

### **Third Amendment To Legal Services Agreement**

This Third Amendment (“Amendment”), dated as of \_\_\_\_\_ 2025 (“Effective Date”), is made by and between the County of Sonoma, a political subdivision of the State of California (“County”) and **Best Best & Krieger LLP** (“Attorneys”). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

#### **Recitals**

Whereas, the County and Attorneys entered into an agreement for Legal Services dated July 27, 2021, for legal services on an as needed basis for a term of three years;

Whereas, on January 31, 2023, County and Attorneys entered into a First Amendment to the Agreement to, among other things, increase the contract cap from \$150,000 to \$300,000;

Whereas, on July 19, 2024, the County and Attorneys entered into a Second Amendment to the Agreement to, among other things, extend the term of the agreement by three years, and increase the cap by an additional \$150,000, for a new total cap of \$450,000.

Whereas, County has identified the need to increase the contract cap by an additional \$275,000, for a new total cap of \$725,000, due to among other things the need for legal services in defense of pending litigation, and related appeals, challenging the County’s well ordinance amendments.

Now, Therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

#### **Agreement**

1. Section 2, “Compensation,” shall be amended to read in full as follows:
  2. Compensation. Compensation to Attorneys for respective services shall be at the following rates: \$385 per hour for Partners and Of Counsel, \$350 per hour for Associates, and \$185 per hour for Paralegals, Law Clerks, and Analysts; provided that if Public Records Request services are requested of Attorney’s Advanced Records Center (ARC) Team, that rate is \$230 per hour blended for all Attorneys, Paralegals, Law Clerks and Analysts; and further provided that total payments hereunder for all services shall not exceed \$725,000. The rates set forth herein shall not be adjusted without a formal amendment to this Agreement.
2. Section 3, “Term,” shall be amended to read in full as follows:

3. Term. The original three-year term of this Agreement, commencing upon the Effective Date, shall be extended by three additional years, so that it terminates after a total of six years from the Effective Date, unless otherwise terminated as provided herein or renewed or extended.

3. 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 original 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.
4. This Amendment shall be governed 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 its Effective Date.

Attorneys:

Best Best & Krieger LLP



Dated: April 15, 2025

By: \_\_\_\_\_

Name: Scott W. Ditfurth

Title: Partner

County:

Robert H. Pittman, County Counsel

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Jennifer C. Klein,

Chief Deputy County Counsel