

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS FIRST AMENDATORY AGREEMENT is made as of the execution date set forth below by and between the Three Rivers Levee Improvement Authority, a California Joint Powers Authority (THREE RIVERS LEVEE IMPROVEMENT AUTHORITY), and Capitol Public Finance Group, (CONSULTANT).

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONSULTANT entered into an agreement on April 27, 2010 to provide professional consulting services ("AGREEMENT");

WHEREAS, Article C.24 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONSULTANT desire to extend the term and budget of the Agreement;

NOW, THEREFORE, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONSULTANT agree to as follows;

- 1. APPENDIX A TO ATTACHMENT A, SCOPE OF WORK AND BUDGET.** Appendix A to Attachment A, Scope of Work, Sections 3 - Proposed Schedule and 4 - Proposed Budget and Payment shall be amended to reflect the amended Sections 3 and 4 to the Scope of Work and Budget described in Attachment A attached to this FIRST AMENDATORY AGREEMENT.
- 2. OPERATIVE PROVISION 2 OF THE AGREEMENT, TERM.** Operative Provision 2 of the agreement shall be revised to extend the termination date of the Agreement from June 30, 2010 to December 31, 2011.
- 3. ATTACHMENT B, ARTICLE B.1, BASE CONTRACT FEE.** Article B.1 shall be revised to increase the maximum not to exceed total contract fee of the Agreement from \$30,000 to \$300,000.

All other terms and conditions contained in the AGREEMENT shall remain in full force and effect.

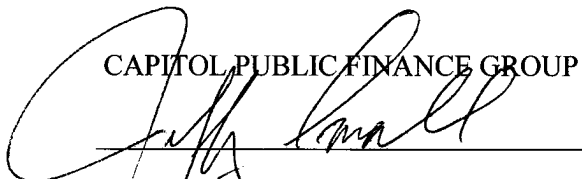
This FIRST AMENDATORY AGREEMENT is hereby executed on this 15 day of June 2010.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY



Paul G. Brunner, P.E.
Executive Director

CAPITOL PUBLIC FINANCE GROUP



Jeffrey S. Small, J.D.
Managing Director

APPROVED AS TO FORM:
ANDREA P. CLARK
THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY GENERAL COUNSEL



Attachment A to First Amendment

Scope of Work and Budget

Sections 3 and 4 are hereby modified as follows. All other terms within the Scope of Work and Budget shall remain unchanged.

3. Proposed Schedule

The performance period of this contract is from the date of execution of this contract through December 31, 2011. The term of this agreement maybe extended as needed through a contract modification mutually agreed to by the parties.

4. Proposed Budget and Payment

The work defined in the scope of this proposal will be performed on a time-and-materials basis up to a specific maximum amount.

The total budget to provide all work for the listed scope of work for the contract period is **\$300,000**. This is CONSULTANT's estimate of the amount of budget that may be required to perform the above-listed scope of work. With this type of work, a moderate level of uncertainty is inherent, and this uncertainty is reflected in this budget. Consequently, the estimated budget may be in excess of or under the funds required to perform the requested work.

CONSULTANT will charge for services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, CONSULTANT will bill only for the work completed up to the authorized budget amount. CONSULTANT's hourly billing rate is \$175 per hour.

If additional work is required or requested, CONSULTANT will request authorization for additional budget with the understanding that terms would be negotiated in good faith. It is expected that this budget may be increased on an as-needed basis through a contract amendment process.

CONSULTANT will send request for payment to TRLIA on a monthly basis after the completion of services.

Request for payment will be sent to the following address:

Three Rivers Levee Improvement Authority
915 8th Street, Suite 125
Marysville, CA 95901
Attn: Accounts Payable

Task 1 Code: 3107 / 3125 - 3271

Task 2 Code: 3006 - 3061

Proper Cost Coding of time expended will be indicated on all requests for payment.