

**AMENDMENT NO. 3 TO AGREEMENT A4296A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND VENA SOLUTIONS USA, 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 On-Call Consulting Agreement A4296A (Agreement) dated October 8, 2019, Amendment No. 1 executed March 9, 2021, and Amendment No. 2 executed January 20, 2023 between the SANTA CLARA VALLEY WATER DISTRICT (District or Valley Water) and VENA SOLUTIONS USA, INC. (Consultant), collectively the "Parties."

RECITALS

WHEREAS, Consultant is currently providing professional on-call financial budgeting services for the District's On-Call Enhancements and Support Services for the Capital Improvement Program Development Project;

WHEREAS, the Parties desire to modify the scope of services; increase the Not-To-Exceed fee to provide funds for Consultant to perform on-call financial budgeting and support services for the Capital Improvement Program; and incorporate administrative changes.

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

1. Revised Standard On-Call Consulting Agreement, Section 12, subsection 24, Schedules and Attachments, is amended as follows:

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

2. Revised Schedule OC, Scope of Services is amended as set forth in Revised Schedule OC, Scope of Services, attached hereto and incorporated herein by this reference.
3. Revised Schedule OC, Revised, Fees and Payments is amended as set forth in Revised Schedule OC, Revised Attachment One, Fees and Payments, attached hereto and incorporated herein by this reference.
4. All other terms and conditions of the Agreement A4296A, and Amendments No. 1 and 2 not amended as stated herein, remain in full force and effect.

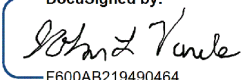
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**AMENDMENT NO. 3 TO AGREEMENT A4296A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND VENA SOLUTIONS USA, INC.**

**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO
THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 3 TO AGREEMENT A4296A
THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES**

SANTA CLARA VALLEY WATER DISTRICT

District

DocuSigned by:

By: _____
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John L. Varela
Chair, Board of Directors

Date: 05/16/2023

VENA SOLUTIONS USA, INC.

Consultant

DocuSigned by:

By: _____
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Linda Neff
Vice President, Professional Services

Date: 4/3/2023

Consultant's Address:
2 Fraser Solutions, Suite 200
Toronto, ON M6K1Y6

ATTEST:

DocuSigned by:


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Michele L. King, CMC
Clerk, Board of Directors

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**AMENDMENT NO. 3 TO AGREEMENT A4296A
REVISED SCHEDULE OC
SCOPE OF SERVICES**

1. Representatives (UNCHANGED)

- A. The District's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to the District must be addressed to the District's Project Manager (DPM).

Jennifer Martin (District Project Manager)
Program Administrator
Planning and Analysis Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3724
Email: jmartin@valleywater.org

Jessica Collins (District Unit Manager)
Business Planning and Analysis Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2200
Email: jcollins@valleywater.org

Luz Penilla (District Assistant Officer)
Office of Integrated Water Management
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2228
Email: lpenilla@valleywater.org

Darin Taylor (Chief Financial Officer)
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3126

Phone: (408) 630-3068
Email: dtaylor@valleywater.org

- B. The Consultant's Project Manager is as listed below. All District questions and correspondence pertaining to this Agreement shall be referred to the Consultant's Project Manager.

Jenny Causel
Customer Success Manager

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REVISED SCHEDULE OC
SCOPE OF SERVICES**

Vena Solutions
2 Fraser Avenue, Suite 200
Toronto, ON M6K1Y62

Phone: (519) 721-6002
Email: jcaussel@venacorp.com

- C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, subsection 18., Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Jenny Causse
Customer Success Manager
Vena Solutions
2 Fraser Avenue, Suite 200
Toronto, ON M6K1Y6

Phone: (519) 721-6002
Email: jcaussel@venacorp.com

2. Scope of Services (UNCHANGED)

The objective of this Agreement for on-call services is for Consultant to perform general and specialized programming and Vena support services on an "as-requested" or "as-needed basis", to assist the Santa Clara Valley Water District (District) in accomplishing its capital improvement program (CIP) and annual budget development and reporting in an effective and timely manner. Requests for the services of qualified software staff from the Consultant's team may come at any time and may require different levels of staff experience and expertise to perform the requested tasks. In addition to these on-call services, Vena will be assisting District staff in implementing a two-year budget cycle.

3. Project Background (UNCHANGED)

- A. The Santa Clara Valley Water District (District) is a public agency providing water supply, flood protection and stream stewardship throughout Santa Clara County. It serves approximately two million people in all 15 cities and the unincorporated areas in the county. The District also manages the groundwater basins, which is the source of nearly half of the county's water supply. Groundwater basins are replenished with local surface water and imported water conveyed through the Sacramento-San Joaquin Delta. Imported water and local surface water also supply the District's three water treatment plants. The District collaborates and coordinates with local agencies and recycled water producers on recycled water development and use.
- B. The District's CIP and Budget Office staff routinely provides support for capital projects as well as annual budget development process. The on-call services under this agreement will augment the services of District staff and provide additional Vena software programming and support services as needed.

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- C. Agreement A4020A, enacted on 9/13/2016, with Vena Solutions, USA, Inc., was for the design and implementation of a new CIP system, with improved long-term (15 year) planning and forecasting and integration with PeopleSoft Financial system and the Budget Office to improve data accuracy and reduce data redundancy.
- D. To help further this improvement process, enhancements, upgrades and improvements to data transfer, depiction and presentation, along with improvements to technical requirements, will be required on an as-needed basis. Specialized support will be required on a regular basis to help support further improvements to the District's CIP and budget development processes.

4. Assumptions and Requirements (UNCHANGED)

A. General Assumptions and Requirements

- 1) **Manage Scope of Services.** The Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet the District and Project requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in five copies, if requested. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables.** The District will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by the District, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the District review process.
- 4) **District Quality Environmental Management System.** The District maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various District work. Consultant will perform the Agreement tasks and/or sub-tasks in accordance with the QEMS framework.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the services described herein is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in section 3, Project Background.
- 6) **Document Control.** The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this project is maintained by the District.

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SCOPE OF SERVICES**

- 7) **File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by the District, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, the District will not be responsible for delays in completing Project work. Consultant may need to coordinate with District's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

B. Project-Specific Assumptions and Requirements

- 1) Services provided as part of this Agreement will be for the District's CIP and Budget Office Teams and will be provided on a task order basis.
- 2) Response time for services under Tasks 2 and 3 will be under one business day. Turn-around time for deliverables under Tasks 2 and 3 will be mutually agreed upon but no longer than 10 business days (unless otherwise stated). Turn-around times for services provided on a Task Order basis will be negotiated as part of each Task Order.
- 3) The Consultant employees assigned to District Tasks will be familiar with all current Vena elements provided to the District and qualified to address questions and changes that do not require major changes to the architectural design.
- 4) Deliverables provided based on Task Orders issued from this Agreement require due diligence on the part of the Consultant with regard to project management for each Task Order Scope of Services, functional testing, startup and implementation.
- 5) Standard upgrades and updates of Vena software currently in use by the District is assumed to be required as part of the Software as a Service (SaaS) Master Subscription Agreement, enacted 9/13/2016 and will not be covered in this Agreement. Consultant is required to inform District Project Manager if deliverable(s) specified in any Task Order are being delivered in a current or future Vena update – whether in part or in full.
- 6) Task 4 Biennial Budget listed in the Agreement as incorporated with Amendment No. 1 will allow Consultant to provide support services to the District Budget Office to implement a two-year budget cycle. These services will be provided in addition to ongoing support provided as part of this On-Call Agreement.

5. Scope of Services Tasks (REVISED)

The On-Call Scope of Services will generally include, but is not limited to the following:

**AMENDMENT NO. 3 TO AGREEMENT A4296A
REVISED SCHEDULE OC
SCOPE OF SERVICES**

Task 1 – Project Management (UNCHANGED)

The purpose of Task 1 is to require the Consultant to manage the Scope of Services such that the work is completed within the NTE fee limit and according to the schedule stated in each Task Order, while ensuring that all services and deliverables by the Consultant meet these Scope of Services requirements. The Consultant will perform all Subtasks in the outlined Tasks unless otherwise specified.

This Task includes all project management efforts required to organize Consultant's team, assign and control work, and report progress to the District in the form of monthly progress reports. The Consultant shall be available for meetings with additional parties as requested by the District on matters concerning a Task Order.

1.1 Monthly and Biweekly Progress Reports. Each monthly invoice must be accompanied by a monthly Progress Report, unless otherwise directed by the District's Project Manager. In the event there is no invoice, a Progress Report must nonetheless be sent in. Upon request, Consultant must provide a biweekly Progress Report. All Progress Reports must document the work completed, along with the execution of the tasks charged, so as to enable the District to evaluate the Consultant's progress and performance of the work. The Progress Reports shall include:

- 1.1.1 Assessment of actual versus planned progress with regard to the Project Schedule, including a description of the Tasks, and deliverables completed to date;
- 1.1.2 Upon request, Consultant will provide a biweekly progress report detailing the actual versus planned progress with regard to the Project Schedule, including a description of the Tasks and deliverables completed to date;
- 1.1.3 For each task, the percentage of Services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
- 1.1.4 The fees incurred for each task compared to dollar amount allocated to each task;
- 1.1.5 For each task, identify costs to date and forecast to complete, including staffing by task;
- 1.1.6 For Task Order-based services: A summary of performed tasks to date, an updated Task Order work plan including estimate of level of effort required to complete the Task Order, explanation of any major variances in percentage of Services to be completed compared to percentage of the Task Order NTE fees remaining, and any anticipated changes to the Task Order that may be necessary to complete the Scope of Services; and
- 1.1.7 Any changes in Consultant's key staff or subconsultants.

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Task 2 – Expert Managed Services (UNCHANGED)

The purpose of this Task is to provide the District expert feedback and support in order to assist with and optimize the District CIP and Budget processes. Support will be provided to District staff at a maximum of 12 hours per month. Services provided under this Task will include but not be limited to:

- 2.1 Problem Definition and Concept Development Report.** Consultant will perform investigations, evaluation, and recommendations for enhancement design based on District's existing infrastructure and hardware. Report will include:
 - 2.1.1 Identification of bugs and weak points in existing platform;
 - 2.1.2 Suggestions for bug fixes and patches;
 - 2.1.3 Design of new tools which will improve interface performance;
 - 2.1.4 Programming and implementation of new tools to improve speed and interface performance; and
 - 2.1.5 Recommendations for infrastructure enhancements and improvements.
- 2.2 Implementation** of identified bug fixes and patches.
- 2.3 Technical support** provided via telephone, conference call or email, as needed.
- 2.4 Improvement/optimization** of existing elements, including but not limited to reports, architectural design and templates.
- 2.5 Training** will be provided to District staff as necessary to assist with any upgrades/enhancements/improvements to Vena platform.

Task 2 – Deliverables

- 1. Problem Definition and/or Concept Development Report.
- 2. 12 hours per month of remote support (i.e., GoTo meetings, conference calls).
- 3. Monthly status reports detailing all Expert Managed Services provided to District staff.

Task 2 – Assumptions

- 1. The District will communicate clear requirements.
- 2. Unused service hours will not carry forward.
- 3. Services and deliverables will be provided in English on weekdays (excluding Canadian Holidays) during the following hours:
 - a. During CIP and Budget active phase October 1 to Dec 31 and January 1 to April 30 - 9:00am PST to 5:00 pm PST (12pm to 8pm EST)
 - b. May 1 to September 30 - 6:00 am to 2:00 pm PST (9:00 am - 5:00 pm EST, North America).
- 4. Services will be provided remotely.

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5. If onsite is required, travel costs will be additional and charged to the District.
6. The fees specified for Task 2 are based on a subscription service.
7. The District shall not be invoiced for excess fees in the event that more than twelve (12) hours are used in a single month.

Task 3 – Extended Expert/Hypercare Services (UNCHANGED)

The purpose of this Task is for the Consultant to provide additional Expert Managed Services support for eight hours per week, as necessary, during CIP and Budget active phase between October and April in order to assist with last-minute or emergency requests within a more rapid turn-around time of at least six hours.

3.1 Problem Definition and Concept Development Report. Consultant will perform investigations, evaluation, and recommendations for enhancement design based on District's existing infrastructure and hardware. Report will include:

- 3.1.1 Identification of bugs and weak points in existing platform;
- 3.1.2 Suggestions for bug fixes and patches;
- 3.1.3 Design of new tools which will improve interface performance;
- 3.1.4 Programming and implementation of new tools to improve speed and interface performance; and
- 3.1.5 Recommendations for infrastructure enhancements and improvements.

3.2 Implementation of identified bug fixes and patches.

3.3 Technical support provided via telephone, conference call or email, as needed.

3.4 Improvement/optimization of existing elements, including but not limited to reports, architectural design and templates.

3.5 Training will be provided to District staff as necessary to assist with any upgrades/enhancements/improvements to Vena platform.

Task 3 – Deliverables

1. Problem Definition and/or Concept Development Report.
2. 8 hours per week of remote support (i.e., GoTo meetings, conference calls) between the months of October and April.
3. Monthly status reports detailing all Expert Managed Services provided to District staff.

Task 3 – Assumptions

1. Upon receipt of a request for Hypercare services, provide Client with an effort estimation and proposed schedule immediately, within 6 hours.

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SCOPE OF SERVICES**

2. For items prioritized as “High”/”Urgent”, Vena will make every effort to perform the requested services as quickly as possible during the same day(s) in which they were scheduled
3. For items prioritized as “Medium”/”Low”, Vena and Client will coordinate a mutually agreeable schedule to perform the services
4. The fees specified for Task 3 are based on a subscription service.
5. Any unused hours may not be carried over into the following month(s).

Task 4 – Biennial Budget Implementation (COMPLETED)

The purpose of this Task is for the Consultant to provide and configure the solution to support the biennial budget requirement.

4.1 Solution Design

- 4.1.1 Develop mock-ups for a subset of templates/reports based on business requirements for biennial budgeting.
- 4.1.2 Develop high-level solution design document focusing on the subset of configuration defined below in “Build”.
- 4.1.3 The Consultant will provide prescribed file formats for all data sources and dimensions/hierarchies.
- 4.1.4 Conduct solution design review to gain acceptance.

4.2 Configuration and Build

- 4.2.1 Modify existing data model to support input, reporting and time aggregation for biennial budget process.
- 4.2.2 Update data model integration between CIP and Budget module to support biennial budget requirements.
- 4.2.3 Configure/update reports and templates listed in the deliverables section in Task 4 to support biennial budgeting process.
- 4.2.4 Configure additional process variable to assign Year 2 for each process.

4.3 Testing

- 4.3.1 Provide sample user acceptance scripts.
- 4.3.2 Test system in collaboration with the District power user to ensure the configured solution meets the solution design.
- 4.3.3 Provide up to 80 hours of testing support to assist in solution modifications and complete the testing phase as defined in the project plan that result from Customer-led User Acceptance Tests (“UAT”).

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REVISED SCHEDULE OC
SCOPE OF SERVICES**

4.4 Deploy

- 4.4.1 Document steps to maintain and operate the solution for the District super user.
- 4.4.2 Perform transition to the Consultant Support Team and Customer Success Management team for closeout of task.

Task 4 – Deliverables

Deliverables for this task are related to templates and reports that will be created, modified or updated for the biennial budgeting process. The templates & reports include

- 1. Capital Offset Input Template
- 2. High-level Target Input Template
- 3. Non-Expense Budget Input Template
- 4. Overhead Allocation 11 – Configuration
- 5. Overhead Allocation 71 – Configuration
- 6. Overhead Allocation 72 – Configuration
- 7. Overhead Allocation 73 – Configuration
- 8. Position Configuration
- 9. Project Configuration
- 10. Salary Savings Factor Configuration
- 11. Department Narrative Publication
- 12. Project Narrative Publication
- 13. Budget Master Recipient Allocation Report
- 14. Labor Cost Distribution Report
- 15. Project Input template
- 16. Project Manager Report
- 17. Department Input Template
- 18. Unfunded Needs Request Template
- 19. Department Report
- 20. Budget Pivot Table Report
- 21. By-Ends Report
- 22. Proforma Base Report – Chiefs Only (Macros)
- 23. Hours by Staff Report
- 24. Hours S&S Reports
- 25. Project Plan – CIP Team
- 26. Project Plan

Task 4 – Assumptions

- 1. Consultant will provide support to District during testing and deployment phases as needed.
- 2. Consultant will provide regular reports on the development and implementation of Task 4 as part of the Monthly Status Report and in line with Task 1 Project Management.
- 3. Weekly meetings between District and Consultant will be conducted to address all concerns/questions/requirements related to the development and implementation of Task four, for example, to review system requirements and testing, UAT strategy plan and timelines, etc.

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4. Vena shall provide a monthly cost breakdown based on hours performed, work classifications and services provided in the format of an invoice.
5. Work completed as part of Task 4 shall be tracked, recorded and reported each month as part of the Monthly Status Report.

Task 5 – Supplemental Services (RENUMBERED)

The purpose of this Task is to provide the District additional services not defined in Tasks 1 through 4. Additional tasks will be issued on a Task Order basis and will include, but not be limited to:

5.1 Additional Enhancements for CIP purposes. These tasks may include:

- 5.1.1 Template and Report Design Assistance and modification. During CIP development time.
- 5.1.2 Data modeling assistance.
- 5.1.3 Data Integration/SQL view related changes
- 5.1.4 Vena Server/Add-in upgrade and installation assistance.
- 5.1.5 Troubleshooting of software issues/bug fixes to Vena software to resolve, during budget development time, within the same business day.
- 5.1.6 Additional coaching/knowledge transfer or formal training from the Vena consulting team, includes unique system functionalities not commonly utilized.
- 5.1.7 Create system or template customizations as needed to meet CIP requirements.
- 5.1.8 Other support, as requested by CIP staff.

5.2 Additional Enhancements for Budget purposes. These tasks may include:

- 5.2.1 Template and Report Design Assistance and modification during Budget development time.
- 5.2.2 Data modeling assistance.
- 5.2.3 Data Integration/SQL view related changes.
- 5.2.4 Vena Server/Add-in upgrade and installation assistance.
- 5.2.5 Troubleshooting of software issues/bug fixes to Vena software to resolve, during budget development time, within the same business day.
- 5.2.6 Additional coaching/knowledge transfer or formal training from the Vena consulting team, includes unique system functionalities not commonly utilized.

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- 5.2.7 Create system or template customizations as needed to meet Budget Office requirements.
- 5.2.8 Other support, as requested by Budget Office staff.
- 5.3 Additional Enhancements.** The Vena software based on Task Order requests in order to improve user interface, multidirectional flow of data, up and download speed of project plans and depiction of data. Such requests may include, but will not be limited to, the following tasks:
 - 5.3.1 Consultant will perform investigations, evaluation, and recommendations for optimizations to user interface;
 - 5.3.2 Consultant will design, program and implement improvements to optimize existing interface applications with Vena and other software in order to:
 - 5.3.3 Improve flow of and auto-population of data from Vena to other programs used by the District (i.e., Microsoft Excel); and
 - 5.3.4 Improve flow of and auto-population of data from other programs into Vena project plans.
 - 5.3.5 Consultant will develop tools to improve the display and presentation of data on user platform, publication onto second-party applications and publication on District website, as needed;
 - 5.3.6 Consultant will create enhancements to improve functions of CIP Project Pages and implement new tools for Project Pages as needed; and
 - 5.3.7 Speed optimization: Consultant will create enhancements to improve download and upload rates for project pages.
- 5.4 IT Infrastructure Assessment.** At the District's request, the Consultant shall provide an independent assessment of the District's existing IT infrastructure and provide suggestions for improvements with regard to optimally meeting the requirements of the Vena applications in use
 - 5.4.1 Contract submittals and other documents relating to the progress, tracking, reporting, payment, and scheduling of work
 - 5.4.2 Engineering analysis of work performed or proposed by the Consultant
- 5.5 Updates.** Consultant will provide updates to software in order to improve usability and speed.

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5.6 Additional Services. Consultant shall provide additional quantities of previously identified services as requested by the District. Additional Services can include, but are not limited to:

- 5.6.1 Additional meetings
- 5.6.2 Additional status/progress reports
- 5.6.3 Additional enhancements or reports

Task 5 – Deliverables

- 1. Deliverables will be based on a case-by-case Task assignment. Specific Task Order deliverables will be listed in the specific Task Order issued to the Consultant.

Task 5 – Assumptions

- 1. The District will provide data requirements and support on data extraction (as necessary).
- 2. The District will provide written definition of requirements where deemed necessary to clearly articulate requirement.
- 3. The District will be responsible for validation and reconciliation of all data loaded into the solution to ensure accuracy and address any data quality issues.
- 4. The District will be responsible for the user testing of the configured solution.
- 5. The District shall be invoiced on a monthly basis based on actual time for work performed, payable based on the fee schedule in Attachment One.

6. ATTACHMENTS

The following listed Attachments are incorporated herein by this reference as though set forth in full:

- Attachment One to Schedule OC - Fees and Payments (REVISED)
- Attachment Two to Schedule OC - Schedule of Completion (UNCHANGED)
- Attachment Three to Schedule OC - Consultant's Key Staff and Subconsultants (REVISED)
- Attachment Four to Schedule OC - Reference Materials (UNCHANGED)

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**AMENDMENT NO. 3 TO AGREEMENT A4296A
REVISED SCHEDULE OC
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding (REVISED)

Total payment for Services performed, to the satisfaction of District, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$682,000** (Not-to-Exceed Fees or NTE). Consultant shall complete the Services for an amount within this NTE. Under no conditions will the total payment to the Consultant under this agreement exceed this NTE amount without prior written approval in the form of a written executed by the District'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 the District 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.**

2. Cost Breakdown (REVISED)

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

COST BREAKDOWN (REVISED)

Task	Description	Original Not-to-Exceed Fees	Amendment No. 1 Not-to-Exceed Fees	Amendment No. 2 Not-to-Exceed Fees	Administrative Reallocation January 3, 2023	Amendment No. 3 Not-to-Exceed Fees	Revised Total Not-to-Exceed Fees
1	Project Management	\$10,000	\$10,000	-	-	\$10,000	\$30,000
2	Expert Managed Services	\$72,000	-	-	-	\$72,000	\$144,000
3	Extended Expert/Hypercare Services	\$100,000	-	-	-	\$100,000	\$200,000
4	Biennial Budgeting Implementation (Completed)	-	\$128,000	-	(\$75,450)	-	\$52,550
5	Supplemental Services (Renumbered)	\$120,000	\$60,000	-	\$75,450	-	\$255,450
Total Not-to-Exceed Fees		\$302,000	\$198,000	\$0	\$75,450	\$182,000	\$682,000

Notes:

- Amendment No. 1 renumbered Task 4 Supplemental Services as Task 5, and added a new Task 4 Biennial Budgeting Implementation.
- Amendment No. 2 was issued for no cost.
- By letter approval from Valley Water to the Consultant dated January 3, 2023, funds were reallocated from Task 4 to Task 5 (\$75,450).

Amendment No. 3 to Agreement A4296Ac
On-Call Vena Enhancements and Support Services
Standard On-Call Consultant Agreement for GEN-ADMIN Consultant
Ver. 3/20/23

Agreement No. A4296A / CAS File No. 5027

**AMENDMENT NO. 3 TO AGREEMENT A4296A
REVISED SCHEDULE OC
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

3. Terms and Conditions (UNCHANGED)

Payments for Services performed, as defined in each Task Order, which applies to the specific Services, will be based on the following terms:

- A. The District will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel as well as materials and supplies as listed in the Hourly/Unit Rate Schedule and the Cost Breakdown table. In lieu of hourly/unit rates, a flat fee shall apply for all tasks performed under Tasks 2 and 3 for each twelve-month period following the effective date of this Agreement and the issuance of a corresponding task order. The 12-month flat fee for Task 2 shall be \$36,000, and the 12-month flat fee for Task 3 shall be \$50,000 payable at the start of the 12-month period following the issuance of a task order. The District may modify the payment rate structure for Tasks 2 and 3 in accordance with paragraph 3(B) below.
- B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties (“anniversary date”), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant’s request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the “Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)” as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.5% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District’s Deputy Operating Officer.
- C. **Reimbursable Expenses**
 - 1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting and supplies, and Subconsultant and vendor services. These other direct expenses may be billed at actual cost-plus 2.5% percent linked to each Task Order, as approved by the District’s Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with invoices submitted. The 2.5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.
 - 2) Equipment purchased on behalf of the District that costs \$50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.

**AMENDMENT NO. 3 TO AGREEMENT A4296A
REVISED SCHEDULE OC
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

3) Travel expenses are reimbursed at actual cost. Travel, including air travel, overnight accommodations, and meals, required for performance of this Agreement will be paid per diem at the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

D. Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 2.5%. Consultant shall provide invoices for all such services regardless of cost.

E. **Prevailing Wage Requirements - NOT USED**

HOURLY/UNIT RATE TABLE (REVISED)

CLASSIFICATION	HOURLY/ UNIT RATE EFFECTIVE 10/8/2019	HOURLY/ UNIT RATE EFFECTIVE 02/01/2021	HOURLY/ UNIT RATE EFFECTIVE 04/03/2023
Consultant: Vena Solutions USA, Inc.			
Software technician	\$200/hr.	\$205/hr.	\$210/hr.
Consultant	\$200/hr.	\$205/hr.	\$210/hr.
Manager	\$200/hr.	\$205/hr.	\$210/hr.
Operations Analyst	\$200/hr.	\$205/hr.	\$210/hr.
Success Advisor	\$200/hr.	\$205/hr.	\$210/hr.
Director	\$200/hr.	\$205/hr.	\$210/hr.
Expert Consultant	\$200/hr.	\$205/hr.	\$210/hr.

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**AMENDMENT NO. 3 TO AGREEMENT A4296A
REVISED SCHEDULE OC
REVISED ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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

Team Member	Classification	Project Role	Contact Information
Justin Chiu	Director	Sponsor	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 jchiu@venacorp.com 416-207-1770
Mike Liu	Manager	Advisor/Manager	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 mliu@venacorp.com 416-207-1770
Kevin Truong	Manager	Advisor/Manager	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 ktruong@venacorp.com 416-207-1770
Jenny Crawford	Manager	Advisor	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 jcrawford@venacorp.com 416-207-1770
Jenny Causse	Manager	Customer Success	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 jcausse@venacorp.com 416-207-1770
Tim Szego	Manager	Advisor	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 tszego@venacorp.com 416-207-1770
Vickie Kwan	Expert Consultant	Secondary Consultant	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 vkwan@venacorp.com 416-207-1770
Serena Toromani	Expert Consultant	Secondary Consultant	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 storomani@venacorp.com 416-207-1770
Yoni Admasse	Expert Consultant	Primary Consultant	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 yadmasse@venacorp.com 416-207-1770

2. The following Subconsultants are authorized to perform Services on the Agreement:

Firm	Project Role	Contact Information
N/A	N/A	N/A