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.

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

II  CLOSED SESSION

A. Pending litigation pursuant to Government Code §54956.9(a) - TRLIA vs. Luis YCSCCVED 10-0000903

II  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.

III  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 May 17, 2011.

IV  ACTION ITEMS

A. Adopt resolution amending and superseding Resolution No. 2010-6 and declaring necessity for acquisition of certain property interests of property identified as Assessor's Parcels Nos. 018-200-008, 018-200-007, 018-200-005, and 018-210-035 (Luis, Daniel and Luis, Anthony J. and Zelma B.) for the Upper Yuba River Levee Improvement Project.

B. Authorize Director Nicoletti and Executive Director Paul Brunner to attend the Flood Management Association Conference held September 6 – 9, 2011 in San Diego.

C. Approve assignment of Consulting Services Agreement with Capitol Public Finance Group, LLC to Seth Wurzel Consulting, Inc. and authorize the Executive Director to execute same.

D. Approve change order for River Partners in the amount of $35,560.79 and authorize the Executive Director to execute upon review and approval of Counsel.

V  BOARD AND STAFF MEMBERS' REPORTS

VI  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

MAY 17, 2011

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 3:40 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 McElhern, and Clerk of the Board of Supervisors/Secretary Donna Stottlemyer. Chair Griego presided.

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

II  CLOSED SESSION: The Board retired into closed session at 3:42 p.m. to discuss the following:

A. Conference with real property negotiator pursuant to Government Code §54956.8 - Negotiating Parties: TRLIA/Steinheimer/Morrison; Terms of Payment; regarding FRLRP Segment 1 for the following properties:

- 016-090-008 Valley View Land & Cattle Co.
- 016-120-008 Danna Properties
- 016-120-005 Danna Properties
- 016-060-019 Shoei Food USA, Inc.

B. Conference with real property negotiator pursuant to Government Code §54956.8 - Negotiating Parties: TRLIA/Steinheimer/Morrison; Terms of Payment; regarding FRLRP Segment 3 for the following properties:

- 013-010-046 J. Smith
- 013-010-001, 002, 020-360-054 LCWD
- 020-360-002 Khang
- 020-330-010 Wilbur
- 020-010-023 H. Smith
- 020-020-026 E Street MX, Inc.
- 020-201-009, 010 Arnold Craft
- 020-201-005 Quintilia Naranjo
- 020-201-003 Currier Family Trust
- 020-201-001 Susan R. LaGrand
- 020-171-014 Currier Family Trust
- 020-171-011, 012 Billy J. & Clara J. Bean
- 020-171-009 Javier Quintero & Ana
- 020-171-007 Jose V. Gomez
- 020-171-005 Jesse & Ruth Burns
- 020-171-003 Mary Lipscomb
- 020-171-001 Carol Miller
- 020-121-018 James & Nancy Blocker
- 020-121-016 Rosa Del Toro
- 020-121-021 Glenna N. Hromiko
- 020-121-012 Leopuldo & Luiza Ana Vasquez
- 013-010-045 Stewart
- 020-360-059, 060, 061 Cooper
- 020-330-008 State of California
- 020-330-007 RD 784
- 020-010-015 Wilbur
- 020-201-011 Alan Young/Alma Rodriguez
- 020-201-008, 012 Monty & Debra Hecker
- 020-201-004 Robert Hamilton
- 020-201-002 Ava Joy Clark
- 020-171-015 Mary Cress
- 020-171-013 Maria Mendoza, et al
- 020-171-010 Javier Quintero
- 020-171-008 Chad Playso
- 020-171-006 Daniel & Virginia Frizzel
- 020-171-004 Evangelina Cabrera
- 020-171-002 Delora & Deewayne Field
- 020-121-019 Jose & Magdalena Vasquez
- 020-121-017 Daniel A. Charter
- 020-121-015 Jothal LLC
- 020-121-020 Gracie La Fernandez
- 020-121-011 Russell & Janine Ensslin

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C. Pending litigation pursuant to Government Code § 54956.9(a) - Bains YCSCVVED 10-0000977

D. Pending litigation pursuant to Government Code § 54956.9(a) - Luis YCSCVVED 10-0000903 Pulled from consideration.

The Board returned from closed session at 4:15 p.m. with all present as indicated above. There was no report.

III PUBLIC COMMUNICATIONS: No one came forward.

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

MOTION: Move to approve      MOVED: John Nicoletti      SECOND: Jerry Crippen
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None          ABSTAIN: None          ABSENT: None

A. Approve minutes of the meeting of May 10, 2011. Approved.

V ACTION ITEMS

A. Waive conflict of interest in Downey Brand’s simultaneous representation of Three Rivers Levee Improvement Authority and Teichert Construction on unrelated matters. Assistant Counsel Scott McElhern recapped the need for the waiver and requested the authority to waive the conflict be delegated to the Executive Director.

Mr. Brunner advised in the event he was unable to waive the conflict of interest he would approach Yuba County to review the contract.

MOTION: Move to approve      MOVED: Jerry Crippen      SECOND: John Nicoletti
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None          ABSTAIN: None          ABSENT: None
Approve final contract changes to the agreement with Teichert Construction in the total amount of $4,347,595.50 and authorize the Executive Director to finalize and execute contract modification upon review and approval of Counsel. Executive Director Paul Brunner recapped prior change orders in the approximate amount of $7 million and current change orders requiring approval. Mr. Brunner responded to Board inquiries.

MOTION: Move to approve MOVED: John Nicoletti SECOND: Jerry Crippen
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None ABSTAIN: None ABSENT: None

B. Approve Amendment No. 13 to the agreement with Bookman-Edmonston/GEI Consultants in the amount of $668,980 and authorize the Executive Director to execute same. Executive Director Paul Brunner advised services are related to the 200-year compliance determination and potential unrelated support tasks.

MOTION: Move to approve MOVED: John Nicoletti SECOND: Jerry Crippen
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None ABSTAIN: None ABSENT: None

VI BOARD AND STAFF MEMBERS’ REPORTS: Reports were received on the following:

Director Nicoletti left the meeting at 4:37 p.m. and did not return.

Director Griego: Cap to Cap Conference May 6 - 11, 2011 regarding FEMA meeting on agricultural communities and floodplain mapping and meeting with Army Corps of Engineers regarding the Section 104 credit denial and the new Section 2003 credit process

Executive Director Paul Brunner:
- Signing of contract with Magnus Pacific for Upper Yuba Levee Improvement and State authorization to move forward with project
- Feather Floodway Corridor Grant application and construction

VII ADJOURN: 4:49 p.m. by Chair Griego.

__________________________
Chair

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

__________________________
Approved:

05/17/11 – TRLIA
THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY
1114 Yuba Street, Suite 218
Marysville, CA 95901
Office (530) 749-7841  Fax (530) 749-6990

June 7, 2011

TO:   THREE RIVERS LEVEE IMPROVEMENT BOARD OF DIRECTORS
FROM:  PAUL BRUNNER, EXECUTIVE DIRECTOR
        MICHAEL A. CHURCHILL, ESQ., SPECIAL COUNSEL
        BOB MORRISON, RIGHT-OF-WAY MANAGER
        LARRY DACUS, DESIGN MANAGER

SUBJECT:  CONSIDER ADOPTING AN AMENDED RESOLUTION OF NECESSITY
FOR ACQUISITION OF PROPERTY INTERESTS OWNED BY DANIEL J.
LUIS AND THE LUIS FAMILY REVOCABLE TRUST ALONG THE YUBA
RIVER SOUTH BANK LEVEE FOR THE UPPER YUBA RIVER LEVEE
IMPROVEMENT PROJECT

RECOMMENDATION:

That the Board of Directors adopt the attached proposed Resolution of Necessity for the
acquisition of certain property interests in properties bearing Assessor's Parcel Numbers, 018-
200-005, 018-200-007, 018-200-035, and 018-200-008 for the Three Rivers Upper Yuba River
Levee Improvement Project (the "Project"). The properties are currently owned by Daniel J.
Luis (parcel -008) and the Luis Family Revocable Trust (all other parcels). (The trustees and
likely primary beneficiaries of the trust are Daniel Luis’ parents, Anthony and Zelma Luis, who
reside on APN 018-200-005.)

The property interests proposed for acquisition are 5.594 acres in fee from the Luis Trust
properties, 1.004 acres in fee from Daniel Luis, plus a 0.771-acre Temporary Construction
Easement ("TCE"), a 0.013-acre Temporary Access Easement ("TAE"), and a 0.592-acre Utility
Easement ("UE") from Daniel Luis’ property. The proposed duration of the TCE and TAE is 15
months during the 2011 and 2012 construction seasons. The proposed acquisitions are
described, depicted, and defined in the following exhibits to the attached proposed Resolution of
Necessity:

- 018-200-005 and -007 – A-1-1, A-1-2
- 018-200-035 – A-2-1, A-2-2
- 018-200-008 – A-1, A-2, B-1, B-2, B-3, C-1, C-2, C-3, D-1, D-2, and D-3

BACKGROUND:

The Three Rivers Levee Improvement Authority (TRLIA) is preparing to carry out improvement
and repair work along an approximately 3.9-mile section of the South Bank Yuba River flood
protection levee from Simpson Lane to the Yuba Goldfields in Yuba County. The levee
improvements will include geometry corrections, a seepage berm, and several miles of seepage cutoff wall varying in depth from approximately 45 to 70 feet below existing ground level. The Board approved the Project and adopted a Mitigated Negative Declaration pursuant to the California Environmental Quality Act for it on April 20, 2010.

The Upper Yuba River Levee Improvement Project is one of the final pieces of TRLIA’S larger flood protection program that includes 29.3 miles of levee improvements in Yuba County. The entire 29.3 mile improvement program is necessary to restore 100-year flood protection to the portion of the county within Reclamation District 784, but TRLIA’s goal for the upgrades is to meet a higher 200-year flood protection standard. The State is providing the majority of the funding for the Project as part of its Proposition 1E Early Implementation Program (“EIP”). As with other EIP projects, the Project must comply with State Department of Water Resources’ standards for project design and real estate acquisition. Those standards require the acquisition of fee title to levee areas currently held by the State as easements and the acquisition of operation and maintenance (“O&M”) corridors extending fifteen feet from the water side levee toe and 50 feet from the land side toe, except where existing structures or infrastructure render the acquisition of such width infeasible and adequate alternative access exists for operation and maintenance of the levee. The O&M corridors will provide the State and RD 784 room to maintain the levee and conduct future flood fights.

The Daniel Luis and Luis Trust properties are located in Segment 3 of the Project, east of Dantoni Road. Mr. Luis’ property is on located on the water side of the levee with no direct access to any public road. The Luis Trust property is located on the land side of the levee on Griffith Road. Project improvements in Segment 3 will include removal of the top of the old levee, construction of a seepage cutoff wall, and reconstruction of the upper portion of the levee to current geometric standards. The improved levee will have a water-side slope of 3 to 1 horizontal to vertical and a land-side slope of 2 to 1 horizontal to vertical, a minimum of three feet of freeboard above the 200-year storm design water surface elevation, and a 20-foot wide crown. While most of Segment 3 of the Levee has sufficient freeboard at its current height, many areas are currently too narrow and/or too steeply sloped and must be widened.

On September 28, 2010, the Board adopted Resolution No. 2010-6, which authorized the acquisition of all of the property interests described above except for the Utility Easement. TRLIA’s Special Counsel filed an eminent domain action shortly thereafter and obtained an Order for Possession Before Judgment pursuant to a stipulation with counsel for the property owners in February of 2011.

At the time Resolution No. 2010-6 was adopted, TRLIA’s staff and consultants had not worked out utility relocation issues with PG&E and AT&T. A single pole line currently carries both PG&E electrical transmission wires and an AT&T phone line across APN 018-200-008, with the poles located in the toe of the levee embankment. The AT&T line terminates on parcel -008 but the PG&E line extends to serve the neighboring property to the northeast. In order to construct the seepage cutoff wall and new levee embankment, the poles must be relocated away from the levee. To comply with the applicable levee design standards, the new pole locations must be at least 15 feet from the toe of the levee.

**DISCUSSION:**

The four Luis family parcels have a combined total area of approximately 94.03 acres and are operated jointly as a 250 head dairy farm with supporting feed crop land. Dan Luis’ 14.09-acre parcel is located in the floodplain and the only apparent legal access to it is by crossing the Luis
Trust property and the levee. The primary use of Mr. Luis’ property is for growing corn silage for cattle feed, but he also stores farm equipment and vehicles on the property. The property also contains a mobile home located partially within the Project footprint that is rented to a tenant. (The tenant will be displaced by the Project next Spring as the mobile home will have to be relocated or removed. TRLIA is providing legally required relocation benefits to the tenant.) Prior to TRLIA moving forward with the Project, Mr. Luis received a cease and desist order from the Central Valley Flood Protection Board ordering him to remove the mobile home from the floodway because he has not obtained a required encroachment permit from the CVFPB. The CVFPB has since decided to hold enforcement proceedings in abeyance pending completion of TRLIA’s property acquisition.

Roughly 0.34-acres of the proposed 1.004-acre fee acquisition from Mr. Luis’ property is encumbered by the existing levee easements. The fee acquisition outside the existing easements is for the water side O&M corridor. One purpose of the O&M corridor is to provide a buffer between farming operations and the toe of the levee so that the levee is not damaged by farm equipment making turns at the end of crop rows.

The Project also requires the acquisition of a 0.771-acre TCE adjacent to the fee acquisition in the corn field portion of Mr. Luis’ parcel. The purpose of this TCE is to provide the contractor with working room and “lay down” space in a section of levee where working room on the other side of the levee is severely constrained by the presence of the Luis family dairy. In other words, it is necessary to acquire a slightly temporary property interest in Daniel Luis’ corn field in order to avoid causing significant negative impacts on his family’s dairy operation on the other side of the levee.

The very small (0.013-acre) TAE affects a corner of Mr. Luis’ property that is crossed by an adjacent farm road. As discussed below, TRLIA is acquiring TAEs across farm roads in the area for construction access and as “haul roads.” This particular haul road will also provide alternative access for Mr. Luis to his property during any times during Project construction when he will be unable to cross the levee from the Luis Trust property.

Based on an appraised value of $6500 per acre for the fee ownership interest outside the existing levee easements and $200 per acre per year for the TCE and TAE, TRLIA offered to purchase the required property interests from Daniel Luis for $8100 on September 1, 2010. A copy of TRLIA’s offer letter (without exhibits) is attached.

The three Luis Trust properties total 79.94 gross acres, of which TRLIA proposes to acquire 5.594 in fee. Of that area, 4.05 acres is already encumbered by existing levee easements. The proposed Resolution of Necessity includes maps depicting the properties and the portions subject to the proposed acquisition.

Based on an appraised value of $7000 per acre for the fee ownership interest outside the existing levee easements in parcel 018-200-005 and -007 and $9500 per acre for the same interest in parcel 035 (which is more valuable because it is within the East Linda Specific Plan), TRLIA offered to purchase the required property interests from the Luis Trust for $16,000 on September 1, 2010. A copy of TRLIA’s offer letter (without exhibits) is attached.

The Luis family dairy farm is one of the major constraints on the design and construction of the Project. One corner of the open-sided dairy barn is located within approximately a dozen feet of the toe of the existing levee and the barn is nearly parallel to it. The dairy operation requires daily truck access between the barn and the levee toe, as well as between the levee toe and the
corral east of the barn, and dairy vehicles frequently drive on the levee crown, and dairy cattle are sensitive to loud noises and other disturbances.

Recognizing that a myriad of complex and potentially serious issues would arise regarding the dairy, TRLIA’s Special Counsel and consultants reached out to the Luis family and started a dialogue at the time of the initial request for access for environmental surveys in the Summer of 2009. The Luis family quickly retained counsel who served as the single point of contact for the family. Over the last year, multiple meetings with the Luis family and their counsel have occurred at the Luis properties involving TRLIA’s Design Manager, project designers, Special Counsel, Executive Director, and other consultants. Numerous issues have been addressed at those meetings and a number of changes have been made in the design of the Project at the request of the Luis family. Those changes include modifications to the design of the access ramp at the east end of the dairy barn, changes in the acquisition boundary to the west of the dairy, and changes in Project specifications to require the contractor to maintain the ability of the adjacent property owners to cross the levee during as much of the work as much as possible. TRLIA’s Executive Director and Special Counsel have also worked with RD 784 to clarify what use the Luises and other farmers will be able to make of the O&M corridors in the future. In addition, Special Counsel and Mr. Brunner have worked with the Luises and their counsel to explore creative deal structures that would provide TRLIA with the property rights it needs to build the Project while preserving the Luis family’s ability to await until construction is complete to seek appropriate compensation for any economic or property damage that results from construction activity in close proximity to the dairy barn.

The design of the Project is based on three technical documents prepared by TRLIA’s consultant team. The first is Kleinfelder, Inc.’s Problem Identification Report, dated September 29, 2009. Upper Yuba Levee Improvement Project, Yuba River South Levee Evaluation, Simpson Lane to Yuba Gold Fields, Reclamation District No. 784, Yuba County, California. This report contains the results of geotechnical investigations and provides preliminary repair recommendations. Kleinfelder subsequently prepared its Revised Geotechnical Basis of Design, dated June 11, 2010. Upper Yuba Levee Improvement Project, Yuba River South Levee Evaluation, Reclamation District 784, Yuba County, California. This report contains additional analysis on the final repair recommendations.

The third technical document on which the Project design is based is HDR’s Upper Yuba Levee Improvement Project, 90% Design Submittal Design Documentation Report, Upper Yuba Levee Improvement Project, Yuba River Basin, California (Sta. 102+00 to Sta. 303+59), dated May, 2010. This report identifies the standards used in the design of the Project, describes the design assumptions and design criteria, summarizes the methods and results of the hydraulic and geotechnical analyses of the Project, and describes the key features of the improved levee.

All three documents are available for review on TRLIA’s website.

Sections of the existing levee adjacent to the Luis family dairy farm are too narrow and too steeply sloped to meet current levee standards. Therefore, geometry corrections in this area are an important part of the project.

The partial degradation of the existing levee for cutoff wall construction, subsequent reconstruction of the levee embankment after construction of the cutoff wall, and construction of the seepage berm will require a very significant grading and hauling operation. Over 300,000 cubic yards of material will be moved around the 3.9-mile long Project site during construction. Hauling such a large quantity of material a significant distance to the Project site would both be
costly and create undesirable amounts of truck traffic on nearby roads, so a material borrow site is being acquired on the land side of the levee just west of Brophy Road to minimize both expense and traffic. However, even with most of the necessary material coming from this nearby site, constructing the Project efficiently will require multiple vehicular access points for movement of equipment and material to and from different parts of the Project area.

No public roads cross the approximately 2.7-mile portion of the Project levee east of Dantoni Road (Construction Segments 3 and 4). As noted above, dairy cattle in the open-sided barn adjacent to the levee on the Luis family farm in the middle of Segment 3 are likely to be adversely impacted by construction traffic. To minimize the amount of construction traffic that passes through the dairy farm, TRLIA is acquiring TAEs across multiple farm roads for construction access to Segments 3 and 4 of the project. The proposed TAEs will provide access between widely separated areas on the Project and from the Project area to both Dantoni Road and Hammonton Smartville Road. The Final Environmental Assessment for the Project estimated that construction will require approximately 189 vehicle trips per day of construction activity. (See Section 3.12.2 at page 178.) The Final Environmental Assessment is available for review on TRLIA's web site.

As noted above, utility relocation agreements have only recently been worked out with PG&E and AT&T. PG&E has agreed to relocate its electrical power line and accept a 30-foot wide Utility Easement centered on new pole locations located 16 feet from the project design levee toe. AT&T has agreed to relocate its communications line to the new poles as well. Fourteen feet of the UE will overlap property TRLIA is acquiring from Daniel Luis in fee, but the other 16 feet in width must be acquired as a new Utility Easement with a total area of 0.592 acres. TRLIA is authorized to acquire the substitute easement pursuant to Code of Civil Procedure section 1240.330.

TRLIA offered to purchase the UE rights from Daniel Luis on June 2, 2011.

**FISCAL IMPACT:**

The approved appraised values for this property is within the TRLIA Board approved (March 16, 2010) land acquisition plan for the Upper Yuba River Levee Improvement Project. The funding to acquire this property is in the TRLIA cash flow and is available to be deposited to the State Treasurer's Condemnation Fund. The State will pay 70% of this expense as part of the Upper Yuba River Levee Improvement EIP funding agreement.
RESOLUTION NO. 2011-__

A RESOLUTION OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AMENDING AND SUPERSEDING RESOLUTION NO. 2010-6 AND DECLARING THE PUBLIC NECESSITY FOR THE TAKING OF CERTAIN PROPERTY FOR REPAIR, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF THE THREE RIVERS UPPER YUBA RIVER LEVEE IMPROVEMENT PROJECT (CODE CIV. PROC. § 1245.230)

WHEREAS, Three Rivers Levee Improvement Authority ("TRLIA") proposes to repair, construct, install, and maintain the Upper Yuba River Levee Improvement Project (the "Project"); and

WHEREAS, on September 28, 2010, TRLIA adopted Resolution No. 2010-6, a Resolution of Necessity for the acquisition of certain property interests from the parcels currently bearing Assessor's Parcel No.'s 018-200-008, 018-200-005, 018-200-007 and 018-210-035; and

WHEREAS, TRLIA's Special Counsel subsequently filed an action in eminent domain in the Yuba County Superior Court to acquire the property interests described and defined in Resolution No. 2010-6, which action is currently pending; and

WHEREAS, TRLIA has since determined that it also needs to acquire a replacement Utility Easement across a portion of the parcel currently bearing Assessor's Parcel No. 018-200-008 (the "UE") for Pacific Gas and Electric Corp. ("PG&E") and AT&T in order to accomplish certain utility relocation work necessary to complete the Project; and

WHEREAS, the property interests described and defined in Resolution No. 2010-6 together with the UE constitute the Property; and

WHEREAS, PG&E and AT&T have agreed to accept the UE and relocation of their respective facilities; and

WHEREAS, Assessor's Parcel No. 018-200-008 is owned by Daniel J. Luis; and

WHEREAS, TRLIA has advised Daniel J. Luis of the need for the Project and offered him an opportunity for a hearing before the TRLIA Board on June 7, 2011, pursuant to Section 1245.235 of the California Code of Civil Procedure; and

WHEREAS, the Board of Directors of TRLIA adopts this resolution in compliance with Section 1245.230 of the Code of Civil Procedure.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Property is to be acquired for the Project.

TRLIA is authorized to acquire property for the Project pursuant to, among others, the following statutes: Government Code section 25350.5, Water Code section 50930, and Code of Civil Procedure section 1240.330.

SECTION 2. The general location and extent of the Property to be acquired is set forth in the legal descriptions attached hereto as Exhibit A-1, Exhibit B-1, Exhibit C-1, Exhibit D-1, Exhibit A-1-1 and
Exhibit A-1-2, the accompanying parcel maps attached hereto as Exhibit A-2, Exhibit B-2, Exhibit C-2, Exhibit D-2, Exhibit A-2-1 and Exhibit A-2-2, and the accompanying definitions attached hereto as Exhibit B-3, Exhibit C-3, and Exhibit D-3 which are incorporated herein by this reference.

SECTION 3. The Board of Directors declares that it has found and determined as follows:

a. The public interest and necessity require the Project.

b. The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

c. The Property described in Exhibit A-1, Exhibit B-1, Exhibit C-1, Exhibit D-1, Exhibit A-1-1 and Exhibit A-2-1, depicted in Exhibit A-2, Exhibit B-2, Exhibit C-2, Exhibit D-2, Exhibit A-1-2 and Exhibit A-2-2, and defined in Exhibit B-3, Exhibit C-3, and Exhibit D-3 is necessary for the proposed Project.

d. The Utility Easement described in Exhibit D-1, depicted in Exhibit D-2, and defined in Exhibit D-3 is necessary for the purpose specified in Code of Civil Procedure section 1240.330. The acquisition of the Utility Easement is necessary as substitute property for PG&E and AT&T.

e. The offer of just compensation required by Government Code Section 7267.2 has been made to the owners of record of the Property.

f. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property described herein have been complied with by TRLIA.

g. TRLIA possesses the statutory authority to acquire the Property by eminent domain.

PASSED AND ADOPTED by the Board of Directors of the Three Rivers Levee Improvement Authority this 7th day of June, 2011, by a two-thirds (2/3) or greater vote as follows:

AYES:
NOES:
ABSTAIN:
ABSENT:

______________________________
CHAIRPERSON

ATTEST:

______________________________
Donna Stottlemyer, Secretary

APPROVED AS TO FORM
SCOTT L. SHAPIRO
GENERAL COUNSEL

BY: ________________________________
Exhibit 'A-1'

All that real property situate in the County of Yuba, State of California, being a portion of Lot 1 as shown on the plat of Boyer Tract 2, filed in the office of the County Recorder of Yuba County in Book 3 of Maps, Page 31, and being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1, from which a 1-1/2" iron pipe tagged LS 3341, marking the center of Section 15, Township 15 North, Range 4 East, M.D.M. bears North 89°59'50" East, 883.67 feet, and from which a 3/4" iron pipe marking the Southwest corner of said Section 15 bears South 33°25'14" West, 3242.54 feet; thence along the Southeasterly line of said Lot 1, South 40°35'50" West, 1350.02 feet; thence leaving said Southeasterly line, North 49°20'20" West, 13.76 feet; thence South 42°41'50" West, 320.14 feet; thence North 09°56'00" East, 17.49 feet; thence North 41°43'11" East, 9.68 feet; thence North 41°07'29" East, 304.48 feet; thence North 40°22'00" East, 168.61 feet; thence North 43°03'51" East, 69.69 feet; thence North 40°22'58" East, 238.97 feet; thence North 40°22'58" East, 167.59 feet; thence North 41°07'05" East, 50.61 feet; thence North 41°42'54" East, 106.84 feet; thence North 40°22'00" East, 364.59 feet; thence North 42°07'40" East, 133.74 feet; thence North 38°39'20" East, 17.50 feet more or less to a point on the North line of said Lot 1; thence along said North line, North 89°59'50" East, 34.99 feet to the Point of Beginning, containing 1.004 acres, more or less.

See Exhibit 'A-2' attached hereto and made a part of this description.

The basis of bearings for this description is the California Coordinate System, Zone II, NAD 83. Distances contained herein are ground distances. To obtain grid distances, multiply the distance by 0.9999115.

End of Description

Prepared by CTA Engineering & Surveying under the supervision of the undersigned

[Signature]

Portion of
APN 018-200-008

03/10/2010

Date

F:\0-CTA OFFICE\06-008-004 Yuba River Phase 4 for Bender Rosenthal\Word\Legal Descriptions\2010\018-200-008-Foc.doc
EXHIBIT "A-1-1"

All that real property situate in the County of Yuba, State of California, being a portion of Lot 2 as shown on the plat of Boyer Tract 2, filed in the office of the County Recorder of Yuba County in Book 3 of Maps, Page 31, being all that portion of that portion of said Lot 2 described in the deed to Anthony J. and Zelma B. Luis, recorded in Book 4930, Page 523, Official Records of Yuba County lying within the following described strip or parcel of land:

Beginning at a point on the North line of said Boyer Tract 2, from which a 1-1/2" capped iron pipe stamped LS 3341, marking the center of said Section 15 bears North 89°50'50" East, 762.30 feet, and from which a 3/4" iron pipe, marking the Southwest corner of said Section 15 bears South 35°10'25" West, 3310.94 feet; thence from said Point of Beginning, leaving said North line, South 39°58'42" West, 208.34 feet; thence South 54°18'24" West, 13.22 feet; thence South 38°51'23" West, 91.19 feet; thence South 39°56'08" West, 522.31 feet; thence South 09°50'53" West, 97.10 feet; thence South 74°29'35" West, 63.15 feet more or less to a point on the Westerly line of said Lot 5; thence leaving said West line South 74°29'35" West, 62.06 feet; thence South 56°28'51" West, 12.72 feet; thence South 42°28'12" West, 74.41 feet; thence South 38°53'53" West, 63.19 feet; thence South 40°07'57" West, 79.99 feet; thence South 41°00'33" West, 79.99 feet; thence South 41°13'23" West, 63.70 feet; thence South 41°38'50" West, 38.00 feet; thence South 41°41'54" West, 40.01 feet; thence South 40°49'00" West, 42.01 feet; thence South 40°31'19" West, 78.01 feet; thence South 38°38'23" West, 62.28 feet; thence North 87°37'00" West, 53.14 feet; thence South 41°58'31" West, 82.48 feet; thence South 43°28'07" West, 35.17 feet; thence South 44°32'11" West, 219.33 feet; thence South 47°40'26" West, 34.72 feet more or less to a point on the West line of said Lot 2; thence along said West line, North 01°55'26" East, 76.15 feet more or less to the Northwest corner of said Lot 2; thence along the North line of said Lot 2, North 44°00'50" East, 194.17 feet; thence North 40°35'50" East, 1674.12 feet more or less to the Northeast corner of said Lot 2 and the Northwest corner of Lot 3 of said Boyer Tract 2; thence along the North line of said Lot 3, North 40°35'50" East, 760.90 feet more or less to a point on the North line of said Boyer Tract 2; thence along said North line, North 89°50'50" East, 121.37 feet to the Point of Beginning. The area within said Lot 2 contains 3.137 acres, more or less.

See Exhibit 'A-1-2' attached hereto and made a part of this description.

The basis of bearings for this description is the California Coordinate System, Zone II, NAD 83. Distances contained herein are ground distances. To obtain grid distances, multiply the distance by 0.9999115.

End of Description

Prepared by CTA Engineering & Surveying under the supervision of the undersigned

[Signature]

Kevin A. Heaney, PLS 5974

Portion of
APN 018-200-005 & 007

07/30/2010

Date

F:\DTA OFFICE\06-000-884 Yuba River Phase 4 for Bender Rosenthal Ward Legal Descriptions-20110618-200-007-Fee doc
EXHIBIT "A-2-1"

All that real property situate in the County of Yuba, State of California, being a portion of Lots 1 and 2, as shown on the plat of the "Boyer Tract 1", filed in the office of the County Recorder of Yuba County in Book 3 of Maps, Page 25 and being more particularly described as follows:

Commencing at a point on the North line of said Lot 1, from which a brass cap set in a monument well at the intersection of Dantoni Road and Hampton-Smartsville Road bears South 38°58'32" West, 4167.94 feet and from which a 3/4" iron pipe marking the corner common to Sections 15, 16, 21 and 22, Township 15 North, Range 4 East, M.D.M. bears South 00°42'39" East, 467.90 feet; thence along the North line of said Lot 1, South 76°02'50" West, 253.55 feet to the Point of Beginning; thence continuing along the North line of Lot 1, South 76°02'50" West, 403.45 feet; thence South 81°26'37" West, 666.34 feet more or less to the Northeast corner of said Lot 2; thence along the North line of said Lot 2, South 76°46'58" West, 131.35 feet; thence leaving said North line, South 00°36'46" East, 89.14 feet; thence North 81°43'03" East, 16.47 feet; thence North 81°04'28" East, 485.70 feet; thence North 79°11'18" East, 352.17 feet; thence North 73°50'11" East, 270.65 feet; thence North 67°56'08" East, 96.18 feet; thence North 12°49'21" West, 61.86 feet to the Point of Beginning, containing 2.457 acres, more or less.

See Exhibit 'A-2-2' attached hereto and made a part of this description.

The basis of bearings for this description is the California Coordinate System, Zone II, NAD 83. Distances contained herein are ground distances. To obtain grid distances, multiply the distance by 0.9999115.

End of Description

Prepared by CTA Engineering & Surveying under the supervision of the undersigned

[Signature]

Kevin A. Heenen, PLS 5914

02/10/2010

Portion of:

APN 018-210-035
The basis for bearings shown hereon is the California Coordinate System, zone II, NAD 83. Distances shown hereon are ground distances. Multiply ground distance by 0.999915 to obtain grid distances.

**EXHIBIT "A-2-2"**

**OWNER:** Luis Family Revocable Living Trust  
**A.P.N.:** 018-210-035  
**AREA:** FEE TITLE = 2.457 Ac. TOTAL AREA WITHIN SSJDD ESMT'S. = 1.200 AC.

**DRAWN BY:** KAH  
**SHEET** 1 of 1  
**SCALE:** 1" = 300'  
**JOB NO.:** 05-004-004  
**THREE RIVERS LEVEE IMPROVEMENT AUTHORITY**  
Proposed Acquisition for **Upper Yuba Levee Improvement Project**

**License:** L12914  
**Signature:** KEVIN K. REESE  
**Date:** 3/10/2010

**CTA** Engineering & Surveying  
**COUNTY OF YUBA**  
**STATE OF CALIFORNIA**
Exhibit 'B-1'

All that real property situate in the County of Yuba, State of California, being a portion of Lot 1 as shown on the plat of Boyer Tract 2, filed in the office of the County Recorder of Yuba County in Book 3 of Maps, Page 31, and being more particularly described as follows:

Commencing at the Northeast corner of said Lot 1, from which a 1-1/2" iron pipe tagged LS 3341, marking the center of Section 15, Township 15 North, Range 4 East, M.D.M. bears North 89°59'50" East, 883.67 feet, and from which a 3/4" iron pipe marking the Southwest corner of said Section 15 bears South 33°25'14" West, 3242.54 feet; thence along the Southeasterly line of said Lot 1, South 40°35'50" West, 1350.02 feet; thence leaving said Southeasterly line, North 49°20'20" West, 13.76 feet; thence South 42°41'50" West, 320.14 feet; thence North 09°56'00" East, 17.49 feet to the Point of Beginning; thence continuing North 09°56'00" East, 82.88 feet; thence North 40°26'17" East, 661.61 feet; thence North 89°17'44" East, 75.97 feet; thence South 40°22'58" West, 238.97 feet; thence South 43°03'51" West, 69.69 feet; thence South 40°22'00" West, 168.61 feet; thence South 41°07'29" West, 304.48 feet; thence South 41°43'11" West, 9.68 feet to the Point of Beginning, containing 0.771 acres, more or less.

See Exhibit 'B-2' attached hereto and made a part of this description.

The basis of bearings for this description is the California Coordinate System, Zone II, NAD 83. Distances contained herein are ground distances. To obtain grid distances, multiply the distance by 0.9999115.

End of Description

Prepared by CTA Engineering & Surveying under the supervision of the undersigned

[Signature]

Kevin A. Heeley, PLS 5914

Portion of APN 018-200-008

03/10/2010 Date

[Stamp]
EXHIBIT “B-3”

TEMPORARY CONSTRUCTION EASEMENT

An exclusive temporary construction easement for ingress and egress, construction staging areas, storage of machinery and equipment, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the Upper Yuba Levee Improvement Project, on, over, and across certain real property owned by DANIEL J. LUIS (“OWNER”), located in Yuba County, California and as more particularly described on Exhibits "B-1" and "B-2" (“TCE Area”), attached hereto for the purpose of installing, constructing and/or improving certain levee and other public facilities located on adjacent and nearby property, and demolition of structures thereon, and accomplishing all necessary incidents and appurtenances thereto (“Project”).

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY (“TRLIA”) shall move structures and fences and replace “in like kind” all fences, gates, irrigation facilities, and driveways that are destroyed or damaged. TRLIA, from time to time, may erect and maintain temporary fences and may exclude persons or other uses of all or a portion of the TCE Area if, in TRLIA’s sole discretion, the presence of said persons or other uses would be hazardous or would hinder TRLIA’s activities related to the Project. The construction easement herein described on Exhibits “B-1” and “B-2”, shall extend for a period of fifteen months, limited to periods of time consisting of the annual construction season which spans from April 1 through November 15 of each year, beginning on the date so ordered by the Court.
Exhibit ‘C-1’

All that real property situate in the County of Yuba, State of California, being a portion of Lot 1 as shown on the plat of Boyer Tract 2, filed in the office of the County Recorder of Yuba County in Book 3 of Maps, Page 31, and being more particularly described as follows:

Beginning at a point on the North line of said Lot 1, from which a 1 ½" iron pipe tagged LS 3341, marking the center of Section 15, Township 15 North, Range 4 East, M.D.M. bears North 89°59'50" East, 1770.56 feet; thence from said Point of Beginning, along the North line of said Lot 1, North 89°59'50" East, 106.59 feet; thence leaving said North line, South 84°29'15" West, 93.69 feet; thence South 89°28'49" West, 14.93 feet; thence North 09°56'00" East, 9.27 feet to the Point of Beginning, containing 0.013 acres, more or less.

See Exhibit ‘C-2’ attached hereto and made a part of this description.

The basis of bearings for this description is the California Coordinate System, Zone II, NAD 83. Distances contained herein are ground distances. To obtain grid distances, multiply the distance by 0.9999115.

End of Description

Prepared by CTA Engineering & Surveying under the supervision of the undersigned

Kevin A. Heaney, PLS 5914

Portion of:
APN 018-200-008

09/23/2010 Date

State of California
THE BASIS FOR BEARINGS SHOWN HEREOF IS THE CALIFORNIA COORDINATE SYSTEM, ZONE II, NAD 83. DISTANCES SHOWN HEREOF ARE GROUND DISTANCES.
MULTIPLY GROUND DISTANCE BY 0.999915 TO OBTAIN GRID DISTANCES.

EXHIBIT 'C-2'
OWNER: Luis, Daniel J.
APN: 018-200-008
AREA: TEMPORARY ACCESS EASEMENT = 0.013 Ac.

DATE: 03/16/2010
DRAWN BY: KAH
SCALE: 1"=200'
JOB NO.: 0000-004

RECOMMENDED FOR
Upper Yuba Levee Improvement Project
COUNTY OF YUBA
STATE OF CALIFORNIA

Three Rivers Levee Improvement Authority

Date: 03/23/2010
EXHIBIT “C-3”

TEMPORARY ACCESS EASEMENT

A non-exclusive temporary access easement for ingress and egress on, over, and across certain real property owned by DANIEL J. LUIS (“OWNER”), located in Yuba County, California and as more particularly described on Exhibits "C-1" and "C-2" ("TAE Area"), attached hereto for the purpose of installing, constructing and/or improving certain levee and other public facilities located on adjacent and nearby property, and demolition of structures thereon, and accomplishing all necessary incidents and appurtenances thereto ("Project"). THREE RIVERS LEVEE IMPROVEMENT AUTHORITY ("TRLIA") shall repair or replace “in like kind” all fences, gates, irrigation facilities, driveways, and private roadways that are destroyed or damaged. The access easement herein described on Exhibits “C-1” and “C-2”, shall extend for a period of fifteen months, limited to periods of time consisting of the annual construction season which spans from April 1 through November 15 of each year, beginning on the date so ordered by the Court.
Exhibit ‘D-1’

All that real property situate in the County of Yuba, State of California, being a portion of Lot 1 as shown on the plat of Boyer Tract 2, filed in the office of the County Recorder of Yuba County in Book 3 of Maps, Page 31, and being more particularly described as follows:

Commencing at the Northeast corner of said Lot 1, from which a 1-1/2” iron pipe tagged LS 3341, marking the center of Section 15, Township 15 North, Range 4 East, M.D.M. bears North 89°59′50″ East, 883.67 feet, and from which a 3/4” iron pipe marking the Southwest corner of said Section 15 bears South 33°25′14″ West, 3242.54 feet; thence along the North line of said Lot 1, South 89°59′50″ West, 34.99 feet to the Point of Beginning; thence continuing along said North line, South 89°59′50″ West, 20.49 feet; thence leaving said North line, South 38°39′20″ West, 4.21 feet; thence South 42°07′40″ West, 133.50 feet; thence South 40°22′00″ West, 364.65 feet; thence South 41°42′54″ West, 106.73 feet; thence South 41°07′05″ West, 50.79 feet; thence South 40°22′58″ West, 406.28 feet; thence South 43°03′51″ West, 69.69 feet; thence South 40°22′00″ West, 168.88 feet; thence South 41°07′29″ West, 287.79 feet; thence South 09°56′00″ West, 30.70 feet; thence North 41°43′11″ East, 9.68 feet; thence North 41°07′29″ East, 304.48 feet; thence North 40°22′00″ East, 168.61 feet; thence North 43°03′51″ East, 69.69 feet; thence North 40°22′58″ East, 406.56 feet; thence North 41°07′05″ East, 50.61 feet; thence North 41°42′54″ East, 106.84 feet; thence North 40°22′00″ East, 364.59 feet; thence North 42°07′40″ East, 133.74 feet; thence North 38°39′20″ East, 17.50 feet to the Point of Beginning, containing 0.592 acres, more or less.

See Exhibit ‘D-2’ attached hereto and made a part of this description.

The basis of bearings for this description is the California Coordinate System, Zone II, NAD 83. Distances contained herein are ground distances. To obtain grid distances, multiply the distance by 0.9999115.

End of Description

Prepared by CTA Engineering & Surveying under the supervision of the undersigned

Kevin A. Heeney, PLS 5914

Date 05/31/2011

Portion of APN 018-200-008
EXHIBIT "D-3"

UTILITY EASEMENT

A perpetual nonexclusive pole line easement ("PLE") to erect, construct, reconstruct, replace, remove, maintain and use a line of poles with such wires and cables as the easement holder, its successors and assigns, shall from time to time suspend therefrom for the transmission and distribution of electric energy, and for communication purposes, and all necessary and proper crossarms, guys, anchors and other appliances and fixtures for use in connection with said poles, wires and cables, together with a right of way, on, along and in that certain portion of the parcel of land, situate in the County of Yuba, State of California, described in the deed from H. W. Zimmerman, Jr. to Daniel J. Luis ("OWNER"), dated June 14, 1991, and recorded as Recorder's Serial Number 91-7474 in the Official Records of Yuba County, more particularly described in Exhibit "D-1" and depicted on Exhibit "D-2" (APN 018-200-008).

Together with:

(a) the right of ingress to and egress from the PLE over and across the parcel of land described in said deed dated June 14, 1991 by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to OWNER, provided, that such right of ingress and egress shall not extend to any portion of said parcel of land described in said deed dated June 14, 1991 which is isolated from the PLE by any public road or highway, now crossing or hereafter crossing the parcel of land described in said deed dated June 14, 1991;

(b) the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within the PLE, and the further right, from time to time, to trim or cut down trees and brush along each side of the PLE which now or hereafter in the opinion of the easement holder may interfere with or be a hazard to the facilities installed hereunder, or as the easement holder deems necessary to comply with applicable state or federal regulations; and

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any poles constructed hereunder with any other number or type of poles either in the original location or at any alternate location or locations within the PLE.

OWNER reserves the right to use the PLE for purposes which will not interfere with easement holder’s full enjoyment of the rights hereby granted; provided that OWNER, its successors and assigns, shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within the PLE or diminish or substantially add to the ground cover in the PLE, or construct any fences that will interfere with the maintenance and operation of said facilities.
June 7, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director

SUBJECT: Authorize travel and travel expense for TRLIA Board Member John Nicoletti and TRLIA Executive Director to attend 2011 Annual FMA Conference in San Diego, CA.

**Recommended Action:**

Approve an amount not to exceed $3,000 for TRLIA Board Member John Nicoletti and the Executive Director to attend the Annual FMA Conference in San Diego, CA from September 6th to September 9th, 2011.

**Discussion:**

The Annual FMA Conference will bring together over 600 floodplain professionals to discuss adaptive strategies for implementing changing federal regulations affecting projects in the floodplain. The theme for this year is “Flood Risk Management in the 21st Century Cutting Edge Tools & Strategies in Planning, Integrated Design & Communication of Flood Risk”.

The conference provides an excellent forum to learn from fellow flood control professionals and share the outstanding work that has been accomplished by TRLIA and its partners (Yuba County, RD784, YCWA, and DWR) to a wide spectrum of professionals.

**Fiscal Impact:**

The cost of this trip will be included in the TRLIA 11/12 Budget. The conference and hotel costs for both are approximately $1,600. In addition there will be the costs of a flight, meals, mileage, airport parking, and transportation from San Diego Airport to the Conference (Sheraton San Diego Hotel & Marina), and then back to the San Diego Airport. The total cost for both is estimated as not to exceed $3,000.
THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY
1114 Yuba Street, Suite 218
Marysville, CA 95901
Office (530) 749-7841  Fax (530) 749-6990

June 7, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Scott Shapiro, General Counsel

SUBJECT: Assignment of Capitol PFG Contract to Seth Wurzel Consulting, Inc.

**Recommended Action**
Approve an Agreement assigning the Consulting Services Agreement between the Three Rivers Levee Improvement Authority (TRLIA) and Capitol Public Finance Group, LLC (Capitol PFG) to Seth Wurzel Consulting, Inc (SWC) and approve Executive Director to sign and execute agreement.

**Discussion**
On April 27, 2010 TRLIA entered into an Agreement for Consulting Services (Agreement) with Capitol PFG to provide comprehensive financial consulting services related to various aspects of TRLIA’s levee improvement program. That Agreement was modified by Board action on June 15, 2010 to extend the term, scope and budget to allow Capitol PFG to provide services until December 31, 2011. These services were originally provided by Economic & Planning Systems, Inc. (EPS) and transferred to Capitol PFG when TRLIA’s lead consultant, Seth Wurzel, left EPS to work for Capitol PFG. Seth now desires to start his own firm and with the full support of Capitol PFG the two firms desire to assign the Agreement to SWC.

As an integral part of TRLIA’s team implementing and administering TRLIA’s funding programs with the Department of Water Resources and TRLIA’s local partners, Seth’s involvement in the TRLIA levee improvement program is critical to its success. Seth possesses a depth of institutional knowledge that is not easily replaceable. TRLIA will continue to need the services provided upon Seth’s departure from Capitol PFG and Capitol PFG is supportive of the transition.

TRLIA General Counsel has reviewed and approved this agreement.

**Fiscal Impact:**
The contract is only being assigned to SWC and no other terms in the agreement, including the budget are being modified. Additionally, this is a time and materials contract which means the tasks under this contract can be terminated, suspended, or minimized at any time. Agreements are in place with the State and local sources to provide funding for this work.
3 Attachments:
1. Capitol PFG Consulting Service Contract dated May 1, 2010
2. First Amendment to Capitol PFG Agreement dated June 15, 2010
3. Proposed Assignment Agreement between TRLIA, Capitol PFG and SWC
AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT for professional services ("Agreement") is made as of the Agreement Date set forth below by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a political subdivision of the State of California ("the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY"), and Capitol Public Finance Group, the "CONSULTANT".

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: May 1, 2010

Termination Date: June 30, 2010

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

CONSULTANT understands and agrees that there is no representation, implication, or understanding that the services provided by CONSULTANT pursuant to this Agreement will be purchased by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY under a new agreement following expiration or termination of this Agreement, and CONSULTANT waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONSULTANT.

3. PAYMENT.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in

Attachment 1
Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. GENERAL PROVISIONS.

The general provisions set forth in Attachment "C" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

6. DESIGNATED REPRESENTATIVES.

Paul G. Brunner, Executive Director, is the representative of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and will administer this Agreement for the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. Seth Wurzel is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

7. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services
Attachment B - Payment
Attachment C - General Provisions
8. **TERMINATION.** THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONSULTANT shall each have the right to terminate this Agreement upon 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on [April 21, 2010]

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul G. Brunner, P.E.
Executive Director

CAPITOL PUBLIC FINANCE GROUP

Jeffrey S. Small, J.D.
Managing Director

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

[Andrea P. Clark's signature]
ATTACHMENT A

A.1  SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are described in the Scope of Work and Budget which is an Appendix to this Attachment A.

A.2.  TIME SERVICES RENDERED.

See Appendix.

A.3.  MANNER SERVICES ARE TO BE PERFORMED.

As an independent CONSULTANT, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not control the manner of performance.

A.4.  FACILITIES FURNISHED BY THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. In the event THREE RIVERS LEVEE IMPROVEMENT AUTHORITY requests that services be provided on-site, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY will provide a suitable work space for the consultant to work and, as needed, read-only access to TRLIA's cost accounting system for the purpose of retrieving cost data.
ATTACHMENT B

PAYMENT

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. As described in the Appendix to Attachment A, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONSULTANT a contract fee not to exceed $30,000; CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed $30,000 without an amendment to this Agreement approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Board of Directors.

B.2 TRAVEL COSTS. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY representative and then THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay THREE RIVERS LEVEE IMPROVEMENT AUTHORITY per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONSULTANT not authorized in this Agreement shall not be paid for by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. Payment for additional services shall be made to CONSULTANT by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY if, and only if, this Agreement is amended by both parties in advance of performing additional services.
ATTACHMENT C

GENERAL PROVISIONS

C.1 INDEPENDENT CONSULTANT STATUS. At all times during the term of this Agreement, the following apply:

C.1.1 All acts of CONSULTANT shall be performed as an independent CONSULTANT and not as an agent, officer or employee of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. It is understood by both CONSULTANT and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

C.1.2 CONSULTANT shall have no claim against THREE RIVERS LEVEE IMPROVEMENT AUTHORITY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C.1.3 CONSULTANT is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers’ Compensation and Medi-Care payments.

C.1.4 As an independent CONSULTANT, CONSULTANT is not subject to the direction and control of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY except as to the final result contracted for under this Agreement. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may not require CONSULTANT to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

C.1.5 CONSULTANT may provide services to others during the same period service is provided to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY under this Agreement.

C.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.

C.1.7 As an independent CONSULTANT, CONSULTANT hereby indemnifies and holds THREE RIVERS LEVEE IMPROVEMENT AUTHORITY harmless
C.2 LICENSES, PERMITS, ETC. CONSULTANT represents and warrants to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY to immediately terminate this agreement notwithstanding Operative Provision No. 8.

C.3 TIME. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

C.4 INSURANCE. Prior to rendering services provided by the terms and conditions of this Agreement, CONSULTANT or its sub CONSULTANTs shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, naming the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY'S officials and employees as additional insured (excluding workers' compensation and professional liability insurance), (hereinafter referred to as "the insurance"). The limits of insurance herein shall not limit the liability of the CONSULTANT hereunder.

C.4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement and shall provide that they may not be canceled without first providing THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with thirty (30) days written notice of such intended cancellation. If CONSULTANT fails to maintain the insurance provided herein, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

C.4.2 MINIMUM SCOPE OF INSURANCE. CONSULTANT shall procure insurance covering general liability, automobile liability, and workers' compensation. Coverage shall be at least as broad as:

(a) Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Risk
Manager prior to acceptance of the Agreement.

(b) Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto" and Endorsement CA 0029.

(c) Workers’ Compensation insurance as required by the Labor Code of the State of California.

(d) If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY approval.

C.4.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:

(a) General Liability and Automobile Liability Coverages.

(i) The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and its officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, leased, occupied, or used by the CONSULTANT; or automobiles owned, leased, hired, or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials or employees.

(ii) The CONSULTANT’S insurance coverage shall be primary insurance as respects the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials and employees. Any insurance or self-insurance maintained by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials and employees shall be excess of the CONSULTANT’S insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials and employees.

(iv) The insurance policy required by this clause shall be endorsed to state that the CONSULTANT’S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(b) Worker’s Compensation. The insurer shall agree to waive all rights of subrogation against the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials and employees.

(c) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or below minimum limits required under this Agreement except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

C.4.4 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII.

C.4.5 MINIMUM LIMITS OF INSURANCE. CONSULTANT shall maintain limits no less than:

(a) Commercial General Liability: One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury or property damage.

(c) Workers’ Compensation: Workers’ Compensation limits as required by the Labor Code of the State of California.

(d) Professional Errors and Omissions Liability (if required): Policy limits of not less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000)
annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500). Coverage may be made on a claims-made basis with a "Retro Date" either prior to the date of the Agreement or the beginning of the Agreement services. If claims-made, coverage must extend to a minimum of twelve-months beyond completion of the services. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the Agreement effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of services.

C.4.6 SUBCONSULTANTS. In addition to the above policies, if CONSULTANT hires a subCONSULTANT under this Agreement CONSULTANT shall include all subCONSULTANTs as insureds under its policies or shall furnish separate certificates and endorsements for each subCONSULTANT. All coverages for subCONSULTANTs shall be subject to all of the requirements stated herein. If CONSULTANT requires subCONSULTANTs to provide insurance coverage, then CONSULTANT shall be named as an additional insured under such policy or policies (excluding workers' compensation and professional liability insurance).

C.4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. At the option of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, either the insurer shall reduce or eliminate such deductions or self-insured retentions as respects THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers; or, the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C.4.8 VERIFICATION OF COVERAGE.

(a) CONSULTANT shall furnish THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY or on forms received and approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY before work commences. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY reserves the right to require complete, certified copies of all required insurance policies at any time.
(b) CONSULTANT shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONSULTANT has delivered the certificate(s) of insurance and endorsement(s) to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY as previously described. If CONSULTANT shall fail to procure and maintain said insurance, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONSULTANT to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY upon demand. The policies of insurance provided herein which are to be provided by CONSULTANT shall be for a period of time sufficient to cover the term of the Agreement, including THREE RIVERS LEVEE IMPROVEMENT AUTHORITY’S acceptance of CONSULTANT’S work. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, CONSULTANT will deliver to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

C.5 INDEMNITY. CONSULTANT shall defend, indemnify, and hold harmless THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT'S officers, agents, employees, CONSULTANTs, or subCONSULTANT's.

C.6 CONSULTANT NOT AGENT. Except as THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind THREE RIVERS LEVEE IMPROVEMENT AUTHORITY to any obligation whatsoever.

C.7 ASSIGNMENT PROHIBITED. CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

C.8 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to
perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from THREE RIVERS LEVEE IMPROVEMENT AUTHORITY of its desire for removal of such person or persons.

C.9 STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT’S profession.

C.10 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

C.11 TAXES. CONSULTANT hereby grants to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY the authority to deduct from any payments to CONSULTANT any THREE RIVERS LEVEE IMPROVEMENT AUTHORITY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

C.12 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

C.12.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

C.12.2 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

C.12.3 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by
CONSULTANT and approved by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY as work accomplished to date; provided, however, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY such financial information as in the judgment of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall be final. The foregoing is cumulative and does not affect any right or remedy which THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may have in law or equity.

CONSULTANT may terminate its services under this Agreement upon thirty (30) days written notice to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

C.13 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

C.14 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.
C.15 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, and CONSULTANT agrees to deliver reproducible copies of such documents to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY on completion of the services hereunder. The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

C.16 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

C.17 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

C.18 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

C.19 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

C.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

C.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

C.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
C.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

C.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

C.24 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

C.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

C.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

C.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

C.28 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

C.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

C.30 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

C.31 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is
obligated, which such breach would have a material effect hereon.

C.32 CONFLICT OF INTEREST. Neither a THREE RIVERS LEVEE IMPROVEMENT AUTHORITY employee whose position in THREE RIVERS LEVEE IMPROVEMENT AUTHORITY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT may be subject to the disclosure requirements of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT'S financial interest. The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Administrator shall determine in writing if CONSULTANT has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

C.33 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "THREE RIVERS LEVEE IMPROVEMENT AUTHORITY":

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
Paul G. Brunner, Executive Director
1114 Yuba Street, Suite 218
Marysville, CA 95901

If to "CONSULTANT":

Capitol Public Finance Group
Attn: Seth Wurzel
1900 Point West Way, Suite 273
Sacramento, CA 95815
Appendix to Attachment A
Scope of Work and Budget

1. Project Understanding

Capitol Public Finance Group represented by Seth Wurzel (CONSULTANT) has been requested to provide financial consulting services and support to the Three Rivers Levee Improvement Authority (TRLIA) for the purpose of administering all funding programs for levee improvements. These services are required to assist TRLIA in meeting its current contractual obligations under several agreements to fund levee improvements and provide general consulting services on an as needed basis. These agreements and funding mechanisms include, but are not limited to:

- All prior agreements between landowners and TRLIA for advanced funding and reimbursements (Landowner Agreements);
- The Three Rivers Levee Impact Fee Program;
- TRLIA Mello-Roos Community Facilities Districts 2006-1 and 2006-2;
- The “Agreement for Funding Between Three Rivers Levee Improvement Authority, County of Yuba, and Yuba County Water Agency” (YCWA/County Funding Agreement);
- The “Funding Agreement between the State of California Department of Water Resources and the Three Rivers Levee Improvement Authority for the Feather River Levee Improvement Project” (Feather River Funding Agreement); and,
- The “Funding Agreement between the State of California Department of Water Resources and the Three Rivers Levee Improvement Authority for the Upper Yuba Levee Improvement Project” (Upper Yuba Funding Agreement);

2. Scope of Work

The Scope of Work is divided into two tasks. Task 1 involves funding agreement administrative support related to the Feather and Upper Yuba Funding Agreements with the State. Task 2 involves support related to the funding agreements and mechanisms with and for landowners and Yuba County/ YCWA.

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

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

- Preparing quarterly work plans and progress reports and monthly statement of costs;
• Assisting with the preparation of Real Estate invoices and associated documentation;
• Assisting with development of a project cash flow that will be used to provide the necessary data required for quarterly work plans;
• Preparing supporting documentation needed to invoice the State;
• Reviewing invoices for confirm and apply proper cost coding;
• Coordinating with the Community Development and Services Agency to receive training on and obtain data from their in-house cost accounting management system;
• Attending meetings and required conference calls; and
• Providing, on an ad-hoc basis, technical analysis and data as needed.

It may be necessary for the CONSULTANT to provide services on-site on a semi-regular basis from time to time. In these instances, TRLIA will provide a suitable location at their location for the consultant to provide services.

Task 2: Local Funding Mechanism Administration

Task 2’s scope includes work associated with generating the required local share of funding for the remainder of TRLIA’s levee improvement program. This includes providing technical support associated with administering the YCWA/County Funding Agreement. In addition, TRLIA has provided technical support to the County associated with administration and as needed updates of the Three Rivers Levee Impact Fee. Additionally, CONSULTANT will provide technical support associated with the currently in place TRLIA Mello-Roos Districts. CONSULTANT’s work may include these:

• Continued administration of the currently in place TRLIA CFDs;
• Revising the current TRLIA levee fee nexus study, as needed, for feasible implementation;
• Providing analyses and technical information associated with joint YCWA/County borrowing;
• Providing technical support to TRLIA to prepare required documentation pursuant to the YCWA/County Funding Agreement;
• Attending meetings and required conference calls; and
• Providing, on an ad-hoc basis, technical analysis and data as needed.

3. Proposed Schedule

The performance period of this contract is from the date of execution of this contract through June 30, 2010 (the remainder of fiscal year 2010). The term of this agreement maybe extended as needed through a contract modification mutually agreed to by the parties.
4. Proposed Budget and Payment

The work defined in the scope of this proposal will be performed on a time-and-materials basis up to a specific maximum amount.

The total budget to provide all prior work for the listed scope of work for the initial contract period is $30,000. This is CONSULTANT’s estimate of the amount of budget that may be required to perform the above-listed scope of work. With this type of work, a moderate level of uncertainty is inherent, and this uncertainty is reflected in this budget. Consequently, the estimated budget may be in excess of or under the funds required to perform the requested work.

CONSULTANT will charge for services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, CONSULTANT will bill only for the work completed up to the authorized budget amount. CONSULTANT’s hourly billing rate is $175 per hour.

If additional work is required or requested, CONSULTANT will request authorization for additional budget with the understanding that terms would be negotiated in good faith. It is expected that this budget may be increased on an as-needed basis through a contract amendment process.

CONSULTANT will send request for payment to TRLIA on a monthly basis after the completion of services.
Request for payment will be sent to the following address:

Three Rivers Levee Improvement Authority
915 8th Street, Suite 125
Marysville, CA 95901
Attn: Accounts Payable
Task 1 Code: 3107 / 3125 - 3271
Task 2 Code: 3006 - 3061

Proper Cost Coding of time expended will be indicated on all requests for payment.
FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS FIRST AMENDATORY AGREEMENT is made as of the execution date set forth below by and between the Three Rivers Levee Improvement Authority, a California Joint Powers Authority (THREE RIVERS LEVEE IMPROVEMENT AUTHORITY), and Capitol Public Finance Group, (CONSULTANT).

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONSULTANT entered into an agreement on April 27, 2010 to provide professional consulting services ("AGREEMENT");

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

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

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

1. **APPENDIX A TO ATTACHMENT A, SCOPE OF WORK AND BUDGET.** Appendix A to Attachment A, Scope of Work, Sections 3 - Proposed Schedule and 4 - Proposed Budget and Payment shall be amended to reflect the amended Sections 3 and 4 to the Scope of Work and Budget described in Attachment A attached to this FIRST AMENDATORY AGREEMENT.

2. **OPERATIVE PROVISION 2 OF THE AGREEMENT, TERM.** Operative Provision 2 of the agreement shall be revised to extend the termination date of the Agreement from June 30, 2010 to December 31, 2011.

3. **ATTACHMENT B, ARTICLE B.1, BASE CONTRACT FEE.** Article B.1 shall be revised to increase the maximum not to exceed total contract fee of the Agreement from $30,000 to $300,000.

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

This FIRST AMENDATORY AGREEMENT is hereby executed on this 15 day of June 2010.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

[Signature]

Paul G. Brunner, P.E.
Executive Director

CAPITOL PUBLIC FINANCE GROUP

[Signature]

Jeffrey S. Small, J.D.
Managing Director

APPROVED AS TO FORM:

ANDREA P. CLARK
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL

[Signature]
Attachment A to First Amendment
Scope of Work and Budget

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

3. Proposed Schedule

The performance period of this contract is from the date of execution of this contract through December 31, 2011. The term of this agreement maybe extended as needed through a contract modification mutually agreed to by the parties.

4. Proposed Budget and Payment

The work defined in the scope of this proposal will be performed on a time-and-materials basis up to a specific maximum amount.

The total budget to provide all work for the listed scope of work for the contract period is $300,000. This is CONSULTANT’s estimate of the amount of budget that may be required to perform the above-listed scope of work. With this type of work, a moderate level of uncertainty is inherent, and this uncertainty is reflected in this budget. Consequently, the estimated budget may be in excess of or under the funds required to perform the requested work.

CONSULTANT will charge for services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, CONSULTANT will bill only for the work completed up to the authorized budget amount. CONSULTANT’s hourly billing rate is $175 per hour.

If additional work is required or requested, CONSULTANT will request authorization for additional budget with the understanding that terms would be negotiated in good faith. It is expected that this budget may be increased on an as-needed basis through a contract amendment process.

CONSULTANT will send request for payment to TRLIA on a monthly basis after the completion of services.
Request for payment will be sent to the following address:

Three Rivers Levee Improvement Authority
915 8th Street, Suite 125
Marysville, CA 95901
Attn: Accounts Payable

Task 1 Code: 3107 / 3125 - 3271
Task 2 Code: 3006 - 3061

Proper Cost Coding of time expended will be indicated on all requests for payment.
ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is made and entered into this FIRST day of June, 2011, by and between THREE RIVERS LEVEE IMPROVEMENT AUTHORITY ("TRLIA"), CAPITOL PUBLIC FINANCE GROUP, LLC ("Capitol") (collectively referred to as the “Assignors”), and SETH WURZEL CONSULTING, INC ("SWC") (the “Assignee”) (collectively “the Parties”)

RECITALS

A. The Assignors are currently party to the Agreement for Professional Services and First Amendment thereto attached as Exhibit A (the "Contracts"), pursuant to which the Assignors have contracted for professional financial consulting services;

B. The Assignors desire to assign to Assignee the Rights and Obligations held by Capitol pursuant to the Contracts (as defined below) and Capitol is prepared to assign, set over and transfer the same to Assignee, as hereinafter provided; and

C. The Assignee is prepared to accept and assume the Capitol's Rights and Obligations under the Contracts, as hereinafter provided.

D. The parties to this assignment have no knowledge of any concerns regarding the work performed to date and the parties agree that this assignment is for the mutual benefit of all of the parties;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS.

Each of the following terms, when used herein with initial capitals, shall have the meaning set forth for such term below or as provided for in this Agreement.

(a) "Capitol's Obligations" means all of the obligations and liabilities of Capitol under the Contracts.

(b) "Capitol's Rights" means all of the rights, titles, interests, estates, powers, and privileges of the Capitol under the Contracts.

2. ASSIGNMENT. Concurrently with the execution of this Agreement, Assignors hereby grant, transfer, set over and assign to Assignee the Rights and Obligations held by Capitol under the Contracts.

Attachment 3
3. **ACCEPTANCE OF ASSIGNMENT OF OBLIGATIONS.** Subject to the terms and conditions of this Agreement, Assignee hereby accepts the assignment hereunder and assumes and agrees to perform and be bound by all of Capitol’s Obligations.

4. **NOTICES.** All notices and demands of any kind which TRLIA or SWC may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

   If to TRLIA:
   
   THREE RIVERS LEVEE IMPROVEMENT AUTHORITY  
   Paul G. Brunner, Executive Director  
   1114 Yuba Street, Suite 218  
   Marysville, CA 95901

   If to SWC:
   
   Seth Wurzel Consulting, Inc.  
   51 Locust Street  
   Woodland, CA 95695

5. **AGREEMENT FOR BENEFIT OF PARTIES HERETO.** Except to the extent expressly provided herein, the terms of this Agreement are for the sole benefit of the Assignors and the Assignee and not for any other third party whatsoever.

6. **SEVERABILITY.** If any provision hereof shall be invalid, illegal or unenforceable under any Requirement of Law, the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

7. **ASSIGNMENT PROHIBITED.** Assignee may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

8. **GOVERNING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

9. **AMENDMENTS AND WAIVERS.** No term, covenant, agreement or condition of this Agreement may be terminated, amended or compliance therewith waived (either generally or in a particular instance, retroactively or prospectively) except by an instrument or instruments in writing, executed by each party hereto.
10. **HEADINGS.** The headings of the sections of this Agreement are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one agreement.

IN WITNESS WHEREOF, the undersigned have caused this Assignment Agreement to be executed as of the date first above written.

**THREE RIVERS LEVEE IMPROVEMENT AUTHORITY**

**CAPITOL PUBLIC FINANCE GROUP**

**By:** Paul G. Brunner, Executive Director

**By:** Jeffrey S. Small, J.D.
Managing Director

**SETH WURZEL CONSULTING, INC.**

Approved as to Form:

**By:** Seth Wurzel, President

**By:** TRLIA General Counsel
June 7, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Doug Handen, Construction Manager

SUBJECT: Feather River Setback Area
         Change Order to River Partners
         Phasing of Feather River Mitigation and Planting Project

Recommended Action

Authorize the Executive Director to amend the prior agreement with River Partners to include additional costs related to project phasing. The amount of the change order shall be $35,560.79.

Background and Discussion:

TRLIA entered into an agreement with River Partners, on July 15, 2010, to perform the Feather River Setback Mitigation and Planting Project. The amount of the agreement is $1,199,747. The agreement included the following planting and irrigation components:

- Flood Plain Swale
- Messick Lake
- Cultural Site
- Wind-Wave Buffer

The planting of the Flood Plain Swale, Messick Lake, and the Cultural Site was performed in the fall of 2010. The planting of the Wind-Wave Buffer could not be performed in 2010 as the Central Valley Flood Protection Board had not issued an encroachment permit to allow for the work. The CVFPB issued an encroachment permit for the Wind Wave Buffer on March 4, 2011.

The delay in the Wind Wave Buffer has led to increased costs covered by this change order. River Partners was required to store and maintain plant material due to the inefficiencies associated with the delay in commencing the Wind Wave Buffer work. In addition River Partners contract proposal for the work was based on performing the Wind Wave Buffer at the same time as the other three portions of the project.

The attached change order also includes the costs related to a change in the location from the pre-project identified water well to be used for the temporary irrigation of the Wind Wave Buffer. The original location for irrigation water was an existing well located approximately 2 miles north of Anderson Road which was abandoned. The revised well location is an existing well located approximately 1 mile north of Anderson Road. The new well location required additional pump and wiring work.
River Partners is currently working on the Wind Wave Buffer, including the installation of irrigation and soil preparation.

**Fiscal Impact:**

The contract amendment would increase the existing contract by be $35,560.79, to a maximum amount not exceeding a total contract of $1,235,307.79. This change order is covered by the Feather River EIP funding agreement and is fully funded.

Attachment:

River Partners Change Order Number 1
# Change Order

**Date:** 2/25/2011  
**Owner:** Three Rivers Levee Improvement Authority  
**Contractor:** River Partners  
**Project name:** Feather River Setback Mitigation & Planting  
**Change order number:** 1

Original contract date: 7-15-10

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Plant maintenance for 3,647 plants owned by TRLIA at $1.15/plant/month for the period of July 2010 thru May 2011. ($1.15 X 3,647 X 11)</td>
<td>$ 6,017.55</td>
</tr>
<tr>
<td>1.a. Plant maintenance for 3,045 plants owned by RP held for Buffer Planting at $1.15/plant/month for the period of November 2010 thru May 2011. ($1.15 X 3,045 X 7)</td>
<td>$ 3,197.25</td>
</tr>
<tr>
<td>2. Cold storage for cuttings taken February 2011 and stored until May 2011 planting, this includes packing, transporting from field and back, and inspection. ($200/month X 4 months)</td>
<td>$ 800.00</td>
</tr>
<tr>
<td>3. River Partners was required to change well locations, this change in location required a pump test ($3,000) to determine well production/capacity.</td>
<td>$ 3,953.00</td>
</tr>
<tr>
<td>4. Additional mobilizations/remobilization for Ground Prep, Irrigation Installation, Labeling, and Planting associated with the wind wave buffer strip.</td>
<td>$ 9,593.00</td>
</tr>
<tr>
<td>Cuttings are being held for approximately 4 months prior to planting; in River Partners' expertise extended cold storage of cuttings results in less vigorous plant material and a lower survivorship. In order to adapt to permitting delays this modification to the planting plan is necessary, but may result in higher than expected (bid) cutting mortality. River Partners requests to set aside $12,000 for replanting cuttings that are lost due to the extended stay in cold storage. Once RP performs an initial survivorship survey it will be possible to determine if these cuttings are lost. In the event that the census indicates a loss in cuttings we will need these dollars to harvest, and replant the dead cuttings.</td>
<td>$ 12,000.00</td>
</tr>
</tbody>
</table>

All of the above changes are the result of efficiencies lost due to delays that necessitated a phased implementation of the Feather River Setback Mitigation Planting.

The original contract sum was:  
```
$ 1,199,747.00
```

Net amount of previous change orders:  
```
0
```

Total original contract amount plus or minus net change orders:  
```
$ 1,199,747.00
```

Total amount of this change order:  
```
$ 35,560.80
```

The new contract amount including this change order will be:  
```
$ 1,235,307.80
```

( 0 ) Days

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**Contractor:**  
John Carlon, President, River Partners  
Contractor's Representative  
580 Vallombrosa Ave.  
Chico, CA 95926  
City, State, Zip  
2/25/2011  
Date

**Owner:**  
Paul Brunner, Executive Director, TRLIA  
Name  
1114 Yuba Street  
Address  
Marysville, CA 95901  
City, State, Zip  
Date

Signature