I  CALL TO ORDER

II  ROLL CALL – Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego

III  PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern provided it is within the jurisdiction of the Levee Improvement Authority and is not already on today’s agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes.

IV  CONSENT AGENDA: All matters listed under the consent agenda are considered to be routine and can be enacted by one motion.

A. Approve minutes of the regular meeting of October 21, 2008.

B. Approve lease agreement for office space with Yuba County Office of Education and authorize Chairman to execute same.

V  ACTION ITEMS

A. Approve awarding draft agreement for five year term with most qualified bidder and authorize Executive Director to negotiate final terms and execute agreement upon review and approval of Counsel.

B. Approve performance and construction bonds for onsite wetlands mitigation area in the Feather River setback for long term performance monitoring of the mitigation area and authorize Executive Director to execute bonding documents upon review and approval of Counsel.

C. Approve Amendment No. 10 to the agreement with GEI Consultants, in the amount of $536,764, for Phase 4 Feather River Levee Repair Project (FRLRP), additional explorations on Feather East Levee Segment 1 crack, permitting, design and construction management Site 2 erosion protection project and cultural resource evaluation at the foot print of the Feather Segment 1 and authorize Executive Director to execute upon review and approval of Counsel.

VI  CORRESPONDENCE

VII  BOARD AND STAFF MEMBERS’ REPORTS

VIII  ADJOURN

The complete agenda, including backup material, is available at the Yuba County Government Center, 915 8th Street, Suite 109, and the County Library at 303 Second Street, Marysville. 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 American 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

MINUTES – BOARD OF DIRECTORS

OCTOBER 21, 2008

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 2:04 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Don L. Graham, and Mary Jane Griego. Directors Jerry Crippen and Dan Logue were absent. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Clerk of the Board of Supervisors/Secretary Donna Stottlemyer. Chair Griego presided.

PUBLIC COMMUNICATIONS

No one came forward.

ACTION ITEMS

Minutes: Upon motion of Director Graham, seconded by Director Brown, and carried with Directors Crippen and Logue being absent, the Board approved the minutes of the meetings of September 9 and 16, 2008, as written.

Escrow Agreement/Teichert Construction: Upon motion of Director Brown, seconded by Director Graham, and carried with Directors Crippen and Logue being absent, the Board approved an escrow agreement with Teichert Construction and Bank of the West on Phase 4 Feather River Setback Levee Project Contract No. PH#-2007/08-02 as a substitute for retention earnings; authorized the Executive Director to execute same and to execute a future escrow agreement for PH4-2007/08-02 retention earnings for remainder of Phase 4 work to be completed next year upon review and approval of Counsel.

BOARD AND STAFF MEMBERS' REPORTS

Reports were received on the following:

Director Griego: Senior Fair on October 24, 2008 from 10 a.m. to 2:00 p.m. at Olivehurst Community Center
Executive Director Paul Brunner:

- Phase IV Levee Improvement funding as of October 1, 2008
- Feather River Repair Project Segment 1 crack and repair, Segment 3, Setback Levee, and Western Pacific Interceptor Canal
- Failure of Naumes Property lease negotiations of 230 acres
- Feather River Setback Project regarding 408 and 404 permits and Environmental Impact Statement
- Audit agreement for Fiscal Year 2007/2008
- Financial Advisor agreement for assessment district
- Sacramento Valley Flood Control Action workgroup update

CLOSED SESSION

The Board retired into closed session at 2:30 p.m. to discuss the following:

A. Pending litigation pursuant to Government Code §54956.9(a) — TRLIA vs. Satinder N. Davit et al. Yuba County Superior Court Case No. YVSC CVED 07-0000437

B. Pending litigation pursuant to Government Code §54956.9(a) — TRLIA vs. Naumes et al. Yuba County Superior Court Case No. YVSC CVED 08-000036

The Board returned from closed session at 3:09 p.m. with all Board and staff members present as indicated above.

There was no announcement from closed session.
ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority, Chair Griego adjourned the meeting at 3:09 p.m.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS
AND SECRETARY OF THE PUBLIC AUTHORITY

______________________________  Approved: ____________________
November 18, 2008

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
SUBJECT: TRLIA Office Lease Agreement Extension

**Recommended Action:**

Approve the proposed Three Rivers Levee Improvement Authority office lease extension and authorize Chairman to sign a one year lease agreement with Yuba County Office of Education.

**Discussion:**

The current lease with the Yuba County Office of Education expires on December 31, 2008. The proposed lease extension would allow Three Rivers Levee Improvement Authority office to remain at the One Stop Center for Business and Workplace Development located at 1114 Yuba Street, Marysville, CA until December 31, 2009. The lease can be extended beyond that date, if needed. The current space that is leased area has two office spaces, a file storage area and a conference room. The office will have an approximate usable square footage of 925 sq ft, and a common area square footage of approximately 814 sq ft. The common areas provide a lunch room, bathrooms, reception/waiting area as well as additional storage areas in the hallway. There is also a monthly security charge of $131.

**Fiscal Impact:**

The cost of the proposed lease extension is $1.35 per sq ft through December of 2009. If the lease needs to be extended another year then the rate will be adjusted to reflect the February 2009 Consumer Price Index Report (CPI) this will increase the monthly lease by an anticipated 1-3% ($1.36 per sq ft to $1.39 per sq ft). The estimated yearly cost is $29,744 and is within the approved budget amounts.
GROSS LEASE
BETWEEN YUBA COUNTY OFFICE OF EDUCATION
AND THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
1114 Yuba Street, Marysville, California

Recitals

Section 1. Lease
Section 2. Warranty by Landlord
Section 3. Term
Section 4. Renewal Extension Option
Section 5. Holding Over
Section 6. First Refusal
Section 7. Rent
Section 8. Service, Utilities and Supplies
Section 9. Use of Premises
Section 10. Insurance
Section 11. Insurance for Tenant’s Personal Property
Section 12. Indemnification
Section 13. Assignment and Subletting
Section 14. Other Provisions of Lease
Section 15. No Broker
Section 16. Notices
Section 17. Successors and Assigns
Section 18. Entry
Section 19. Late Charge and Interest
Section 20. Compliance with Legal Requirements; Tenant’s Obligations
Section 21. Environmental Certification
Section 22. Parking
Section 23. Attorney Fees
Section 24. Entire Agreement
Section 25. Time of Essence
Section 26. Governing Laws

Exhibit “A” Rentable Area Reference Plan Drawing
Exhibit “B” Space Allocation Sheets
Exhibit “C” Technical Support of Computers, Phone Systems, and Security Systems
Exhibit “D” C.B.W.D. Rules

**************************
This Lease ("Lease") is made between RICHARD D. TEAGARDEN, the Yuba County Superintendent of Schools, solely in his official capacity as an elected public official of Yuba County, California (Landlord), and the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

Recitals

Landlord is the authorized agent of the Yuba County Board of Education, ("Owner") the real property located in the City of Marysville, County of Yuba, State of California, described as One Stop Center for Business and Workforce Development ("Premises").

Section 1. Lease.

Landlord leases to Tenant on the terms and conditions in this Lease the following portion of the Premises:

Portions of a two-story office building located on Premises as set forth in Exhibit "A", attached hereto and by reference incorporated herein, and more specifically referred to as One Stop Center for Business and Workforce Development located at 1114 Yuba Street, Marysville, California.

Section 2. Warranty by Landlord.

Landlord warrants to Tenant that the Landlord is an authorized agent of the Owner and is empowered to enter into this Lease agreement on the Owner’s behalf.

Section 3. Term

The term of this Lease will commence on the latter of January 1, 2009, or when Tenant obtains required approval of the Three Rivers Levee Authority Board for leasing space of the subject office building to be occupied by Tenant, (Commencement Date), and ends on December 31, 2009 (Termination Date) (Term), unless terminated sooner in accordance with the provisions of this Lease. If the Term commences on a date other than the Commencement Date, Landlord and Tenant will execute a memorandum setting forth the actual date of commencement of the Term. Upon Tenant’s possession of the Premises (Possession), tenancy will continue in accordance with terms of the lease until the Termination Date of this lease.
Section 4. Renewal Extension Option.

Landlord grants to Tenant the option to negotiate a new Lease upon written notification of intent to renew the Lease to Landlord from Tenant at least ninety (90) days prior to the Termination Date of this Lease. Tenant's privilege to exercise this option is expressly conditioned upon Tenant not having previously defaulted on the terms of the Lease, not being in default at the time the option is exercised, and not being in default between the time the option is exercised and the start of the new lease term.

Section 5. Holding Over.

Any holding over after the expiration of the Term of this Lease, with the consent of Landlord, shall be construed to be a tenancy from month-to-month, cancelable upon ninety (90) days written notice, with a Monthly Rent as existing during the last year of the Term of this Lease, and upon terms and conditions as existing during the last year of the Term of this Lease, until a new Lease is negotiated. Any holding over after the expiration of the Term, without the consent of Landlord, shall be construed to be a tenancy-at-will at a Monthly Rent of two hundred percent (200%) but otherwise on the terms and conditions in this Lease.

Section 6. First Refusal.

If the Landlord elects to lease any space in the Premises other than that space presently occupied by Tenant, then Landlord shall first offer such space in writing to the Tenant and Yuba County Health and Human Service Department whom is a Co-Tenant within the lease space with the Tenant. Lease space will be offered on terms and conditions no less favorable than those offered in their original lease agreement. The election of occupancy by Co-Tenants will be on a "first come first serve" notification basis. If within ten (10) working days after receipt of such offer, either Tenant does not notify Landlord in writing that Tenant elects to lease such space, Landlord shall be relieved of any obligations to either Tenant with regard to any such offering. If Tenant elects to lease space in accordance with the terms herein, Landlord shall allow the Tenant forty-five additional days to obtain necessary approvals to consummate lease.
Section 7. Rent

Commencing on the Commencement Date, the Tenant shall pay monthly, in advance, a rent ("Monthly Rent") without notice or demand, as set forth below:

(a) The Term of the Lease commencing from the date that Landlord delivers possession of the entire Premises and ending December 31, 2009, the Monthly Rent shall be computed at one dollar and thirty cents ($1.35) per Square Foot for 1,739 square feet of rentable completed office space.

(b) The second year period of the Term of the Lease shall be computed at one dollar and thirty-five cents ($1.35) per Square Foot for 1,739 square feet of rentable completed office space adjusted for the CPI based on the official rate set as of February 2009.

The 1,739 square feet of rentable completed Tenant office space is set forth in Exhibit "A" - Rentable Area Reference Plan Drawing and Exhibit "B" - Space Allocation Sheets. The Monthly Rent includes base lease space rental for the Premises, and services, utilities, and maintenance as set forth in more detail in Section 8 of this Lease.

The Monthly Rent shall be payable on the Commencement Date and continuing thereafter on the first day of each month. Monthly Rent payment shall be delivered to the following address: 935 Fourteenth Street, Marysville, California 95901, or at another address that Landlord may from time to time designate by written notice to Tenant. If the Term begins or ends on a day other than the first or last day of a month, the rent for the partial months will be prorated on a per diem basis.

Section 8. Services, Utilities and Supplies.

Landlord, at Landlord's sole cost and expense, during the term of this lease, shall furnish the following services, utilities, and supplies to the areas leased by the Tenant:

(a) Elevator service.

(b) Maintenance of Premises in good operating condition and appearance to include, but not necessarily limited to, the following:

1) Furnishing and promptly replacing any inoperative light
bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.

2) Furnishing remedial painting as necessary to maintain the premises in a neat and clean condition.

3) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.

4) Annual testing and maintenance of all fire extinguishers in or adjacent to the leased premises.

(c) Security monitoring service with access fobs and security codes. Gross lease services do not include physical on-site security services.

(d) Janitorial services sufficient to maintain the interior in a clean well-maintained condition to the greatest practical degree possible, by more specially performing the following:

*Daily:
1) Empty and clean all trash containers, and dispose of all trash and rubbish.
2) Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls and urinals.
3) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, and toilet tissue.)
4) Clean and damp-mop reception area daily.
5) Carpet sweep all carpeted areas

* Extent of janitorial services dependent on Tenant spaces being kept in a manner whereby surfaces and areas to be cleaned can be accessed without moving and replacing personal items and equipment.

Twice Weekly:
1) Vacuum all carpets.
2) Dust the tops of all furniture, counters, cabinets, and window sills

As Needed:
1) Spot clean all walls
2) Sweep parking areas and sidewalks
3) Dust all window blinds
4) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.
5) Wash all windows, window blinds, light fixtures, walls and
painted surfaces.

6) Steam clean carpets to remove all stains and spots

The utility baseline expenses incurred by the Landlord are established at the Commencement Date. The Tenant’s Commencement Date baseline utility costs are established at an averaged monthly cost of $0.20 per square foot of rentable area leased per month. Baseline utility expense rate established covers the Tenant’s share of the Landlord’s utility costs related to electric, gas, water, sewer and garbage in providing the services and utilities, as set forth below:

(a) Sewer, trash disposal, and water service including both hot and cold water to the lavatories.
(b) Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning.

Landlord reserves the right to adjust the Monthly Rent upwards in the event of an increase in the established baseline utility costs. For purposes of this section, an increase in utilities costs means a cumulative increase in any such charges in excess of five percent (5%) aggregate over the term of the Lease. Utility increases shall be documented and solely reflect the increase in costs of utility operation of the Premises.

Landlord shall make available a telephone system for the Premises. There is an initial $500.00 one-time licensing and set-up fee for phone systems. Tenant shall utilize said telephone system and receive local area phone service at Landlord’s expense. Landlord shall make available a local area cabling network for computers from the Tenant’s space to a shared Computer Room on the Premises. Landlord shall provide technical and support services for phone system and building Security Systems in accordance with Exhibit “C”.

Section 9. Use of Premises.

The Premises will be used and occupied only for office, classroom, and education purposes in accordance with both this Agreement and the Center for Business and Workforce Development (C.B.W.D.) Rules as set forth in Exhibit “D”, and for any necessary and related use or purpose, and for no other use or purpose. Any extended use of the Premises beyond the Tenant’s normal business hours shall result in a pro rata increase in rental assessments to compensate Landlord for such extended use. Tenant’s normal business hours shall be deemed to be 7:00am to 6:30pm Monday through Friday. Tenant shall maintain the Premises in a professional manner and
appearance. This does not alter in any fashion any obligation of Landlord to maintain the Premises and the common areas of the Premises. Tenant shall not undertake any remodeling, redecoration, or alteration, including painting and wall coverings, to the Premises without first receiving Landlord's written permission.

Section 10. Insurance

For the mutual benefit of Landlord and Tenant, Tenant shall, during the term of this lease, cause to be issued and maintained public liability insurance in the sum of at least $1,000,000 for injury to or death of one person, and $3,000,000 for injury to or death of more than one person in anyone accident, insuring the Tenant against liability for injury and/or death occurring in or on the Premises or the common areas. Landlord shall be named as an additional insured and the policy shall contain cross-liability endorsements. The Tenant shall maintain all such insurance in full force and effect during the entire term of this Lease and shall pay all premiums for the insurance. Tenant shall furnish the Landlord a current copy of their public liability insurance policy to be maintained on file by the Landlord. Subsequent insurance premium renewals shall be provided the Landlord upon renewal. Such liability insurance, including the deductible, may be maintained as part of or in conjunction with any other insurance coverage carried by Tenant and may be maintained in the form of self-insurance by Tenant.

Section 11. Insurance for Tenant's Personal Property.

Tenant agrees at all times during the term of this Lease to keep, at Tenant's sole expense, all of Tenant's personal property, including trade fixtures and equipment of Tenant that may be on or in the Premises from time to time, insured against loss or damage by fire and by any peril included within fire and extended coverage insurance for an amount that will insure the ability of Tenant to fully replace the personal property, trade fixtures, and equipment or, in the alternate, Tenant shall waive any claim against Landlord for any such loss or damage.

Section 12. Indemnification

Each party to this Lease shall indemnify and hold harmless the other party from any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or
about the Premises when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by the party, its agents, servants, employees, or invitees.

Section 13. Assignment and Subletting

Tenant will not assign this Lease or further sublet all or any part of the Premises without the prior written consent of Landlord. Tenant further agrees that it shall not assign or sublet all or any part of the Premises to any party other than a public, governmental, or municipal entity.

Section 14. Other Provisions of Lease

Landlord reserves the right to terminate the Lease in the event of the partial or total damage, destruction, or condemnation of the Premises or the building or project of which the Premises are a part. The exercise of this right by Landlord will not constitute a default or breach, and the parties will be relieved of any further liability or obligation under this Lease.

Section 15. No Broker.

Landlord and Tenant each warrant that they have not dealt with any real estate broker in connection with this transaction. Landlord and Tenant each agree to indemnify, defend, and hold the other harmless against any damages incurred as a result of the breach of the warranty contained in this Section.


All notices and demands that may be required or permitted by either party to the other will be in writing. All notices and demands by the Landlord to Tenant will be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises, and to the address in this Lease below, or to any other place that Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to Landlord will be sent by United States Mail, postage prepaid, addressed to the Landlord at the address in this Lease, and to any other person or place that the Landlord may from time to time designate in a notice to the Tenant.

To Landlord: RICHARD D. TEAGARDEN
Yuba County Superintendent of Schools
935 Fourteenth Street

Page 8
Section 17. Successors and Assigns.

This Lease will be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

Section 18. Entry

Landlord reserves the right to enter the Premises on reasonable notice to Tenant to inspect the Premises or the performance by Tenant of the terms and conditions of this Lease and, during the last six months of the Term, to show the Premises to prospective Tenants. In an emergency, no notice will be required for entry.

Section 19. Late Charge and Interest.

The late payment of any Monthly Rent will cause Landlord to incur additional costs, including the cost to maintain in full force the Lease, administration and collection costs, and processing and accounting expenses. If Landlord has not received any installment of Monthly Rent within five (5) days after that amount is due, Tenant will pay five percent (5%) of the delinquent amount, which is agreed to represent a reasonable estimate of the cost incurred by Landlord. In addition, all delinquent amounts will bear interest from the date the amount was due until paid in full at a rate as established by applicable California law. In no event will the Applicable Interest Rate exceed the maximum interest rate permitted by law that may be charged under these circumstances. Landlord and Tenant recognize that the damage Landlord will suffer in the event of Tenant's failure to pay this amount is difficult to ascertain and that the late charge and interest are the best estimate of the damage that Landlord will suffer. If a late charge becomes payable for any three (3) installments of Monthly Rent within any twelve (12) month period, the Monthly Rent will automatically become payable quarterly in advance.
Section 20. Compliance with Legal Requirements; Tenant's Obligations.

(a) Compliance with Legal Requirements. At Landlord's sole cost, Landlord will promptly comply with all laws, statutes, ordinances, rules, regulations, orders, recorded covenants and restrictions, and requirements of all municipal, state, and federal authorities now or later in force, including, but not limited to all provisions of the Americans with Disabilities Act; the requirements of any board of fire underwriters or other similar body now or in the future constituted; and any direction or occupancy certificate issued by public officers (Legal Requirements), insofar as they relate to the construction, condition, use, or occupancy of the Premises.

(b) Tenant's Obligations. Tenant will comply in a timely manner with all Legal Requirements that are not Landlord's responsibility under this Section to the extent that noncompliance would adversely affect Landlord's use or occupancy of the Premises.

(c) The judgment of any court of competent jurisdiction or Landlord's admission in any action or proceeding against Landlord that Landlord has violated any Legal Requirement in the condition, use, or occupancy of the Premises will be conclusive of that fact as between Tenant and Landlord.

Section 21. Environmental Certification.

Landlord certifies to Tenant that Landlord has complied with all applicable Environmental Laws and the requirements of all applicable Agencies and that no soil or groundwater contamination has occurred on or under or originated from the Premises.

Section 22. Parking.

Landlord shall, at Landlord's sole cost and expense, provide Tenant four (4) assigned numbered parking spaces adjacent to the Building in which the Premises is located. Building parking spaces are assigned at a ratio of 1:397 square feet of rentable square footage. Forty-seven unassigned visitor parking spaces and handicap parking sufficient to comply with municipal codes shall be provided to the Building in addition to parking spaces assigned Building Tenants.
Section 23. Attorney Fees.

If either party brings an action to enforce or declare rights hereunder, the prevailing party in action shall be entitled to reasonable attorney fees fixed by the court.

Section 24. Entire Agreement.

This Lease and the C.B.W.D. Rules for the Office Building set forth all the agreements between Landlord and Tenant concerning the Premises, and there are no agreements, either oral or written, other than as set forth in this Lease.

Section 25. Time of Essence.

Time is of the essence in this Lease.


This Lease will be governed by and construed in accordance with California law. In the event of any litigation arising from this Lease, the parties agree that any such dispute shall be submitted to the jurisdiction of the courts of Yuba County, State of California.

In Witness Whereof, the parties have executed this Lease as of the date first above written.

Tenant: ___________________________ Date: __________
Chairman of the Board
Three Rivers Levee Improvement Authority

Landlord: ___________________________ Date: 10-15-08
RICHARD D. TEAGARDEN
Superintendent of Schools
Yuba County Board of Education
## LEASE EXHIBIT
### SPACE ALLOCATION

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**THREE RIVERS LEVEL IMPROVEMENT AUTHORITY**

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**Del Norte Clinics, Inc. - WIC**

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<tbody>
<tr>
<td>Mental Health Office Room</td>
<td>142</td>
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<td>38</td>
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<tr>
<td>Open Office Room 145</td>
<td>100</td>
<td>0</td>
<td>28</td>
<td></td>
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<tr>
<td>Open Office Room 141</td>
<td>100</td>
<td>0</td>
<td>33</td>
<td></td>
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<td>Classroom 157</td>
<td>312</td>
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<td>147</td>
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<tr>
<td>Reception Room 156</td>
<td>433</td>
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<td>Open Office Room 156</td>
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<td>Open Office Room 175</td>
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<td>Storage Room No. 208</td>
<td>75</td>
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<tr>
<td>Storage Room No. 267</td>
<td>88</td>
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<tr>
<td>Total Second Floor WIC Rentable SF</td>
<td>3,282</td>
<td>0</td>
<td>800</td>
<td>4,156</td>
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**Industrial Relations**

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<thead>
<tr>
<th></th>
<th>Former Youth Services</th>
<th>896</th>
<th>0</th>
<th>165</th>
<th>778</th>
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<tr>
<td>Former Youth Office (50% of YCOE)</td>
<td>100</td>
<td>0</td>
<td>22</td>
<td>134</td>
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<tr>
<td>Total Second Floor I.R. Rentable SF</td>
<td>716</td>
<td>0</td>
<td>197</td>
<td>910</td>
<td>910</td>
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<tr>
<td>Second Floor Total Rentable Sq. Ft.</td>
<td>23,962</td>
<td>4,423</td>
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</tbody>
</table>

**TOTAL RENTABLE SQUARE FEET**

|                           | 23,962 | 4,423 |
EXHIBIT “C”
Gross Lease Between Yuba County Office of Education & Three Rivers Levee Improvement Authority
Technical Support of Computers, Phone Systems and Security Systems

Landlord provides technical support to Tenant within the One Stop Premises. Landlord’s technician coordinates and supports Tenant on computer network cabling, security monitoring systems, and phone systems issues as listed below:

Technical Support of Computers, Phone Systems and Security Systems Services-
1. Inclusions:
   a. Except as otherwise stated, partner under this lease agreement is entitled to, and Landlord’s Technology Services Department will provide, repairs as listed below to maintain program and restore items to working condition if necessary:
   b. Phone system to include:
      i. Internal phone programming
      ii. Installation and replacement of phones
      iii. Internal voice mail programming
      iv. Phone system maintenance and software updates
      v. Voice mail maintenance and software updates
      vi. Call accounting system maintenance and software updates
      vii. PRI trunk lines
      viii. DID numbers
      ix. Communication and coordination with telephone vendors
   c. Security Alarm:
      i. Programming of burglar alarm staff codes
      ii. Programming of security fobs for staff; issuance of fobs
      iii. Alarm – security system maintenance and software updates
   d. Infrastructure:
      i. Data/voice infrastructure cabling and patch panels
      ii. Data/voice drops
      iii. Data Room maintenance and security

2. Exclusions:
   a. The following are excluded from prepaid gross lease services and if provided by Landlord’s Technology Department, shall be deemed a billable service:
      i. Repair work caused by Tenant’s misuse of equipment
      ii. Operating supplies and accessories
      iii. Damages not caused by Landlord’s Technology Services Department, including, without limitation, damage caused by accident, transport, neglect or abuse, environmental conditions, or failure or fluctuation of electrical power, use of equipment in a manner for which it was not intended or designed, and failure to follow manufacturer’s recommendation for use.
      iv. Repairs or maintenance necessitated by attempted repairs not made by the Landlord’s Technology Services Department personnel, and
      v. Third parties components and external adapters
EXHIBIT "D"
C.B.W.D. Rules
Lease Between Yuba County Office of Education and
Three Rivers Levee Improvement Authority Document Attachment

1. The sidewalks, halls, passages, exits, entrances, shopping malls, elevators, escalators, and stairways of the Buildings shall not be obstructed by any of the tenants or used for any purpose other than for ingress to and egress from their respective Premises. The halls, passages, exits, entrances, shopping malls, elevators, escalators, and stairways are not for the general public, and Landlord shall in all cases retain the right to control and prevent access to them by all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation, and interests of the Buildings and its tenants. However, nothing here shall be construed to prevent access to persons with whom any tenant normally deals in the ordinary course of business, unless these persons are engaged in illegal activities.

2. A sign, placard, picture, name, advertisement, or notice visible from the exterior of any tenant's Premises shall not be inscribed, painted, affixed, or otherwise displayed by any tenant on any part of the Building without the prior written consent of Tenant. Tenant will adopt and furnish to subtenants general guidelines relating to signs inside the Building on the office floors. Each tenant shall conform to these guidelines, but may request approval of Landlord for modifications, which will not be unreasonably withheld. All approved signs or lettering on doors shall be printed, painted, affixed, or inscribed at the expense of the tenant by a person approved by Landlord, which will not be unreasonably withheld. Material visible from outside the Building will not be permitted.

3. The Premises of each tenant shall not be used for the storage of merchandise held for sale to the general public or for lodging. No cooking shall be done or permitted by any tenant on the Premises, except that (a) each tenant may establish and operate a lunchroom facility for use by tenant's employees, and (b) each tenant may use and install food and beverage vending machines and Underwriters' Laboratory approved, microwave ovens and equipment for brewing coffee, tea, hot chocolate, and similar beverages, provided that adequate provisions are made for venting and control of odors and all facilities and equipment are in accordance with all applicable-federal, state, and city laws, codes, ordinances, rules, and regulations.

4. No tenant shall employ any person other than Landlord's janitorial service for cleaning the Premises, unless otherwise approved by Landlord. No person other than those approved by Landlord shall be permitted to enter the Building to clean it. No tenant shall cause any unnecessary labor because of carelessness or indifference in the preservation of good order and cleanliness. Janitor service will not be furnished on nights when rooms are occupied after 8:00 p.m., unless, by prior arrangement with Landlord, service is extended to a later hour for specifically designated rooms.

5. Landlord will furnish each tenant, free of charge, two keys to each door lock in the Premises. Landlord may make a reasonable charge for any additional keys. No tenant shall have any keys made.
No tenant shall alter any lock or install a new or additional lock or any bolt on any door of the premises without the prior consent of Landlord. The tenant shall in each case furnish Landlord with a key for any lock. Each tenant, upon the termination of the tenancy, shall deliver to Landlord all keys to doors in the Building that have been furnished to the tenant.

6. The freight elevator shall be available for use by all tenants in the Building, subject to reasonable scheduling as Landlord deems appropriate. The persons employed to move equipment in or out of the Building must be acceptable to Landlord. Landlord shall have the right to prescribe the weight, size, and position of all equipment, materials, furniture, or other property brought into the Building. Heavy objects shall, if considered necessary by Landlord, stand on wood strips of a thickness necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any property from any cause, and all damage done to the Building by moving or maintaining property shall be repaired at the expense of the tenant.

7. No tenant shall use or keep in the Premises or the Building any kerosene, gasoline, or inflammable or combustible fluid or material other than limited quantities reasonably necessary for the operation or maintenance of office equipment, and may not, without Landlord’s prior approval, use any method of heating or air conditioning other than that supplied by Landlord. No tenant shall use or keep any foul, noxious, or hazardous gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building because of noise, odors, or vibrations, or interfere in any way with other tenants or those having business in the Building. No pets shall be kept in the Premises.

8. Landlord shall have the right, exercisable without notice and without liability to any Tenant, to change the name and street address of the Building.

9. Landlord reserves the right to exclude from the Building between the hours of 10:00 p.m. and 7:00 a.m., and at all hours on Saturdays, Sundays, and legal holidays, any person who does not present a proper access card or other identification as a tenant or an employee of a tenant, or who does not otherwise present proper authorization by a tenant for access to the premises. Each tenant shall be responsible for all persons for whom it authorizes access and shall be liable to Landlord for all acts of these persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement, or other circumstances rendering an action advisable in Landlord’s opinion, Landlord reserves the right to prevent access to the Building during the continuance of the circumstance by any action Landlord deems appropriate.

10. A directory of the Building will be provided to display the name and location of tenants, their subtenants, and a reasonable number of the principal officers and employees of tenants, and Landlord reserves the right to exclude any other names. Any additional name that a tenant desires to have added to the directory shall be subject to Landlord’s approval and may be subject to a
11. No curtains, draperies, blinds, shutters, shades, screens, or other coverings, hangings, or decorations shall be attached to, hung, or placed in, or used in connection with any exterior window in the Building without the prior consent of Landlord. If consented to by Landlord, these items shall be installed on the office side of the standard window covering and shall in no way be visible from the exterior of the Building.

12. Messenger services and suppliers of bottled water, food, beverages, and other products or services shall be subject to reasonable regulations as may be adopted by Landlord. Landlord may establish a central receiving station in the Building for delivery and pick up by all messenger services, and may limit delivery and pick up at tenant Premises to Building personnel.

13. Each tenant shall see that the doors of the premises are closed and locked and that all water faucets or apparatus, cooking facilities, and office equipment, excluding office equipment required to be operative at all times, are shut off before the tenant or employees leave the Premises at night, so as to prevent waste or damage. For any default or carelessness in this regard the tenant shall be responsible for any damage sustained by other tenants or occupants of the Building or Landlord. On multiple tenancy floors, tenants shall keep the doors to the Building corridors closed at all times except for ingress and egress.

14. The toilets, urinals, wash bowls, and other restroom facilities shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind shall be thrown in them, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, have caused it.

15. Except with the prior consent of Landlord, no tenant shall sell, or permit the sale at retail, of newspapers, magazines, periodicals, theater tickets, or any other goods or merchandise to the general public in the Premises, nor shall any tenant carry on, permit, or allow any employee or other person to carry on the business of stenography, typewriting, or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Premises of any tenant be used for manufacturing of any kind, or any business or activity other than that specifically provided for in the tenant's lease.

16. No tenant shall install any antenna, loudspeaker, or other device on the roof or exterior walls of the Building, without the prior written consent of the Tenant, a copy of which shall be provided to Landlord.

17. No motorcycles or motor scooters shall be parked or stored anywhere in the Building other than the designated parking area of the Premises and no bicycles may be parked or stored anywhere in the Premises, other than in facilities provided in the Common Area of the Building. Parking facilities shall be under the supervision and control of the Premises Facility Manager, subject to his reasonable supervision and control.

18. Hand trucks or other material handling equipment, except
those equipped with rubber tires and side guards, may not be used in any portion of the Building unless approved by Landlord.

19. Each tenant shall store refuse within that tenant's premises. No material of a nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of refuse in the city of Marysville without being in violation of any law or ordinance governing this disposal shall be placed in the refuse boxes or receptacles. All refuse disposals shall be made only through entryways and elevators provided for these purposes and at the times Landlord shall designate. The Premises shall not be used for storage without the prior written approval of the Premises Facility Manager, said approval shall not be unreasonably withheld.

20. Canvassing, peddling, soliciting, and handbills or any other written materials in the prohibited and each tenant shall cooperate to prevent occurrence.

21. The requirements of the tenants will be attended to only on application by telephone or in person at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

22. Landlord may waive anyone or more of these Rules and Regulations for the benefit of any particular tenant, so long as Tenant's use of the Premises is not adversely affected by the waiver, and no waiver by Landlord shall be construed as a waiver of the Rules in favor of any other tenant, nor prevent Landlord from later enforcing any of the Rules against any of the tenants of the Building.

23. These Rules are in addition to, and shall not be construed to modify or amend, in whole or in part, the terms, covenants, agreements, and conditions of any lease of Premises in the Building.

24. To the extent permitted by law, Tenant shall prohibit the smoking of cigarettes, cigars, pipes and any other tobacco products within the Buildings and on the Premises.

The undersigned have read, understand, agree to, and have received a copy of the C.B.W.D. Rules.

Tenant Authorized Signatory: ________________________________

Dated: ___________________
November 18, 2008

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Bob Morrison, Real Estate Manager

SUBJECT: Agricultural Lease - Award of Five-Year Agricultural Lease of 168 acres
(Naumes Property)

Staff Recommendation: Approve award of five-year lease agreement with most qualified bidder and delegate authority to Executive Director to negotiate final terms and execute lease agreement once General Counsel has approved.

Background: As part of the Feather River Setback Levee project and on behalf of the State Department of Water Resources, TRLIA gained possession of approximately 822 acres from the Naumes Corporation (Naumes) along Feather River Boulevard in fee ownership on October 2, 2008. A portion of this property (approximately 168 acres) is located on the water side of the existing Feather River levee. The property was planted in pear orchard which suffered severe flood damage leaving approximately 47 acres of pear trees. Naumes stated that they are not interested in the leaseback of this property. Naumes has also expressed their concern that if the orchards acquired by TRLIA are not maintained that disease and pests could become established which could spread to their remaining orchards.

Staff has been approached by various individuals interested in farming the 47 acres of pears in return for maintaining the entire 168 acres. In addition, TRLIA proposes to negotiate a 5% rent on the gross profit from the pear orchard.

Discussion: The purpose of this lease is to provide interim management of this property until such time as it can be transferred to DWR. There are several limitations in leasing this particular property. First, the property is located within the floodway which presents additional challenges to farming due to frequent flooding, once every three years with major flood events every ten years. Second, only 47 acres of pear orchard remain on the 168-acre property and the lease requires that the entire property be maintained. Third, the pear market is in decline.

TRLIA plans to release a Request for Proposal in late November, and negotiate with the most qualified bidder in early December. Staff’s goal is to have a farmer on the property as soon as possible to manage any potential blight issues, and maintain the property during / after high flood events.
Fiscal Impact: The proposed lease is a benefit to TRLIA. If this property is not leased, TRLIA would have to pay for the removal of the trees and would still be left with the responsibility to manage the property. Additionally, there is potential for revenue to help defray the costs for property management.
AGRICULTURAL LEASE

1. Parties. This Lease (hereinafter, "Lease"), dated for reference purposes only, is made by and between THREE RIVES LEVEE IMPROVEMENT AUTHORITY, a joint powers agency of the State of California ("Landlord") and Tenant.

2. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the term, and upon all of the conditions set forth herein, that certain real property located in the County of Yuba (the "County"), State of California (the "State"), consisting of acres, more or less, of Assessor’s Parcel Number and more particularly described on Exhibit A (the "Premises"). The Premises includes any and all improvements thereon, including orchard trees, wells, pumps, and irrigation systems as described on Exhibit B.

3. Term. The term of this Lease shall be five years, commencing upon the execution of this Lease and terminating at the end of the 2013 crop year, which shall be deemed to be December 31, 2013. The term shall be extended each January 1, unless prior to the end of any one-year term, 30 days’ written notice is given by either party to terminate this Lease. Notwithstanding the foregoing, Landlord may terminate this Lease at any time on 60 days notice if Landlord finds it necessary to do so in meeting Landlord’s needs, including any federal or state requirements.

4. Rent.

4.1. Rent. Tenant shall pay to Landlord an annual rent for the Premises in the amount of $ per acre per annum in arrears, on December 1st of each year. Rent shall be payable at the Landlord’s address stated below or to such other persons or at such other places as Landlord may designate in writing. The acreage under this Lease shall be as determined pursuant to the Farm Services Administration ("FSA") allowance for acreage.

[This is just one possible rent structure. TRLIA is willing to consider alternative rent structures, such as a crop share rent based upon a percentage of gross receipts.]

Note: If rent is based on percentage of the Adjusted Gross Income (AGI), attach Exhibit C defining AGI and Expected Gross Income.

4.2. Additional Rent. In addition to the rent reserved by Paragraph 4.1, Tenant shall pay to the parties respectively entitled to such amounts, the annual cost of irrigation water, utilities, insurance premiums, operating charges, and any other charges, costs and expenses which arise or may be contemplated under any provisions of this Lease during the term. All of such charges, costs and expenses shall constitute additional rent, and upon the failure of Tenant to pay any of such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in the Lease for the failure of Tenant to pay rent.

4.3. No Abatement of Rent. It is the intention of the parties that this Lease shall not be terminable for any reason by Tenant, except as provided in Paragraph 3, and that
Tenant shall in no event be entitled to any abatement of or reduction in rent payable under this Lease, except as expressly provided in this Lease. Any present or future law to the contrary shall not alter this agreement of the parties.

5. **Use.**

5.1. **Use.** The Premises shall be used and occupied for agricultural and related purposes only. Any other use of the Premises is prohibited.

5.2. **Compliance with Law.** Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Tenant of the Premises. Tenant shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

5.3. **Flood Plain.** Tenant acknowledges that the Premises is in a flood plain and subject to flooding. Tenant assumes all risk that the Premises may flood during the term of this Lease.

5.4. **No Warranty of Suitability of the Soil.** Landlord does not warrant suitability of the soil for growing authorized crops, nor the absence of deleterious organisms or chemicals in the soil.

5.5. **Water Availability.** It is understood and agreed by the parties that Landlord does not guarantee the availability, quality or quantity of water on the Premises.

6. **Lease Subject to Existing Rights of Others.** This Lease is subject to all existing and future easements, servitudes, licenses and rights-of-way for canals, ditches, levees, roads, highways and telegraph, telephone and electric power lines, railroads, pipelines and other purposes, whether recorded or not. Landlord makes no warranty of title to the Premises.

7. **Maintenance, Repairs and Alterations.**

7.1. **Tenant's Obligations.** Tenant, at Tenant's sole cost, shall keep the Premises in good order and condition during the term of this Lease. All operations incident to this use of the Premises shall be carried on according to the best course of agricultural practices in the vicinity. On default of Tenant to use the Premises as required by this Lease, Landlord reserves the right, after having given 10 days' notice, to take reasonably necessary remedial measures at the expense of Tenant, for which Tenant shall reimburse Landlord on demand. Tenant will make reasonably diligent efforts to prevent the spread of all noxious weeds on the Premises and will take commercially reasonable measures in accordance with customary good farming practices to protect the Premises from infestations of pests. Tenant will make reasonably diligent efforts to prevent infestations of organisms that may produce disease in crops grown on the Premises during and after the term of this Lease.

7.2. **Surrender.** On the last day of the term of this Lease, or on any sooner termination, Tenant shall surrender the Premises to Landlord in reasonably the same condition as when received. Tenant shall remove any equipment on the Premises but not any wells or pumps.
73. **Landlord's Obligations.** Landlord shall have no obligation, in any manner whatsoever, to repair and maintain the Premises. Tenant expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

74. **Alterations and Additions.**

(a) Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld, make any alterations, improvements or additions on or about the Premises, except for that which is required for the agricultural use of the Premises. Should Tenant make any alterations, improvements or additions Landlord may condition its approval on Tenant agreeing to remove any or all of such improvements at the end of the term of this Lease.

(b) Tenant agrees that in no event shall Landlord be required to perform any maintenance on or make improvements, repairs or alterations to the Premises of any nature whatsoever, or to pay or reimburse Tenant for any part of the cost thereof.

(c) Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest in the Premises.

(d) Unless Landlord requires their removal, as set forth in Paragraph 7.4(a), all alterations, improvements or additions, which may be made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the provisions of this paragraph, Tenant's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Paragraph 7.2.

8. **Environmental Matters.**

81. **Compliance with Environmental Requirements.** Tenant expressly agrees, at all times and in all respects, to comply with all federal, state and local laws, regulations, ordinances, other requirements, permits and orders issued in relation thereto, which are designed to protect public health and safety, worker health and safety, or the environment, including, but not limited to, management of hazardous materials and/or hazardous waste (collectively referred to hereinafter as "Environmental Requirements"). For this purpose, "management" includes, but is not limited to, use, storage, handling and transportation. Tenant expressly agrees not to store hazardous waste on the Premises, treat hazardous waste on the Premises or dispose of, or bury any waste, including hazardous waste, on the Premises.

82. **Handling of Pesticides and Fertilizer.** Tenant expressly agrees to use and handle pesticides and fertilizers in compliance with all Environmental Requirements which are designed to regulate pesticides and fertilizers, including, but not limited to, requirements
pertaining to re-entry or pre-harvest intervals. No poison, herbicide, or pesticide other than those approved by the United States Department of Agriculture and by the California Department of Agriculture shall be applied to the Premises or crops growing thereon. The use of the pesticide aldicarbd (also known as Temik) is prohibited. Landlord reserves the right to prohibit the application of a listed pesticide, fertilizer, or soil amendment, but not without recommending an effective and suitable replacement. No soil sterilant or semi-sterilant, experimental poisons, herbicides, pesticides, fertilizers, or other foreign chemical or substance shall be applied to the Premises or the crops growing thereon, without the prior written consent of Landlord. No pesticide or agricultural chemical shall be used by Tenant if it results in a plant-back restriction or other provision which would place any limitation on the use of the Premises which extend beyond the term of the Lease without the prior written consent of Landlord. The use of pesticides should be minimized. Tenant shall provide Landlord a copy of Tenant's County Pesticide Permit prior to planting each crop year. Tenant agrees to keep true and correct records of the time, place, and all other information and data pertaining to the quantity, kind, use, and method of application of any poison, herbicide, pesticide, fertilizer, or other foreign chemical or substance and to furnish Landlord true and correct copies thereof upon demand.

83. Contamination. Tenant expressly agrees, at all times and in all respects, to comply with all federal, state and local laws, regulations, ordinances, other requirements, and permits and orders issued in relation thereto which concern any contamination, release, pollution, nuisance or waste, whether toxic or nontoxic chemical or biological, which may result from Tenant's operation on, and use of, the Premises during the term of this Lease, whether created or maintained by Tenant, its agents, servants or employees, or whether Tenant assists in the creation or maintenance thereof.

9. Insurance.

9.1. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of Combined Single Limit, Bodily Injury and Property Damage insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant to the Premises. Such insurance shall be a combined single limit policy in an amount not less than $1 Million per occurrence. The policy shall insure performance by Tenant of the indemnity provisions of this Paragraph 9. The limits of such insurance shall not, however, limit the liability of Tenant under this Lease. Landlord shall be an additional named insured on the policy of insurance.

9.2. Insurance Policies. Insurance required hereunder shall be in companies holding a "General Policyholders Rating" of at least "A-VIP" in the most current issue of "Best's Insurance Guide". At Landlord's request, Tenant shall deliver to the Landlord copies of policies of such insurance or certificates evidencing the existence and amount of such insurance with loss payable clauses as required by this Paragraph 9 concurrently with the execution and delivery of this Lease. No such policy shall be subject to cancellation or reduction of coverage or other modification except after 30 days' prior written notice to Landlord. Tenant shall not do or permit to be done anything which shall invalidate the insurance policy referred to in this Paragraph 9. Should Tenant fail to maintain the insurance coverage required by this Lease,
Landlord shall make demand upon Tenant to cure such default and if it is not cured within 15 days of notice thereof, then Landlord may purchase such coverage and charge Tenant for the costs incurred by Landlord and Tenant shall reimburse Landlord for such costs within 30 days.

93. Indemnity. Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere and shall further defend, indemnify and hold harmless Landlord from and against any and all claims arising from the failure of Tenant to perform any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

10. Real Property Taxes.

10.1. Payment of Taxes. Tenant shall pay the real property tax applicable to the Premises, assessments or charges that may be levied upon the interests in this Lease. Tenant understands that this Lease may create a possessory interest subject to property taxation and Tenant may be subject to the payment of property taxes levied on such interest assessed against the Premises during the term of this Lease.

10.2. Personal Property Taxes.

(a) Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere. When possible, Tenant shall cause such trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord.

(b) If any of Tenant's personal property shall be assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant within 30 days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

11. Utilities. Tenant shall pay for power, telephone or other utilities provided to the Premises at Tenant's request or for Tenant's use.

12. Subletting and Assignment.

12.1. Sublease. Tenant may not sublease the Premises, without Landlord's consent, which Landlord may withhold in Landlord's sole discretion.

12.2. Assignment. Tenant may not assign this Lease, in whole or in part, without Landlord's consent, which Landlord may withhold in Landlord's sole discretion.
13. Defaults; Remedies.

13.1. Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(a) The vacating or abandonment of the Premises by Tenant. Notwithstanding the foregoing, Tenant's failure to farm the Premises or allow some or all field to lie fallow to comply with governmental programs due to uneconomic conditions for growing crops or good agricultural practices shall not be deemed vacating or abandoning the Premises, provided that Tenant maintains such fallow ground in accordance with the provisions of Paragraph 7.1 with respect to weeds.

(h) The failure by Tenant to make any payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five days after written notice thereof from Landlord to Tenant.

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraph (b) above, where such failure shall continue for a period of 30 days after written notice of the default from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than 30 days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the 30-day period and thereafter diligently prosecutes such cure to completion.

(d) (i) The making by Tenant of any general arrangement or assignment for the benefit of creditors; (ii) Tenant becomes a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the petition is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days. Provided, however, if any provision of this Paragraph 13.1(d) is contrary to any applicable law, such provision shall be of no force or effect.

13.2. Remedies. In the event of any such default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. If Landlord shall elect to terminate this Lease, then Landlord may recover from Tenant any amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligation under this Lease or which in the ordinary course of things would be likely to result from such failure.

13.3. Re-entry. In the event of any such default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. No re-entry or taking
possession of the Premises by Landlord pursuant to this Paragraph 13.3 shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination of this Lease be decreed by a court of competent jurisdiction.

13.4. **Cumulative Rights.** All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Tenant hereunder shall be implied from any acceptance by Landlord of any rent or other payments due hereunder or any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in the waiver. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

13.5. **Default by Landlord.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than 30 days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have been furnished to Tenant in writing, specifying in what respect Landlord has failed to perform such obligation; provided. however, that if the nature of Landlord’s obligation is such that more than 30 days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

14. **Condemnation.** If the whole or any part of the Premises shall be condemned or taken by any public authority under the power of eminent domain, then the terms of this Lease shall cease as to the parts taken, from the day that possession of such portion shall vest in the condemnor. If in excess of 50% of the Premises shall be so taken, Tenant may, at its option, upon 10 days written notice, declare this Lease terminated.

15. **Estoppel Certificate.** Tenant shall at any time upon not less than 10 days' prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; and (c) such other information as may be reasonably requested regarding this Lease. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

16. **Severability.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision of this Lease.
17. **Interest on Past-due Obligations.** Except as expressly provided in this Lease, any amount due to Landlord not paid when due shall bear interest at the maximum rate than allowable by law from the date on which Landlord delivers notice to Tenant of late payment. Payment of such interest shall not excuse or cure any default by Tenant under this Lease, provided, however, that interest shall not be payable on late charges incurred by Tenant.

18. **Time of Essence.** Time is of the essence.

19. **Additional Rent.** Any monetary obligations of Tenant to Landlord under the terms of this Lease shall be deemed to be additional rent.

20. **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties with respect to any matter mentioned in this Lease. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that Landlord and any employees and or agents of any of such persons have not made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises and Tenant acknowledges that Tenant shall materially comply with all applicable laws and shall be responsible for the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease except as otherwise specifically stated in this Lease.

21. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, by certified mail or overnight delivery by a nationally recognized, reputable delivery service (e.g., Federal Express, UPS, etc.), and if given personally or by mail, shall be deemed sufficiently given if addressed to Tenant or to Landlord at the address noted below the signature of the respective parties, as the case may be. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time designate by notice to Tenant.

22. **Waivers.** No waiver by Landlord of any provision of this Lease shall be deemed a waiver of any other provision of this Lease or of any subsequent breach by Tenant of the same or any other provision. Landlord’s consent to, or approval of, any act shall not be deemed to render necessary the obtaining of Landlord’s consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord’s knowledge of such preceding breach at the time of acceptance of such rent.

23. **Holding Over.** If Tenant, with Landlord’s consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, but all options and rights of first refusal, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.
24. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. **Covenants and Conditions.** Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

26. **Succession and Choice of Law.** Subject to any provisions of this Lease restricting assignment or subletting by Tenant and subject to the provisions of Paragraph 12, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

27. **Subordination.**

   27.1. If Landlord encumbers the Premises, this Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms.

   27.2. Tenant agrees to execute any documents required to effectuate an attornment, non-disturbance and subordination to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within 10 days after written demand shall constitute a material default by Tenant hereunder, or, at Landlord's option. Landlord shall execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Paragraph.

28. **Attorney's Fees.** If either party herein brings an action to enforce the terms of this Lease or declare rights under this Lease, the prevailing party in any action, on trial or appeal, shall be entitled to such party's reasonable attorney's fees to be paid by the losing party as fixed by the court.

29. **Landlord's Access.** Landlord and Landlord's agents shall have the right to enter on the Premises at reasonable times for any reasonable purpose. Landlord shall indemnify and hold Tenant harmless from all liability relating to such entry, except for liability which results from Tenant's negligence or willful acts.

30. **Signs.** Except for signs which relate to agriculture products actually used by Tenant on the Premises, Tenant shall not place any sign upon the Premises without Landlord's prior written consent which consent shall not be unreasonably withheld. Landlord shall be allowed to place such signs upon the Premises as Landlord may from time to time desire.
31. **Merger.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

32. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions of this Lease, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of such party to pay such sum or any part thereof, such party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

33. **Waiver of California Code Sections.** Tenant waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to the destruction of the Premises, Civil Code Sections 1932(1), 1941 and 1942 with respect to Landlord's repair duties and Tenant's right of repair, and Code of Civil Procedure Section 1265.130, allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises for public or quasi-public use by statute, by right of eminent domain, or by purchase in lieu of eminent domain, and any right of redemption or reinstatement of Tenant under any present or future case law or statutory provision (including Code of Civil Procedure Sections 473, 1174(c) and 1179 and Civil Code Section 3275) if Tenant is dispossessed from the Premises for any reason. This waiver applies to future statutes enacted in addition or in substitution to the statutes specified herein, and this waiver shall apply even though Tenant may be the subject of a voluntary or involuntary petition in bankruptcy.

34. **Successors to Lease.** It is understood that title to the Property will be eventually transferred to the Sacramento and San Joaquin Drainage District (the "Board"), acting by and through the Central Valley Flood Protection Board and, along with title, all rights and obligations under this Lease will transfer to DWR. The terms and obligations contained in this Lease shall bind and inure to the benefit of the representatives, assigns and successors in interest of the parties hereto, subject to the provisions of Paragraph 12 with respect to subletting and assignment. In the event of any transfer of Landlord's title or interest to the Premises, Landlord herein named (and in case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee.

35. **Waste.** Tenant shall not commit, or permit others to commit, on the Premises waste, or nuisance, or any other act that could disturb the quiet enjoyment of Landlord on adjacent property.
36. **No Relocation Benefits.** Tenant acknowledges the following: Tenant commenced occupancy of the Premises after Landlord acquired possession to it. Landlord acquired the Premises for a public project (the Feather River Levee Improvement Project). Tenant may be required to vacate the Premises to allow construction of the public project, and Tenant is not entitled to receive any payments under either the State or the Federal Uniform Relocation Assistance Act. (Cal. Gov't Code §§ 7260, et seq.; 42 U.S.C. §§ 4601, et seq.)

37. **Mineral Rights.**

37.1 The exclusive right to conduct seismic and other geophysical surveys and otherwise to prospect for, drill for, produce, mine, extract and remove oil and gas upon and from the Premises, the exclusive right to drill upon, to drill through and otherwise to use the Premises to produce, mine, extract, and remove water from adjacent or neighboring lands, and the exclusive right to inject in, store under, and thereafter withdraw from the Premises oil and gas, whether produced from the Premises or elsewhere, together with the right to drill and operate whatever wells, construct, install, operate, maintain and remove whatever other facilities and do whatever else may be reasonably necessary on and in the Premises for the full enjoyment and exercise of the above rights, and the unrestricted right of ingress and egress on the Premises for all such purposes, may be reserved or owned by other parties or may be transferred by Landlord to other parties.

37.2 Tenant agrees not to interfere, in any way, with the interests of any person or persons that may presently or in the future hold oil, gas, or other mineral interests upon or under the Premises; nor shall Tenant, in any way, interfere with the rights of ingress and egress of said interest holders.

38. **Cropping Programs and Agreements.** Tenant shall not, without prior written consent of Landlord, enter into any soil conservation. Federal farm program or cropping agreement affecting the Premises, irrespective of whether such agreement shall be proposed or submitted under or in compliance with any Federal, state, county, or municipal law, or by private arrangement. Tenant shall, upon written request of Landlord, enter into and execute any and all such soil conservation, Federal farm program or cropping agreements affecting the Premises. If any Federal or state programs regulating crop acreage or crop production are imposed during the term of this Lease, the acreage or production rights resulting from said program, as applied to the Premises, shall remain with and inure to the benefit of the Landlord.

39. **Ownership of Facilities.** Upon expiration of this Lease, or sooner termination, any and all irrigation facilities upon the Premises, including but not limited to any wells, pumps, electric motors, pipelines, valves, and water gates, but excepting portable sprinkler irrigation facilities and tail water pumps provided by Tenant, shall become the property of the Landlord free of cost to Landlord. Ownership and removal of facilities or improvements placed on Premises with prior written approval of Landlords shall be as stated in the written approval. All
other facilities or improvements placed on the Premises by Tenant which are required to comply with generally recommended farming practices shall become the property of Tenant so long as this Lease is in effect and shall be removed by Tenant upon termination of this Lease.

LANDLORD:
THREE RIVES LEVEE IMPROVEMENT AUTHORITY, a joint powers agency of the State of California

Dated: ________________ 20__
By: ____________________________
Name: __________________________
Title: __________________________

Dated: ________________ 20__
By: ____________________________
Name: __________________________
Title: __________________________

TENANT:

Dated: ________________ 20__
[Name]
014250028
NAUMES

014250027
NAUMES

014250022
SSJDD

SUTTER COUNTY
76.36 ACRES

APPROXIMATE LOCATION OF COUNTY LINE

YUBA COUNTY
109.02 ACRES GROSS
91.15 ACRES NET

LEVEE 17.87 ACRES

SETBACK LEVEE RIGHT OF WAY

AREA SUMMARY:
GROSS AREA 014-250-028 = 185.36 ACRES
AREA WITHIN SUTTER COUNTY = 76.36 ACRES
AREA WITHIN LEVEE = 17.87 ACRES
NET AREA OF 014-250-028 = 91.15 ACRES

PHASE 4 FEATHER RIVER LEVEE
REPAIR PROJECT
RECLAMATION DISTRICT 784
SETBACK LEVEE RIGHT OF WAY

CTA Engineering · Surveying
COUNTY OF YUBA, CALIFORNIA

Exhibit A
EXHIBIT B

Inventory
EXHIBIT C

Definitions
November 18, 2008

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Anja Raudabaugh, Environmental Manager
SUBJECT: Onsite Wetlands Mitigation Bond Purchase for Feather River Setback Project

**Recommended Action:**

Direct Executive Director to execute and sign bonding documents (upon General Counsel review) for performance and construction bonds for the purposes of building an onsite wetlands mitigation area in the Feather River setback and for long term performance monitoring of the mitigation area.

**Background:** The United States Army Corps of Engineers (Corps), as part of the 404 permit approval process, has required TRLIA to provide compensatory mitigation for 12.46 acres of waters of the U.S. Although the option to purchase offsite mitigation credits exists, TRLIA’s staff has concluded that the project itself can provide high quality onsite wetlands creation and has therefore embarked on proposing a draft Habitat Mitigation and Monitoring Plan (H MMP) to the Corps which includes the development of a wetlands area immediately to the North of Country Club Road and greater enhancement of habitat in the southern floodplain swale within the setback. One of the conditions of the Corps accepting TRLIA’s mitigation approach is the commencement of both a construction security bond and a performance security bond. The construction bond provides the Corps with enough confidence that TRLIA will create and build the wetlands and the performance bond provides the Corps with assurances that the area will perform and thrive as a wetland in the future.

TRLIA is required to enter into bonds that are representative of 20% of the total estimated cost of each action: construction and performance. A copy of the Corps bonding template is attached for reference (See Attachment A).

**Discussion:** TRLIA staff will work with the appropriate bonding companies to acquire the necessary bonds. The estimated cost of construction for this project is $156,000 and would therefore require a bond of approximately $31,200. The estimated cost for performance of this project, which includes, long term monitoring and maintenance, and land endowment is $441,000 and would therefore require a bond of approximately $88,200.

**Fiscal Impact:** The cost for the bonds of $119,400 will be paid from TRLIA Program contingencies of which the State will pay 82.5% of the cost as part of the EIP Project Element 3.
PERFORMANCE BOND

DATE BOND EXECUTED (Must be same or later than date of permit)

PRINCIPAL (Legal name and business address)

Surety(ies) (Legal name(s) and business address(es))

TYPE OF ORGANIZATION (*ONE)

- Individual
- Partnership
- Joint Venture
- Corporation

STATE OF INCORPORATION

OBLIGATION

We, the Principal and Surety(ies) hereunto, are firmly bound as Obligors to the U.S. Army Corps of Engineers (hereinafter called the Obligee) in the above penal sum. For the payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. The limit of liability shall be the full amount of the penal sum.

CONDITIONS:

The Principal received the permit identified above.

THEREFORE:

The above obligation is void if the Principal—

(a) Performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the permit during the original term of the permit and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety(ies), and during the life of any guaranty required under the permit, and -

(b) Also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the permit that may hereafter be made. Notice of those modifications to the Surety(ies) are waived.

IT IS FURTHER EXPRESSLY PROVIDED THAT:

The Obligee shall have the final authority to determine whether the Principal and Surety(ies) have performed and fulfilled some or all of the undertakings, covenants, terms, conditions, and agreements of the permit.

Within thirty (30) days of receiving notice from the Obligee that the Principal has defaulted on some or all of the undertakings, covenants, terms, conditions, and agreements of the permit, the Surety(ies) shall either -

(a) Remedy the default of the Principal to the full satisfaction of the Obligee by a certain date determined by the Obligee, or -

(b) Immediately tender to a party or parties identified by the Obligee the portion of the penal sum that the Obligee determines is necessary to remedy the default.

In the event that the Surety(ies) fail(s) to respond to the Obligee’s notice of default or to honor commitments under (a) or (b) above of this section, the full penal sum shall immediately become due and owing and paid to a party or parties identified by the Obligee.

WITNESS:

The Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

PRINCIPAL

Signature 1

(Seal)

Name, title 1 (typed)

Signature 2

(Seal)

Name, title 2 (typed)

Corporate Seal

Attachment A
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<td><strong>Signature 2</strong></td>
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<td><strong>Name, title 1 (typed)</strong></td>
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<td><strong>Surety B</strong></td>
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INSTRUCTIONS

1. Insert the full legal name and business address of the Principal in the space designated “Principal” on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

2. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury’s list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)" in the space designated "SURETY(IES)" on the face of the form. Insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

3. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

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<th>Total ($)</th>
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November 18, 2008

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Ric Reinhardt, Program Manager
SUBJECT: Approve Amendment 10 GEI Contract for
          Feather East Levee Segment 1 Crack – Additional Explorations
          Permitting, Design and Construction Management Site 2 Erosion Protection
          Project
          Cultural Resource Evaluation Newly Found Site Feather Segment 2

Recommended Action:
Approve $536,764 Amendment 10 to the existing contract with GEI for the TRLIA Phase 4, Feather River for additional exploration and analysis in the vicinity of the crack in the Feather Segment 1 East Levee repair, permitting, design and construction management services for an erosion protection project at Site 2 in Feather Segment 3 and cultural resource evaluation of a newly found site in the footprint of the Feather Setback levee and authorize the executive director to sign and execute once General Counsel has reviewed and approved. The specific contract terms are described in the attached document (i.e., Exhibit A).

Discussion:
Feather Segment 1 Crack: A crack developed during construction of the slurry wall in the waterside toe of a reach of levee in Segment 1 of the Feather East Levee. This crack has been monitored and analyzed with all information reported to the Corps, the CVFPB and DWR. It appears that the levee movement has slowed and almost ceased and that this reach of levee is currently stable. An emergency action plan has been developed in the event movement begins again during a high water event. This plan is under review by the Corps and DWR. During a meeting on October 30 and again by letter dated November 6, 2008, attached. the Corps, CVFPB and DWR outlined several concerns they had about this vicinity of the crack. They asked TRLIA to develop an additional exploration and analysis plan to address some of these concerns. TRLIA consultant GEI did develop such a plan, Tab 1 of Exhibit A, and it was submitted to the Corps, CVFPB and DWR on November 7, 2008. TRLIA staff believes this plan is adequate to address the concerns raised by the regulatory groups. The cost of this plan is $252,070 and is summarized in Tab 4 of Exhibit A.
Feather Segment 3 Site 2 Erosion Protection Project: During levee certification discussions with the Corps in 2007, the Corps raised concern with erosion at Site 2 in Segment 3 of the Feather East Levee. This site is located where the Feather East Levee joins the Yuba South Levee. Erosion along the bank of a DWR constructed overflow channel known as the State Cut has the potential to undergo significant erosion during a large flood event and could threaten levee integrity at this location. The Corps would not certify this reach of levee until this erosion threat was addressed. TRLIA consultant GEI developed a project to protect this reach from erosion. This project has been coordinated with the Corps and they agree that it would address their erosion concern at this site. TRLIA would like to construct this project in 2009 but must first accomplish the environmental and construction permitting and prepare plans and specifications. Construction management will be needed during construction of the project. GEI has provided a proposal, Tab 2 of Exhibit A, to accomplish the required permitting, prepare the plans and specifications and perform construction management for $223,194. The cost estimate is summarized in Tab 4 of Exhibit A. The approximate construction cost for this erosion protection project is $500,000, which is already captured in the TRLIA cash flow/budget.

Feather Setback Levee Cultural Resource Evaluation of Newly Found Site: During clearing activities on the southern end of the Feather Setback Levee a previously undocumented archaeological resource was encountered on November 5, 2008. A limited subsurface testing program is proposed to complete the initial assessment as outlined in the Historic Property Treatment Plan (HPTP) prepared for Segment 2 of the Feather River Levee Setback Project. This testing program is designed to determine the horizontal and vertical extent of this newly discovered resource, integrity of the deposit, and its potential significance per the criteria outlined in Section 106 of the National Historic Preservation Act of 1966. A detailed scope is described in Tab 3 of Exhibit A. The estimated cost is $61,500 and is summarized in Tab 4 of Exhibit A.

Amendment 10, attached, is authorization to accomplish the three efforts described above. It would increase GEI’s current contract by $536,764 for a total of $19,958,008.

Fiscal Impact:
The contract amendment would increase the existing contract by $536,764 for services on a time-and-expenses basis, to a maximum amount not exceeding a total contract of $19,958,008 for Design and CM Services without prior authorization by TRLIA. These additional services will be paid for from TRLIA Program contingencies, which are currently $9.8 million.

TRLIA has met with DWR and requested that they cost share the additional exploration efforts at the Segment 1 Crack under their Urban Levees Evaluation Program. DWR agreed to consider the request. It is possible that the Site 2 Erosion Protection Project efforts and the cultural resources evaluation might be added to the current EIP project for Segment 3 and the Feather Setback Levee. TRLIA will pursue having this needed work added as part of the current State EIP Agreement.
AMENDMENT NO. 10

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
PHASE 4 FEATHER RIVER LEVEE REPAIRS
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
BOOKMAN-EDMONSTON/GEI CONSULTANTS

THIS AMENDMENT TO AGREEMENT is made effective November 12, 2008, by and between Three Rivers Levee Improvement Authority ("TRLIA") and Bookman-Edmonston/GEI Consultants, a division of GEI Consultants, Inc. ("Contractor"). who agree as follows:

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

1.1. Effective December 13, 2005, the parties entered into the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee project with a contract value of $1,439,400.

1.2. Effective April 25, 2006, the parties entered into Amendment No. 1 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee Repair design in the amount of $3,082,240 for a total contract value of $4,521,640.

1.3. Effective June 27, 2006, the parties entered into Amendment No. 2 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee Repair design in the amount of $32,700 for a total contract value of $4,554,340.

1.4. Effective October 30, 2006, the parties entered into Amendment No. 3 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee Repair design in the amount of $262,500 for a total contract value of $4,816,840.

1.5. Effective January 16, 2007, the parties entered into Amendment No. 4 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee Repair design in the amount of $115,000 for a total contract value of $4,931,840.

1.6. Effective April 3, 2007, the parties entered into Amendment No. 5 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $5,860,244 for a total contract value of $10,792,084.

1.7. Effective September 18, 2007, the parties entered into Amendment No. 6 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather
River Setback Levee design in the amount of $1,963,660 for a total contract value of $12,755,744.

1.8. Effective April 15, 2008, the parties entered into Amendment No. 7 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $636,300 for a total contract value of $13,392,044.

1.9. Effective June 17, 2008, the parties entered into Amendment No. 8 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $5,671,000 for a total contract value of $19,063,044.

1.10. Effective September 8, 2008, the parties entered into Amendment No. 9 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $358,200 for a total contract value of $19,421,244.

1.11. The parties now desire to amend the Professional Services Agreement to expand scope of services and base contract fee.

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

2.1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and B-E/GEL, dated December 13, 2005) is amended to expand the scope of work as described by letter dated November 12, 2008 (Exhibit A) to address the following activities for the Feather River Levee Repair Project:
- Erosion Site 2 design, permitting and construction management
- Supplemental investigations, monitoring, and reporting for the Segment 1 levee crack
- Site investigations, testing and reporting for a cultural resource discovery on Flores Property in levee Segment 2

2.2. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment B) are amended by the attached Exhibit A to include the additional amount of $536,764 for a total contract of $19,958,008.
3. **No Effect on Other Provisions.** Except for the amendments 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 ________________, 2008.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY OF YUBA COUNTY

BOOKMAN-EDMONSTON, A DIVISION OF GEI CONSULTANTS, INC.

Paul G. Brunner Raymond D. Hart
Executive Director Senior Vice President

ATTEST:

DONNA STOTTLEMEYER SCOTT L. SHAPIRO
SECRETARY, THREE RIVERS GENERAL COUNSEL, TRLIA

__________________________
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EXHIBIT A

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TAB 1

Scope of Work
Additional investigations, studies, monitoring and reporting of the Segment 1 crack
1. Background and Purpose

Three Rivers Levee Improvement Authority (TRLIA) is constructing improvements to the Sacramento River Flood Control Project under TRLIA’s Phase 4 Feather River Levee Repair Project, Segments 1 and 3. TRLIA is implementing designs that have been reviewed and approved by the California Central Valley Flood Protection Board (CVFPB) and the U.S. Army Corps of Engineers (Corps). Levee repairs to Segment 1 of the Feather River levee include a 2,600-foot-long soil-bentonite cutoff wall under the waterside slope of the levee between Stations 220+00 and 246+00.

In the afternoon of September 10, 2008, a longitudinal crack was observed on the landside slope of the Feather River Segment 1 levee, extending from approximate Station 220+76 to 226+30. The trace of the crack is located about 1/4 to 1/3 of the levee height down from the levee crown. This section of levee is within the southern reach of the soil-bentonite cutoff wall referenced above.

A GEI memorandum, dated October 1, 2008, summarized the initial investigations and analyses performed to assess the crack. The memo presented options for continued monitoring and short-term remedial measures. The initial investigations, findings, and interpretations presented in the October 1 memo were discussed on October 3, 2008, in a meeting attended by representatives of the Department of Water Resources, Division of Flood Management and Division of Engineering (DWR), CVFPB, Corps, TRLIA, URS, and GEI. It was agreed that the course of action for the short term would be to complete the ongoing modifications of the levee, install additional instrumentation, prepare an emergency flood fighting plan for this reach, monitor the conditions over the flood season, provide periodic reports to keep all agencies up to date, conduct additional stability analyses, and re-evaluate the condition of the levee in the spring to assess if additional repair measures are needed to improve the long-term stability of the levee.

As the action items established during the October 3 meeting were completed, three updates were issued by TRLIA via email on October 13, 14, and 24, 2008. These updates presented the results of additional explorations, testing, analyses, and monitoring data developed pursuant to the action items.

On October 30, 2008, a follow-on meeting was held to discuss the status of TRLIA’s evaluations of the crack and the need for additional information and analyses. The meeting was attended by representatives of DWR, CVFPB, Corps, TRLIA, URS, and GEI. During the meeting, the need for the following items was discussed:

1. Crack mapping by geologist
2. River slope should be mapped by geologist.

3. The cracks on the landside should be covered with visqueen prior to first rain event.

4. Crack movement should be presented in graphical form (crack width versus time) rather than a table of results.

5. Piezometers

6. Bathymetry

7. Land surveys

8. Geomorphology

9. Areal extent of the weak clay layer

10. It appears that another weak clay layer exists approximately 55 feet below grade. This weak clay layer should also be investigated and analyzed.

11. Vane shear testing of the weak clay.

12. Landslide analysis of stressed slope/weak clay layer at full flood stage.

13. Boring logs for the recently installed inclinometers should be requested. The samples, if remaining, should be examined more closely to see if slurry may be present in or near the soft clay layers.

14. Consolidation, Atterberg, and water content tests of the soft clay.

15. Pressure monitoring devices in the existing wall to monitor the fluid pressure of the slurry.

16. Geotechnical analysis and associated instrumentation readings that persuasively demonstrate that the waterside berm is stable.

17. Material index properties of waterside clay blanket (reconstructed waterside portion of the levee above the newly-constructed soil-bentonite cutoff wall).

18. Typical cross-section of the levee showing the soil-bentonite cutoff wall and the reconstructed waterside portion of the levee above the cutoff wall.

19. Impact of Shoei Foods pond water levels on levee stability.

20. Stability analyses of the levee assuming the existing crack fills with water during winter storms.

The DWR and CVFPB requested that TRLIA prepare a draft plan of supplemental investigations and submit it for review by November 7, 2008 and that the supplemental explorations be targeted for completion by Thanksgiving. The purpose of this memorandum is to present a summary work plan for the requested additional investigations and analyses.

2. **Supplemental Geologic and Geomorphologic Reconnaissance**

The reach of levee, waterside bench, and river slope between approximate Stations 218+00 and 230+00 will be mapped by a GEI geologist. Available geologic and geomorphologic information will be reviewed, confirmed, and refined or supplemented with observations from the field reconnaissance. Available information includes the following:


- Geomorphology reports presented in Appendices G1 and G2 (Volume 5) of the Feather River Setback Levee Design Report dated January 2008. Reports were prepared by Philip Williams & Associates and Northwest Hydraulics Consultants, respectively.


This work will address Items 1, 2, and 8 of the above list.
3. Supplemental Field Investigations

Available data will be used and additional information will be developed to confirm and refine as appropriate the topographic, geologic, and geotechnical understanding of the study area. This information will be used to refine the models used for stability analyses of the levee and its foundation.

- Topographic data will include the airborne LiDAR survey performed in 1999 for the Corps' Comp Study and the airborne LiDAR survey performed in 2007 for DWR's Urban Levee Geotechnical Evaluations Program. The two surveys will be compared and significant differences, if any, will be resolved using ground topography.

- Bathymetric information will be obtained from the Corps' Comp Study and verified or refined at two cross-sections at approximate Stations 222+00 and 226+00 by profiling the river bottom from a boat.

- Additional field explorations will be performed to define the areal extent of the weak clay layer. A Cone Penetrometer Test (CPT) rig will be used where truck access is available. A track-mounted conventional drill rig will be used at least one location of difficult access. The proposed approximate CPT and boring locations are shown on Figure 1. Geologic and geotechnical data will also be obtained from borings performed to install additional instrumentation. Please refer to Section 4 below.

This work will address Items 6, 7, 9, and 10 of the above list.

Vane shear testing of the soft foundation clays has been requested in Item 11 of the above list. This work will be deferred until spring 2009. At that time, vane shear testing of the backfill in the soil-bentonite cutoff wall and the foundation clay will be performed to quantify the strength of the cutoff wall backfill and supplement the available shear strength data for the foundation clays. In the stability models completed to date, the backfill in the soil-bentonite cutoff wall has been assumed to have zero shear strength.

4. Additional Instrumentation

Proposed additional instrumentation will consist of the following:

- Three 40-foot-deep standpipe piezometers will be installed along the landside toe of the existing levee at approximate Stations 219+00, 222+00, and 226+00. The borings for the piezometers will be drilled as geotechnical borings and will extend through the soft clay. They will be used to take Shelby tube samples of the clay for laboratory testing. Groundwater levels will be measured once weekly during the 2008-2009 winter and spring season.

- One additional inclinometer will be installed at approximate Station 222+00 at the waterside toe of the spur levee (above the river bank). With the three existing inclinometers at this station, this fourth inclinometer is intended to (1) provide geotechnical data on the areal extent of the soft clay and (2) provide displacement data for evaluation of the global section of levee-berm-riverbank extending east-west to the Feather River (Item 16 of the above list). The inclinometers will be read twice weekly.

- Two pressure monitoring devices will be pushed into the backfill of the soil-bentonite cutoff wall to monitor the fluid pressure within the backfill. These are proposed to be placed at depths of about 25 and 45 feet at approximate Station 222+00 between Inclinometers 1-3 and 1-4. The piezometers will be read once weekly.
This work will directly address Items 5 and 15 of the above list. In addition, the instrument data will be used in the analyses and evaluations requested under Items 12, 16, and 19 of the above list.

5. **Supplemental Laboratory Testing**

Samples from the soft foundation clays will be retrieved from the supplemental geotechnical and instrumentation borings described above and tested in the laboratory. The following types of tests and approximate quantities are planned:

- Atterberg Limits (5 tests)
- Unit weight and moisture content (5 tests)
- Consolidation (3 tests)
- Consolidated-undrained (CU) triaxial shear strength with pore pressure measurements (2 envelopes)

The results of these tests will be used to supplement the geotechnical characterization of the soft clay layers. This work will address Item 14 in the above list. In addition, the CU triaxial tests will be used to obtain effective strength parameters for use in long-term stability analyses.

6. **Requested Data and Information from TRLIA Records**

In addition to data and information obtained from the investigations, testing, instrumentation, and analyses discussed in Sections 2, 3, 4, 5, and 7, the following data and information will be provided:

- Survey monument and crack measurement data in graphical form (i.e. movement versus time): The data will be presented in graphical form rather than tabular.

- Information and analyses addressing soft clay layer at a depth of about 55 feet below the top of levee. Note that this soft clay layer was previously described in the October 1, 2008 memo. Drilling logs and CPT data showing subsurface stratigraphy were provided in the October 1 memo and October 14 update. The clay layer has been incorporated into the models developed for previously issued and ongoing stability analyses.

- Boring logs from previously installed inclinometers: Note that these boring logs have previously been issued to DWR in the October 1 memo and October 14 update. Samples from the borings were examined in detail and slurry was not observed in any of the samples.

- Material index properties of the waterside clay blanket (reconstructed waterside portion of the levee above the newly-constructed soil-bentonite cutoff wall). This information will be extracted from TRLIA's construction QC records for the subject reach of levee.

- Typical cross-section of the levee showing the soil-bentonite cutoff wall and the reconstructed waterside portion of the levee above the cutoff wall. The requested cross-section is shown on Drawing C-42 from the Phase 4 Feather River Levee Repair Project Issued-for-Construction Drawings, Rev. 1, dated May 28, 2008.

This data and information compilation will address Items 4, 10, 13, 17 and 18 in the above list.

7. **Additional Analyses**
The following analyses will be conducted:

- Landslide analysis of stressed slope weak clay layer at full flood stage: Note that this analysis was previously performed and the results were included in the October 14 update. The model previously developed will be refined if appropriate based on the supplemental investigations and testing described in Sections 2 though 4 above.

- Geotechnical analysis and associated instrumentation readings that persuasively demonstrate that the waterside berm is stable: Preliminary analyses have been performed in coordination with the Corps. Results from the preliminary analyses and initial readings from inclinometer I-3, located on the waterside of the cutoff wall, do not support the postulated global failure mode into the river. Nonetheless, the stability model will be refined and re-evaluated based on the supplemental investigations and testing described in Sections 2 though 4 above. Monitoring of the inclinometers, including the proposed additional inclinometer above the river bank, will continue on a twice-per-week basis.

- Stability analyses incorporating the water levels from the Shoei Foods pond: The stability analyses will be refined using the water level readings from the proposed piezometers.

- Stability analyses of the levee assuming the existing crack fills with water during winter storms: This analysis will be performed to evaluate the effect on levee stability of the potential failure of the visqueen sheeting during a severe rainstorm.

These analyses will address Items 12, 16, 19 and 20 in the above list.

8. Supplemental Interim Actions

As discussed during the October 30 meeting, the full length of the crack has been covered with visqueen and anchored with sand bags. Installation of the visqueen was completed on October 30 in advance of the recent storm, with final anchoring at the crest and downslope edge completed on October 31. The completed installation was inspected and approved by a DVVR flood control specialist. The visqueen performed satisfactorily during the recent storm event that produced high winds and over four inches of precipitation.

This supplemental interim action, already completed, has addressed Item 3 in the above list.

9. Planned Schedule

It is anticipated that the results of the supplemental field investigations, laboratory testing and analyses will be provided in a series of documents as follows:

- Memorandum presenting requested data and information from TRLIA and DWR Files: memo to be issued November 14, 2008.

- Results of supplemental field investigations: memo planned to be issued on or about December 12, 2008.

- Results of supplemental laboratory tests: memo planned to be issued on or about January 9, 2009.

- Results of additional analyses incorporating supplemental field and laboratory data: memorandum planned for January 23, 2009.
An overall report will be prepared for submittal in May 2009. The report will present the field vane testing of cutoff wall backfill to be performed during spring 2009, will summarize all available field and laboratory data as well as the instrumentation data collected through the 2008-2009 winter, will describe the finalized stability analyses, and will present TRLIA's evaluation of the long-term conditions of the existing levee and recommendations for repair measures to restore the integrity of the levee.

The above documents will be in addition to instrumentation updates that will be provided by TRLIA at approximately two-week intervals throughout the 2008-2009 winter and spring seasons.
TAB 2

Scope of Work
Feather-Yuba River Levee Erosion Site 2
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
FEATHER-YUBA RIVER LEFT LEVEE
EROSION SITE 2
SCOPE OF SERVICES

BACKGROUND

Erosion Site 2 (Site 2) is located along the east levee of the Feather-Yuba River at the confluence of the two rivers. It begins downstream of the bridge crossings of the Union Pacific Railroad (formerly Western Pacific Railroad) at about Station 724+00 and Highway 70 (at about Station 725+50). The site extends southward approximately 2,500 lineal feet. Along the waterside toe of the levee, there is an overflow channel constructed in the 1930's to improve the hydraulic efficiency at the confluence. The overflow channel, called the "State Cut," begins upstream of Highway 70 and extends down to Shanghai Bend. The width of the State Cut in the project area varies from about 150 feet to over 200 feet.

Reportedly Site 2 had erosion problems on the levee slope prior to 1997; however, bank protection was placed in this area, and no problems were reported as a result of the extreme high water conditions experienced during the January 1997 flood. Nonetheless, the U.S. Army Corps of Engineers (Corps) is still concerned about the potential for future erosion and scour at Site 2. The Corps has cited that the levee slope lacks vegetation, and that the fine sandy soil in the levee and foundation has the potential to erode during a 100-year event. In addition, the Corps is concerned that the bed of the State Cut has the potential to scour and move laterally, potentially undermining the levee foundation. The Corps has indicated that remedial measures need to be implemented in order for the Corps to provide certification of this reach of levee for FEMA accreditation purposes.

In April 2007 a scour potential investigation for Site 2 was conducted (MBK Engineers, Scour Potential Investigation, Site 2 Feather-Yuba River Confluence, memorandum prepared for Three Rivers Levee Improvement Authority, April 14, 2007). The purpose of the investigation was to assess the potential for scouring at Site 2 by evaluating the existing hydraulic, soil, geomorphic conditions, and historic performance at the site. Model results indicated that the estimated velocities in the bed of the State Cut range from 5 to 8 feet per second (fps) for the 1-in-100 annual chance of exceedance event. Over the waterside slope of the levee, the estimated velocity was 4 to 5 feet per second. Adjacent to the levee, the highest flow velocities (5 to 8 fps) were estimated to occur around the levee bend approximately between Stations 706+00 and 712+00. South and north of this reach, velocities along the levee were estimated to be in the range of 4 to 5 fps. The study evaluated the applied shear stress for the 1-in-100 annual chance of exceedance event and compared it to the critical shear stress, i.e., the theoretical shear stress at which the soil particle will
mobilize. The study concluded that there is a potential for significant scour during the 1-in-100 annual chance of exceedance event.

Based on the Corps feedback and the results of the scour potential study, in March 2008 TRLIA proceeded to prepare a preliminary design for the proposed project and submitted a detailed description for review to technical staff of the Corps of Engineers' Hydraulics Design Section (report entitled Three Rivers Levee Improvement Authority, Feather-Yuba River Left Levee Erosion Site 2 Project Description, dated March 20, 2008). The Corps technical staff indicated agreement with the proposed design. TRLIA also shared the project description with the Central Valley Flood Protection Board and determined that an encroachment permit will be necessary prior to constructing the work.

**PROPOSED PROJECT**

**Purpose**

The purpose of the proposed project is to implement additional scour protection at Site 2 to reduce the potential for future scour under 1:100 flood event conditions. The hydraulic analyses described above indicate that there is a potential for scour at the bed of the State Cut at Site 2 under the 100-year flood event. Review of historic topographic data along the bed of the State Cut suggests that the rate of scour could be approximately 0.1 to 0.2 feet per year in the last 60 years, although mapping uncertainties make this estimated rate of scour questionable. The historically slow scour rate at the site could be attributed to the available bed load in the rivers and the aggradational nature of the river reach. It should be noted that scour is episodic and significant scour is possible in a single extreme event.

**Scope**

The proposed scour protection will be based on the March 20, 2008, project description which has already been reviewed by the Corps technical staff. It will include the following four items:

1. The eastern slope of the existing overflow channel below the waterside toe of the levee will be regraded and armored with rock between Station 705+00 and Station 713+00. This is the reach of the State Cut channel around the levee bend where the highest flow velocities are calculated to occur. Within this reach, (1) the berm width decreases to less than 30 feet, (2) the topographic cross-sections provide indications of possible ongoing scour, (3) field observations suggest possible continuing erosion of the broken concrete lining along the overflow channel bank, and (4) the calculated water velocities are higher than 5 feet per second adjacent to the levee. By contrast, north of Station 713+00 the available topographic cross-sections do not appear to substantiate ongoing scour and the berm width exceeds 30 feet. In addition flow velocities decrease to less than 5 feet per second adjacent to the levee. South of Station 705+00 the berm
width far exceeds 100 feet and flow velocities decrease to less than 4 to 5 feet per second.

2. The waterside slope of the levee between approximately Station 705+00 and Station 713+00 will be revegetated to improve its erosion resistance. The past placement of cobbles over the slope has impeded the growth of a healthy vegetation cover. To revegetate the slope, a soil layer will be placed over the cobble surface. The purpose of the soil layer is to provide a means for vegetation to grow and allow the slope to be mowed. The soil will be protected with an erosion protection mat and revegetated.

3. The maintenance road along the waterside toe of the levee and the overflow channel between Stations 707+00 and 710+00 is rough and irregular due to the presence of cobbles and lack of maintenance. This reach of road will be regraded and surfaced with road base to improve its drivability. However, the slope of the levee will not be steepened.

4. A monitoring plan will be implemented to monitor long-term changes to the channel. The monitoring plan will include field observations and re-surveys after major flood events (defined as greater than 10-year flood events). The monitoring plan will be incorporated in the Operation and Maintenance Plan addendum being prepared by TRLIA for the Feather River levee.

SCOPE OF PROFESSIONAL SERVICES

The proposed of professional services includes the following tasks:

- Task 1 - Engineering Design
- Task 2 - Permitting
- Task 3 - Construction Management

Task 1 - Engineering Design

The objective of the design task will be to prepare a construction package with enough detail for construction to be undertaken as a change order to one of TRLIA's ongoing construction contracts. This scope and attached budget assume that the construction documents will consist of a set of five construction drawings and a "supplemental special conditions" document including supplemental technical and environmental requirements, supplemental measurement and payment requirements, and a change order price schedule applicable of the work. The package will be prepared as a change order for inclusion in one of TRLIA's contracts and will not be a stand-alone biddable construction contract.

In addition, the memorandum entitled Three Rivers Levee Improvement Authority, Feather-Yuba River Left Levee, Erosion Site 2 Project Description dated March 20, 2008 will be updated with any design changes. The updated memorandum is assumed to serve as design documentation for the project. The attached budget
assumes that only minimal refinements will need to be made to the existing document.

The budget assumes that there will not be additional hydrologic and hydraulic evaluations or designs. If any are needed it is assumed they will be performed by others under a separate authorization and budget.

The budget assumes that preparation of construction drawings will necessitate the updating of the topographic map for the waterside levee slope, waterside berm, and State Cut left bank between Station 705+00 and Station 713+00. In addition, one day of test pit excavation has been included to document the geotechnical condition of the materials to be excavated as part of the work. The results of these investigations will be appended to the Updated Project Description for documentation purposes.

In summary, engineering design deliverables are assumed to include (1) five construction drawings, (2) a supplemental special conditions document, and (3) an updated project description.

Task 2 - Permitting

Permitting tasks will be primarily undertaken by GEI’s subcontractor EDAW with GEI providing coordination and engineering support.

Wetland Delineation
The GEI Team will conduct a wetland delineation of the proposed project site using the Corps’ 1987 three-parameter methodology and the 2006 Arid West Corps regional supplement. The wetland delineation will focus on confirming the location of the Ordinary High Water Mark (OHWM) in relation to proposed ground disturbing activities. A jurisdictional delineation report will be prepared that summarizes methodology, existing conditions, and findings. Copies of all wetland data sheets will be included as attachments. The report and wetland map will be prepared in accordance with the Corps standards. EDAW will coordinate and attend a field meeting with the USACE to verify the delineation.

Cultural/Historical Resources Survey
EDAW will conduct a cultural analysis in accordance with applicable regulations and standards to comply with CEQA requirements and Section 106 of the National Historic Preservation Act. It is highly unlikely that cultural resources occur at the project site, or would be visible during a pedestrian survey, due to the site’s location within the existing river floodway. However, to ensure compliance with environmental regulations and agency requirements, a pedestrian archaeological survey will be conducted utilizing a level of effort consistent with the site’s location within the existing river floodway. Any newly identified archaeological sites encountered on the project site will be recorded in a manner consistent with the Secretary of the Interior’s Standards and Guidelines for Identification of Cultural Resources (48CFR 44720-23).
**Biological Resources Survey**

Various EDAW staff have visited the proposed project site and it is expected that there is currently a sufficient understanding of biological resources on the site to support the permitting effort.

**Section 404 Permitting/Nationwide Permit**

Based on a past field visit to the project site with Corps staff, it is assumed that compliance with Section 404 of the Clean Water Act can be achieved through the Nationwide Permit (NWP) process. If it is determined through further coordination with the Corps that the project would not qualify for a NWP, a contract amendment will be required to complete the Section 404 individual permit process. Tasks triggered by a Section 404 individual permit would consist of a preparation of a permit application, Section 404(b)(1) alternatives analysis, and documentation supporting Section 106 compliance. In addition, the California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration (IS/MND) described below would need to be expanded to include an Environmental Assessment/Finding of No Significant Impact (EA/FONSI).

This scope and cost estimate assume that the proposed project would not trigger the need for Corps Section 408 authorization. If the Corps determines that the project requires 408 authorization, then a contract amendment could be authorized for the IS/MND to be expanded to an IS/MND-EA/FONSI to support National Environmental Policy Act (NEPA) compliance for the 408 authorization.

**Federal Endangered Species Act Compliance/Biological Assessments**

Consultation with the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) is expected to be needed in accordance with Section 7 of the Endangered Species Act. The GEI Team will prepare a Biological Assessment (BA) for the USFWS and a separate BA for the NMFS in accordance with each agency's guidelines. The BA's will include a summary of consultation to date, description of the proposed action, an account of each species addressed, assessment of project effects, description of measures to minimize and compensate for potential effects, discussion of species recovery, and an effect determination for each species.

It is anticipated that Corps will require only valley elderberry longhorn beetle to be addressed in the BA for USFWS and will require anadromous fish species protected by the Endangered Species Act to be addressed in the BA for NMFS.

**California Endangered Species Act Compliance**

The GEI Team will prepare necessary materials and coordinate with DFG staff to obtain California Endangered Species Act (CESA) authorization for the project. It is assumed that CESA compliance will only be required for state listed fish species (e.g., Central Valley spring-run Chinook salmon) as no state listed terrestrial species (e.g., giant garter snake, Swainson's hawk) would be affected. CESA compliance will
be achieved through concurrence with the NMFS consultation under Section 2080.1 of the Fish & Game Code.

**Clean Water Act Section 401 Water Quality Certification**

By federal law, those seeking a federal permit to allow discharges of dredged or fill material into Waters of the U.S. must submit an application to the Regional Water Quality Control Board (RWQCB) for Water Quality Certification, in accordance with Section 401 of the Clean Water Act. The purpose of the certification process is to ensure that the proposed activity will not violate state and federal water quality standards. The GEI Team will prepare a letter and complete application to the RWQCB requesting Water Quality Certification. The request will describe the proposed project and construction techniques and methods to minimize or avoid excessive erosion, turbidity, and other adverse water quality effects. It is assumed that the RWQCB required filing fee associated with obtaining the Section 401 Water Quality Certification will be paid by TRLIA. A certified CEQA document is required as part of the application submittal to the RWQCB. This scope of work assumes the IS/MND prepared for the project (see paragraphs below) will be adequate to satisfy the RWQCB CEQA requirements.

**1602 Streambed Alteration Agreement**

DFG has jurisdiction over the plant, fish, and wildlife resources of the state. A project sponsor proposing to divert or obstruct the natural channel flow or substantially change the bed, channel, or bank of any river, stream, or lake designated by DFG, or use any material from the lakebed, must first notify DFG. This requirement typically applies to all activities undertaken within the 100-year floodplain and within the ordinary high water mark of water bodies that contain or once contained fish and wildlife, or supports or once supported riparian vegetation.

It is assumed that a Streambed Alteration Agreement under Section 1602 of the California Fish and Game Code will be required for the proposed project. The GEI Team will prepare the Streambed Alteration Agreement application on behalf of TRLIA for submittal to DFG. A certified CEQA document is required as part of the application submittal to DFG. This scope of work assumes the IS/MND prepared for the project (see below) will be adequate to satisfy the DFG CEQA requirements.

**Initial Study/Mitigated Negative Declaration**

It is assumed that, with implementation of proper mitigation, the proposed Site 2 work can be implemented without significant adverse effects on the environment as defined by CEQA. Therefore, to comply with CEQA, an IS/MND would be prepared consistent with Sections 15063 through 15065 and Sections 15070 through 15075 of the State CEQA Guidelines.

The GEI Team will prepare a draft IS/MND that will address the full range of environmental issue areas as described in Appendix G of the State CEQA Guidelines. For many environmental issue areas there will be no adverse effects (e.g., population and housing, mineral resources), or adverse effects can be
confirmed as less than significant with minimal or qualitative analysis (e.g., aesthetics, public services). However, quantitative construction air emissions calculations will be performed to assess compliance with Feather River Air Quality Management District (FRAQMD) significance criteria.

The GEI Team will compile TRLIA team comments on the draft IS/MND and prepare a final IS/MND for public distribution as well as a Notice of Intent (NOI) to accompany the IS/MND. The NOI will specify the start and end of the public review period and where public comments may be provided. Upon completion of the 30-day public review period, the GEI Team will compile comments received in the IS/NOI and prepare responses to each comment. Comments and responses will be provided to the TRLIA board prior to the Board’s decision to adopt or not adopt the MND. Responses will also be mailed to responsible and trustee agencies who provided comments. The GEI Team will also prepare a mitigation monitoring and reporting plan for consideration by the TRLIA board, as required by CEQA.

Central Valley Flood Protection Board Encroachment Permit
Based on initial coordination with the CVFPB, it is likely that an encroachment permit will be required. Consistent with previous actions related to the Feather River Levee Repair Project, we have assumed that MBK Engineers will prepare the permit application materials and address any hydraulic issues. The GEI Team will provide support on all other engineering and environmental compliance matters.

Task 3 – Construction Management

The Site 2 erosion repairs will be implemented outside the flood season (i.e. between April 15 and October 31, 2009). Construction activities are anticipated to consist of the following:

- Clear, grub, and strip as needed to remove woody vegetation and organic material from surfaces to receive the rock slope protection. Woody debris will be removed and disposed of offsite.
- Remove and stockpile the existing concrete rubble from the State Cut bank.
- Trim the State Cut bank to a slope no steeper than 2.5:1 and grade the bank to remove irregularities.
- Excavate a trench at the toe of the State Cut bank for embedding the rock slope protection below the channel invert.
- Place geotextile fabric or bedding layer over the slope and trench bottom to receive the rock slope protection.
- Place a layer of rock slope protection from the bottom of the trench to the top of the State Cut bank.
- Backfill the toe trench with the salvaged concrete rubble and the native material from trench excavation. The concrete rubble will serve to further reduce scour potential when flows are active in the State Cut.
• Scarify the section of waterside levee slope slated for revegetation, place a soil cover over the levee slope, seed the prepared surface with the standard levee seed mix, and place the erosion protection mat over the seeded surface.
• Grade the waterside maintenance road and place aggregate road surfacing as needed.

Construction management services are expected to include the following:

• **Contract Administration** - Construction Contractor work plans, schedules, budgets, and cash flow projections will be reviewed. Construction Contractor claims, changes, extra work, and change orders will be identified, documented, evaluated, monitored, and negotiated if justified and approved. Independent cost estimates and change order justifications will be prepared. Work completed and Construction Contractor invoices for progress payment will be evaluated.

• **Meetings** - A preconstruction meeting and weekly construction progress meetings with the Construction Contractor, the CM team and TRLIA will be conducted to discuss and resolve issues related to the work. The meetings typically will cover progress, schedules, submittals, Requests for Information (RFIs), Field Instructions, Change Orders, field coordination, Quality Control/Quality Assurance, environmental compliance, and other relevant topics.

• **Coordination with Department of Water Resources and Corps of Engineers Staff** - The CM team will work with DWR and Corps staff, communicating progress, addressing issues of concern, providing required information, and responding to questions.

• **Construction Contractor Submittals** - Construction Contractor submittals will be reviewed for the purpose of determining whether information contained in the submittal conforms to the requirements of the contract documents. Submittals that do not conform to the requirements will be returned to the Construction Contractor for correction.

• **Requests for Information** - Construction Contractor Requests for Information (RFIs) will be reviewed and written responses will be provided. Responses to RFIs that require changes to the design will be coordinated with TRLIA and the pertinent regulatory agencies.

• **Construction Inspections** - Construction activities will be observed and oversight services will be provided to check that Construction Contractors’ work is performed in accordance with construction plans and specifications, and is consistent with the intent of the design. Field staff will interface with the home office design staff on technical issues and concerns. The Construction Inspector’s activities will include:
Inspecting materials and quality of work for conformance to the plans and specifications.

Recording quantities of materials received or used during specified periods.

Maintaining a daily log of construction and inspection activities and comparing the log with the Construction Contractor generated progress reports.

- **Closeout and Acceptance** — A project punch list will be prepared at closeout of the work. Upon correction of deficiencies, and prior to acceptance of work, a final walk-through will be scheduled and conducted with the Construction Contractor, TRLIA and RD 784.

- **Construction Summary Report Addendum** — After completion of construction, a Construction Summary Report will be prepared. The report will be in the form of an addendum to the Segment 1 and 3 Construction Report and will include the following:
  
  - Summary of the project.
  - Problems encountered and resolutions made.
  - Summary of major changes (including costs), reasons for the changes.
  - Summary of project costs.
  - Summary of QC and QA data
  - Photographs depicting construction work in progress.
  - Project record drawings.

- **Operation and Maintenance Addendum** — Upon completion of construction, an Operation and Maintenance Addendum will be prepared containing the proposed revisions to the Corps of Engineers’ Supplement to Standard Operation and Maintenance Manual, Sacramento River Flood Control Project, Unit 145, Part 1, and the associated record drawings for system alterations that are to be incorporated into the federal Sacramento River Flood Control Project.

- **Preconstruction Biological Surveys, Training, and Construction Monitoring**

  The environmental team consisting of primarily EDAW biologists will conduct training, survey, monitoring, and coordination activities for biological resources before and during the planned construction activities. The team will conduct surveys for valley elderberry longhorn beetle, Swainson’s hawk nests, nests of other raptors including burrowing owls, special status plants, and conduct training, monitoring, and resource agency coordination as needed.

**Other Assumptions for Scope and Budget of CM Services:**

- An approximate 4-week construction schedule is anticipated. This schedule includes about one week for site preparation, two weeks for hauling and placing rock slope protection, and one week for site grading and restoration.
• Construction operations are assumed to be one ten-hour shift per day, five days per week.

• GEI field staff will utilize the field offices, furniture, computers, copiers, phones and fax machines provided by the Segment 2 Construction Contractor.

• GEI will perform CM duties for Segment 2 in 2009. Therefore, efficiencies with shared staff and equipment have been assumed.

• GEI will not provide health and safety oversight except for its own employees. Construction Contractor’s health and safety is considered to be exclusive responsibility of the Construction Contractor.

• The scope of work does not include additional time for the environmental team resulting from any violations of species-protection requirements committed by construction personnel.

• The scope of work does not include actions to address potentially significant cultural resources if they are encountered during construction. If evidence of potentially significant cultural resources is found, an appropriate course of action will be developed to address the resources (e.g., research, field investigations) and a contract amendment will be required to implement the measures.

• The CM budget does not include potential costs associated with implementation of environmental restoration activities that might be dictated by resource agencies during the permitting process.
TAB 3

Scope of Work
Newly Found Cultural Site
BACKGROUND

During field inventory conducted in the southern portion of the Feather River Levee Setback Project area (Project) in Yuba County, a previously undocumented prehistoric archaeological resource was encountered on November 5, 2008. This site, consisting of dark midden deposits containing lithic artifacts, as well as burned and unburned faunal remains, shell, fire-affected-rock, baked clay and burned earth, is situated on property identified as APN 016010010000. The site location is approximately 100 meters north of the Feather River east levee, and north of the Star Bend boat ramp. Consultation with GEI personnel indicated that this location is within the proposed setback levee footprint, and avoidance through project redesign is not feasible.

Preliminary assessment of the cultural remains conducted by the GEI Team led by EDAW archaeologists Anna Starkey and Richard Deis on November 5th and 6th indicate that the deposit is located 30-40 cm below the existing ground surface and extends at least 60 cm below the surface, based upon examination of cultural material exposed in the root balls and surrounding disturbed sediments of recently removed walnut trees. While the constituents tend to indicate that this cultural deposit may be significant per National Register of Historic Places (NRHP) criteria, the material is within disturbed contexts impacted during tree removal. However, it is possible that undisturbed cultural materials may be present in subsurface contexts whose integrity has not been compromised. Undisturbed contexts containing these types of archaeological constituents observed in the disturbed context mentioned above may represent a significant cultural deposit.

A limited subsurface testing program is proposed to complete the initial assessment as outlined in Stipulation C(2) of the Historic Property Treatment Plan (HPTP) prepared for Segment 2 of the Feather River Levee Setback Project. This testing program will be primarily undertaken by GEI’s subcontractor EDAW with GEI providing coordination and engineering support. Specifically this testing plan is designed to determine the horizontal and vertical extent of this newly discovered resource, integrity of the deposit, and its potential significance per the criteria outlined in Section 106 of the National Historic Preservation Act of 1966 (Section 106), and the NRHP. This subsurface archaeological testing and evaluation program will include Native American consultation, limited subsurface testing, laboratory analysis, preparation of supporting documentation and report, and consultation with the U.S. Army Corps of Engineers (Corps). This investigation and assessment of significance will be guided by the archaeological context, and research design presented as Appendix C and Appendix D of the HPTP.
SCOPE OF SERVICES

Site Testing and Evaluation Management
The testing and evaluation project will be overseen by archaeologists from EDAW’s Sacramento office. Dr. Brian Ludwig will serve as the project’s cultural resources Project Manager. Dr. Ludwig has 25 years of cultural resources experience and specializes in lithic artifact studies and site excavation. Richard Deis, M.A. will act in the capacity of cultural resources Co-Project Manager and Field Director, and will guide all aspects of the field project. Mr. Deis has 18 years of experience in California archaeology with various public and private organizations, and specializes in lithic, ground-stone, and shell bead analysis.

Native American Consultation
In keeping with the consultation provisions of Section 106 and TRLIA’s ongoing commitment to cooperation and coordination with the Native American community, the GEI Team will provide a full-time Native American field monitor from the Enterprise Rancheria for the duration of the proposed test excavations.

Research Design
The research design in Appendix D of the HPTP will provide the basic theoretical and physical foundation and approach for the testing, analysis, and evaluation phases of the investigation. Procedures to be followed in the event that human remains are discovered are summarized in Attachment A1 of the HPTP. The GEI Team has and continues to be committed to the respectful treatment of human remains and California law regarding the procedures for the reporting of the discovery of human remains on archaeological sites (see California Health and Safety Code §7050.5 and §7052 and California Public Resources Code §5097).

Site Testing
The GEI Team will conduct subsurface archaeological testing at the site to determine the spatial extent of the midden deposit, and to recover data contained within features and artifacts that could provide information on site integrity and temporal and cultural associations that will be used as a basis for assessing NRHP eligibility. In order to approach these questions of site size, integrity, cultural affiliations, and eligibility, a limited testing program, consisting of no more than two 1m x 1m test units and ten 50cm x 50 cm shovel test units will be excavated. In general, the shovel tests will provide additional data on site boundaries of the midden deposits. The 1m x 1m units will be placed in areas where features such as fire hearths, storage or house pits may be located and whose placement will be guided by preliminary examination of the disturbed deposits.

At the discretion of the field director, field archaeologists may also screen a percentage of the disturbed sediments in order to determine the density of artifacts and other cultural constituents present within this disturbed matrix as a comparison with possibly intact deposits within the site.

Laboratory Analysis
Cultural constituents recovered during site assessment will be subjected to laboratory analysis. These constituents may include flaked and ground stone artifacts, fresh water shell, faunal bone, charcoal, and possibly carbonized archaeobotanical remains. Artifacts will be cleaned, cataloged, and subjected to analysis in order to assess the data potential of
the site and the ability of the data to address issues of local and regional importance as outlined in the research design mentioned above. Once the testing and reporting phases of the project are complete, the artifacts will be delivered to a suitable permanent curation facility which requires a one-time storage and conservation fee. Because the complexity of the artifact assemblage is not known the attached budget presents a worst-case scenario. Therefore, the amount of effort required for laboratory analysis may be less than that contained within the budget, and would be reflected in the invoice accordingly.

Reporting

A detailed report will be prepared documenting the results of field investigations and laboratory analysis. At a minimum the report will follow the guidelines outlined in Archaeological Resource Management Reports (ARMR): Recommended Contents and Format (California Office of Historic Preservation (1990). The results of field and laboratory analysis will be presented and the data will be used to assess site significance. If found to be significant, recommendations for further work to mitigate or reduce future impacts to the site will be discussed. Depending on the results of the testing program, mitigation of impacts such as archaeological excavation and data recovery, and/or construction monitoring may be recommended.

One copy of the evaluation report will be provided to the Corps and the Three Rivers Levee Improvement Authority (TRLIA) for review and comment. The GEI Team will make appropriate revisions based on Corps and TRLIA comments. The report will then be forwarded by the Corps to the SHPO for concurrence on the findings and recommendations per Stipulation III(E) of the Memorandum of Agreement and Section C(3) of the HPTP.

Assumptions

This scope and budget is based upon several assumptions founded on observations made during the preliminary assessments conducted on November 5th and 6th of 2008. In the event that additional work is required beyond that outlined in this scope of work, a budget amendment will be required.

- It is assumed that no intact human interments will be encountered during subsurface excavations.
- It is assumed that the cultural deposit will not extend beyond one meter below the existing ground surface.
- It assumed that limited testing will be sufficient to determine significance and that additional testing to complete a determination of NRHP eligibility will not be required.
- It is assumed that the field work can be completed by a crew of four archaeologists over an eight day period. Inclement weather or restrictions to site access could extend this period.
TAB 4

Cost Estimate Tables
Table 1
Cost Summary - GEI Contract Amendment No. 10
Three River Levee Improvement Authority
Feather River Levee Repair Project

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Erosion Site 2 Design, Permitting and Construction Management</td>
<td>$223,194</td>
</tr>
<tr>
<td>Segment 1 Crack - Supplemental Investigations, Monitoring, and Reporting</td>
<td>$252,070</td>
</tr>
<tr>
<td>Segment 2 Cultural Resource Discovery on Flores Property</td>
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<tr>
<td><strong>Total Cost - Contract Amendment No. 10</strong></td>
<td><strong>$536,764</strong></td>
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**Note**
See Tables 2, 3, and 4 for estimated cost detail.
Table 2
Segment 1 Crack Supplemental Investigations, Monitoring, and Reporting Estimated Cost Beginning November 3, 2008

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<tr>
<th>Item</th>
<th>Estimated Cost</th>
<th>Total Estimate Cost</th>
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<tr>
<td><strong>Supplemental Investigations</strong></td>
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<td></td>
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<tr>
<td>Geologic Geologic and Geomorphologic Reconnaissance</td>
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<td></td>
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<tr>
<td>Geologic mapping crack and river bank</td>
<td>$3,024</td>
<td>$3,024</td>
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<td>Review of geologic and geomorphic information</td>
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<td>$1,512</td>
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<td><strong>Supplemental Field Investigations</strong></td>
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<td></td>
</tr>
<tr>
<td>Supplemental topography (assume none needed)</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Evaluate bathymetry / confirmation bathymetric surveys</td>
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<td>$7,200</td>
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<tr>
<td>5 additional CPTs</td>
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<td>1 additional boring (not including piezometers and inclinometers)</td>
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<td>Vane shear testing</td>
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<td><strong>Supplemental Laboratory Testing</strong></td>
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<td>Additional lab testing</td>
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<td>Additional instrumentation</td>
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<td>3 standpipe piezometers</td>
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<td>1 inclinometer</td>
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<td>2 push piezometers</td>
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<td>Compile survey data</td>
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<td>$1,200</td>
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<td>Compile QC records</td>
<td>$600</td>
<td>$600</td>
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<td>Additional Analyses (assume minor revisions to existing models)</td>
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<td>Updated analyses at full river stage</td>
<td>$1,440</td>
<td>$1,540</td>
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<td>Updated wedge analyses</td>
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<tr>
<td>Analyses evaluating water levels in Sheet Pond</td>
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<td>$1,540</td>
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<td>Analyses with crack filled with water</td>
<td>$1,440</td>
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<td><strong>Sub-Total, Supplemental Investigations</strong></td>
<td>$23,538</td>
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<td><strong>Reports and Meetings</strong></td>
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<td>Supplemental Work Plan</td>
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<td>Supplemental investigation results memo</td>
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<td><strong>Instrumentation Monitoring and Updates</strong></td>
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<td>Inclinometers (2 weeks)</td>
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<td>Survey Monuments (2 weeks)</td>
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<td>Crack width</td>
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<td>Evaluate data / prepare update</td>
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<td><strong>Subtotal, 2-week monitor cycle</strong></td>
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<td><strong>Assume November 2008 - April 2009 (multiply above number by 13)</strong></td>
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<td><strong>Subtotal</strong></td>
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<td>Total</td>
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Table 3
Erosion Site 2
Estimated Cost - Design, Permitting, Construction Management

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<tr>
<th>Item</th>
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<th></th>
<th></th>
<th>Total Estimate Cost</th>
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<td></td>
<td>Labor Cost</td>
<td>Subs</td>
<td>ODC's</td>
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<td>Design</td>
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<td>Test Pit Investigation</td>
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<td>Analyses (prop size, stability)</td>
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<td>Supplemental Specifications</td>
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<td>Permitting</td>
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<td>Biological Resources Survey</td>
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<td>Addendum to Segment 1 and 3 Construction Report / Record Drawings / O&amp;M Manual Addendum</td>
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<td>$137,712</td>
<td>$2,650</td>
<td>$223,194</td>
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</table>

Key Assumptions:
1) Construction of the erosion repairs will be added to an existing construction contract (i.e. Teichert or Nordic). Therefore preparation of contract documents and bidding is not included.
2) Permitting assumptions include:
   - CEQA Compliance via Initial Study / Mitigated Negative Declaration
   - NEPA Compliance via Nationwide Permit
   - No Corps 408 needed
   - CVFPB encroachment permit by others
3) Erosion repairs will be implemented concurrently with Segment 2 construction. Separate construction facilities will not be needed and CM staff efficiencies will be realized.
4) Construction duration of 4 weeks, 6 days per week, 10 hours per day.
5) Construction contract administration will be incidental to administration of current construction contracts.
6) Preliminary Drawing List:
   - Erosion Repair - Plan View
   - Typical Sections (2 sheets)
   - Erosion Protection Sections and Details
   - Miscellaneous Sections and Details
Table 4
Segment 2 Cultural Resource Discovery on Flores Property
Estimated Cost - Site Testing, Research and Reporting

<table>
<thead>
<tr>
<th>Item</th>
<th>GEI Labor Cost</th>
<th>Subs (EDAW)</th>
<th>GEI ODC's</th>
<th>Total Estimate Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Testing Including Mobilization</td>
<td>$0</td>
<td>$29,728</td>
<td>$0</td>
<td>$29,728</td>
</tr>
<tr>
<td>Laboratory Analysis</td>
<td>$0</td>
<td>$7,130</td>
<td>$0</td>
<td>$7,130</td>
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<tr>
<td>Draft Testing and Evaluation Report</td>
<td>$1,180</td>
<td>$10,350</td>
<td>$0</td>
<td>$11,530</td>
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<tr>
<td>Final Testing and Evaluation Report</td>
<td>$0</td>
<td>$3,370</td>
<td>$0</td>
<td>$3,370</td>
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<tr>
<td>EDAW ODC’s (Native American Monitor, Travel, Lab Testing, Courier)</td>
<td>$0</td>
<td>$9,743</td>
<td>$0</td>
<td>$9,743</td>
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<tr>
<td>Total</td>
<td>$1,180</td>
<td>$60,320</td>
<td>$0</td>
<td>$61,500</td>
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<td>TAB 5</td>
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<tr>
<td><strong>Standard GEI Fee Schedule</strong></td>
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</table>
FEESCHEDULE

Hourly Billing Rate

<table>
<thead>
<tr>
<th>Personnel Category</th>
<th>$ per hour</th>
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<tbody>
<tr>
<td>Staff Professional – Grade 1</td>
<td>$86</td>
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<tr>
<td>Staff Professional – Grade 2</td>
<td>$96</td>
</tr>
<tr>
<td>Project Professional – Grade 3</td>
<td>$106</td>
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<tr>
<td>Project Professional – Grade 4</td>
<td>$118</td>
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<tr>
<td>Senior Professional – Grade 5</td>
<td>$140</td>
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<tr>
<td>Senior Professional – Grade 6</td>
<td>$160</td>
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<tr>
<td>Senior Professional – Grade 7</td>
<td>$189</td>
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<tr>
<td>Senior Consultant – Grade 8</td>
<td>$212</td>
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<tr>
<td>Senior Consultant – Grade 9</td>
<td>$261</td>
</tr>
<tr>
<td>Senior Principal</td>
<td>$315</td>
</tr>
<tr>
<td>Senior CADD Drafter and Designer</td>
<td>$106</td>
</tr>
<tr>
<td>CADD Drafter / Designer and Senior Technician</td>
<td>$96</td>
</tr>
<tr>
<td>Technician, Word Processor, Administrative Staff</td>
<td>$78</td>
</tr>
<tr>
<td>Office Aide</td>
<td>$62</td>
</tr>
</tbody>
</table>

These rates are billed for both regular and overtime hours in all categories. Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subconsultants; subconsultants; chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fees for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees.

Billing Rates for CADD and Specialized Technical Computer Programs – Computer usage for CADD and specialized technical programs will be billed at a flat rate of $10.00 per hour in addition to the labor required to operate the computer.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate permitted by the Internal Revenue Service for tax purposes plus tolls and parking charges. When required for a project, four-wheel drive vehicles owned by GEI or the employee will be billed at a daily rate appropriate for these vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI’s invoice number.

STD Fee Schedule 2008  Effective December 29, 2007
Ms. Mary Jane Griego  
Chair, TRLIA  
1114 Yuba Street, Ste. 218  
Marysville, CA 95901

Dear Ms. Griego:

I have been requesting information and documents regarding TRLIA's request for $46.6 million from Yuba County and YCWA for the local share of what was represented to be the required amount from those entities in order to obtain a $138.51 million grant from State Proposition 1E funds for the FRLRP.

Once again I am requesting the information, documents and records under the California Public Records Act. More specifically, I request the following public information, records, and documents:

1. A precise description of the activities and work performed by TRLIA and its consultants, independent contractors, agents and staff between November 2006 and April 2008 in the amount of $19 million for which credit from the State Proposition 1E funds were requested.

2. All documents relating to the authorization to perform those activities and works approved by the TRLIA Board of Directors, including studies, staff reports, plans, specifications, agendas (including attachments and exhibits), resolutions, minutes, transcripts, recordings, contracts and change orders.

3. All documents that involve the authorization, appropriations, budget and written direction to expend the $19 million for the activities and work between November 2006 and April 2008.

4. All documents relating to the source of funds to pay the $19 million including the specific amounts from each source, including but not limited to State Proposition 13 money, developer/landowner with the actual amount of money paid, any loans or other grants of money, and the specific purpose for which the money was collected.
5. All documents relating to the completion dates for the activities and work, including any changes or modifications in the activities and work, funding mechanisms for each component or element of the activity and work.

6. All documents relating to the acceptance of the activities and work by the TRLIA Board of Directors.

7. All documents relating to the precise request and justifications submitted to the State for reimbursement or credit for any and all portions of the $19 million and the $14 million ultimately approved for credit.

8. All documents relating to the date, time and deposit for any and all of the $14 million received by TRLIA and/or the actual credit approved and adjusted on all accounting documents.

9. Explanation of why the $14 million credit was not provided as a part of TRLIA's contributions to the local share, thus reducing the bond borrowing by $14 million, so that Yuba County and YCWA would only be required to obtain $32.6 million in bond proceeds rather than $46.6 million.

Please contact me directly when copies of these documents are available for pick up. I will reimburse TRLIA for the reasonable copy costs.

[Signature]
Frances Hoffman