

Kramer Workplace Investigations, A Professional Corporation

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4663

THIS FIRST AMENDMENT to that Agreement for Services #4663 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 Kramer Workplace Investigations, A Professional Corporation, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 125 Railroad Avenue, Suite 201, Danville, California 94526, and whose mailing address is Post Office Box 266, Danville, California 94526 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide investigative services and other specialized personnel services on an as-needed basis for the Human Resources Department pursuant to Agreement for Services #4663, dated March 5, 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 increase the not-to-exceed compensation amount of the Agreement by \$24,787, amending **ARTICLE III, Compensation for Services**;

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

WHEREAS, the parties hereto desire to amend the Agreement to update the County's Contract Administrator, amending **ARTICLE XXVII, Contract Administrator**;

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 #4663 on the following terms and conditions:

- I. **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, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rates shall be in accordance with the following:

Partner- \$325/hour for investigative services, and \$425/hour for post-investigation work (testimony and responding to subpoenas).

Senior Associate Attorney- \$275/hour for investigative services, and \$375/hour for post-investigation work (testimony and responding to subpoenas).

Associate Attorney- \$225-245/hour for investigative services (depending upon experience), and \$325-345/hour for post-investigation work (testimony and responding to subpoenas).

Paralegal- \$150/hour

County will compensate Consultant for time spent responding to any subpoena, including document production, and preparing for testimony, in addition to the actual time spent testifying. County will also represent Consultant's attorneys when testifying or provide the attorneys with an attorney of their choice. Furthermore, County will be procedurally and financially responsible for addressing and responding to any subpoena, discovery request, and/or action of any kind, including a motion to compel production of Consultant's file(s) and any fee and/or cost attendant thereto.

There shall be a 0.1 hour minimum charge for each separate item of service. County will reimburse Consultant at the hourly rate for time spent in travel. County will reimburse for customary costs and disbursements incurred in the course of services rendered including, but not limited to, photocopying, electronic files (CD or flash drive), overnight delivery (if requested by Contract Administrator or designee), messenger services and other delivery fees, transcription services (if requested by Contract Administrator or designee), and photography.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel and mileage expenses, if applicable, for Consultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred. Any individual travel expense exceeding one hundred dollars (\$100) and any work requiring overnight stay must be approved in advance by Contract Administrator or designee. Consultant is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and the Contract Administrator or designee has determined that the reasons are valid.

Total amount of this Agreement shall not exceed \$97,000, as amended, 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 and on any enclosures or backup documentation. 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
Human Resources Department
330 Fair Lane
Placerville, California 95667

Attn.: Joseph Carruesco
Human Resources Director

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 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.

II. **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 Department
330 Fair Lane
Placerville, California 95667

Attn.: Joseph Carruesco
Human Resources Director

With a 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 County directs.

Notices to Consultant shall be addressed as follows:

Kramer Workplace Investigations, A Professional Corporation
P.O. Box 266
Danville, California 94526

Attn.: Karen Kramer, President

or to such other location as Consultant directs.

- III. **ARTICLE XXVII, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Joseph Carruesco, Human Resource Department Director, Human Resource Department, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #4663 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #4663 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: *Roni Paulin*

Dated: 12-13-22

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: *Thyella Kuylen*
Deputy Clerk

Dated: 12-13-22

-- KRAMER WORKPLACE INVESTIGATIONS,
A PROFESSIONAL CORPORATION --

By: *Karen Kramer*
Karen Kramer
President
"Consultant"

Dated: 12/04/2022

By: *Karen Kramer*
Karen Kramer
Corporate Secretary

Dated: 12/04/2022