

**AMENDMENT NO. 1 TO AGREEMENT A5101G
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND TRUEPOINT SOLUTIONS, LLC D/B/A GOVPATH**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement **A5101G** dated August 29, 2024, between SANTA CLARA VALLEY WATER DISTRICT (District or Valley Water) and TRUEPOINT SOLUTIONS, LLC doing business as (D/B/A) GOVPATH (Consultant) (Agreement).

RECITALS

WHEREAS, Consultant is currently providing implementation services for the Utility Billing System Selection & Implementation Services Project;

WHEREAS, the Agreement expires on October 31, 2026;

WHEREAS, Consultant is now doing business as GovPath effective July 1, 2025; and

WHEREAS, the Parties desire to amend the Agreement to document Consultant's D/B/A name change and update contact information for certain authorized Consultant staff; and

WHEREAS, the Parties desire to amend the Agreement to extend the term two months and to increase the not-to-exceed fee by \$64,750, for a revised total not-to-exceed fee of \$517,275 to allow Consultant to continue providing implementation services for the Utility Billing System Selection & Implementation Services Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein, Valley Water and Consultant hereby agree to amend the Agreement as follows:

1. Agreement Section Twelve, subsection 23. Schedules and Attachments, is amended to state as follows:

“23. **Schedule(s) and Attachments.** Schedule A-GEN, Scope of Services, and the following listed revised Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One – Fees and Payments (REVISED)
Revised Attachment Two – Schedule of Completion (REVISED)
Revised Attachment Three – Consultant's Key Staff and Subconsultants (REVISED).
Attachment Four – Reference Materials (UNCHANGED).”

2. Attachment One to Schedule A-GEN (Fees and Payment) is revised as set forth in the (revised) attachment hereto.
3. Attachment Two to Schedule A-GEN (Schedule of Completion) is revised as set forth in the (revised) attachment below.

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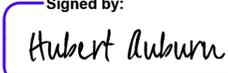
- 4. Attachment Three to Schedule A-GEN (Consultant's Key Staff and Subconsultants) is revised as set forth in the (revised) attachment below.
- 5. All other terms and conditions of the Agreement **A5101G**, not otherwise amended as stated herein remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A5101G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

**TRUEPOINT SOLUTIONS, LLC D/B/A
GOVPATH**
Consultant

By: _____
Tony Estremera
Chair, Board of Directors

Signed by:
By:  _____
Hubert P. Auburn
Chief Executive Officer

Date: _____

Date: 2/12/2026 _____

ATTEST:

Consultant's Address:
950 E State Highway 114 Ste 105
Southlake TX, 76092

Candice Kwok-Smith
Clerk, Board of Directors

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**SCHEDULE A-GEN
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding [REVISED]

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$517,275** (Not-to-Exceed or NTE). Under no conditions will the total compensation to Consultant exceed NTE Fee payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water’s Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown [REVISED]

The NTE compensation of this Agreement consists of the following task fee breakdown. No Services will be performed or fees paid by Valley Water to Consultant for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

COST BREAKDOWN

Task	Description	Not-to-Exceed Fees	Amendment No. 1
1	Project Management	\$29,600.00	<i>No change</i>
2	Discovery Workshop, Core Team Training, and Business Analysis	\$33,350.00	<i>No change</i>
3	Integration Requirements and Environment Planning, System Design and Implementation; Preliminary Data Migration; Transform and Load Conversion	\$207,200.00	\$271,950.00
4	Functional and Technical Testing	\$37,000.00	<i>No change</i>
5	Functional and Technical Training	\$44,500.00	<i>No change</i>
6	Cut-Over, Transition, and Go-Live	\$40,750.00	<i>No change</i>
7	Post Go-Live Technical Support Services and Project Closing (9 Months)	\$0.00	<i>No change</i>
8	Supplemental Services	\$60,125.00	<i>No change</i>
Total Not-to-Exceed Fees		\$452,525.00	\$517,275.00

**SCHEDULE A-GEN
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

3. Terms and Conditions [UNCHANGED]

A. Payments for Services performed, as described in this attached Schedule, which applies to the specific Services, will be based on the following terms:

- 1) Valley Water will pay for Services provided by Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.

B. **Reimbursable Expenses** – NOT USED

C. **Prevailing Wage Requirements** – NOT USED

HOURLY/UNIT RATE TABLE [UNCHANGED]

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Project Manager	\$185
Technical Lead	\$185
Data Conversion Specialist	\$185
Implementation Consultant	\$185
IT Manager	\$185
Project Director	\$185

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**SCHEDULE A-GEN
REVISED ATTACHMENT TWO
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires December 31, 2026, after the Effective Date, unless, prior to its expiration, its term is modified by a written amendment hereto signed by both Parties.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Duration of Agreement
2	Discovery Workshop, Core Team Training, and Business Analysis	August 2024 – September 2024
3	Integration Requirements and Environment Planning, System Design, and Implementation; Preliminary Data Migration; Transform and Load Conversion	September 2024 – December 2025
4	Functional and Technical Testing	January 2025 – December 2025
5	Functional and Technical Training	December 2024 – October 2025
6	Cut-Over, Transition, and Go-Live	December 2025 – January 2026
7	Post Go-Live Technical Support Services and Project Closing (9 Months)	February 2026 – December 2026
8	Supplemental Services	Duration of Agreement

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**SCHEDULE A-GEN
REVISED ATTACHMENT THREE
CONSULTANT' KEY STAFF AND SUBCONSULTANT**

1. Consultant's key staff assigned to the Project are as follows:

Team Member	Classification	Project Role	Contact Information
Jay Lum	Project Manager	Project Manager	950 E State Highway 114 Ste 105 Southlake TX, 76092 jlum@govpath.tech (916) 704-9598
Peter Hunt	Technical Lead	Technical Lead	950 E State Highway 114 Ste 105 Southlake TX, 76092 phunt@govpath.tech (916) 259-1293
Kevin Lachance	IT Manager	IT Manager	950 E State Highway 114 Ste 105 Southlake TX, 76092 klachance@govpath.tech (916) 259-1293
Dane Quatacker	Project Director	Project Director	950 E State Highway 114 Ste 105 Southlake TX, 76092 dquatacker@govpath.tech (559) 920-2572

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