

EXHIBIT 10-A

**AMENDED & RESTATED
AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT amends and restates the prior agreement (“Prior Agreement”) of the parties dated January 1, 2022, with a term ending December 31, 2024.

This Amended and Restated Agreement for Legal Services (hereinafter referred to as “Amended and Restated Agreement”) by and between the Monterey Peninsula Water Management District (hereinafter referred to as “District” or “MPWMD”) and De Lay & Laredo, Attorneys at Law (hereinafter referred to as “General Counsel”). The term “General Manager” as used herein shall refer to the incumbent Executive Officer of the District.

This Amended and Restated Agreement is made and entered into with an effective date of July 1, 2024. Its terms shall prevail over any contrary provision of the Prior Agreement.

WHEREAS, the District requires legal services including representation, advice, and consultation as to its powers and duties and as to the rights and obligations of those with whom it deals and/or regulates; and

WHEREAS, General Counsel has civil law experience, regularly represents local public agencies, and maintains a civil law office in Pacific Grove, California with personnel who are familiar with legal principles applicable to the District;

NOW, THEREFORE, the parties do hereby agree as follows:

1. General Counsel will provide to, or on behalf of the District, general counsel services including day-to-day advice, written opinions, legal document review, appearances at all Board meetings, and appearances at committees or subcommittee meetings at the District upon request. Michael D. Laredo is designated as lead attorney; service may also be provided by other De Lay & Laredo counsel or staff. Service by non-firm counsel shall be subject to District approval. District agrees to pay General Counsel for general counsel services on a monthly basis upon invoice from General Counsel, in accord with paragraph 4, below.

2. In addition to general counsel services, De Lay & Laredo attorneys shall also provide special legal services, upon request and subject to direction from the District Board of Directors or its General Manager, such as appearances at non-District meetings or proceedings, oversight of special counsel, litigation advice or services, services subject to reimbursement by third parties, and bond, audit or financial services. David C. Laredo shall be assigned to provide lead counsel on matters of active litigation, including but not limited to oversight of eminent domain proceedings pertaining to acquisition of properties owned by California American Water Company, contested matters pending before the California Public Utilities Commission or the State Water Resources Control Board. The District shall pay De Lay & Laredo for these legal services upon invoice from General Counsel, in accord with paragraph 4, below.

3. General Counsel's engagement with respect to matters relating to conflicts of interest, Fair Political Practice Act issues, or Government Code Section 1090 issues shall be provided only as to specific matters for which General Counsel has been formally consulted and for which General Counsel has agreed to accept. General Counsel's engagement shall not impose a duty upon De Lay & Laredo or any attorney of that firm, to undertake an independent review or special investigation of District files, transactions, contractual arrangements, or other affairs for the purpose of issues referenced above, except in response to a specific question or consultation. This engagement also does not require a separate inquiry or review of any statement of economic interest (or any inquiry as to the accuracy of such statement), nor does this engagement require an independent assessment as to conflict or self-dealing issues absent a specific written consultation or written question thereon.

4. Upon the effective date of this Agreement, General Counsel shall be paid special legal services, upon invoice, as follows:

- Efforts by Michael D. Laredo - two hundred seventy-five dollars (\$275) per hour,
- Efforts by David C. Laredo - two hundred ninety-five dollars (\$295) per hour,
- Efforts by Frances M. Farina - two hundred ninety-five dollars (\$295) per hour,
- Efforts by other firm attorneys - two hundred sixty-five dollars (\$265) per hour,
- Efforts by firm paralegal staff - one hundred thirty dollars (\$130) per hour.

Rates set forth above shall each increase by 5% (adjusted to the nearest five-dollar increment) on the following dates: January 1, 2025, and January 1, 2026.

5. Upon January 1, 2026, efforts by Michael D. Laredo shall be paid at the same rate referenced above for David C. Laredo or Frances M. Farina.

6. The District agrees to reimburse General Counsel for all expenses and reasonable costs incurred by General Counsel relating to the District, including registration and expenses (in accord with District per diem rates and policies) for one conference sponsored by ACWA or other comparable organization each calendar year. The District shall reimburse General Counsel all costs incurred on behalf of the District including specialty counsel, appraisers, filing fees, witness fees, transcripts, reporter fees, hearing officer costs, photocopying costs, long-distance telephone costs, travel and lodging costs, legal process fees, discovery costs, and jury fees. Out-of-district travel shall be billed at 50% of the applicable service rate. Costs shall be billed at actual cost (no overhead additions). No cost charge shall be made for communications or deliveries to or from other firm counsel.

6. This legal services agreement shall end on December 31, 2026, provided however, that this Agreement may be terminated at any time during its term, without cause, by the affirmative vote of a majority of the Board. In the absence of a written renewal, this contract shall continue on a monthly basis beginning on January 1, 2027, provided however, that the District or General Counsel shall provide thirty (30) days advance notice of any amendment.

7. De Lay & Laredo shall maintain a policy of professional errors and omissions insurance with a minimum of \$1,000,000/\$1,000,000 limits during the term of this agreement.

IN WITNESS WHEREOF, Monterey Peninsula Water Management District and General Counsel have executed this Agreement as of the day and year set forth below.

Dated

David J. Stoldt for MPMWD

Dated

Michael D. Laredo for De Lay & Laredo

Dated

David C. Laredo for De Lay & Laredo

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