

Third Amendment To Investigative Services Agreement

This Third Amendment to the Investigative Services Agreement made this **April 5, 2022**, is by and between the County of Sonoma (“County”) and **Van Dermyden Makus Law Corp fka Van Dermyden Maddux Law Corporation** ("Attorney"). This Amendment to the Legal Services Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

Recitals

Whereas, the County and Attorney entered into a legal services agreement dated October 1, 2017 (the “Agreement”), for Attorney to represent the County in certain matters as assigned;

Whereas, the County of Sonoma County Counsel and the County of Sonoma Director of Human Resources have determined that it is necessary and desirable to employ the services of Attorney to provide investigative services for County departments on an as-needed basis that consist of performing investigations and related work that may cover a broad range of employment issues, including, but not limited to: equal employment opportunity (EEO), discipline, liability, and related services; and

Whereas, County and Consultant previously amended the Agreement to extend the term one year, until September 30, 2021 and update the billing rates; and

Whereas, County and Consultant previously amended the Agreement to extend the term one year, until September 30, 2022 and update the billing rates; and

Whereas, because of an increased need for assistance from Consultant, County and Consultant desire to amend the Agreement to increase the maximum contract spend from \$175,000 per contract year to \$250,000 in contract year October 1, 2021 to September 30, 2022;

Now, Therefore, in consideration of the mutual covenants contained herein, the parties agree to amend the Investigative Services Agreement as of its Effective Date, as follows:

Agreement

1. Section 2., Billing and Payment of the Agreement and First and Second Amendments thereto is further amended to increase the cap from \$175,00 to \$250,00 for services rendered during the contract year October 1, 2021 to September 30, 2022, which cap shall not be exceeded without the prior written approval of the County.

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement and previous First and Second Amendments, together with exhibits are, 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, as amended, or any right of County arising thereunder.

In Witness Whereof, the parties hereto have executed this Amendment as of the dates set forth below.

Van Dermiden Makus Law Corp.

Dated: _____

By: _____

Name: _____

Title: _____

County of Sonoma

Dated: _____

By: _____

County Counsel

Title: _____

Cerficiates of insurance on file and approved as to substance by Department

Dated: _____

By: _____

Christina Cramer
Director of Human Resources