

## 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 Harris & Associates, 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 November 18, 2019 ("Agreement"), for an initial contract sum of \$24,999 over a contract term of one year, whereby Consultant agreed to provide on-call services related to conducting impartial and independent workplace investigations into confidential personnel matters of the City upon the written request of the City's Director of Human Resources & Risk Management (the "Services").

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

C. The City's need for Services has caused Consultant to work sufficient hours that much of the initial contract sum of \$24,999 has been expended, and only approximately \$3,000 of the initially-authorized funding remains.

D. On June 4, 2020, due to an increased demand, City issued a Request for Qualifications ("RFQ") for firms to provide workplace investigation services akin to the Services. Consultant submitted a response to the RFQ, and, among other firms, was selected and awarded a three-year contract to provide the requested 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.

E. 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 to: (i) modify the scope of services as necessary to reflect the RFQ award; (ii) extend the contract term for three years from the date of execution hereof, with two City options to extend the term for additional one-year extension periods thereafter; and (iii) increase the contract sum by \$75,000, plus up to \$25,000 for each applicable one-year extension period.

### TERMS

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

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 term of the Agreement for additional one-year extension periods pursuant to Section 3.4, the total compensation for each such extension period shall not exceed \$25,000.***”

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. Subsection A of Section I of Exhibit A (Scope of Services) is hereby amended to read in its entirety as follows:

“A. Consultant shall conduct workplace investigations upon written request from the City of Carson Director of Human Resources & Risk Management. ***The workplace investigation services may include, but are not limited to, the following:***

- 1. Comprehensive Workers’ Compensation Case Review(s) (including Sub Rosa);***
- 2. Discrimination, Harassment and Retaliation Allegation Investigation(s);***
- 3. Theft and Property Damage Allegation Investigation(s);***
- 4. Technology Manipulation, Hacking or Abuse/Misuse of City Technology Investigations;***
- 5. Hostile Workplace and/or Bullying Inquiry or Complaint Investigation(s);***
- 6. Organizational Sabotage, Embezzlement, Misuse of Funds or Misuse of City Property Investigations;***
- 7. Whistle Blower & Ethics Hotline Inquiries and/or Investigations;***
- 8. Management/Executive Personnel Investigation and Workplace Evaluations;***

**9. General Personnel Complaint Investigation(s) not otherwise covered above;**

**10. 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.**

When performing limited legal services in the form of a workplace investigation:

1. Consultant shall conduct a privileged and impartial independent investigation into confidential personnel matters as directed by the City of Carson Director of Human Resources & Risk Management.
2. These services are being provided to facilitate the rendering of legal advice by the City's in-house or outside counsel.
3. Consultant's personnel are hired as independent consultants for the City.
4. Consultant will investigate the circumstances, prior to and surrounding, the certain confidential personnel matters."

D. Section III of Exhibit A (Scope of Services) is hereby amended to read in its entirety as follows:

"As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

Investigation Report: Prepare and deliver to the Contract Officer a written report summarizing relevant information collected and detailing the conclusion of *each* the investigation including but not limited to factual findings.

**Investigation Plan and Budget. Develop an investigation plan and budget for each Task as part of the Task Proposal.**

**Other Documentation. Provide such other evidentiary support and documents as may be reasonably requested by the City's Contract Officer.**

E. Section III (Total Contract Sum) of Exhibit C (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"Consultant shall inform the Contract Officer, in writing, before the total amount of services and/or expenses reaches the Contract Sum described in Section 2.1 of this Agreement. The total compensation for the Services shall not exceed ~~\$99,999~~ ~~\$24,999~~ **for the initial three-year term of the**

*Agreement*, as provided in Section 2.1 of this Agreement. The City Council's approval, in advance, is required in order for compensation to exceed **said amount \$24,999**. If the Consultant performs work for which compensation exceeds **said amount \$24,999** but does not obtain the Council's approval in advance, then said services shall be deemed performed outside of the contract and the Consultant shall not be entitled to any compensation for said services. ***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 \$25,000.***

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 Agreement 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  
[BRJ]

**CONSULTANT:**

HARRIS & ASSOCIATES

By:\_\_\_\_\_  
Name: John Harris  
Title: Principal

By:\_\_\_\_\_  
Name:  
Title:  
Address: 865 S. Figueroa Street  
Suite #2750  
Los Angeles, CA 90017

**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 names(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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT _____
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT _____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		SIGNER(S) OTHER THAN NAMED ABOVE _____

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WITNESS my hand and official seal.

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<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		
_____		
_____		SIGNER(S) OTHER THAN NAMED ABOVE