

AMENDMENT NO. 2
TO
AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE MARIN COUNTY OPEN SPACE DISTRICT
FOR THE BOLINAS LAGOON, CALIFORNIA
ECOSYSTEM RESTORATION FEASIBILITY STUDY

THIS AMENDMENT NO. 2 is entered into this _____ day of _____, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, San Francisco District (hereinafter the "District Engineer"), and the Marin Open Space District (hereinafter the "Sponsor"), represented by its President.

WITNESSETH, THAT:

WHEREAS, the Government and the Sponsor entered into an Agreement on January 27, 1998 to perform a feasibility study of environmental restoration within the Bolinas Lagoon (hereinafter the "Study");

WHEREAS, Section 225 of the Water Resources Development Act of 2000, Public Law 106-541 (Section 225), amends Section 105(a)(1)(E) of the Water Resources Development Act of 1986, Public Law 99-662 (33 U.S.C. 2215(a)(1)(E)), to allow the Sponsor to provide their entire share of Study Costs through the provision of in-kind services; and

WHEREAS, the Government and the Sponsor desire to amend the Agreement to allow the increase in in-kind services provided by Section 225 to apply to work under this Agreement.

NOW, THEREFORE, the Government and the Sponsor desire to amend the Agreement as follows:

1. Article II.B. is hereby amended to read as follows:
In accordance with this Article and Article III.A., III.B., and III.C. of this Agreement, the Sponsor shall contribute cash and in-kind services equal to fifty (50) percent of Study Costs other than excess Study Costs. The Sponsor may, consistent with applicable law and regulations, contribute up to fifty (50) percent of Study Costs through the provision of in-kind services. The in-kind services to be provided by the Sponsor, the estimated negotiated costs for those services, and the estimated schedule under which those services are to be provided are specified in the PSP. Negotiated costs shall be subject to an audit by the Government to determine reasonableness, allocability, and allowability.
2. Notwithstanding the above, nothing in this Amendment requires the Government to refund or reimburse the Sponsor for funds previously contributed by the Sponsor to the Government for the Study.
3. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS THEREOF, the parties hereto have executed this Amendment No. 2 which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

MARIN COUNTY OPEN SPACE DISTRICT

BY: _____
PHILIP T. FEIR
Lieutenant Colonel, U.S. Army
District Engineer

BY: _____
STEVE KINSEY
President, Board of Directors

DATE: _____

DATE: _____