

**AMENDMENT NO. 1 TO THE
DOWNEY BRAND ATTORNEYS, LLP AGREEMENT
FOR SPECIALIZED ADVISORY, TRANSACTIONAL AND PRE-LITIGATION
ATTORNEY SERVICES**

THIS AMENDMENT NO. 1 is made to the Specialized Advisory, Transactional and Pre-Litigation Agreement for Services Agreement by and between the Monterey County Water Resources Agency (hereinafter "MCWRA") and Downey Brand, LLP (hereinafter "ATTORNEY").

WHEREAS, ATTORNEY entered into an Agreement for Services with the Agency on January 1, 2021;

WHEREAS, MCWRA and ATTORNEY wish to amend the Agreement by increasing the total dollar amount by \$250,000.00 for a total contract amount not to exceed \$350,000.00 by transferring unexpended funds from the Interlake Tunnel Agreement for Specialized Non-Litigation and Litigation Attorney Services (hereinafter "ITL Agreement") dated September 13, 2016;

WHEREAS, by transferring unexpended funds, MCWRA will then terminate the ITL Agreement to utilize one agreement in place of two separate agreements;

NOW THEREFORE, MCWRA and ATTORNEY hereby agree to amend the Agreement as follows:

1. Amend Section 3 COMPENSATION, subsection 3.01 Compensation to Attorney to read as follows:

3.01 Compensation to ATTORNEY. As consideration for ATTORNEY's performance of services under this Agreement, MCWRA shall pay to ATTORNEY the fees and necessary expenses calculated in accordance with the hourly rate and expense method of billing. Fees and expenses are to be charged in accordance with the terms of this agreement and in accordance with the hourly rates for partners, associates, paralegals, and planners, if any, of ATTORNEY and any other terms governing fees set forth in **Exhibit B – REVISED**, attached hereto and incorporated.

2. Amend Section 3 COMPENSATION, subsection 3.02 Budget to read as follows:

3.02 Budget. ATTORNEY and MCWRA agree that the initial budget for services pursuant to this Agreement shall not exceed the sum of **three hundred fifty thousand dollars (\$350,000)**. ATTORNEY and MCWRA shall revise the budget as necessary to reflect additional fees and expenses required for services, and this Agreement shall be amended accordingly to provide for such budget increases. Proposed budget increases must be approved by MCWRA before increased charges or expenditures are accrued. ATTORNEY shall notify County Counsel in writing when fifty percent (50%) and

seventy-five percent (75%) of the Budget has been spent. If MCWRA does not approve additional fees and expenses required by the project beyond the initial and revised budget, MCWRA hereby consents to ATTORNEY's withdrawal as counsel in the matter.

- 3. All other terms and conditions of the Agreement remain unchanged and in full force.
- 4. This Amendment No. 1 shall be attached to the original Agreement dated January 1, 2021.

IN WITNESS WHEREOF, MCWRA and ATTORNEY have executed this Amendment No. 1 on the day and year written below.

MONTEREY COUNTY WATER RESOURCES AGENCY

DOWNEY BRAND, LLP.

DocuSigned by:
 By: LeW Bauman
631A724C33274DD...
 Interim General Manager

DocuSigned by:
 By: Kevin O'Brien
86B3112B53AE467...
 Attorney/Partner

Date: 4/14/2023 | 8:47 AM PDT

Date: 3/31/2023 | 9:40 AM PDT

APPROVED AS TO FORM

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
 By: Kelly L. Donlon
22D6990CA05A940B...
 Assistant County Counsel

DocuSigned by:
 By: Ma Mon
2617DD077D65495...
 Auditor Controller

Date: 3/31/2023 | 10:06 AM PDT

Date: 4/13/2023 | 5:03 PM PDT

EXHIBIT B – REVISED

FEEES AND EXPENSES

MCWRA shall pay ATTORNEY the fees and necessary expenses for services performed under this Agreement pursuant to the following schedule.

Kevin O'Brien	\$440/hr.
Meredith Nikkel	\$430/hr.
Bradley Carroll	\$420/hr.
Sam Bivins	\$410/hr.
Monica Browner	\$355/hr.
Holly Tokar	\$320/hr.
Nicolas Chapman	\$305/hr.
Michelle Welch	\$265/hr.
Jessica Wise	\$265/hr.

Expenses will be billed at actual cost (no mark-up).

ATTORNEY will bill monthly for work performed and costs advanced in accordance with the terms of this Agreement. Invoices shall be submitted to:

Kelly L. Donlon, Assistant County Counsel
Office of the County Counsel
168 W. Alisal Street, 3rd Floor
Salinas CA 93901
DonlonKL@co.monterey.ca.us

The maximum amount to be paid by MCWRA to ATTORNEY under this Agreement shall not exceed \$350,000.00.