

## **Wells Barnett Associates, LLC.**

### **SECOND AMENDMENT TO AGREEMENT FOR SERVICES #8305**

**THIS SECOND AMENDMENT** to that Agreement for Services #8305 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 Wells Barnett Associates, LLC., a limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 310 Dorla Court, Suite 100, Zephyr Cove, Nevada 89448, and whose mailing address is Post Office Box 10379, Zephyr Cove, Nevada 89449, (hereinafter referred to as "Consultant");

### **RECITALS**

**WHEREAS**, Consultant has been engaged by County to provide as-needed Tahoe Regional Planning Agency (TRPA) plan check services for the Planning and Building Department pursuant to Agreement for Services #8305, dated May 29, 2024, and First Amendment to Agreement for Services #8305, effective September 13, 2024, 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 May 28, 2025, for seven (7) additional months, 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 \$25,000, amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to reflect the updates made in the provisions of the California Levine Act Statement, replacing Exhibit C, marked "California Levine Act Statement" with Amended Exhibit C, "Amended 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 Second Amendment to Agreement for Services #8305 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 December 31, 2025.

- II. ARTICLE III, Compensation for Services, Paragraph 6,** of the Agreement is amended in its entirety to read as follows:

The total amount of this Agreement, as amended, shall not exceed \$85,000, inclusive of all Work Orders and amended Work Orders, costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Work Orders.

- III.** Exhibit C, California Levine Act Statement, is replaced in its entirety with Amended Exhibit C, Amended California Levine Act Statement, attached hereto and incorporated herein by reference. All references to Exhibit C, California Levine Act Statement, throughout the Agreement are substituted with Amended Exhibit C, Amended California Levine Act Statement.

Except as herein amended, all other parts and sections of Agreement for Services #8305 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Agreement for Services #8305 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: \_\_\_\_\_

**-- WELLS BARNETT ASSOCIATES, LLC. --**

By: *Jesse W. Walker*  
Jesse W. Walker (Jan 27, 2025 10:04 PST)  
Jesse Walker  
Managing Member  
"Consultant"

Dated: 01/27/2025

# Wells Barnett Associates, LLC.

## Amended Exhibit C

### 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.

01/27/2025

Date

Wells Barnett Associates

Type or write name of company

*Jesse W. Walker*  
Jesse W. Walker (Jan 27, 2025 10:04 PST)

Signature of authorized individual

Jesse W. Walker

Type or write name of authorized individual