

**AMENDED AGREEMENT FOR GENERAL COUNSEL  
LEGAL SERVICES  
NATOMAS BASIN CONSERVANCY  
BEST BEST & KRIEGER LLP**

**1. PARTIES AND DATE.**

This Agreement is made and entered into as of April 6, 2017, by and between The Natomas Basin Conservancy, a non-profit public benefit corporation ("Client"), and Best Best & Krieger LLP, a limited liability partnership, engaged in the practice of law ("BB&K").

**2. RECITALS.**

2.1 Client wishes to engage the services of Edward J. Quinn, Jr. of BB&K as its General Counsel to perform legal services for the Client on the terms set forth below.

2.2 The parties acknowledge that Client's decision to engage Mr. Quinn and BB&K is based in substantial part on his role as a trusted advisor to Client over a period of years preceding his becoming a member of BB&K. Client and BB&K intend that such trusted advisor role will continue throughout the term of this Agreement.

**3. TERMS.**

3.1 Term. The term of this Agreement shall commence on April 6, 2017, and shall continue in full force and effect until July 1, 2019, unless terminated in accordance with Section 3.13.

3.2 Scope of Services. Edward J. Quinn, Jr. of BB&K shall serve as General Counsel and shall perform legal services ("Services") as may be required from time to time by the Client as set forth by this Agreement, unless otherwise agreed to by the Client and BB&K. As part of the Services to be performed hereunder, BB&K shall be responsible for the following:

3.2.1 Preparation for and attendance at regular meetings of the Client;

3.2.2 Provision of legal counsel at such other meetings as directed by the Client;

3.2.3 Rendering to the officers and employees of the Client legal advice and opinions on legal matters affecting the Client;

3.3 Designated General Counsel. Edward J. Quinn, Jr. shall be designated as General Counsel, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. Mr. Quinn will coordinate with Client's Executive Director regarding the retention of attorneys who are associated with other law firms as circumstances require. No change in this assignment shall be made without the consent of the Client.

3.4 Time of Performance. The services of BB&K shall be performed expeditiously in the time frames and as directed by the Client.

3.5 Independent Contractor. BB&K shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which BB&K, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth

Mr. Quinn's hourly rate shall be \$415. Other members of BB&K shall be billed at their standard hourly rates for private clients as of the effective date of this Agreement. Mr. Quinn will apprise client's Executive Director in advance in the event that a member of BB&K whose hourly rate exceeds \$405 is to perform work for client.

3.5.1 Cost Reimbursement & Exceptions. BB&K will incur on behalf of Client various costs and expenses in performing legal services under this Agreement. Miscellaneous expenses are covered by a standard administrative charge, currently set at 4%, which compensates the cost of normal photocopying, long distance telephone calls, regular mail postage, telecopy charges and other expenses as to which individual itemization is impractical. Costs specific to your matter such as investigation and filing fees, process service fees, courier services, deposition and court reporter fees, and computerized legal research are itemized and will appear on your monthly statement as separate items.

All costs and expenses are billed at our cost. Client agrees to pay the administrative charge and the costs itemized on your statements in addition to the hourly fees.

3.6 Billing. BB&K shall submit monthly to the Client a detailed statement of account for Services. The Client shall review BB&K's monthly statements and pay BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

3.7 Insurance. BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. A separate schedule containing BB&K's insurance policies will be available for inspection upon Client's request.

3.8 Attorney-Client Privilege. Confidential communication between the Client and BB&K shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between the Client and BB&K in the course of the relationship covered by this Agreement and in confidence by a means which, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship.

3.9 Termination of Agreement and Legal Services. This Agreement and the Services rendered under it may be terminated at any time upon thirty (30) days' prior written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the Client and performed up through and including the effective date of termination.

3.10 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.11 Governing Law. This Agreement shall be governed by the laws of the State of California.

3.12 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.13 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

3.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.16 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Client: Natomas Basin Conservancy  
2150 River Plaza Drive, Suite 460  
Sacramento, CA 95833  
Attention: John R. Roberts

BB&K: Best Best & Krieger LLP  
500 Capitol Mall, Suite 1700  
Sacramento, CA 95814  
Attention: Edward J. Quinn, Jr.

Such notices shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

IN WITNESS WHEREOF, the Client and BB&K have executed this Agreement for General Counsel Legal Services as of the date first written above.

NATOMAS BASIN CONSERVANCY,  
a non-profit public benefit corporation

By: \_\_\_\_\_  
JOHN R. ROBERTS  
EXECUTIVE DIRECTOR

BEST BEST & KRIEGER LLP

By: \_\_\_\_\_  
EDWARD J. QUINN, JR.  
PARTNER