

AGREEMENT FOR SERVICES #542-S1410
AMENDMENT I

This Amendment I to that Agreement for Services #542-S1410, 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 Karen Kramer, a sole proprietor dba Kramer Workplace Investigations, duly qualified to conduct business in the State of California, whose principal place of business is 125 Railroad Avenue, Suite 201, Danville, California 94526 (mailing: P.O. Box 266, Danville, California 94526); (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide investigative services and other specialized personnel services on an "as requested" basis, for the Human Resources Department, in accordance with Agreement for Services #542-S1410, dated April 17, 2014, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add services and increase compensation of said Agreement, hereby amending **ARTICLE III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to remove **ARTICLE VII – Assignment and Delegation**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #542-S1410 shall be amended a first time as follows:

ARTICLE III is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be as follows:

Attorney Providing Investigative Services	\$225.00 per hour
Of Counsel (effective 7/21/14)	\$175.00 per hour
Attorney Providing Testimony	\$350.00 per hour

There will be a 0.1 hour minimum charge for each separate item of service. County shall reimburse Contractor at the hourly rate for time spent in travel. County will also reimburse for customary

costs and disbursements incurred in the course of an investigation project including, but not limited to, photocopying, computer assisted research, overnight delivery and messenger services, transcription services and mailing.

Reimbursement for mileage, lodging, and meals shall be made in accordance with Exhibit "A" to the original Agreement. Any other travel expense or any individual travel expense that exceeds \$100.00 must be approved in advance by the Director of Human Resources or designee.

Total amount of this Agreement shall not exceed \$100,000.00 inclusive of all expenses.

Except as herein amended, all other parts and sections of that Agreement #542-S1410 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Bobbi Bennett
Manager
Human Resources

Requesting Department Head Concurrence:

By: _____ Dated: _____
Pamela Knorr
Director
Human Resources

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #542-S1410 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

By: _____ Dated: _____
Karen Kramer, individually and doing
business as Kramer Workplace
Investigations
"Contractor"