

AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and BOUCHER LAW, a Sole Proprietorship (“Consultant”) is effective as of the _____ day of _____, 2020 (“Effective Date”).

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated February 10, 2020 (“Agreement”), for an initial contract sum of \$24,999 over a contract term of one year, whereby Consultant agreed to provide services related to two project-specific Task Orders to conduct impartial and independent investigations into confidential personnel matters of the City (the “Services”).

B. The Services are compensated based on specified hourly rates set forth in the Agreement.

C. On June 4, 2020, City issued a Request for Qualifications (“RFQ”) due to an increased demand for Services. Consultant submitted a response to the RFQ, and, among other firms, was selected and awarded a three-year contract to provide additional services (“Additional Services”) for a not-to-exceed contract sum of \$75,000, with two City options to extend the term for additional one-year periods thereafter at a limit of \$25,000 for each annual extension term.

D. In order to effectuate the award of Additional Services to Consultant pursuant to the RFQ, and in lieu of entering into a new contract separate from the Agreement, the parties desire to enter into this Amendment.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

“For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by reference, but not exceeding the maximum contract amount of ***Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$99,999) Twenty-Four Thousand Nine Hundred Ninety-Nine dollars*** ~~(\$24,999)~~ (“Contract Sum”). *In the event City exercises one or both of its options to extend the Agreement pursuant to Section 3.4, the compensation for each such one-year extension period shall not exceed Twenty Five Thousand Dollars (\$25,000) per year.*”

B. Section 3.4 (Term) is hereby amended such that: (i) the term of the Agreement is extended to a date that is three (3) years from the Effective Date; and (ii) at City's option, and upon execution of a written amendment to this Agreement, the term may be further extended by up to two (2) one-year extension periods.

C. Section I of Exhibit "A," Scope of Services, of the Agreement is hereby revised to read as follows:

"Consultant will perform the specified Workplace Investigation services described in this Scope of Services. This Agreement confirms that the Consultant is selected to provide such services on ***numerous different two project specific*** Task Orders."

D. Section II of Exhibit "A," Scope of Services, of the Agreement is hereby revised to read as follows:

"Consultant's Workplace Investigative services ***may*** include, and are ***not*** limited to, the following ~~Public Works~~ Investigations:

- A. Anonymous allegations related to non-City policy compliant, and potentially unfair, hiring practices in the Public Works Department (7.16.19);
- B. Anonymous Complaint from Facilities Maintenance Staff (6.26.19);
- C. ***Comprehensive Workers' Compensation Case Review(s) (including Sub Rosa);***
- D. ***Discrimination, Harassment and Retaliation Allegation Investigation(s);***
- E. ***Theft and Property Damage Allegation Investigation(s);***
- F. ***Technology Manipulation, Hacking or Abuse/Misuse of City Technology Investigations;***
- G. ***Hostile Workplace and/or Bullying Inquiry or Complaint Investigation(s);***
- H. ***Organizational Sabotage, Embezzlement, Misuse of Funds or Misuse of City Property Investigations;***
- I. ***Whistle Blower & Ethics Hotline Inquiries and/or Investigations;***
- J. ***Management/Executive Personnel Investigation and Workplace Evaluations;***

- K. General Personnel Complaint Investigation(s) not otherwise covered above;**
- L. Participation in administrative and/or civil proceedings related to or resulting from the Consultant's investigation, including but not limited to depositions, hearings, and/or courtroom testimony."**

E. Section V of Exhibit "C," "Schedule of Compensation," of the Agreement is hereby amended to read in its entirety as follows:

"The total compensation for the Services **and Additional Services** shall not exceed ~~\$99,999~~^{\$24,999}, as provided in Section 2.1 of this Agreement. **In the event City exercises one or both of its options to extend the Agreement pursuant to Section 3.4, the compensation for each such one-year extension period shall not exceed Twenty Five Thousand Dollars (\$25,000) per year.**"

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such

party is formally bound to the provisions of this Amendment, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[RJL]

CONSULTANT:

BOUCHER LAW, a Sole Proprietorship

By: _____
Name: Christopher Boucher
Title: Attorney

Address: 2081 Center Street
Berkeley, CA 94704

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE(S)

LIMITED
GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

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INDIVIDUAL

CORPORATE OFFICER

TITLE(S)

PARTNER(S)

LIMITED
GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

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SIGNER(S) OTHER THAN NAMED ABOVE