

AMENDMENT NO. 1  
TO THE AGREEMENT  
BETWEEN THE DEPARTMENT OF THE ARMY  
AND  
THE NORTH SLOPE BOROUGH, ALASKA  
FOR THE BARROW COASTAL STORM DAMAGE REDUCTION  
FEASIBILITY STUDY

THIS AMENDMENT NO. 1 is entered into this 27<sup>th</sup> day of July, 2004, by and between the Department of the Army (hereinafter the "Government"), represented by the District Engineer, and the North Slope Borough (hereinafter the "Sponsor"), represented by the Mayor.

WITNESSETH, THAT:

WHEREAS, the Government and the Sponsor entered into a Feasibility Study Cost Share Agreement on February 13, 2003 (hereinafter the "Agreement") for a feasibility study of the Barrow Coastal Storm Damage Reduction Project (hereinafter the "Project");

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

1. Delete the text of Article III.A. and replace with the following:

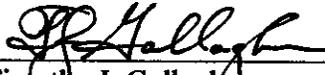
The Government shall maintain current records of contributions provided by the parties, current projections of Study Costs, current projections of each party's share of Study Costs, and current projections of the amount of Study Costs that will result in excess Study Costs. At least quarterly, the Government shall provide the Sponsor a report setting forth this information. As of the effective date of this Agreement, estimated Study Costs are \$7,668,000 and the Sponsor's share of estimated Study Costs is \$3,843,000. In order to meet the Sponsor's cash payment requirements for its share of estimated Study Costs, the Sponsor must provide a cash contribution currently estimated to be \$2,227,000. The dollar amounts set forth in this Article are based upon the Government's best estimates, which reflect the scope of the study described in the PMP, projected costs, price-level changes, and anticipated inflation. Such cost estimates are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Sponsor.

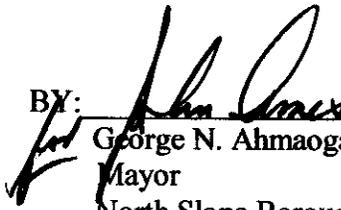
2. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

THE NON-FEDERAL SPONSOR

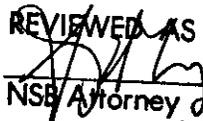
BY:   
Timothy J. Gallagher  
Colonel, Corps of Engineers  
District Engineer

BY:   
George N. Ahmaogak, Sr.  
Mayor  
North Slope Borough

DATE: 27 July 2004

DATE: 6/30/04

REVIEWED AS TO FORM

  
NSB Attorney

Date

6/28/04