

**AMENDMENT NO. 2 TO AGREEMENT A4375G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND KADESH & ASSOCIATES, LLC**

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 Consultant Agreement A4375G (Agreement) dated June 1, 2020, as amended by Amendment No. 1 dated June 1, 2021, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) and KADESH & ASSOCIATES, LLC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently under an Agreement to provide Washington, D.C. Representation Services – Elected Officials; and

WHEREAS, the Agreement currently expires on June 1, 2022; and

WHEREAS, the Parties desire to amend the Agreement to exercise the second one-year option to renew for twelve months and increase the Not-To-Exceed fee to provide funds to allow Consultant to continue providing professional services for Valley Water's Washington, D.C. Representation Services – Elected Officials, 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, Valley Water and Consultant hereby agree to amend the Agreement as follows:

1. The Agreement, Standard Consultant Agreement, Section Eleven, Equal Opportunity is amended to state as follows:

“1. Equal Opportunity Employer

Valley Water is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

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2. Compliance with Applicable Equal Opportunity Laws

The Consultant's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

3. Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Consultant must conduct a fair, prompt, and thorough investigation of all allegations directed to Consultant by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective action against the offender."

2. The Agreement, Standard Consultant Agreement, Section Twelve, Miscellaneous, subsection 6. Audits is amended to state as follows:

"6. Audits

Consultant agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide Valley Water and its agent(s) with any relevant information requested, in electronic and hard copy format, at Valley Water's discretion, and will permit Valley Water and its agent(s) access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees (alternatively, by phone at Valley Water's discretion) and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit, such as by a government agency, providing Valley Water with grant funds to pay for Consultant's services for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three years after final payment as provided for in this Agreement."

3. The 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)

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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)."

4. Attachment One to Schedule A-GEN, Fees and Payments, Section 1 and 2. are 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(s) will not exceed a total amount of **\$360,000** (Fixed Fees). Under no conditions will the total compensation to the Consultant exceed this fixed 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

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

COST BREAKDOWN

Task	Description	Fixed Fees
1	Project Management	\$10,000 flat fee per month for Task 1 - 2
2	Federal Lobbying Services	
Total Fixed Fees		\$360,000

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

"2. This Agreement expires **June 1, 2023** unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties."

6. All other terms and conditions of the Agreement A4375G and Amendment No. 1 not otherwise amended as stated herein, remain in full force and effect.

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 2 TO AGREEMENT A4375G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

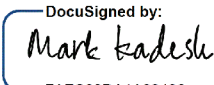
By: _____
John L. Varela
Chair Pro Tem

Date: _____

ATTEST:

Michele L. King, CMC
Clerk, Board of Directors

KADESH & ASSOCIATES, LLC
Consultant

By:  _____
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Mark Kadesh
President

Date: 4/19/2022

Consultant's Address:

230 2nd St. SE
Washington, D.C. 20003

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