

**AMENDMENT NO. 1 TO MASTER SERVICE AGREEMENT**

**(Workplace Investigations – County of Fresno)**

This Amendment No. 1 to Master Service Agreement (Workplace Investigations – County of Fresno) (“Amendment No. 1”) is dated January 28, 2025 and is between each contractor listed in Exhibit A-1 to this Amendment No. 1, “Third Party Investigations Firm List” (“Contractors”; each, a “Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. On August 8, 2023, the County entered into a Master Service Agreement (Workplace Investigations – County of Fresno), which is County agreement number 23-388 (“Agreement”), with the various firms listed on Exhibit A to the Agreement. The purpose of the Agreement was to provide for workplace investigations at the County.

B. Since the parties entered the Agreement, the County has had a greater need for workplace investigations than initially anticipated.

C. The County and the Contractors now desire to amend the Agreement to increase the maximum compensation payable to the Contractor from \$350,000 to \$1,500,000 for the initial three-year term and for \$250,000 during each optional period.

The parties therefore agree as follows:

1. Section 3.2 of the Agreement, “Compensation; Maximum Compensation,” located at page 5, lines 10 through 19, is amended to read as follows:

“The maximum compensation payable, in the aggregate to the Contractors, listed in Exhibit A-1, under this Agreement is \$1,500,000 for the Term (as defined in section 4.1 of the Agreement, “Term”). In the event this Agreement is extended under section 4.2 of the Agreement, “Extension,” for the first one-year optional period, the maximum compensation payable, in the aggregate to the Contractors, listed in Exhibit A-1, under this Agreement is \$250,000 for the first optional period and a cumulative \$1,750,000 for the Term, as so extended. In the event this agreement is extended under section 4.2 of the Agreement, “Extension,” for the

second one-year optional period, the maximum compensation payable, in the aggregate to the Contractors, listed in Exhibit A-1, under this Agreement is \$250,000 for the second optional period and a cumulative \$2,000,000 for the Term, as so further extended.

2. Section 3.3 of the Agreement, is amended at line 21 of page 5 to change the amount on that line from \$500,000 to \$2,000,000.

3. When all parties have signed this Amendment No. 1, the Agreement, together with this Amendment No. 1, constitutes the Agreement.

4. Each Contractor represents and warrants to the County that:

- a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment.
- b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment legally binds the Contractor to the terms of this Amendment.

5. The parties agree that this Amendment No. 1 may be executed by electronic signature as provided in this section.

- a. An "electronic signature" means any symbol or process intended by an individual signing this Amendment No. 1 to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
- b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment No. 1 for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

1 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
2 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part  
3 2, Title 2.5, beginning with section 1633.1).

4 d. Each party using a digital signature represents that it has undertaken and satisfied  
5 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
6 through (5), and agrees that each other party may rely upon that representation.

7 e. This Amendment No. 1 is not conditioned upon the parties conducting the  
8 transactions under it by electronic means and either party may sign this Amendment  
9 with an original handwritten signature.

10 6. This Amendment No. 1 may be signed in counterparts, each of which is an original, and  
11 all of which together constitute this Amendment.

12 7. The Agreement as amended by this Amendment No. 1 is ratified and continued. All  
13 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and  
14 effect.

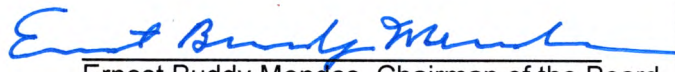
15 [SIGNATURE PAGE FOLLOWS]  
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1 The parties are signing this Amendment No. 1 on the date stated in the introductory  
2 clause.

3 CONTRACTOR(S)

4 SEE ATTACHED EXHIBIT A

5  
6 COUNTY OF FRESNO

7   
8 Ernest Buddy Mendes, Chairman of the Board  
9 of Supervisors of the County of Fresno

10 **Attest:**  
11 Bernice E. Seidel  
12 Clerk of the Board of Supervisors  
13 County of Fresno, State of California

14 By:   
15 Deputy

16  
17 PLEASE SEE ADDITIONAL SIGNATURE  
18 PAGES ATTACHED

19  
20  
21 For accounting use only:

22 Org No.: 10100500  
23 Account No.: 7295  
24 Fund No.: 0001  
25 Subclass No.: 10000

1 CONTRACTOR

2 LEIST & ASSOCIATES

3  
4   
5 William Leist, Owner

6 635 Barstow Ave, #9

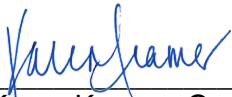
7 Clovis, CA 93612

8 (559) 307-3041

9 [bill@leistandassociates.com](mailto:bill@leistandassociates.com)

1 CONTRACTOR

2 KRAMER WORKPLACE INVESTIGATIONS

3 

4 Karen Kramer, Owner

5 PO Box 266  
6 Danville, CA 94526  
7 (925) 838-7564  
8 [karen@kramerlaw.net](mailto:karen@kramerlaw.net)  
9 Fax: (925) 838-7564

1 CONTRACTOR

2 SLOAN SAKAI YEUNG & WONG LLP

3 

4 Genevieve Ng, Partner

5 1220 Seventh Street, 3<sup>rd</sup> Fl.

6 Berkeley, CA 94710

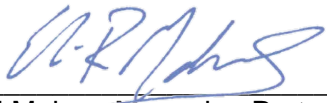
7 (510) 995-5800

8 [gng@sloansakai.com](mailto:gng@sloansakai.com)

9 Fax: (916) 258-8801

1 CONTRACTOR

2 VAN DERMYDEN MAKUS LAW CORPORATION

3 

4 Eli Makus, Managing Partner

5 2520 Venture Oaks Way, Suite 450  
6 Sacramento, CA 95833  
7 (916) 779-2402  
erm@vmlawcorp.com



## Exhibit A

### Third Party Investigations Firm List

#### 1. Leist & Associates

635 Barstow Ave, #9

Clovis, CA 93612

(559) 307-3041

[bill@leistandassociates.com](mailto:bill@leistandassociates.com)

Contractor's lead representative: William Leist, Owner

#### 2. Kramer Workplace Investigations

PO Box 266

Danville, CA 94526

(925) 838-6435

[karen@kramerlaw.net](mailto:karen@kramerlaw.net)

Fax: (925) 838-7564

Contractor's lead representative: Karen Kramer, Owner

#### 3. Sloan Sakai Yeung & Wong LLP

1220Seventh Street 3<sup>rd</sup> Fl.

Berkeley, CA 94710

(510) 995-5800

[gng@sloansakai.com](mailto:gng@sloansakai.com)

Fax: (916) 258-8801

Contractor's lead representative: Genevieve Ng, Partner

#### 4. Van Dermeyden Makus Law Corporation

2520 Venture Oaks Way, Suite 450

Sacramento, CA 95833

(916) 779-2402

[erm@vmlawcorp.com](mailto:erm@vmlawcorp.com)

Contractor's lead representative: Eli Makus, Managing Partner