

Recorder's Office Cover Sheet

Recording Requested By:

Name: Christine Vido

Department: Human Resources



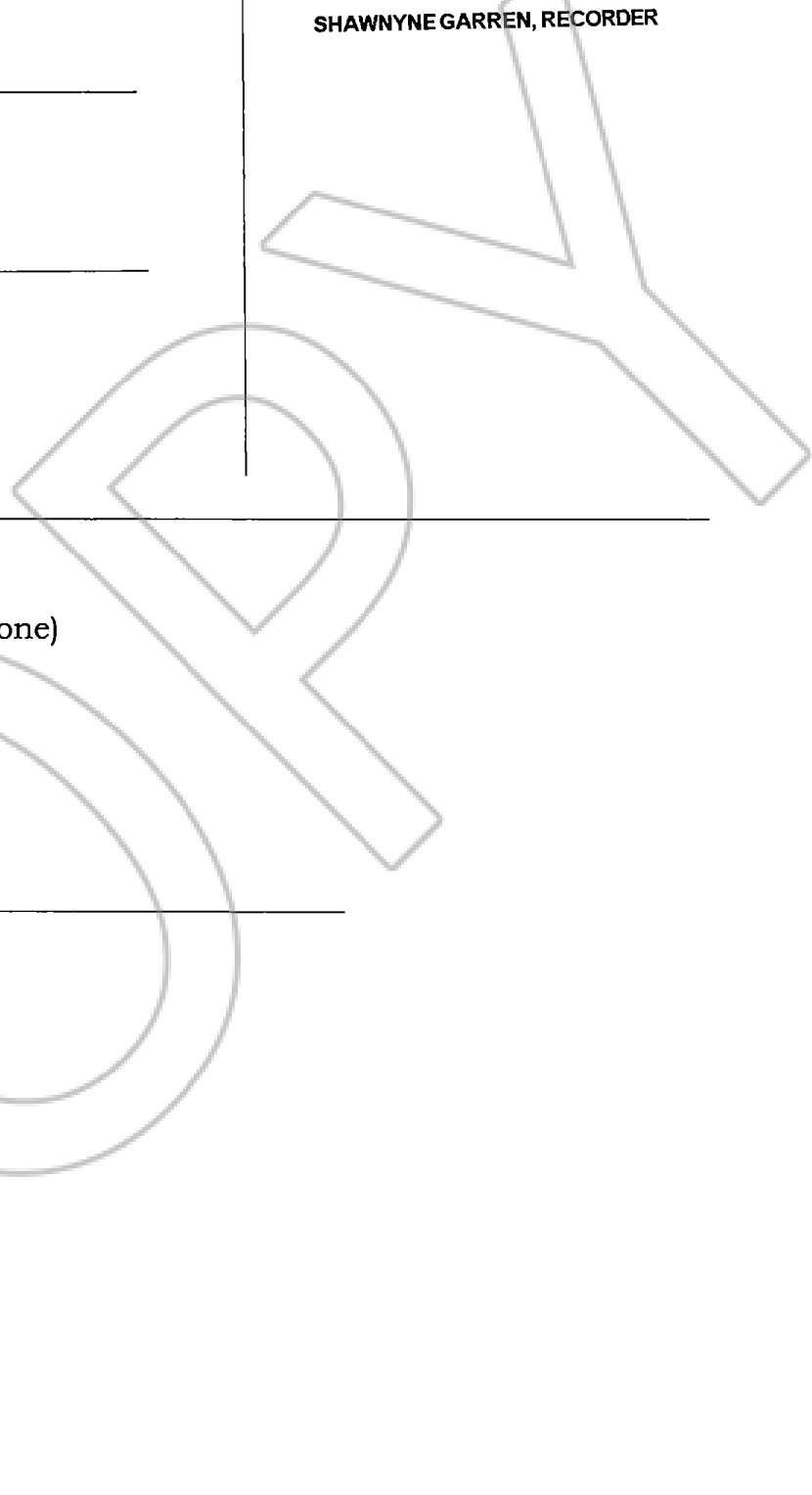
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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____



FILED

NO. 2023.096

6/6/2023
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY [Signature] DEPUTY

**First Amendment to a
CONTRACT FOR
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

DOUGLAS COUNTY, NEVADA

AND

BAKER TILLY US, LLP

This First Amendment (herein "Amendment") effective May 1, 2023 ("Effective Date") is made between Baker Tilly US, LLP (hereafter "Contractor") and Douglas County, Nevada, a political subdivision of the State of Nevada (hereafter "County".)

WHEREAS on October 26, 2022, an Agreement for Professional Services (hereafter "Agreement") was entered into by and between County and Contractor". The Agreement was recorded as Document 2022-991206 and the services contracted included the performance of a comprehensive analysis of Douglas County's position classification(s) and review of the compensation as further detailed in the Agreement for a cost not to exceed \$110,000.00

WHEREAS, the County and the Contractor agree to amend the terms of the Agreement in writing signed by both parties as set forth in paragraph 19 of the Agreement; and

WHEREAS, the Parties agree to amend the Services to be Performed to include Contractor additionally developing draft job descriptions at a cost of \$225.00 and increasing the total cost not to exceed amount of the contract by \$61,875.00 allowing the County to request up to 275 draft job descriptions; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, and in exchange for valuable consideration, the parties mutually agree as follows:

1. Paragraph 2, Services to be Performed shall be amended to include the drafting of job descriptions as directed by the County. The amended new language being added to the Agreement is underlined and italicized, as follows:

2. SERVICES TO BE PERFORMED. The Parties agree that the services to be performed by Contractor are as follows:
Perform a comprehensive analysis of position classification and review of compensation as further detailed in the Contractor's Proposal attached hereto as Exhibit A and Exhibit B.

- Baker Tilly will utilize data captured by employee submitted PAOs as the basis for developing draft job descriptions. This information will have been reviewed and verified by supervisors to ensure completeness and accuracy of the information. Any adjustments to titles, FLSA designations, minimum qualifications, supervision exercised, and Americans with Disabilities Act (ADA)-related information, etc. will be incorporated into the job description drafts.

Baker Tilly will work with the Douglas County, NV project team to develop a template for new job descriptions, including Douglas County's branding and logo, as desired. To maintain a competitive price for the project, we have assumed the new draft descriptions will exclude Knowledge, Skills, and Abilities (KSA's) section and that Douglas County's staff will be responsible for reviewing and finalizing the draft documentation.

Baker Tilly will prepare new job description drafts for \$225 each. Based on 275 unique position titles, total amount not expected to exceed \$61,875.00. Baker Tilly will invoice the County based on the actual number of descriptions delivered

2. Paragraph 3, Payment for Services shall be amended to include the additional costs to the not to exceed amount for the total Agreement. Deleted language is shown being stricken through and the new amended amount is shown underlined and italicized, as follows:

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 for a total cost not to exceed ~~one hundred and ten thousand dollars, \$110,000.00~~ one hundred and seventy-one thousand and eight hundred and seventy-five dollars, \$171,875.00 payable by County to Contractor from Federal funding. Contractor agrees to submit invoices detailing the work completed within ten days of the end of the prior month for any services rendered. County will pay invoices it receives within 45 days after receipt. County reserves the right to withhold or reduce payment under this Agreement if County determines, in its sole discretion that Contractor has failed to comply with any applicable laws and regulations regarding the use of Federal funding.

Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation license fees, memberships and dues; automobile and other travel expenses; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to perform the services described by this Agreement.

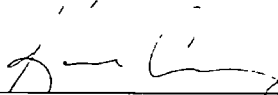
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3. Effect. Other than as modified by this Amendment, the Agreement shall remain in effect as set forth therein. Any conflict between this Amendment and the Agreement shall be resolved in favor of this Amendment.

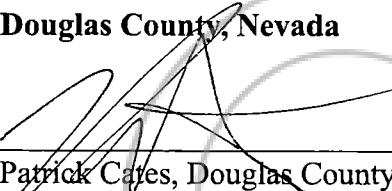
4. Counterparts. County and Contractor acknowledge that they have not been induced to enter into this Amendment by any representation or warranty not set forth in the Agreement as Amended, herein. This First Amendment may be signed in Counterparts. Facsimile signatures or signatures imprinted in an electronic medium, such as .pdf format, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused the First Amendment to the Agreement to be signed and intend to be legally bound thereby.

Baker Tilly US, LLP

By:  May 10, 2023
Kate Crowley, Principal (Date)

Douglas County, Nevada

By:  5/18/23
Patrick Cates, Douglas County Manager (Date)

RE: Classification & Compensation Study – Scope Revision

DATE: April 27, 2023

This Scope Appendix is attached by reference to the above-named engagement letter (the “Engagement Letter”) between Douglas County, NV (the “Client”) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly US, LLP.

SCOPE OF WORK

Baker Tilly will utilize data captured by employee submitted PAQs as the basis for developing draft job descriptions. This information will have been reviewed and verified by supervisors to ensure completeness and accuracy of the information. Any adjustments to titles, FLSA designations, minimum qualifications, supervision exercised, and Americans with Disabilities Act (ADA)-related information, etc. will be incorporated into the job description drafts.

Baker Tilly will work with the Douglas County, NV project team to develop a template for new job descriptions, including Douglas County’s branding and logo, as desired. To maintain a competitive price for the project, we have assumed the new draft descriptions will exclude Knowledge, Skills, and Abilities (KSA’s) section and that Douglas County’s staff will be responsible for reviewing and finalizing the draft documentation.

COMPENSATION AND INVOICING

Baker Tilly will prepare new job description drafts for \$225 each. Based on 275 unique position titles, total amount not expected to exceed \$61,875.00. Baker Tilly will invoice the County based on the actual number of descriptions delivered

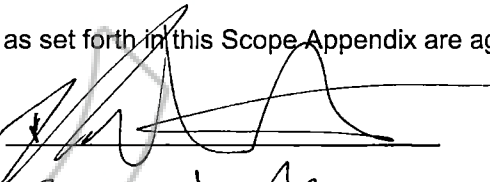
If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Kate Crowley
Principal
Public Sector Advisory

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: 
Title: County Manager
Date: 5/18/23

COPY

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

6th day of JUNE, 2023

By Emmy Dambrowski Deputy