

## FIRST AMENDMENT

THIS FIRST AMENDMENT to the Agreement is entered into by and between Zelle, LLC, a Nebraska limited liability company (hereinafter referred to as “the Contractor”) and the County of Lancaster, Nebraska (hereinafter referred to as “the County”). Collectively the County and the Contractor may be referred to as “Parties,” and individually each may be referred to as a “Party.”

WHEREAS, on April 30, 2019, the Parties entered into an Agreement pursuant to County Contract No. C-19-0346, for the services of a qualified professional to provide on-site training for the County’s Leadership Academy; and

WHEREAS, the County wishes to obtain additional professional services from Contractor, and Contractor is willing to provide the County with said services and has the necessary skills, expertise, experience, facilities, personnel, systems, and capabilities to provide those services;

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement as amended and herein, it is agreed by and between the Parties as follows:

1. Paragraph 2 of the Agreement is hereby replaced with the following:
  2. Contractor shall provide County with the following Services:
    - A. Six (6) on-site training sessions for six (6) different topics over the course of six (6) months. The topics shall include Leaving vs. Managing, Transformational Leadership, Leading through Change, Servant Leadership, Crucial Conversations, and the Kegan Spiral.
    - B. A Culture Assessment and On-Site Strategic Development Sessions at County’s Department of Community Corrections.

The Parties shall arrange mutually agreeable dates and times for the provision of such Services.

2. Paragraph 3 of the Agreement is hereby replaced with the following:
  3. In consideration of the performance of Contractor’s duties set forth herein, County shall pay Contractor as follows:
    - A. For the Services described in Paragraph 2.A of this Agreement, County shall pay Contractor Six Hundred (\$600) Dollars per training session, for a total amount not to exceed Three Thousand Six Hundred Dollars (\$3,600) unless additional services are agreed upon in a written amendment to this Agreement.

B. For the Services described in Paragraph 2.B of this Agreement, County shall pay Contractor \$250 per hour, in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500).

Contractor shall invoice County for the Services actually provided within 90 days of the actual provision of such Services. Invoices shall contain at a minimum the following information: a) date services were provided, b) the name of the Contractor's employee who performed the services, c) the duration of services, d) the nature of services, e) the location of services, f) the hourly rate charged for the services, g) the extended charge for services at the indicated hourly rate, and h) a grand total of hours and charges for services. Invoices will be stated in United States dollars and shall be due and payable within thirty (30) days following date of receipt of the invoice.


It is understood and agreed that the amount stated above shall represent total reimbursement for the services, duties, and functions provided pursuant to, and all other requirements of, this Agreement. The County shall not be responsible for the direct payment of any wages, insurance or fringe benefits, including but not limited to vacation, overtime, retirement benefits, workers' compensation insurance and unemployment insurance. The Parties agree that compensation is not, nor shall it be deemed, a retainer.

3. All other terms of the Agreement, not in conflict with this First Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this First Amendment. This First Amendment shall be binding upon the Parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

EXECUTED this 25<sup>th</sup> day of July, 2019, by Contractor.

By: Stephanie Vanous

Name: 

Title: Director of Consulting.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by County.

By: THE BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF  
LANCASTER, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Deputy County Attorney  
for PAT CONDON  
Lancaster County Attorney