

**SECOND AMENDMENT
TO
LEGAL SERVICES AGREEMENT**

This Second Amendment ("Amendment"), dated as of December 9 2025, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Porter Scott, a professional corporation ("Attorneys").

RECITALS

WHEREAS, County and Attorneys entered into that certain Agreement, dated February 1, 2024, for public agency defense of claims and civil litigation; and

WHEREAS, County and Attorneys entered into a First Amendment to the Agreement on March 11, 2025, which provided changes to the *Litigation Management Guideline* exhibit and increased the contract not to exceed amount to \$450,000.00; and

WHEREAS, County and Attorneys desire to amend the Agreement to increase the contract not to exceed amount to \$550,000.00 for the contract term;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Paragraph 2 - Compensation should read as follows: Compensation to Attorneys for services shall be at the rates and terms set forth in **Exhibit B**, which is incorporated by this reference, provided however that total payments hereunder shall not exceed \$550,000 for the contract term without the prior written approval of the County. The rates set forth in **Exhibit B** shall not be adjusted without a formal amendment to this Agreement and approval by the Board of Supervisors. The rest of Paragraph 2 remains unchanged.

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

3. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND ATTORNEYS HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

ATTORNEYS:

Porter Scott

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Janell Crane, Human Resources Director

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
Deputy County Counsel

Date: _____

EXECUTED BY:

By: _____
Janell Crane, Human Resources Director

Date: _____