

**AMENDMENT NO. ONE TO CONTRACT NO. S07117566
BETWEEN THE CITY OF PALO ALTO AND
OIR GROUP FOR PROFESSIONAL SERVICES**

This Amendment No. One to Contract No. S07117566 (“Contract”) is entered into _____ 2008, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and Michael J. Gennaco and Robert Miller doing business as OIR Group, located at 4900 South Eastern Avenue, Suite 204, Commerce, California 90040 (collectively referred to as “CONSULTANT”).

RECITALS:

WHEREAS, the Contract was entered into between the parties for the provision of auditing services for the City’s Police Department (“Services”); and

WHEREAS, the parties wish to amend the Contract;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 1 is hereby amended to read as follows:

“SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibits “A” and “A-1” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.”

SECTION 2. Section 4 is hereby amended to read as follows:

“SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A,” including both payment for professional services and reimbursable expenses, shall not exceed a total of seventy-two thousand dollars (\$72,000.00). The applicable rates and schedule of payment are set out in Exhibit “B,” entitled “COMPENSATION,” which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “B”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit “A”.”

SECTION 3. The following exhibits to the Contract is/are hereby added and amended to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:

- a. Exhibit "A-1" entitled "Scope of Services - Racial Profiling Review".
- b. Exhibit "B" entitled "Compensation".

SECTION 4. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

APPROVED AS TO FORM:

CITY OF PALO ALTO

Deputy City Attorney

City Manager

APPROVED:

[CONSULTANT FIRM]

Director of Administrative Services

By: _____

Insurance Review

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Taxpayer Identification No.

Attachments:

EXHIBIT "A-1": SCOPE OF SERVICES - Racial Profiling Review
EXHIBIT "B": COMPENSATION

EXHIBIT “A-1”

SCOPE OF SERVICES Racial Profiling Review

Purposes

1. Review Police Department’s policy, training, practices, and demographic profile data collection regarding racial profiling.

Outcomes

1. Report to the City Council on findings from review and recommendations for follow up action. An interim report within 75 days is expected.
2. Recommendations for any changes to Departmental procedures, policies, training, internal supervision, and communication.
3. Recommendations for improvements to data collection and reporting procedures.

EXHIBIT "B"

COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on Consultant's hourly billing rates up to the not to exceed budget amount for each task set forth below. The hourly billing rate for Michael Gennaco is \$205.00 per hour and the hourly billing rate for Robert Miller is \$180.00 per hour.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Basic Services") and reimbursable expenses, including travel, shall not exceed \$25,262.75. Travel expenses shall be a portion of the total compensation and shall not exceed \$2,400.00. CONSULTANT agrees to complete all Services, including reimbursable and travel expenses, within these amounts. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A-1" and reimbursable expenses, including travel, shall be calculated based on Consultant's hourly billing rates set forth above and shall not exceed twenty thousand dollars \$20,000.00. CONSULTANT agrees to complete all services described in Exhibit "A-1" within this amount. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed \$25,262.75, and travel expenses as a portion of that total compensation do not exceed \$2,400.00.

ANNUAL BUDGET SCHEDULE

ANNUAL NOT TO EXCEED AMOUNT

<u>Task 1</u>	Total	\$ 6,152.00
	Travel as a portion of total	\$ 480.00

(Review intake, investigation, and disposition of an estimated 16-22 citizen complaints per year; monitor any related remedial action.)

<u>Task 2</u>	Total	\$ 5,856.25
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