

FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT

This FIRST Amendment ("Amendment"), dated as of _____, 2023 ("Effective Date"), is made by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Burke, Williams & Sorensen, LLP ("Attorneys"). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

RECITALS

WHEREAS, County and Attorneys entered into a Legal Services Agreement, dated July 27, 2021, for legal services to assist the County with land use, planning, environmental, administrative, constitutional and general public law; and

WHEREAS, the Agreement set a maximum compensation level for Attorneys' services at \$150,000; and

WHEREAS, the continued scope of services for the County will likely require and result in billings by Attorneys that will exceed \$150,000 in value and may reach as high as \$300,000 over the term of the contract; and

WHEREAS, the County and Attorneys have been mutually satisfied with the Agreement and wish to amend the Agreement with Attorneys to increase the contract amount.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Section 1-Services shall be amended to read in full as follows:

1. Services. Attorney will furnish as-needed legal services to County with regard to the land use entitlement process, including review of environmental documents to ensure consistency with the California Environmental Policy Act (CEQA), and the National Environmental Policy Act (NEPA), when applicable, and including administrative hearings and appeals. Services will also entail providing legal review and counsel for private applicant initiated projects, and complex public and public-private development projects, including environmental review for such projects, and defending the County in litigation, including CEQA and permit challenges related to decisions on specific projects. Services will also include legal support for one or more county long range comprehensive planning initiatives, including the County's update of the general plan and various specific plans, as well as legal support for county zoning code and land use ordinance development, adoption, and implementation, including associated environmental review. Services will also encompass general land use and code enforcement related legal work, including any administrative proceedings and/or litigation arising in

connection therewith. Attorneys understand and agree that the County itself is the client, acting by and through the Board of Supervisors. Attorney shall be prepared to and shall provide all requested legal services reasonably required to represent the County's interests from initial project formulation and planning through to final project delivery and completion. Attorney shall always keep the County Counsel's office adequately informed of the matters Attorney is handling, and will provide the County Counsel with a draft of all deliverables as soon as possible to allow proper County Counsel review and input, and at least 48 hours before deadline. Attorney shall keep the County Counsel fully advised of the progress in each assigned matter. Attorney shall provide County Counsel with periodic updates, as may be appropriate.

2. Section 2-Compensation shall be amended to read in full as follows:

2. Compensation. Compensation to Attorneys for respective services shall be at the following rates: Partners (and "Of Counsel") \$395 per hour, Associate Attorneys \$325 per hour, Paralegals \$185 per hour; provided, however, that total payments hereunder shall not exceed \$300,000. The rates set forth herein shall not be adjusted without a formal amendment to this Agreement.

3. Section 4-Attorneys' Key Personnel shall be amended to read in full as follows:

4. Attorneys' Key Personnel. The parties identified in this section as the key legal personnel providing professional services under this Agreement are key persons, whose services are a material inducement to County to enter into this Agreement. Key personnel shall be as listed below:

- Thomas B. Brown
- Stephen E. Velyvis
- Nira F. Doherty
- Anna C. Shimko
- Eric S. Phillips
- Gregory R. Aker
- Gerald J. Ramiza
- Nicholas J. Muscolino
- Maxwell A. Blum

4. Section 22-Method and Place of Giving Notice, Submitting Bills and Making Payments shall be amended to read in full as follows:

22. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail, except that bills may be submitted electronically. Notices, bills, and payments sent by mail shall be addressed as follows:

County: Jennifer C. Klein, Chief Deputy
Office of the County Counsel
County of Sonoma
575 Administration Drive, Rm 105A
Santa Rosa, CA 95403-2881

Electronic Bill Submission:
Jennifer.klein@sonoma-county.org
With cc: to:
Kelli.logasa@sonoma-county.org

Attorney: Thomas B. Brown
Burke, Williams & Sorensen, LLP
1999 Harrison Street, Suite 1650
Oakland, CA 94612
TBrown@bwslaw.com

Stephen E. Velyvis Burke,
Williams & Sorensen, LLP 1
California Street, Suite 3050
San Francisco, CA 94111
SVelyvis@bwslaw.com

5. 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.

6. 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

ATTORNEYS:

Date: _____, 2023

By: _____
Attorney

COUNTY OF SONOMA:

Date: _____, 2023

By: _____
Robert Pittman
Sonoma County Counsel

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

By: _____
Jennifer Klein, Chief Deputy County Counsel

Date: _____