Attachment 1

AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MARIN MUNICIPAL WATER DISTRICT and Wood, Smith, Henning & Berman LLP
(Miscellaneous Agreement No. MA - 6437)

This Contract Amendment ("Amendment") is entered into by and between Marin Municipal Water District ("District") and Wood, Smith, Henning & Berman LLP ("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 an Agreement for specialized legal representation for assistance with inverse condemnation, dangerous condition of public property, tort claims, personal injury claims, and other liability claim related matters, dated July 2, 2025 ("Agreement") for an initial not to exceed amount of $150,000.

B. The parties now desire to enter into this Amendment to increase the not to exceed amount by an additional $150,000 in order to permit the utilization of additional legal services being provided under the Agreement.

Section 2. Terms:

A. Amendment to Agreement: This 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 three hundred and thousand ($300,000).

In witness whereof, the Parties hereby execute this Amendment No. 1 as of the last date written below.

Wood, Smith, Henning & Berman LLP

Dated: _____ By: _____
Stewart Reid, Firmwide Managing Partner

MARIN MUNICIPAL WATER DISTRICT

Dated: _____ By: _____
Jed Smith, Board President

APPROVED AS TO FORM:

By: _____
Molly MacLean, District General Counsel