



**MesaWater**  
DISTRICT®

*Dedicated to  
Satisfying our Community's  
Water Needs*

September 27, 2023

Robert E. Anslow  
Atkinson, Andelson, Loya, Ruud & Romo  
20 Pacifica, Suite 100  
Irvine, CA 92618

**Subject: Amendment to Professional Services Agreement for Attorney  
Services: General Legal Counsel**

**BOARD OF DIRECTORS**

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*General Manager*

**Denise Garcia**  
*District Secretary*

**Marwan Khalifa, CPA, MBA**  
*District Treasurer*

**Atkinson, Andelson,  
Loya, Ruud & Romo**  
*Legal Counsel*

Dear Mr. Anslow:

The purpose of this letter is to amend the current Agreement for Attorney Services: General Legal Counsel between Mesa Water District (Mesa Water®) and Atkinson, Andelson, Loya, Ruud & Romo. The current Agreement expires on October 31, 2026.

This letter is to amend the scope of services and fee schedule stated in the original Agreement dated November 1, 2021.

~~In addition to the scope of services previously agreed to, Atkinson, Andelson, Loya, Ruud & Romo shall accurately and consistently represent Mesa Water's Proposition 218 (Prop. 218) Policies by expressing support for:~~

- ~~1) the District's Policy Position that water rates, fees, and other service or use charges must be based on true costs in conformance with Prop. 218 (Article XIII D of the California Constitution);~~
- ~~1) Prop. 218 as defense against government overreach, and protection of local control and ratemaking authority; and,~~
- ~~2) the District's Policy Platform of maintaining Prop. 218's current provisions regarding government service assessments, fees, rates, and taxes, specifically:~~
  - ~~o the "2/3 vote" required from the legislature and voters for approval of new levies;~~
  - ~~o the "special benefit and proportionality requirements" provision, which directly connects the special benefits received with reasonable proportionate costs, and ensures that assessments imposed for property-related (water) services must not exceed the proportional cost of the services attributable to the parcel, and~~
  - ~~o transparent rate-setting procedures that protect consumers from potential government overcharge by providing ample opportunities for consumer participation and the ability for consumers to protest illegal rates.~~

~~In addition, the following language from Mesa Water's agreement with Atkinson, Andelson, Loya, Ruud & Romo (Item 5 of Appendix One – Scope of Services) is removed from the agreement:~~

1965 Placentia Avenue  
Costa Mesa, CA 92627  
tel 949.631.1200  
fax 949.574.1036  
info@MesaWater.org  
**MesaWater.org**



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*Counsel shall actively participate and engage in the Association of California Water Agencies Legal Affairs Committee and CalWater PAC meetings as requested or directed.*

**FEE SCHEDULE**

**Revised Hourly Rate Schedule as follows:**

Labor Rates	
Partners	\$300.00 per hour
Senior Associates	\$280.00 per hour
Associates	\$265.00 per hour
Law Clerks	\$150.00 per hour
Paralegals	\$150.00 per hour

Additionally, removal of the cap on legal services billings for attendance at regular meetings of the Board of Directors.

Except as set forth in this letter, all terms, conditions, and provisions of the Agreement are unchanged and remain in full force and effect.

If this meets your understanding of the Agreement amendment, please sign this letter of understanding and return to Mesa Water. A copy of the fully executed Amendment will be sent to you via DocuSign for your record.

**Atkinson, Andelson, Loya, Ruud & Romo      Mesa Water District**

By: \_\_\_\_\_ By: \_\_\_\_\_

Robert E. Anslow  
Partner

Paul E. Shoenberger, P.E.  
General Manager

We look forward to our continued working relationship with you.

Sincerely,

Paul E. Shoenberger, P.E.  
General Manager  
Mesa Water District

cc: District File