

## Tailored Training Programs, L.L.C.

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4935

**THIS FIRST AMENDMENT** to that Agreement for Services #4935 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, whose principal place of business is 104 Lockerbie Court, Pinehurst, North Carolina 28374, (hereinafter referred to as "Consultant");

#### RECITALS

**WHEREAS**, Consultant has been engaged by County to provide virtual training in interrogation and interview techniques with additional training sessions on an as-needed basis for the District Attorney's Office, pursuant to Agreement for Services #4935 dated June 9, 2020, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to update the scope of work to include additional trainings, amending **ARTICLE I, Scope of Services** and adding **Exhibit A, Additional Scope of Work**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$53,975, amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's notice recipient address, amending **ARTICLE XIII, Notice to Parties**;

**WHEREAS**, the parties hereto desire to fully-replace specific Articles and add new Articles to include updated contract provisions and memorialize the independent contractor relationship created through this agreement;

**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 #4935 on the following terms and conditions:

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

#### **ARTICLE I**

**Scope of Work:** Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are

identified herein and within Exhibit A, marked "Additional Scope of Work," incorporated herein and made by reference a part hereof.

Consultant shall, at Consultant's own expense, furnish all personnel, equipment, and services necessary to provide professional services in the means of virtual interrogation and interview training techniques. Services shall include a total of twelve (12) training virtual training sessions, two (2) hours per session, spread across three (3) weeks, those services identified in Exhibit A, and tasks that reasonably necessary for the completion of the work identified in the Scope of Work. Consultant shall provide additional training sessions and/or consultation services on how to apply training and research to specific interviews or ongoing cases on an as-needed basis.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein. A separate Notice to Proceed will be issued for each additional training session or consultation service as determined by County. No payment will be made for any work performed prior to the effective date of the Agreement.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly.

Consultant acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion.

**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, 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 receipt and approval of itemized invoices detailing 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 First Amendment to the Agreement, the billing rate shall be \$8,952 for twelve (12) virtual training sessions and \$150 per hour for each additional training sessions or consultation service on an as-needed basis.

For the period beginning with the effective date of this First Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with the following:

<u>Description</u>	<u>Type</u>	<u>Cost</u>
Extension Course to May 2022 Interview Course	Virtual	\$4,950
New Coach Training	Hybrid	\$5,500
Returning Coach Training	Hybrid	\$950
Full Science Based Interview Course (First Run)	In-Person	\$13,875
Full Science Based Interview Course (Second Run)	In-Person	\$8,250
Follow-on Extension Course	Virtual	\$4,950
Associated Travel		\$15,500
As Needed additional training sessions/consultation services		\$150/hour

The total amount of this Agreement, as amended, shall not exceed \$93,975, 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

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 monthly 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 XII, Default, Termination, and Cancellation, herein.

**III. ARTICLE XIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

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

Attn.: Vern Pierson  
District Attorney

With copy to:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

Tailored Training Programs, LLC  
104 Lockerbie Court  
Pinehurst, North Carolina 28374

Attn.: Kristin Richmond, President

or to such other location as Consultant directs.

**IV. The following Articles of the Agreement are fully replaced in their entirety to read as follows:**

**ARTICLE VI**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

**ARTICLE IX**

**Independent Consultant:** The parties intend that an independent Consultant relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

## **ARTICLE XII**

### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the

party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
  3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XIX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay

for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

#### **ARTICLE XV**

**Indemnity:** To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the active negligence, sole negligence, or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

#### **ARTICLE XIX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XII, Default, Termination, or Cancellation.

## **ARTICLE XX**

### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.



- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

**V. The following Articles of the Agreement are added to read as follows:**

**ARTICLE XXXII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

**ARTICLE XXXIII**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

**ARTICLE XXXIV**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of Agreement for Services #4935 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #4935 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: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_  
Kristin R. Richmond  
President  
"Consultant"

Dated: \_\_\_\_\_

# Tailored Training Programs, L.L.C.

## Exhibit A

### Additional Scope of Work

Consultant shall provide training for personnel seeking to attain competence in science-based interviewing or working to become a coach/mentor in the subject matter. Dates and times of training sessions shall be determined/confirmed with County's Contract Administrator or designee upon execution of the Agreement's First Amendment.

Training shall include:

#### **Extension Course**

*Proposed Training Session Date: September 27, 2022 to October 7, 2022*

The Science-Based Extension Course to be conducted virtually is a series of six sessions (12 hours) designed to build upon the foundational understanding established in the May 2022 iteration of the initial Science-Based Interview Course.

#### **New Coach Training**

*Proposed Training Session Dates: September 28, 2022 to October 9, 2022*

*Half (1/2) day session – October 9, 2022*

Consultant shall conduct a hybrid coaching course (both virtual and face-to-face components) for personnel who have been chosen as future coaches/mentors and have not previously attended this course. This course focuses specifically on transitioning the identified personnel into a coaching role for the foundational Science-Based Interview Course, while still supported by the Consultant's team in the short-term. This course is comprised of three (3) two-hour virtual sessions focused on the components of facilitated learning and coaching for the learning objectives. After coaches complete these three (3) virtual sessions, they will join a half (1/2) day (face-to-face) session the day prior to the conduct of the next iteration of the five (5) day Science-Based Interview Course.

#### **Returning Coach Training**

*Proposed Virtual Training Session: TBD*

*Proposed In-Person Training Session: October 9, 2022*

Consultant shall provide one (1) virtual session to current coaches to prepare them for working with new coaches and executing new responsibilities and a two (2) hour in-person session the day prior to the course to rehearse logistics and practice roles.

#### **Full Science-Based Interview Course (First Run)**

*Proposed Training Session Date: October 10, 2022 – October 14, 2022*

Consultant shall provide a master instructor and a course facilitation/instructional coach, who shall guide the course in order to teach the foundational material to up to twenty-four (24) individuals. Using supporting instructors/coaches as appropriate, Consultant's designated instructor shall teach the course while Consultant's curriculum and

instructional coach shall guide the course, support new coaches and support the County's personnel on backside course support.

**Full Science-Based Interview Course (Second Run)**

*Proposed Training Session Date: October 17, 2022 – October 21, 2022*

Consultant shall provide master instructor and County personnel will assume full responsibility for the course facilitation/instructional coaching. During this course, new coaches will either coach independently or continue to shadow current coaches depending on comfort level and availability. Using supporting instructors/coaches as appropriate, Consultant's designated instructor shall teach the course.

**Follow-on Extension Course**

*Proposed Training Date: First Quarter of 2023*

The Science-Based Extension Course is a series of six sessions (12 hours) designed to build upon the foundational understanding established in the initial Science-Based Interview Course for all participants of the October courses. This course would allow the participants in the two October face-to-face courses to have the follow-on extension practice and experience. Proposed dates are first quarter 2023.