their accreditation assessment. Additionally, the DLG consultant will assist the Department with a formal mock assessment, with local police accreditation coalition members as requested by the Department, including planning and execution of the mock assessment, as necessary. The DLG consultant may also assist with any onsite assessment, as requested by the Department.

Limitations:

The Daigle Law Group does not make application to the various assessment organization on behalf of the client.

Timetables:

The timetable for completion of accreditation depends on the extent of services requested by the Department. A DLG Policy Audit can be completed relatively quickly, probably in a matter of 30-60 days depending on the individual accreditation program reviewed. Completion of an entire policy manual takes between twelve (12) and eighteen (18) months.

Compliance Audits are completed “on-demand” when the Department completes section and requests review. As such, Compliance Audits are completely dependent upon the progress of the individual department.

To complete the entire Accreditation Compliance process from Policy Audit until the assessment review is approximately twenty-four (24) to thirty-six (36) months.

AGREEMENT TO PROVIDE SERVICES

This Agreement, dated January __, 2023, is made between the AGENCY,

La Vista Nebraska Police Department

7701 S 96th Street
La Vista, NE 68128

referred to as the "Agency" or "You", and **Daigle Law Group, LLC** "DLG", whose address is: 960 South Main Street, Plantsville, CT 06479, referred to as the "Law Firm."

1. **SERVICES TO BE PROVIDED.** You agree that Attorney Eric P. Daigle, the Law Firm and its contractors will conduct Consulting Services for the La Vista Police Department

The scope of the work includes: Policy and Procedure Development, Accreditation services and Assessment Compliance Audits.

Policy and Procedure Development include the review and analyze the current policy and procedure manual in operation at the La Vista Nebraska Police Department. DLG will develop policies and procedures that meet State Law, common industry standards, State and national Accreditation Standards includes linking relevant policy language to individual accreditation standards in a systematic and coherent matter. Initial set up of an accreditation assessment is crucial as it is the foundation for compliance for the current and future assessments.

Assessment Compliance Audits include logging into PowerDMS and review the policies and proofs to determine applicability. The DLG consultant will review the relevant standards and proofs and provide the Department with written recommendations.

The scope of the work includes reviewing documents, conducting interviews, review policies and procedures, and drafting documents as required, including correspondence and drafting an assessment report. The scope of the work will also include preparation for, and testimony at, any hearings, depositions, or other legal proceedings.

2. **ADDITIONAL LEGAL SERVICES.** If you need any other services which may or may not be related to the above matter, you and the Law Firm may make a new agreement to provide the other services.

3. **FEES.** The Law Firm cannot predict or guarantee the final amount of the bill. The final amount will depend on the total amount of time required to develop, review and implement new policies and procedures.

A. **INITIAL PAYMENT.** No initial payment is required.

B. **PAYMENT.** You agree to pay the Law Firm for consulting services at the rate of \$200.00 per hour.

C. ALL SERVICES WILL BE BILLED. You will be billed at the hourly rates set forth in paragraph 3B for all services rendered. These services include: review, developing, drafting policies and procedures. Also, telephone calls, reviewing documents, analysis of information, participate in conferences, as well as any other service relating to this matter.

D. COSTS AND EXPENSES. In addition to fees, you must pay the all reasonable costs and expenses directly related to the policy development and consultant services described in section 1 above.

4. TERMINATION. You have the right to terminate services at any time by delivering a signed letter notifying DLG of the termination of our relationship. You shall remain liable for, and shall promptly pay, all fees earned and costs advanced through the time and date of my receipt of such notice of termination. Similarly, we shall retain my right to withdraw from this project at any time, and for any reason (including, without limitation, nonpayment of my fees and costs) upon reasonable written notice to you.

5. NO GUARANTEE. The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you.

6. YOUR RESPONSIBILITY. You must fully cooperate with the Law Firm and provide all information relevant to the issues involved in this matter. You must also pay all bills as required by this Agreement

7. PRIVACY POLICY. DLG will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process. Agency acknowledges that DLG may provide view-only access and summary information to the Agency's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and DLG does not warrant or guaranty that information Agency transmits utilizing the DLG system or online platform is 100% secure.

8. POLICY ADOPTION. Agency hereby acknowledges and agrees that any and all policies included in the Material provided by DLG have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither DLG nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy.

9. INDEMNIFICATION. In developing the policies, DLG has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Materials are provided to Agency. While DLG has made such a good faith effort, Agency acknowledges and agrees that DLG will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Materials.

10. LIMITATION OF LIABILITY. DLG's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or

relating to this Agreement or the use of any Materials shall not exceed the subscription fees actually paid to DLG for the use of the Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall DLG be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if DLG has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. MISCELLANEOUS.

- A. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Connecticut without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
- B. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by DLG, and shall not be considered binding on DLG unless specifically agreed to in writing by it.
- C. Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.
- E. Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.
- F. Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.
- G. General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be



drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

H. Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

I. Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

J. Waiver. DLG's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

SIGNATURES. You and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

By: _____
ATTORNEY: Eric P. Daigle
Date:

CLIENT: _____
Date: