

**FIRST AMENDMENT
NAPA COUNTY AGREEMENT NO. 220330B
PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO NAPA COUNTY AGREEMENT NO. 220330B (formerly Agreement No. AUD8422) is entered effective as of May 1, 2022, by and between the COUNTY OF NAPA, a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as "COUNTY," and KRAMER WORKPLACE INVESTIGATIONS (formerly Karen B. Kramer) a Professional Corporation, whose business address is P.O. Box 266, Danville, CA 94526, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to investigate allegations of employee misconduct, complaints of discrimination, harassment, retaliation, and other workplace issues; and

WHEREAS, effective July 1, 2015, COUNTY and CONTRACTOR entered into Agreement No. AUD8422 to provide specialized investigative services; and

WHEREAS, COUNTY wishes to obtain further specialized investigative services from CONTRACTOR, as needed; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

WHEREAS, COUNTY and CONTRACTOR wish to update the term, scope of work, and compensation and expense reimbursement sections of the Agreement;

TERMS

NOW, THEREFORE, the parties hereby amend Napa County Agreement No. 220330B as follows:

1. Paragraph 1 of the Agreement is hereby amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2023, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date

or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, not to exceed two (2) additional years, subject to the terms and conditions of the Agreement then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 2 to the Agreement, entitled "Scope of Work" is hereby amended to read in full as follows:

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-1," attached hereto and incorporated by reference herein.

3. Paragraph 3 to the Agreement, entitled "Compensation and Expense Reimbursement" is hereby amended to read in full as follows:

3. **Compensation.**

- (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-1," attached hereto and incorporated by reference herein.

- (b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B-1."

- (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED THOUSAND DOLLARS (\$100,000) for professional services and expenses per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. Except as provided above, all other terms and provisions of the Agreement shall remain in full force and effect.
5. This Amendment shall be effective as of the date first above written.

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IN WITNESS WHEREOF, this First Amendment of Napa County Agreement No. 220330B was executed by the parties hereto as of the date first above written.

KRAMER WORKPLACE INVESTIGATIONS

By: _____
Karen B. Kramer, Principal

“CONTRACTOR”

COUNTY OF NAPA, a political subdivision of
the State of California

By: _____
RYAN GREGORY, Chair of the
Napa County Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Sherri S. Kaiser</u> Chief Deputy County Counsel</p> <p>Date: <u>June 10, 2022</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A-1"

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

CONTRACTOR will provide legal services to COUNTY in the form of an impartial workplace investigation. CONTRACTOR will investigate allegations of misconduct, harassment, discrimination and retaliation. Such investigations will occur at the direction of County Counsel.

This agreement creates an attorney/client relationship between CONTRACTOR and COUNTY. On matters covered by this Agreement, CONTRACTOR will provide legal services to COUNTY by conducting an impartial workplace investigation. CONTRACTOR will make factual findings utilizing our skills, knowledge and experience in doing so. The scope of this retention is limited, in that CONTRACTOR will not provide legal advice to COUNTY regarding the scope of the investigation, the confidentiality of the investigation and/or how to admonish witnesses regarding confidentiality, or other legal matters related to the investigation, including but not limited to interim measures concerning witnesses, privacy issues, the duty to preserve evidence, wage and hour issues, and employment consequences, if any, for uncooperative witnesses. Furthermore, CONTRACTOR will not act as an advocate, provide advice to COUNTY with respect to what employment action, if any, should be taken as a result of CONTRACTOR'S findings, or represent COUNTY in any legal action or proceeding, including pre/post-investigation litigation strategy and advocacy with respect to responding to subpoenas, discovery requests, and/or actions of any kind, including motions to compel production of CONTRACTOR'S file(s) as well as any other legal issues that may arise during the course of the investigation or subsequent to the investigation.

It is understood that our legal advice is the performance of the investigation itself and decisions made relating to the investigation, including whom to interview, what documents to review, and analyzing the facts as presented during the investigation. CONTRACTOR'S services are protected by the attorney/client and work product privileges, unless COUNTY waives these privileges.

CONTRACTOR will keep COUNTY reasonably informed of developments in the investigation and respond to reasonable inquiries. CONTRACTOR will provide COUNTY with a written report of its findings and copies of all taped interviews. Taped interviews will not be transcribed unless specifically requested by COUNTY.

CONTRACTOR's specialized workplace investigation services may also include providing COUNTY with recommendations or other determinations, as requested by COUNTY.

All workplace investigation services provided by CONTRACTOR to the COUNTY under this Agreement shall be considered the property of COUNTY. Both CONTRACTOR and COUNTY shall maintain the confidentiality of CONTRACTOR's work, and such work will be performed and protected by the attorney-client and attorney work product privileges. CONTRACTOR's work and services are protected from disclosure pursuant to such privileges unless and until the COUNTY waives the privilege.

EXHIBIT "B-1"

CONTRACTOR'S fees for services provided to COUNTY pursuant to this Agreement will be calculated and billed at the following hourly rates:

Investigation Services:

Karen Kramer	\$375
Senior Associate Attorney	\$325
Associate Attorney	\$275-295

The hourly rates above apply to all time spent on investigating the matters described in Exhibit "A-1," including, but not limited to, travel to/from and attending witness interviews, in-person and telephone conferences, preparing, analyzing and reviewing correspondence, analyzing and reviewing documents, and preparing reports and memoranda.

Post-Investigation Services:

Karen Kramer	\$475
Senior Associate Attorney	\$425
Associate Attorney	\$375-395

The hourly rates for post-investigation services apply to all post-investigation services requested by COUNTY, or rendered pursuant to subpoena, such as preparation for, testifying at and attending hearings, depositions and trial. After conclusion of the investigation, should a need arise for CONTRACTOR to respond to any subpoena, or otherwise provide testimony in connection with this matter, COUNTY shall compensate CONTRACTOR at the hourly rates set forth above. COUNTY shall compensate CONTRACTOR for time expended responding to any subpoena, including document production, and preparing for testimony, in addition to the actual time spent testifying.

COUNTY will also represent CONTRACTOR and its attorneys when testifying or provide CONTRACTOR with an attorney of its choice. Furthermore, COUNTY shall 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 CONTRACTOR'S file(s) and any fee and/or cost attendant thereto. Should COUNTY expect Kramer Workplace Investigations to object to a subpoena for investigation file(s) and/or attorney testimony, COUNTY will compensate CONTRACTOR for all attorney's fees incurred in responding to the subpoena and/or motion to compel production.

CONTRACTOR'S statement for services will contain a description of the services performed, the date they were performed, the time devoted to the matter, and the hourly rate specified above.

The following reimbursable expenses shall be paid: travel expenses, messenger and other delivery services, photocopying and facsimile services, other special services when requested by

COUNTY, and out-of-town travel expenses upon COUNTY's prior written approval. All reimbursable expenses shall be billed based upon actual cost.