

Attachment 2

AMENDMENT NO. 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MARIN MUNICIPAL WATER DISTRICT and **Athens Administrators**
(Miscellaneous Agreement No. **5757**)

This Amendment No. 2 to Professional Services Agreement (“Second Amendment”) is entered into by and between Marin Municipal Water District (“District”) and **Athens Administrators** (“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 Professional Services dated June 28, 2019 (“Agreement”), which was set to expire on June 30, 2022 and was amended to add additional funding and to extend the expiration date to June 2025, through Amendment No. 1.
- B. The parties desire now desire to enter into this Second Amendment to the Agreement to extend the term of the Agreement to June 30, 2027, and to add additional funds for services the amount not to exceed \$130,000.

Section 2. Terms:

- A. Amendment to Agreement: This Second Amendment modifies the Agreement. Except for the modifications contained herein, all the terms of the Agreement shall apply.
- B. Terms:
 - 1. Part A Paragraph 1 entitled Description of Service and Payment Section (b) regarding the fee and payment provisions for such work shall be amended to include a new Exhibit A-2 to this Second Amendment, attached hereto and incorporated herein, which shall apply to the services to be provided as of July 1, 2025 through June 30, 2027, in an amount not to exceed \$100,000. The Second Amendment will also provide up to \$30,000 to cover additional cost incurred in the current term through June 30, 2025, for a total not to exceed amount under this Second Amendment of \$130,000.

2. Part B Paragraph 4 entitled “Prosecution of Work” is hereby amended to extend the term of the Agreement, including as previously amended, to June 30, 2027.

Dated: _____

Athens Administrators

By _____

Dated: _____

MARIN MUNICIPAL WATER DISTRICT

By _____
Bennett Horenstein, General Manager

EXHIBIT A-2