

**AMENDMENT NO. 1 TO AGREEMENT A4578G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND LIGHTHOUSE PUBLIC AFFAIRS**

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 A4578G (Agreement) dated December 3, 2021, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) and LIGHTHOUSE PUBLIC AFFAIRS, (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing professional state lobbying services for Valley Water's State Government Relations Project;

WHEREAS, the Agreement currently expires on December 3, 2022; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to allow the Consultant to continue providing professional state lobbying services for Valley Water's State Government Relations 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 Consultant Agreement, Section Twelve, subsection 23. Schedules and Attachments, is amended to state as follows:

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

Attachment One – Fees and Payments (REVISED)

Attachment Two – Schedule of Completion (REVISED)

Attachment Three – Consultant's Key Staff and Subconsultants (UNCHANGED)

Attachment Four – Reference Materials (UNCHANGED).”

2. 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.

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COST BREAKDOWN (REVISED)

Task	Description	Not-to-Exceed Monthly Fixed Fees
1	State Advocacy and Representation	\$15,000 flat fee per month for Task 1 - 3
2	Lobbying	
3	Interaction with Valley Water Staff	
Total Not-to-Exceed Monthly Fixed Fees		\$15,000
Total Not-to-Exceed Fixed Fees		\$360,000

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

“2. This Agreement expires **December 3, 2023** from the Effective Date with one 1-year renewal option that may be exercised at the sole discretion of Valley Water. The exercise of the option must be in the form of a written amendment signed by both Parties. Any such amendment should address any changes to the Total Authorized Funding.”

4. All other terms and conditions of the Agreement A4578G, 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 A4578G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

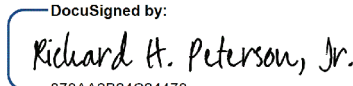
By: _____
John L. Varela
Chair Pro Tem
Board of Directors

Date: _____

ATTEST:

Michele L. King, CMC
Clerk, Board of Directors

LIGHTHOUSE PUBLIC AFFAIRS, LLC.
Consultant

By:  _____
DocuSigned by:
Richard H. Peterson, Jr.
870AA2B24C24470...
Rich Peterson
Managing Member

Date: 10/4/2022

Consultant's Address:
857 Montgomery Street
San Francisco, CA 94113

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