

SECOND AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND RIVER PARTNERS

THIS SECOND AMENDATORY AGREEMENT is made and entered into this 4th day of August 2009, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, (“TRLIA”) and River Partners (“CONTRACTOR”).

RECITALS:

WHEREAS, TRLIA and CONTRACTOR entered into an agreement to provide Professional Services dated August 25, 2008 (“AGREEMENT”);

WHEREAS, effective March 10, 2009, the parties entered into Amendment No. 1 to the Agreement for Professional Services;

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, TRLIA and CONTRACTOR desire to amend the AGREEMENT.

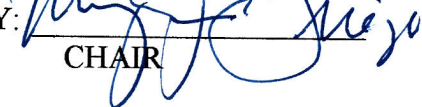
NOW, THEREFORE, TRLIA and CONTRACTOR agree as follows:

1. Second Amendment to Agreement. The Professional Services Agreement is hereby amended as follows:
 - 1.1 The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and River Partners, dated August 25, 2008) is amended to expand the scope of work as described in a new scope of work dated July 28, 2009, to address site preparation and elderberry transplant of the floodplain drainage swale.
 - 1.2 The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment B) are amended by the attached Exhibit A to include the additional amount of \$160,000 for a total contract amount of \$574,100.

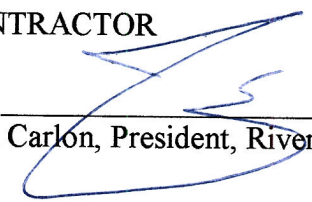
All other terms and conditions contained in the Agreement shall remain in full force and effect.

This AMENDED AGREEMENT is hereby executed on this 4th day of August 2009.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

BY: 
CHAIR

CONTRACTOR

BY: 
John Carlon, President, River Partners

ATTEST:
DONNA STOTTEMEYER
CLERK OF THE BOARD



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



Exhibit A
Scope of Additional Services
July 28, 2009

The purpose of this document is to describe scope of work and cost estimates for addressing out-of-scope items for the TRLIA/River Partners agreement dated August 25, 2008.

River Partners shall furnish all labor, materials, equipment and services to transplant identified elderberry shrubs located within the floodplain drainage swale. Individual tasks are listed below in summary fashion.

Task 1: Site Preparation

River Partners will prepare the transplant location by disking and creating basins for elderberry shrubs. TRLIA will provide River Partners with details regarding the approved transplant location and assist as necessary in access by River Partners to transplant location sites.

Task 2: Elderberry Transplant

River Partners will remove and transplant identified elderberry shrubs, estimated at 38 to 50 shrubs, as per US Fish and Wildlife Service VELB guidelines. In the event additional shrubs are found during the excavation process, a TRLIA representative will be informed and, upon approval, the additional plant will be relocated to the transplant area. River Partners shall have a qualified biologist (monitor) on site for the duration of the transplanting of elderberry shrubs to insure that no unauthorized take of valley elderberry longhorn beetle occurs as per the guidelines. A transplant report shall be prepared and submitted to TRLIA.

Transplanting elderberry shrubs from the floodplain drainage swale excludes planting of associate seedlings, maintenance and monitoring during the establishment period.

Costs: The cost will be \$3,200 per actual shrub transplant, for a total of up to \$160,000 for up to 50 shrubs.