SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND

VAN DERMYDEN MAKUS LAW CORPORATION

This second amendment to Agreement Number 370PA24, dated November 15, 2024, as amended by 2025-031, by and between the County of Tehama ("County") and Van Dermyden Mackus Law Corporation ("Contractor") for the purpose of conducting independent, impartial, and objective investigations of County employees, shall be amended as follows:

3) COMPENSATION

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the rates set forth in EXHIBIT C (Payment Terms), attached hereto and incorporated herein by reference. The Maximum Compensation (including expense reimbursement) payable under this Agreement shall not exceed \$200,000, with all investigations to receive prior, written authorization by County. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above (without prior authorization). Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

5) TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate November 15, 2026, unless terminated in accordance with section 6 below.

It is mutually agreed that all other terms and conditions of Agreement Number 370PA24 shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

	COUNTY OF TEHAMA		
Date:			
	Chairman, Tehama County Board of Supervisors		
	VAN DERMYDEN MAKUS LAW CORPORATION		
Date:	Representative		
Contractor Number			
129753 Vendor Number			
1101-53315 Budget Account Number			
kjs@vmlawcorp.com_ Vendor/Contractor email address			
916-779-2402			
Vendor/Contractor phone number			

Standard Form of Agreement – Services adopted 12/08/22