

**FIRST AMENDMENT TO  
LEGAL SERVICES AGREEMENT FOR COUNTY OF SONOMA**

This First Amendment to the Legal Services Agreement, dated as of January 1, 2024, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Bertrand, Fox, Elliot, Osman & Wenzel, LLP ("Attorney"). This Amendment to the Legal Services Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

**RECITALS**

WHEREAS, County and Attorney entered into a legal services agreement dated January 1, 2021 (the "Effective Date") through December 31, 2023, for tort defense of claims and civil litigation; and

WHEREAS, County and Attorney desire to amend the Agreement to extend the term for an additional two years from January 1, 2024, through December 31, 2025.

WHEREAS, Bertrand, Fox, Elliot, Osman & Wenzel ("Attorneys") and County desire to amend the Agreement to change the name of the Attorneys to Bertrand, Fox, Elliot, Osman & Wenzel, LLP.

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. Compensation. Compensation for Attorney's fees shall not exceed \$1,000,000 for the term of January 1, 2024, through December 31, 2025, without the prior written approval of the County. The rest of Section 2 unchanged and remains in full effect.

1. Section 3. Term of Agreement is amended to reflect that the termination date of the Agreement shall be December 31, 2025, unless terminated earlier in accordance with the terms of the Agreement.

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 CONSULTANT 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:** Bertrand, Fox, Elliot,  
Osman, & Wenzel, LLP

By: Michael C. Wenzel  
Michael C. Wenzel (Feb 13, 2024 10:17 PST)

Name: Michael C. Wenzel

Title: Partner

Date: Feb 13, 2024

**COUNTY OF SONOMA:**

By: Robert Pittman

Robert H. Pittman  
County Counsel

Feb 13, 2024

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

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

By: Janell Crane  
Janell Crane

Director of Human Resources

Date: 2/16/24