

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

1 second one-year optional period, the maximum compensation payable, in the
2 aggregate to the Contractors, listed in Exhibit A-1, under this Agreement is
3 \$250,000 for the second optional period and a cumulative \$2,000,000 for the
4 Term, as so further extended.

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

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

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

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

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

17 a. An "electronic signature" means any symbol or process intended by an individual
18 signing this Amendment No. 1 to represent their signature, including but not limited
19 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
20 (3) an electronically scanned and transmitted (for example by PDF document)
21 version of an original handwritten signature.

22 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed
23 equivalent to a valid original handwritten signature of the person signing this
24 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
25 any administrative or judicial proceeding, and (2) has the same force and effect as
26 the valid original handwritten signature of that person.

- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CONTRACTOR(S)

SEE ATTACHED EXHIBIT A

COUNTY OF FRESNO

Ent. Bury Murch

Ernest Buddy Mendes, Chairman of the Board
of Supervisors of the County of Fresno

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Hanam
Deputy

**PLEASE SEE ADDITIONAL SIGNATURE
PAGES ATTACHED**

For accounting use only:

Org No.: 10100500

Account No.: 7295

Fund No.: 0001

Subclass No.: 10000

1 CONTRACTOR

2 LEIST & ASSOCIATES

3 
4 William Leist, Owner

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6 635 Barstow Ave, #9
7 Clovis, CA 93612
8 (559) 307-3041
9 bill@leistandassociates.com

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1 CONTRACTOR

2 KRAMER WORKPLACE INVESTIGATIONS

3 
4 Karen Kramer, Owner

5 PO Box 266

6 Danville, CA 94526

7 (925) 838-7564

karen@kramerlaw.net

8 Fax: (925) 838-7564

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1 CONTRACTOR

2 SLOAN SAKAI YEUNG & WONG LLP

3 
4 Genevieve Ng, Partner

5 1220 Seventh Street, 3rd Fl.
6 Berkeley, CA 94710
7 (510) 995-5800
gng@sloansakai.com

8 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

Contractor's lead representative: William Leist, Owner

2. Kramer Workplace Investigations

PO Box 266
Danville, CA 94526
(925) 838-6435
karen@kramerlaw.net
Fax: (925) 838-7564

Contractor's lead representative: Karen Kramer, Owner

3. Sloan Sakai Yeung & Wong LLP

1220 Seventh Street 3rd Fl.
Berkeley, CA 94710
(510) 995-5800
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
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Contractor's lead representative: Eli Makus, Managing Partner