

SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT

This Second Amendment to Legal Services Agreement, effective September, 2018, is entered into between the County of Sonoma (“County”) and Greines, Martin, Stein & Richland, LLP (“Attorney”). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

RECITALS

WHEREAS, County and Attorneys entered into a Legal Services Agreement in July 25, 2017 (“Agreement”), to provide advice to and legal representation of County in regards to appellate practice related matters in state and federal courts. Requests are made through the Office of the County Counsel.

WHEREAS, Attorney specializes in appellate work, and has significant experience and recognized expertise in appellate practice;

WHEREAS, the Legal Services Agreement authorized Sonoma County Counsel to enter into agreement on behalf of the County of Sonoma, for an amount up to \$50,000;

WHEREAS, the parties entered into a First Amendment to the Legal Services Agreement in June 2018 to increase the contract maximum to \$100,000 for the term of the Agreement.

WHEREAS, Sonoma County Counsel has determined that Attorney’s assistance is needed in connection with additional appellate practice related matters in state and federal appellate courts, in which the cost of legal services will exceed \$100,000; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to amend the Legal Services Agreement, as of its Effective Date, as follows.

AGREEMENT

1. Section 2 of the Agreement, entitled “Compensation,” is hereby amended replaced in its entirety with the following:

2. Compensation. Compensation to Attorney for services shall be at the rates set forth in Exhibit A to the Legal Services Agreement, provided the total payments shall not exceed \$200,000. The rates set forth in Exhibit A will not be adjusted without a formal amendment to this Agreement.

2. All other provisions of the Agreement and previous amendments, together with exhibits, are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the Agreement. Nothing contained herein shall be

construed to modify, invalidate, or otherwise affect any other provision of the Agreement, as amended, or any right of the County arising thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

Date: _____ 2019 ATTORNEY: Greines, Martin, Stein & Richland, LLP

BY: _____
Timothy T. Coates

Date: _____ 2019 COUNTY OF SONOMA

Bruce D. Goldstein, County Counsel

Date: _____

APPROVED AS TO FUNDS FOR COUNTY OF SONOMA:

By: _____
Sonoma County Risk Management

Date: _____

CERTIFICATE OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE:

Deputy County Counsel

Date: _____