

**AMENDMENT NO. 1 TO AGREEMENT A4648G  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND CARPI & CLAY, INC**

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 A4648G (Agreement) dated June 28, 2022, 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 2022; and

**WHEREAS**, the Agreement currently expires on June 28, 2023; and

**WHEREAS**, the Parties desire to amend the Agreement to exercise the first one 1-year option to renew for twelve months and extend the expiration date to allow Consultant to continue providing professional services for the District's Washington, D.C. Representation Services Administrative Agencies and Executive Branch Focus 2022, 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 Amendment No. 1, 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.

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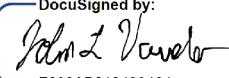
3. Revised Attachment Two to Schedule A-GEN, Schedule of Completion, Section 2. is amended to state as follows:

“2. This Agreement expires on July 1, 2024, with the option to renew annually for up to one twelve (12) month term, unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties.”

4. All other terms and conditions of the Agreement A4648G and 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. 1 TO AGREEMENT A4648G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

**SANTA CLARA VALLEY WATER DISTRICT**  
District

By:   
John L. Varela  
Chair, Board of Directors

Date: April 25, 2023

ATTEST:

By:   
Michele L. King, CMC  
Clerk, Board of Directors

**CARPI & CLAY, INC**  
Consultant

By:   
Julie Minerva  
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Julie Minerva  
Partner

Date: 3/16/2023

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

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**AMENDMENT NO. 1 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 **\$384,000** (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.

<b>COST BREAKDOWN</b>		
<b>Task</b>	<b>Description</b>	<b>Not-to-Exceed Fixed Fees</b>
1	Project Management	
2	Federal Lobbying Services	\$16,000 flat fee per month for Tasks 1 – 2 starting July 1, 2023
<b>Total Not-to-Exceed Fixed Fees</b>		<b>\$384,000</b>

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