

Third Amendment to Agreement for Consulting Services

EPS #16497

This Third Amendatory Agreement is made and entered into this 6th day of May 2008, by and between the Three Rivers Levee Improvement Authority, a California Joint Powers Authority (CLIENT), and Economic & Planning Systems, Inc., (CONSULTANT).

WHEREAS, CLIENT and CONSULTANT entered into an agreement on November 21, 2006, to provide professional consulting services (Agreement);

WHEREAS, CLIENT and CONSULTANT entered into the First Amendment to Agreement for Consulting Services on July 17, 2007, to provide professional consulting services (First Amendment to Agreement);

WHEREAS, CLIENT and CONSULTANT entered into the Second Amendment to Agreement for Consulting Services on December 3, 2007, to provide professional consulting services (Second Amendment to Agreement);

WHEREAS, CLIENT and CONSULTANT desire to further extend the budget and scope of the Agreement;

NOW, THEREFORE, CLIENT and CONSULTANT agree to as follows:

1. Exhibit A of Agreement. The Scope of Work of this Agreement shall be modified to include additional services as outlined in **Attachment 1** to this amendatory Agreement. The authorized budget of this agreement shall be revised, as further outlined in **Attachment 1**, to increase the maximum not-to-exceed amount by **\$200,000** from \$190,000 to \$390,000.

All other terms and conditions contained in the Agreement, the First Amendment to Agreement, and Second Amendment to Agreement shall remain in full force and effect.

This Amended Agreement is hereby executed on this 6th day of May 2008.

Three Rivers Levee Improvement Authority
A California Joint Powers Authority

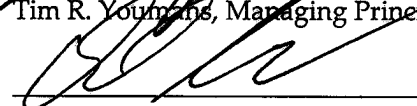


Paul Brunner, Executive Director

Economic & Planning Systems, Inc.
A California Corporation



Tim R. Youmans, Managing Principal



David Zehnder, Managing Principal

Approved as to form:



Scott Shapiro, TRLIA Counsel

Attachment 1

to

Third Amendment to Agreement for Consulting Services; EPS #16497

Exhibit A of the Agreement shall be revised and amended to read as follows. Exhibit A-Attachment 1 shall be removed.

Amended Exhibit A

Scope of Work and Budget

1. Project Understanding

Economic & Planning Systems, Inc., (EPS) has been requested to provide financial consulting services and support to the Three Rivers Levee Improvement Authority (TRLIA) for the purpose of administering a funding program for levee improvements. These services are required to assist TRLIA in meeting its current contractual obligations under several agreements to fund levee improvements. These agreements include the prior agreement between certain landowners and TRLIA entitled the "Second Agreement for Advanced Funding and Reimbursement of Costs for Levee Improvements" (Second Funding Agreement), the "Funding Agreement between the State of California Department of Water Resources and the Three Rivers Levee Improvement Authority for the Feather River Levee Improvement Project" (State Funding Agreement), and the "Agreement for Funding Between Three Rivers Levee Improvement Authority, County of Yuba, and Yuba County Water Agency" (YCWA/County Funding Agreement).

2. Scope of Work

Since the execution of the Second Amendment to this Agreement for Consulting Services, TRLIA has entered into the State Funding Agreement. The work described in Task 5 describes the work EPS will perform in furtherance of this Agreement.

The scope of work in the previous versions of this Agreement for Consulting Services primarily included technical support associated with TRLIA's contractual obligations associated with the Second Funding Agreement. These obligations have been, for the most part, extinguished as a result of the landowners' failure to fund according to the terms of that agreement and TRLIA's determination that the agreement is no longer in effect. However, because funding was raised through the agreement, TRLIA may continue to have certain responsibilities with respect to administering reimbursements associated with that funding. The Scope of Work included in Task 6 outlines work associated with this Agreement as well as continued local funding.

The revised budgets for Tasks 5 and 6 also have been provided with this Exhibit A.

Task 5: Consolidated Task—Technical Support, Administration, and Implementation

Prior versions of this Agreement for Consulting Services included the administrative Tasks 1 through 4, which provided for the administration of the Second Funding Agreement, the administration of levee impact fee and building permit authorization, bond and CFD administration. The scope of work associated with these tasks, according to the Second

Amendment for Consulting Services, was rolled into a consolidated **Task 5**. The scope of work for **Task 5** also included work associated with moving the levee impact fee program forward and securing a funding agreement with the State, as well as implementing/revising any local funding mechanisms.

The scope of work for **Task 5** is now revised to include only work associated with implementing and administering the State Funding Agreement. **Tasks 1** through **4**, as their budgets have been expended, are hereby removed.

EPS will work with Yuba County (County) and TRLIA to provide support in negotiating with the State to implement and administer a funding program for completing Phase 4 levee improvement work. This includes providing technical support on an as-needed basis for negotiating needed funding agreements to secure the local share of funding required, as well as preparing the required material associated with acquiring funds through the State Funding Agreement. The work may include these:

- Preparing a financial plan for Phase 4 Feather River levee improvements;
- Assisting with development of a project cash flow that will be used to provide the necessary data required for work plans described in the State Funding Agreement;
- Preparing supporting documentation needed to invoice the State;
- Attending meetings and required conference calls; and
- Providing, on an ad-hoc basis, technical analysis and data as needed.

Task 6: Local Funding Mechanism Administration

Task 6's scope includes work associated with generating the required local share of funding for the remainder of TRLIA's levee improvement program. This includes providing technical support associated with the unraveling of the Second Funding Agreement. In addition, EPS will provide technical support associated with the financing contemplated in the YCWA/County Funding Agreement, as well as the levee impact fee program. EPS's work may include these:

- Continued administration of the currently in place TRLIA CFDs;
- Revising the current TRLIA levee fee nexus study, as needed, for feasible implementation;
- Providing analyses and technical information associated with joint YCWA/County borrowing;
- Providing technical support to TRLIA to prepare required documentation pursuant to the YCWA/County Funding Agreement;
- Attending meetings and required conference calls; and
- Providing, on an ad-hoc basis, technical analysis and data as needed.

3. Proposed Schedule

The performance period of this contract is from the date of execution of this contract through June 30, 2009 (the remainder of Fiscal Year 2007–08 and Fiscal Year 2008–09).

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 for the remainder of Fiscal Year 2007–08 and the entirety of Fiscal Year 2008–09 until June 30, 2009. The attached **Table 1** presents the amended budget.

The total budget to provide all prior work under prior versions of this agreement as well as the listed scope of work for the amended contract period is **\$390,000**. This is EPS's estimate, based on previously completed work, 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. EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, EPS will bill only for the work completed up to the authorized budget amount. EPS's Hourly Billing Rates are periodically updated and are attached as part of this Amendment Agreement along with EPS's Standard Terms and Conditions. If additional work is required or requested, EPS 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.

The following table is a breakdown of the budget for each component of the proposed scope of work.

EPS will send request for payment to TRLIA on a monthly basis after the completion of services. EPS will request payment for services by the tasks indicated in the following table.

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 5—(3107-3271)
Task 6—(3006-3052)

Table 1
Third Amendment to Agreement for Consulting Services; EPS #16497
Revised Budget

Line Item	Prior Authorized Budget Amounts (Through FY 07-08)	Estimated Amount (Through FY 08-09) Additional	Total Amended Contract Amount
Prior Tasks 1 through 4	\$115,000	\$0	\$115,000
Task 5: Consolidated Task - Technical Support, Administration and Implementation	\$75,000	\$100,000	\$175,000
Task 6: Local Funding Mechanism Administration	\$0	\$100,000	\$100,000
Total Budgets	\$190,000	\$200,000	\$390,000