

Tailored Training Programs, L.L.C.

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #7930

THIS THIRD AMENDMENT to that Agreement for Services #7930 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Tailored Training Programs, L.L.C., a North Carolina limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 104 Lockerbie Court, Pinehurst, North Carolina 28374-8162 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant has been engaged by County to provide as-needed in-person or virtual science-based interviewing and interrogation technique training services for the District Attorney's Office pursuant to Agreement for Services #7930, dated September 19, 2023, First Amendment to Agreement for Services #7930, effective April 30, 2024, and Second Amendment to Agreement for Services #7930, effective April 1, 2025, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of September 18, 2026 for two (2) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$125,000, for an amended not-to-exceed amount of \$520,000, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit A**;

WHEREAS, the parties hereto desire to amend the Agreement to update the provisions of the California Levine Act Statement, replacing **Exhibit B** and **Exhibit B-1** with **Amended Exhibit B**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement for Services #7930 on the following terms and conditions:

- I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on September 18, 2028.

- II. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this Third Amendment to the Agreement, the billing rates shall be in accordance with Exhibit A, marked "Fee Schedule", incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit A, marked "Amended Fee Schedule", incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$520,000, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant may bill travel-related costs as a lump-sum, in accordance with each approved proposal. Consultant is responsible for cancelling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and the County's Contract Administrator or designee has determined that the reasons are valid.

Invoices shall be mailed to County at the following address:

County of El Dorado
District Attorney's Office
778 Pacific Street
Placerville, California 95667

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay

payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth in ARTICLE XII, Default, Termination, and Cancellation, herein.

- III. **Exhibit B, California Levine Act Statement, and Exhibit B-1, Updated California Levine Act Statement** are both replaced in their entirety with **Amended Exhibit B, Amended California Levine Act Statement**, attached hereto and incorporated herein by reference. All references to **Exhibit B, California Levine Act Statement, and Exhibit B-1, Updated California Levine Act Statement**, throughout the Agreement shall read **Amended Exhibit B**.

Except as herein amended, all other parts and sections of Agreement for Services #7930 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #7930 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- TAILORED TRAINING PROGRAMS, L.L.C. --

By: _____ Dated: _____
Kristin Richmond
Manager
"Consultant"

Tailored Training Programs, L.L.C.

Amended Exhibit A

Amended Fee Schedule

Course Details	Course Type	Price
2-hour Seminar w/ 1 Instructor	Virtual	\$780
2.5-hour Class w/ 2 Instructors	Virtual	\$930
Course Daily Rate w/ 1 instructor		
1 day	In-Person	\$1,795
2 days	In-Person	\$3,590
3 days	In-Person	\$5,385
4 days	In-Person	\$7,180
5 days	In-Person	\$8,975
Course Daily Rate w/ 2 instructors		
1 day	Virtual	\$2,855
2 days	Virtual	\$5,710
3 days	Virtual	\$8,565
4 days	Virtual	\$11,420
5 days	Virtual	\$14,275
Course Daily Rate w/ 2 instructors		
1 day	In-Person	\$2,975
2 days	In-Person	\$5,950
3 days	In-Person	\$8,925
4 days	In-Person	\$11,900
5 days	In-Person	\$14,875
3-day Advanced Course 2 instructors		
	In-Person	\$9,850
	Virtual	\$9,350
3-day Advanced Course 1 instructor		
	In-Person	\$7,250
	Virtual	\$6,875
Hybrid - Coaching Course		
	In-Person/Virtual	\$5,680
Hybrid - Instructor Course		
	In-Person/Virtual	\$9,950
SME 1 (Subject Matter Expert/Instructor/Designer/Consultation) Hourly Rate		
	N/A	\$156
SME 2 (Subject Matter Expert/Instructor/Designer/Consultation) Hourly Rate		
	N/A	\$166
Administrative travel support outside of TTP personnel		
	N/A	\$55
<i>*SME 1 & SME 2 rates are dependent upon the level of staff providing the consultation services.</i>		

Travel Expenses:

Travel expenses will be reimbursed in accordance with ARTICLE III, Compensation for Services.

Tailored Training Programs, L.L.C.

Amended Exhibit B

Amended California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual