

Nick Warner Consulting LLC

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #8050

THIS FIRST AMENDMENT to that Agreement for Services #8050 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 Nick Warner Consulting LLC, a limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 4250 Rolling Oaks Drive, Granite Bay, California 95746 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant has been engaged by County to assist its District Attorney's Office in providing professional development consulting services pursuant to Agreement for Services #8050, dated September 22, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to revise the scope of work to allow for additional management team meetings and virtual coaching sessions required for the completion of the project, amending **ARTICLE I, Scope of Work**, and replacing Exhibit A, Scope of Work with **Amended Exhibit A, Amended Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Fee Schedule, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B, Amended Fee Schedule**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$6,000, for a new total not-to-exceed amount of \$16,000, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to fully-replace the last paragraph in **ARTICLE XX, Conflict of Interest**, adding **Exhibit C-1, Updated California Levine Act Statement**;

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 First Amendment to Agreement for Services #8050 on the following terms and conditions:

- I. Exhibit A, Scope of Work is replaced in its entirety with Amended Exhibit A, Amended Scope of Work, attached hereto and incorporated herein by reference. All references to Exhibit A, Scope of Work throughout the Agreement are substituted with Amended Exhibit A, Amended Scope of Work.

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 October 31, 2023, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning November 1, 2023 and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$16,000, 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.

Invoices shall be mailed to County at the following address:

County of El Dorado
District Attorney's Office
778 Pacific Street
Placerville, California 95667
Attn.: Vern Pierson
District Attorney

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 the 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 below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

III. ARTICLE XX, Conflict of Interest, last paragraph, is replaced in its entirety to read as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," and Exhibit C-1, marked "Updated California Levine Act Statement," both incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #8050 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8050 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Purchasing Agent
"County"

--NICK WARNER CONSULTING LLC--

By: *Nick Warner*

Dated: 4-15-24

Nick Warner
Owner
"Consultant"

By: *Katy Warner*

Dated: 4-15-24

Katy Warner
Manager

Nick Warner Consulting, LLC

Amended Exhibit A

Amended Scope of Work

Project Description

The District Attorney's Office (Department) is investing in the advanced business and management acumen of its top and emerging executives and management teams. This initiative introduces business coaching and advanced professional development with an informed outside perspective.

Scope of Services

Consultant shall design, facilitate, and document an update to the Department's existing management team structure and team meetings.

Task 1 – Kick-Off/Executive Roundtable Meeting

Kick-off/Executive Roundtable meeting with the Department's management team to review organizational information and outline the overall process. Consultant shall attend and guide one (1) initial Kick-off/Executive Roundtable meeting to better understand organizational culture, what's going well, what needs to be improved upon, and to meet the team.

Deliverable(s):

- One (1) Executive Roundtable meeting.
- Written feedback, communication, reports, and/or recommendations as determined and scheduled by County's Contract Administrator.
 - Written deliverables may be delivered in the form of email, report, or verbal consultation with the County's Contract Administrator.
 - Reports and recommendations to be submitted in Microsoft Word or portable document file (PDF) format.
 - Feedback and recommendations shall be provided in an appropriate and timely manner.

Task 2 – Management Team Meetings

Observe and participate in management team meetings - Consultant shall attend management team meetings, as requested by the County's Contract Administrator, for the purpose of assessing organizational functionality and working toward training, and recommendations.

Deliverable(s):

- Management team meetings as requested by the County's Contract Administrator.
- Written feedback, communication, reports, and/or recommendations as determined and scheduled by County's Contract Administrator.

- Written deliverables may be delivered in the form of email, report, or verbal consultation with the County's Contract Administrator.
- Reports and recommendations to be submitted in Microsoft Word or portable document file (PDF) format.
- Feedback and recommendations shall be provided in an appropriate and timely manner.

Task 3 – Virtual Coaching Sessions

As a follow-up to observing team meetings, Consultant shall conduct virtual ninety (90) minute Advanced Professional & Executive Development coaching sessions with members of the management team as requested by the County's Contract Administrator.

Deliverable(s):

- Virtual ninety (90) minute Advanced Professional & Executive Development coaching sessions with each member of the management team, as requested by the County's Contract Administrator.
- Written feedback, communication, reports, and/or recommendations as determined and scheduled by County's Contract Administrator.
 - Written deliverables may be delivered in the form of email, report, or verbal consultation with the County's Contract Administrator.
 - Reports and recommendations to be submitted in Microsoft Word or portable document file (PDF) format.
 - Feedback and recommendations shall be provided in an appropriate and timely manner.

Task 4 – Recommendations and Strategies

Provide written recommendations and propose specific strategies to the County's Contract Administrator based upon Advanced Professional & Executive Development coaching sessions. Recommendations and strategies shall be provided after the final coaching session is completed. Consultant is responsible for providing updates and recommendations on both assessment and action tailored plans.

Deliverable(s):

- Written feedback, communication, reports, and/or recommendations as determined and scheduled by County's Contract Administrator.
 - Written deliverables may be delivered in the form of email, report, or verbal consultation with the County's Contract Administrator.
 - Reports and recommendations to be submitted in Microsoft Word or portable document file (PDF) format.
 - Feedback and recommendations shall be provided in an appropriate and timely manner.

Nick Warner Consulting LLC

Amended Exhibit B

Amended Fee Schedule

<u>Tasks</u>		<u>Cost</u>
1. Kick-Off Meeting	\$	1,000
2. Management Team Meetings	\$	5,000
3. Virtual Coaching Sessions	\$	6,000
4. Recommendations and Strategies	\$	4,000
	Total: \$	16,000

*All Expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Tasks identified herein, subject to the County Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement (\$16,000) be exceeded.

Services shall be compensated in accordance with all of the provisions of ARTICLE III, Compensation for Services, of the Agreement, and may be billed on a monthly basis based upon services completed. In the event tasks are not billed in full during any given month of services, they may be billed at a pro-rated cost at the final approval of the County's Contract Administrator.

Nick Warner Consulting LLC

Exhibit C-1

Updated 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 two hundred and fifty dollars (\$250) 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 Consultant'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 \$250 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 \$250 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.

4-15-24
Date

Nick Warner Consulting
Type or write name of company

Nick Warner
Signature of authorized individual

Nick Warner
Type or write name of authorized individual