

**AMENDMENT NO. 1 TO AGREEMENT A4382G  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND PMA CONSULTANTS, LLC.**

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 On-Call Consultant Agreement A4382G (Agreement) dated July 27, 2020, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) hereinafter called Valley Water and PMA CONSULTANTS, LLC., (Consultant), collectively, the Parties.

**RECITALS**

**WHEREAS**, the Consultant is currently providing professional on-call third party internal auditor services to support Valley Water; and

**WHEREAS**, the Agreement currently expires on July 27, 2022; and

**WHEREAS**, the Parties desire to increase the not-to-exceed fee to provide funds and extend the term for Consultant to continue performing on-call third party internal auditor services; to update the Standard On-Call Consultant Agreement language; and incorporate administrative changes.

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

1. The Agreement, Standard On-Call 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

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 On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, 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 to Schedule OC - Fees and Payments (REVISED)  
Revised Attachment Two to Schedule OC - Schedule of Completion (REVISED)  
Attachment Three to Schedule OC - Consultant's Key Staff and Subconsultants (UNCHANGED)  
Attachment Four to Schedule OC - Reference Materials (UNCHANGED)"

3. Revised Schedule OC - Scope of Services, Section 1.A is amended to state as follows:

**"1. REPRESENTATIVES**

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

K. Anthony Mendiola (Valley Water Project Manager)  
Program Administrator  
Continual Improvement Unit  
Financial Planning & Management Services Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

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Phone: (408) 630-2437

Email: [amendiola@valleywater.org](mailto:amendiola@valleywater.org)

Darin Taylor (Division Operating Officer)  
Chief Financial Officer  
Financial Planning & Management Services Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 630-3068

Email: [dtaylor@valleywater.org](mailto:dtaylor@valleywater.org)

4. Attachment One to Schedule OC, Fees and Payments, subsection 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 **\$400,000** (Not-to-Exceed Fees 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.”**

5. Attachment Two to Schedule OC, Schedule of Completion, subsection 2. is amended to state as follows:

“2. This Agreement expires on July 27, 2023, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.”

6. All other terms and conditions of the Agreement not otherwise amended as stated herein remain in full force and effect.

*(SIGNATURES FOLLOW ON NEXT PAGE)*

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**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO  
THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4382G  
THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

**SANTA CLARA VALLEY WATER DISTRICT**

Valley Water

By: \_\_\_\_\_

John L. Varela  
Chair Pro Tem  
Board of Directors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michele L. King, CMC  
Clerk, Board of Directors

**PMA CONSULTANTS, LLC.**

Con \_\_\_\_\_  
DocuSigned by:

By: W. Michael Brown

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W. Michael Brown  
Managing Director

Date: 5/5/2022

Consultant's Address:  
8181 Arista Place, Suite 100  
Broomfield, CO 80021

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