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

DECEMBER 6, 2011 – 3:30 P.M.

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

I

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

II

PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern provided it is within the jurisdiction of the Authority, is not already on today’s agenda, and shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Speakers are requested to fill out a “Request to Speak” card and submit it to the Clerk.

III

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

   A. Approve minutes of the meetings of October 8 and November 15, 2011.

   B. Approve extension with Office of Education for administrative offices and authorize Chair to execute same.

IV

ACTION ITEMS

   A. Adopt resolution authorizing proceeding with the Goldfields high ground evaluation project and filing of a California Environmental Quality Action notice of exemption.

   B. Adopt resolution adopting the North Valley Labor Compliance Services Labor Compliance Program manual for Proposition 84 funding for Goldfields high ground evaluation.

   C. Approve employment extension with Executive Director Paul Brunner and authorize Chair to execute same.

   D. Approve Amendment No. 6 to agreement with Handen Inc. in the amount of $123,060 for construction management and authorize Executive Director to execute same.

V

BOARD AND STAFF MEMBERS’ REPORTS

VI

CLOSED SESSION:

Personnel pursuant to Government Code §54957.6 – Provide instructions to representative Andrea Clark on salary or compensation of Executive Director.

VII

ADJOURN

The complete agenda is available at the 915 8th Street, Suite 109 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 less than 72 hours prior to the meeting is available at Suite 109 during normal business hours. In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board’s office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made one full business day before the start of the meeting.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

OCTOBER 18, 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 2:00 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Don L. Graham, Mary Jane Griego, and John Nicoletti. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Clerk of the Board of Supervisors/Secretary Donna Stottlemyer. 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: Jerry Crippen SECOND: Rick Brown
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None ABSTAIN: None ABSENT: None

A. Approve minutes of the meetings of September 19 and 27, 2011. Approved

IV ACTION ITEMS

A. Adopt resolution declaring certain real property APN 014-290-034 as surplus and authorizing the same for disposition. Executive Director Paul Brunner recapped the history of the property which is no longer needed, the process for selling the property, and responded to Board inquiries.

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

Adopted Resolution No. 2011-10 entitled: “A RESOLUTION DECLARING CERTAIN REAL PROPERTY AS SURPLUS AND AUTHORIZING THE SAME FOR DISPOSITION.”

B. Approve contract Amendment No. 11 with HDR Engineering in the amount of $636,668 for Phase 4 construction management and authorize the Executive Director to execute same.

Executive Director Paul Brunner recapped the purpose of the amendment and responded to Board inquiries. Construction Manager Doug Handen responded to Board inquiries regarding the debris pile.
MOTION: Move to approve  MOVED: John Nicoletti  SECOND: Rick Brown
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None   ABSTAIN: None   ABSENT: None

C. Approve contract with Ray Costa in an amount not to exceed $35,000 to provide geotechnical oversight for modifications in the goldfields, and authorize the Executive Director to execute upon review and approval of Counsel. Executive Director Paul Brunner recapped the purpose of the agreement, concerns of Mr. Costa regarding indemnifying TRLIA and removing that clause. Counsel Scott Shapiro recapped the impact of waving the indemnity clause. Design Manager Larry Dacus recapped worked performed by Mr. Costa and felt the risk was minimal regarding waiving.

MOTION: Move to approve agreement with removal of clause C4 Indemnity
MOVED: John Nicoletti  SECOND: Jerry Crippen
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None   ABSTAIN: None   ABSENT: None

D. Approve contract with Sills Geotechnical Engineering in an amount not to exceed $24,000 to provide geotechnical opinions on the Upper Yuba Levee Improvement Project, and authorize the Executive Director to execute same upon review and approval of Counsel. Executive Director Paul Brunner and Design Manager Larry Dacus recapped the purpose of the agreement and responded to Board inquiries.

MOTION: Move to approve with waiver of worker’s comp insurance requirement
MOVED: Jerry Crippen  SECOND: John Nicoletti
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None   ABSTAIN: None   ABSENT: None

E. Designate Scott Shapiro as representative for purposes of contract negotiations with Executive Director.

MOTION: Move to designate Scott Shaprior or designee Andrea Clark
MOVED: John Nicoletti  SECOND: Rick Brown
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None   ABSTAIN: None   ABSENT: None

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

Design Manager Larry Dacus:
• Western Pacific Interceptor Crack update and continued monitoring
• Installation of security cameras and opening of gate

Construction Manager Doug Handen: Upper Yuba Levee Improvement and Goldfields projects update

Public Outreach Coordinator Kim Floyd:
• Community Celebration on levee system completion at Eufay Woods Senior Memorial Park, October 29 from 11:00 a.m. – 2:00 p.m.
• KVIE video progress
Executive Director:
- KVIE Overcoming the Deluge: California’s Plan for Managing Floods airing 7:00 p.m., November 9 and 6:00 p.m. November 13 on Channel 6
- Central Valley Flood Protection Board briefing on flood risk analysis of Yuba Goldfields
- Request for proposal for evaluation of dredge tailing mounds within the Goldfields
- Credit Request for expenses incurred of Upper Yuba High Ground Re-establishment project in the Goldfields

VI CLOSED SESSION: The Board retired into closed session at 3:16 p.m. to discuss the following:

A. Personnel pursuant to Government Code §54957(b) - Executive Director Evaluation

Mr. Brunner left closed session at 3:45 p.m. during the discussion of item B.

B. Personnel pursuant to Government Code §54957.6 - Provide instructions to representative Scott Shapiro on salary or compensation of Executive Director

Chair Griego left closed session at 4:01 p.m. and did not return.

The Board returned from closed session at 4:45 p.m. with all present as listed above.

Counsel Scott Shapiro advised continuation of item B to October 25, 2011 at 4 p.m. in the Board chambers.

VII RECESS: 4:47 p.m. by Vice Chair Brown. The Board reconvened on October 25, 2011 at 4:14 p.m. with all present as indicated above except Director Graham.

VIII CLOSED SESSION: The Board retired into closed session at 4:14 p.m. to discuss the following:

A. Personnel pursuant to Government Code §54957.6 - Provide instructions to representative Scott Shapiro on salary or compensation of Executive Director

The Board returned from closed session at 4:53 p.m. Mr. Shapiro advised Director Graham joined closed session by conference call and further advised direction was provided for implementation at a future Board meeting.

IX ADJOURN: 4:55 p.m. by Chair Griego.

__________________________
Chair

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

__________________________
Approved: ____________________

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THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

NOVEMBER 15, 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 3:09 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Don L. Graham, Mary Jane Griego, and John Nicoletti. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Clerk of the Board of Supervisors/Secretary Donna Stotlemeyer. 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  ACTION ITEMS

A. Adopt resolution approving application for grant funds from the Local Levee Assistance Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84), as it relates to the Goldfields High Ground Evaluation Project, and authorize the Executive Director to prepare and sign all necessary documents for application. Executive Director Paul Brunner recapped the use of funds, related work, and responded to Board inquires.

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

B. Approve Selection Team decision on firm most qualified to perform geotechnical evaluations of Goldfields Dredge Tailings, and authorize the Executive Director to negotiate and execute contract upon review and approval of counsel. Executive Director Paul Brunner recapped the request for proposals and evaluation of proposals received; advised ENGEO Incorporated was selected by the Team and requested Board approval in an amount not to exceed $500,000.

   MOTION: Move to approve selection of ENGEO Incorporated, authorize Executive Director to negotiate and execute contract upon review and approval of counsel in an amount not to exceed $500,000
   MOVED: Jerry Crippen      SECOND: John Nicoletti
   AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
   NOES: None          ABSTAIN: None          ABSENT: None

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

   Executive Director Paul Brunner, Special Counsel Scott MccElhern and Surveyor Kevin Heeney: Feather River Levee Segment 3 landside access corridor and fence construction
Public comment:
- Mr. Phil Miller, Virginia Lane
- Mr. Monty Hecker, Feather River Boulevard
- Central Valley Flood Protection Board Staff Angeles Caliso

Counsel Scott Shapiro: Omission of additional insured requirement from Sills Geotechnical Engineering contract

Executive Director Paul Brunner:
- Community Celebration BBQ marking setback levee completion held October 29, 2011
- Upper Yuba River construction status and debris pile
- South Feather River Setback River gate open for public access
- KVIE Video “Overcoming the Deluge”
- Central Valley Flood protection Board meeting held October 8, 2011 regarding the Goldfields project

V  CLOSED SESSION: The Board retired into closed session at 4:59 p.m. to discuss the following:

Personnel pursuant to Government Code §54957.6 - Provide instructions to representative Scott Shapiro on salary or compensation of Executive Director

The Board returned from closed session at 5:29 p.m. with all present as indicated above. There was no reportable action.

VI  ADJOURN: 5:30 p.m. by Chair Griego.

______________________________  Chair

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

______________________________  Approved:

11/15/11 – TRLIA  PAGE 45
December 6, 2011

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

Recommended Action:

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

Discussion:

The current lease with the Yuba County Office of Education expires on December 31, 2011. The proposed lease extension would allow the Three Rivers Levee Improvement Authority office to remain at the One Stop Center for Business and Workplace Development located at 1114 Yuba Street, Marysville, CA until December 31, 2012. The terms and conditions of the lease extension are the same as the current lease with no CPI increase incurred.

The leased space has three office spaces, a file storage area and a conference room for a total of 1909 sq.ft. of leased space.

Fiscal Impact:

The cost of the proposed lease extension is $1.35 per square foot and the monthly lease amount would remain at $2,717.15 which includes the monthly security charges. The estimated yearly cost is $32,605.80 and is within the approved budget amounts.
GROSS LEASE
BETWEEN YUBA COUNTY OFFICE OF EDUCATION
AND THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
1114 Yuba Street, Marysville, California

Recitals

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

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

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This Lease, "Lease") is made between SCOTIA HOLMES SANCHEZ, Ed.D., the Yuba County Superintendent of Schools, solely in her official capacity as an elected public official of Yuba County, California (Landlord), and the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

Recitals

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

Section 1. Lease.

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

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

Section 2. Warranty by Landlord.

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

Section 3. Term

The term of this Lease will commence on January 1st, 2012, (Commencement Date), and end on December 31st, 2012 (Termination Date) (Term), unless terminated sooner in accordance with the provisions of this Lease.
Section 4. Renewal Extension Option.

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

Section 5. Holding Over.

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

Section 6. First Refusal.

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

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

(a) The Monthly Rent shall be computed at one dollar and thirty five cents ($1.35) per Square Foot for 1,909 square feet of rentable completed office space.

Annually, on January 1st, the lease will be adjusted based on the San Francisco Consumer Price Index (CPI) reflected on the previous February index.

The 1,909 square feet of rentable completed Tenant office space is set forth in Exhibit "A" - Rentable Area Reference Plan Drawing and Exhibit "B" - Space Allocation Sheets. The Monthly Rent includes base lease space rental for the Premises, and services, utilities, supplies and maintenance as set forth in more detail in Section 8 of this Lease.

The Monthly Rent including security is $2,717.15 and shall be payable on the Commencement Date and continuing thereafter on the first day of each month. Monthly Rent payment shall be delivered to the following address: 935 Fourteenth Street, Marysville, California 95901, or at another address that Landlord may from time to time designate by written notice to Tenant. If the Term begins or ends on a day other than the first or last day of a month, the rent for the partial months will be prorated on a per diem basis.

Section 8. Services, Utilities and Supplies.

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

(a) Elevator service.
(b) Maintenance of Premises in good operating condition and appearance to include, but not necessarily limited to, the following:
   1) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.
2) Furnishing remedial painting as necessary to maintain the premises in a neat and clean condition.
3) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.
4) Annual testing and maintenance of all fire extinguishers in or adjacent to the leased premises.
(c) Security monitoring service with access fobs and security codes. Gross lease services do not include physical on-site security services.
(d) Janitorial services sufficient to maintain the interior in a clean well-maintained condition to the greatest practical degree possible, by more specially performing the following:

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

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

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

As Needed:
1) Spot clean all walls.
2) Sweep parking areas and sidewalks.
3) Dust all window blinds.
4) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.
5) Wash all windows, window blinds, light fixtures, walls and painted surfaces.
6) Steam clean carpets to remove all stains and spots.
The utility baseline expenses incurred by the Landlord are established at the Commencement Date. The Tenant’s Commencement Date baseline utility costs are established at an averaged monthly cost of $0.20 per square foot of rentable area leased per month. Baseline utility expense rate established covers the Tenant’s share of the Landlord’s utility costs related to electric, gas, water, sewer and garbage in providing the services and utilities, as set forth below:

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

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

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

Section 9. Use of Premises.

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

Section 10. Insurance

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

Section 11. Insurance for Tenant's Personal Property.

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

Section 12. Indemnification

Each party to this Lease shall indemnify and hold harmless the other party from any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Premises when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by the party, its agents, servants, employees, or invitees.
Section 13. Assignment and Subletting

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

Section 14. Other Provisions of Lease

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

Section 15. No Broker.

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


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

To Landlord: SCOTIA HOLMES SANCHEZ, Ed.D.
Yuba County Superintendent of Schools
935 Fourteenth Street
Marysville, California 95901
To Tenant:  PAUL BRUNNER
Director, TRLIA
1114 Yuba Street, Suite 218
Marysville, California 95901

Section 17. Successors and Assigns.

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

Section 18. Entry

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

Section 19. Late Charge and Interest.

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

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

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

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

Section 21. Environmental Certification.

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

Section 22. Parking.

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

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

Section 24. Entire Agreement.

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

Section 25. Time of Essence.

Time is of the essence in this Lease.


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

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

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

Landlord: _________________________ Date: 11/30/11
SCOTIA HOLMES SANCHEZ, Ed.D.
Superintendent of Schools
Yuba County Board of Education
December 6, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director  
Andrea Clark, TRLIA Counsel
SUBJECT: Notice of Exemption from California Environmental Quality Act for Goldfields High Ground Evaluation Project

Recommended Action
Approve attached Resolution by the Board of Directors of Three Rivers Levee Improvement Authority instructing staff to proceed with Goldfields High Ground Evaluation project and authorize the filing of attached CEQA Notice of Exemption for the project.

Background
On September 19, 2011, the TRLIA board was briefed by staff on the interim findings of TRLIA’s hydraulic analysis of the Goldfields, which identified a greater flood risk than historically recognized. At the time of the presentation there was a general consensus by board members, but no formal action, to move forward with two initial phases of work to address the issues identified in the briefing. The first phase was rehabilitation work to be performed by private mining entities in conjunction with their mining operations in the Goldfields. At its September 27, 2011 meeting, the Board approved contracts with Western Aggregates and Cal Sierra Development to perform this work at critical locations in the Goldfields.

The second phase of work involves a geotechnical evaluation of the Goldfields and preparation of a feasibility study in order to determine whether and how to protect the area from both a 100-year and a 200-year storm event. This second phase of work is referred to as the Goldfields High Ground Evaluation project. At its November 15, 2011 meeting, the board adopted a resolution approving the filing of an application for grant funds from the Department of Water Resources’ (DWR) Local Levee Assistance Program for the Goldfields High Ground Evaluation project. The board also approved the staff Selection Team’s decision on the firm most qualified to perform geotechnical evaluations of Goldfield dredge tailings. TRLIA since entered into a contract for this purpose with ENGEIO, Inc.

Discussion
Staff recommends that the board formally instruct staff to proceed with the Goldfields High Ground Evaluation project, which involves geotechnical evaluation, hydraulic analysis, researching the history of the Goldfields, a feasibility study, and project management to support all of these elements. In addition, staff recommends that the board approve the filing of a CEQA Notice of Exemption for the project.
The project is exempt from CEQA review pursuant to 14 Cal. Code Regs. § 15304 (Minor Alterations to Land) because it involves the drilling of a limited numbers of test pits and borings that will be backfilled with earth into previously excavated land with material that is compatible with the natural features of the site. The project will result in only minor changes to land and vegetation and will not require the removal of any mature trees. No fill will be imported to the site.

The project is also exempt from CEQA review pursuant to 14 Cal. Code Regs § 15306 (Information Collection) and 14 Cal. Code Regs. § 15262 (Feasibility and Planning Studies) because it involves collecting information that TRLIA will use to plan possible future actions at the project location, but TRLIA has not yet funded, approved, or adopted any such future actions. The project will not legally bind TRLIA to take any specific future action, but will assist TRLIA in selecting an appropriate course of action.

**Fiscal Impact**
No fiscal impact with this action.

**Attachments:**
- Proposed Resolution
- Proposed NOE
RESOLUTION NO. 2011-__

A RESOLUTION BY THE BOARD OF DIRECTORS OF
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AUTHORIZING STAFF TO PROCEED WITH THE GOLDFIELDS HIGH GROUND
EVALUATION PROJECT AND THE FILING OF A
CEQA NOTICE OF EXEMPTION

WHEREAS, Three Rivers Levee Improvement Authority (TRLIA) has been
working to bring the Reclamation District 784 basin to 200-year flood protection; and

WHEREAS, TRLIA has approved contracts with private mining entities in the
Yuba Goldfields (“Goldfields”) providing for minor rehabilitation of certain embankment
sites through the backfilling of approximately 50,000 cubic yards of cobble into existing
excavations; and

WHEREAS, the second phase of TRLIA’s Goldfields work includes a
géotechnical evaluation and preparation of a feasibility study in order to determine
whether and how to protect the area from both a 100-year and a 200-year storm event in
addition to a hydraulic analysis, researching the history of the Goldfields, and project
management to support each of these elements (the “Goldfields High Ground Evaluation
project”); and

WHEREAS, TRLIA has approved the filing of an application for grant funds
from the Department of Water Resources’ Local Levee Assistance Program and has
identified the firms most qualified to perform the geotechnical evaluation and to prepare
the feasibility study, but has not yet formally instructed staff to proceed with the
Goldfields High Ground Evaluation project; and

WHEREAS, TRLIA has concluded that the project is exempt from review under
the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of the Three Rivers Levee Improvement Authority hereby
authorizes staff to proceed with the Goldfields High Ground Evaluation project.

2. The Board finds that the project is exempt from CEQA review pursuant to the
CEQA Guidelines, 14 Cal. Code Regs. §§ 15262 (Feasibility and Planning Studies),
15304 (Minor Alterations to Land), and 15306 (Information Collection). The project is
exempt because it consists of the collection of information that will be used to develop a
feasibility study and involves only minor alterations to land. Excavations will be
backfilled with material that is compatible with the natural features of the site, will result
in only minor changes to land and vegetation, and will not require the removal of any
mature trees. TRLIA will use the project to guide and inform its selection of feasible
alternatives for protecting the area from both a 100-year and 200-year flood event, but
has not yet approved, adopted, or funded any such alternative. The project will not have a legally binding effect on later activities.

3. The Board hereby authorizes the Executive Director to promptly file a CEQA Notice of Exemption for the Goldfields High Ground Evaluation project with the County Clerk.

PASSED AND ADOPTED this 6th day of December, 2011, by the Board of Directors of Three Rivers Levee Improvement Authority by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________________________
Chair

ATTEST: DONNA STOTLLEMEYER,
CLERK OF THE BOARD

__________________________________________

APPROVED AS TO FORM: GENERAL COUNSEL
SCOTT SHAPIRO
Notice of Exemption

To: County Clerk
    County of Yuba
    915 8th. St., Suite 107
    Marysville, CA 95901

From: Three Rivers Levee Improvement Authority
    1114 Yuba St., Suite 218
    Marysville, CA 95901

Project Title: Goldfields High Ground Evaluation

Project Location - Specific: Yuba Goldfields

Project Location - City: Yuba

Project Location - County:

Description of Nature, Purpose and Beneficiaries of Project: The Three Levee Rivers Improvement Authority ("TRLIA") will conduct a geotechnical evaluation of the Goldfields area for the purpose of developing alternatives to address flooding risks posed by training walls north of the Goldfields area, and will prepare a feasibility study for potential future action by TRLIA. Geotechnical evaluation will involve the review of existing data, site reconnaissance, and excavation of 20 to 40 test holes at depths of five to fifteen feet in various locations to obtain bulk soil samples. TRLIA may also drill several borings up to 100 feet deep if no such borings are presently available. TRLIA will backfill all pits or holes with material removed during excavation. The soil samples will be tested and used to perform additional field tests, the results of which will be used to help finalize geotechnical design parameters.

Name of Public Agency Approving Project: Three Rivers Levee Improvement Authority

Name of Person or Agency Carrying Out Project: Three Rivers Levee Improvement Authority

Exempt Status: (check one)

☒ Categorical Exemption. State type and section number: CEQA Guidelines, 14 Cal. Code Regs. §§ 15304 (Minor Alterations to Land), 15306 (Information Collection)


Reasons why project is exempt: The project is exempt from CEQA review pursuant to 14 Cal. Code Regs. § 15304 (Minor Alterations to Land) because it involves the drilling of a limited numbers of test pits and borings that will be backfilled with earth into previously excavated land with material that is compatible with the natural features of the site. The project will result in only minor changes to land and vegetation and will not require the removal of any mature trees. No fill will be imported to the site. The project is also exempt from CEQA review pursuant to 14 Cal. Code Regs § 15306 (Information Collection) and 14 Cal. Code Regs. § 15262 (Feasibility and Planning Studies) because it involves collecting information that TRLIA will use to plan possible future actions at the project location, but TRLIA has not yet funded, approved, or adopted any such future actions. The project will not legally bind TRLIA to take any specific future action, but will assist TRLIA in selecting an appropriate course of action.

Lead Agency

Contact Person: Paul G. Brunner

Area Code/Telephone/Extension: (530) 749-5679

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: ___________________________ Date: ____________ Title: TRLIA Executive Director

☒ Signed by Lead Agency Date received for filing at County Clerk: ___________________________

☐ Signed by Applicant

1200983.2
December 6, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Andrea Clark, TRLIA Counsel
SUBJECT: Adoption of Labor Compliance Program

**Recommended Action**
Approve attached Resolution by the Board of Directors of Three Rivers Levee Improvement Authority adopting the North Valley Labor Compliance Services Labor Compliance Program. Adoption of this program is required as part of TRLIA’s application for Proposition 84 funds for the Goldfields High Ground Evaluation project.

**Background**
In September 2011, the TRLIA board was briefed by staff on the interim findings of TRLIA’s hydraulic analysis of the Goldfields, which identified a greater flood risk than historically recognized. TRLIA has begun to address the flood risk by funding rehabilitation work performed by private mining entities in the Goldfields.

The second phase of work identified in the Goldfields briefing involves a geotechnical evaluation of the Goldfields and preparation of a feasibility study in order to determine whether and how to protect the area from both a 100-year and a 200-year storm event. This second phase of work is referred to as the Goldfields High Ground Evaluation project. At its November 15, 2011 meeting, the board adopted a resolution approving the filing of an application for grant funds from the Department of Water Resources’ (DWR) Local Levee Assistance Program (Proposition 84) for the Goldfields High Ground Evaluation project. The board also approved the staff Selection Team’s decision on the firm most qualified to perform geotechnical evaluations of Goldfield dredge tailings. TRLIA since entered into a contract for this purpose with ENGEIO, Inc.

As part of the application for Proposition 84 funding, DWR requires that TRLIA demonstrate that it has an approved Labor Compliance Program pursuant to California law. The Department of Industrial Relations ("DIR") oversees California's laws regarding the working conditions of and the payment of wages to California employees. Generally, public agencies in California must pay prevailing wages for all public works projects exceeding $1,000. Cal. Labor Code § 1771.

Public agencies may adopt and enforce their own Labor Compliance Programs ("LCPs"). As an alternative to developing its own LCP and enforcing it in-house, a public agency can contract
with a third party for administration and enforcement. Given TRLIA’s limited staff and lack of experience with LCPs, this option makes the most sense for TRLIA’s Goldfields High Ground Evaluation project.

TRLIA staff have communicated with two third-party administrators with experience in this area and have entered into a contract with North Valley Labor Compliance Services. North Valley Labor Services has a pre-approved LCP and will formally request that DIR approve the program for TRLIA’s Goldfields High Ground Evaluation project. North Valley Labor Services will then enforce the program by communicating with TRLIA’s contractor(s) to ensure compliance with prevailing wage laws. The LCP will apply only to this project.

Paul Brunner executed the contract pursuant to his contracting authority in order to allow North Valley Labor Compliance Services to prepare documentation to be submitted on Wednesday, December 7, prior to TRLIA’s filing of the Proposition 84 funding application on Thursday, December 8.

**Fiscal Impact**
Paul Brunner executed a contract with North Valley Labor Compliance Services, which was reviewed by TRLIA counsel, with a not-to-exceed amount of $3,000.

**Attachment:**
- Proposed Resolution
RESOLUTION NO. 2011-__

A RESOLUTION BY THE BOARD OF DIRECTORS OF
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
ADOPTING LABOR COMPLIANCE PROGRAM

WHEREAS, Three Rivers Levee Improvement Authority (TRLIA) has been working to bring the Reclamation District 784 basin to 200-year flood protection; and

WHEREAS, TRLIA has performed hydraulic analyses of the Yuba Goldfields area and determined that the area suffers a greater risk of flooding than historically recognized; and

WHEREAS, TRLIA is moving forward with a geotechnical evaluation of the Goldfields and preparation of a feasibility study to determine whether and how to protect the RD 784 area from both a 100-year and a 200-year storm event (the Goldfields High Ground Evaluation project); and

WHEREAS, the Board adopted a resolution on November 15, 2011 approving the filing of an application for grant funds from the Department of Water Resources’ (DWR) Local Levee Assistance Program (Proposition 84), Public Resources Code § 75032 et seq., for the Goldfields High Ground Evaluation project; and

WHEREAS, as part of the application for Proposition 84 funding, DWR requires that TRLIA demonstrate that it has an approved Labor Compliance Program pursuant to California law; and

WHEREAS, TRLIA has contacted North Valley Labor Compliance Services which has agreed to provide a Labor Compliance Program for TRLIA to adopt.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board hereby adopts the North Valley Labor Compliance Services Labor Compliance Program manual.

2. The Board hereby instructs staff to consult with North Valley Labor Compliance Services and implement the Labor Compliance Program, as outlined in the manual.

PASSED AND ADOPTED this 6th day of December, 2011, by the Board of Directors of Three Rivers Levee Improvement Authority by the following vote:
AYES:

NOES:

ABSENT:

ABSTAIN:

__________
Chair

ATTEST: DONNA STOTTLMEYER,
CLERK OF THE BOARD

________________

APPROVED AS TO FORM: GENERAL COUNSEL
SCOTT SHAPIRO

________________
December 6, 2011

TO: Three Rivers Levee Improvement Authority Board

FROM: Scott Shapiro and Andrea Clark, General Counsel

SUBJECT: Paul Brunner Employment Contract Extension

Recommended Action

Approve contract extension of Paul Brunner as Executive Director of the Three Rivers Levee Improvement Authority.

Background

On May 16, 2006, the Three Rivers Levee Improvement Authority (TRLIA) hired its first full time Executive Director by retaining Paul Brunner. Paul replaced the part time assignment performed by Kent McClain, the Yuba County CAO. The hiring was implemented via an employment agreement (Agreement) between Brunner, TRLIA, and Yuba County. Yuba County would act as the employer and then would assign Paul to TRLIA to run the program. TRLIA would reimburse the County for the costs of the Agreement. On January 22, 2008 and again on August 18, 2009, upon completion of the existing terms, TRLIA, the County, and Brunner executed an extension. That extension ends on December 31 of this year.

In acknowledgement of the completion of the extended term, the Board held a closed session with Brunner to provide an evaluation. The Board also held two separate closed sessions with General Counsel Scott Shapiro to provide directions to Shapiro as the Board designated negotiator with Paul for a further extension. As a result of these closed sessions, and separate meetings between Brunner and Shapiro, the attached extension is presented for consideration. This extension makes the following changes from the existing Agreement:

- In recognition of the decreased work load of TRLIA by having completed significant portions of the program, Brunner will become a part time employee, working between 50% and 100% time each month. As a result, Brunner’s salary will be decreased to reflect the hours actually worked, and Brunner’s sick leave and vacation time will accrue on a pro rated basis.

- This extension is for a two year period to December 31, 2013, with a regular performance review by December 2012.
- Likely due to a belief that TRLIA’s work was nearly complete when the original Agreement was executed, the Agreement precludes Brunner from obtaining any seniority increases in his salary after four years of employment. In recognition that this deprives Brunner of a benefit otherwise available to the majority of the County employees, this limitation is removed. The extension also provides for good faith negotiation of any changes in salary as a result of the currently pending job analysis study being performed on the Executive Director position. The purpose of the study is to assure that the salary paid to Brunner is fair in light of how other comparable positions are paid.

- The extension also removes the ability of Brunner to request reimbursement for mileage and replaces that ability with a flat car allowance of $300. This change is provided as an administrative convenience and to remove the high staff cost associated with requesting such mileage, which involves review and processing by separate employees of both TRLIA and the County.

**Fiscal Implications:**

The cost of this extension is included in the TRLIA approved budget for 2011/12.

**Attachment:**

- May 16, 2006 Agreement
- January 28, 2008 extension
- August 18, 2009 extension
- Proposed further extension
EMPLOYMENT AGREEMENT AMONG THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, THE COUNTY OF YUBA, AND PAUL G. BRUNNER

This Employment Agreement ("Agreement") is entered into on this __16th__ day of May, 2006 among the Three Rivers Levee Improvement Authority ("Authority"), established in April 2004, and the COUNTY OF YUBA ("County"), a political subdivision of the State of California, and Paul G. Brunner ("Employee").

RECITALS

WHEREAS, the Authority and the County will enter into an agreement providing that the Authority's employees are considered both County and Authority employees; and

WHEREAS, the Authority desires to employ Employee as its Executive Director; and

WHEREAS, Employee desires to serve as the Executive Director of Authority beginning June 1, 2006; and

WHEREAS, the County Administrative Officer ("CAO") shall be considered the Employee's supervisor, but the CAO shall provide an evaluation to the Employee and shall terminate or discipline the Employee only in accordance with the direction of the Authority; and

WHEREAS, the Authority, Employee, and the County desire to agree in writing to the terms and conditions of Employee's employment as the Authority's Executive Director; and

This Agreement shall be the sole and exclusive basis for an employment relationship among Employee, Authority, and County.

AGREEMENT

1. Incorporation of Recitals.

The foregoing recitals and the introductory paragraph are hereby incorporated into this Agreement.

2. Duties of Employee.

A. Employee agrees to serve as the Executive Director of the Authority and shall perform the functions and duties as specified in the class specification for the Executive Director (attached hereto and incorporated herein by reference as Exhibit A) and all other
applicable laws, rules and regulations now in effect or hereafter adopted, and to perform other legally permissible and proper duties and functions as the Authority may from time to time assign.

B. Employee shall perform the assigned duties to the best of his/her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the County and all directives of the Authority.

C. Employee shall not engage in any activity or take any position (paid or otherwise) that is, may become, or may in any degree present a conflict of interest or appear to present a conflict of interest with the duties inherent in the position of the Authority's Executive Director. Employee shall not engage in any activity that is, or may become, a prohibited contract, or which may create an incompatibility of office as defined under state law.

D. Employee agrees to complete economic interest disclosure forms as required by law and in connection with the performance of any services under this Agreement, which shall be filed in accordance with laws and regulations relating to disclosure forms during the term of this Agreement and thereafter as may be required by law or regulation.

3. Duties of Authority and County.

The parties agree that Employee shall be an at-will employee of both the Authority and the County. Employee or the Authority may terminate this employment relationship at any time during the term of this Agreement with or without cause and as described more fully below.

A. County Administrative Officer. The County Administrative Officer ("CAO") shall be Employee's official County supervisor. The CAO shall authorize Employee's payroll as well as vacation, sick and other applicable leave time. Employee shall not be required to implement specific programs or perform specific tasks requested solely by the CAO; such direction shall be given by the Authority. The CAO shall not have the individual authority to evaluate, discipline, release, or terminate Employee.

B. Rights and Benefits. The County shall provide Employee with the same rights and benefits as provided to County management employees, and as they may be amended from time to time and as such rights and benefits may be modified by this Agreement. County shall be responsible for addressing all of Employee's rights and benefits questions with respect to County employment.

C. Authority's Responsibilities. The Authority shall provide overall managerial and supervisory direction to Employee. Employee's questions concerning individual projects and assignments are to be directed to the Chair of the Authority.
D. **Approval of Authority.** Upon a majority vote of Authority members present and voting at an Authority meeting, the Authority shall recommend to the CAO Employee’s evaluation, discipline, release, or termination, and the CAO shall follow any such recommendation.

E. **Agreement between County and Authority.** The specific duties and obligations of the County and the Authority will be further specified in an Agreement between the County and the Authority. In the event of any inconsistency between this Agreement and the Agreement between the County and the Authority, this Agreement shall control.

4. **Term.** The term of this Agreement shall be from the date Employee executes this Agreement and shall continue until June 30, 2008, and may be extended by agreement of both parties. Nothing is preventing the parties from modifying this agreement should future funding be secured.

5. **Resignation and Termination.**

A. **Resignation.** Employee may resign at any time during the term of this Agreement and agrees to provide the Authority with thirty (30) days advance written notice of the effective date of his/her resignation.

B. **No Promise of Continued Employment.** There is no express or implied promise made to Employee by either Authority or County for any form of continued employment. All parties agree that Employee is an at-will employee who serves at the pleasure of the Authority and whose employment may be terminated at any time without cause.

C. **Release of Employee from Authority Service.** Authority may release Employee from Authority employment at any time upon written notice and after a majority vote of the all the Authority members. An Authority decision to release Employee may be made in closed session consistent with the Ralph M. Brown Act and subsequently announced in a public meeting. The Authority shall transmit its decision to release Employee to the CAO, who shall immediately take the appropriate measures to remove Employee from his service as the Authority’s Executive Director.

   a. In recognition of employee’s professional status and integrity, Employee and the Board shall prepare a joint public statement to be made by the Board at the public meeting when the Board action of termination is announced.

   b. Employee shall have the option to resign his office instead of being terminated if an action by the Authority to terminate has been taken in closed session. Employee shall be given a time certain, not less than five working days, by which such resignation in writing shall be
delivered to the Clerk of the Board and, in the event such resignation is timely delivered, the public announcement as provided for in paragraph 5C(a), above, will reflect that Employee has resigned. Such resignation in lieu of termination shall not affect the right to receive payment under this contract as hereinafter set forth.

c. A decision by the Board to terminate Employee for cause may be made in closed session consistent with the Ralph M. Brown Act and announced at a public meeting. Cause is defined as failure to perform the duties outlined in section 2 of this agreement. In the event of termination for cause Employee shall have the right to a name clearing public hearing.

d. The CAO and the County shall also comply with all applicable local, state, and federal laws, regulations, policies, and procedures with respect to any discipline or termination of Employee, except to the extent that they contradict the terms of this Agreement.

e. Should the employee be terminated without cause, the employee will be paid six months severance pay, or if less than six months remain on the contract, the employee will be paid the full amount of the remaining portion of the contract as severance pay.

6. Salary

A. Commencing with the date of appointment set forth above, Employee shall be compensated according to the Yuba County Classification System - Basic Salary Schedule which identifies the base gross monthly rate of the Executive Director at eight thousand three hundred thirty four dollars ($8334.00). Employee shall be hired at the Merit Index rate equivalent to the completion of at least 2 years service – 1.1030 equaling $9193.00 and the SCD shall be temporarily adjusted to reflect the advanced Index Rate. Employee will continue to receive annual Index Rate increases until their Index Rate equals 1.2160 (equivalent to four years of service). Additionally, an increase equal to any cost of living increase given to miscellaneous employees shall also be given to Employee.


A. Initial Performance Evaluation. The Authority shall perform an initial performance evaluation of Employee within the first ten ninety days (90) days of the term of this Agreement. The purpose of this evaluation is to establish the Authority’s goals and expectations of the new Executive Director. All members of the Authority will go over the evaluation with the employee during a closed meeting session. Upon approval of a majority of the Authority members, the Authority Chair shall transmit the evaluation to the CAO, who shall complete and file the evaluation with the County.
B. **Subsequent Performance Evaluations.** Following the Initial Performance Evaluation specified in Section 6(A) above, the Authority shall thereafter perform a performance evaluation of Employee on an annual basis. All members of the Authority will go over each evaluation with the employee during a closed meeting session. Upon approval of a majority of the Authority members, the Authority Chair shall transmit the evaluation to the CAO, who shall complete and file the evaluation with the County.

C. **Right to More than an Annual Evaluation.** Nothing in this Section 6 or County rules, policies, or procedures shall prohibit the Authority from evaluating Employee on a more frequent basis.

8. **Other Benefits**

A. The Authority or County shall provide the employee a vehicle to use to conduct Authority duties. The employee can take this vehicle home when Authority duties make it impractical for employee to return to office that day. Employee would return vehicle to work site the following workday. The Authority or County will be responsible for the insurance, maintenance, and operational costs of this vehicle.

B. The Authority or County shall provide the employee with a cell phone to use for County or Authority duties. The employee can use the cell phone for limited personal use. The Authority or County will be responsible for the maintenance, and operational costs of this phone.

C. The Authority or County shall reimburse employee for mileage costs associated with using employee's personal vehicle for Authority or County business. The reimbursement rate will be the same as used for Yuba County employees.

D. Since this is a term position the waiting period for the following benefits are waived and effective the first day of the contract the employee is granted:

1) 12 days of sick leave per year
2) 15 days of vacation time per year. In 2006 the employee has already made significant personal vacation plans for 2 October thru 17 October, which the County and Authority approve.

9. **Notices**

Any notices required by this Agreement shall be in writing and either given in person to the recipient or by first class mail, postage prepaid, and addressed as follows:

**TO AUTHORITY:** Three Rivers Levee Improvement Authority 915 8th Street, Suite 115 Marysville, CA 95901 Attn: Chair
TO COUNTY: County of Yuba
915 8th Street, Suite 115
Marysville, CA 95901
Attn: County Administrator

TO EMPLOYEE: Paul G. Brunner
8186 Joe Rodger Road
Granite Bay, CA 95746

9. Assignment.

This Agreement is not assignable by any of the parties. Any agreement to the contrary by any of the parties shall be void.


This Agreement shall be administered and interpreted under California law as if drafted equally among all parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yuba County.

11. Severability

In the event that any portion of this Agreement is finally held or determined to be illegal or void by a Court having jurisdiction, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, Authority, County, and Employee have caused this Agreement to be signed and executed as of the dates of their respective signatures.

DATE: May 16, 2006

AUTHORITY

BY: Richard Webb, Chair

DATE: May 16, 2006

COUNTY

BY: Chairman

DATE: May 10, 2006

EMPLOYEE

BY: Paul G. Brunner
EXTENSION TO
EMPLOYMENT AGREEMENT AMONG THE THREE RIVERS
LEVEE IMPROVEMENT AUTHORITY,
THE COUNTY OF YUBA,
AND PAUL G. BRUNNER

This Extension to Employment Agreement Among The Three Rivers Levee Improvement Authority, the County Of Yuba, and Paul G. Brunner ("Extension") is entered into on the ___ day of January, 2008, between the Three Rivers Levee Improvement Authority ("Authority"), the County of Yuba ("County"), and Paul G. Brunner ("Employee")

RECITALS

WHEREAS, on May 16th, 2006 the Authority, the Employee, and the County of Yuba entered into an Employment Agreement whereby Employee was retained as Executive Director of the Authority; and

WHEREAS, the term of that Employment Agreement is to expire on June 30, 2008 because of uncertainty that existed at the time when the Employment Agreement was executed as to funding sources for the Authority and when the flood protection improvements proposed by the Authority would be completed; and

WHEREAS, the Employment Agreement explicitly provides in Section 4 that the term of the Employment Agreement may be extended; and

WHEREAS, the Authority, the County, and the Employee desire to extend the employment relationship by an additional eighteen months from the expiration of the term of the Employment Agreement (i.e., until December, 31, 2009), without any other changes to the Employment Agreement.

AGREEMENT

1. Incorporation of Recitals.

   The foregoing recitals and the introductory paragraph are hereby incorporated into the Agreement.

2. Extension of Term.

   The first sentence of Section 4 of the Employment Agreement shall be amended to delete the date of "June 30, 2008" and to replace that date with "December 31, 2009."

3. Remainder of Employment Agreement.

   No further changes shall be made to the Employment Agreement as a result of this Extension.

Attachment 2
IN WITNESS WHEREOF, Authority, County, and Employee have causes this Extension to be signed and executed on the dates of their respective signatures.

Date: January 8, 2008

AUTHORITY
By: [Signature]
Mary Jane Striegler, Chair

Date: January 22, 2008

COUNTY
By: [Signature]
Daniels Logue, Chair

Date: 1-9-05

EMPLOYEE
By: [Signature]

APPROVED AS TO FORM
DANIEL G. MONTGOMERY
COUNTY COUNSEL

[Signature]

Approved as to Form
Scott Shapiro
TRLA General Counsel

[Signature]
Andrea P. Coast for Scott Shapiro
EXTENSION TO
EMPLOYMENT AGREEMENT AMONG THE THREE RIVERS
LEVEE IMPROVEMENT AUTHORITY,
THE COUNTY OF YUBA,
AND PAUL G. BRUNNER

This Extension to Employment Agreement Among The Three Rivers Levee Improvement Authority, the County Of Yuba, and Paul G. Brunner ("Extension") is entered into on the 18th day of August, 2009, between the Three Rivers Levee Improvement Authority ("Authority"), the County of Yuba ("County"), and Paul G. Brunner ("Employee")

RECITALS

WHEREAS, on May 16th, 2006 the Authority, the Employee, and the County of Yuba entered into an Employment Agreement whereby Employee was retained as Executive Director of the Authority; and

WHEREAS, the term of that Employment Agreement is to expire on December 31, 2009 because of uncertainty that existed at the time when the Employment Agreement was executed as to funding sources for the Authority and when the flood protection improvements proposed by the Authority would be completed; and

WHEREAS, the Employment Agreement explicitly provides in Section 4 that the term of the Employment Agreement may be extended; and

WHEREAS, the Authority, the County, and the Employee desire to extend the employment relationship by an additional two years from the expiration of the term of the Employment Agreement (i.e., until December, 31, 2011), without any other changes to the Employment Agreement.

AGREEMENT

1. Incorporation of Recitals.

The foregoing recitals and the introductory paragraph are hereby incorporated into the Agreement.

2. Extension of Term.

The first sentence of Section 4 of the Employment Agreement shall be amended to delete the date of "December 31, 2009" and to replace that date with "December 31, 2011."

3. Remainder of Employment Agreement.

No further changes shall be made to the Employment Agreement as a result of this Extension.
IN WITNESS WHEREOF, Authority, County, and Employee have causes this Extension to be signed and executed on the dates of their respective signatures.

Date: August 18, 2009

AUTHORITY
By: [Signature]

Mary Jane Griego, Chair

Date: September 15, 2009

COUNTY
By: [Signature]

John McDonald, Chair

Date: 8-18-09

EMPLOYEE
By: [Signature]

Paul S. Brumm

APPROVED AS TO FORM:
COUNTY COUNSEL

[Signature]
Chief Deputy

APPROVED AS TO FORM:
ANDREA P. CLARK
GENERAL COUNSEL, TRLIA

[Signature]
EXTENSION TO
EMPLOYMENT AGREEMENT AMONG THE THREE RIVERS
LEVEE IMPROVEMENT AUTHORITY,
THE COUNTY OF YUBA,
AND PAUL G. BRUNNER

This Extension to Employment Agreement among the Three Rivers Levee Improvement Authority, the County Of Yuba, and Paul G. Brunner ("Extension") is entered into on the ___ day of December, 2011, between the Three Rivers Levee Improvement Authority ("Authority"), the County of Yuba ("County"), and Paul G. Brunner ("Employee")

RECITALS

WHEREAS, on May 16th, 2006, the Authority, the Employee, and the County entered into an Employment Agreement whereby Employee was retained as Executive Director of the Authority; and

WHEREAS, the Authority, the County, and the Employee desired on January 22, 2008 and again on August 18, 2009 to extend the employment relationship and did so; and

WHEREAS, the Authority, the County, and the Employee desire to again extend the employment relationship by an additional two years from the expiration of the term of the Employment Agreement (i.e., until December, 31, 2013), with the changes noted herein.

AGREEMENT

1. Incorporation of Recitals.

The foregoing recitals and the introductory paragraph are hereby incorporated into the Agreement.

2. Extension of Term.

The first sentence of Section 4 of the Employment Agreement shall be amended to delete the date of "December 31, 2011" and to replace that date with "December 31, 2013."

3. Remainder of Employment Agreement. The following changes shall be made to the Employment Agreement:

(a) Section 2.E. A new section 2.E. shall be added as follows: "Employee shall be a part time employee working no less than 50% time in a month and no more than 100% time in a month, with no more than 40 hours worked in any given week. Employee shall monthly report to County the number of hours worked and shall show hours worked on a daily basis. The County and Authority understand and agree that Employee may dedicate some of his time away from the duties of Authority working for other employers, and such arrangement is approved so long as it is consistent with Section 2.C."
(b) **Section 6.A.** The following phrase shall be deleted from the third sentence of Section 6.A.: “until their Index Rate equals 1.2160 (equivalent to four years of service).”

(c) **Section 6.B.** A new Section 6.B. shall be added as follows: “The Parties acknowledge that the County is doing a study regarding the duties and commensurate compensation for this position. The Parties agree to negotiate changes to the salary in good faith if so requested by Employee after conclusion of the study.”

(d) **Section 6.C.** A new Section 6.C shall be added as follows: “The Parties acknowledge that Employee will move from a full time to a part time employee under this Agreement. Therefore, County shall calculate an hourly rate for Employee’s work based on the salary determined under Section 6.A. and using a monthly report from Employee of hours actually worked, County shall calculate the salary for the month and pay Employee accordingly.”

(e) **Section 8.B.** Section 8.B. shall be deleted and replaced with the following: “In lieu of a cell phone, the Authority or County shall provide Employee with a data card for Employee’s computer thus allowing Employee to work remotely. The Authority or County will be responsible for the maintenance and operational costs of this data card.”

(f) **Section 8.C.** Section 8.C. shall be deleted and replaced with the following: “In lieu of reimbursing Employee for mileage costs associated with using Employee’s personal vehicle for Authority business, Employee shall receive a car allowance of $300 per month.”

(g) **Section 8.D.** Section 8.D. shall be deleted and replaced with the following: “Employee shall be entitled to sick leave and vacation time in accordance with existing provisions of the County’s Rules Governing Resolution #2005-113 (as amended by Resolution 2006-59).”

4. **Performance Evaluation.** Authority shall conduct a performance evaluation of Employee pursuant to Section 7B of the Employment Agreement by December 31, 2012.

IN WITNESS WHEREOF, Authority, County, and Employee have causes this Extension to be signed and executed on the dates of their respective signatures.

Date: ______________________  

AUTHORITY

By: ______________________  

Mary Jane Griego, Chair
Date: ______________________

COUNTY

By: ______________________

Roger Abe, Chair

Date: ______________________

EMPLOYEE

By: ______________________

Paul G. Brunner

APPROVED AS TO FORM:
COUNTY COUNSEL

Angil Morris-Jones

APPROVED AS TO FORM:
TRLIA GENERAL COUNSEL

Scott Shapiro
TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Approval of Contract Amendment No. 6 with Handen Company, Inc. for Consulting and Construction Management Services to TRLIA Phase 4, Feather River Levee Improvements, Yuba River Levee Improvements, and General Consulting

Recommended Actions:
Approve a 6th contract amendment (Attachment 1) in the amount of $123,060 to the contract with the Handen Company, Inc. for construction management consulting services for ongoing and pending TRLIA projects and delegate authority to Executive Director to sign and execute contract upon review by General Counsel.

Discussion:
Construction Management consulting services are needed by TRLIA for the following projects:

- Upper Yuba River levee – Construction Management
- Feather River Segment 3, landside fence relocation and related tasks - Construction Management
- Land Management activities for the Bear and Feather River Setback area (security cameras, signage, maintenance, road maintenance, FRET, RP plantings, DFW coordination, DFG coordination)
- Goldfields - Field Coordination
- WPIC Repairs
- Yuba Levee at Shad Pad Road

The Construction Management amendment scope of services (Attachment 2) includes costs associated with contract administration, progress reporting, coordination with Corps Staff, Contractor Submittals, Agency Coordination, Requests for Information (RFI’s), Inspection Coordination, NPDES Compliance, Change Order Administration, Conflict Resolution, Community Interaction, and various other functions as outlined in the attached proposal. The amendment also extends the end date of the Handen Company, Inc. contract from December 31, 2011 to December 31, 2012.

The Handen Company, Inc. has maintained its 2009 rate structure for 2012 as requested by Executive Director Policy Memorandum dated July 23, 2009. All other terms and conditions contained in the Agreement shall remain in full force and effect.
The Handen Company has previously successfully provided Construction Management and other Consulting Services to TRLIA. The scope of work for this effort is appropriate and commensurate with the proposed fees.

**Fiscal Impact:**
The contract amendment would increase the existing contract by $123,060 for services on a time-and-expenses basis, to a maximum amount not exceeding $1,212,130 (current maximum amount is $1,089,070) without prior authorization by TRLIA. This amendment is a time and material contract, which could be terminated at anytime. These projected expenses are included in the current TRLIA cash flow for project completion.

Attachments:
1. Amendment 6
2. Scope of Work dated November 30, 2011
AMENDMENT NO. 6

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
CONSTRUCTION MANAGEMENT
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
THE HAN DEN COMPANY, INC.

THIS SIXTH AMENDATORY AGREEMENT is made effective December ____, 2011, by and between Three Rivers Levee Improvement Authority (“TRLIA”) and the Handen Company, Inc. (“Consultant”), who agree as follows:

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

1.1. Effective March 15, 2006, the parties entered into an Agreement for Professional Services relating to Construction Management for TRLIA’s Construction Program.

1.2. Effective December 12, 2006, the parties entered into Amendment 1 to the AGREEMENT in the amount of $144,000 for a total contract value of $311,200 and to extend the contract end date to December 31, 2007.

1.3. Effective January 29, 2008, the parties entered into Amendment 2 to the AGREEMENT in the amount of $143,800 for a total contract value of $455,000 and to extend the contract end date to December 31, 2008.

1.4. Effective January 27, 2009, the parties entered into Amendment 3 to the AGREEMENT in the amount of $197,640 for a total contract value of $652,640 and to extend the contract end date to December 31, 2009.

1.5. Effective December 15, 2009, the parties entered into Amendment 4 to the AGREEMENT in the amount of $254,730 for a total contract value of $907,370 and to extend the contract end date to December 31, 2010.

1.6. Effective November 16, 2010 the parties entered into Amendment 5 to the AGREEMENT in the amount of $181,700 for a total contract value of $1,089,070 and to extend the contract to December 31, 2011.

1.7. The parties now desire to amend the Professional Services Agreement to extend the term of services, amend the scope of services.

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

2.1. The Termination Date in Clause 2 and A.2 is amendment to extend to December 31, 2012.
2.2. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and The Handen Company, Inc.) is replaced by the scope of services attached to this amendment agreement.

2.3. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment A) are amended to include the additional amount of $123,060 for a total contract amount of $1,212,130.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on ________________________, 2011.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY OF YUBA COUNTY

THE HANDEN COMPANY, INC.

Paul G. Brunner
Executive Director

Douglas J. Handen
President

ATTEST:
DONNA STOTTERMeyer
CLERK OF THE BOARD OF DIRECTORS

APPROVED AS TO FORM:
SCOTT L. SHAPIRO
GENERAL COUNSEL
November 30, 2011

Paul Brunner
Executive Director
Three Rivers Levee Improvement Authority
1114 Yuba Street, Suite 218
Marysville, CA 95901

Re: Scope of Work for Construction Project Management/Consulting for Three Rivers Levee Improvement Authority-2011 Feather and Yuba River Levee Projects

Dear Mr. Brunner,

Please find the enclosed scope of work for The Handen Company, Inc. for the above referenced projects.

The work shall be performed on a time and material basis. The rates have not been increased from the 2009 rates. The proposal includes budgets for separate phases of work to reflect the potential deviations in TRLIA’s work for this year. The proposal includes a base scope of work not to exceed the amount of $123,060.

I look forward to continued service to you and TRLIA on these projects. Please contact me to discuss the scope of work to ensure that this scope accurately reflects your needs.

Sincerely,

Douglas J. Handen

Attachment A
SCOPE OF WORK

Services Provided - Project Management Consulting:

Project Descriptions:

- Upper Yuba Levee Improvement Project - Completion of Construction
- Feather River Segment 3 Fence relocation and construction of landside patrol road
- Land Management activities for the Bear and Feather River Setback Areas
- Goldfields - Field Coordination
- WPIC Levee Repairs - Construction Management
- Yuba Levee at Shad Pad Road Repairs - Construction Management

Summary of Tasks:

1. Attend TRLIA management meetings
2. Participate in construction meetings
3. Participate in weekly design meeting/conference calls
4. Participate in construction budget review
5. Conduct regular site visits to current projects
6. Coordinate TRLIA's obligations under SMARA
7. Coordinate with Construction Management team and Contractors
8. Review and process contract change orders

Attachment A
9. Assist in the preparation of contract documents

10. Track construction schedules

11. Assist in the preparation of reimbursement requests

12. Prepare staff reports and make presentations to the TRLIA Board as necessary

13. Assist in coordination and compliance with project Environmental Permits and requirements

14. Assist TRLIA in acquisition and management of estate as required

15. Assist in coordination with property owners associated with construction activities and project requirements.

16. Inspect TRLIA owned real estate and direct correctional activities and cleanup as required.

17. Work with local Police, Fire, and Reclamation District to with respect to public access, where applicable, on TRLIA owned property

18. Coordinate security camera installation and maintenance, coordinate replacement of public protection signage as required

Fee and Payment:

The above referenced services shall be billed monthly at the following rates:

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$ 165/hour</td>
</tr>
<tr>
<td>Transportation</td>
<td>$ 0.445/mile</td>
</tr>
</tbody>
</table>
**Budget**

Please refer to the table below for time/effort budgets for the following time periods:

<table>
<thead>
<tr>
<th>PRINCIPAL SCOPE</th>
<th>January-April 2011</th>
<th></th>
<th>May-December 2011</th>
<th></th>
<th>total hours</th>
<th>$ @ 165/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>avg. hrs./mo</td>
<td>hours</td>
<td>avg. hrs./mo</td>
<td>hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yuba-Upper Yuba Levee Repair CM</td>
<td>10</td>
<td>40</td>
<td>15</td>
<td>120</td>
<td>160</td>
<td>26,400</td>
</tr>
<tr>
<td>Feather River Segment 3 fence relocation, landslide patrol road</td>
<td>10</td>
<td>40</td>
<td>17</td>
<td>136</td>
<td>176</td>
<td>29,040</td>
</tr>
<tr>
<td>Land Management activities for the Bear and Feather River Setback area</td>
<td>15</td>
<td>60</td>
<td>20</td>
<td>160</td>
<td>220</td>
<td>36,300</td>
</tr>
<tr>
<td>Goldfields- Field Coordination</td>
<td>6</td>
<td>24</td>
<td>6</td>
<td>48</td>
<td>72</td>
<td>11,880</td>
</tr>
<tr>
<td>WPIC Repairs</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>32</td>
<td>32</td>
<td>5,280</td>
</tr>
<tr>
<td>Yuba Levee at Shad Pad Road repairs CM</td>
<td>4</td>
<td>16</td>
<td>6</td>
<td>48</td>
<td>64</td>
<td>10,560</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>724</strong></td>
<td><strong>119,460</strong></td>
</tr>
</tbody>
</table>

Total Labor base budget = 119,460

Expenses: budget $300/month = 3,600

Total Budget = $123,060

Attachment A