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

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

III CLOSED SESSION

Pending litigation pursuant to Government Code §54956.9(a) regarding the following:

1. TRLIA vs. Danna Investment Co. YCSCCVED 08-000024
2. TRLIA vs. Heir Family YCSCCVED 08-0000242
3. TRLIA vs. Khang YCSCCVED 07-0000313
4. TRLIA vs. Naumes, Inc. YCSCCVED 08-0000361
5. TRLIA vs. Thomas A. Rice, et al. YCSCCVED 07-0000633

IV 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. Prior to this time, speakers are requested to fill out a “Request to Speak” card and submit it to the Clerk of the Board of Supervisors.

V 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 meeting of October 20, 2009.

B Approve [lease agreement] with Yuba County Office of Education for administrative offices and authorize the Chair to execute same.

VI ACTION ITEMS

A Approve Amendment No. 1 to agreement with Kim Floyd Communications in the amount of $165,050 and authorize the Executive Director to execute same.

B Approve Amendment No. 3 to agreement with SCI Engineering in the amount of $34,750 for consulting services and authorize the Executive Director to execute same.

C Approve Amendment No. 1 to agreement with River Partners in the amount of $277,144 for monitoring and maintenance services on the Bear River setback and authorize the Executive Director to execute same.

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

In compliance with the 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 20, 2009

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 2:01 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Don L. Graham, Mary Jane Griego, and John Nicoletti. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chair Griego presided.

CLOSED SESSION

The Board retired into closed session at 2:02 p.m. to discuss the following:

Pending litigation pursuant to Government Code §54956.9(a) regarding the following:

1. TRLIA vs. Danna Investment Co. YCSCCVED 08-000024
2. TRLIA vs. Heir Family YCSCCVED 08-0000242
3. TRLIA vs. Thomas A. Rice, et al. YCSCCVED 07-0000633

The Board returned from closed session at 3:08 p.m. with all Board and staff members present as indicated above.

Counsel Schott Shapiro advised direction was given on both the Heir and Rice matters and no action was taken on the Danna matter.

ACTION ITEMS

1) Psomas Agreement/Surveying Services/$121,300: Upon motion of Director Nicoletti, seconded by Director Crippen, and unanimously carried, the Board approved an agreement with Psomas in the amount of $121,300 for surveying services and authorized the Chair to execute same.

2) Minutes: Upon motion of Director Nicoletti, seconded by Director Brown and unanimously carried, the Board approved the minutes of the special meeting of October 13, 2009 as written.
BOARD AND STAFF MEMBERS' REPORTS

Reports were received on the following:

Director Griego: Sacramento Bee article regarding red flag of permits in Natamos

Executive Director Paul Brunner:
  • October Newsletter
  • New map of construction phases
  • Olivehurst Town Hall meeting at Rio Del Oro School October 22, 2009
  • Olivehurst Senior Resource and Health fair October 23, 2009
  • Governor's press release on receipt funding for the Yuba River Project

Public Relations Manager Kim Floyd: Feather River Levee Ribbon Cutting Ceremony October 26, 2009 at Star Bend

Construction Manager Doug Handen provided progress on construction at following sites:
  • Segment 1 Crack Repair completion on Friday, October 23, 2009
  • Segment 3 Erosion Site completion expected Friday, October 23, 2009
  • Segment 2 at south tie-in completion expected Friday, October 23, 2009

Counsel Scott Shapiro: Central Valley Flood Protection Board meeting regarding policy on liability indemnification from joint powers authorities

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority Chair Griego adjourned the meeting at 3:28 p.m.

__________________________
Chair

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

__________________________
Approved: ________________
November 17, 2009

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
       Leslie Wells, Executive Assistant
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, 2009. 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, 2010. The lease can be extended beyond that date, if needed. The terms and conditions of the lease extension are the same as the current lease.

The current space that is leased area has two office spaces, a file storage area and a conference room. The office has an approximate useable 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 2010. If the lease needs to be extended another year then the rate will be adjusted to reflect the February 2010 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  

************************  
Page 1
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, 2010, 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, 2010 (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, supplies 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
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
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 or 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: November 30, 2009
RICHARD D. TEAGARDEN
Superintendent of Schools
Yuba County Board of Education
<table>
<thead>
<tr>
<th>Gross Lease Between Yuba County Office of Education Employment Development Department</th>
<th>LEASE EXHIBIT</th>
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<tbody>
<tr>
<td></td>
<td>SPACE ALLOCATION</td>
</tr>
<tr>
<td><strong>Business Service 10th Area (Public Business Centers)</strong></td>
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<td><strong>(1) Supervisor Office (100% of the)</strong></td>
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<td><strong>(17) 9'-X-12'-10' Workstations @ 85 SF ea.</strong></td>
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<td><strong>Yuba, Rocklin, &amp; Folsom Main Area</strong></td>
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<td><strong>5) Communication Center (100% of the)</strong></td>
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<td><strong>5) Communications Center (75% of the)</strong></td>
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<td><strong>2) Training Room (15% of the)</strong></td>
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<td><strong>1) Training Room (100% of the)</strong></td>
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<td><strong>Total Gross Area - Third Floor</strong></td>
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<td><strong>Total Gross Area - Fourth Floor</strong></td>
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<tr>
<td><strong>TOTAL BUILDING SPACE ALLOCATION</strong></td>
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<td><strong>TOTAL BUILDING SPACE AVAILABLE</strong></td>
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</tr>
<tr>
<td><strong>TOTAL BUILDING SPACE AVAILABLE</strong></td>
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<td><strong>3) Youth &amp; Family Services</strong></td>
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<td><strong>4) Training Area (50% of the)</strong></td>
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<td><strong>7) Conference Room (100% of the)</strong></td>
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<td><strong>8) Conference Room (15% of the)</strong></td>
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<td><strong>9) Conference Room (100% of the)</strong></td>
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<tr>
<td><strong>TOTAL REDEVELOPMENT BUILDING</strong></td>
<td>44,823</td>
</tr>
</tbody>
</table>
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
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: ________________________________
BOARD AND STAFF MEMBERS' REPORTS

Reports were received on the following:

Director Griego: Sacramento Bee article regarding red flag of permits in Natamos

Executive Director Paul Brunner:
- October Newsletter
- New map of construction phases
- Olivehurst Town Hall meeting at Rio Del Oro School October 22, 2009
- Olivehurst Senior Resource and Health fair October 23, 2009
- Governor's press release on receipt funding for the Yuba River Project

Public Relations Manager Kim Floyd: Feather River Levee Ribbon Cutting Ceremony October 26, 2009 at Star Bend

Construction Manager Doug Handen provided progress on construction at following sites:
- Segment 1 Crack Repair completion on Friday, October 23, 2009
- Segment 3 Erosion Site completion expected Friday, October 23, 2009
- Segment 2 at south tie-in completion expected Friday, October 23, 2009

Counsel Scott Shapiro: Central Valley Flood Protection Board meeting regarding policy on liability indemnification from joint powers authorities

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority Chair Griego adjourned the meeting at 3:28 p.m.

__________________________
Chair

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

__________________________ Approved: __________________
November 17, 2009

TO: Three Rivers Levee Improvement Board
FROM: Paul G. Brunner, Executive Director
SUBJECT: Consider Approving Amendment No. 1 to Existing Contract with Kim Floyd Communications for Public Outreach Activities

Recommended Action:
Approve Amendment No. 1 to the current Kim Floyd Communications contract in the amount of $165,050 for public outreach services through December 31, 2010 and authorize Executive Director to execute upon review and approval of General Counsel.

Background:
On August 17, 2009, TRLIA Executive Director awarded a Public Outreach contract to Kim Floyd Communications in the amount of $49,950. This contract award was done in order to retain the communication consulting skills of Kim Floyd, who had recently separated from LucyCo Communications. Ms. Floyd had been the primary and key representative at LucyCo for all the TRLIA outreach activities, so the retention of her services was deemed critical in order to avoid a lapse in TRLIA outreach efforts, such as: Arranging for and conducting the Feather River Ribbon cutting ceremony; providing valuable information on Flood Insurance to Yuba County residents; preparing TRLIA outreach material (e.g. Quarterly Newsletter, fact sheets, and maps); media relations related to construction activities and EIP funding; maintaining the project website; attending community events to provide project information, and more.

Discussion:
The scope and dollar value of the current TRLIA contract with Kim Floyd Communications was not sufficient to cover the level of effort needed to accomplish a successful quality outreach program. The proposed Amendment No. 1 for $165,050 will accomplish this goal. The contract is proposed to terminate on December 31, 2010, unless extended by the TRLIA Board. Described are the proposed tasks in the Amendment:

- **Events (2):** An event marking the groundbreaking on the Yuba River Project and a major celebration marking the completion of the 200-year flood protection program will be coordinated. In both cases, project team members, media, dignitaries and key stakeholders will be identified and invited to attend. Activities may include:
  - Coordination of two events marking significant project milestones
  - Event concepts/strategies
  - Talking points, agendas and event schedules
- Management of invite list, and distribution of event invitation (assumes use of client’s indicia for postage)
- Coordination between TRLIA and partner agencies
- Logistics coordination including rentals, nametags, food, refreshments, etc.
- Event on-site management

➤ **Hotline:** The 24/7 project hotline will be continuously maintained, to include updates to call logs and facilitation of follow up with concerned stakeholders. Direct costs include monthly hotline cell phone service plan, and will be included in the scope of this contract.

➤ **Media Relations:** Media relations will be conducted to share significant information about project milestones, construction-related impacts, and events. This task includes development and distribution of media releases and advisories, as well as phone contact to ensure information is effectively communicated. Focus will be given to additional opportunities for Opinion pieces in local print publications. In addition, the consultant will monitor Internet-based communication forums to identify issues, concerns, and trends in public opinion.

➤ **Quarterly Newsletter:** The consultant will write the content for and produce a quarterly TRLIA newsletter (four total) for countywide distribution. Assumes client will cover direct costs associated with postage through use of the County’s indicia.

➤ **Outreach Materials:** A full-color brochure about the four-phase construction program will be designed and produced for use with local, state, and federal audiences. This tool will be especially useful for participants on levee tours and for those who attend public forums. It will also be mailed to all property owners within the project area (assumes use of County’s indicia for mailing purposes). In addition, this task will cover the development and reproduction of up to 10 additional handouts, fact sheets, fliers, and information pieces, as needed.

➤ **Signage:** New construction signage will be developed for the Upper Yuba River Levee Improvement Project. The two 48”x96” “billboards” will advertise the improvements as a TRLIA project, and include the Hotline number and Web site for those seeking more information.

➤ **Stakeholder Outreach:** Outreach to the community has been a strong focus for TRLIA. The consultant will identify stakeholder/community meetings or events at which attendance would be beneficial for disseminating project information. In addition, this task will cover periodic levee tours for key decision makers and the general community.

➤ **Strategic Planning/Counsel:** A number of issues arise throughout the course of the program that require input and strategic counsel from a public outreach perspective. The consultant, upon request or through identified need, will work with the Authority to ensure that information about the program is being accurately relayed to and portrayed to the community.

➤ **Web Site:** The TRLIA Levee Improvement Project Web site will be continuously maintained throughout the life of the project. Weekly construction progress updates will be organized and posted, and all current news will be updated in a timely fashion. New pages for the Upper Yuba River Levee Improvements will include information on the project, weekly construction updates, news and announcements, and other information as
appropriate. This task includes direct costs for graphic design services, weekly site maintenance, and annual fees for Web site domain name and hosting.

➢ **Team Meetings:** Team meetings, to include occasional Board Meetings, weekly meetings during construction season, and meetings with project-team members, will be attended throughout the course of the project.

➢ **Incidentals:** Incidental costs, such as postage, copies, faxes, mileage, courier services, etc., will be billed as they are accrued, plus a standard mark-up of 15 percent. Only those incidental costs actually incurred will be billed.

**Fiscal Impact:**
The approved 2009/2010 TRLIA Budget contains this work. TRLIA currently has the funding for this agreement. This is a time and material contract and can be terminated at any time, with TRLIA only being obligated to pay for the work completed up to the time of termination. The total proposed contract dollar value with this amendment is $215,000 ($49,950 + $165,050).
FIRST AMENDMENT TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND KIM FLOYD COMMUNICATIONS

THIS FIRST AMENDATORY AGREEMENT is made and entered into this ___ day of ___ 2009, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("TRLIA") and Kim Floyd Communications ("CONSULTANT").

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Professional Services dated August 17, 2009 ("AGREEMENT");

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

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT.

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. The scope of services (Attachment A to the Agreement) is amended to expand the scope of work as described in a new scope of work dated November 4, 2009 (Exhibit A).

2. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment B) are amended to include the additional amount of $165,050 for a total contract amount of $215,000.

3. The termination date of the Agreement is extended to December 31, 2010.

All other terms and conditions contained in the Agreement shall remain in full force and effect.

This AMENDED AGREEMENT is hereby executed on this ___ day of ___ 2009.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

BY: ___________________________
    Paul Brunner, Executive Director

KIM FLOYD COMMUNICATIONS

BY: ___________________________
    Kim Floyd

APPROVED AS TO FORM:

ANDREA P. CLARK
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
GENERAL COUNSEL

[Signature]
Kim Floyd Communications
Three Rivers Levee Improvement Authority
Public Outreach Scope (November 2009 – December 2010)
11.4.09

Kim Floyd Communications will provide strategic Public Outreach services for the Three Rivers Levee Improvement Authority through December 2011. The following tasks and budget represent a 14-month time period and are consistent with past expenditures for these services. These services will be billed on a time and materials basis, not to exceed the total program cost.

Public Outreach tasks are likely to include, but are not limited to the following:

Events
An event marking the groundbreaking on the Yuba River Project and a major celebration marking the completion of the 200-year flood protection program will be coordinated. In both cases, project team members, media, dignitaries and key stakeholders will be identified and invited to attend.

Activities may include:
- Coordination of two events marking significant project milestones
- Event concepts/strategies
- Talking points, agenda and event schedule
- Management of invite list, and distribution of event invitation (assumes use of client's indicia for postage)
- Logistics coordination including rentals, nametags, food, refreshments, etc.
- Event on-site management

Hotline
The 24/7 project hotline will be continuously maintained, to include updates to call logs and facilitation of follow up with concerned stakeholders. Direct costs include monthly hotline cell phone service plan, and will be included in the scope of this contract.

Media Relations
Media relations will be conducted to share significant information about project milestones, construction-related impacts, and events. This task includes development and distribution of media releases and advisories, as well as phone contact to ensure information is effectively communicated. Focus will be given to additional opportunities for Opinion pieces in local print publications. In addition, the consultant will monitor Internet-based communication forums to identify issues, concerns, and trends in public opinion.

Quarterly Newsletter
The consultant will write the content for and produce a quarterly TRLIA newsletter (four total) for countywide distribution. Assumes client will cover direct costs associated with printing and mailing.

Outreach Materials
A full-color brochure about the four-phase construction program will be designed and produced for use with local, state, and federal audiences. This tool will be especially useful for participants on

Attachment A
levee tours and for those who attend public forums. It will also be distributed countywide (assumes use of County’s indicia for mailing purposes).

In addition, this task will cover the development and reproduction of up to 5 additional handouts, fact sheets, fliers, and information pieces, as needed.

**Signage**
New construction signage will be developed for the Upper Yuba River Levee Improvement Project. The two 48"x96" “billboards” will advertise the improvements as a TRLIA project, and include the Hotline number and Web site for those seeking more information.

**Stakeholder Outreach**
Outreach to the community has been a strong focus for TRLIA. The consultant will identify stakeholder/community meetings or events at which attendance would be beneficial for disseminating project information. In addition, this task will cover periodic levee tours for key decision makers and the general community.

**Strategic Planning/Counsel**
A number of issues arise throughout the course of the program that requires input and strategic counsel from a public outreach perspective. The consultant, upon request or through identified need, will work with the Authority to ensure that information about the program is being accurately relayed to and portrayed to the community.

**Web Site**
The TRLIA Levee Improvement Project Web site will be continuously maintained throughout the life of the project. Weekly construction progress updates will be organized and posted, and all current news will be updated in a timely fashion. New pages for the Upper Yuba River Levee Improvements will include information on the project, weekly construction updates, news and announcements, and other information as appropriate.

This task includes direct costs for graphic design services, weekly site maintenance, and annual fees for Web site domain name and hosting.

**Team Meetings**
Team meetings, to include occasional Board Meetings, weekly meetings during construction season, and meetings with project-team members, will be attended throughout the course of the project.

**Incidentals**
Incidental costs, such as postage, copies, faxes, mileage, courier services, etc., will be billed as they are accrued, plus a standard mark-up of 15 percent. Only those incidental costs actually incurred will be billed.

**Estimated Costs by Task**
<table>
<thead>
<tr>
<th>Task</th>
<th>Fees</th>
<th>Direct Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Events (2)</td>
<td>$24,000</td>
<td>$10,000</td>
<td>$34,000</td>
</tr>
<tr>
<td>Hotline</td>
<td>$5,600</td>
<td>$550</td>
<td>$6,150</td>
</tr>
<tr>
<td>Media Relations</td>
<td>$8,400</td>
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<td>$8,400</td>
</tr>
<tr>
<td>Newsletter (4)</td>
<td>$6,000</td>
<td>$29,500</td>
<td>$35,500</td>
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<td>Outreach Materials (6)</td>
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<td>Signage (2)</td>
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<td>$2,000</td>
<td>$3,500</td>
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<tr>
<td>Stakeholder Outreach</td>
<td>$10,000</td>
<td>N/A</td>
<td>$10,000</td>
</tr>
<tr>
<td>Strategic Planning/Counsel</td>
<td>$10,000</td>
<td>N/A</td>
<td>$10,000</td>
</tr>
<tr>
<td>Team Meetings</td>
<td>$14,000</td>
<td>N/A</td>
<td>$14,000</td>
</tr>
<tr>
<td>Website</td>
<td>$7,500</td>
<td>$7,000</td>
<td>$14,500</td>
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<tr>
<td>Incidental</td>
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<td></td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>SUBTOTALS</strong></td>
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<td><strong>$72,050</strong></td>
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<tr>
<td><strong>TOTAL 14-month Program Cost</strong></td>
<td></td>
<td></td>
<td><strong>$165,050</strong></td>
</tr>
</tbody>
</table>

Terms
TRLIA Hourly Rates
Principal - $100
Graphic Design – Flat fee by project

- This is a time and materials budget based upon a not-to-exceed cost. All projects will be billed at an hourly rate and will not exceed the budget without advance notice to and approval from client.
- Budget and hourly rates are based on a 14-month project. Rates will not be increased during that time period. Activities extending past that period will be subject to new cost estimates, if applicable.
- Sub-consultants will be employed, when needed, to effectively carry out the tasks as described in this scope of work. Sub-consultants will be billed on an hourly basis, but within the budget as defined in this scope.
- This budget does not include direct costs for postage.
- Cost estimate includes services outlined in this agreement and does not include services outside the scope of work as described. Any items/tasks outside of the budgeted scope will be billed on an hourly basis.
- Copy writing and design fees based on one round of major and two rounds of minor revisions after presentation of first draft.
- The costs are estimates and may actually be lower or higher for various components; the actual costs of each project category may also vary and, as a result, project funds may need to be shifted as necessary within, but not to exceed the project total.
November 17, 2009

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
        Ric Reinhardt, Program Manager
SUBJECT: Consider Approval of 3rd Contract Amendment with SCI for TRLIA Assessment District Administration

**Recommended Action:**
Approve $34,750 3rd contract amendment with SCI for additional consulting services, and authorize TRLIA's Executive Director to sign and execute the amendment once Counsel has reviewed.

**Discussion:**
This third amendment to SCI's contract covers additional effort by SCI to perform an additional survey for formation of the Levee and Flood Control Facilities Assessment District ($21,250) and to perform administrative tasks required to evaluate the first year’s assessment, update the assessment roll and Engineers Report for FY 10/11, provide general assessment administrative duties, and provide projected revenues for use in preparing the assessment budget for FY 10/11 ($13,500).

Now that the Assessment District has been formed, these ongoing tasks are required to update the assessment roll and provide information on projected assessment amounts to be used in preparing the next fiscal year budget. SCI has the experience with the TRLIA Assessment District and expertise to perform these tasks efficiently with high quality.

**Fiscal Impact:**
This amendment would increase the contract by $34,750 for services on a time and expenses basis, to a maximum amount not exceeding $183,800 ($149,050 previous contract amount + $34,750) without prior authorization by TRLIA. The additional survey will be paid by existing TRLIA funds ($21,250) and the expenses ($13,500) for this ongoing administration of the assessment district will be paid from assessment revenues.

**Attachments:**
1. SCI Amendment 3
THIRD AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
SCI Consulting Group

THIS THIRD AMENDATORY AGREEMENT is made and entered into this ___ day of November, 2009, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("TRLIA") and SCI Consulting Group, ("CONSULTANT").

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Professional Services dated September 25, 2006 ("AGREEMENT");

WHEREAS, TRLIA and CONSULTANT entered into the first Amendatory Agreement May 15, 2007;

WHEREAS, TRLIA and CONSULTANT entered into a second Amendatory Agreement January 29, 2008;

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

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Operative Provision 2 – TERM – shall be revised to change the Termination Date to December 31, 2010

2. Attachment B - PAYMENT - 8.1 BASE CONTRACT FEE of the AGREEMENT shall be revised to increase the maximum contract fee from $149,050 to $183,800.

3. Exhibit A – Scope of Services – Add the following:
   Phase IA: Opinion Research and Survey
   i. Design, print, mail and interpret a pre vote follow up survey to property owners in the proposed flood control area.

4. Exhibit A – Scope of Services – Add the following:
   Phase V: FY 10/11 Assessment District Administration
   a. Review the approved FY 09/10 Engineers Report and update it for FY10/11
   b. Prepare and submit a new assessment roll for FY10/11
   c. Provide assessment administration duties (e.g. responding to public inquires, working with government officials such as the Comptroller, providing support to TRLIA staff and Board)
d. Review actual FY09/10 assessments and provide TRLIA and RD784 with projected revenues in FY10/11 in May 2010, so that TRLIA and RD784 can prepare the assessment budget for FY10/11.

5. Exhibit B - FEE SCHEDULE - Phase IA (Opinion Research and Survey) of the AGREEMENT shall be increased by an additional $21,250 and revised to read "... shall be $41,750, payable ...

6. Exhibit B - FEE SCHEDULE - Add the following:

**Phase V (FY 10/11 Assessment District Administration):**
Continued Assessment District administration throughout fiscal year 2010/2011 shall be payable at the hourly rates listed above with total compensation not to exceed $13,500 without prior authorization from the Authority.

7. Exhibit B - FEE SCHEDULE - Phase IV (Levy Submittal and Administration) of the AGREEMENT shall be revised to read "Total All Phases $183,800 in lieu of $149,050.

All other terms and conditions contained in the Agreement shall remain in full force and effect.

This AMENDED AGREEMENT is hereby executed on this ___ day of November, 2009.

"TRLIA"  

"CONSULTANT"

Paul G. Brunner  
Executive Director  

John Bliss  
Vice President  

ATTEST:  
DONNA STOTTHEMEYER  
CLERK OF THE BOARD  

APPROVED AS TO FORM:  
SCOTT L. SHAPIRO  
THREE RIVERS LEVEE IMPROVEMENT GENERAL COUNSEL  

Andrea P. Conn for Scott Shapiro
November 17, 2009

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
        Anja Raudabaugh, Environmental Manager
SUBJECT: River Partners 1st Amendment to Bear River Setback Project, Long Term Monitoring and Maintenance

Recommended Action:

Approve a $277,141 contract amendment with River Partners for additional maintenance and monitoring services on the Bear River setback area and authorize Executive Director to sign and execute a once General Counsel has reviewed and approved.

Background:

River Partners was contracted by TRLIA to implement the environmental mitigation and restoration plan between the Bear River Setback Levee and the Bear River. TRLIA entered into a contract with River Partners in September 2006, and implementation work began in the fall of 2006. Restoration of the Bear River Setback area proceeded and has been completed in accordance with the conditions given to TRLIA under the California Endangered Species Act, Section 2081 permit, and the U.S. Army Corps of Engineers, Section 404 of the Clean Water Act, and Biological Opinion. The original contract amount for establishment, maintenance, and monitoring through 2009 was $4,276,800.00.

Once restoration work had been completed and documented as successful based on agency criteria, TRLIA is required to turn the property over to a state agency, the likely candidate being the Department of Fish and Game because of the influx of Proposition 13 funds to the Bear project. Discussions with the state have stalled for a number of reasons, financial and interagency issues on the State's end, and the transfer of the Bear property has not occurred. TRLIA staff anticipates the land transfer issues with the state will be worked out in the next few months.

One of the conditions of the Corps 404 permit is for TRLIA to establish an endowment for the long term maintenance of the Bear River Restoration Area. Once established the endowment would after 1 to 1 and half years (dependent on interest rate) be able to provide continuous yearly funding for the long term maintenance. To establish an endowment requires that the future state owner identify a third party land manager be identified. Since the state has not been able to work out which state agency will manage the land; they have not identified the third party land manager. Several years ago TRLIA estimated the cost of this endowment to be approximately $2 million. TRLIA has not been able to set aside this amount of money for the Bear River endowment until now; thus, once the endowment is established it will take months before the endowment will be able to fund the third party manager.
**Discussion:**

TRLIA’s proposed interim solution is to continue managing and monitoring the property per conditions of the state and federal permits until the land is transferred to the state, third party land manager is identified, and the endowment is ready to be used.

The original River Partners contract included 3 options, the last of which expired in October 2009. This contract is an amendment to the original contract and includes a much lower scope and cost than the previous contract.

**Fiscal Impact:**

The cost of this amendment is $277,141 over 18 months. The original expense was accounted for in funds contained within the Prop 13 DFG account. The additional funding will be drawn from Prop 13 retention funds and other contingency funds.

**Attachments:**

1. Contract Amendment 1
2. Exhibit A – New Scope of Work dated September 30, 2009
FIRST AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND RIVER PARTNERS

THIS FIRST AMENDATORY AGREEMENT is made and entered into this ____ day of ______ 2009, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("TRLIA") and River Partners ("CONTRACTOR").

RECITALS:

WHEREAS, TRLIA and CONTRACTOR entered into an agreement to provide Professional Services dated September 12, 2006 ("AGREEMENT");

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

WHEREAS, TRLIA and CONTRACTOR desire to amend the AGREEMENT.

NOW, THEREFORE, TRLIA and CONTRACTOR agree as follows:

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

The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and River Partners, dated September 12, 2006) is amended to expand the scope of work as described in a new scope of work dated September, 2009, to address the continuation of management and monitoring services on the Bear River setback property. 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 $277,141.00 for a total contract amount of $4,553,941.00. All other terms and conditions contained in the Agreement shall remain in full force and effect.

This AMENDED AGREEMENT is hereby executed on this ____ day of ____ 2009.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

BY: ___________________________
Paul G. Brunner
Executive Director

CONTRACTOR

BY: ___________________________
John Carlon, President, River Partners

APPROVED AS TO FORM:
SCOTT SHAPIRO
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
GENERAL COUNSEL
Exhibit A

Scope of Services

River Partners shall furnish all labor, materials, equipment and services for monitoring and maintaining the 639 acres of riparian and upland habitats and mitigation features associated with the Bear River Setback Levee Project located south of Marysville, California. Monitoring and maintenance activities will occur for the period of October 2009 to February 2011. Individual tasks are listed below in summary fashion.

Task 1: Maintenance of Management Units

Maintenance activities are defined for the following management units within the Bear River setback area to ensure the proper hydraulic functioning of the setback area; maintain high-quality habitat values consistent with regulatory and resource agency agreements; and meet requirements for protecting mitigation features:

1) Riparian Restoration Areas
2) Mitigation Areas
3) Floodplain Swale and Adjacent Floodplain
4) Low Hydraulic Roughness Areas

Riparian restoration and mitigation areas will be mowed to reduce weeds. Non-native invasive weed species will be removed each spring through focused chemical control. Spot-spraying with herbicide to kill invasive weed species, such as Arundo and Himalayan blackberry, will be conducted.

Maintenance activities (irrigation, spraying and mowing) will continue on the fields that were planted in the levee remnant areas and enhancement areas. Prior to February 2011 the remaining drip hose on site will be removed. The remaining well and all of it’s components will be left for TRLIA’s use at the end of the project.

The floodplain swale may develop dense stands of cottonwood and willow seedlings that will potentially trap sediments and may eventually alter the drainage of the swale. Therefore, some routine annual maintenance of the swale may be necessary. Routine maintenance will be restricted to minor activities to remove debris and fish-passage barriers, such as beaver dams and sediment-trapping vegetation, from the swale. As in the riparian restoration area, mowing and spot spraying with herbicide to kill invasive weed species as needed.

Native perennial grasses planted over the entire low hydraulic roughness area are intended to form a dense layer over the soil surface and help to discourage the establishment of woody species. A broadleaf
herbicide application and mowing during the spring and early summer will discourage small trees and shrub species and allow the native grasses to dominate. After a flood event, trash and debris shall be removed. Natural debris shall be evaluated to determine if it creates a hazard or inhibits flood conveyance. If the evaluation determines that the debris does not inhibit flow it will be left to provide wildlife value.

**Task 2: Monitoring of Corps 404 Mitigation Areas**

River Partners will monitor the mitigation sites' progress toward meeting the established success criteria for habitat function and value. The monitoring will include both quantitative surveys to check survival and percent cover, and qualitative surveys for overall condition and success of mitigation efforts. The performance criteria that will be used to determine mitigation area success are shown in Table 1.

The monitoring activities are summarized below:

- Annual general maintenance inspections will be conducted that include the assessment/remedy of any weed, vandalism, or erosion problems and trash removal.
- A monitoring biologist will conduct annual qualitative (reconnaissance and photo documentation) inspections.
- A monitoring biologist will conduct annual quantitative inspections (census or permanent plot sampling) to evaluate progression towards meeting the annual performance criteria.
- Monitoring reports will be submitted to the Corps annually by October 1 of each year.

**Table 1. Performance Criteria to Measure Emergent Wetlands Mitigation Success, Corps 404 Mitigation Area, Bear River Setback Levee Project.**

<table>
<thead>
<tr>
<th>Year</th>
<th>Survival of Trees and Shrubs (%)</th>
<th>Total Cover (%) of Wetland Indicator Species</th>
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<tr>
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</table>

**Task 3: Monitoring of VELB Mitigation Area**

A biologist will monitor elderberry transplants and associated native plants within the VELB mitigation area. The population of VELB, the general condition of the mitigation area, and the condition of the elderberry and associated native plantings in the conservation area will be monitored o
following the survey and monitoring procedures listed in the Conservation Guidelines for the Valley Elderberry Longhorn Beetle (USFWS 1999).

A minimum survival rate of at least 60 percent of the elderberry plants and 60 percent of the associated native plants must be maintained throughout the monitoring period. Within 1 year of discovery that survival has dropped below 60 percent, failed plantings will be replaced to bring survivorship above the success criteria.

Monitoring reports will be submitted annually by December 31 to US Fish and Wildlife Service and Department of Fish and Game.
## Bear River Phase IV O&M

### River Partners Proposal

**November 2009**

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Description</th>
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<tr>
<td>Task 1</td>
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<td>Riparian restoration and mitigation areas</td>
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<td>Task 3</td>
<td>Monitoring of VELB Mitigation Area</td>
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<td><strong>Total Bear River O&amp;M</strong></td>
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