

STANDARD AGREEMENT AMENDMENT I

ST.J. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
4600002777	1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Department of Water Resources
CONTRACTOR'S NAME
Department of the Army
2. The term of this Agreement is **February 15, 2005** through **Upon Completion of the Project**. This Agreement shall not become effective until approved by the Department of the Army Corps of Engineers.
3. The maximum amount of this Agreement after this amendment is: **\$93,692,000.00** **Ninety Three Million Six Hundred Ninety-Two Thousand Dollars and No Cents.**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - A. Amending the Project Cooperation Agreement for the South Sacramento County Streams, San Joaquin River Basin, Flood Control Project would allow for State advancement of nonfederal funds to the U.S. Army Corps of Engineers for the Project in an amount not to exceed the current estimate of the nonfederal required cash contribution for the Project, less any funds previously contributed, for the immediate use by the Corps for construction of the Project.
 - B. All other terms and conditions shall remain the same.

Signatures appear on pages 3 of 5 of the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only APPROVED NOV 15 2007 OF GENERAL SERVICES
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		 Kynia
AGENCY NAME		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		

AMENDMENT NUMBER 1
TO THE
PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE STATE OF CALIFORNIA, THE RECLAMATION BOARD
FOR CONSTRUCTION OF THE
SOUTH SACRAMENTO COUNTY STREAMS, CA,
SAN JOAQUIN RIVER BASIN, FLOOD CONTROL PROJECT

THIS AMENDMENT is entered into this 10th day of December, 2007,
by and between the DEPARTMENT OF THE ARMY (hereinafter the "Government"),
represented by the U.S. Army Engineer, Sacramento District, and the STATE OF
CALIFORNIA, represented by the President of THE RECLAMATION BOARD
(hereinafter the "Non-Federal Sponsor").

WITNESSETH, THAT:

WHEREAS, construction of the San Joaquin River Basin, South Sacramento
County Streams project in Sacramento County, California was authorized by Section
101(a)(8) of the Water Resources Development Act of 1999, Public Law 106-53.

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public
Law 99-662, as amended, specifies the cost-sharing requirements applicable to the
Project;

WHEREAS, the Government and the Non-Federal Sponsor entered into a
Project Cooperation Agreement on May 20, 2005 (hereinafter referred to as the
"Agreement") for construction of the Project;

WHEREAS, the Non-Federal Sponsor proposes to accelerate its provision of
funds to the Government in an amount not to exceed the current estimate of the Non-
Federal Sponsor's required cash contribution for the Project, less any funds previously
contributed, for the immediate use by the Government for construction of the Project;

WHEREAS, the parties agree that such acceptance shall not represent or give rise
to an obligation of the United States, including any obligation to provide reimbursement of
the funds the Non-Federal Sponsor elects to provide or any obligation to request future
funds to match the amount the Non-Federal Sponsor elects to provide, and that such
funds will be credited against the Non-Federal Sponsor's future cost share only if
additional Federal funds are appropriated.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree that the Agreement is hereby amended in the following particulars but in no others:

1. ARTICLE II – OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

Article II is amended by adding the following paragraphs at the end thereof:

“L. The Non-Federal Sponsor may offer in writing to accelerate a portion or all of its required cash contribution pursuant to Article II. D. of this Agreement during the period of construction for immediate use by the Government. This offer shall be limited to an amount that does not exceed the most current estimate of the total of the Non-Federal Sponsor’s required cash contribution pursuant to Article II. D. of this Agreement, as determined by the Government in coordination with the Non-Federal Sponsor, less any funds previously contributed by the Non-Federal Sponsor. Upon receipt of such offer or offers, the Government, subject to receiving such approvals and concurrences as customarily are required to accept such funds, may accept the funds, or such portion thereof as the Government determines to be necessary to meet the costs of construction of the Project. If the Government elects to accept such funds, it shall notify the Non-Federal Sponsor of such acceptance in a writing that sets forth any applicable terms and conditions. In the event of a conflict between this Agreement and any such writing, this Agreement shall control. Such funds shall be used by the Government for construction of the Project.

M. As Federal appropriations are made available to pay the Federal share of construction of the Project, the Government shall afford credit for funds provided during the period of construction in accordance with Article II L. of this Agreement. The Government shall credit this amount, provided during the period of construction, toward the Non-Federal Sponsor’s cash contribution required by Article II. D. of this Agreement. If after the final accounting at the end of the period of construction, it is determined that the Non-Federal Sponsor has provided funds in excess of its required cash contribution pursuant to Article II.D. of this Agreement, the Government shall proceed in accordance with Article VI.D.2. of this Agreement to determine whether a refund is applicable. However, if in the event of a final accounting due to termination pursuant to Article XIV.C. of this Agreement prior to the end of the period of construction, it is determined that the Non-Federal Sponsor has provided funds in excess of its required cash contribution pursuant to Article II.D. of this Agreement, the Government shall not reimburse the Non-Federal Sponsor for any such excess funds, except that any such excess funds which have not been obligated by the Government on the Project shall be refunded to the Non-Federal Sponsor, subject to the availability of funds.”

2. ARTICLE VI – METHOD OF PAYMENT

a. The second sentence of Article VI.A. is amended by inserting the phrase: “of the credit to be afforded in accordance with Article II.M. of this Agreement,” after “of the

non-Federal proportionate share,” and before “and of the funds the Government projects to be required from the Non-Federal Sponsor for the upcoming fiscal year.”

b. The first sentence of Article VI.B.2. is amended by inserting the phrase: “after consideration of any credit afforded pursuant to Article II.M. of this Agreement,” after “of construction,” and before “the Government.”

c. Article VI.B.3. is amended by adding at the end thereof: “; and (c) to the extent of funds accepted in accordance with Article II. L. of this Agreement, any other financial obligations for construction in excess of the non-Federal proportionate share as they are incurred during the period of construction.”

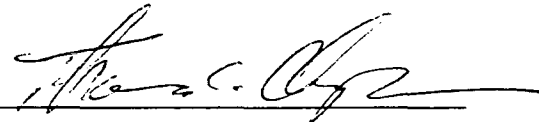
d. Article VI.B.4. is amended by adding a comma after “the Government” in the first line and inserting the phrase: “after consideration of any credit afforded pursuant to Article II. M. of this Agreement,” before “determines that additional funds will be needed from the Non-Federal Sponsor.”

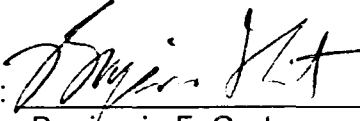
e. The first sentence of Article VI.D.2. is amended by adding the following phrase at the end thereof: “, and, if the final accounting results from termination pursuant to Article XIV.C. of this Agreement, the amount of excess contribution that was provided in accordance with Article II. L. of this Agreement and for which credit was not afforded pursuant to Article II.M. of this Agreement shall not be reimbursed.” The second sentence of Article VI.D.2. is amended by adding the parenthesis: “(not including the non-reimbursable amounts referenced in the preceding sentence)” after “refund the excess.”

IN WITNESS WHEREOF, the parties hereto have executed this amendment to the Agreement, which shall become effective upon the date it is signed by the authorized representative of the Government.

THE DEPARTMENT OF THE ARMY

THE STATE OF CALIFORNIA
Represented by the Reclamation Board

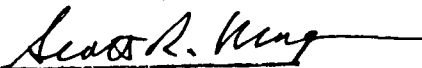
BY: 
Thomas C. Chapman, P.E.
Colonel, Corps of Engineers
District Engineer

BY: 
Benjamin F. Carter
President
The Reclamation Board

DATE: DEC 10 2007

DATE: 5/31/07

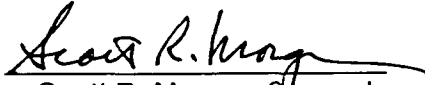
Approved as to legal form
and sufficiency:


~~Scott R. King~~
Chief Counsel, DWR
Rec'd.

CERTIFICATE OF AUTHORITY

I, Scott R. Morgan, do hereby certify that I am the principal legal officer of the Reclamation Board of the State of California, that the Reclamation Board is a legally constituted public body with full authority and legal capability to perform, on behalf of the State of California, the terms of the Agreement between the Department of the Army and the State of California, as amended by Amendment Number 1 to the Agreement, in connection with the South Sacramento County Streams, CA, San Joaquin River Basin, Flood Control Project, and to pay damages in accordance with the terms of the amended Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the State of California, acting by and through its Reclamation Board, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification on this 24th day of May 2007.


Scott R. Morgan, Counsel
The Reclamation Board

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BY: Jay S. Punia
Jay S. Punia
General Manager
The Reclamation Board

DATE: 5/30/02