

**AMENDMENT NO. 2 TO AGREEMENT A4055F  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND KADESH AND 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 No. A4055F (Agreement) dated March 9, 2017, as amended by Amendment No.1 dated April 29, 2018, between SANTA CLARA VALLEY WATER DISTRICT (District) and KADESH AND ASSOCIATES LLC., (Consultant), collectively, the Parties.

**RECITALS**

**WHEREAS**, Consultant is currently providing federal lobbying services; and

**WHEREAS**, the current term date of the Agreement will expire on February 28, 2019; and

**WHEREAS**, the District now desires to exercise its second option to renew for twelve months and extend the expiration date of the Agreement to February 28, 2020; and

**WHEREAS**, the total funding amount of the Agreement during the approximate 3-year period (March 9, 2017, through February 28, 2020) shall not exceed \$338,400.

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

1. Revised Schedule A-Gen, Revised Scope of Services, Section 1A.  
**Representatives**, is modified to read in its entirety as follows:

Beckie Zisser  
Senior Management Analyst  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638  
Phone: 408-630-2713  
Email: [bzisser@valleywater.org](mailto:bzisser@valleywater.org)

Rachael Gibson, Deputy Administrative Officer  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638  
Phone: 408-630-2884  
Email: [rgibson@valleywater.org](mailto:rgibson@valleywater.org)

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2. Attachment One to Schedule A-GEN, Fees and Payments, Section 1, Total Authorized Funding Under the Agreement, is modified to read in its entirety as follows:

“Total payment for services performed, to the satisfaction of the District, as described in the Schedule(s) will not exceed a total amount of **\$338,400** (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 the District’s Board of Directors (“Board”), or Chief Executive Officer as authorized by the Board.”

3. Attachment Two to Schedule A-GEN, Schedule of Completion Section 2, is modified to read in its entirety as follows:

“This Agreement expires **February 28, 2020**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.”

4. All other terms and conditions of Agreement A4055F, Amendment No.1, not 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. 2 TO  
AGREEMENT NO. A4055F THROUGH THE SIGNATURES OF THEIR DULY  
AUTHORIZED REPRESENTATIVES.

**SANTA CLARA VALLEY WATER DISTRICT**  
"District"

By: \_\_\_\_\_  
**Norma Camacho**  
Chief Executive Officer

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

ATTEST:

**Michele King, CMC**  
Clerk/Board of Directors

**KADESH AND ASSOCIATES LLC.**  
"Consultant"

By: Mark Kadash  
**Mark Kadash**  
President

Date: 1/7/19

Firm Address:

**230 2<sup>nd</sup> Street SE**  
**Washington, DC. 20003**

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