

Attachment 2

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MARIN MUNICIPAL WATER DISTRICT and Kronick, Moskovitz, Tiedemann & Girard
(Miscellaneous Agreement No. MA - 6200)**

This Contract Amendment ("First Amendment") is entered into by and between Marin Municipal Water District ("District") and Kronick, Moskovitz, Tiedemann & Girard ("Consultant").

For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. District and Consultant entered into the Agreement for specialized legal representation for assistance with water rights dated May 9, 2023 ("Agreement").
- B. The parties desire to enter into this First Amendment to the Agreement to increase the not to exceed amount set forth in the Agreement to permit the utilization of additional legal services.

Section 2. Terms:

- A. Amendment to Agreement: This First Amendment modifies the Agreement. Except for the modifications contained herein, all the terms of the Agreement shall apply.
- B. Terms:
 - 1. Amend Section 2 entitled "Compensation", subsection (d) to read as follows:

Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of one hundred thousand (\$100,000).

Dated: 4/3/2024

Kronick, Moskovitz, Tiedemann & Girard

By 

Dated: 4/4/24

MARIN MUNICIPAL WATER DISTRICT

By 
Bennett Horenstein, General Manager