

AMENDMENT NO. 2

AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY  
AND  
SETH WURZEL CONSULTING, INC.

THIS SECOND 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 SETH WURZEL CONSULTING, INC., (CONSULTANT).

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CAPITOL PUBLIC FINANCE GROUP, LLC (an assignor of the AGREEMENT to the 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 CAPITOL PUBLIC FINANCE GROUP, LLC entered into THE FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES on June 15, 2010 amending both the term and base contract fee of the AGREEMENT.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, CAPITOL PUBLIC FINANCE GROUP, LLC and SETH WURZEL CONSULTING, INC. entered into an ASSIGNMENT AGREEMENT assigning the AGREEMENT from CAPITOL PUBLIC FINANCE GROUP, LLC to SETH WURZEL CONSULTING, INC. on June 1, 2011.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONSULTANT desire to further 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 SECOND 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 December 31, 2011 to December 31, 2013.

Notwithstanding the term set forth above, and unless the contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow TRLIA time in which to complete a novation or renewal contract for Contractor and TRLIA approval.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor pursuant to this Agreement will be purchased by TRLIA under a new agreement following expiration or termination of this Agreement.

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 \$300,000 to \$475,000.

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

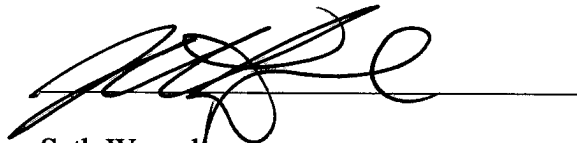
This SECOND AMENDATORY AGREEMENT is hereby executed on this 3 day of January 2012.

THREE RIVERS LEVEE  
IMPROVEMENT AUTHORITY



Paul G. Brunner, P.E.  
Executive Director

SETH WURZEL CONSULTING, INC.



Seth Wurzel  
President

APPROVED AS TO FORM:  
SCOTT SHAPIRO  
THREE RIVERS LEVEE IMPROVEMENT  
AUTHORITY GENERAL COUNSEL



---

Attachment A to Second 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, 2013. The term of this agreement may be 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 \$475,000, which includes this amendment for \$175,000. 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 8<sup>th</sup> 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.