

DRAFT

Contract No. B-59953-02

DRAFT July 7, 1998 (2:38PM)

SECOND AMENDMENT TO
CALFED FUNDING, ADMINISTRATION AND PROGRAM AGREEMENT

The Agreement entered into by the California Department of Water Resources (hereinafter "DWR") acting on behalf of the Water Policy Council (hereinafter "Council") and the Bureau of Reclamation (hereinafter "USBR"), the Fish and Wildlife Service (hereinafter "USFWS"), the Environmental Protection Agency (hereinafter "EPA), and the National Marine Fisheries Service (hereinafter "NMFS") of the United States of America, which federal agencies are hereinafter collectively referred to as the United States Federal Ecosystem Directorate (hereinafter "FED") and which Council and FED are hereinafter referred to as CALFED, dated May 17, 1995, as amended in an amendment approved November 4, 1997, is hereby amended as follows:

1. Paragraph 2. Term is hereby amended to extend the end date of the contract from May 17, 1999 to December 31, 2000. Paragraph 2 is, therefore, replaced as follows:

Term: This Agreement shall commence upon the date of approval by the California Department of General Services and shall expire on December 31, 2000. The parties may renew this Agreement for a term certain by mutual written agreement at the end of that period. Each party may terminate this Agreement upon thirty (30) days written notice to the other party.

DRAFT

DRAFT

2. Paragraph 3.a. Cost Sharing Principles is hereby amended to increase the amounts of the contributions provided under this Agreement for additional work efforts related to the extension of the Agreement and the revised draft environmental documents supporting the decisions of the CALFED Bay-Delta Program and public input efforts. The maximum amount payable by each of the Council and the FED is being increased by \$3,699,500 from \$22,800,000 to \$26,499,500 for a total contract amount of \$52,999,000. This increase covers the program costs for Federal Fiscal Year 1999 (October 1, 1998 through September 30, 1999). The parties intend that this Agreement will be further amended at a future date to include costs relative to the Federal Fiscal Year 2000 and 2001 budgets as those workplans and budgets are developed. Paragraph 3.a. is therefore replaced as follows:

The costs of carrying out this Agreement shall be shared equally by the parties over the term of this Agreement. The maximum payable by DWR under this Agreement shall not exceed \$26,499,500, which includes the cash valuation of in-kind services. The maximum payable by FED under this Agreement shall not exceed \$26,499,500, which includes the cash valuation of in-kind services.

3. All other terms and conditions of the Agreement shall remain the same.

DRAFT