

**AMENDMENT NUMBER 2 TO AGREEMENT
FOR SPECIALIZED ADVISORY, TRANSACTIONAL AND PRE-LITIGATION
ATTORNEY SERVICES**

THIS AMENDMENT NO. 2 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” or “Agency”) and Downey Brand, LLP (hereinafter “ATTORNEY”).

RECITALS

- A. The Parties entered into an Agreement for Services on January 1, 2021, with an amount not to exceed \$250,000.
- B. The Parties entered into Amendment No. 1 to the Agreement for Services on April 14, 2023, to increase the contract amount by an additional \$100,000, with an amount not to exceed \$350,000.
- C. The Parties wish to further amend the Agreement to increase the contract amount by an additional \$150,000, for a total contract amount not to exceed \$500,000.
- D. The Recitals listed in the original Agreement remain valid and in effect.

NOW, THEREFORE, in consideration of the mutual agreements contained in the Agreement, Amendment No. 1 and herein, and other good and valuable consideration, the Parties agree as follows:

- 1. Amend Section 2 SERVICES TO BE PERFORMED, subsection 2.01 Services to be Performed by Attorney to read as follows:

2.01 Services to be Performed by ATTORNEY. MCWRA hereby hires ATTORNEY to render legal services to MCWRA, subject to the terms of this Agreement. The primary attorneys providing services hereunder shall be Meredith E. Nikkel, although other attorneys in the firm may be utilized on an as-needed basis. ATTORNEY shall perform said services faithfully and well, when needed by and as requested by MCWRA. The services to be performed under this Agreement shall consist of research, analysis the giving of legal advice, representation of MCRWA in administrative proceedings in advisory, transactional and pre-litigation assignments and matters as may be agreed upon to from time-to-time.

- 2. 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.

3. 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 Five Hundred Thousand dollars (\$500,000). 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.

4. Amend Section 6 GENERAL PROVISIONS, subsection 6.05(b) Notices to read as follows:

(b) Notices mailed to the parties shall be addressed as follows:

To MCWRA:	To ATTORNEY:
Kelly L. Donlon, Chief Assistant County Counsel County of Monterey Office of the County Counsel 168 W. Alisal St., 3 rd Floor Salinas, CA 93901 (831) 755-5045 donlonkl@countyofmonterey.gov	Meredith E. Nikkel, Partner Downey Brand, LLP 621 Capitol Mall, 18 th Floor Sacramento, CA 95814 (916) 444-1000 mnikkel@DowneyBrand.com

5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 2 shall be attached to the original Agreement dated January 1, 2021 and Amendment No. 1 dated April 14, 2023.

[Signatures continued on following page.]

IN WITNESS WHEREOF, MCWRA and ATTORNEY have executed this Amendment No. 2 on the day and year written below.

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

DOWNEY BRAND, LLP.

By: _____
Ara Azhderian, General Manager

By: _____
Meredith E. Nikkel, Partner

Date: _____

Date: _____

APPROVED AS TO FORM

**APPROVED AS TO FISCAL
PROVISIONS**

By: _____
Kelly L. Donlon, Chief Assistant County Counsel

By: _____
Auditor Controller

EXHIBIT B – REVISED

FEES AND EXPENSES

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

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, Chief Assistant County Counsel
County of Monterey
Office of the County Counsel
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901
donlonkl@countyofmonterey.gov

The maximum amount to be paid by MCWRA to ATTORNEY under this Agreement shall not exceed \$500,000.