

FIRST AMENDMENT TO AGREEMENT FOR DURHAM POLICE DEPARTMENT STAFFING AND DEPLOYMENT STUDY

This contract amendment is made, dated, and entered into as of the 2nd day of November, 2015, between the International Association of Chiefs of Police, Inc. (“Contractor”), a professional association organized and existing under the laws of Alexandria, Virginia; and the City of Durham (“City”).

BACKGROUND. The City and the Contractor entered into a contract titled “Agreement for Durham Police Department Staffing and Deployment Study,” dated July 15, 2015. That contract is referred to as the “Original Contract.”

The Original Contract is amended as follows:

101. The scope of service of the original contract was for a comprehensive independent review and analysis of the Police Department’s uniform patrol and investigative functions. This amendment expands the scope of service to include a comprehensive independent review and analysis of all functions within the Police Department. The expanded scope of services is described in the Association’s amended proposal, attached hereto and incorporated by reference.

102. In the Original Contract, the price stated in Section 8 (Payment to the Association) was \$41,323.00. The price is hereby increased by \$50,000.00, resulting in a new price of \$91,323.00.

103. The date that is stated in Section 4 (Date of Performance) is changed to reflect that the project completion date is 4 months from the date of the contract amendment’s execution. The following timeline replaces the timeline shown in the Original Contract:

ACTIVITY	ESTIMATED TIMEFRAME
Introductory phone call (part II)	Month 1
Request for additional data; schedule onsite visits	Month 1
Additional onsite data collection & interviews	Month 1
Design and deploy organizational surveys	Month 2
Process data; draft preliminary findings	Months 2 and 3
Draft final report	Months 2 and 3
Forward draft for review	Months 3 and 4
Finalize and present report	Months 3 and 4

104. Signatures. The signatories on behalf of the Association and the City aver that they are authorized to represent and act on behalf of their respective parties and that each is acting in reliance upon this representation in the execution of this contract amendment.

105. Insert section 18 with the following:

Sec. 18. E-Verify compliance under 143-133.3. The contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). This E-Verify compliance under 143-133.3 section is intended to apply to only the contracts to which NCGS 143-133.3(a) applies and shall be construed in accordance with that statute. Any clause in this contract included under the authority of NCGS 160A-20.1(b) shall be of no effect; provided, however, to the extent (if any) required to comply with NCGS 143-129(j), a clause in this contract requiring the contractor and its subcontractors to comply with the requirements of Article 2 of Chapter 64 shall remain in effect if this contract is subject to NCGS 143-129. This E-Verify compliance under 143-133.3 section is valid only if House Bill 318, which was ratified on 29 September 2015, is signed into law by the Governor of North Carolina.

106. Except for the changes made herein, the terms of the Original Contract shall remain in full force and effect to the extent not inconsistent with this Amendment.

IN WITNESS WHEREOF, the City has caused this contract amendment to be executed by the proper officers on this _____ day of _____, 2015.

CITY OF DURHAM, NC

BY: _____
Thomas J. Bonfield, City Manager

ATTEST:

BY: _____

IN WITNESS WHEREOF, the ASSOCIATION has caused this contract amendment to be executed by the proper officer on this ____ day of _____, 2015

INTERNATIONAL ASSOCIATION OF CHIEFS OF
POLICE, INC.

BY: _____
Gwen Boniface
Deputy Executive Director

ATTEST:

BY: _____

