

**FIRST AMENDMENT
TO
LEGAL SERVICES AGREEMENT**

This First Amendment ("Amendment"), dated as of _____, 2025, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Kaplan Kirsh LLP ("Attorneys").

RE C I T A L S

WHEREAS, County and Attorneys entered into that certain Agreement, dated March 21, 2024, for legal representation of County in regards to matters of compliance with Federal Aviation Administration requirements, legal issues arising out of the operation of the Sonoma County Airport, and related matters; and

WHEREAS, Attorneys have changed their firm name from Kaplan, Kirsch and Rockwell, LLP to Kaplan Kirsh LLP; and

WHEREAS, County and Attorneys desire to amend the Agreement to increase the contract not to exceed amount to \$250,000, increase the attorney rates and extend the term of the Agreement to provide two one-year options to extend;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. Paragraph 2 - Compensation should read as follows: Compensation to Attorneys for services shall be at the rates and terms set forth in **Exhibit A (1)(B)**, which is incorporated by this reference, provided however that total payments hereunder shall not exceed \$250,000 for the contract term without the prior written approval of the County. The rates set forth in **Exhibit A** shall not be adjusted without a formal amendment to this Agreement and approval by the Board of Supervisors.

2. Paragraph 3 – Term should read as follows: The term of this Agreement shall commence upon the **Effective Date** and shall continue to **July 1, 2027**, unless terminated earlier in accordance with the terms herein. Prior to the expiration of the initial term and any subsequent term, County Counsel may elect to extend the agreement for two one-year terms by giving notice, in writing, of the intent to exercise each one-year extension, at the same rate of compensation and subject to the contract cap set forth in Paragraph 2 above.

3. 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.

4. 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 ATTORNEYS 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:
Kaplan Kirsh, LLP

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

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

By: _____
Elizabeth Coleman, Deputy County
Counsel

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
Deputy County Counsel

Date: _____

By: _____
Robert Pittman, County Counsel

Date: _____

EXHIBIT A - RATES

1. COMPENSATION. Attorney's legal fees and usual and customary reasonable out-of-pocket expenses shall be paid at the rates set forth below.

B. Legal Fees: (Effective Through December 31, 2025)

Senior Partners: \$675

Partners: \$600

Associates: \$500

Legal Fees: (Effective January 1, 2026)

Senior Partners and Of Counsel: \$700

Partners and Senior Counsel: \$650

Sr. Associates and Counsel: \$575

Associates: \$525

Paralegals/Clerks: \$225