

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF
VENTURA, VENTURA COUNTY WATERSHED PROTECTION DISTRICT, VENTURA COUNTY
WATERWORKS DISTRICT NOS. 1 AND 19, AND HANSON BRIDGETT LLP**

This “Third Amendment” is made and entered into as of September 10, 2024, by and between, on the one hand, the County of Ventura (“COUNTY”), the Ventura County Watershed Protection District (“DISTRICT”), and the Ventura County Waterworks Districts Nos. 1 and 19 (“WATERWORKS”) (collectively, “COUNTY & DISTRICTS”), and, on the other hand, Hanson Bridgett LLP (“COUNSEL”) to amend that certain professional services agreement, dated October 30, 2018 (“Original Agreement”). Hereinafter, COUNTY, DISTRICT, WATERWORKS, and COUNSEL may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. On or about October 30, 2018, the Parties executed the Original Agreement for COUNSEL’s representation and performance of legal services on behalf of the COUNTY & DISTRICTS in certain water resources litigation with the potential to affect the COUNTY & DISTRICTS’ water rights and regulatory interests, attached hereto as Exhibit A.

B. Under the Original Agreement, COUNSEL represented and provided legal services to WATERWORKS in the matter of *Las Posas Valley Water Rights Coalition et al. v Fox Canyon Groundwater Management Agency, et al.*, Santa Barbara Sup. Ct. Case No. VENC100509700 (“LPV Adjudication”); and to COUNTY and DISTRICT in the matter of *Santa Barbara Channelkeeper v. State Water Resources Control Board, et al.*, Los Angeles Sup. Ct. Case No. 19SSTCP001176 (“Ventura River Adjudication”), with a “not to exceed” limit of \$200,000 in any fiscal year.

C. On or about November 11, 2019, the Parties executed a first amendment to the Original Agreement, increasing the “not to exceed” limit to \$750,000 in any fiscal year and providing for certain billing practices consistent with COUNTY & DISTRICTS’ internal fiscal administration (“First Amendment”), attached hereto as Exhibit B.

D. On or about May 16, 2023, the Parties executed a second amendment to the Original Agreement, reducing the “not to exceed” limit to \$200,000 in any fiscal year (“Second Amendment”), attached hereto as Exhibit C.

E. COUNTY & DISTRICTS have been pleased with COUNSEL’s performance under the Original Agreement and now wish to amend the Original Agreement, as amended by the First Amendment and the Second Amendment, to further modify the COUNTY & DISTRICTS authority to extend the Original Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Paragraph 2 of Exhibit B to the Original Agreement is deleted and replaced with the following:

The total amount of services rendered by Counsel under this Agreement, including any and all services rendered by its retained consultants or experts, may not exceed \$200,000 in any fiscal year (July 1 to June 30), commencing with fiscal year 2023-

2024. If or when the total amount of billed services reaches \$150,000 in any fiscal year, Counsel shall promptly notify County and Districts.

2. Paragraph 3 of Exhibit B to the Original Agreement is deleted and replaced with the following:

The term of this Agreement may be extended by the mutual agreement of County and Districts and Counsel for up to three additional one-year terms, commencing with fiscal year 2024-2025. If the term of the Agreement is extended, Counsel's hourly billing rates shall be subject to review and adjustment as may be agreed by County and Districts and Counsel.

3. Except for the modifications described herein, all other terms and conditions of the Original Agreement, as amended, shall remain in effect.

4. This Third Amendment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

5. The Parties agree that this Third Amendment may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment through their duly authorized representatives as of the last date written below.

COUNTY OF VENTURA

By: _____
Tiffany North, Ventura County Counsel

Date: _____

HANSON BRIDGETT LLP

By: _____

Name: _____

Title: _____

Date: _____

**VENTURA COUNTY WATERSHED
PROTECTION DISTRICT**

By: _____
Tiffany North, Ventura County Counsel

Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

**VENTURA COUNTY WATERWORKS DISTRICT
NO. 1**

By: _____
Tiffany North, Ventura County Counsel

Date: _____

**VENTURA COUNTY WATERWORKS DISTRICT
NO. 19**

By: _____
Tiffany North, Ventura County Counsel

Date: _____