EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM: AMENDMENT

Contract# 32300006
Vendor# 51339

CONTRACTOR NAME: It's Personnel, Rebecca Burnside dba
Berkeley Business License #: BL-15562

Subject of Contract: Workplace Investigation

This contract package contains:

2. Original Contracts (Vital Record andVendor) in folder
   * The Vital Record contract MUST be in a folder. Vendor copy may be assembled with an Acco-fastener.
   * Docsign Agreements only require 1 Original (Vital Record) copy.

1. Scope of Services and Term
2. Payment Provisions
3. Sanctuary City Compliance Statement
4. Living Wage Certification (if not submitted with original contract) LWO use current form on web
5. Certification of Compliance with Equal Benefits Ordinance (if not submitted with original contract) EBO use current form on web
6. Federally Funded Project Requirement ONLY: Debarment status printout ($25,000 and above) SAM.gov
7. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)
8. Authorizing Council Resolution #

Requisition # (Hard copy attached) Budget Code 678-31-302-000-0000-000-472-612190
Council Approved Amount $ Amt. 100,000.00
Purchase Order # 22301033 Amt.

Was there any advance payment? No ☐ Yes ☐ If Yes, Advanced Amount $

| Original contract amount | $15,000.00 |
| Amount/s added by previous amendment/s (if applicable) | $85,000.00 |
| Amount added by this amendment | $100,000.00 |
| Total/cumulative contract amount after amendment | $200,000.00 |
| Contingency | $0.00 |

TOTAL NOT TO EXCEED AMOUNT $200,000.00

Routing and signatures:
All elements of the contract package, including information provided above and on Amendment Data Transmittal form (page 2), have been reviewed for completeness and accuracy and executed by the following signatures:

1. Ramonda Clarke City Attorney 510-981-6992 2/10/2023
   Project Manager (PRINT NAME/SIGN)

2. Ramonda Clarke Department 2/10/2023
   Department Administrative Officer/Accounting (PRINT NAME/SIGN)

3. Farimah Brown 2/10/2023
   Assistant City Attorney
   Department Head (PRINT NAME/SIGN)

4. Josh Rosen 2/14/2023
   Contract Administrator (PRINT NAME/SIGN)

5. Sharon Friedenberg 2/14/2023
   Budget Manager (PRINT NAME/SIGN)

Routing continues to the following persons, who sign directly on the contract: (Will not sign unless all signatures and dates appear above)
6. City Manager
7. City Clerk: Delect __________ Review __________

* For current vendor forms, go to City of Berkeley website: http://www.cityofberkeley.info/ContentDisplay.aspx?id=5418
EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM: AMENDMENT

City of Berkeley Contract Amendment Data Transmittal
(To be completed by Project Manager)

It's Personnel, Rebecca Burnside
Contractor
1545 Broadway, #305
Address
San Francisco, CA 94109

Amended Contract Number:

32300006

Contract Amendment Authority

☐ Resolution # __________________________ Original Resolution # __________________________

☐ Ordinance # __________________________ (If appropriate)

Description of Amendment/s

☐ Change of Services/Scope: __________________________

☒ Change of Dollars: Original Amount: $15,000 Amended Not to Exceed Amount: $200,000

☐ Change of Contract Term

Change as of This Amendment or Extension:

From: __________________________ To: __________________________

Change as of Prior Amendment (if any):

From: __________________________ To: __________________________

Original Term: From: __________________________ To: __________________________

Evidence of Insurance for Contract Amendment

<table>
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<td>Workers Comp.</td>
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<tr>
<td>Bond</td>
<td>☐ $____</td>
<td>__________</td>
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</table>
Roben, Josh

From: Friedrichsen, Sharon
Sent: Tuesday, February 14, 2023 2:21 PM
To: Roben, Josh
Cc: Murty, Rama; Dupaya, Maricar C.; Rosete, Michelle
Subject: FW: Contract Amendment: Rebecca Burnside dba It’s Personnel - Workplace Investigation

Follow Up Flag: Follow up
Due By: Thursday, February 16, 2023 9:00 AM
Flag Status: Flagged

Internal

Josh,
Budget Final Approved
Sharon

From: Murty, Rama
Sent: Tuesday, February 14, 2023 1:47 PM
To: Friedrichsen, Sharon <SFriedrichsen@cityofberkeley.info>
Cc: Dupaya, Maricar C. <MDupaya@cityofberkeley.info>; Rosete, Michelle <mrosete@cityofberkeley.info>
Subject: Contract Amendment: Rebecca Burnside dba It’s Personnel - Workplace Investigation

Internal

Internal

Budget Initial – Approved

Notes:
Council Authorizing Resolution: N/A since this is a City Attorney Office contract
Scope: Workplace Investigation
Current Contract Amount: $100,000
Amendment Amount: $100,000
Revised Contract Amount: $200,000

Funds are in budget rollup code IU302 and contract change order was approved and released on 2/10/23.

Rama Murty, MPA
Senior Management Analyst
City Manager’s Office - Budget Office
Phone: 981-7044
Fax: 981-7099

Work Schedule:
Remote: Mondays, Thursdays, & Fridays
In-Office: Tuesdays & Wednesdays
AMENDMENT TO CONTRACT

This Amendment to Contract is entered into this 8th day of February 2023 between the CITY OF BERKELEY, a Charter City organized and existing under the laws of the State of California, and IT'S PERSONNEL ("Attorneys") doing business at 1545 Broadway, Unit 305, San Francisco, CA 94109, who agree as follows:

WHEREAS, City and Attorneys previously entered into Contract 32300006, dated May 3, 2022, which contract was authorized by the City Attorney for an amount not-to-exceed $15,000;

WHEREAS, City and Attorneys previously entered into Contract 32300006, dated October 25, 2022, which contract was authorized by the City Attorney for an amount not-to-exceed $100,000; and

WHEREAS, the City Attorney has authorized an amendment of said contract as set forth below.

1. Section 2.c. is amended to read as follows:
   
   c. The fees and expenses pursuant to this Contract amendment shall not exceed an additional amount of $100,000 for a total contract value not-to-exceed $200,000 without amendment hereto. Attorneys shall not earn fees for services or incur expenses in excess of the aforesaid amount prior to executing with the City a written amendment to this contract increasing the amount payable hereunder. Attorneys shall notify the City as soon as practicable that a contract amendment increasing the amount payable may be necessary.

2. In all other respects, the contract dated May 3, 2022, shall remain in full force and effect.

IN WITNESS WHEREOF, City and Attorneys have executed this Amendment to Contract on the date written on the first paragraph of this Amendment to Contract.

ATTORNEYS
IT'S PERSONNEL

By
Rebecca Burnside, Owner
CITY OF BERKELEY

By Broder Dowler Assistant City Mty

Farimah Brown, City Attorney

Registered on behalf of the City Auditor by:

Finance Department

Attest:

Deputy City Clerk
CITY OF BERKELEY

Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of [Company Name] (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolutions:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: Tibet Autonomous Region, the provinces of Auo, Kham, and U-Tsang; and Burma (Myanmar)

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

a. The governing regime in any Oppressive State.
b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: [Name]

Signature: [Signature]

Date: [Date]

Business Entity: [Company Name]

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: [Signature]

Date: [Date]

Contract Description/Specification No.: [Description]

Attachment D

Rev. 1/1/2023
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Charter Risk Management
2310 Clement Street
San Francisco CA 94121

INSURED
Rebecca Burnside DBA It's Personnel Consulting
1545 Broadway #305
San Francisco CA 94109

INSURER(S) AFFORDING COVERAGE
INSURER A: Liberty Mutual
INSURER B: Evanston Insurance Company
INSURER C: Travelers Casualty and Surety Company of America
INSURER D:
INSURER E:
INSURER F:

COVERAGE:

COVERAGE:
GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE OCCUR

GENL AGGREGATE LIMIT APPLIES PER:

POLICY
PERIOD
LOC

CUMULATIVE EXP

A

B

UMBRELLA LIAB
EXCESS LIABILITY
CLAIMS-MADE

EACH OCCURRENCE
1,000,000

PERSONAL & ADV INJURY
1,000,000

PROPERTY DAMAGE
2,000,000

PRODUCTS COM/OP AQG
2,000,000

B

C

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 181, Additional Remarks Schedule, if more space is required)
Business Location: 1545 Broadway #305, San Francisco, CA 94109
The City of Berkeley, its officers, agents, volunteers and employees are added as an additional insured

CERTIFICATE HOLDER
The City of Berkeley
2180 Milvia Street
Berkeley, CA 94704

CANCELATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**City of Berkeley, California**  
**2023 BUSINESS LICENSE**

This license must be conspicuously posted. Business owner is responsible for renewing this business license by the 28th of February each year.

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</table>

**IT'S PERSONNEL**  
**REBECCA BURNSIDE**  
**1545 BROADWAY APT 305**  
**SAN FRANCISCO, CA 94109-2533**

This license is issued without verification that the license is subject to an exemption from licensing by the state. It shall not be construed as authorizing the conduct or continuance of any illegal or unlawful business nor does it constitute conformity with zoning, toxic code, fire, building permit and/or health requirements. - compliance with BMC 9.04 only.