

**PROFESSIONAL SERVICES AGREEMENT
AMENDMENT NO. 1**

THIS AMENDMENT is entered into this _____ 2018, between the CITY OF STOCKTON, a municipal corporation ("City"), and ROCKY L. EDWARDS dba ROCK FORENSICS FIREARMS CONSULTING whose address is 971 Hondo Circle, Corona, CA 92882 and telephone number is (323) 216-1584 ("Consultant").

RECITALS

A. City and Consultant entered into Agreement (2015-12-08-1206 NP) on January 26, 2016, for the purpose of providing firearms examination services critical to confirming ballistics evidence for prosecution of gun crimes.

B. Consultant is qualified to and experienced in providing analysis and confirmation of firearms and ammunition for the purposes specified in **Exhibit A** of this Amendment.

C. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, as amended, City and Consultant agree to the following amendments:

1. **Consultant's Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in **Exhibit A**. Consultant shall provide said services at that time, place and in the manner specified in **Exhibit A**.

2. **Term**. This Amendment shall commence on the date written above and shall expire on **December 31, 2021**; provided, however the parties may agree to change either the commencement or expiration date. The contract is contingent upon approved grant funding each year.

3. **Compensation**. City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in **Exhibit A** and **Exhibit C**. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed \$693,618.

4. All other provisions contained in the aforementioned Agreement, as amended, remain the same.

THIS AMENDMENT executed the date and year first above written.

CITY OF STOCKTON

CONSULTANT

Kurt O. Wilson, City Manager

By:

Signature

ATTEST:

Rocky L. Edwards

Christian Clegg, Interim City Clerk

Title

APPROVED AS TO FORM:

*[If Consultant is a corporation
signature(s) must comply with
Corporations Code § 313.]*

John M. Luebberke, City Attorney

EXHIBIT A

Scope of Consultant's Services

The goal of this agreement is to develop a smooth operating and streamlined process for working firearm related cases and provide as many confirmations on firearm related cases as possible, including homicide (187) workups, during the term of this agreement. Flexibility will be granted to enable Consultant's attendance at conferences, court appearances, and other obligations that may arise.

Consultant will provide training to Integrated Ballistic Identification System (IBIS) technicians to improve techniques to facilitate remote tentative confirmations can be accomplished when Consultant is not on-site. The scope of work includes preparing firearm related cases, not limited to major homicide case workups, in preparation for court presentation in San Joaquin County's courts. Consultant will provide assistance in reviewing current practices of the City of Stockton Police Department (SPD) in regards to workflow and processing of firearm related evidence, in order to make suggestions on how to streamline processes.

Scope of consulting services includes confirmation on-site for a minimum of forty (40) hours per month. Additional hours may be incurred either remotely or on-site with prior approval from SPD Police Services Manager.

This scope of work does not include responding to or processing crime scenes. Consultant will not work on or provide expert witness services for Officer Involved Shootings (OIS). Consultant will testify as to all findings regarding non-OIS firearm related cases prepared at the SPD and will be available for testimony in San Joaquin County's courts at mutually agreed times with the San Joaquin County District Attorney's Office.

EXHIBIT C

FEE SCHEDULE

\$75.00 per hour for all case work, both on-site and remotely.

\$1,200 per trip will be paid in advance to compensate for airfare, lodging, meals, and rental car during Consultant's work at the SPD. A trip is generally defined as at least two 10-hour days plus one flexible day, based on transportation arrangements. This is a flat rate and in the event the costs are greater, no further compensation will be billed. It is anticipated that two (2) trips per month will be required under this contract.

Consultant will provide online discussions with the SPD IBIS Technicians when those discussions are necessary and will not be charged under this agreement. As a result, these discussions and remote confirmations will be at a mutually arranged time between Consultant and personnel at the SPD.