

# ATTACHMENT 1

## FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

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Exhibit A of the Agreement shall be revised and amended to read as follows:

### 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 to further this Agreement for Consulting Services.

The scope of work in previous versions of the 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according to the terms of the Second Funding Agreement and TRLIA’s determination that the Second Funding Agreement is no longer in effect. However, because funding was raised through the Second Funding 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 for Consulting Services, 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 the Agreement for Consulting Services included the administrative **Tasks 1** through **4**, which provided for the administration of the Second Funding Agreement, the Three Rivers Levee Impact Fee, building permit authorization, and the bond and Community Facilities District. The scope of work associated with these tasks, according to the Second Amendment to the Agreement 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 the State Funding Agreement, 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. Because the budgets for **Tasks 1** through **4** have been expended, the tasks 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.
- 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 TRLIA CFDs currently in place.
- Revising the current TRLIA levee fee nexus study, as needed, for feasible implementation.
- Providing analyses and technical information associated with the 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.
- 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, 2010 (the remainder of Fiscal Year 2008–09 and Fiscal Year 2009–10).

### **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 2008–09 and the entirety of Fiscal Year 2009–10 until June 30, 2010. The attached **Table 1** presents the amended budget.

The total budget to provide all prior work under prior versions of the Agreement for Consulting Services, as well as the listed scope of work for the amended contract period, is **\$690,000**. 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 more than or less than 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.

**Table 1** shows 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 completing services. EPS will request payment for services by the tasks indicated in **Table 1**.

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 5**—(3107–3271)  
**Task 6**—(3006–3052)

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

<b>Line Item</b>	<b>Prior Authorized Budget Amounts (Through FY 08–09)</b>	<b>Estimated Amount (Through FY 09–10) Additional</b>	<b>Total Amended Contract Amount</b>
<b>Prior Tasks 1 through 4</b>	\$115,000	\$0	\$115,000
<b>Task 5:</b> Consolidated Task—Technical Support, Administration, and Implementation	\$175,000	\$200,000	\$375,000
<b>Task 6:</b> Local Funding Mechanism Administration	\$100,000	\$100,000	\$200,000
<b>Total Budgets</b>	<b>\$390,000</b>	<b>\$300,000</b>	<b>\$690,000</b>