THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
Yuba County Government Center, Board Chambers
915 Eighth Street, Suite 109A
Marysville, California

SPECIAL MEETING
AUGUST 12, 2011 – 10:00 A.M.

No other business shall be conducted at this meeting. The public shall have an opportunity to address the Authority only with respect to items set forth in this agenda. Each individual or group will be limited to no more than five minutes. Prior to this time, speakers must fill out a “Request to Speak” card and submit it to the Clerk of the Board of Supervisors.

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

II  CLOSED SESSION
   A.  Real Property Negotiation pursuant to Government Code §54956.8 – Property: APN 020-410-001/
       Jason G. Allen Negotiator: TRLIA/Max Steinheimer/Bob Morrison Terms of Payment

III  ACTION ITEMS
   A.  Approve minutes of the meetings of July 19, 2011.
   B.  Adopt resolution approving Operation, Maintenance, Repair, Replace, and Rehabilitation Agreement
       with State of California for worked performed on the Feather River levee and to be performed on the
       Yuba River levee and authorizing the Executive Director to execute the agreement with Central
       Valley Flood Protection Board; and authorize the Executive Director to make minor conforming
       changes to same upon review and approval of Counsel.
   C.  Adopt resolution delegating authority to Executive Director to grant or deny potential conflicts of
       interest request of Downey Brand LLP and report to Board when authority has been exercised.
   D.  Approve Amendment No. 10 to agreement with HDR Inc. in the amount of $162,879 for engineering
       and construction management services and authorize Executive Director to execute same.
   E.  Authorize travel for Chair Griego to attend Floodplain Management Association 2011 Conference
       held September 7 – 8, 2011 in San Diego in an amount not to exceed $1,000.

IV  BOARD AND STAFF MEMBERS’ REPORTS

V  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

JULY 19, 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 3:30 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Don L. Graham, Mary Jane Griego, and John Nicoletti. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Griego presided.

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

II  PUBLIC COMMUNICATIONS: No one came forward.

III  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: Rick Brown
   AYES: John Nicoletti, Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego
   NOES: None  ABSTAIN: None  ABSENT: None

A. Approve minutes of the meeting of June 28, 2011. Approved as written.

IV  ACTION ITEMS

A. Adopt resolution updating and ordering levy of assessments within the Levee and Flood Control Facilities Assessment District for Fiscal Year 2011-2012. (Continued from June 28, 2011) Executive Director Paul Brunner recapped options and responded to Board inquiries.

Mr. Steve Fordice, Reclamation District General Manager, recapped budget reduction efforts and responded to inquiries.

Mr. Seth Wurzel, Financial Consultant, advised there are approximately 500 homes in Plumas Lake within two Mello Roos Districts which have a fixed 2 percent tax rate increase.

Responding to Board inquiries, Counsel Scott Shapiro advised the Board could defer the past Consumer Price Index (CPI) and state its intention not to exercise that in the future.

   MOTION: Move to adopt resolution to approve the 2010-11 CPI increase in the amount of 1.52 percent
   MOVED: Don Graham  SECOND: Rick Brown
   AYES: Don Graham, Rick Brown, John Nicoletti, Jerry Crippen, Mary Jane Griego
   NOES: None  ABSTAIN: None  ABSENT: None

B. Adopt resolution authorizing the Executive Director to execute the Operation, Maintenance, Repair, Replacement, and Rehabilitation agreement between Central Valley Flood Protection Board, Reclamation District 784 and TRLIA required under funding agreements with the State of California for work performed on the Feather River Levee and to be performed on the Yuba River Levee. Executive Director Paul Brunner recapped the ongoing operation and maintenance efforts and responded to Board inquiries.

Counsel Scott Shapiro recapped the mitigation obligations required by the State.

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

Adopted Resolution No. 2011-5 entitled: “A RESOLUTION BY THE BOARD OF DIRECTORS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY REGARDING THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT AND REHABILITATION AGREEMENT.”

C. Approve the proposed Feather Setback Area Plan to Reduce Risk and authorize the Executive Director to:

i. Execute a contract (via change order) with Teichert Construction in the amount of $20,000 to install signage in the Setback area and replace as needed for two years as recommended by the Security Expert.

ii. Execute contract with Sonitrol and Pacific Gas and Electric for the purchase, installation, and monthly service of video surveillance equipment and related electrical service in the Setback Area with the estimated cost for surveillance and electrical service at $100,000 for installation, and an annual maintenance cost of $9,600.

iii. Open the Feather River Setback area for limited public use upon the completion of the installation of public security measures and review by TRLIA’s security consultant.

Executive Director Paul Brunner presented a Power Point presentation on the following and responded to Board inquiries:
- Improvements on Broadway access ramp
- Security maintenance road
- Plan to reduce risk and liability

Construction Manager Doug Handen recapped signage to reduce liability risk, provide direction to approved access points, and the use of motion sensor cameras to monitor certain areas.

Responding to Board inquiries, Mr. Jack Kastorff, SBK Risk Services, advised signs would be in English.
MOTION: Move to execute contract with additional authority granted to Executive Director to combine resources with the county to offset costs
MOVED: John Nicoletti        SECOND: Rick Brown
AYES: John Nicoletti, Rick Brown, Don Graham, Jerry Crippen, Mary Jane Griego
NOES: None                  ABSTAIN: None         ABSENT: None

D. Adopt resolution delegating authority to the Executive Director to approve assignments under Second Agreement for Advanced Funding and Reimbursement of Costs for Levee Improvements dated August 29, 2006. Scott Shapiro recapped delegation of authority and responded to Board inquiries.

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

Adopted Resolution No. 2011-6 entitled: “A RESOLUTION BY THE BOARD OF DIRECTORS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY REGARDING THE DELEGATION OF AUTHORITY TO APPROVE ASSIGNMENTS UNDER THE SECOND FUNDING AGREEMENT.”

V    BOARD AND STAFF MEMBERS’ REPORTS

Executive Director Paul Brunner:
• Western Pacific Interceptor Canal (WPIC) Crack Maintenance
• Central Valley Flood Protection Board meeting Friday, July 22, 2011
• KVIE documentary
• Upper Yuba Levee Project

Financial Consultant Seth Wurzel: Community Facilities District 2001-1 and 2 Annual Tax Report

Design Manager Larry Ducas, MBK Engineering: Yuba Landslide Slope Scar

VI    ADJOURN: 3:55 p.m. by Chair Griego

________________________________________
Chair

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

________________________________________    Approved:
Rachel Ferris, Deputy Clerk

07/19/11 – TRLIA
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

JULY 19, 2011 – FINAL BUDGET HEARINGS

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 3:56 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Don L. Graham, Mary Jane Griego, and John Nicoletti. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Griego presided.

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

II PUBLIC HEARINGS – FINAL BUDGET FISCAL YEAR 2011/2012

A. Executive Director: Present overview and recommendation for Fiscal Year 2011/2012 Final Budget.

Executive Director Paul Brunner recapped the following and responded to Board inquiries:
- Levee toe access corridor program
- 200 year flood analysis based on new criteria from the state
- Goldfields hydraulic analysis
- Yuba Levee Finance Authority balance of approximately $7 million

Chair Griego opened the public hearing. No one came forward.

MOTION: Move to close public hearing and adopt the budget in the total amount of $23,045,237, for Fiscal Year 2011/2012
MOVED: John Nicoletti SECOND: Don Graham
AYES: John Nicoletti, Don Graham, Rick Brown, Jerry Crippen, Mary Jane Griego
NOES: None ABSTAIN: None ABSENT: None

III ADJOURN: 4:09 p.m. by Chair Griego.

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

Chair

Rachel Ferris, Deputy Clerk

07/19/11 – TRLIA

Approved:

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THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
1114 Yuba Street, Suite 218
Marysville, CA 95901
Office (530) 749-7841  Fax (530) 749-6990

August 12, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director  
       Scott Shapiro, General Counsel
SUBJECT: Re-Approval of Operation, Maintenance, Repair, Replacement, & Rehabilitation Agreement

Recommended Action:

Re-approve the resolution delegating to Executive Director the authority to execute the Operation Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R) Agreement required under the two funding agreements with the State of California for work performed on the Feather River Levee and to be performed on the Yuba River levee, including the Executive Director’s authority to make minor conforming changes.

Discussion:

Three Rivers Levee Improvement Authority (TRLIA) is completing the fourth and final phase of its efforts to bring the RD 784 basin to 200-year protection. As part of its efforts, it entered into two funding agreements with the State of California Department of Water Resources (DWR) for the State to provide hundreds of millions of dollars of funding. Each funding agreement provides that TRLIA must execute the OMRR&R Agreement or must provide a local maintaining agency willing to execute the Agreement.

In the OMRR&R Agreement TRLIA has agreed to several provisions: First, TRLIA has agreed to indemnify the State for the construction of the Feather and Yuba Projects. This indemnity has already been provided and is simply repeated here for convenience. Second, TRLIA has requested that if RD 784 fails to perform under the OMRR&R Agreement that TRLIA receive notice from the State of the failure and be given an opportunity to perform. The State has agreed. This provision gives TRLIA an opportunity to continue to play a key role in the performance of the Project for the protection of the basin but leaves RD 784 in the main and proper position as the operating and maintaining agency. Also, the OMRR&R restates TRLIA’s existing relationship and obligations to each of the mitigation features of the project and makes clear that the OMRR&R Agreement does not affect that relationship or obligation.

At the July 19, 2011 TRLIA Board meeting the Board approved signing the OMRR&R agreement and delegated the authority to sign to the Executive Director. The CVFPB approved the OMRR&R agreement at their July 22, 2011 meeting, but requested a few changes in the agreement that related to TRLIA. TRLIA staff has been working with the CVFPB staff and have reached agreement on the attached agreement. The previous version of the OMRR&R
Agreement that the Board approved at its last meeting referenced TRLIA’s obligations to operate and maintain those portions of the levees it touches, as provided by each encroachment permit that has been issued to it. Central Valley Flood Protection Board staff requested that instead of merely referencing those previous obligations, this Agreement restate them, so that the universe of obligations is stated in a single document. The draft now attached restates the obligations rather than merely referencing them. There is no need for RD 784 to re-approve the OMRR&R Agreement as its obligations have not changed in this draft.

Execution of the OMRR&R Agreement will allow proper closeout of the Project funding agreements and insure that DWR’s funding is not interrupted. Under the funding agreement for the Yuba River levee improvements, the State cannot disburse more than 25% of the funds until this agreement is signed. Central Valley Flood Protection Board staff and legal counsel have prepared the OMRR&R Agreement with input of TRLIA counsel.

**Fiscal Impact:**

It is not expected that this action will have any fiscal impacts as TRLIA’s decision to perform O&M is voluntary and would be considered in any future budgetary action of TRLIA.

Attachments:
1. Resolution regarding OMRR&R Agreement
2. Revised OMRR&R Agreement
RESOLUTION NO. 2011-__

A RESOLUTION BY THE BOARD OF
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
REGARDING THE OPERATION, MAINTENANCE, REPAIR,
REPLACEMENT AND REHABILITATION AGREEMENT

WHEREAS, Three Rivers Levee Improvement Authority (TRLIA) is completing the fourth and final phase of its efforts to bring the RD 784 basin to 200-year protection and as part of its efforts it entered into two funding agreements with the State of California Department of Water Resources (DWR) for the State to provide hundreds of millions of dollars of funding; and

WHEREAS, each funding agreement provides that TRLIA must execute the OMRR&R Agreement or must provide a local maintaining agency willing to execute the Agreement and as of the date of this meeting RD 784 is expected to have reviewed and signed the OMRR&R Agreement; and

WHEREAS, in the OMRR&R Agreement TRLIA has agreed to two provisions: (1) TRLIA has agreed to indemnify the State for liability arising from the construction of the Feather and Yuba Projects, and (2) TRLIA has requested that if RD 784 fails to perform under the OMRR&R Agreement that TRLIA receive notice from the State of the failure and be given an opportunity to perform; and

WHEREAS, execution of the OMRR&R Agreement will allow proper closeout of the Project funding agreements and insure that DWR’s funding is not interrupted;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of the Three Rivers Levee Improvement Authority (pursuant and subject to all of the terms and provisions of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, and the Disaster Preparedness and Flood Prevention Bond Act of 2006) has been awarded funds by the California Department of Water Resources for a State-Federal Flood Control System Modification Program project entitled Feather River Levee Improvement Project and Yuba River Levee Improvement Project, and as a condition of accepting these funds Reclamation District 784 has committed to signing an OMRR&R Agreement with the Central Valley Flood Protection Board, or successor thereto, which requires Reclamation District 784 to assume responsibility for operation, maintenance, repair, replacement, and rehabilitation of the Projects.

2. The Board of the Three Rivers Levee Improvement Authority has agreed to indemnify the State for liability arising out of construction of the Projects, the Board desires to be informed of any failures to perform OMRR&R, and the Board is prepared to restate its existing obligations to operate and maintain those portions of the EIP Project upon which it performed work, and therefore the Board hereby authorizes and directs the
Executive Director to sign the OMRR&R Agreement with the Central Valley Flood Protection Board, or successor thereto.

PASSED AND ADOPTED this ______ day of August, 2011, by the Board of Three Rivers Levee Improvement Authority by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Chairperson

ATTEST: DONNA STOTTEMEYER,
CLERK OF THE BOARD

______________________________
APPROVED AS TO FORM: GENERAL COUNSEL
SCOTT SHAPIRO

______________________________
OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION AGREEMENT BETWEEN
The Central Valley Flood Protection Board
AND
Reclamation District No. 784
AND
Three Rivers Levee Improvement Authority
FOR
The Feather River Levee Improvement Project and
The Upper Yuba River Levee Improvement Project

This Operation, Maintenance, Repair, Replacement, and Rehabilitation Agreement ("OMRR&R Agreement") is entered into by and among the State of California ("State"), acting by and through the Central Valley Flood Protection Board, or any successor thereto, ("Board"), Reclamation District No. 784 ("Local Maintaining Agency"), and Three Rivers Levee Improvement Authority ("Funding Recipient") on this _________ day of __________, 2011 in view of the following circumstances:

1. The Feather River Levee Improvement Project and the Upper Yuba River Levee Improvement Project are modifications of the Sacramento River Flood Control Project which was authorized by Congress on March 1, 1917, and amended on May 15, 1928, August 26, 1937, August 18, 1941, August 17, 1954, and July 14, 1960.

2. State funding has been provided for the Early Implementation Program ("EIP") Project:
   - The voters of California approved Propositions IE and 84 on November 7, 2006, making available bond funds for flood control work and other purposes.
   - The State, acting by and through the Department of Water Resources ("Department"), has solicited applications for early implementation funding for its State-Federal Flood Control System Modifications Program.
   - As a result, two Funding Agreements have been signed between the State of California Department of Water Resources and the Three Rivers Levee Improvement Authority (referred to herein as Funding Recipient) for the Feather River Levee Improvement Project and the Upper Yuba River Levee Improvement Project (collectively the "Funding Agreement").
   - The Funding Agreement provides that the Funding Recipient shall be responsible for construction, operation, maintenance, repair, replacement, and rehabilitation ("OMRR&R") of the Feather River Levee Improvement Project and the Upper Yuba River Improvement Project (collectively the "EIP Project"). Under this OMRR&R Agreement the Board will oversee OMRR&R for the EIP Project for the State, as part of the State Plan of Flood Control.
   - Under the Funding Agreement the Funding Recipient may agree to assume the responsibility of the Local Maintaining Agency as set out in this OMRR&R Agreement or may agree with a Local Maintaining Agency that it shall assume responsibility for OMRR&R of the EIP Project, provided that the Funding Recipient shall seek to assume responsibility for OMRR&R if for any reason the Local Maintaining Agency fails to perform under this OMRR&R Agreement.

3. It is not expected that the federal government will provide funding for the EIP Project at this time, but in anticipation that federal funds may become available eventually:
• The Funding Agreement requires the Funding Recipient to seek credit for the expenditures made under the Funding Agreement from the federal government, acting by and through the U.S. Army Corps of Engineers ("Corps"), and to enter into agreements necessary to obtain credit or reimbursement from the Corps.

• The parties agree that this OMRR&R Agreement may be superseded by one or more agreements acceptable to the Corps and the Board that gives satisfactory assurances to the federal government and the Board that the required local cooperation will be furnished in connection with the EIP Project.

4. The Local Maintaining Agency agrees that it already has responsibility for OMRR&R for existing portions of the Project (as hereinafter defined) which the State contends arises under California Water Code Section 12642 which provides that in all cases where the Federal Government does not maintain and operate projects, it is the responsibility and duty of the county, city, state agency, or public district affected to maintain and operate flood control and other works, after completion, and hold and save the State and the United States free from damages.

5. The Board has agreed to enter into this OMRR&R Agreement on the condition that the Local Maintaining Agency provides the Board with the assurances specified in this OMRR&R Agreement that Local Maintaining Agency will be responsible for OMRR&R of the EIP Project upon its completion; and will, as described below, hold and save the federal government, State, their representatives, officers, directors, and employees, as well as but not limited to their successors and assigns, free and harmless from any and all claims and damages arising from OMRR&R of the EIP Project.

6. The Board and the Local Maintaining Agency have agreed that this OMRR&R Agreement will set forth not only their agreement with respect to OMRR&R for the EIP Project, but also for all of the federally and State authorized flood facilities related to the EIP Project that are within the Local Maintaining Agency’s boundaries.

7. The Board, Funding Recipient, and the Local Maintaining Agency understand that certain mitigation features associated with the EIP Project have been constructed by Funding Recipient and, as described in Section I.D.(4) below, Funding Recipient, not Local Maintaining Agency, has the responsibility for OMRR&R of these features.

NOW, THEREFORE, IT IS HEREBY AGREED:

For purposes of this OMRR&R Agreement, the terms below are defined as indicated:

"Board:" The State of California Central Valley Flood Protection Board or any successor thereto.

"Corps:" The United States Army Corps of Engineers.

"Department:" The State of California Department of Water Resources.

"EIP Project:" The project described in the Overall Work Plans described in the Funding Agreement.

"Functional Portion of the EIP Project:" A completed portion of the EIP Project to be constructed under the Overall Work Plan which is determined by the Board to be suitable to operate and maintain in advance of completion of construction of the entire EIP Project.

"Funding Agreement:" Collectively the two agreements between the State of California Department of Water Resources and the Three Rivers Levee Improvement Authority for (1) the Feather River Levee Improvement Project dated April 25, 2008 as amended March 25, 2010 and (2) the Upper Yuba River Levee Improvement Project dated October 20, 2009.
"Funding Recipient:" The Three Rivers Levee Improvement Authority, which is the signatory to the Funding Agreement.

"Local Maintaining Agency:" RD 784, which is agency that will assume responsibility for OMRR&R for any Functional Portion of the EIP Project, the EIP Project, and the Project.

"OMRR&R:" Operation, maintenance, repair, replacement, and rehabilitation of the Project.

"OMRR&R Agreement:" This agreement between the State of California Central Valley Flood Protection Board and Reclamation District No. 784 ("Local Maintaining Agency") for OMRR&R of the Feather River Levee Improvement Project and the Upper Yuba River Levee Improvement Project.

"Overall Work Plan:" The plan described in the Funding Agreement in Paragraph 22(a), as amended, and Exhibit A-1, as amended.

"Post Construction Performance Reports:" The reports required by Funding Agreement Paragraph 22(e), as amended.

"Project:" All of the federally and State authorized flood facilities to the extent to which they are within the area bounded by the Yuba River, the Feather River, the Bear River, and the Western Pacific Interceptor Canal; provided, that it shall not include any Federally-constructed facilities for which the State and/or Local Maintaining Agency have not previously provided assurances or accepted for OMRR&R.

"Project Site:" The location of the Project.

"Standard Operation and Maintenance Manual:" A document prepared by the Local Maintaining Agency and submitted to the State for review, comment and approval that will govern the operation, maintenance, repair, replacement and rehabilitation of the Project. This manual will include all manuals related to the Project and facilities covered by this OMRR&R agreement, including those prepared by the Corps and/or Board for flood, ecosystem, habitat, mitigation or other purposes and any other such manuals.

"State:" The State of California, acting by and through the Board.


SECTION I: Obligations of the Local Maintaining Agency and Funding Recipient.

A. General Obligations. The Local Maintaining Agency agrees to the following:

1. To perform OMRR&R for the Project, including all mitigation features of the Project, without limitation, in accordance with the Project design specifications, environmental permits, environmental impact reports, regulations, and directions prescribed by the State, all without any cost to the State. The duty of the Local Maintaining Agency to perform OMRR&R for all Project features shall be performed in a manner that does not diminish the flood protection afforded by or jeopardize the structural integrity of the Project and the flood control system of which the Project is part. The duties of the Local Maintaining Agency pursuant to this paragraph are described further in Section I-B below.

2. To defend, indemnify, hold and save the federal government and the State, to the extent allowed by law, their representatives, officers, directors, agents, and employees, as well as but not limited to their successors and assigns free and harmless, to the extent permitted by law, from any and all liability for any claims and damages (including inverse condemnation) that may arise out of this OMRR&R Agreement, including but not limited
to any claims or damages arising from the performance of OMRR&R (including
costings associated with such performance) under this Agreement.

B. Specific Obligations to Operate, Maintain, Repair, Replace, and Rehabilitate of the Local Maintaining Agency

1. The Local Maintaining Agency hereby accepts responsibility for OMRR&R of the Project. The Local Maintaining Agency agrees that it will be responsible for OMRR&R of the Project as further explained in: (1) the Standard Operation and Maintenance Manual for the Project and (2) any applicable Supplement to the Standard Operation and Maintenance Manual for the Project.

2. The Local Maintaining Agency agrees to cooperate in the Funding Recipient's development of a Standard Operation and Maintenance Manual for the Project as required by Board permits issued to the Funding Recipient for the Project. The Standard Operation and Maintenance Manual for the EIP Project or Functional Portion of the EIP Project may be a stand-alone document or an amendment to the Standard Operation and Maintenance Manual for the Project as directed by the Board. The Local Maintaining Agency acknowledges that changes to the Standard Operation and Maintenance Manual may be made by the State and the Corps before the document becomes final. The State may make reasonable changes but shall consult with Local Maintaining Agency prior to making such changes. The Local Maintaining Agency shall be required to update the Standard Operation and Maintenance Manual as may be necessary or as required by the Central Valley flood Protection Board (CVFPB) and shall make a copy available to the State within three (3) days after the State so requests. The Local Maintaining Agency shall be responsible for OMRR&R in accordance with any revised version of the Standard Operation and Maintenance Manual for the Project or any Supplement to the Standard Operation and Maintenance Manual.

3. The Local Maintaining Agency hereby gives State the right to enter, at reasonable times and in a reasonable manner, upon the Project Site and land which it owns or controls for access to the Project Site for the purpose of: (i) conducting subsequent inspections to verify that the Local Maintaining Agency is complying with its obligations under this OMRR&R Agreement; and (ii) operating, maintaining, repairing, replacing, or rehabilitating any part of the Project located at or accessible by the Project Site in conjunction with any present or future flood control plan if in the reasonable judgment of State the Local Maintaining Agency fails to comply with its obligations under this OMRR&R Agreement. In the event the State assumes title to any of the land to which the Local Maintaining Agency needs access to fulfill the obligations set forth in the paragraph, the State grants an irrevocable license to the Local Maintaining Agency to enter the land to fulfill its obligations under this OMRR&R Agreement.

4. If the Local Maintaining Agency has failed or refused to perform the obligations set forth in this OMRR&R Agreement or the requirements of the manuals mentioned above, the State may take appropriate actions including proceedings to establish a maintenance area under Water Code Section 12878 et seq.

If the Local Maintaining Agency has failed or refused to perform the obligations set forth in this OMRR&R Agreement or the requirements of the manuals mentioned above, and for any reason the State is not able to take appropriate actions under these provisions of Water Code Section 12878 et seq., then the State may take appropriate actions under this OMRR&R Agreement as follows: If the failure or refusal constitutes, in the sole discretion of the State, a threat to the continued ability of the Project or functional portion thereof to perform in a manner necessary to provide its designed level of flood protection, then the State may itself perform the necessary work or do so by contract. The State may in its sole discretion develop a work plan and present it to the Local Maintaining
Agency with instructions that if the Local Maintaining Agency does not agree to carry out the work plan within the time specified in the work plan, the State will perform the necessary work or do so by contract. The Local Maintenance Agency will reimburse the State for the costs of performing such work in accordance with the procedures set forth in this OMRR&R Agreement. No completion, operation, maintenance, repair, replacement, or rehabilitation by the State shall operate to relieve the Local Maintaining Agency of responsibility to meet the Local Maintaining Agency’s obligations as set forth in this OMRR&R Agreement, or to preclude the State from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this OMRR&R Agreement.

5. The State agrees to use its best efforts to provide notice to the Funding Recipient of any determination by the State that the Local Maintaining Agency has failed or refused to perform under this Agreement, as described in Subsection I.B.4, so as to allow the Funding Recipient an opportunity to perform the activity claimed necessary by the State prior to the State taking the remedial actions specified in Subsection I.B.4.

C. Additional Obligations of the Local Maintaining Agency:

1. The Local Maintaining Agency shall annually review and, if appropriate or requested by the State, update the safety plan for the EIP Project prepared pursuant to the Funding Agreement or required by Cal. Water Code § 9650. The Local Maintaining Agency agrees to use best efforts to ensure that the updated safety plan is integrated into any other local agency emergency plan and is coordinated with the state emergency plan.

2. No later than June 30 of each calendar year the Local Maintaining Agency shall provide an annual Post Construction Performance Report to the Department, which may be included as part of the report provided pursuant to Water Code Section 9140.

(a) The Post Construction Performance Report shall generally use the following format:

- Summary of the operations of the EIP Project;

- Brief discussion of the EIP Project benefits;

- Brief comparison and explanations for any differences between the expected versus actual EIP Project success in meeting the goals identified in the original State-Federal Flood Control System Modification Program (Early Implementation Projects) Grant Application;

- Summary of costs and any additional costs and/or benefits deriving from the EIP Project; and

- Any additional information relevant to or generated by the continued operation of the EIP Project, including any maintenance issues.

(b) If the Local Maintaining Agency is not the same as the Funding Recipient, the Local Maintaining Agency represents that it has made arrangements with the Funding Recipient to obtain any information needed from the Funding Recipient in order to prepare this report.

(c) The Department in its sole determination may modify these reporting requirements as needed to ensure that it has adequate information with which to perform its responsibilities.
3. Local Maintaining Agency shall provide information to the Board as follows:

(a) No later than June 30 of each calendar year the Local Maintaining Agency shall certify that it has reviewed the Standard Operations and Maintenance Manual and that either: (1) no updates are needed to the Standard Operation and Maintenance Manual; or (2) the Standard Operation and Maintenance Manual has been updated.

(b) If requested to do so by the Board, the Local Maintaining Agency shall provide copies to the Board of the operation and maintenance reports required pursuant to AB 5 (Wolk), 2007 Cal. Stat. 366 (codified at Cal. Water Code § 9140(a)) that pertain to the Project.

(c) The Board in its sole determination may modify these reporting requirements as needed to ensure that it has adequate information with which to perform its responsibilities.

D. Obligations of the Funding Recipient: Funding Recipient shall have no obligations other than those provided in this Section I.D.

1. The Funding Recipient agrees to defend, indemnify, hold and save the federal government and the State, to the extent allowed by law, their representatives, officers, directors, agents, and employees, as well as but not limited to their successors and assigns free and harmless, to the extent permitted by law, from any and all liability for any claims and damages (including inverse condemnation) that may arise out of the construction or operation and maintenance of the EIP Project by the Funding Recipient.

2. Other than its independent obligations under this Agreement, Funding Recipient shall have no obligation to remedy any failures or refusals by the Local Maintaining Agency identified by the State pursuant to Section I.B.4. of this Agreement. However, if the Funding Recipient takes action to remedy such failures or refusals, it agrees to (i) act in a manner consistent with applicable rules, regulations, and guidance adopted by the State and the Government, and (ii) defend, indemnify, hold and save the federal government and the State, to the extent allowed by law, their representatives, officers, directors, agents, and employees, as well as but not limited to their successors and assigns free and harmless, to the extent permitted by law, from any and all liability for any claims and damages (including inverse condemnation) that may arise out of Funding Recipient's performance to remedy the failure or refusal.

3. Funding Recipient acknowledges that in addition to the actions it may take pursuant to this Section I.D., it has independent obligations to operate and maintain certain portions of the Project pursuant to encroachment permits that have been and will be issued by the Board to the Funding Recipient. Consistent with those obligations, the Funding Recipient hereby restates its responsibility for OMRR&R of the EIP Project. It agrees that it will be responsible for OMRR&R of the EIP Project as further explained in: (1) the Standard Operation and Maintenance Manual which covers the EIP Project and (2) any applicable Supplement to the Standard Operation and Maintenance Manual which covers the EIP Project.

4. In connection with the permitting and construction of the EIP Project, Funding Recipient has constructed various mitigation features to comply with the resources statutes in place under Federal and California law. Obligations for the OMRR&R of these various features was accepted by Funding Recipient as a result of various permissions granted by Federal and California agencies. While Funding Recipient may contract with the Local Maintaining Agency to perform the required OMRR&R for these features, the parties agree that the legal obligation to ensure OMRR&R for these features rests with the Funding Recipient and nothing in this Agreement is intended to amend or abrogate those
obligations. A list of the mitigation features approved as of the date of this Agreement is as follows:

- Messick Lake/Drainage Swale Wetlands Mitigation – Pursuant to a 404 Permit issued by the U.S. Army Corps of Engineers and Encroachment Permit # 18430 BD.

- Feather River Elderberry Transplant – Pursuant to Fish and Wildlife Service permission, a 404 Permit issued by the U.S. Army Corps of Engineers, and Encroachment Permit 18637 BD.

- Feather River GGS Offsite Mitigation (Gilsiser Slough) – Pursuant to Fish and Wildlife Service permission.

- Feather Setback Area – Pursuant to Encroachment Permit # 18430 BD.

- Native American Cultural site (Yuba-5) – Pursuant to agreement with the State Historic Preservation Office, a 404 permit issued by the U.S. Army Corps of Engineers, and Encroachment Permit # 18430 BD.

- Native American Cultural site (Yuba-1677) – Pursuant to agreement with the State Historic Preservation Office, a 404 permit issued by the U.S. Army Corps of Engineers, and Encroachment Permit # 18227 BD.

- Anderson Mitigation Site – Pursuant to Fish and Wildlife Service permission and Encroachment Permit # 18642 BD.

5. Funding Recipient agrees that the obligations stated in Section 1.D. of this OMRR&R Agreement are material obligations as that term is used on page 10 of the Joint Exercise of Powers Agreement by and between the County of Yuba and Reclamation District No. 784 which created the Funding Recipient.

SECTION II: Hazardous Substances

The Local Maintaining Agency acknowledges State may incur obligations with respect to hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601-9675; California Hazardous Substances Account Act, Calif. Health & Safety Code §§ 25310 et seq. or other statutes or regulations (collectively referred to as “state and federal Hazardous Substances Laws”) on lands necessary for Project construction and OMRR&R to the extent the Local Maintaining Agency fails to comply with its obligations under this OMRR&R Agreement. The Local Maintaining Agency agrees:

A. That in the event that the Local Maintaining Agency discovers through an environmental investigation or other means that any lands, easements, or rights of way that have been acquired or provided for the Project contain reportable quantities of hazardous substances regulated under CERCLA and/or other state and federal Hazardous Substances Laws, the Local Maintaining Agency shall promptly notify the State of that discovery if it can be reasonably anticipated that the discovery of reportable quantities of hazardous substances will require Local Maintaining Agency to incur response costs in excess of $10,000.

B. That in the event reportable quantities of hazardous substances regulated under CERCLA and/or other state and federal Hazardous Substances Laws have been found, the Local Maintaining Agency shall initiate and complete any and all necessary response and cleanup activity required under CERCLA and/or other state and federal Hazardous Substances Laws, which shall include any studies and investigations necessary to determine the appropriate response to the
Agreement No._____

contamination. Payment for the costs of such necessary response and cleanup activity as required under CERCLA and/or other state and federal Hazardous Substances Laws shall be made by the Local Maintaining Agency. In the event that the Local Maintaining Agency fails to provide the funds necessary for response and cleanup activity required under CERCLA and/or other state and federal Hazardous Substances Laws or to otherwise discharge the Local Maintaining Agency’s responsibilities under this Paragraph B, then the State may perform the necessary response and cleanup activity, and the Local Maintaining Agency shall reimburse the State in accordance with the procedures set out in this OMRR&R Agreement. If the State performs the necessary response and cleanup activity required under CERCLA and/or other state and federal Hazardous Substances Laws, the State shall consult with the Local Maintaining Agency concerning the selection of the person(s) to perform the work, the amount of money to be spent on the work, the scope of the work, and any other aspect of response and cleanup activity.

C. That the Local Maintaining Agency shall consult with the State in order to ensure that responsible persons under CERCLA and/or other state and federal Hazardous Substances Laws ultimately bear all necessary response and cleanup costs as defined in CERCLA and/or other state and federal Hazardous Substances Laws.

D. That the Local Maintaining Agency shall operate, maintain, repair, replace, and rehabilitate the Project in a manner that will control and minimize the release or threatened release of hazardous substances regulated under CERCLA and/or other state and federal Hazardous Substances Laws on lands necessary for Project construction, operation, maintenance, repair, replacement, or rehabilitation.

E. That in the event that the State, their representatives, officers, directors, employees, as well as but not limited to their successors and assigns, are found to be liable under CERCLA and/or other state and federal Hazardous Substances Laws for the release or threatened release of hazardous substances arising out of the operation, maintenance, repair, replacement, or rehabilitation of the Project, the Local Maintaining Agency shall indemnify and hold the State, their representatives, officers, directors, employees, as well as but not limited to their successors and assigns, harmless from any response or cleanup costs for which the State, their representatives, officers, directors, employees, as well as but not limited to their successors and assigns, may be found to be liable under CERCLA and/or other state and federal Hazardous Substances Laws.

F. No decision made or action taken pursuant to any provision of this Section of the Project OMRR&R Agreement shall relieve any responsible person from any liability that may arise under CERCLA and/or other state and federal Hazardous Substances Laws, nor shall such decision or action be considered a waiver by the State or the Local Maintaining Agency of any right to seek from any responsible person as defined by CERCLA and/or other state and federal Hazardous Substances Laws the recovery, contribution of, or indemnification from costs incurred by the State or the Local Maintaining Agency for response or cleanup activity required under CERCLA and/or other state and federal Hazardous Substances Laws, nor shall such decision or action be considered a waiver by the State of any other right or remedy provided by law.

SECTION III: Authorization for Delegation or Subcontracting

The Local Maintaining Agency may delegate or subcontract its responsibilities under this OMRR&R Agreement. In performing the obligations called for in this OMRR&R Agreement, the Local Maintaining Agency shall notify the State when it initially retains, employs, or uses any agencies or firms to perform work that is material to successful execution of the duties of the Local Maintaining Agency under this OMRR&R agreement. The Local Maintaining Agency shall be responsible for all work to be performed under the contract, including any delegated work. The State shall have the right to ask that any services for this OMRR&R Agreement provided by any subcontractor be terminated if its performance is unsatisfactory.
Payment for services rendered by subcontractors shall be made entirely by the Local Maintaining Agency; the State shall not have any responsibility for making any payments to the subcontractors for any services they may render in connection with this OMRR&R Agreement.

SECTION IV: Procedures for Reimbursing the State

To the extent Local Maintaining Agency fails to fulfill its obligations under this Agreement, the State may perform such obligations and bill the Local Maintaining Agency accordingly. In such circumstances, the State shall provide an invoice to the Local Maintaining Agency for the costs of performing the work. The Local Maintaining Agency agrees, subject to compliance with applicable state law, to reimburse the State by promptly paying any such invoices within thirty days.

SECTION V: Disputes

Before any party to the OMRR&R Agreement may bring suit in any court concerning an issue relating to this OMRR&R Agreement, that party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to all parties.

SECTION VI: Obligation of Future Appropriations

The parties agree that nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the Legislature of the State of California.

SECTION VII: Term of Agreement; Amendment

The effective date of this OMRR&R Agreement is the date it is signed by all parties. The OMRR&R Agreement will continue in full force and effect unless terminated or amended upon written consent of all parties.

The parties acknowledge that in order to obtain federal credits or reimbursement for this Project, it may be necessary to amend this OMRR&R Agreement as required by the U.S. Army Corps of Engineers. The parties agree that they will not unreasonably withhold consent for any amendments necessary to obtain federal credits or reimbursement.

SECTION VIII: Notices

All notices, requests, demands, and other communications required or permitted to be given under this OMRR&R Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first class (postage pre-paid), registered, or certified mail, as follows:

If to the Local Maintaining Agency:
Reclamation District No. 784
ATTN: General Manager
1594 Broadway St.
Arboga, CA 95961

If to the Board:
Central Valley Flood Protection Board
ATTN: Executive Officer
3310 El Camino Avenue, Suite LL40
Sacramento, CA 95821
If to the Funding Recipient:
Three Rivers Levee Improvement Authority
ATTN: Executive Director
1114 Yuba Street, Suite 218
Marysville, California 95901-5273

A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this section.

Any notice, request, demand, or other communication made pursuant to this section shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

SECTION IX: Standard Conditions

This OMRR&R Agreement incorporates by reference the standard conditions that are included in Attachment A to this OMRR&R Agreement and shall also apply to Funding Recipient in regard to its obligations under this Agreement.

SECTION X: Authority

Both the Local Maintaining Agency and the Funding Recipient have provided a copy of a resolution adopted by its governing body designating a representative to execute this OMRR&R Agreement. This resolution is substantially the same as the draft resolution provided in Attachment B to this OMRR&R Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this OMRR&R Agreement.

The Central Valley Flood Protection Board
By ____________________________
Benjamin F. Carter
President

Reclamation District No. 784
By ____________________________
Rick Brown
RD 784 President

Date: ____________________________

Approved as to Legal Form
and Sufficiency:

Ward Tabor
Assistant Chief Counsel

Approved as to Legal Form
and Sufficiency:

Carl Lindmark
RD 784 Legal Counsel

The Three Rivers Levee Improvement Authority
By ____________________________
Paul Brunner
Executive Director

Date: ____________________________
Approved as to Legal Form and Sufficiency:

Scott Shapiro, General Counsel
STANDARD CONDITIONS

1. GOVERNING LAW: This OMRR&R Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

2. TIMELINESS: Time is of the essence in this OMRR&R Agreement.

3. AMENDMENT: This OMRR&R Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Local Maintaining Agency for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

4. SUCCESSORS AND ASSIGNS: This OMRR&R Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this OMRR&R Agreement or any part thereof, rights hereunder, or interest herein by the Local Maintaining Agency shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

5. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this OMRR&R Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this OMRR&R Agreement. Failure or refusal by Local Maintaining Agency to comply with this provision shall be considered a breach of this OMRR&R Agreement, and State may take any other action it deems necessary to protect its interests, after complying with paragraph V of the OMRR&R Agreement.

6. PROHIBITION AGAINST DISPOSAL OF EIP PROJECT WITHOUT STATE PERMISSION: The Local Maintaining Agency shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the EIP Project, without prior permission of State. The Local Maintaining Agency shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Local Maintaining Agency to meet its obligations under this OMRR&R Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property acquired, reimbursed or credited with State funds be remitted to State.

7. NO THIRD PARTY RIGHTS: The parties to this OMRR&R Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this OMRR&R Agreement, or of any duty, covenant, obligation or undertaking established herein.

8. OPINIONS AND DETERMINATIONS: Where the terms of this OMRR&R Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

9. SUIT ON OMRR&R AGREEMENT: Each of the parties hereto may sue and be sued with respect to this OMRR&R Agreement.

10. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this OMRR&R Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
11. SEVERABILITY: Should any portion of this OMRR&R Agreement be determined to be void or unenforceable, such shall be severed from the whole and the OMRR&R Agreement shall continue as modified.

12. WAIVER OF RIGHTS: None of the provisions of this OMRR&R Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this OMRR&R Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the OMRR&R Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

13. TERMINATION FOR CAUSE: The State may terminate this OMRR&R Agreement should Local Maintaining Agency fail to perform the requirements of this OMRR&R Agreement at the time and in the manner herein provided or in the event of a default by the Funding Recipient under paragraph 20 of the Funding Agreement.

14. INDEPENDENT CAPACITY: The Local Maintaining Agency, and the agents and employees of the Local Maintaining Agency, in the performance of the OMRR&R Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

15. CONFLICT OF INTEREST

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Local Maintaining Agency: Employees of the Local Maintaining Agency shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.

16. WORKERS' COMPENSATION: The Local Maintaining Agency affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Local Maintaining Agency affirms that it will comply with such provisions before commencing the performance of the work under this OMRR&R Agreement and will make its contractors and subcontractors aware of this provision.

17. AMERICANS WITH DISABILITIES ACT: By signing this OMRR&R Agreement, the Local Maintaining Agency assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
18. NONDISCRIMINATION CLAUSE: During the performance of this OMRR&R Agreement, the Local Maintaining Agency and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The Local Maintaining Agency and subcontractors shall assure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Local Maintaining Agency and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of 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. The Local Maintaining Agency and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Local Maintaining Agency shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the OMRR&R Agreement.

19. DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: By signing this OMRR&R Agreement, the Local Maintaining Agency, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and, if such Act applies to the Local Maintaining Agency, has or will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).

b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

1. The dangers of drug abuse in the workplace.
2. Local Maintaining Agency's policy of maintaining a drug-free workplace.
3. Any available counseling, rehabilitation, and employee assistance programs, and
4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

c) Provide as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this OMRR&R Agreement:

1. Will receive a copy of Local Maintaining Agency's drug-free policy statement, and
2. Will agree to abide by terms of Local Maintaining Agency's condition of employment, contract or subcontract.

Suspension of Payments: This OMRR&R Agreement may be subject to suspension of payments or termination, or both, and Local Maintaining Agency may be subject to debarment if the State determines that:

a) The Local Maintaining Agency, its contractors, or subcontractors has made a false certification, or
b) The Local Maintaining Agency, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted above.

20. UNION ORGANIZING: The Local Maintaining Agency, by signing this OMRR&R Agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this OMRR&R Agreement. Furthermore, the Local Maintaining Agency, by signing this OMRR&R Agreement, hereby certifies that:

a) No State funds disbursed by this OMRR&R Agreement will be used to assist, promote, or deter union organizing.

b) The Local Maintaining Agency shall account for State funds disbursed for a specific expenditure by this OMRR&R Agreement to show those funds were allocated to that expenditure.

c) The Local Maintaining Agency shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

d) If the Local Maintaining Agency make expenditures to assist, promote, or deter union organizing, the Local Maintaining Agency will maintain records sufficient to show that no State funds were used for those expenditures and that the Local Maintaining Agency shall provide those records to the Attorney General upon request.

21. COMPUTER SOFTWARE: The Local Maintaining Agency certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this OMRR&R Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

22. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Local Maintaining Agency agrees to expeditiously provide, during work on the State-Federal Flood Control System Modification Program (Early Implementation Projects) and throughout the term of this OMRR&R Agreement, such reports, data, information, and certifications as may be reasonably required by State.

23. RIGHTS IN DATA: The Local Maintaining Agency agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this OMRR&R Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act, Cal. Gov't Code §§ 6250 et seq. The Local Maintaining Agency may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this OMRR&R Agreement, subject to appropriate acknowledgement of credit to State for financial support. The Local Maintaining Agency shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

27. LOCAL MAINTAINING AGENCY NAME CHANGE: Approval of the State's Project Manager is required to change the Local Maintaining Agency's name as listed on this OMRR&R Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

28. AIR OR WATER POLLUTION VIOLATION: Under State laws, the Local Maintaining Agency shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
Attachment B: Draft Resolution

Resolved by the ____________________________________________________________
(Governing body, city council, or other)

of the ______________________________________________________________________
(Name of Local Maintaining Agency)

that pursuant and subject to all of the terms and provisions of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, and the Disaster Preparedness and Flood Prevention Bond Act of 2006, that funds awarded to

____________________________________________________________________________
(Name of Funding Recipient)

by the California Department of Water Resources for a State-Federal Flood Control System Modification Program project titled: __________________________________________
(Project title)

have been accepted, and as a condition of accepting these funds the Funding Recipient committed to signing [modify if Funding Recipient and Local Maintaining Agency are not the same to add: "or having a Local Maintaining Agency sign"] an additional agreement with the Central Valley Flood Protection Board, or successor thereto, which requires

____________________________________________________________________________
(Name of Local Maintaining Agency)

to assume responsibility for operation, maintenance, repair, replacement, and rehabilitation of ________________________________________________________
(Project title)

Therefore, the ______________________________________________________________
(Presiding officer, president, city manager, or other official)

of the ______________________________________________________________________
(Name of Local Maintaining Agency)

is hereby authorized and directed to

sign an operation, maintenance, repair, replacement and rehabilitation agreement with the Central Valley Flood Protection Board, or successor thereto.

Passed and adopted at a regular meeting of the _________________________________
(Board of Directors, Supervisors, etc.)

of the ______________________________________________________________________
(Name of Local Maintaining Agency)

on __________________________________________________________________________
(Date)

Authorized Signature _________________________________________________________

Printed Name __________________________________________________________________

Title _________________________________________________________________________

Clerk/Secretary __________________________________________________________________
August 12, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Delegation of Authority Regarding Conflict of Interests

**Recommended Action:**

Delegate to Executive Director the authority to consider requests to waive potential conflicts of interest on behalf of the Three Rivers Levee Improvement Authority.

**Discussion:**

Downey Brand LLP is General Counsel to the Three Rivers Levee Improvement Authority and also acts as Special Counsel on eminent domain matters. On occasion, Downey Brand has requested waivers of potential conflicts of interest due to its representation of Three Rivers Levee Improvement Authority and its concurrent representation of other parties on separate unrelated matters who may be adverse to TRLIA.

Through the proposed resolution, the Board would delegate to the Executive Director the authority to consider any request for a conflict waiver and to grant or deny such a request. This would assist in the efficient processing of such requests. The Executive Director would be required to report to the Board whenever such authority has been exercised.

**Fiscal Impact:**

It is not expected that this action will have any fiscal impacts.
RESOLUTION NO. 2011-__

A RESOLUTION BY THE BOARD OF
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
DELEGATING AUTHORITY TO EXECUTIVE DIRECTOR

WHEREAS, TRLIA is a joint powers authority formed for the purpose of carrying out flood control projects along the Bear, Feather, and Yuba Rivers and the Western Pacific Interceptor Canal;

WHEREAS, TRLIA, on occasion, has been asked by legal counsel to waive a potential conflict of interest;

WHEREAS, delegating to the Executive Director the ability to grant or deny such requests will aid in the efficient processing such requests;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board hereby authorizes the Executive Director to consider any request for a conflict of interest waiver and to grant or deny such a request. The Executive Director shall report to the Board whenever such authority has been exercised.

PASSED AND ADOPTED this _______ day of August, 2011, by the Board of Three Rivers Levee Improvement Authority by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

________________________________
Chairperson

ATTEST: DONNA STOTTMEMEYER,
CLERK OF THE BOARD

________________________________
APPROVED AS TO FORM:
GENERAL COUNSEL
SCOTT SHAPIRO
August 12, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
Larry Dacus, Design Manager
SUBJECT: Consider Approval of a Tenth Contract Amendment to HDR Phase 4 Engineering and Construction Management Services Contract

Recommended Action
Approve a tenth contract amendment (Attachment 1) to the basic HDR contract for engineering services and authorize the TRLIA Executive Director to sign the amendment and execute once General Counsel has reviewed and approved.

Discussion
The TRLIA Staff is working to establish adequate landslide toe access corridors for the RD 784 levee system. There are some special evaluations needed in the vicinity of the Silverwood Estates residential area to accomplish this task. TRLIA also needs to evaluate the cracks in the WPIC Levee. HDR is the consulting engineer for TRLIA that has previously worked on these levee segments. For this reason TRLIA staff believes these tasks would best be met by HDR expertise. This amendment would add additional funding ($162,879) to the existing HDR contract for the following tasks and extend the HDR contract to June 30, 2012:

Delineate Landslide Levee Toe, UPRR to Simpson Lane – Vegetation clearing criteria and toe access corridors are established according to landslide levee toe. In this reach of the levee system, an old railroad embankment exists along the landside of the levee. It is necessary to determine if the embankment toe serves as the levee toe or if the true levee toe exists within the abandoned railroad embankment. This task will provide geometric and stability evaluation to determine the theoretical levee toe. $18,990

Alternative Analysis for O&M Corridor, Station 52+00 to 76+00 – The TRLIA Team is working to establish landslide toe access corridors throughout the RD 784 levee System. This reach of levee has residential property right up to the embankment toe. Acquisition of additional real estate from these properties would be expensive. This task is to develop and evaluate alternatives for providing an O&M corridor along the landside of the levee. Cost estimates for each alternative will be provided. This information will be used to inform the TRLIA Board and help to determine the best method of providing the needed O&M corridor in this reach. $87,210

WPIC Crack Evaluation – Cracks were discovered in the crown and landslide slope of the WPIC Levee in January 2011. TRLIA sealed and monitored the crown crack through the winter. A detailed evaluation is required to determine the mechanism that is creating these cracks and to develop actions to repair them. The mechanism is not readily apparent and additional
geotechnical exploration, testing and evaluation is needed to identify that mechanism. An evaluation will also be performed with this new information to determine levee stability based on the new information developed for this specific reach. $56,679

Fiscal Impact:
This amendment would increase the contract by $162,879 for services on a time and expenses basis, to a maximum amount not to exceed a total contract amount of $8,981,022. The amount in the amendment is based on FY 08/09 billing rates. This effort is associated with prior work on the RD 784 Levees. TRLIA has reserved a certain amount of prior work funds from State reimbursements for prior work to accomplish these remaining tasks.

The attached HDR proposal (Exhibit A) in the amount of $162,879 is a time and material proposal. TRLIA will compensate HDR for only the actual hours worked and materials utilized.

2 Attachments:
1. Proposed Tenth HDR Contract Amendment
2. Exhibit A
TENTH AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
HDR ENGINEERING, INC.

THIS TENTH AMENDATORY AGREEMENT is made and entered into this ___ day of
August 2011, by and between the Three Rivers Levee Improvement Authority, ("TRLIA"), a
California Joint Powers Authority, and HDR Engineering, Inc. ("CONSULTANT").

WHEREAS, TRLIA and CONSULTANT entered into an agreement on December 13, 2005 to
provide professional services for Engineering Design and Environmental Studies for Phase 4
Levee Repairs - Upper Yuba River, Continuation of Phase 2 Construction Management (2006),
and FEMA Certification of Contract Work ("Agreement");

WHEREAS, a FIRST AMENDATORY AGREEMENT, executed February 14, 2006, increased
the maximum not to exceed contract fee from $2,580,038 by $118,955 to $2,698,993; and

WHEREAS, a SECOND AMENDATORY AGREEMENT, executed March 7, 2006, increased
the maximum not to exceed contract fee from $2,698,993 by $117,649 to $2,876,642; and

WHEREAS, a THIRD AMENDATORY AGREEMENT, executed August 8, 2006, increased the
maximum not to exceed contract fee from $2,876,642 by $661,193 to $3,537,835; and

WHEREAS, a FOURTH AMENDATORY AGREEMENT, executed October 16, 2007,
increased the maximum not to exceed contract fee from $3,537,835 by $280,000 to $3,817,835; and

WHEREAS, a FIFTH AMENDATORY AGREEMENT, executed August 5, 2008, increased the
maximum not to exceed contract fee from $3,817,835 by $954,524 to $4,772,359; and

WHEREAS, a SIXTH AMENDATORY AGREEMENT, executed September 9, 2008, extended
the time of services rendered to December 31, 2009; and

WHEREAS, a SEVENTH AMENDATORY AGREEMENT, executed May 12, 2009, increased
the maximum not to exceed contract fee from $4,772,359 by $2,416,874 to $7,189,233 and
extended the time of services rendered to December 31, 2010; and

WHEREAS, an EIGHTH AMENDATORY AGREEMENT, executed September 15, 2009
increased the maximum not to exceed contract fee from $7,189,233 by $155,846 to $7,345,079; and

WHEREAS, a NINTH AMENDATORY AGREEMENT, executed July 20, 2010 increased the
maximum not to exceed contract fee from $7,345,079 by $1,473,064 to $8,818,143; and

WHEREAS, TRLIA and CONSULTANT desire to amend Agreement;
NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Exhibit A of AGREEMENT shall be amended to perform those additional services as described in Exhibit A to this TENTH AMENDMENT.

2. Article 2 of AGREEMENT shall be amended to extend the Termination Date of the Agreement to June 30, 2012.

3. ATTACHMENT A, Provision A.2 of the Agreement shall be revised to increase the time of services rendered to June 30, 2012.

4. Attachment B, Provision B.1 of the Agreement shall be revised to increase the maximum not to exceed contract fee by $162,879 from $8,818,143 to $8,981,022.

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

This Amended agreement is hereby executed on this ____ day of August, 2011.

“TRLIA”

________________________________________
Paul G. Brunner
Executive Director

“CONSULTANT”

________________________________________
Robert M. Boling
Senior Vice President

ATTEST:

DONNA STOTTERMeyer
CLERK OF THE BOARD

______________________________

APPROVED AS TO FORM:

______________________________

SCOTT L. SHAPIRO
GENERAL COUNSEL
Scope of Work
(Amendment No. 10)
For Engineering Design Services
Upper Yuba Levee Improvement Project

August 9, 2011

Three Rivers Levee Improvement Authority
Yuba City, California
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Introduction

As a part of previously approved contracts between the Three Rivers Levee Improvement Authority (TRLIA) and HDR Inc., HDR provided civil engineering and environmental services for portions of the Yuba River South Levee, the Bear River South Levee, the Western Pacific Interceptor Canal (WPIC) Levee, and the Upper Yuba Levee Improvement Project (UYLIP).

Designs were prepared by HDR to the 100% level and construction has since commenced and been completed on the Yuba River South Levee, the Bear River South Levee, and the WPIC projects. Construction is currently in progress on the UYLIP.

This amendment is for additional services for these projects as outlined below.

Scope of Work

The tasks outlined in this scope have been prepared based on discussion with TRLIA and include work to be completed during and after the completion of construction activities. This scope includes the following tasks:

- Delineate landslide toe from UPRR to Simpson Lane
- Alternatives Analysis for O&M corridors from Stations 52+00 to 76+00
- WPIC crack investigation

This work will be completed in accordance with our existing contract and subsequent amendments.

1 Delineate Landside Levee Toe, UPRR to Simpson Lane

HDR will work with Kleinfelder Inc. to delineate the landside toe of the levee from the Union Pacific Rail Road (UPRR) to Simpson Lane. Kleinfelder will complete geotechnical analyses for this portion of work in accordance with their scope, attached as Appendix A.

HDR will compile and review data obtained during the pre-design, design and construction phases of the TRLIA Phase IV Levee Repair Project and utilize the results of the geotechnical analyses completed by Kleinfelder to delineate the landside slope of the Yuba South Levee from the Union Pacific Rail Road (UPRR) to Simpson Lane.

HDR’s scope for this portion of the work will include the following:

- HDR will work with and coordinate with Kleinfelder as necessary.
- Review existing topographic data and delineate a draft landside levee toe by projecting the landside slope through the UPRR embankment.
- Adjust the landside levee toe as necessary based on geotechnical review and analyses.
- Generate plan view sheets at 40-scale depicting the landside levee toe.

Deliverables:

- Plan sheets depicting the levee landside toe, existing topography, and adjacent parcel boundary lines. Printed and electronic copies will be provided.

Assumptions:

- The existing topography, and parcel boundary lines generated as a part of the Phase IV project will be used for this assessment. Water surface elevations are to be provided by others.
2 Alternative Analysis for O&M Corridors from STA 52+00 to 76+00

The portion of the Yuba South Levee from Station 52+00 to 76+00 has residential development immediately adjacent to the levee toe of the abandoned railroad embankment. This development hinders RD 784 efforts to perform normal Operation and Maintenance (O&M) responsibilities, flood patrols, and any potential flood fighting efforts. As a part of this Task, HDR will complete an analysis to evaluate several alternatives for TRLIA to provide the needed corridors to RD 784.

2.1 Civil Assessment

HDR will perform a reconnaissance level evaluation and identify three to five alternatives to provide adequate corridor clearance for RD 784. HDR’s scope for this portion of the work will include the following:

- Review aerial maps, existing topography and parcel boundary maps to identify potential corridor alternatives.
- Perform a site reconnaissance visit to identify and photograph pertinent features along the levee and potential corridor alternatives.
- Based on our review of the aerial maps, topography, parcel boundary maps, and the site reconnaissance visit, three to five viable alternatives will be selected for further analysis. Alternatives will be submitted to TRLIA for concurrence prior to completing a more detailed assessment.
- Assess each alternative to determine its effectiveness in providing the following: Access for O&M repairs, vegetation and rodent control, flood patrol and fighting, and to control access to the levee.
- Generate a plan sheet identifying the O&M corridor and one typical section for each alternative.
- Generate preliminary opinions of the probable costs associated with each alternative.

Assumptions:

- The existing topography and parcel boundary lines generate as a part of the Phase IV project will be used for this assessment. Additional or updated information, if needed, will be provided by others.
- Real Estate costs associated with each alternative will be identified by others and provided to HDR. HDR will provide TRLIA’s consultant with a map depicting O&M alternative locations for their cost analyses.

2.2 Environmental Assessment

HDR’s environmental specialists will work with the team to identify any potential environmental constraints for the selected alternatives identified in Task 2.1. HDR’s scope for this portion of the work will include the following:

- Conduct a field reconnaissance to note existing (baseline) conditions for the levee between Stations 52+00 and 76+00 and a broad (300-foot) buffer area. As part of this preliminary field review, HDR will identify potential biological and/or cultural resources affected by the project as well as the levee’s proximity to sensitive receptors.
- Biologists will conduct a reconnaissance-level survey of the proposed alternatives and identify biological constraints associated with each alternative. Particular attention will be paid to any elderberry shrubs or vernal pools that may occur in or adjacent to the proposed alignments. The locations of any sensitive biological or wetland resources will be identified on the plan sheets prepared by HDR for each proposed alternative.
- A cultural resources specialist will visit the site to determine the presence/absence of visible cultural resources. Sensitive receptors will be noted to determine the potential for impacts such as air quality, noise and aesthetics (visual).
A technical memorandum (memo) will be prepared that outlines the methods and results of the reconnaissance survey(s). This memo will identify the potential environmental constraints associated with each of the alternatives and will summarize the relative nature of impacts in matrix format. In addition, the memo will outline the likely environmental process and any potential permits that would be required to implement each alternative, such as endangered species act permits or permits to fill waters of the U.S. and/or waters of the State. The memo will also provide an estimate of costs related to the environmental process and implementing each alternative, including mitigation costs.

**Deliverable:**
- A technical memorandum to be included as part of the Alternatives Analysis report. The memo will outline dates of preliminary surveys, methods, and findings. It will also provide an outline of the environmental process and/or approvals and approximate costs related to each alternative.

### 2.3 Alternatives Analysis Report

HDR will generate an Alternatives Analysis report to summarize our findings from Tasks 2.1 and 2.2 above. The report will include all appropriate plan view sheets, typical sections and opinions of cost for each of alternative analyzed. The report will also include back up cost information provided by the Real Estate team.

**Deliverable:**
- Two (2) copies of the O&M Corridor Alternatives Analysis report to include appropriate plan view sheets, typical sections and opinions of cost for each alternative.

### 3 WPIC Crack Investigation

The purpose of this investigation is to determine the cause of the observed longitudinal cracking in the levee crest and to recommend appropriate mitigation measures.

The longitudinal cracks in the levee crest occurred from about WPIC design Station 221+00 to 232+00 in late 2010. The cracks were subsequently grouted in February 2011. Kleinfelder prepared a “Report of Observations and Findings from Investigation of Surface Crack in Crown of Western Pacific Interceptor Canal West Levee”, dated March 7, 2011. The report recommended an additional investigation.

The tasks outlined in this scope have been prepared based on the email from Larry Dacus at MBK Engineers dated June 16, 2011 and our filed reconnaissance, and includes the following effort:

- Field investigation including soil borings, shallow trenching, and in situ density testing and laboratory testing
- Engineering analyses and formulation of an opinion regarding the cause of cracking
- Recommendations for crack mitigation measures

This work will be completed in accordance with our existing contract and subsequent amendments.

#### 3.1 Field Reconnaissance

HDR performed a field reconnaissance with Mr. Dacus and Mr. Steve Fordice with Reclamation District (RD) 784 on July 20, 2011 in order to observe the cracks that were grouted in early 2011 and to observe existing site conditions. In addition, topographic cross-section locations were selected to be surveyed by MHM, Inc (MHM).

#### 3.2 Field Investigation and Laboratory Testing

Field explorations are required identify potential shear planes in the landslide slope, perform in-place density testing, and to obtain soil samples for laboratory testing. The field investigation will include:

- Shallow trench on the landslide levee slope transverse to the levee from the crest to the toe.
Scope of Work

- Soil Borings at the levee crest and toe
- In-place density testing
- Laboratory testing of selected samples

Landside Trench

The trench will be 3 feet in width and excavated to a depth of approximately 4 ft from the crest down the slope to a distance of 5 ft beyond the toe of the levee slope in the area of the observed cracking. The purpose of the trench is to observe the general condition of the levee fill, identify potential shear planes in the levee slope, and to obtain soil samples for laboratory testing. The trench walls will be cleaned and logged by an HDR geologist or engineer and the borings will be logged by an HDR engineer. In addition, shallow pits will be excavated in the levee slope near the trench for in-place density testing to further characterize the embankment materials.

The trench will be backfilled in accordance with the 2005 design specifications (90% maximum density per ASTM D 1557 with moisture between optimum and +2% of optimum). An HDR engineer will be on site during backfill to ensure proper compaction is met.

Soil Borings

Two soil borings will be drilled in the vicinity of the landside trench. One boring will be drilled at the levee crest to a depth of 50 feet and a second boring will be drilled near the levee toe to a depth of 30 ft. The borings will include sampling at intervals of 2.5 feet. Samples taken will include standard penetration tests, modified California samplers, and Shelby tubes as determined in the field. Borings will be backfilled with cement grout per Yuba County Department of Environmental Health standards. Boring logs will be prepared utilizing the software program gINT and will include information obtained during the exploration program.

Permits will be obtained from the Yuba County Environmental Health Department and the Central Valley Flood Protection Board prior to commencing field activities.

In-Place Density Tests

In situ sand cone density tests will be performed in accordance with the ASTM D1556 test method. The relative compaction of the fill will be estimated based on these values and the results of the Proctor compaction tests. The relative compaction values will be used to prepare the soil samples for laboratory strength and hydraulic conductivity tests.

Laboratory Testing

Based on the completed field work, laboratory testing will be performed on selected samples. The anticipated laboratory test program will include moisture content and dry density, sieve analysis, hydrometer, Atterberg Limits, triaxial and direct shear, permeability, and Proctor compaction tests. The location and frequency of testing will be determined based on the conditions encountered in the field.

Assumptions:
- Right-of-entry and any other permits required will be obtained and provided by TRLIA.
- All necessary equipment and operators to be used for excavating, backfilling, and compacting the landside levee slope will be provided by TRLIA.
3.3 Data Evaluation and Analysis

The field and laboratory data will be evaluated to select parameters for the seepage and slope stability analyses. The levee cross-sections for the models will be based on the survey data obtained by MHM. The levee at the location of the cracks will be analyzed in the existing condition and with steady state seepage at the 200-year and hydraulic top of levee (HTOL) water surface elevations to determine the seepage exit gradients and the slope stability factor of safety. If a shear surface along the landside slope is identified during the field investigation program, this will be included in the slope stability analyses.

Additionally, other potential factors that could have contributed to the cracking will be evaluated based on the field observations and laboratory testing. A matrix will be developed that lists the potential factors with a discussion of the probability the factor has contributed to the observed cracking.

Assumptions:
- TRLIA will provide water surface elevation information.

3.4 Summary of Findings and Engineer’s Opinion

Conclusions regarding the most likely cause of the cracking will be developed. Recommendations for mitigation alternatives will be presented. These recommendations could include adjustments in the District’s operation and maintenance protocols to identify and mitigate future cracks and/or design modifications to the levee cross-section. The results of the seepage and slope stability analyses will be summarized and the calculated seepage exit gradients and slope stability factors of safety will be compared to the allowable ILDC values.

Deliverable:
- Two hard (2) copies and one (1) electronic copy of a report summarizing our findings, conclusions and recommendations.
# Three Rivers Levee Improvement Authority

## HDR Fee Summary

### Amendment 10

<table>
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**Note:** The table above is a snapshot of the HDR Fee Summary for Amendment 10. It details the labor, expenses, and the involvement of subconsultants for various tasks related to the Three Rivers Levee Improvement Authority.
August 12, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
SUBJECT: Authorize travel and travel expense for TRLIA Board Member Mary Jane Griego to attend 2011 Annual FMA Conference in San Diego, CA.

Recommended Action:
Approve an amount not to exceed $1,000 for TRLIA Board Member Mary Jane Griego to attend the 2011 Annual FMA Conference in San Diego, CA from September 7th to September 8th, 2011.

Discussion:
At the June 7, 2011 TRLIA Board meeting Board Member John Nicoletti and Executive Director Paul Brunner were approved to attend the September 2011 FMA Conference from September 6 to the 9th at a cost not to exceed $3,000 for both.

TRLIA’s Feather River Setback Levee was selected for the FMA Award for Excellence for outstanding accomplishments and tremendous efforts put forth in spite of numerous obstacles to provide flood protection for South Yuba County. Board Chairperson Griego is scheduled to accept this notable award for TRLIA on Wednesday, September 7th.

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 is included in the TRLIA 11/12 Budget. The conference and hotel costs for all three TRLIA conference attendees are approximately $2,000. 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 all three attendees is estimated not to exceed $4,000.