

**FIRST AMENDMENT
TO
LEGAL SERVICES AGREEMENT**

This First Amendment ("Amendment"), dated as of _____, 2026, is by and between the Sonoma County Counsel's Office on behalf of the County of Sonoma ("County"), and Nossaman LLP, hereinafter referred to as ("Attorney").

R E C I T A L S

WHEREAS, Attorney has significant experience and recognized legal expertise in landfill operation, maintenance and closure issues, including applicable environmental and health and safety regulations promulgated by the State of California; and

WHEREAS, the County and Attorney entered into that certain Legal Services Agreement, dated October 30, 2025, to assist the County with resolution of pending enforcement matters concerning the Healdsburg Closed Landfill ("Original Agreement");

WHEREAS, County and Attorney desire to amend the Original Agreement to increase the contract budget to an amount not to exceed \$100,000.00;

WHEREAS, the Original Agreement as modified by this Amendment shall hereinafter be referred to as the "Agreement."

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. Exhibit A to the Agreement shall be amended and replaced with Exhibit A-1, attached hereto and incorporated herein by this reference.
2. Paragraph 2, Compensation, shall be amended to read as follows:

"2. Compensation. Compensation to Attorney for services shall be at the rates set forth in Exhibit A, provided, however, that total payments hereunder shall not exceed \$100,000. The rates set forth in Exhibit A-1 shall not be adjusted without a formal amendment to this Agreement, however the annual rate increases contemplated by Exhibit A-1 shall not require an amendment."

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 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:

Nossaman LLP
777 South Figueroa Street, 34th Floor
Los Angeles, CA 90017

By: _____
Corey A. Boock, Partner

Date: _____

COUNTY OF SONOMA:

By: _____
Robert Pittman
Sonoma County Counsel

Date: _____

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

By: _____
Lisa Pheatt
Deputy County Counsel
Date: _____

APPROVED AS TO FUNDS:

By: _____
Johannes J. Hoevertsz
Director of Sonoma County Public Infrastructure
Date: _____

Date: _____

EXHIBIT A-1

RATES 2026

Corey Boock, Partner	\$875/hour
Robert N. Kwong, Partner	\$835/hour
Other Partners:	Actual Rates Not to Exceed \$875/hour
Other Associates:	Actual Rates Not to Exceed \$555/hour

The foregoing rates shall apply during calendar year 2026. On January 1, 2027 and each successive January 1 thereafter, the hourly rates shall be increased by 3%, rounded up to the nearest \$5 increment.