

**AMENDMENT NO. 2 TO AGREEMENT A4820G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PLANTE MORAN, PLLC DBA PLANTE MORAN**

This Amendment No. 2 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consultant Agreement A4820G (Agreement) dated July 6, 2023 and Amendment No. 1 dated August 3, 2023 between SANTA CLARA VALLEY WATER DISTRICT (District or Valley Water) and PLANTE MORAN, PLLC DBA PLANTE MORAN, (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing professional auditing services for Valley Water's On-Call Management Services for Auditing Support Project;

WHEREAS, the Parties desire to increase the Not-To-Exceed fee to provide funds for Consultant to continue providing professional auditing services for Valley Water's On-Call Management Services for Auditing Support Project.

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

1. The Agreement, Standard On-Call Consultant Agreement, Section Twelve, subsection 23. Schedules and Attachments, is amended to state as follows:

"23. Schedules and Attachments. Schedule OC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

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

2. Attachment One to Schedule OC, Fees and Payments, Section 1 is amended to state as follows:

"1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule and in all approved Task Orders will not exceed a total amount of \$500,000 (Not-to-Exceed or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE 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. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by Valley Water may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement."

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3. All other terms and conditions of the Agreement A4820G, Amendment No.1, 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. 2 TO AGREEMENT A4820G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

Signed by:
By: Melanie Richardson
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Melanie Richardson, P.E.
Interim Chief Executive Officer

Date: 12/18/2025

PLANTE MORAN, PLLC DBA PLANTE MORAN
Consultant

DocuSigned by:
By: Troy Snyder
9BF4D2650072475...
Troy Snyder
Partner

Date: 12/10/2025

Consultant's Address:
300 Town Center, Suite 100
Southfield, Michigan 48075

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