

**AMENDMENT NO. 1 TO AGREEMENT A4265G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND CARPI & CLAY INC.**

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 A4265G (Agreement) dated June 7, 2019, between SANTA CLARA VALLEY WATER DISTRICT (District) hereinafter called (District) and CARPI & CLAY, INC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing Federal representation services for the District;

WHEREAS, the Agreement currently expires on June 30, 2020; and

WHEREAS, the Parties desire to amend the Agreement to exercise the one 1-year option term to extend its term; increase the Total Agreement Not-to-Exceed Amount to provide for additional compensation to allow Consultant to continue providing professional services for the District.

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 Consultant Agreement, Section Twelve, subsection 20. Schedules and Attachments, is amended to state as follows:

“20. 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 to Schedule A-GEN – Fees and Payments (REVISED)
Attachment Two to Schedule A-GEN – Schedule of Completion (REVISED)
Attachment Three to Schedule A-GEN – Consultant’s Key Staff and Subconsultants (UNCHANGED).”
Attachment Four to Schedule A-GEN – Reference Materials (UNCHANGED).”

2. Attachment One to Schedule A-GEN – Fees and Payments is amended as set forth in the Revised Attachment One to Revised Schedule A-GEN, Fees and Payments, attached hereto and incorporated herein by this reference.
3. Attachment Two to Schedule A-GEN – Schedule of Completion is amended as set forth in the Revised Attachment Two to Revised Schedule A-GEN, Schedule of Completion, attached hereto and incorporated herein by this reference.
4. 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)

**AMENDMENT NO. 1 TO AGREEMENT A4265G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND CARPI & CLAY INC.**

**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO
THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4265G
THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

SANTA CLARA VALLEY WATER DISTRICT
District

CARPI & CLAY, INC.
Consultant

By: _____
Nai Hsueh
Chair, Board of Directors

By: _____
Julie Minerva
Partner

Date: _____

Date: _____

Consultant's Address:

ATTEST:

601 New Jersey Avenue NW, Suite 300
Washington, DC 20001

Michele L. King, CMC
Clerk, Board of Directors

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**AMENDMENT NO. 1 TO AGREEMENT A4265G
REVISED SCHEDULE A-GEN
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding.

Total payment for Services performed, to the satisfaction of the District, as described in the Schedule(s) will not exceed a total amount of **\$230,400.00** (Fixed Fees). This fixed fee amount includes all expenses and costs related to the Consultant's performance of the Scope of Services. Under no circumstances 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 Services	\$9,400 flat fee per month for Tasks 1 and 2 through June 30, 2020; \$9,800 flat fee per month for Tasks 1 and 2 starting July 1, 2020
2	Federal Lobbying Services	
Total Fixed Fees		\$230,400.00

3. Terms and Conditions - NOT USED

Payments for Services performed, as described in this attached Schedule, which applies to the specific Services, will be based on the following terms:

A. District will pay for Services provided by Consultant according to this schedule as listed in Section 2, Cost Breakdown.

B. Prevailing Wage Requirements [NOT USED]

**AMENDMENT NO. 1 TO AGREEMENT A4265G
REVISED SCHEDULE A-GEN
REVISED ATTACHMENT TWO
SCHEDULE OF COMPLETION**

1. This Agreement commences on the effective date, subject to accomplishment of all of the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires **June 30, 2021**, with the option to renew annually for up to one twelve (12) month term, exercisable at the sole discretion of the District by giving notice to Consultant 60 days prior to expiration of the current base or option term, by a written amendment hereto, signed by both Parties.
3. District and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Duration of the Agreement
2	Federal Lobbying Services	Duration of the Agreement