



**AMENDMENT NO. 2 TO AGREEMENT A4153R
2018 SAFE, CLEAN WATER PRIORITY A GRANT PROGRAM
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND TRUST FOR CONSERVATION INNOVATION**

This Amendment No. 2 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the 2018 Safe, Clean Water Priority A Grant Program Agreement A4153R (Agreement) dated June 26, 2018 and Amendment No. 1 dated February 25, 2021, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) and TRUST FOR CONSERVATION INNOVATION, a California non-profit corporation DBA Multiplier (Grantee), collectively, the "Parties."

RECITALS

WHEREAS, the Agreement provides for Grantee to receive a grant amount of up to \$50,000 from the 2018 Safe, Clean Water Priority A Grant Program for the BEYOND LEAK DETECTION: EVALUATING WATER CONSERVATION AND LEAK NOTIFICATION BENEFITS OF "SMART HOME" DEVICES (Project); and

WHEREAS, the Grantee's ability to perform the scope as described in the Agreement has been significantly impeded by the State Emergency Services Act, the Governor's Emergency Declaration related to the COVID-19 pandemic, the Governor's Executive Order N-29-20, and Order of the County of Santa Clara Public Health Officer dated March 16, 2020; and

WHEREAS, the Grantee's ability to complete the scope prior to the Agreement expiration date has been impeded due to the need to replace some of the installed devices and delayed meter reading and reporting by some of the participating cities; and

WHEREAS, the Agreement expires on June 30, 2021, at which time, the Project cannot be successfully completed; and

WHEREAS, the Grantee requested additional time to sufficiently gather all necessary water-savings data, conduct analysis, and create the final report required to complete the scope of Project; and

WHEREAS, Grantee has invoiced and received \$36,681.37 of the total Project grant amount to date; and

WHEREAS, it is in the public's best interest and the Parties now desire to amend the Agreement to revise Grantee's Project Schedule and to extend the term of the Agreement to provide additional time required for the Grantee to complete the Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement and Amendment No. 1, Grantee and Valley Water hereby agree as follows:

1. Section 1. General Provisions, H. Agreement Term, paragraph 1., is amended to extend the expiration date of "June 30, 2021" to "June 30, 2022."

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2. Appendix B to the Agreement, PROJECT SCHEDULE AND BUDGET, is amended to revise the Project Schedule as set forth in Revised Appendix B, PROJECT SCHEDULE AND BUDGET, attached hereto and incorporated herein by this reference.
3. All other terms and conditions of Agreement A4153R and Amendment No. 1 not 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. 2 TO AGREEMENT NO. A4153R THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

TRUST FOR CONSERVATION INNOVATION

"Multiplier" (Grantee)

By:  Date: 5/30/2021
Laura Deaton
Executive Director

SANTA CLARA VALLEY WATER DISTRICT

Date: _____ By: _____
Tony Estremera
Chair, Board of Directors

ATTEST:

Michele L. King, CMC
Clerk, Board of Directors

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**REVISED APPENDIX B
Project Schedule and Budget**

WATER CONSERVATION RESEARCH PROJECT SCHEDULE & BUDGET					
Task #	Task Description	Total Estimated Cost of Task	Grant Funding Requested	Planned Start Date	Planned Completion Date
Phase I: Pre-Installation Tasks					
1	Execute Agreement with SCVWD	\$1,038	\$779	5/9/18	6/30/18
2	Select Partner Agencies with BAWSCA	\$1,779	\$1,335	7/1/18	9/30/18
3	Identify Installation Contractors	\$576	\$432	7/1/18	9/30/18
4	Identify Ideal Participant Pool	\$1,151	\$863	10/1/18	10/15/18
5	Recruit Participants	\$3,682	\$2,762	10/1/18	2/28/20
6	Identify Control Group Households	\$1,527	\$1,145	10/1/18	2/28/20
Phase II: Device Installation					
7	Purchase Devices and Oversee Installation	\$34,630	\$25,970	10/1/18	3/17/20
8	Develop Historical Baseline Metrics	\$461	\$346	11/1/18	3/17/20
Phase III: Post-Installation Tasks					
9	Monitoring and Data Collection	\$9,036	\$6,777	4/1/20	4/31/21
10	Review and Analysis of Data	\$7,345	\$5,509	4/1/20	4/31/21
11	Reporting Quarterly	\$1,381	\$1,036	7/1/18	5/15/21
12	Draft Report	\$3,025	\$2,269	4/1/21	6/31/21
13	Final Report	\$1,036	\$777	6/1/21	9/30/21
TOTAL:		\$66,667	\$50,000	5/9/18	6/30/22

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