

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF
TEHAMA AND
VAN DERMYDEN MAKUS LAW CORPORATION**

This third amendment to Agreement Number 370PA24, dated November 15, 2024, as amended by 2025-031 and 2025-319, by and between the County of Tehama (“County”) and Van Dermeyden 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 \$250,000, 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.

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

The following information is required for the agreement to be approved:

Contractor Number

129753
Vendor Number

1101-53315
Budget Account Number

kjs@vmlawcorp.com
Vendor/Contractor email address

916-779-2402
Vendor/Contractor phone number