



1999 Harrison Street, 9th Floor
Oakland, California 94612
tel (510) 808-2000
fax (510) 444-1108
www.meyersnave.com

David W. Skinner
dskinner@meyersnave.com

February 17, 2024

VIA ELECTRONIC MAIL ONLY

Chad Davisson, General Manager
Graton Community Services District
P.O. Box 534
Graton, CA 95444
E-mail: chaddavisson.gcsd@gmail.com

Re: Representation of Graton Community Services District as General Counsel

Dear Mr. Davisson:

We are writing to inform you that, effective as of the close of business on March 14, 2024, Steve Mattas and Claire Lai will be leaving Meyers Nave, a Professional Corporation ("Meyers Nave") to join Redwood Public Law. In the interim, Steve and Claire will remain at Meyers Nave and continue to be available to you at their existing Meyers Nave email addresses (smattas@meyersnave.com and clai@meyersnave.com and through their existing cell phone numbers (510.282.7033 and 510.407.5075 respectively).

As a client, the Graton Community Services District has several options for the general counsel services presently being handled for you by Steve Mattas and Claire Lai. The Graton Community Services District can either: (i) keep the general counsel matter at Meyers Nave; (ii) direct that the general counsel matter be transferred to Mr. Mattas and Ms. Lai at Redwood Public Law; or (iii) retain new counsel to assist you in these matters. You may choose any of these options.

Whatever your decision, we want to assure you that the Graton Community Services District's interests will at all times be protected fully during the transition process. Should the matters be transferred from Meyers Nave, we will see that all necessary steps in the process are completed promptly and professionally to facilitate a smooth transition. If the matters are to be transferred, we will need written confirmation from you of that fact, along with express authorization for Meyers Nave to release files to the firm you have selected.

As soon as possible, please return the enclosed form to advise us of your decision regarding the general counsel matters presently being handled by Meyers Nave. Please send the completed form by pdf copy to both David Skinner, Chief Executive Officer at dskinner@meyersnave.com and to Steve Mattas at steve.mattas@redwoodpubliclaw.com.

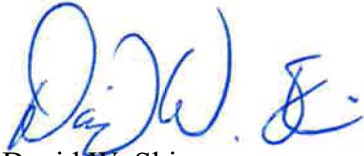
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We will do our best to minimize any inconvenience these changes may cause and urge you to contact either of the undersigned with any questions or concerns you might have. For your reference, beginning on March 15, 2024, Steve Mattas' contact information will be as follows:

Redwood Public Law
66 Franklin Street, Suite 300
Oakland, CA 94607
(510) 282-7033 (Mobile)
E-mail: steve.mattas@redwoodpubliclaw.com;

Thank you very much for your prompt attention to this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read "David W. Skinner".

David W. Skinner
Chief Executive Officer/Managing Principal

A handwritten signature in blue ink, appearing to read "Steve Mattas".

Steve Mattas

Disposition of Matters

Please respond via email to David Skinner, Chief Executive Officer/Managing Principal at dskinner@meyersnave.com and steve.mattas@redwoodpubliclaw.com. Meyers Nave is presently representing the San Diego Countywide Oversight Board in the following matters:

MN Client/ Matter No.	Matter Name
1656.001 through 1656.005	General Counsel Services, Travel, Wastewater Treatment Plant Upgrade and Occidental Wastewater Project
1656.006	Neighbors for a Clean Graton v. GCSD

In light of Steve Mattas' and Claire Lai's departure from Meyers Nave, Graton Community Services District directs as follows:

- Keep the matter of 1656.006 at Meyers Nave.
- Direct that the matters of 1656.001 through 1656.006 be transferred to Steve Mattas and Claire Lai at Redwood Public Law.
- The physical and electronic files for the matters identified above are to be returned to Graton Community Services District **or** transferred to another attorney, as indicated below. Please return any retainer that Meyers Nave is holding to me.

New Attorney Name: _____
Address: _____
Phone: _____

Dated: _____

Graton Community Services District

By: _____
Title: General Manager

AMENDMENT TO LEGAL SERVICES CONTRACT

WHEREAS, the Graton Community Services District (“GCSD”) and Meyers Nave (“MN”) (sometimes individually referred to as a “Party” and collectively referred to as “Parties”) entered into a Legal Services Contract (“Contract”) in August 2012, attached hereto and incorporated herein as Exhibit A, for legal services reasonably required to represent and advise GCSD in connection with General Counsel Services and additional related services;

WHEREAS, GCSD and MN desire to amend the Contract to modify the billing rates upon which fees are calculated for MN’s services.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. This Amendment (“Amendment”) shall become effective as of October 1, 2023.
2. The Billing Rate Sheet under Attachment 1 to the Contract, is hereby amended in its entirety to read as follows:

MEYERS NAVE RATE SHEET

General Legal Services	Hourly Rate
Principals	\$528
Senior Of Counsel	\$436
Of Counsel	\$395
Associate	\$360
Paralegal	\$290
Law Clerk	\$244

Our rates adjust annually by the greater of 3% or the relevant local CPI increase over the prior 12 month period.

3. All other terms, conditions and provisions in the Contract remain in full force and effect. If there is a conflict between the terms of this Amendment and the Contract, the terms of the Contract will control unless specifically modified by this Amendment.
4. This Amendment and the Contract represent the entire and integrated agreement between GCSD and MN, and supersede all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.
5. This Amendment may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one agreement, which shall be binding upon and effective as to all Parties.

The Parties have executed this Amendment as of the last date noted below.


Date:

Graton Community Services District

By: _____
Chad Davisson
GCSD General Manager

Date: October 27, 2023

Meyers Nave

By:  _____
Steve Mattas
Senior Principal


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3. All other terms, conditions and provisions in the Contract remain in full force and effect. If there is a conflict between the terms of this Amendment and the Contract, the terms of the Contract will control unless specifically modified by this Amendment.
4. This Amendment and the Contract represent the entire and integrated agreement between GCSD and MN, and supersede all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.
5. This Amendment may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one agreement, which shall be binding upon and effective as to all Parties.

The Parties have executed this Amendment as of the last date noted below.


Date: 10-28-2023

Graton Community Services District

By: 
Chad Davisson
GCSD General Manager

Date: October 27, 2023

Meyers Nave

By: 
Steve Mattas
Senior Principal

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