

Oppenheimer Investigations Group LLP

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4654

THIS FIRST AMENDMENT to that Agreement for Services #4654 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"), the Law Offices of Amy Oppenheimer, a sole proprietorship duly qualified to conduct business in the State of California, whose principal place of business is 1442A Walnut Street, Suite 234, Berkeley, California 94709 (hereinafter referred to as "Assignor"); and Oppenheimer Investigations Group LLP, a California limited liability partnership duly qualified to conduct business in the State of California, whose principal place of business is 1442A Walnut Street, Suite 234, Berkeley, California 94709 (hereinafter referred to as "Assignee").

RECITALS

WHEREAS, Law Offices of Amy Oppenheimer, has been engaged by County to provide investigations and other specialized personnel services on an as requested basis for the Human Resources Department, pursuant to Agreement for Services #4654, dated February 25, 2020, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, Law Offices of Amy Oppenheimer has changed its name to Oppenheimer Investigations Group LLP, and its entity changed from a sole proprietorship to a limited liability partnership, effective January 1, 2021;

WHEREAS, Law Offices of Amy Oppenheimer, now operating as Oppenheimer Investigations Group LLP has requested that County accept the proposed assignment of the Agreement and consent to the assignment of all of Assignor's rights, obligations, and liabilities to Oppenheimer Investigations Group LLP;

WHEREAS, Oppenheimer Investigations Group LLP acknowledges and agrees that all existing indemnity and insurance obligations previously applicable to Assignor shall remain in full force and effect for the duration of Agreement for Services #4654, and as thereafter required by the Agreement;

WHEREAS, Oppenheimer Investigations Group LLP shall assume all Assignor's rights, obligations, and liabilities under the Agreement, including outstanding rights, obligations, and liabilities with providing investigation and personnel services for the Human Resources Department;

WHEREAS, County will accept this First Amendment to Agreement for Services #4654 on condition that Oppenheimer Investigations Group LLP assumes and fulfills the terms and conditions of this First Amendment and the Agreement;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date for one (1) additional year, to February 24, 2022, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend **ARTICLE XIII, Notice to Parties**, to update notice recipients;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County, Assignor, and Assignee mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. Assignor hereby assigns the Agreement to Assignee, and Assignee accepts this assignment. Assignee hereby assumes all rights, obligations, and liabilities for any and all services provided under this Agreement, including any services provided prior to the execution of this First Amendment. County hereby consents to this assignment and assumption of the Agreement from Assignor to Assignee.
- II. All references to Law Offices of Amy Oppenheimer throughout the Agreement shall read Oppenheimer Investigations Group LLP.
- III. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

This Agreement shall become effective upon final execution by both parties hereto and shall expire February 24, 2022.

- IV. **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
Human Resources
330 Fair Lane
Placerville, California 95667

Attn.: Tameka Usher
Director

With a copy to:

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be in duplicate and addressed as follows:

Oppenheimer Investigations Group LLP
1442A Walnut Street, Suite #234
Berkeley, California 94709

Attn.: Amy Oppenheimer
Managing Partner

With a copy to:

Oppenheimer Investigations Group LLP
1442A Walnut Street, Suite #234
Berkeley, California 94709

Attn.: Cody Holtz
Office Manager

or to such other location as the Contractor directs.

Except as herein amended, all other parts and sections of Agreement for Services #4654, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # 4654 on the dates indicated below.

-- COUNTY OF EL DORADO --

MW
MW

By: *Laura Schwartz*
Laura Schwartz (Jan 11, 2021 14:38 PST)

Dated: 01/11/2021

Purchasing Agent
Chief Administrative Office
"County"

-- LAW OFFICES OF AMY OPPENHEIMER --

By: *Amy Oppenheimer*
Amy Oppenheimer (Jan 11, 2021 10:04 PST)

Dated: 01/11/2021

Amy Oppenheimer
"Assignor"

-- OPPENHEIMER INVESTIGATIONS GROUP LLP --

By: *Amy Oppenheimer*
Amy Oppenheimer (Jan 11, 2021 10:04 PST)

Dated: 01/11/2021

Amy Oppenheimer
Managing Partner
"Assignee"











First Amendment to contract #4654 - El Dorado County

Final Audit Report


2021-01-11

Created:	2021-01-11
By:	Tyler Prince (Tyler.Prince@edcgov.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAATMmFbsGmyK93F0yWK0BRhTe-hZVRyEux

"First Amendment to contract #4654 - El Dorado County" History

-  Document created by Tyler Prince (Tyler.Prince@edcgov.us)
2021-01-11 - 5:57:19 PM GMT- IP address: 207.104.47.251
-  Document emailed to Amy Oppenheimer (amy@oiglaw.com) for signature
2021-01-11 - 5:59:40 PM GMT
-  Email viewed by Amy Oppenheimer (amy@oiglaw.com)
2021-01-11 - 5:59:42 PM GMT- IP address: 74.125.216.185
-  Document e-signed by Amy Oppenheimer (amy@oiglaw.com)
Signature Date: 2021-01-11 - 6:04:55 PM GMT - Time Source: server- IP address: 98.35.99.195
-  Document emailed to Sandra Ewert (sandra.ewert@edcgov.us) for approval
2021-01-11 - 6:04:57 PM GMT
-  Email viewed by Sandra Ewert (sandra.ewert@edcgov.us)
2021-01-11 - 6:23:15 PM GMT- IP address: 74.125.212.179
-  Document approved by Sandra Ewert (sandra.ewert@edcgov.us)
Approval Date: 2021-01-11 - 7:26:57 PM GMT - Time Source: server- IP address: 207.104.47.251
-  Document emailed to Michele Weimer (michele.weimer@edcgov.us) for approval
2021-01-11 - 7:26:59 PM GMT
-  Email viewed by Michele Weimer (michele.weimer@edcgov.us)
2021-01-11 - 7:27:25 PM GMT- IP address: 74.125.214.7
-  Document approved by Michele Weimer (michele.weimer@edcgov.us)
Approval Date: 2021-01-11 - 7:32:52 PM GMT - Time Source: server- IP address: 207.104.47.251



 Document emailed to Laura Schwartz (laura.schwartz@edcgov.us) for signature

2021-01-11 - 7:32:53 PM GMT

 Document e-signed by Laura Schwartz (laura.schwartz@edcgov.us)

Signature Date: 2021-01-11 - 10:38:17 PM GMT - Time Source: server- IP address: 207.104.47.251

 Agreement completed.

2021-01-11 - 10:38:17 PM GMT

