CALL TO ORDER: Welcome to the Three Rivers Levee Improvement Authority (TRLIA) meeting. As a courtesy to others, please turn off cell phones or other electronic devices which might disrupt the meeting. Thank you.

I ROLL CALL – Directors Atwal, Brown, Ledbetter, Lofton, Vasquez

II PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern within the jurisdiction of TRLIA which is not on today’s agenda. The total amount of time allotted shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time, speakers are requested to fill out a “Request to Speak” card and submit it to the secretary.

III CONSENT AGENDA

A. Approve minutes of the meeting of August 20, 2019.

IV ACTION ITEMS

A. Approve Contract Amendment No. 4 in the amount of $30,000 with Harold W. Bertholf, Inc., to extend contract to December 31, 2020; and authorize Executive Director to execute upon review and approval of General Counsel.

B. Approve Agreement Amendment No. 7 in the amount of $392,000 with Larsen Wurzel & Associates, Inc., to extend contract to December 31, 2021; and authorize Executive Director to execute upon review and approval of General Counsel.

C. Authorize and approve TRLIA to be the lead implementation agency for flood prevention projects for Hallwood Community; and delegate authority to Executive Director to pursue grant funding for preliminary engineering, design, environmental surveys, and compliance of the North Training Wall (NTW) project.

V BOARD AND STAFF REPORTS

ADJOURN

The complete agenda, including backup material, is available at the Yuba County Government Center, 915 8th Street, Suite 109, the County Library at 303 Second Street, Marysville, and www.trlia.org. Any disclosable public record related to an open session item on the agenda and distributed to all or a majority of the Board of Directors less than 72 hours prior to the meeting are available for public inspection at Suite 109 during normal business hours.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made one full business day before the start of the meeting.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

AUGUST 20, 2019

MINUTES

Call to order 2:01 p.m. with a quorum being present as follows: Directors Sarbdeep Atwal, Gary Ledbetter, Doug Lofton, Rick Brown, and Andy Vasquez. Also present were Executive Director Paul Brunner, Counsel Andrea Clark, and Clerk of the Board of Supervisors Rachel Ferris. Chair Atwal presided.

I ROLL CALL – Directors Atwal, Brown, Ledbetter, Lofton, Vasquez – Director Atwal absent

II PUBLIC COMMUNICATIONS: None

III CONSENT AGENDA

A. Approve meeting minutes of July 16, 2019.

    MOTION: Move to approve
    MOVED: Rick Brown SECOND: Doug Lofton
    AYES: Rick Brown, Gary Ledbetter, Doug Lofton, Andy Vasquez
    NOES: None ABSENT: Sarbdeep Atwal ABSTAIN: None

IV ACTION ITEMS

A. Receive August 2019 annual report of Adequate Progress towards Urban Level of Flood Protection; direct a copy transmitted to the Central Valley Flood Protection Board, and make report available for public inspection as required by SB 5. MBK Engineers Ric Reinhardt recapped report and responded to inquiries.

    MOTION: Move to approve
    MOVED: Doug Lofton SECOND: Rick Brown
    AYES: Rick Brown, Gary Ledbetter, Doug Lofton, Andy Vasquez
    NOES: None ABSENT: Sarbdeep Atwal ABSTAIN: None

Director Sarbdeep Atwal joined the meeting at 2:12 p.m.

B. 1. Adopt resolution authorizing participation in the Regional Flood Management Program (RFMP) 2. Authorize Executive Director to apply for and execute a funding agreement with Department of Water Resources (DWR) and accept state funding under the RFMP. 3. Authorize Executive Director to modify and execute memorandum of understanding with RFMP partner Agencies to establish a Steering Committee comprised of Partner Agency Leadership. Executive Director Paul Brunner recapped program, and funding, and responded to Board inquiries.

    MBK Engineers Tom Trexler recapped planning and funding process; and responded to Board inquiries.
Motion: Move to adopt resolution
MOVED: Andy Vasquez SECOND: Doug Lofton
AYES: Sardeep Atwal, Rick Brown, Gary Ledbetter, Doug Lofton, Andy Vasquez
NOES/ABSENT/ABSTAIN: None

Adopted Resolution No. 2019-06

Motion: Move to authorize
MOVED: Andy Vasquez SECOND: Doug Lofton
AYES: Sardeep Atwal, Rick Brown, Gary Ledbetter, Doug Lofton, Andy Vasquez
NOES/ABSENT/ABSTAIN: None

C. Approve contract Amendment No. 1 with MBK Engineers for professional services for 2019-2021 in the amount of $1,311,000 and authorize Executive Director to execute upon review and approval of General Counsel. Executive Director Paul Brunner recapped contract through 2021, tasks 1 through 14, and responded to Board inquiries.

MOTION: Move to approve
MOVED: Andy Vasquez SECOND: Rick Brown
AYES: Sardeep Atwal, Rick Brown, Gary Ledbetter, Doug Lofton, Andy Vasquez
NOES/ABSENT/ABSTAIN: None

V BOARD AND STAFF REPORTS

Executive Director Paul Brunner:
• FEMA Certification press release
• Office space lease signed by Congressman Garamendi’s office
• Temporary cash flow issues, pending payments from state
• Bridge loan from Yuba Water Agency

VI CLOSED SESSION: The Board retired into closed session at 2:36 p.m. and returned at 4:12 p.m. with all members present as indicated above. Chair Atwal advised there was not reportable action.

1. Conference with Real Property Negotiators pursuant to Government Code §54956.8 - Negotiating Parties: TRLIA/Kelly Pope/Paul Brunner/Brenda Schimpf. Negotiation: Price and terms of payment for the following properties:
   A) APN 018-180-072 and 073/Sanders
   B) APN 018-180-074/Clift
   C) APN 018-180-070/C. Ludwick
   D) APN 018-180-079/A. Ludwick
   E) APN 018-180-066 and 078/Gallier
   F) APN 018-180-082 and 018-150-012/Wilbur
   G) APN 018-150-063/Barker
I) APN 018-180-085/Nunes
J) APN 019-170-020/Beale AFB
K) APN Unknown/Heirs and Devisees of Beery

VII  ADJOURN: 4:12 p.m.

__________________________________________  Chair

ATTEST: RACHEL FERRIS
CLERK OF THE BOARD OF SUPERVISORS
AND SECRETARY OF THE PUBLIC AUTHORITY

__________________________________________  Approved:

08/20/2019 – TRLIA
October 15, 2019

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Approve Amendment 4 to Contract with Harold W. Bertholf, Inc. for Real Estate Appraisal Services

**Recommended Action:**
Approve Amendment 4 to the Harold W. Bertholf, Inc. contract, which adds $30,000 to the current contract and extends contract to December 31, 2020; so that Bertholf, Inc. can continue to serve as aggregate and mineral appraisers for the Goldfields UFRR Project. Authorize the Executive Director to sign and execute the amendment once General Counsel has reviewed and approved.

**Background:**
TRLIA’s work within the Goldfields Area requires the services of mining real estate expertise. In October 2013, the TRLIA Board approved a contract award to Harold W. Bertholf, Inc. for real estate appraisal services for the Yuba Goldfields Flood Protection Projects Evaluation not to exceed $103,000. Harold W. Bertholf, Inc. has mining real estate expertise and is essential in evaluating the financial value of impacted aggregates and minerals for the proposed Goldfields UFRR Project. The original contract was amended on January 19, 2016 to extend the contract termination date to December 31, 2017 and amended on June 14, 2016 to increase the budget by $50,000 to a total contract amount of $153,000. On November 21, 2017 the contract was amended a fourth time to extend the contract to December 31, 2019.

**Discussion:**
Property acquisitions within the Goldfields pertaining to mining interests will extend into 2020, which is beyond the current contract end date. Harold W. Bertholf, Inc. services as aggregate and mineral appraisers will continue to be needed as TRLIA accomplishes final real estate acquisitions for the Goldfields UFRR Project. The current contract terminates on December 31, 2019. Amendment 4, attached, extends the contract termination date to December 31, 2020, and adds $30,000 to contract amount.

**Fiscal Impact:**
An additional $30,000 is added to the contract bringing the new contract amount to $183,000 from $153,000. The state cost share is 85% via the UFRR funding agreement. TRLIA has local funding to cover the 15% local cost share. This is a time and material contract.

ATTACHMENT:
1. Amendment 4
AMENDMENT NO. 4

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
REAL ESTATE APPRAISAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
HAROLD W. BERTHOLF, INC.

THIS FOURTH AMENDATORY AGREEMENT is made effective October ______, 2019, by and between Three Rivers Levee Improvement Authority (“TRLIA”) and Harold W. Bertholf, Inc. (“Contractor”), who agree as follows:

1. Recitals. This Amendment is made with reference to the following background recitals:

1.1. Effective October 30, 2014 the parties entered into an Agreement for Professional Services relating to Real Estate Appraisal Services for TRLIA’s Construction Program.

1.2. Effective January 19, 2016 the parties entered into the first Amendatory Agreement to extend the Termination Date of the contract from November 1, 2015 to December 31, 2017.

1.3. Effective June 14, 2016 the parties entered into the second Amendatory Agreement to increase the budget an additional amount of $50,000 for a total contract amount of $153,000.

1.4. Effective November 21, 2017 the parties entered into the third Amendatory Agreement to extend the contract to December 31, 2019.

1.5. Article C.24 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;

1.6. TRLIA and the CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and the CONSULTANT agree as follows.

2. Fourth Amendment to Agreement. The Professional Services Agreement is hereby amended as follows:

2.1. Operative Provision 2 of the AGREEMENT shall be revised to change the Termination Date from December 31, 2019 to December 31, 2020.

2.2. The payment, budget, and not-to-exceed amounts, Condition B.1 in Attachment B to the Agreement for Professional Services between TRLIA and Harold W. Bertholf,
Inc. are amended to include the additional amount of $30,000 for a total contract amount of $183,000.

3. **No Effect on Other Provisions.** Except for the amendment in Section 2, the remaining provisions of the Professional Services Agreement shall be unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on ______________________, 2019.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

HAROLD W. BERTHOLF, INC.

__________________________
Paul G. Brunner, P.E.
Executive Director

__________________________
Randolph B. Bertholf
Corp. Secretary/Treasurer

ATTEST:
RACHEL FERRIS
CLERK OF THE BOARD

APPROVED AS TO FORM:
ANDREA CLARK
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL

__________________________
Andrea P. Cleere
**FEE SCHEDULE***

<table>
<thead>
<tr>
<th>WORK PERFORMED</th>
<th>HOURLY PROJECT RATES</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>2019</td>
</tr>
<tr>
<td>A. Secretarial (Office Support)</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>B. Engineering Technician</td>
<td>$ 190.00</td>
</tr>
<tr>
<td>C. Appraisal, Audit, or Engineering</td>
<td>$ 280.00</td>
</tr>
<tr>
<td>D. Expert Witness (Preparation and Testimony)</td>
<td>$ 370.00</td>
</tr>
</tbody>
</table>

(Plus out-of-pocket costs, travel, materials, supplies, and other project related expenses)

**LONG TERM RETAINER/CONTRACTS/BIDS**

Services provided per retainer, long-term contract, or bid are billed at agreed to rates.

*California Locations

Effective January 1, 2019
TO: Three Rivers Levee Improvement Authority Board of Directors
FROM: Paul Brunner, Executive Director
SUBJECT: Amendment No. 7 to the Professional Services Agreement with Larsen Wurzel & Associates, Inc.

Recommended Action:
Approve a 7th amendment to the agreement providing financial consulting services to TRLIA by Larsen Wurzel & Associates, Inc. (LWA) that adds an additional $392,000 to the current agreement to provide services through December 31, 2021. LWA’s services include financial consulting services and support for the preparation of TRLIA’s annual budget, annual audit, the ongoing administration of various State Funding Agreements and support for the local funding mechanisms including the Levee Impact Fee and Mello-Roos CFD’s. The Board’s approval would authorize the Executive Director to sign and execute Amendment No. 7 once Counsel has reviewed and approved the attached form of amendment.

Background:
On May 1, 2010, entered into an Agreement for Consulting Services, (Agreement) with Capitol Public Finance Group, LLC and on June 1, 2011 this agreement was assigned to Larsen Wurzel & Associates, Inc (formerly Seth Wurzel Consulting, Inc.) The current term of the amended Agreement provided services through December 31, 2020. The contract currently provides a cumulative budget for services over the past 8.5 years of $1,145,000 and, as of services provided through August 2019, a budget of approximately $7,300 remains.

Discussion:
As an integral part of TRLIA’s team implementing and administering TRLIA’s funding programs with the Department of Water Resources and its local partners, LWA’s involvement in the TRLIA levee improvement program is necessary. In order for LWA to continue to provide services to TRLIA, the Agreement with LWA needs to be amended in order to provide sufficient budget through its term. The agreement was last amended in October 2018 to extend the budget and term through December 2019. However, the estimated level of work associated with the services at that time was less than expected and the budget estimated at that time was insufficient to provide services all the way to December 2019. The work associated with the following areas of services was more involved than previously estimated:

- Ongoing administration of the Goldfields UFRR Grant;
- Support for the Agency’s Upper Yuba Grant Administration and reporting to DWR;
- Support for the Agency’s transition of financial accounting and reporting from CDSA to the Auditor’s office;
- Support for the Agency’s Annual Financial Audit;
The Agreement is proposed to be amended to increase the contract amount by $392,000 to allow the needed financial consulting services to be available to perform the following tasks through December 31, 2021 (an additional approximately 28 months).

The primary scope of work provided through the contract includes the following:

**Task 1: Technical Support, Administration, and Implementation for State Funding Agreements**

LWA will work with TRLIA to provide support in coordinating with the State to administer the currently in place funding programs for completing Phase 4 levee improvement work. This includes providing technical support on an as-needed basis to assist in the preparation of required material associated with acquiring funds through State Funding Agreement(s). The work may include these:

- Preparing quarterly work plans and progress reports and quarterly statements of costs;
- Assisting with development of a project cash flow that will be used to provide the necessary data required for quarterly reports;
- Preparing supporting documentation needed to invoice the State;
- Reviewing invoices for confirm and apply proper cost coding;
- Coordinating with the Auditor Controller’s Office to obtain data from their in-house cost accounting management system;
- Attending meetings and required conference calls; and
- Providing, on an ad-hoc basis, technical analysis and data as needed.

**Task 2: Local Funding Mechanism Administration**

Task 2’s scope includes work associated with administering the local funding for the remainder of TRLIA’s levee improvement program. TRLIA has provided technical support to the County associated with administration of the Three Rivers Levee Impact Fee including the associated Credit & Reimbursement program with impacted developers. Finally, LWA will provide technical support associated with the currently in place TRLIA Mello-Roos Districts. LWA’s work includes:

- Continued administration of the currently in place TRLIA CFDs;
- Preparing necessary information for the regular required disclosure’s to CDIAC and the redemption of outstanding TRLIA Mello-Roos debt;
- Preparing the required review and administration of the current TRLIA levee fee nexus study;
- Providing analyses and technical information associated with 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; and
- Providing, on an ad-hoc basis, technical analysis and data as needed.
Fiscal Impact:
This is a time and material contract which means the tasks under this contract can be terminated, suspended, or minimized at any time. Agreements are in place with the State to cover a portion of this work. The remaining costs are covered with prior local fund as they reimbursed from the State.

1 Attachment:
   1. Proposed Contract Amendment & Scope of Work Amendments
AMENDMENT NO. 7

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
LARSEN WURZEL & ASSOCIATES, INC.

THIS SEVENTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES is made as of the execution date set forth below by and between the Three Rivers Levee Improvement Authority, a California Joint Powers Authority (THREE RIVERS LEVEE IMPROVEMENT AUTHORITY), and LARSEN WURZEL & ASSOCIATES, INC. formerly SETH WURZEL CONSULTING, INC. (CONSULTANT).

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CAPITOL PUBLIC FINANCE GROUP, LLC (an assignor of the AGREEMENT to the CONSULTANT) entered into an agreement on April 27, 2010 to provide professional consulting services (“AGREEMENT”);

WHEREAS, Article C.24 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CAPITOL PUBLIC FINANCE GROUP, LLC entered into THE FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES on June 15, 2010 amending both the term and base contract fee of the AGREEMENT.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, CAPITOL PUBLIC FINANCE GROUP, LLC and SETH WURZEL CONSULTING, INC. entered into an ASSIGNMENT AGREEMENT assigning the AGREEMENT from CAPITOL PUBLIC FINANCE GROUP, LLC to SETH WURZEL CONSULTING, INC. on June 1, 2011.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and SETH WURZEL CONSULTING, INC. entered into THE SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES on January 3, 2012 amending both the term and base contract fee of the AGREEMENT.

WHEREAS, on August 1, 2013 SETH WURZEL CONSULTING, INC. changed its name to LARSEN WURZEL & ASSOCIATES, INC.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and LARSEN WURZEL & ASSOCIATES, INC. entered into THE THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES on December 17, 2013 amending both the term and base contract fee of the AGREEMENT.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and LARSEN WURZEL & ASSOCIATES, INC. entered into THE FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES on December 15, 2015 amending both the term and base contract fee of the AGREEMENT.
WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and LARSEN WURZEL & ASSOCIATES, INC. entered into THE FIFTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES on October 3, 2017 amending both the term and base contract fee of the AGREEMENT.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and LARSEN WURZEL & ASSOCIATES, INC. entered into THE SIXTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES on December 18, 2018 amending both the term and base contract fee of the AGREEMENT.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONSULTANT desire to further extend the term and budget of the Agreement;

NOW, THEREFORE, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONSULTANT agree to as follows;

1. **Appendix A to Attachment A, Scope of Work and Budget.** Appendix A to Attachment A, Scope of Work, Sections 3 - Proposed Schedule and 4 – Proposed Budget and Payment shall be amended to reflect the amended Sections 3 and 4 to the Scope of Work and Budget described in Attachment A attached to this SEVENTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES.

2. **Operative Provision 2 of the Agreement, Term.** Operative Provision 2 of the Agreement shall remain unchanged. The termination date of the Agreement is December 31, 2021.

   Notwithstanding the term set forth above, and unless the contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow TRLIA time in which to complete a novation or renewal contract for Contractor and TRLIA approval.

   Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor pursuant to this Agreement will be purchased by TRLIA under a new agreement following expiration or termination of this Agreement.

3. **Attachment B, Article B.1, Base Contract Fee.** Article B.1 shall be revised to increase the maximum not to exceed total contract fee of the Agreement by $392,000 from $1,145,000 to $ 1,537,000.

   All other terms and conditions contained in the AGREEMENT shall remain in full force and effect.
This SEVENTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES is hereby executed on this _____ day of _______ 2019.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

________________________________________________________________________

Paul G. Brunner, P.E.
Executive Director

________________________________________________________________________

Seth Wurzel
President

ATTEST:
RACHEL FERRIS
CLERK OF THE BOARD

________________________________________________________________________

APPROVED AS TO FORM:
ANDREA P. CLARK
THREE RIVERS LEVEE IMPROVEMENT GENERAL COUNSEL

[Signature]
Attachment A to Seventh Amendment

Scope of Work and Budget

Sections 3 and 4 of the approved Scope of Work and Budget are hereby modified as follows. All other terms within the Scope of Work and Budget shall remain unchanged.

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.

The total budget to provide all work for the listed scope of work for the contract period is $1,537,000, which includes this amendment for $392,000. This is CONSULTANT’s estimate 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 in excess of or under the funds required to perform the requested work.

CONSULTANT will charge for services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, CONSULTANT will bill only for the work completed up to the authorized budget amount. CONSULTANT’s hourly billing rates are included within Exhibit A attached hereto and are effective January 1, 2019.

If additional work is required or requested, CONSULTANT 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.

CONSULTANT will send request for payment to TRLIA on a monthly basis after the completion of services.

Request for payment will be sent to the following address:

County of Yuba
Auditor Controller
915 8th Street, Suite 105
Marysville, CA  95901
Attn:  TRLIA
Task 1 Code: 3107 / 3125 – 3271 (FRLIP and UYRLIP EIP Work)
Task 2 Code: 3006 – 3061 (Non-EIP General Local Funding – Impact Fee)
Task 2 Code: 3006 – 3062 (Non-EIP General Local Funding – CFD Admin)
Task 4 Code: 3127-3550 (Goldfields Prop 13 Grant Work)
Task 4B Code: 3128 – 3641 (Goldfields 200-Year UFRR Work)
Task 5 Code: 3107/3125 -3279 (FRLIP and UYRLIP EIP Closeout Work)
Task 6 Code: 3140 – 3600 (200-Year Non-EIP Compliance Work)
Task 7 Code: 3006 – 3086 (Levee Fee Update)
Task 8 Code: 3146 – 3621 (FESSRO Work)

(Other tasks and code may be identified as needed to properly segregate and track costs.)

Proper Cost Coding of time expended will be indicated on all requests for payment.
# Hourly Rate Schedule

<table>
<thead>
<tr>
<th>Staff Billing Rates</th>
<th>2019*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$215</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$195</td>
</tr>
<tr>
<td>Associate Project Manager</td>
<td>$190</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$180</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$170</td>
</tr>
<tr>
<td>Associate</td>
<td>$166</td>
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<tr>
<td>Senior Analyst</td>
<td>$155</td>
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<tr>
<td>Analyst II</td>
<td>$140</td>
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<tr>
<td>Analyst I</td>
<td>$125</td>
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<tr>
<td>Project Engineer</td>
<td>$203</td>
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<tr>
<td>Associate Engineer</td>
<td>$150</td>
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<tr>
<td>Assistant Engineer</td>
<td>$140</td>
</tr>
<tr>
<td>CAD Tech/GIS Specialist</td>
<td>$130</td>
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<tr>
<td>Junior Engineer</td>
<td>$115</td>
</tr>
<tr>
<td>Engineering Intern (hourly rates)</td>
<td>$65</td>
</tr>
<tr>
<td>Project Coordinator</td>
<td>$105</td>
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<tr>
<td>Project Assistant</td>
<td>$100</td>
</tr>
<tr>
<td>Technical Editor</td>
<td>$85</td>
</tr>
<tr>
<td>Clerical Staff</td>
<td>$75</td>
</tr>
</tbody>
</table>

*Rates will increase on January 1st of each year.

Automobile mileage is billed at the IRS federal reimbursement rate.

Professional services provided by others billed through LWA are billed at cost plus a service charge of 5%.
TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director  
SUBJECT: North Training Wall project

**Recommended Action:**
Approve TRLIA to be the lead implementation agency for flood prevention projects for the Hallwood Community; and delegate authority to the Executive Director to pursue grant funding from Yuba Water Agency for preliminary engineering and design and environmental surveys and compliance of the North Training Wall (NTW) project.

**Background:**
The Yuba River North Training Wall (NTW) (Attachment 1) is a remnant of the California Debris Commission’s “1899 project”. The purpose of the training walls was to confine the Yuba River as part of a plan to manage mining debris. Flood control was not an authorized purpose of the 1899 project. The 1899 project was subsequently deauthorized, and the NTW is not maintained by any public agency.

During high water events in 2017 and 2018, the community of Hallwood experienced localized shallow flooding. This flooding was in some part a result of changes in the NTW. Following the flooding of Hallwood, Yuba Water Agency conducted an analysis to evaluate the change in width and height of the NTW over time, and to determine the potential flood risk a failure of the NTW would present to the community of Hallwood. The analysis included a review of available aerial and topographic data from 1947 to 2016. The following were the results:

- The NTW has been compromised by a reduction in both the height and width of the structure, likely due to a combination of mining activity and erosion.
- A failure of the NTW at the location of minimum freeboard will result in flooding to the community of Hallwood.
- The NTW is not certifiable as meeting FEMA requirements.

As a result of the flooding and the results of the initial analysis, Yuba County recommended immediate action (i.e., interim repair) should be taken to provide interim protection while a long-term solution is developed. Specifically, Yuba County proposed to Teichert an interim repair intended to reduce the probability that NTW would fail due to the change in geometry and that could be accomplished prior to the flood season (November 2018 – April 2019). In December 2018, Teichert began implementation of the
interim repair. The interim repair entailed widening approximately 2,000 linear feet of cobble embankment using borrow material from the upstream portions of the NTW embankment. The effort was completed in January of 2019; however, analysis of the as-built shows that the repair did not fully meet the design and additional work is required. Teichert has indicated the potential to complete these efforts in late 2019 or early 2020.

**Discussion**

Concurrent with the interim repair, and at the request of Yuba Water Agency, Wood Rodgers began development of long-term alternatives to address the flood risk to the community of Hallwood. Four alternatives were developed: 3 structural (Attachment 2), and 1 non-structural (i.e., raising of structures). Alternative 1 was the least-cost alternative and does not impact the existing mining operations or the existing residents of Hallwood; therefore, Alternative 1 appears to be the preferred alternative. Estimated at approximately $6M in construction cost, Alternative 1 includes reconstruction of the existing NTW to establish a stable cross section of 3H:1V waterside slope, 5H:1V landside slope, 5ft freeboard above the 200yr WSE, and 50ft minimum crest width.

Yuba County, at its Board of Supervisors meeting on October 8, 2019, approved its support for TRLIA taking the lead in advancing a project to provide long-term flood risk reduction to the community of Hallwood. In this role, TRLIA will initially assemble and lead a team of consultants in the preliminary engineering and design and environmental survey and compliance of the project. This effort would include consideration of how this project could work with other projects to achieve multiple benefits. Aligning project goals would provide a reduction in flood stages through increased channel capacity and reduce the flood risk to the community of Hallwood.

Additionally, because the NTW was never an authorized flood control project nor part of the SPFC, there is no public agency responsible for its OMRR&R. If a capital improvement project is undertaken in the future, an entity and funding source will need to be established to address OMRR&R. This issue will also be considered as part of the effort.

Ultimately, TRLIA would implement the proposed project.

**Next Steps:**
TRLIA will pursue a $500,000 grant from Yuba Water Agency (letter enclosed). These funds would be used by a team of consultants assembled by TRLIA, to perform preliminary engineering and design, perform environmental baselines surveys and accomplish CEQA. TRLIA’s goal is to set up the team by the end of 2019 and kick-off the project in January 2020.

In addition, the team will pursue State and Federal grant funding for design, permitting, and construction of the project.

**Fiscal Impact:**
Funding for the preliminary engineering and design and environmental survey and compliance of the NTW would be provided by Yuba Water Agency as a grant. Funding that TRLIA has received for the improvement of the RD784 system improvements would not be used for this effort. Funds
from Yuba Water Agency will be requested upon the Board’s approval for TRLIA to lead and begin the effort.

Future funding will be required to complete engineering and design, environmental compliance, and construction.

ENCLOSURES

1. NTW Figure
2. Alternatives figure from YWA/MBK Feasibility Study
3. Letter to Yuba Water Requesting funding
ATTACHMENT 1
Figure of North Training Wall
October 15, 2019

Curt Aikens, General Manager  
Yuba Water Agency  
1220 F Street  
Marysville, CA 95901-4740

Re: Yuba River North Training Wall – Three Rivers Levee Improvement Authority (TRLIA)  
Implementing Agency Funding Request

Dear Mr. Aikens:

TRLIA, at the request of the County, is proposing to implement a program to reduce the flood risk to the Community of Hallwood by strengthening the Yuba River North Training Wall and tying it into high ground upstream. TRLIA’s work builds on the alternatives evaluation of the flood risk to the Community of Hallwood from the Yuba River North Training Wall that was funded by Yuba Water Agency. Our effort will also build on the interim repair that strengthened the critical reach of the North Training Wall that the County worked to complete with Teichert. TRLIA’s existing revenue streams cannot be used for the proposed project. TRLIA is requesting funding to complete the following tasks:

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Amount</th>
<th>Timeframe</th>
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</thead>
<tbody>
<tr>
<td>Contract Subconsultants:</td>
<td></td>
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<tr>
<td>Assemble Team</td>
<td></td>
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<tr>
<td>Preliminary Engineering and Design</td>
<td></td>
<td></td>
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<tr>
<td>Environmental Surveys and Compliance (CEQA),</td>
<td>$500,000</td>
<td>2019 – 2020</td>
</tr>
<tr>
<td>Current and Future Grant Funding Opportunities</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$500,000</strong></td>
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</tbody>
</table>

Please accept this request for funding assistance to fund the effort to develop a preliminary design, begin permitting, begin developing environmental documentation, and evaluate grant funding opportunities. The request is for a not-to exceed grant in the amount of $500,000. Once TRLIA has a program cost estimate, an understanding of grant programs that are available for
this type of project and a schedule for implementation, we will follow up with Yuba Water Agency on funding needed to complete design and implementation. All funding provided will be accounted for separately, and any unused grant funds will be promptly returned upon project closeout. Please let me know if I can provide additional information on this request or if you would like to meet to discuss.

Please feel free to contact me, if you have questions or comments. My phone numbers are: 530 749-5679 (office), and 916-765-4981 (cell).

Sincerely,

Paul G. Brunner, P.E.
Executive Director