

**AMENDMENT NO. 3 TO AGREEMENT A4648G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND CARPI & CLAY, INC**

This Amendment No. 3 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A4648G (Agreement) dated June 28, 2022, as amended by Amendment No. 1 dated April 25, 2023, and amended by Amendment No. 2 dated June 25, 2024, between SANTA CLARA VALLEY WATER DISTRICT (District and Valley Water) and CARPI & CLAY, INC (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently under an Agreement to provide Washington, D.C. Representation Services Administrative Agencies and Executive Branch Focus; and

WHEREAS, the Agreement currently expires on June 30, 2025; and

WHEREAS, the Parties desire to amend the Agreement to extend the term by twelve months and increase the Not-To-Exceed Fixed Fee to allow Consultant to continue providing professional services for the District's Washington, D.C. Representation Services Administrative Agencies and Executive Branch Focus and make administrative updates.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary stated in the Agreement and Amendments No. 1 and No. 2, District and Consultant hereby agree to amend the Agreement as follows:

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

“23. Schedules and Attachments

Schedule A-GEN, Scope of Services, and the following Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One to Schedule A-GEN Scope of Services, Fees and Payments (REVISED)

Revised Attachment Two to Schedule A-GEN Scope of Services, Schedule of Completion (REVISED)

Attachment Three to Schedule A-GEN Scope of Services, Consultant's Key Staff and Subconsultants (UNCHANGED)

Attachment Four to Schedule A-GEN Scope of Services, Reference Materials (UNCHANGED).”

2. Revised Attachment One to Schedule A-GEN, Fees and Payments is amended as set forth in the Revised Attachment One to Revised Schedule A-GEN, Fees and Payments, attached hereto and incorporated herein by this reference.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 3 TO AGREEMENT A4648G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND CARPI & CLAY, INC**

3. Revised Attachment Two to Schedule A-GEN, Schedule of Completion, Section 2. is amended to state as follows:

“2. This Agreement expires on June 30, 2026.”

4. All other terms and conditions of the Agreement A4648G, Amendment No. 1, and Amendment No. 2, 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. 3 TO AGREEMENT A4648G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
District

By: _____
Tony Estremera
Chair, Board of Directors

Date: _____

ATTEST:

Candice Kwok-Smith
Clerk, Board of Directors

CARPI & CLAY, INC
Consultant

Signed by:
By: Ken Carpi on behalf of Julie Minerva
0548F2EFE58544C...
Julie Minerva
Partner

Date: 5/14/2025

Consultant's Address:
601 New Jersey Ave., N.W., Suite 300
Washington, D.C. 20001

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 3 TO AGREEMENT A4648G
REVISED SCHEDULE A-GEN
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$768,000** (Not-to-Exceed Fixed Fee or NTE). This fixed fee amount includes all expenses and costs related to the Consultant's performance of the Scope of Services. Under no circumstances will the total compensation to the Consultant exceed this amount, unless modified by a written amendment executed by the Parties. The Consultant guarantees that it will complete the contracted Scope of Services for the Total Agreement Amount stated herein.

2. Cost Breakdown

The fixed fee compensation of this Agreement consists of the following task fee breakdown.

COST BREAKDOWN					
Task	Description	Original Not-to-Exceed Fixed Fees Effective 7/1/22 – 6/30/23	Amendment No. 1 Not-to-Exceed Fixed Fees Effective 7/1/23 – 6/30/24	Amendment No. 2 Not-to-Exceed Fixed Fees Effective 7/1/24 – 6/30/24	Amendment No. 3 Not-to-Exceed Fixed Fees Effective 7/1/25 – 6/30/26
1	Project Management	\$16,000 flat fee per month for Tasks 1 – 2 starting July 1, 2024	\$16,000 flat fee per month for Tasks 1 – 2 starting July 1, 2024	\$16,000 flat fee per month for Tasks 1 – 2 starting July 1, 2024	\$16,000 flat fee per month for Tasks 1 – 2 starting July 1, 2025
2	Federal Lobbying Services				
Total Not-to-Exceed Fixed Fees		\$192,000	\$384,000	\$576,000	\$768,000

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

This page intentionally left blank.