

**FIRST AMENDMENT
TO
LEGAL SERVICES AGREEMENT**

This First Amendment ("Amendment"), dated as of _____, 2024, 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").

RECITALS

WHEREAS, Attorney has significant experience and recognized legal expertise in public works, infrastructure, public finance, public-private partnerships, solid waste, environmental analysis and permitting, real estate, procurement and other services relating to major public facilities development projects; and

WHEREAS, Attorney was selected for this engagement due to specific experience it has with the County's Central Disposal Site (CDS) operations. More specifically, during the course of its work advising the County on the CDS divestiture effort in 2007-2010, Attorney developed the contract documents that became the basis of the Master Operations Agreement with Republic Services of Sonoma County, which governs CDS operations and manages associated liabilities;

WHEREAS, the County and Attorney entered into that certain Legal Services Agreement, dated March 13, 2023, to assist the County with the planning, structuring and potential procurement, negotiation, and delivery of an expansion of the Central Landfill, along with other project-related matters ("Original Agreement");

WHEREAS, County and Attorney desire to amend the Original Agreement to increase the contract budget to an amount not to exceed \$800,000.00;

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:

AGREEMENT

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-1, provided, however, that total payments hereunder shall not exceed \$800,000. The rates set forth in Exhibit A 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."

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:

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

By: _____
Cory 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: _____

EXHIBIT A-1

RATES 2023-2024

Corey Boock, Partner	\$795/hour
Andree Blais, Partner	\$765/hour
Elizabeth Cousins	\$765/hour
Simon Adams, Partner	\$695/hour
Barney Allison, Partner	\$795/hour
Mary Lynn Coffee, Partner	\$715/hour
Patrick Harder, Partner	\$795/hour
Benjamin Rubin, Partner	\$650/hour
Elizabeth Klebaner, Partner	\$565/hour
Other Partners:	Actual Rates Not to Exceed \$795/hour
Other Associates:	Actual Rates Not to Exceed \$500/hour

The foregoing rates shall apply during calendar years 2023-2024. On January 1, 2025 and each successive January 1 thereafter, the hourly rates shall be increased by 3%, rounded up to the nearest \$5 increment.