

**Second Amendment  
to  
Legal Services Agreement**

This Second Amendment (“Amendment”), dated as of July 7, 2026, is by and between the County of Sonoma, a political subdivision of the State of California (“County”), and Miller Barondess, LLP (“Attorneys”).

**RECITAL**

WHEREAS, County and Attorneys entered into that certain Agreement, dated October 20, 2025 (the “Effective Date”), for Attorneys to represent the County in civil litigation; and

WHEREAS, County and Attorneys entered into a First Amendment on November 5, 2025 to the Agreement to increase the contract not to exceed amount to \$2,000,000.00; and

WHEREAS, County and Attorneys desire to enter into a Second Amendment to the Agreement to increase the contract not to exceed amount to \$4,000,000.00 and extend the contract term to December 31, 2028.

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 \$4,000,000.00 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.

2. Paragraph 3. Term. The term of this Agreement shall commence upon the Effective date, October 20, 2025, and shall terminate on December 31, 2028 unless terminated in accordance with the terms herein. Prior to the expiration of the updated term date of December 31, 2028, the County may elect to extend the agreement for an additional two-year period by giving notice, in writing, of the intent to exercise the two year extension, at the same rate and compensation and subject to the contract cap set forth in Paragraph 1 above. This Agreement may be extended by an amendment, with Board of Supervisors' approval and executed by the County Counsel.

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 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.

4. 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.

*The remainder of this page has been intentionally left blank.*

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

**ATTORNEYS:**

**Miller Barondess, LLP**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF SONOMA:**

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

Chair, Board of Supervisors

Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR COUNTY:**

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

County Counsel

Date: \_\_\_\_\_

**CERTIFICATES OF INSURANCE ON FILE:**

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

Janell Crane, Human Resources Director

Date: \_\_\_\_\_