PROFESSIONAL SERVICES AGREEMENT

CHANGE ORDER NO. 3

THIS AGREEMENT is entered into on ________________________, between the CITY OF STOCKTON, a municipal corporation (“City”), and Rock Forensics Firearms Consulting, a sole proprietorship (“Consultant”) whose address is 951 Unit D Innkeeper Lane, Corona, CA.

RECITALS

A. City and Consultant entered into an Agreement on January 23, 2013, for services through June 30, 2013.

B. City and Consultant agreed to amend the Agreement term to cover services from July 1, 2013 through June 30, 2014.

C. City continues to find it necessary and advisable to use the services of the Consultant for the purposes provided in the Agreement.

D. Consultant agrees to continue providing the services contained in the Agreement.

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

Section 3. Term. This Change Order shall commence on the date written above and shall expire on June 30, 2015.
Section 4. Compensation. City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A.

THIS AGREEMENT executed the date and year first above written.

CITY OF STOCKTON

By: __________________________
City Manager

ATTEST:

____________________________
City Clerk

CONSULTANT

____________________________
Signature

____________________________
Rocky L. Edwards

APPROVED AS TO FORM:

____________________________
Assistant City Attorney
EXHIBIT A

Rock Forensic Firearms Consulting Compensation Rates

Hourly Rates:
$75.00 per hour for all case work
$75.00 per hour for court testimony

Travel Allowance:
$1,200 per trip will be paid in advance to compensate for airfare, lodging, meals, and rental car during his work at the Stockton Police Department. A trip is generally defined as two 10-hour days plus one flexible day based on transportation arrangements. Each additional day shall be compensated at a rate of $300 and shall not exceed a total of 7 days. This is a flat rate and in the event the costs are greater, no further compensation will be billed.

Additional travel expenses will be billed if court testimony is not during the time periods Consultant is present on site at the Stockton Police Department including airfare, hotel, meals, and rental car as applicable.

Remote Consultation:
Consultant will provide online discussions with the Stockton Police Department's IBIS Technicians when those discussions are necessary and will not be charged under this initial contract. Since there is no charge at this time for this service then these discussions and remote confirmations will be at a mutually arranged time between Consultant and personnel at the Stockton Police Department.