

FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT

This FIRST Amendment ("Amendment"), dated as of February 26, 2019, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Goodin, MacBride, Squeri & Day, LLP ("Attorneys").

RECITALS

WHEREAS, County and Attorneys entered into a Legal Services Agreement, dated December 12, 2018, for legal advice, analysis and consultation in representation of the County in proceedings of the California Public Utilities Commissions (CPUC), including CPUC rulemakings and other proceedings on issues involving wildfire management and mitigation matters (including but not limited to de-energization issues, infrastructure maintenance, vegetation maintenance, undergrounding and other solutions), and other related matters; and

WHEREAS, the Agreement set a maximum compensation level for Attorneys' services at \$50,000 pursuant to Sonoma County Counsel's delegated authority; and

WHEREAS, the scope of services for the County will likely require and result in billings by Attorneys that will exceed \$50,000 in value and may reach as high as \$150,000; and

WHEREAS, Attorneys may and shall represent other California government entities in performing the legal services, including but not limited to Napa County and Mendocino County, which will reduce the County's expense and share of the billings for Attorneys' services; and

WHEREAS, as to all services rendered by Attorneys for the joint and common benefit of the County and the other counties, Attorneys shall bill each of the government entities in accordance with an agreed upon cost share; provided, however, that the percentage for Sonoma County shall not exceed a total cost share of 37.5 percent, subject to being reduced to less than that if Attorneys are retained to represent additional government entities in performing the legal services hereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Section 3-Compensation shall be amended to read in full as follows:

3. Compensation.

- a. Compensation to Attorneys for services shall be at the rates set forth in Exhibit A, provided however that total payments hereunder shall not exceed \$150,000. The rates set forth in Exhibit A shall not be adjusted without a formal amendment to this Agreement.

- b. As to all services rendered by Attorneys for the joint and common benefit of the County and the Other Counties, Attorneys shall bill each of the government entities in accordance with an agreed upon cost share; provided, however, that the percentage for Sonoma County shall not exceed a total cost share of 37.5 percent, subject to being reduced to less than that if Attorneys are retained to represent additional government entities in performing the legal services hereunder. As to services that are specifically requested by the County or by the Other Counties, Attorneys shall bill each of the three clients solely for such additional, county-specific services.

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:

By: _____
Megan Somogyi

Date: _____

COUNTY OF SONOMA:

By: _____
Bruce Goldstein, County Counsel

Date: _____

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

By: _____
Bruce Goldstein, County Counsel

Date: _____