## SECOND AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### ERIC NEVINS dba NEVINS PROFESSIONAL INVESTIGATIONS

Professional Administrative Investigative Services
Procured through County of Riverside Contract ID# SHARC-95353-007-06/24

#### **RECITALS**

WHEREAS, the City and Consultant entered into that certain Professional Consultant Services Agreement dated April 27, 2021 ("Agreement"), for Professional Administrative Investigative Services;

WHEREAS, the City and Consultant entered into that certain First Amendment to Professional Consultant Services Agreement dated November 22, 2021 ("First Amendment"), for Professional Administrative Investigative Services Procured through County of Riverside Contract ID# SHARC-95353-007-06/24;

WHEREAS, the Agreement is set to expire June 30, 2024; and

WHEREAS, the City and Consultant desire to extend the Term of the Agreement by one (1) additional year, through June 30, 2025, and increase compensation in the amount of not to exceed One Hundred Thousand Dollars (\$100,000.00), for the extended term of the Agreement.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

- 1. Section 2, Term, is hereby amended to extend the Term of the Agreement for one (1) additional year, through June 30, 2025.
- 2. Section 3, Compensation/Payment, is hereby amended to increase compensation in the amount of not to exceed One Hundred Thousand Dollars (\$100,000.00), for the extended term of the Agreement.
- 3. Exhibit "A" (Scope of Services) shall be replaced with Exhibit "A-2," attached hereto and incorporated herein by this reference.

- 4. Exhibit "B" (Compensation) shall be replaced with Exhibit "B-2," attached hereto and incorporated herein by this reference.
- 5. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this Second Amendment, shall remain in full force and effect as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation	ERIC NEVINS, a sole proprietor, doing business as NEVINS PROFESSIONAL INVESTIGATIONS
By: City Manager	By:  Name: ERIC NEGUES  Title: OWNER
Attest: City Clerk	
Certified as to Availability of Funds:	
By: Respondent Chief Financial Officer	
Approved as to Form:	
By: Susum Welson	

Senior Deputy City Attorney

# EXHIBIT "A-2" SCOPE OF SERVICES

### **Nevins Professional Investigations**

13312 Ranchero Road Suite 18 #452 Oak Hills, Ca. 92344

#### Administrative Investigation Scope

- 1. Personal meeting with the assigning authority to determine the scope of the investigation.
- 2. Initial review of the complaint and complaint form, if applicable.
- 3. Provide a written estimate of costs associated with the investigation, if requested.
- 4. Review of any supporting documents.
- 5. Review of potential applicable policies and/or procedures.
- 6. In depth recorded interview of the complainant/reporting party.
- 7. In depth recorded interview of all witnesses.
- 8. In depth recorded interview of the subject employee(s).
- 9. Review and correction of interview transcripts.
- 10. Comprehensive detailed written investigative report that follows the City of Riverside Administrative Investigation report format (if desired). Final investigations will be submitted in an electronic format.
- 11. Follow-up meeting(s) with Management or Admin, as requested.
- 12. Preparation and testimony at administrative and/or criminal hearings, if needed

#### City of Riverside Responsibilities

The City of Riverside is responsible for providing the following completed documents and services:

- 1. Notification and service of the Administrative paperwork:
  - a. Notice of Administrative (Internal Affairs) Investigation to subject employee(s).
  - b. Administrative Leave Notice and all associated directives.
  - c. Notice of employee witness interviews.
  - d. Notice of employee subject interviews.
  - e. Admonition of Rights (Served by contract investigator).
- 2. Provide a private location for administrative interviews.
- 3. Provide applicable Policy Manuals, MOU's, and County Policy.

Please feel free to contact me regarding my services or the fees outlined above. Please let me know if there is any additional information you require. Again, thank you for the opportunity to serve the City of Riverside.

Sincerely,

Eric Nevins Owner/Qualified Manager CA PI #188286

# EXHIBIT "B-2" COMPENSATION

### Nevins Professional Investigations

13312 Ranchero Road Suite 18 #452 Oak Hills, Ca. 92344

June 10, 2024

Dear Rene Goldman,

My current contract expires on June 30, 2024 and pursuant to your request for Administrative (IA) Investigation services, I have created the following fee structure beginning July 1, 2024 for your review and consideration. The scope of investigation for each level is provided herein.

#### Administrative (IA) Investigations

\$135.00 per hour, plus any costs required to complete the initial investigation (travel time, fees charged by others to obtain official transcripts, documents, parking, overnight hotel costs, and per diem meals for out of the area overnight investigations, etc.). These fees are unusual but do occur. Travel and any overnight stays outside of Southern California must be pre-approved by the City of Riverside.

Mileage will be charged at the current year IRS rate for any required travel. The 2024 IRS mileage rate is .67 cents per mile (Rate will be adjusted for 2025 and subsequent years). For all required travel, an hourly rate of \$135.00 per hour will be charged for all travel time in addition to the mileage rate.

Nevins Professional Investigations will provide transcripts of all interviews at an additional cost based on the number of parties in the interview and the expected return time of the transcripts.

#### **Arbitration and Other Hearings**

**\$250.00 per hour,** for any preparations and testimony at administrative hearings to include arbitrations or other Court or legal proceedings including but not limited to criminal and civil cases arising out of or associated with the administrative investigation. This includes all time associated with preparation to testify, review of reports and documents, associated meetings with administrative or legal staff, travel time, and standby for testimony at the testimony facility (If placed on call, a rate of \$135.00 per hour will be charged while on-call, not to exceed 8 hours each day). There will be a minimum of 4 hours of on-call pay, per day of on-call. All travel outside the Southern California area and any overnight stays will be pre-approved by the City of Riverside before any costs are incurred.

Mileage will be charged at the current year IRS rate for any required travel in additional to the hourly rate. The 2024 IRS mileage rate is .67 cents per mile (Rate will be adjusted for 2025 and subsequent years). For required travel, an hourly rate of \$250.00 per hour will be charged for all travel time in addition

Net terms for payment are 30 days.