

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

This Second Amendment to the Legal Services Agreement, dated as of _____, 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.

R E C I T A L S

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 previously amended the Agreement to extend the term for an additional two year period for a total contract period of January 1, 2021, through December 31, 2025, with a contract maximum of \$1,000,000 for the term of the amendment; and

WHEREAS, County and Attorney desire to amend the Agreement to increase the amended contract maximum by \$250,000, for a revised not-to-exceed amount of \$1,250,000 for the term January 1, 2024, through December 31, 2025.

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:

A G R E E M E N T

1. Section 2. Compensation. Compensation for Attorney’s fees shall not exceed \$1,250,000 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.

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 ATTORNEY 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.

ATTORNEY:

Bertrand, Fox, Elliot, Osman, & Wenzel, LLP

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

By: _____

Robert H. Pittman
County Counsel

Date: _____

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

By: _____

Janell Crane
Director of Human Resources

Date: _____