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 Atwal, Brown, Crippen, Griego, Nicoletti

II  PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern provided it is within the jurisdiction of the Levee Improvement Authority and is not already on today’s agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time, speakers are requested to fill out a “Request to Speak” card and submit it to the Clerk of the Board of Supervisors.

III  CONSENT AGENDA: Matters listed are considered to be routine and can be enacted by one motion.

A. Approve minutes of the meeting of December 17, 2013.

B. Approve Amendment No. 4 to agreement with David T. Williams and Associates extending termination date to December 14, 2014 and authorize Executive Director to execute.

C. Approve Amendment No. 4 to agreement with Donald H. Babbitt extending termination date to December 14, 2014 and authorize Executive Director to execute.

D. Approve Amendment No. 4 to agreement with AMEC Environmental and Infrastructure Inc. extending termination date to December 14, 2014 and authorize Executive Director to execute.

E. Approve Amendment No. 16 to agreement with HDR Engineering, Inc. extending termination date to December 14, 2014 and authorize Executive Director to execute.

F. Approve Amendment No. 15 to agreement with Bookman-Edmonston/GEI Consultants extending termination date to December 14, 2014 and authorize Executive Director to execute.

G. Approve Amendment No. 4 to agreement with Kim Floyd Communications extending termination date to December 14, 2014 and authorize Executive Director to execute.

IV  ACTION ITEMS

A. Adopt resolution declaring intent to sell certain real property located on the south side of the Upper Yuba River Levee identified as APN 018-190-111 and 018-190-112 pursuant to Government Code §25526.

B. Approve Amendment No. 5 to agreement with CTA Engineering and Surveying reallocating budget among tasks and authorize Executive Director to execute.

C. Approve Amendment No. 19 to agreement with MBK Engineers in the amount of $490,000 for management and hydraulic engineering services and authorize Executive Director to execute.
D. Approve Amendment No. 2 to agreement with Kleinfelder West, Inc. in the amount of $90,500 for additional evaluations at Yuba River South Levee 1986 break site and authorize Executive Director to execute.

E. Approve a CEQA categorical exemption for construction of agriculture fence along border of existing orchards in Feather River Setback area and authorize Executive Director to execute exemption and submit upon review and approval of Counsel.

V BOARD AND STAFF MEMBER REPORTS

A. Goldfields 100 year initial Study Status Report
B. Conflict of Interest Waiver Letter for Bains
C. Other Reports

VI CLOSED SESSION

A. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Bains, et al., YCSCCVED 10-0000977, APN Nos. 018-200-001 and 018-220-030

B. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Luis, et al., YCSCCVED 10-0000903, APN Nos. 018-200-005, 018-200-007, 018-210-035, and 018-200-010

C. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Allen, et al., YCSCCVED 12-0000435, APN No. 020-410-001

D. Conference with Real Estate Property Negotiators pursuant to Government Code §54956.8 – Latigo Farms LLC, APN 014-360-011, 013; Negotiating parties: TRLIA/Pope/Morrison; Status of Negotiations

VII ADJOURN

The complete agenda is available at the Yuba County Government Center, 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
DECEMBER 17, 2013
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, Mary Jane Griego, and John Nicoletti. Directors Sarbdeep Atwal and Jerry Crippen were absent. Also present were Executive Director Paul Brunner, Counsel Andrea Clark, and Secretary/Clerk of the Board of Supervisors Donna Stottlemyer. Chair Griego presided.

I ROLL CALL – Directors Sarbdeep Atwal, Rick Brown, Jerry Crippen, Mary Jane Griego, John Nicoletti – Director Atwal and Crippen absent.

II PUBLIC COMMUNICATIONS: None.

III CONSENT AGENDA: Matters listed are considered to be routine and can be enacted by one motion.

A. Approve minutes from the meeting of November 12, 2013. Approved as corrected.

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

IV ACTION ITEMS:

A. Approve lease agreement with Yuba County Office of Education for Three Rivers Levee Improvement Authority office space and authorize the Chair to execute upon review and approval of Counsel.

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

B. Approve Amendment No. 3 to the agreement with Larsen Wurzel and Associates Inc., in the amount of $160,000 to extend agreement for two years, and authorize the Executive Director to execute same. Executive Director Paul Brunner recapped the amendment.

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

C. Adopt resolution determining that special taxes shall cease to be levied on property within the Three Rivers Levee Improvement Authority (TRLIA) Community Facilities District (CFD) No. 2006-1 (South County Area), Tax Zone 8, and directing the TRLIA Board Secretary to record a Notice of Cessation of the Special Tax parcels within CFD 2006-1, Tax Zone 8 subject to certain condition.
Consultant Seth Wurzel recapped the request to surrender bonds which results in removal of a tax obligation and the property would not be subject to annual TRLIA Mmello-Roos taxes. Mr. Wurzel responded to Board inquiries.

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

Adopted Resolution No. 2013-6, which is on file in Resolution Book No. 8.

V  BOARD AND STAFF MEMBER REPORTS:

Construction Manager Doug Handen: Completion of Access Corridor Feather River Segment 3

Executive Director Paul Brunner:
  • Received final payment and closed escrow on the Uppal property
  • Addressing concerns on Sohal surplus property
  • Extension of farming lease properties
  • Broadway and Star Bend access area to Feather River
  • Continued work with State auditor on the Early Implementation Program funding audit

VI  ADJOURN: 2:45 p.m.

______________________________
Chair

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

______________________________
Approved:
January 21, 2013

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Larry Dacus, Design Manager
SUBJECT: Approve Amendment 4 to Contract with David T. Williams & Associates, Engineers, LLC to continue services as a Senior Consultant on the Board of Senior Consultants for the Goldfields Evaluation and to continue services as an Independent Expert to serve on the Panel for the Determination of the Urban Level of Protection for the RD 784 Levee System

Recommended Action:
Approve Amendment 4 to extend the termination date for the contract with David T. Williams & Associates, Engineers, LLC for David T. Williams to continue to serve as a Senior Consultant for the Goldfields Evaluation and an Independent Expert to review a Substantial Evidence Report for the Urban Level of Protection Certification and authorize the executive director to sign and execute the amendment once General Counsel has reviewed and approved.

Discussion:
Dr. Williams’ services as an Independent Expert will continue to be needed in 2014. The current contract has a termination date of December 31, 2013 with a 90 day grace period. This contract needs to be extended through 2014. Amendment 4, attached, extends the contract termination date from December 31, 2013 to December 31, 2014. No increase in budget is proposed at this time.

Fiscal Impact:
No increase in budget is proposed so there is no fiscal impact.

ATTACHMENT

1. Amendment 4
AMENDMENT NO. 4
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
DAVID T. WILLIAMS & ASSOCIATES, ENGINEERS, LLC

THIS FOURTH AMENDATORY AGREEMENT is made effective ________________,
by and between the Three Rivers Levee Improvement Authority ("TRLIA") and David T.
Williams & Associates, Engineers, LLC. ("Consultant"), who agree as follows:

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

1.1. Effective September 15, 2009 the parties entered into an Agreement ("AGREEMENT")
for Professional Services relating to Engineering Services for TRLIA’s Construction
Program.

1.2. Effective November 16, 2010 the parties entered into Amendment 1 to the AGREEMENT
to extend the contract termination date to December 31, 2011.

1.3. Effective January 17, 2012 the parties entered into Amendment 2 to the AGREEMENT to
extend the contract termination date to December 31, 2012.

1.4. Effective October 30, 2012 the parties entered into Amendment 3 to the AGREEMENT to
revise the budget amounts for certain tasks and extend the contract termination date to
December 31, 2013; and

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

1.6. TRLIA and the CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and the CONSULTANT agree as follows:

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

2.1. Operative Provision 2 of the AGREEMENT shall be revised to change the Termination
Date from December 31, 2013 to December 31, 2014.

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
__________________________.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul G. Brunner
Executive Director

ATTEST:
DONNA STOTTLEMEYER,
SECRETARY

DAVID T. WILLIAMS & ASSOCIATES, ENGINEERS, LLC

David T. Williams
President

APPROVED AS TO FORM:
SCOTT L. SHAPIRO

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL

[Signature]
January 21, 2013

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Larry Dacus, Design Manager
SUBJECT: Approve Amendment 4 to Contract with Donald H. Babbitt for Independent Expert Services to Extend Contract Termination Date

**Recommended Action:**
Approve Amendment 4 to contract with Donald H. Babbitt to extend contract termination date to serve as an Independent Expert to review a Substantial Evidence Report and authorize the executive director to sign and execute the amendment once General Counsel has reviewed and approved.

**Discussion:**
Mr. Babbitt’s services as an Independent Expert will continue to be needed in 2014. The current contract has a termination date of December 31, 2013 with a 90 day grace period. This contract needs to be extended through 2014. Amendment 4, attached, extends the contract termination date from December 31, 2013 to December 31, 2014. No increase in budget is proposed at this time.

**Fiscal Impact:**
No increase in budget is proposed so there is no fiscal impact.

ATTACHMENT
1. Amendment 4
FOURTH AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
DONALD H. BABBITT

THIS FOURTH AMENDATORY AGREEMENT is made and entered into on
____________________, by and between the THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY, a Joint Powers Authority, ("TRLIA") and DONALD H. BABBITT.
("CONSULTANT").

RECATALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Engineering and
Surveying Services dated September 15, 2009 ("AGREEMENT");

WHEREAS, a FIRST AMENDATORY AGREEMENT, executed November 16, 2010, extended
the contract termination date to December 31, 2011; and

WHEREAS, a SECOND AMENDATORY AGREEMENT, executed January 17, 2012, extended
the contract termination date to December 31, 2012; and

WHEREAS, a THIRD AMENDATORY AGREEMENT, executed October 30, 2012, revised the
budget amounts for certain tasks and extended the contract termination date to December 31,
2013; and

WHEREAS, Article C.23 of the AGREEMENT, states that modifications or amendments to the
terms of the AGREEMENT shall be in writing and executed by both parties:

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Operative Provision 2 of the AGREEMENT shall be revised to change the Termination
Date from December 31, 2013 to December 31, 2014.

All other terms and conditions contained in the Agreement shall remain in full force and effect.
This AMENDED AGREEMENT is hereby executed on ________________________.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

DONALD H. BABBITT

Paul G. Brunner
Executive Director

Donald H. Babbitt

ATTEST:
DONNA STOTTLEMEYER,
SECRETARY

APPROVED AS TO FORM:
SCOTT L. SHAPIRO

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY GENERAL COUNSEL

[Signature]

[Signature]
January 21, 2013

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Larry Dacus, Design Manager
SUBJECT: Approve Amendment 4 to Contract with AMEC Environment and Infrastructure, Inc. to Extend the Contract Termination Date for an Independent Expert to Serve on an Independent Expert Panel for the Determination of the Urban Level of Protection for the RD 784 Levee System

Recommended Action:
Approve Amendment 4 to contract with AMEC Environment and Infrastructure, Inc. to continue the services of Dr. Faiz Makdisi to serve as an Independent Expert to review a Substantial Evidence Report and authorize the executive director to sign and execute the amendment once General Counsel has reviewed and approved.

Discussion:
Dr. Makdisi’s services as an Independent Expert will continue to be needed in 2014. The current contract has a termination date of December 31, 2013 with a 90 day grace period. This contract needs to be extended through 2014. Amendment 4, attached, extends the contract termination date from December 31, 2013 to December 31, 2014. No increase in budget is proposed at this time.

Fiscal Impact:
No increase in budget is proposed so there is no fiscal impact.

ATTACHMENT
1. Amendment 4
FOURTH AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
AMEC ENVIRONMENT & INFRASTRUCTURE, INC.

THIS FOURTH AMENDATORY AGREEMENT is made and entered into on _______________________, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("TRLIA") and AMEC ENVIRONMENT & INFRASTRUCTURE, INC. ("CONSULTANT").

RECITALS:

WHEREAS, TRLIA and CONSULTANT (then named “AMEC Geomatrix, Inc.”) entered into an agreement to provide Engineering and Surveying Services dated September 15, 2009 ("AGREEMENT");

WHEREAS, a FIRST AMENDATORY AGREEMENT, executed November 16, 2010, extended the contract termination date to December 31, 2011; and

WHEREAS, a SECOND AMENDATORY AGREEMENT, executed January 17, 2012, extended the contract termination date to December 31, 2012; and

WHEREAS, a THIRD AMENDATORY AGREEMENT, executed October 30, 2012, revised the budget amounts for certain tasks and extended the contract termination date to December 31, 2013; and

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

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Operative Provision 2 of the AGREEMENT shall be revised to change the Termination Date from December 31, 2013 to December 31, 2014.

All other terms and conditions contained in the Agreement shall remain in full force and effect.
January 21, 2013

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Ric Reinhardt, Program Manager
SUBJECT: Approve Amendment 16 to Extend Termination Date for HDR Contract for Construction Management and Other Engineering Services

Recommended Action:
Approve Amendment 16 to extend the contract date of the existing contract with HDR and authorize the executive director to sign and execute the contract amendment once General Counsel has reviewed and approved.

Discussion:

HDR will continue to support the TRLIA levee improvement program in 2014. The current contract has a termination date of December 31, 2013 with a 90 day grace period. This contract needs to be extended through 2014. HDR will continue to provide construction management services for work completion along the Yuba River South Levee; will continue the ULDC remediation design for the WPIC; continue other ULDC evaluations for the WPIC, Upper Bear, and Yuba South Levee; and will assist in several Project Support Tasks such as:

- Support TRLIA as DWR completes its 200-year flood protection Urban levee Evaluation (ULE).
- Support to TRLIA in complying with EIP funding requirements, including project reporting and closeout.
- Support to TRLIA in coordination with CVFPB, DWR, and Corps of Engineers.

Amendment 16, attached, extends the contract termination date from December 31, 2013 to December 31, 2014. No increase in budget is proposed at this time.

Fiscal Impact:
No increase in budget is proposed so there is no fiscal impact.

ATTACHMENT
1. Amendment No. 16
SIXTEENTH AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
HDR ENGINEERING, INC.

THIS SIXTEENTH AMENDATORY AGREEMENT is made and entered into on
___________, 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 $2,816,642;
and

WHEREAS, a THIRD AMENDATORY AGREEMENT, executed August 8, 2006,
increased the maximum not to exceed contract fee from $2,816,642 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, a TENTH AMENDATORY AGREEMENT, executed August 12, 2011, increased the maximum not to exceed contract fee from $8,818,143 by $162,879 to $8,981,022; and

WHEREAS, an ELEVENTH AMENDATORY AGREEMENT, executed October 18, 2011, increased the maximum not to exceed contract fee from $8,981,022 by $636,668 to $9,617,690; and

WHEREAS, a TWELFTH AMENDATORY AGREEMENT, executed February 21, 2012, increased the maximum not to exceed contract fee from $9,617,690 by $50,000 to $9,667,690 and extended the contract date to December 31, 2013; and

WHEREAS, a THIRTEENTH AMENDATORY AGREEMENT, executed September 18, 2012, increased the maximum not to exceed contract fee from $9,667,690 by $59,762 to $9,727,452; and

WHEREAS, a FOURTEENTH AMENDATORY AGREEMENT, executed October 24, 2012, increased the maximum not to exceed contract fee from $9,727,452 by $29,873 to $9,757,325; and

WHEREAS, a FIFTEENTH AMENDATORY AGREEMENT, executed May 7, 2013, increased the maximum not to exceed contract fee from $9,757,325 by $625,084 to $10,382,409; and

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

WHEREAS, TRLIA and CONSULTANT desire to amend Agreement;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Article 2 of AGREEMENT shall be amended to extend the Termination Date of the Agreement to December 31, 2014.

2. ATTACHMENT A, Provision A.2 of the Agreement shall be revised to increase the time of services rendered to December 31, 2014.

All other terms and conditions contained in AGREEMENT shall remain in full force and effect.
This Amended agreement is hereby executed on ________________________.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

Paul G. Brunner
Executive Director

ATTEST:
DONNA STOTTLEMEYER
CLERK OF THE BOARD

HDR ENGINEERING, INC.

Robert M. Boling
Senior Vice President

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

SIXTEENTH HDR AMENDMENT - 3 - 12/2013
TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Ric Reinhardt, Program Manager
SUBJECT: Approve Amendment 15 to Extend Termination Date for GEI Contract for
         Construction Management and Other Project Support Tasks

Recommended Action:
Approve Amendment 15 to extend the contract date of the existing contract with GEI and
authorize the executive director to sign and execute the contract amendment once General
Counsel has reviewed and approved.

Discussion:
GEI will continue to support the TRLIA levee improvement program in 2014. The current
contract has a termination date of December 31, 2013 with a 90 day grace period. This contract
needs to be extended through 2014. GEI will continue to provide construction management
services for work along the Feather River East Levee, will complete the Urban Levee Design
Criteria (ULDC) evaluation for the Feather and Bear River improved levees, and will assist in
several Project Support Tasks such as:

- Support TRLIA as DWR completes its 200-year flood protection Urban Levee Evaluation
  (ULE).
- Review of monitoring data obtained by RD 784 for the reach of Segment 1 levee where a
  crack was repaired. Data provided by RD 784 will be reviewed and a brief email
  summarizing the review will be provided on a monthly basis.
- Assessment of the Corps PL84-99 Relief Wells at the Site 7 Extension reach of the
  Segment 1 levee.
- Support to TRLIA for Feather River and Bear River Setback Area land use issues,
  monitoring and reporting requirements, and land ownership transition.
- Support to TRLIA in complying with EIP funding requirements, including project
  reporting and closeout.
- Support to TRLIA in coordination with CVFPB, DWR, and Corps of Engineers.

Amendment 15, attached, extends the contract termination date from December 31, 2013 to
December 31, 2014. No increase in budget is proposed at this time.

Fiscal Impact:
No increase in budget is proposed so there is no fiscal impact.

ATTACHMENT
1. Amendment No. 15
AMENDMENT NO. 15

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

THIS 15th AMENDMENT TO AGREEMENT is made effective ___________,
by and between Three Rivers Levee Improvement Authority ("TRLIA") and Bookman-
Edmonston/GEI Consultants, a division of GEI Consultants, Inc. ("Contractor"), who
agree as follows:

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

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

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

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

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

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

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

   1.7. Effective September 18, 2007, the parties entered into Amendment No. 6 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $1,963,660 for a total contract value of $12,755,744.
1.8. Effective April 15, 2008, the parties entered into Amendment No. 7 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $636,300 for a total contract value of $13,392,044.

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

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

1.11. Effective November 18, 2008, the parties entered into Amendment No. 10 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $536,764 for a total contract value of $19,958,008.

1.12. Effective July 9, 2009, the parties entered into Amendment No. 11 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $829,986 for a total contract value of $20,787,994.

1.13. Effective May 18, 2010, the parties entered into Amendment No. 12 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $860,948 for a total contract value of $21,648,942.

1.14. Effective May 17, 2011, the parties entered into Amendment No. 13 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $668,980 for a total contract value of $22,317,922 and to extend the contract termination date to December 31, 2013.

1.15. Effective December 18, 2012, the parties entered into Amendment No. 14 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $433,813 for a total contract value of $22,751,735.

1.16. The parties now desire to amend the Professional Services Agreement to extend the termination date of the agreement.

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

   2.1. The Contract termination date is revised to December 31, 2014.

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

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY OF YUBA COUNTY

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

Paul G. Brunner
Executive Director

Stephen Verigin
Senior Vice President

ATTEST:
DONNA STOTTLEMEYER
SECRETARY, THREE RIVERS

APPROVED AS TO FORM:
SCOTT L. SHAPIRO
GENERAL COUNSEL, TRLIA
January 21, 2014

TO: Three Rivers Levee Improvement Board
FROM: Paul G. Brunner, Executive Director
SUBJECT: Consider Approving Amendment No. 4 to Extend Contract Date with Kim Floyd Communications for Public Outreach Activities

**Recommended Action:**
Approve Amendment No. 4 (Attached) to extend the contract date for Kim Floyd Communications for public outreach services through December 31, 2014, and authorize Executive Director to execute amendment upon review and approval of General Counsel.

**Discussion:**
Ms. Floyd has been the primary and key representative for all the TRLIA outreach activities since early 2007. Among others, her tasks include the development of public outreach materials (such as newsletters and fact sheets), the organization of community meetings and preparation of meeting materials, development of content for the website and media relations activities.

On August 17, 2009, TRLIA Executive Director awarded a public outreach contract to Kim Floyd Communications in the amount of $49,950. Because the scope and dollar value of the original contract was not sufficient to cover the level of effort needed to accomplish a successful quality outreach program through the completion of the Upper Yuba Levee Improvement Project, Amendment No. 1 for $165,050 was approved on November 17, 2010, bringing the total contract value to $215,000. That contract terminated on December 31, 2010. Amendment No. 2, approved by the Board on November 16, 2010, extended the contract termination date to December 31, 2011, but did not increase the total contract value.

Amendment No. 3, approved in January 2014, added $58,000 to the total contract value, increasing the total contract value to $273,000 and extended the date for public outreach services through the end of 2013. Focus was placed on communications related to the completion of the UYLIP, and ongoing work in the Gold Fields.

Amendment No. 4 would extend the contract date to December 31, 2014. All other terms and conditions contained in the agreement shall remain the same.

In the coming year, public outreach tasks may include:

- Design, production and distribution of outreach materials
- Design and production of updated program brochure
- Levee tours
- Media relations
- Speakers' Bureau
- Website updates/maintenance
- Small group meetings
- Strategic counsel
- Hotline management

**Fiscal Impact:**
This is a time and material contract and can be terminated at any time, with TRLIA only being obligated to pay for the work completed up to the time of termination.

Attachment:
Amendment 4
FOURTH AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
KIM FLOYD COMMUNICATIONS

THIS FOURTH AMENDATORY AGREEMENT is made and entered into this _____ day of
______2014, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a
Joint Powers Authority, (“TRLIA”) and Kim Floyd Communications (“CONSULTANT”).

RECATALS:

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

WHEREAS, A FIRST AMENDATORY AGREEMENT executed November 17, 2009 amended
the Agreement to increase the maximum not to exceed contract fee by $165,050, for a total
contract amount of $215,000; and

WHEREAS A SECOND AMENDATORY AGREEMENT executed November 16, 2010
amended the Agreement to extend the date to December 31, 2011; and

WHEREAS A THIRD AMENDATORY AGREEMENT EXECUTED February 7, 2012 amended
the Agreement to increase the maximum not to exceed contract fee by $58,000 for a total contract
amount of $273,000.

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. The termination date of the Agreement is extended to Dec 31, 2014.

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

This AMENDED AGREEMENT is hereby executed on this _____ day of _____ 2014.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

BY: ____________________________
    Paul G. Brunner
    Executive Director

ATTEST:
DONNA STOTTLEMEYER, SECRETARY

KIM FLOYD COMMUNICATIONS

BY: ____________________________
    Kim Floyd

APPROVED AS TO FORM:
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

______________________________
Scott Shapiro, General Counsel
January 21, 2014

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Kelly Pope, Legal Counsel
SUBJECT: Sale of Excess Lands – Sohal Parcel

**Recommended Action:**
Approve Resolution (Attachment 1) by the Board of Directors of Three Rivers Levee Improvement Authority Declaring Intent to Sell Certain Real Property Located on the South Side of the Upper Yuba River Levee Pursuant to Government Code Section 25526.

**Property Background:**
In May 2011, using eminent domain, the Three Rivers Levee Improvement Authority ("TRLIA") acquired approximately 75.395 acres of real property located on the south side of the Upper Yuba River Levee in Yuba County, California (the "Sohal Property"). The Sohal Property was acquired for the purpose of installing and constructing the Three Rivers Upper Yuba River Levee Improvement Project (the "Project").

Once construction of the Project was largely completed, the majority of the Sohal Property that was previously used as a borrow site during construction was no longer needed for the Project or any other use by TRLIA (the "Surplus Property"). Accordingly, on August 7, 2012, TRLIA's Board of Directors passed and adopted Resolution No. 2012-12 declaring the Surplus Property to be surplus and authorizing and directing TRLIA's Executive Director to commence the procedures for disposing of surplus lands pursuant to California Government Code Sections 54220-54232. The Surplus Property comprises approximately 72.822 acres, and is more particularly described in Exhibit A and depicted in Exhibit B to the attached proposed Resolution.¹

Pursuant to California Government Code sections 54220-54232, TRLIA sent a written offer to sell or lease the Surplus Property to certain government agencies. No written notice was received that any of the agencies offered the Surplus Property was interested in purchasing or leasing the property. TRLIA may therefore dispose of the Surplus Property without further regard to California Government Code sections 54220-54232.

¹ TRLIA will continue to use approximately 2.573 acres of the Sohal Property that was acquired for the Project for operation and maintenance of the levee. That portion of the Sohal Property is therefore not a part of the attached proposed Resolution.
Resolution 2013-4 to Sell the Surplus Property:
In order to sell real property not required for public use, sections 25520-25535 of the California Government Code require the Board of Directors of TRLIA, in a regular open meeting, by a two-thirds vote of all its members, to adopt a resolution declaring its intention to sell the property. The resolution must describe the property proposed to be sold in such a manner as to identify it, shall specify the minimum price and any additional conditions, and shall fix a time, not less than three weeks thereafter, at which sealed and oral proposals will be considered. If a broker’s fee is to be paid, the resolution must so state.

The Surplus Property comprises approximately 72,822 acres of unplanted land located on the south side of the Upper Yuba River Levee. On September 17, 2013, the Board of Directors of TRLIA adopted Resolution 2013-4, declaring its intent to sell the Surplus Property through public bidding at a Board meeting on November 12, 2013. Resolution 2013-4 provided that TRLIA would sell the Surplus Property “as is” for a minimum price of $218,460.

At the Board meeting on November 12, 2013, TRLIA’s Board received comments from the public raising concerns about the proposed “as is” sale of the Surplus Property. The concerns included legal access to the Surplus Property and the current grade of the Surplus Property. TRLIA received no bids for the Surplus Property in response to Resolution 2013-4.

Response to Public Comments:
TRLIA staff has looked into the concerns raised about the Surplus Property at the meeting on November 12, 2013. With regard to access, TRLIA is in the process of obtaining recorded legal access to the Surplus Property. TRLIA staff recommends, in the attached proposed Resolution, that purchase of the Surplus Property shall be contingent upon TRLIA providing legal access to the Property. Thus, if the Board adopts the attached proposed Resolution, payment for and transfer of title to the Surplus Property shall not occur unless and until TRLIA has obtained recorded legal access to the Surplus Property.

As the borrow site for the Project, the Surplus Property was left with areas of lowered topography at the end of Project construction. Consistent with the Project description and permitting, portions of the site are as much as 7 feet deeper than conditions prior to construction.

TRLIA staff has preliminarily explored options for modifying the current topography, and offers the following estimates of cubic yardage movement based on the Project.

Option 1 – Rebalancing the Surplus Property
Rebalancing the Surplus Property means regrading the existing material to reduce some of the deeper holes at the site and make the site flatter with more of the site at a common depth below the surrounding land. TRLIA staff estimates that rebalancing would require the movement of roughly 125,000 cubic yards (CY) within the Surplus Property without import of additional material. The end result of this regrading would be a site that is generally higher at the east and north ends of the site and drains to the south and west. The site would be roughly 3-feet deep at the south end after regrading.

Option 2 – Refilling the Surplus Property
Additional material could be located and imported to fill the Surplus Property to elevations that existed prior to construction. TRLIA staff estimates that filling the Surplus Property would require approximately 220,000 CY, based on the final borrow site grades provided by the
contractor at the end of construction. This is a preliminary calculation and assumes that the site would be graded flat. If the site is sloped to the south (away from the levee) the 220,000 CY may be slightly reduced.

The above options for regrading the Surplus Property are for informational purposes only. TRLIA will not perform any regrading work prior to selling the Surplus Property, but has taken the above options into account in obtaining a revised market estimate for the property. Other options are possible, and potential future owners should not rely on TRLIA’s estimates in determining whether to bid on the property.

In response to the issues raised at the November 12, 2013 Board meeting, TRLIA’s Construction Manager performed several inspections of the Surplus Property. A memo explaining the results of his inspections is attached hereto(Attachment 2).

Proposed New Resolution to Sell the Surplus Property:
TRLIA has obtained a revised market estimate from Bender Rosenthal, Inc. Based on the revised market estimate for the Surplus Property, TRLIA staff recommends that the minimum price for the Surplus Property be $72,820. Staff recommends that the terms of the sale be:

1. Payment of the sale price shall be in cash within 60 days of execution of the purchase and sale agreement on a form acceptable to TRLIA, which form will be available for review at TRLIA’s office located at 1114 Yuba St., Suite 218, Marysville, CA 95901;
2. Purchase of the Property shall be contingent upon TRLIA providing legal access to the Property;
3. Except as set forth above, TRLIA offers the Property for sale “as is” and makes no warranties or guarantees that the Property is fit for any particular purpose;
4. Transfer of the Property to the successful bidder shall be by quitclaim deed.

Staff further recommends that no broker’s fee be paid for sale of the Surplus Property.

Pursuant to Government Code section 25528, if the attached resolution is adopted, TRLIA must post notice of the adoption of the resolution in three public places in Yuba County not less than 15 days prior to the date of the TRLIA Board meeting at which sealed proposals will be considered. The notice must also be published once per week for three consecutive weeks pursuant to Government Code section 6063.

Staff recommends that the Board require a deposit of $5,000, made out by cashier’s check to TRLIA, accompany all written or oral bids to purchase the Surplus Property. The deposit paid by the successful bidder will be non-refundable, and deposits paid with bids that are not accepted will be returned.

All written bids to purchase the Surplus Property pursuant to the proposed resolution must be submitted to the TRLIA office, along with the $5,000 cashier’s check, no later than 11:00 a.m. on February 18, 2014. Oral bids must be presented at the Board meeting and be accompanied with a $5,000 cashier’s check at the time the oral bid is made.

As set forth in the attached resolution, the sealed bids to purchase the Surplus Property will be opened at a Board meeting to be held at 2:00 p.m. on February 18, 2014. At that meeting, the Board must open, examine, and publicly declare all written bids received pursuant to the Resolution. Prior to accepting any written bid, the Board must call for oral bids. The Board is not required to accept any oral bid that does not exceed the highest conforming written bid by a
minimum of 5%. Accordingly, staff recommends that the Board not accept any oral bids that do not exceed the highest written bid by a minimum of 5%.

Of the bids submitted to purchase the Surplus Property, the Board must accept the highest conforming written bid, unless a higher conforming oral bid is accepted or the Board rejects all bids. The adoption of the attached resolution will therefore not obligate TRLIA to sell the Surplus Property, if the Board of Directors of TRLIA hereafter determines that such a sale would not be in the public interest.

**Fiscal Impact:**
If TRLIA ultimately sells the Surplus Property, revenue will initially come to TRLIA. Per the Project EIP Funding Agreement, TRLIA will share the revenues with the State. TRLIA’s share of the revenue is approximately 30%.

**Attachments:**

1. Proposed Resolution
2. Site Inspections Report
RESOLUTION NO. 2014—__

A RESOLUTION BY THE BOARD OF DIRECTORS OF
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
DECLARING THE BOARD'S INTENT TO SELL CERTAIN REAL PROPERTY
LOCATED ON THE SOUTH SIDE OF THE UPPER YUBA RIVER LEVEE PURSUANT
TO GOVERNMENT CODE SECTION 25526

WHEREAS, Three Rivers Levee Improvement Authority ("TRLIA") is the owner
of approximately 72.822 acres of real property (the "Property") located on the south side
of the Upper Yuba River Levee in Yuba County, California. The Property is more
particularly described in Exhibit A and depicted in Exhibit B attached hereto and
incorporated herein by reference; and

WHEREAS, on August 7, 2012, TRLIA's Board of Directors passed and adopted
Resolution No. 2012-12 declaring the Property to be surplus and authorizing and
directing TRLIA's Executive Director to commence the procedures for disposing of
surplus lands pursuant to California Government Code sections 54220-54232; and

WHEREAS, TRLIA has complied with the requirements of California
Government Code sections 54220-54232, and may now dispose of the Property without
further regard to California Government Code sections 54220-54232; and

WHEREAS, on September 17, 2013, TRLIA adopted Resolution 2013-4
declaring its intent to sell the Property at a price of not less than $218,460, with bids to be
received and considered on November 12, 2013; and

WHEREAS, TRLIA received no bids for the Property at the Board meeting on
November 12, 2013; and

WHEREAS, TRLIA desires to sell the Property at a price of not less than $72,820
on the terms and conditions set forth herein; and

WHEREAS, the Board of Directors of TRLIA adopts this Resolution in
compliance with Government Code section 25526.

NOW, THEREFORE, BE IT RESOLVED THAT:

Based upon the evidence presented, the Board of Directors by vote of two-thirds or more
of its members hereby declares each of the following:

1. The Board of Directors of TRLIA declares its intent to sell, pursuant to
California Government Code section 25526, approximately 72.822 acres of real property
(the "Property") located on the south side of the Upper Yuba River Levee in Yuba
County, California, as more particularly described in Exhibit A and depicted in Exhibit B
attached hereto and incorporated herein by reference.
2. The minimum price that will be accepted for the Property shall be $72,820. The terms of the sale shall be:

a. Payment of the sale price shall be in cash within 60 days of execution of the purchase and sale agreement on a form acceptable to TRLIA, which form will be available for review at TRLIA’s office located at 1114 Yuba St., Suite 218, Marysville, CA 95901;

b. Purchase of the Property shall be contingent upon TRLIA providing legal access to the Property;

c. Except as set forth in section 2.b. herein, TRLIA offers the Property for sale “as is” and makes no warranties or guarantees that the Property is fit for any particular purpose;

d. Transfer of the Property to the successful bidder shall be by quitclaim deed.

3. To be eligible for consideration, all bids to purchase the Property, written or oral, must be accompanied by a cashier’s check payable to the Three Rivers Levee Improvement Authority in an amount no less than $5,000. Funds paid by the successful bidder are non-refundable, and funds paid with bids that are not accepted will be returned.

4. TRLIA will not pay a broker’s commission on the sale.

5. All written bids to purchase the Property pursuant to this Resolution must be submitted to the office of TRLIA, 1114 Yuba St., Suite 218, Marysville, CA 95901, no later than 11:00 a.m. on February 18, 2014, with the $5,000 cashier’s check.

6. At 2:00 p.m. on February 18, 2014, at the Yuba County Government Center, Board Chambers, 915 Eighth Street, Suite 109A, Marysville, California, the Board of Directors of TRLIA will open, examine, and publicly declare all written bids received pursuant to this Resolution. Prior to accepting any written bid, the Board of Directors of TRLIA will call for oral bids. Oral bids must exceed the highest written bid by a minimum of 5% and must meet all other conditions stated in this Resolution to be accepted. A cashier’s check of $5,000 must accompany all oral bids at the time the bids are made.

7. At the Board meeting at 2:00 p.m. on February 18, 2014, the TRLIA Board of Directors will either determine the winning bid in conformity with sections 25530 and 25531 of the California Government Code, or reject all bids in conformity with section 25534 of the California Government Code.
PASSED AND ADOPTED this ______ day of __________, 2014, by the Board of Directors of Three Rivers Levee Improvement Authority by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
Chairperson

ATTEST: DONNA STOTTLEMEYER,
CLERK OF THE BOARD

__________________________
APPROVED AS TO FORM: GENERAL COUNSEL
Exhibit A

All that real property situate in the County of Yuba, State of California, being a portion of the lands being vested in Three Rivers Levee Improvement Authority, as described in the Final Order of Condemnation, dated May 2, 2011 and recorded in Document 2011-005293, Official Records of Yuba County and being more particularly described as follows:

Parcel A-1

Beginning at a point on the West line of Parcel 3, as shown on Parcel Map No. 95-11, filed in the office of the County Recorder of Yuba County in Book 66 of Maps, Page 45, marked by a 1-1/2" iron pipe tagged LS 3341, marking the center of Section 15, Township 15 North, Range 4 East, M.D.M. and from which a 1/2" rebar with plastic cap stamped LS 3341, marking the Northeast corner of said Section 15 bears North 44°52'09" East, 3787.33 feet; thence along the West line of said Parcel 3, South 00°33'30" East, 109.85 feet; thence leaving said West line, North 89°04'49" East, 885.08 feet; thence North 88°02'26" East, 742.04 feet; thence North 00°51'04" East, 303.92 feet; thence North 00°31'18" East, 423.19 feet; thence North 00°02'30" West, 270.95 feet to a point on the North line of said Parcel 3; thence along said North line, South 88°05'46" West, 1633.65 feet to the Northwest corner of said Parcel 3; thence along the West line of said Parcel 3, South 00°08'00" West, 673.49 feet to the Point of Beginning.

Parcel B-1

Beginning at the Northwest corner of Parcel 4, as shown on Parcel Map No. 95-11, filed in the office of the County Recorder of Yuba County in Book 66 of Maps, Page 45, from which a 1/2" rebar with plastic cap stamped LS 3341, marking the Northeast corner of Section 15, Township 15 North, Range 4 East bears North 68°20'12" East, 2020.42 feet, and from which a 1-1/2" iron pipe tagged LS 3341, marking the center of said Section 15 bears South 22°16'51" West, 2094.71 feet; thence along the Northwesterly, West and South lines of said Parcel 4, South 40°34'50" West, 1217.26 feet to the West line of said Parcel 4; thence along said West line, South 00°08'00" West, 340.32 feet to the Southwest corner of said Parcel 4; thence along the South line of said Parcel 4, North 88°05'46" East, 1633.65 feet; thence leaving said South line, North 00°02'30" West, 204.69 feet; thence North 00°37'23" West, 307.55 feet; thence North 00°33'11" West, 728.30 feet to a point on the North line of said Parcel 4; thence along said North line, South 87°55'38" West, 830.12 feet to the Point of Beginning.

EXCEPTING THEREFROM all that portion of the hereinabove described Parcel B-1 lying Northwesterly of the following described line:

Commencing at the Northwest corner of Parcel 4, as shown on Parcel Map No. 95-11, filed in the office of the County Recorder of Yuba County in Book 66 of Maps, Page 45 from which a 1/2" rebar with plastic cap stamped LS 3341, marking the Northeast corner of Section 15, Township 15 North, Range 4 East bears North 68°20'12" East, 2020.42 feet, and from which a 1-1/2" iron pipe tagged LS 3341, marking the center of said Section 15 bears South 22°16'51" West, 2094.71 feet; thence along said North line, North 87°55'38" East, 116.02 feet to the Point of Beginning and the Northerly terminus of the herein described line; thence leaving said North line of Parcel 4, South 39°26'53" West, 343.65 feet; thence South 42°45'22" West, 125.40 feet; thence South 40°46'44" West, 636.46 feet; thence South 43°04'04" West, 230.07 feet; thence South 42°37'03" West, 18.84 feet; thence South 58°47'00" West, 30.60 feet to a point on the West line of said Parcel 4 and the Southerly terminus of the line described herein.

The parcels described herein contain an aggregate area of 72.822 acres, more or less.

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

The basis of bearings for this description is the California Coordinate System, Zone II, NAD 83 (Epoch 2007.00). Distances contained herein are ground distances. To obtain grid distances, multiply the distance by 0.99991703.

End of Description

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

[Signature]

Date

NO. 5914
Exp. 12-31-2012
STATE OF CALIFORNIA
018-190-112
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
2011-005293

018-190-111
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
2011-005293 (EXHIBIT A-1)

018-190-106
SMITH, HENRY P.

THE BASIS FOR Bearings SHOWN HEREON IS THE CALIFORNIA COORDINATE SYSTEM, ZONE II, NAD 83 (EPOCH 2007.00). DISTANCES SHOWN HEREON ARE GROUND DISTANCES. MULTIPLY GROUND DISTANCE BY 0.9999703 TO OBTAIN GRID DISTANCES.

Exhibit B
OWNER: THREE RIVERS LEVEE IMPROVEMENT AUTH.
A.P.N.: 018-190-111
AREA: EXCESS LANDS = 37.264 Ac.

Excess lands from the Upper Yuba Levee Improvement Project

ctu Engineering & Surveying
COUNTY OF YUBA
STATE OF CALIFORNIA
The Handen Company, Inc.

Douglas Handen, TRLIA Construction Manager

Memo: January 2, 2014

RE:  Upper Yuba Levee Improvement Project
     Sohal Borrow –Site inspections 12/2/13 and 12/16/13

Summary:
I inspected the Sohal site on December 2nd and again on December 16th of 2013. I inspected the site from the Yuba Levee, adjacent to
the former borrow and also drove the property.
The condition of the Sohal borrow property appears to be
unencumbered by trespassing or standing water during the month
of December 2013. Precipitation for the month of November and
December of 2013 was minimal.

Standing Water:
No standing water in the former borrow area was observed during
either inspection. The southwest corner of the property (wetland
area), that was not disturbed during the borrow operations
appeared to be saturated, but did not included standing water.

Trespassing/Recreation:
I did not observe any signs of four wheel drive or off road vehicular
disturbance on the property.
Potential Public Nuisance

I did not observe any indication that the site had been utilized for any activity. The site was free from trash and debris and appears to well vegetated with natural grasses.

Attachments (photos from site visits):

Sohal Borrow Site- 12/2/13
Sohal Borrow, facing south 12/16/13
January 21, 2014

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Larry Dacus, Design Manager
SUBJECT: Consider Approval of Fifth Contract Amendment to CTA Engineering and Surveying Professional Services Contract

Recommended Action:
Approve a contract Amendment No. 5 (attached) to the basic CTA Engineering and Surveying contract for engineering services and authorize Executive Director to sign and execute upon review of General Counsel.

Discussion:
TRLIA entered into a professional services contract with CTA on March 2, 2010 to perform surveying services for the Yuba, Feather and Bear levee repairs land acquisition actions and has amended the contract four times to accomplish additional unforeseen tasks. CTA has also been providing real estate support for the Upper Yuba Levee Improvement Project (UYLIP) as a sub-consultant to Downey Brand. TRLIA now wishes to contract directly with CTA for the UYLIP Real Estate support and to extend the CTA contract termination date.

CTA has been providing surveying services in a timely and professional manner has knowledge and experience of survey conditions in Yuba County and with the parcels that were acquired for the UYLIP, and has provided similar services in an expedient manner and at a reasonable cost in the past. The proposed amendment does not increase the current contract total of $165,000. The amendment does reallocate this budget among the numerous tasks that CTA is currently performing for TRLIA. This reallocation is shown on Exhibit 1 to the Fifth Amendment. This amendment will also extend the contract termination date to December 31, 2015.

Fiscal Impact:
This amendment does not increase the total contract amount of $165,000. The expenses for performing these services are partially funded by the State through Prop 1E funding per the Feather River EIP Funding Agreement (Feather River Segment 2) and the UYLIP EIP funding Agreement.

Attachment:
CTA Engineering and Surveying Amendment No. 5 with Exhibit 1
AMENDMENT NO. 5

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
ENGINEERING SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
CTA ENGINEERING AND SURVEYING

THIS FIFTH AMENDATORY AGREEMENT is made effective January _____, 2014, by and between Three Rivers Levee Improvement Authority ("TRLIA") and CTA Engineering and Surveying ("Consultant"), who agree as follows:

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

1.1. Effective March 2, 2010 the parties entered into an Agreement for Professional Services relating to Surveying Services for TRLIA's Construction Program.

1.2. Effective August 3, 2010 the parties entered into the first Amendatory Agreement.

1.3. Effective February 15, 2011 the parties entered into the second Amendatory Agreement.

1.4. Effective January 17, 2012 the parties entered into the third Amendatory Agreement.

1.5. Effective August 28, 2012 the parties entered into the fourth Amendatory Agreement.

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

1.7. TRLIA and the CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and the CONSULTANT agree as follows.

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

2.1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and CTA.) is amended by the addition of an
additional task to the original tasks already in the scope of services. This additional task shall be Task 11 - Upper Yuba River RE Support.

2.2. The payment, budget, and not-to-exceed amounts, Condition B.1 in Attachment B to the Agreement for Professional Services between TRLIA and CTA Engineering and Surveying will remain at a total contract amount of $165,000. However the budget shall be reallocated among the tasks including the new task as shown on the attached Exhibit 1.

2.3. The Termination Date in Clause 2 and A.2 is amended to extend to December 31, 2015.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on 
______________________________, 2014.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

CTA ENGINEERING AND SURVEYING

Paul G. Brunner
Executive Director

Kevin A. Heeney
Vice-President

ATTEST:
DONNA STOTBLEMeyer
CLERK OF THE BOARD OF DIRECTORS

APPROVED AS TO FORM:
SCOTT L. SHAPIRO
GENERAL COUNSEL
## CTA TRLIA Tasks and Budget

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Current Total Budget</th>
<th>Revised Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 - Segment 2 ROW Record Maps \ RE Support</td>
<td>$17,000</td>
<td>$11,900</td>
</tr>
<tr>
<td>Task 2 - Segment 2 ROW Line Marking and ROS</td>
<td>$34,000</td>
<td>$30,260</td>
</tr>
<tr>
<td>Task 3 - Segment 2 Rice Property Road Abandonment</td>
<td>$5,000</td>
<td>$750</td>
</tr>
<tr>
<td>Task 4 - Setback Levee Land Use Mapping</td>
<td>$28,000</td>
<td>$16,800</td>
</tr>
<tr>
<td>Task 5 - FRLRP Segment 1 RE Support</td>
<td>$8,000</td>
<td>$10,700</td>
</tr>
<tr>
<td>Task 6 - FRLRP Segment 3 RE Support</td>
<td>$33,000</td>
<td>$37,700</td>
</tr>
<tr>
<td>Task 7 - Upper Bear River RE Support</td>
<td>$7,000</td>
<td>$10,300</td>
</tr>
<tr>
<td>Task 8 - WPIC RE Support</td>
<td>$12,000</td>
<td>$13,900</td>
</tr>
<tr>
<td>Task 9 - Lower Yuba River RE Support</td>
<td>$15,000</td>
<td>$17,400</td>
</tr>
<tr>
<td>Task 10 - Miscellaneous Survey Services</td>
<td>$6,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Task 11 - Upper Yuba River RE Support</td>
<td>-</td>
<td>$5,290</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$165,000</strong></td>
<td><strong>$165,000</strong></td>
</tr>
</tbody>
</table>
January 21, 2014

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

**Recommended Action:**
Approve a nineteenth contract amendment (Attachment 1) to the MBK contract for Management and Hydraulic Engineering services and authorize the TRLIA Executive Director to sign the amendment and execute once General Counsel has reviewed and approved.

**Discussion:**
The TRLIA Board has adopted a management organization that includes a Program Manager and a Design Manager. These services have been provided by MBK Engineers for many years. In the past these services have included program and design management; limited financial management; and grant support. As the TRLIA Program nears the completion of design and construction efforts, the focus of management turns from design and permitting to final completion tasks and management becomes more general. As a part of implementing the TRLIA program, many permits have been obtained which have placed requirements for land acquisition, environmental monitoring and reporting, and interim land management on TRLIA. In addition, EIP Grants require several completion documents to meet the grant requirements. MBK has extensive program knowledge and has helped to procure many of the permits that TRLIA has acquired for construction. MBK will continue to assist TRLIA in this program completion phase by providing management direction in defining ongoing permit requirements and arranging for those requirements to be met. MBK will also continue assisting in the closeout of the Upper Yuba Levee Improvement Project that will occur in 2014, assist in certifying the upper Yuba Levee Project to FEMA, assist in certifying the entire RD 784 levee system to the Department of Water Resources for 200-year protection, and manage the Goldfields evaluation and assist in evaluating potential alternatives in the Goldfields. Attachment 2 provides a list of efforts that MBK will manage for 2014 and 2015.

This 19th amendment will extend the end date of the MBK contract from December 31, 2013 to December 31, 2015. The current budget will also increase by $490,000 to cover the additional months of management and technical support. All other terms and conditions contained in the Agreement shall remain in full force and effect.

The specific contract amendment terms are detailed in the attached Amendment 19.
**Fiscal Impact:**
The contract amendment would increase the existing contract by $490,000 for services on a time-and-expenses basis, to a maximum amount not exceeding $6,752,534 (Current maximum amount $6,262,534) without prior authorization by TRLIA. This amendment is a time and material contract, which could be terminated at any time. These projected expenses are included in the current TRLIA cash flow for project completion. Some of these efforts will be cost shared with DWR depending on funding agreements for the different projects.

**ATTACHMENTS:**
1. Amendment 19 to MBK Contract
2. Exhibit 1 MBK Tasks for 2014 and 2015
AMENDMENT NO. 19
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
MBK ENGINEERS

THIS NINETEENTH AMENDATORY AGREEMENT is made and entered into this day of ____________, 2014, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY ("TRLIA") and MBK ENGINEERS ("CONTRACTOR"), who agree as follows:

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

1.1. Effective August 23, 2003, the parties entered into an agreement ("AGREEMENT") to provide basic services with a contract value of $55,800 and an end date of February 3, 2004.

1.2. Effective September 11, 2003, the parties entered into Amendment 1 to the AGREEMENT in the amount of $8,000 for a total contract value of $63,800.

1.3. Effective January 6, 2004, the parties entered into Amendment 2 to the AGREEMENT in the amount of $30,000 for a total contract value of $93,800.

1.4. Effective March 19, 2004, the parties entered into Amendment 3 to the AGREEMENT in the amount of $45,400 for a total contract value of $139,200 and to extend the contract end date to March 30, 2004.

1.5. Effective April 22, 2004, the parties entered into Amendment 4 to the AGREEMENT in the amount of $50,100 for a total contract value of $189,300 and to extend the contract end date to July 31, 2004.

1.6. Effective August 3, 2004, the parties entered into Amendment 5 to the AGREEMENT in the amount of $8,000 for a total contract value of $197,300 and to extend the contract end date to September 7, 2004.

1.7. Effective October 6, 2004, the parties entered into Amendment 6 to the AGREEMENT in the amount of $97,650 for a total contract value of $294,950 and to extend the contract end date to December 7, 2004.

1.8. Effective January 26, 2005, the parties entered into Amendment 7 to the AGREEMENT in the amount of $35,000 for a total contract value of $329,950 and to extend the contract end date to April 30, 2005.

1.9. Effective March 15, 2005, the parties entered into Amendment 8 to the AGREEMENT in the amount of $108,200 for a total contract value of $438,150.

1.10. Effective September 6, 2005, the parties entered into Amendment 9 to the AGREEMENT in the amount of $187,200 for a total contract value of $625,350 and to extend the contract end date to July 31, 2006.

1.11. Effective April 18, 2006, the parties entered into Amendment 10 to the AGREEMENT in the amount of $549,359 for a total contract value of $1,174,709 and to extend the contract end date to December 31, 2006.

1.12. Effective December 12, 2006, the parties entered into Amendment 11 to the AGREEMENT in the amount of $707,980 for a total contract value of $1,882,689 and to extend the contract end date to December 31, 2007.
1.13. Effective January 8, 2008, the parties entered into Amendment 12 to the AGREEMENT in the amount of $629,056 for a total contract value of $2,511,745 and to extend the contract end date to December 31, 2008.

1.14. Effective January 27, 2009, the parties entered into Amendment 13 to the AGREEMENT in the amount of $572,472 for a total contract value of $3,084,217 and to extend the contract end date to December 31, 2009.

1.15. Effective December 15, 2009, the parties entered into Amendment 14 to the AGREEMENT in the amount of $569,020 for a total contract value of $3,653,237 and to extend the contract end date to December 31, 2010.

1.16. Effective September 28, 2010, the parties entered into Amendment 15 to the AGREEMENT in the amount of $661,887 for a total contract value of $4,315,124 and to extend the contract end date to December 31, 2011.

1.17. Effective June 28, 2011, the parties entered into Amendment 16 to the AGREEMENT in the amount of $526,270 for a total contract value of $4,841,394.

1.18. Effective January 3, 2012, the parties entered into Amendment 17 to the AGREEMENT in the amount of $1,421,140 for a total contract value of $6,262,534 and to extend the contract end date to December 31, 2012.

1.19. Effective December 18, 2012, the parties entered into Amendment 18 to the AGREEMENT to extend the contract end date to December 31, 2013.

1.20. The parties now desire to amend the AGREEMENT to modify the contract end date.

2. **Nineteenth Amendment to Agreement.** The AGREEMENT is hereby amended as follows:

2.1. The CONTRACTOR will provide support to TRLIA for the tasks listed in Exhibit 1 to this Nineteenth Amendment for the period 2014-2015.

2.2. The total contract value is amended in the amount of $490,000 for a total contract value of $6,752,534.

2.3. The contract end date is extended to December 31, 2015.

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

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor pursuant to this Agreement will be purchased by TRLIA under a new agreement following expiration or termination of this Agreement.

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 ______________, 2014.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY OF YUBA COUNTY

__________________________
Paul G. Brunner
Executive Director

__________________________
Ric Reinhardt
Principal

MBK ENGINEERS

ATTEST:

DONNA STOTTERMeyer
SECRETARY, THREE RIVERS

__________________________
APPROVED AS TO FORM:

SCOTT L. SHAPIRO
GENERAL COUNSEL, TRLIA

__________________________
Amendment 19 Exhibit 1

MBK 2014 – 2015 EFFORTS FOR TRLIA

Task 1 – General TRLIA Management
- Coordination with CVFPB
- Respond to questions and requests for information regarding historic TRLIA Program
- Coordinate and Review DWR Urban Levee Evaluation
- EIP Grant Support
- Landside Toe Access Corridor Support
- Assist RD 784 in Addressing Problem Items identified by USACE during Periodic Inspection

Task 2 - UYLIP Management
- Elderberry Contract Administration
- Potential Eminent Domain Cases
- EIP Quarterly Work Plans Review
- EIP Quarterly Progress Reports Review
- EIP Closeout Support
- Yuba 86 Break Remediation

Task 3 - WPIC ULDC Remediation
- Complete Design and Award Contracts for Remediation
- Obtain CEQA and NEPA Clearance
- Obtain CVFPB Encroachment Permit
- Obtain USACE Section 408 Approval

Task 4 – SB 5 Urban Level of Protection (ULOP) Certification
- Manage Geotechnical Evaluations
- Manage IEP Review
- Write Summary Report
- Write Specific Sections for Summary Report

Task 5 - Feather River Management
- Land Planning for the Setback Area Support
- Permit Actions
- Land Transfers to DWR Support
- Coordination with the Lower Feather River Corridor Management
- EIP Quarterly Work Plans Review
- EIP Quarterly Progress Reports Review
- EIP Project Closeout Support

Task 6 - Bear River Management
- Mitigation Monitoring
- Land Transfers to DWR Support

Task 7 - Goldfields Evaluation
- Prepare Quarterly Progress Reports
- Manage Formulation Efforts
- Revise Feasibility Report

Attachment 2
<table>
<thead>
<tr>
<th>TASKS</th>
<th>Principal 230</th>
<th>Project Manager 263</th>
<th>Supervisory Engineer 210</th>
<th>Assistant Engineer 162</th>
<th>Water Resources Associate 114</th>
<th>Sub-Contracts</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rate Hrs $</td>
<td>Rate Hrs $</td>
<td>Rate Hrs $</td>
<td>Rate Hrs $</td>
<td>Rate Hrs $</td>
<td>Rate Hrs $</td>
<td>Rate Hrs $</td>
</tr>
<tr>
<td>Task 1 - General TRLIA Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coordination with CVFFP</td>
<td>30.0</td>
<td>6,900.00</td>
<td>60.0</td>
<td>12,180.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Respond to questions and requests for information regarding historic TRLIA Program</td>
<td>60.0</td>
<td>13,800.00</td>
<td>100.0</td>
<td>20,300.00</td>
<td></td>
<td>20.0</td>
<td>2,280.00</td>
</tr>
<tr>
<td>Coordinate and Review DWR Urban Areas Evaluation</td>
<td>10.0</td>
<td>-</td>
<td>30.0</td>
<td>6,900.00</td>
<td></td>
<td>10.0</td>
<td>1,100.00</td>
</tr>
<tr>
<td>EIP Grant Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>80.0</td>
<td>15,240.00</td>
</tr>
<tr>
<td>Landslide Toe Access Corridor Support</td>
<td>8.0</td>
<td>1,840.00</td>
<td>80.0</td>
<td>16,240.00</td>
<td></td>
<td>32.0</td>
<td>3,648.00</td>
</tr>
<tr>
<td>Asset RG 794 in Addressing Problem Items identified by USACE during Periodic Inspection</td>
<td>8.0</td>
<td>1,840.00</td>
<td>80.0</td>
<td>16,240.00</td>
<td></td>
<td>24.0</td>
<td>2,736.00</td>
</tr>
<tr>
<td>Task</td>
<td>116.0</td>
<td>26,840.00</td>
<td>430.0</td>
<td>87,290.00</td>
<td>86.0</td>
<td>9,804.00</td>
<td>632.0</td>
</tr>
<tr>
<td>Task 2 - UTIP Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alterberry Contract Administration</td>
<td></td>
<td>$ -</td>
<td>24.0</td>
<td>4,972.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Potential Eminent Domain Cases</td>
<td></td>
<td>$ -</td>
<td>40.0</td>
<td>8,120.00</td>
<td></td>
<td>24.0</td>
<td>2,736.00</td>
</tr>
<tr>
<td>EIP Quarterly Work Plan Review</td>
<td></td>
<td>$ -</td>
<td>8.0</td>
<td>1,524.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EIP Quarterly Progress Reports Review</td>
<td></td>
<td>$ -</td>
<td>8.0</td>
<td>1,524.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EIP Closeout</td>
<td></td>
<td>$ -</td>
<td>60.0</td>
<td>15,240.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yuba 86 Break Remediation</td>
<td>10.0</td>
<td>2,300.00</td>
<td>60.0</td>
<td>12,180.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 2</td>
<td>10.0</td>
<td>2,300.00</td>
<td>180.0</td>
<td>36,540.00</td>
<td>24.0</td>
<td>2,736.00</td>
<td>214.0</td>
</tr>
<tr>
<td>Task 3 - WPRC ULDC Remediation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete Design and Award Contracts for Remediation</td>
<td>10.0</td>
<td>2,300.00</td>
<td>60.0</td>
<td>12,180.00</td>
<td>70.0</td>
<td>11,340.00</td>
<td></td>
</tr>
<tr>
<td>Obtain CEQA and NEPA Clearance</td>
<td>8.0</td>
<td>1,840.00</td>
<td>60.0</td>
<td>12,180.00</td>
<td>70.0</td>
<td>11,340.00</td>
<td></td>
</tr>
<tr>
<td>Obtain CVFFP Enroachment Permit</td>
<td>8.0</td>
<td>1,840.00</td>
<td>60.0</td>
<td>12,180.00</td>
<td>105.0</td>
<td>17,010.00</td>
<td></td>
</tr>
<tr>
<td>Obtain USACE Section 408 approval</td>
<td>10.0</td>
<td>2,300.00</td>
<td>60.0</td>
<td>12,180.00</td>
<td>110.0</td>
<td>17,820.00</td>
<td></td>
</tr>
<tr>
<td>Task 3</td>
<td>38.0</td>
<td>8,280.00</td>
<td>220.0</td>
<td>44,660.00</td>
<td>355.0</td>
<td>67,610.00</td>
<td>811.0</td>
</tr>
<tr>
<td>Task 4 - SB 6 ULIP Certification</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land Planning for the Sedback Area Support</td>
<td>20.0</td>
<td>4,600.00</td>
<td>80.0</td>
<td>16,240.00</td>
<td>30.0</td>
<td>6,300.00</td>
<td>36.0</td>
</tr>
<tr>
<td>Task 5 - Feather River Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mitigation Monitoring</td>
<td>16.0</td>
<td>3,680.00</td>
<td>50.0</td>
<td>12,180.00</td>
<td>16.0</td>
<td>1,624.00</td>
<td></td>
</tr>
<tr>
<td>Land Transfers to DWR Support</td>
<td>16.0</td>
<td>3,680.00</td>
<td>60.0</td>
<td>12,180.00</td>
<td>16.0</td>
<td>1,624.00</td>
<td></td>
</tr>
<tr>
<td>Task 5</td>
<td>16.0</td>
<td>3,680.00</td>
<td>106.0</td>
<td>21,510.00</td>
<td>122.0</td>
<td>25,198.00</td>
<td></td>
</tr>
<tr>
<td>Task 6 - Bear River Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mitigation Monitoring</td>
<td>16.0</td>
<td>3,680.00</td>
<td>50.0</td>
<td>12,180.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 6</td>
<td>16.0</td>
<td>3,680.00</td>
<td>106.0</td>
<td>21,510.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 7 - Goldfield Evaluation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quarterly Progress Reports</td>
<td>16.0</td>
<td>3,680.00</td>
<td>40.0</td>
<td>8,120.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manage Formulation Efforts</td>
<td>16.0</td>
<td>3,680.00</td>
<td>120.0</td>
<td>24,360.00</td>
<td>20.0</td>
<td>4,200.00</td>
<td>40.0</td>
</tr>
<tr>
<td>Revise Feasibility Report</td>
<td>16.0</td>
<td>3,680.00</td>
<td>80.0</td>
<td>16,240.00</td>
<td>20.0</td>
<td>4,200.00</td>
<td></td>
</tr>
<tr>
<td>Task 7</td>
<td>72.0</td>
<td>16,560.00</td>
<td>240.0</td>
<td>48,720.00</td>
<td>40.0</td>
<td>8,480.00</td>
<td>40.0</td>
</tr>
<tr>
<td>Total MBK Labor</td>
<td>310.0</td>
<td>71,300.00</td>
<td>1,472.0</td>
<td>286,816.00</td>
<td>70.0</td>
<td>14,700.00</td>
<td>448.0</td>
</tr>
<tr>
<td>Expenses @ $500 per month</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
January 21, 2014

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Larry Dacus, Design Manager
SUBJECT: Approve Amendment 2 to Contract with Kleinfelder West, Inc. to Perform
         Additional Evaluation at the 86 Break Site as Part of the ULDC Evaluation

Recommended Action:
Approve Amendment 2 (Attachment 1) to contract with Kleinfelder West, Inc. to perform
additional evaluations at the 1986 Break Site of the Yuba River South Levee and authorize the
executive director to sign and execute the amendment once General Counsel has reviewed and
approved.

Discussion:
In March of 2012 TRLIA entered into a contract with Kleinfelder West, Inc. to evaluate the Yuba
South Levee to determine if it complied with the recently adopted DWR Urban Levee Design
Criteria (ULDC). Kleinfelder has initiated that evaluation. The 1986 Break site is included in
this reach of levee to be evaluated by Kleinfelder. The assumption at the time of the initial
contract was that Kleinfelder would not have to do any additional explorations or perform extra
evaluations at the 1986 Break Site. At the same time that TRLIA initiated its ULDC Evaluation
of the Yuba South Levee, DWR was performing evaluations of this reach of levee as part of the
Urban Levee Evaluation (ULE). While the DWR ULE did not find any ULDC exceedences at the
1986 Break Site, it did identify a concern with the possibility of levee embankment migration into
the voids which exist in the rocks placed in the levee foundation as part of the emergency repair
in 1986. The concern is that enough embankment material could flow into the voids to cause a
slump in the levee crown and reduce the freeboard during a large flood event. To prevent this,
DWR is proposing widening the levee at this location. TRLIA has had its consultant, Kleinfelder,
review the DWR evaluation and coordinate with the DWR consultant. The DWR evaluation does
not have adequate funding to perform additional explorations to better define foundation
conditions and evaluate potential remediation alternatives to address the DWR concern. This
causes them to be very conservative in identifying potential issues and solutions at this location.
Reporting and descriptions of the 1986 repair were not done in a complete and comprehensive
manner. There is no one document which fully explains what was done and the size of repair in
1986 and this results in many unknowns at this location.

To better describe conditions at the 1986 Break Site, TRLIA has asked Kleinfelder to research
records of the work conducted at the 1986 Break Site in 1986 and research other evaluations of
this site. Kleinfelder was asked to review the DWR ULE evaluation at this site in detail and
perform additional explorations to better define the extent of large rocks in the foundation and soil conditions at the toe of the seepage berm.

This amendment is for Kleinfelder to:

- Perform a historical document review in order to prepare a description of the levee break and repair based on best available data.
- Present results of the detailed document review in a technical memo and meet with TRLIA and the TRLIA Board of Senior Consultants (BOSC) to discuss findings and present findings.
- Drill a total of fifteen (15) additional borings to explore the subsurface conditions at the 1986 Break Site. Ten (10) borings will be performed along the levee crown and stability berm to identify the top elevation of the large fill material in the break scour hole. Five (5) will be performed at the seepage berm toe to evaluate the blanket thickness in the reach.
- Perform laboratory testing of samples taken during the borings.
- Investigate the current fragility of the levee at this site including the possibility of material migration.
- Present all information in a report.

This information will assist TRLIA’s consultant to determine if a concern for significant slumping at this location is realistic and to determine a remediation if it is considered necessary.

**Fiscal Impact:**
The amendment amount is $90,500 for services on a time-and-expenses basis, not to exceed the maximum amount ($278,700) of the contract for Professional Services without prior authorization by TRLIA. This effort is part of the ULDC compliance determination and will be paid for by Prior Levee Work Funding. TRLIA is negotiating with DWR to add this remediation work to the UYLIP EIP which will allow 70% of this effort to be cost shared by the state.

**ATTACHMENT:**
1. Amendment 2 with Exhibit I
AMENDMENT NO. 2

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
KLEINFELDER WEST, INC.

THIS SECOND AMENDATORY AGREEMENT is made effective ___________, 2014, by and between Three Rivers Levee Improvement Authority ("TRLIA") and Kleinfelder West, Inc. ("Consultant"), who agree as follows:

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

   1.1. Effective March 20, 2012 the parties entered into an Agreement for Professional Services relating to Engineering Services for TRLIA's Construction Program.

   1.2. Effective October 30, 2012, the parties entered into Amendment No. 1 to the Agreement for Professional Services in the amount of $63,800 for a total contract value of $188,200.

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

   1.4. TRLIA and the CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and the CONSULTANT agree as follows.

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

   2.1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and the Consultant) is amended by additional effort to the effort in the original contract and that effort added by Amendment 1. The Amendment 2 additional effort is described in Exhibit 1 attached to this amendment agreement.

   2.2. The payment, budget, and not-to-exceed amounts, Condition B.1 in Attachment B to the Agreement for Professional Services between TRLIA and the Consultant are amended to include the additional amount of $90,500 for a total contract amount of $278,700.
2.3. Operative Provision 2 – TERM – shall be revised to change the Termination Date to December 31, 2015

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 __________________________, 2014.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

KLEINFELDER WEST, INC.

Paul G. Brunner
Executive Director

Stephen Boll
Principal

ATTEST:
DONNA STOTTLEMEYER
CLERK OF THE BOARD OF DIRECTORS

APPROVED AS TO FORM:
SCOTT L. SHAPIRO
GENERAL COUNSEL
January 10, 2014  
File No.: 117691

Mr. Paul Brunner  
Three Rivers Levee Improvement Authority  
1114 Yuba Street, Suite 218  
Marysville, California 95901

Subject: Addendum No. 1  
Addition Investigation and Evaluation at Linda Break Site  
Proposed TRLIA ULDC Compliance Determination  
RD 784, Yuba County, California

Dear Mr. Brunner:

Kleinfelder is pleased to present this request for additional authorization for the Three Rivers Levee Improvement Authority (TRLIA) Urban Levee Design Criteria (ULDC) compliance determination for portions of levees surrounding Reclamation District 784 (RD 784) in Yuba County, California. This request is to perform additional document review, field exploration, and engineering analysis at the Linda levee break site on the south bank of the Yuba River between Highway 70 and Simpson Lane. Kleinfelder is currently evaluating this levee as part of a study to provide an opinion about compliance of the existing levee to California Department of Water Resources (DWR) Urban Levee Design Criteria, dated May 2012 (ULDC). This request contains a summary of the work to be performed and an estimated fee to complete the work.

Kleinfelder is committed to providing quality service to our clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

BACKGROUND INFORMATION

Kleinfelder is currently evaluating the Linda levee break site as part of a study to provide an opinion regarding compliance of the existing levee to DWR ULDC. This site includes large fill material in the break scour hole and a 300-foot wide seepage and stability berm. In the original approved proposal Kleinfelder provided limited budget to meet with DWR consultants to conform TRLIA geotechnical models to DWR
geotechnical models. During these meetings it became apparent DWR and their consultant team was proceeding with conservative models for their feasibility level analysis and it would be up to the TRLIA team to obtain additional information to resolve outstanding issues.

There are currently two primary concerns pertaining to this reach. The first concern is that the boulder fill present within the remediated section of levee may extend above the height of the existing seepage and stability berm. The second concern is relating to the blanket thickness present, or not present, at the toe of the existing berm. The following scope describes the work Kleinfelder is proposing to complete in order to answer these questions.

**SCOPE OF SERVICES - COMPLETED**

These are completed tasks where the level of effort has exceeded that originally proposed.

**Historical Document Review**

Kleinfelder reviewed documents in the DWR ULE database included in the updated Geotechnical Data Report (GDR) as well as documents in Kleinfelder archives. The purpose of the detailed document review was to prepare a description of the levee break and repair based on best available data.

**Technical Memo and Meeting with TRLIA Senior Review Board**

Kleinfelder presented results of the detailed document review in a technical memo comparing ULDC criteria to known geotechnical levee conditions based on best available data. Kleinfelder met with TRLIA and MBK to discuss findings and present findings to the TRLIA Board of Senior Consultants (BOSC).

**Fragility Curve Consultation**

Kleinfelder reviewed existing fragility curves and prepared updated fragility curves for use by MBK in the cost/benefit analysis for proposed repairs at the site.

**SCOPE OF SERVICES - PROPOSED**

**Field Exploration**

Kleinfelder proposes to further explore the subsurface conditions at the Linda break site by drilling a total of fifteen (15) additional borings with a truck-mounted drill rig. Five (5) borings will be performed along the levee crown, five (5) will be performed from the bench at the top of the stability berm, and five (5) will be performed at the seepage berm toe. The levee crown and stability berm borings will be advanced to a depth of about 15 feet below the present crown/bench elevation to identify the top elevation of
the large fill material in the break scour hole. The borings will be performed at roughly 50-foot-spacing, with the center borings positioned in the approximate center of the break (to be located by MHM prior to drilling). The five (5) toe borings will be performed along the toe of the 300-foot wide seepage and stability berm and advanced to a depth of about 20 feet below the present ground surface to evaluate the blanket thickness in the reach. Three (3) of the five (5) borings will be continuously sampled using a dry core system. Two (2) of the five (5) borings will be sampled with thin-walled or split spoon samplers to obtain relatively undisturbed samples for laboratory testing.

All borings will be advanced using hollow stem augers. Standard Penetration Tests (SPT) will be performed at approximate intervals of 2.5 feet for the full depths of each boring advanced through the levee crown or berm bench. An engineer or geologist from Kleinfelder will maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing. Kleinfelder will obtain local drilling permits as required by Yuba County for the borings and will obtain approval from the Central Valley Flood Protection Board prior to drilling. We understand that the crown borings will be drilled within gated, gravel surfaced levee patrol roads. As such, encroachment permits, traffic control, and pavement coring and patching will not be necessary and are not included in this proposal. If necessary, these services will be provided and billed as an additional service in accordance with our standard fee schedule. Upon completion, the exploration holes will be backfilled with cement grout and/or bentonite chips in accordance with the local drilling permit requirements. Cuttings and drilling fluids will be contained in 55-gallon steel drums and removed from the site by a certified waste hauler. This proposal assumes site access, including all necessary private land owner permissions, will be provided by the Client.

We are planning a three to four working day field exploration schedule for this work, assuming that one drilling rig and field crew work consecutively through the project.

Geotechnical Laboratory Testing

Laboratory tests will be performed on selected samples to evaluate the classification, density, gradation, of the materials encountered during our field investigation. We anticipate laboratory testing will include moisture content, dry unit weight, sieve analysis, hydrometer, and/or Atterberg Limits. The tests selected and the frequency of testing will be based on the subsurface conditions actually encountered.

Report Preparation

Results of our field explorations and laboratory testing will be summarized in a geotechnical data report containing the following:

- A description of the proposed project
- A description of the surface and subsurface site conditions encountered during our field investigation
• A plan or map showing the approximate boring locations and relationship of the site to existing streets;
• Cross sections depicting approximate location of boulder fill; and
• An appendix that will include a summary of the field investigation and laboratory testing programs.

It is our understanding one (1) draft report will be prepared, one (1) iteration of review comments will be provided, and then one (1) final report will be issued. Up to five (5) copies of the draft and final reports will be issued as well as an electronic copy of the draft and final report.

ESTIMATED FEES

A breakdown of our estimated fees is provided in the table below.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task K2 - Completed</td>
<td>Historical document review</td>
<td>100 hours</td>
<td>$16,000</td>
</tr>
<tr>
<td></td>
<td>Technical memo and meetings</td>
<td>60 hours</td>
<td>$14,000</td>
</tr>
<tr>
<td></td>
<td>Develop Fragility Curves</td>
<td>20 hours</td>
<td>$4,500</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal:</strong></td>
<td></td>
<td><strong>$34,500</strong></td>
</tr>
<tr>
<td>Task K2 - Proposed</td>
<td>Field exploration</td>
<td>15 HS auger borings</td>
<td>$26,000</td>
</tr>
<tr>
<td></td>
<td>Laboratory testing</td>
<td>$20/foot</td>
<td>$12,000</td>
</tr>
<tr>
<td></td>
<td>Reporting (1 draft, 1 final)</td>
<td>2 reports</td>
<td>$10,000</td>
</tr>
<tr>
<td></td>
<td>Project Management and meetings</td>
<td></td>
<td>$8,000</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal:</strong></td>
<td></td>
<td><strong>$56,000</strong></td>
</tr>
<tr>
<td>Additional Scope TOTAL</td>
<td></td>
<td></td>
<td><strong>$90,500</strong></td>
</tr>
</tbody>
</table>

Actual charges will be billed on a time-and-expense basis, based on our current rates. Charges in addition to the scope of work described above will be billed on a time-and-expense basis, based on our current rates. We will notify you of events or conditions that arise that may affect the project schedule or budget during the course of the project.

The fees presented in this proposal are based on prompt payment for services presented in our standard invoicing format. Additional charges will be applied for specialized invoicing if backup documentation is needed. These special services will be charged on a time-and-expense basis. Late fees will be charged if payment is not received in accordance with terms contained in the attached standard form of agreement.
SCHEDULE

Kleinfelder can complete the presented scope of work approximately eight weeks after given Notice to Proceed. This schedule does not include delays due access limitations or due to review periods. We will notify you of events or conditions that arise that may affect the project schedule or budget during the course of the levee assessment.

AUTHORIZATION

An addendum to our existing contract with TRLIA may serve as our formal authorization to proceed.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. This proposal is valid for a period of 45 days from the date of this proposal. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

Acceptance of this proposal will indicate that TRLIA, Inc. has reviewed the scope of services presented herein and have determined that they do not need or want more services than are being proposed at this time. Any exceptions should be noted but may result in a change in the estimated fee presented herein.

This proposal does not include an assessment of environmental characteristics involving hazardous or toxic substances. In the event potentially hazardous materials are identified visually or by odor within our exploratory borings, such borings will be immediately terminated and arrangements will be made to backfill with cement grout. We will notify you as soon as possible of such an occurrence in order to mutually decide whether to continue, modify, or cease the remainder of the field exploration program. All costs incurred as a result of encountering suspected hazardous materials would be charged on a time-and-expense basis over and above the estimated fee for the geotechnical site investigation.
We appreciate the opportunity of presenting this proposal for your consideration. If you have questions regarding this proposal or require additional information, please contact the undersigned.

Sincerely,

KLEINFELDER WEST, INC.

Richard M. Stauber, PE  
Principal Engineer

Stephen S. Boll, PE  
Project Manager

RMS:SSB:aak
January 21, 2014

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
Larry Dacus, Design Manager
SUBJECT: Consider Adoption of a CEQA Categorical Exemption for Agricultural Fence Construction in the Feather River Setback Area

**Recommended Action**
Adopt a CEQA Categorical Exemption for construction of an agricultural fence along the border of existing orchards in the Feather River Setback Area and authorize the TRLIA Executive Director to sign the exemption and submit to the State Office of Planning and Research once General Counsel has reviewed and approved.

**Discussion**
TRLIA constructed the Feather River Setback Levee in 2008-2010. The construction of this setback levee created a setback area of approximately 1600 acres. Portions of this area have been used for project mitigation, portions are reserved for future environmental restoration, and portions of the area continue to be farmed as they were prior to construction of the setback levee. TRLIA and Yuba County have allowed public access to the setback area so that the public can enjoy the open spaces of the setback area and access the Feather River for recreational purposes. This public access is currently located at the Broadway Road Access Ramp. TRLIA proposes to relocate the public access from Broadway Road to the south end of the setback area at the Star Bend Boat Ramp. The southern end of the setback area is where the majority of the continuing orchards exist and there is concern with conflicts between the visiting public and agricultural activities. To reduce this conflict, TRLIA proposes to construct a fence around the outside of the orchards to impede access by unauthorized individuals.

The fence will be a standard 3 strand barbed wire fence used to delineate agricultural fields. It will be placed along the border of the existing orchards. Gates will be placed in the fence at access roads for agricultural and maintenance purposes. In addition to the gates in the fence, pipe gates and associated fencing will be placed at three waterside ramps which exist at Country Club Road, Rich Road, and midway between Rich Road and Pump Station 3. TRLIA will maintain the agricultural fence until ownership of the Setback Area is transferred to a State agency. In order to construct this new fence, TRLIA must apply for a CVFPB encroachment permit. Part of the permit application process is clearance of the proposed action for CEQA purposes. TRLIA staff have reviewed the proposed action and determined that this action qualifies for a categorical exemption under CEQA.
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: Relocation of Public Access Point for Feather River Setback Area with Fencing

Project Location - Specific: NW of the intersection if Feather River Blvd and Algodon Rd

Project Location - City: Vicinity of Plumas Lake, CA  
Project Location - County: Yuba

Project Description: The Three Rivers Levee Improvement Authority (TRLIA) proposes to relocate the public access point for the Feather River Setback Area (FRSA), currently located near the Broadway Road Boat Access Ramp, to the south end of the FRSA, near the Star Bend Boat Ramp. In connection with relocating the public access point, TRLIA proposes to install a three-wire barbed wire fence to prevent unauthorized entry by members of the public into existing orchards that adjoin the FRSA. The fence will include gates at access roads and will be approximately 3.6 miles in total length. Approximately half of the fence will run along an existing road which TRLIA uses for patrols. The other half of the fence will run along the Feather River Setback Levee. The bottom wire of the fence will be approximately 1.5 feet above the ground, and the top wire of the fence will be approximately four feet above the ground.

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)  

Reasons Why Project is Exempt:

The project is exempt from CEQA pursuant to 14 Cal. Code Regs. § 15301 because relocation of the public access point is a component of TRLIA’s operation of the FRSA, an existing topographical feature. Moving the public access point does not involve any expansion of use of the FRSA, but simply changes the point where members of the public can access the FRSA. Further, the patrol road and levee along which the fence will be installed are existing facilities, and relatively small additions to existing facilities (such as the proposed fence) fall under section 15301. The project is also exempt from CEQA pursuant to 14 Cal. Code Regs. §15303, because it involves the construction of a new, small structure of the kind contemplated by section 15303(e). The project is also exempt from CEQA pursuant to 14 Cal. Code Regs. § 15304, because it consists of minor alterations in the condition of land and does not involve the removal of mature trees. Finally, the project is also exempt from CEQA pursuant to 14 Cal. Code Regs. § 15305, because relocating the public access point is a change in a limitation of public use of the FRSA: instead of being limited to entering the FRSA near the Broadway Road Boat Access Ramp, the public will be limited to entering the FRSA near the Star Bend Boat Ramp. Relocating the public access point will not result in any changes in the use of, or density within, the FRSA. Instead, the uses and density will remain the same, but public access will be at a new location.

TRLIA has determined that the combined effect of the exemptions set forth above renders the project, in its entirety, exempt from CEQA. See California Farm Bureau Federation v. California Wildlife Conservation Board (2006) 143 Cal.App.4th 173, 191. TRLIA has also determined that none of the exceptions to CEQA’s categorical exemptions apply to this project.

Lead Agency  
Contact Person: Paul G. Brunner  
Area Code/Telephone/Extension: (530) 749-5679

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

Title: TRLIA Executive Director

1355618.1
January 21, 2014

TO: Three Rivers Levee Improvement Authority Board

FROM: Paul Brunner, Executive Director

SUBJECT: Status Report for the Goldfields Evaluation Study – Release of 100-yr Initial Study/Proposed Mitigated Negative Declaration

The Three Rivers Levee Improvement Authority (TRLIA) has been evaluating the Yuba Goldfields (Goldfields) to identify flooding potential and ways to reduce the potential for flooding of Reclamation District (RD) 784. Potential flooding of RD 784 through the Goldfields from the 100-year flood on the Yuba River has been identified due to erosion at identified sites along the south bank of the Yuba River and due to topographical changes within the Goldfields as a result of ongoing mining activities. In 2011, TRLIA constructed three short embankments to raise critical low areas in Goldfields dredge tailings embankments and reduce the potential for flooding. TRLIA continues to pursue a long term sustainable solution that will provide 200-year protection. In the interim however, a 100-year solution is proposed as a means of reducing the flooding potential until the 200 year solution can be completed.

TRLIA has identified a potential for flooding from either overtopping or eventual breaching at 10 sites along the south bank tailings mounds of the Yuba River within the Goldfields (see Figure 1). The 100-year interim solution addresses the potential for flooding of RD 784 from each site. The 100-year interim flood protection solution consists of an embankment that will be constructed in the Goldfields designed to intercept and block overtopping flows from Site A or breach flows from Site B (see Figure 2) and hold them long enough to allow flood peaks to pass. The blocked flows would then return to the Yuba River or percolate into underlying groundwater aquifers. The embankment would extend continuously for approximately 2.1 miles following the alignment shown in Figure 2. The embankment would be built by enlarging an existing dredge tailings embankment to a minimum geometry and size using the Goldfields’ existing dredge tailings. The embankment would have a minimum top width of 35 feet, a waterside slope of 3:1 (horizontal:vertical), and a landside slope of 5:1. The crown of the embankment would be located 3 feet above the elevation of the 100-year water surface elevation in the Goldfields (see Figure 3). This embankment would be entirely on land owned by Western Aggregates and would be constructed in partnership with Western Aggregates. TRLIA and Western Aggregates are negotiating a Memorandum of Understanding with respect to construction and maintenance.
of this embankment. The other problem sites along the south bank of the Yuba River either have existing ridges within the Goldfields to intercept high stages that can enter at low elevation locations in the south bank or the south bank mounds are high enough and stable enough to withstand the 100-year flood elevations. At two of the problem sites (Site F and Site J) erosion is occurring and the interim solution calls for monitoring at these sites to ensure that erosion does not reduce the existing embankment to an unstable size. This interim solution is expected to be in effect for 10 years while a permanent 200-year solution is determined and implemented.

An Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to provide CEQA coverage for the 100-year project embankment construction. This document is ready for public review and scheduled for public distribution on January 24.

The evaluation of a 200-year solution continues. TRLIA is currently evaluating four alternatives for a potential 200-year solution. The final four 200-year alternatives under evaluation are:

1. Embankment on South side of the Goldfields and then through the middle of the Goldfields (Figure 4)
2. Embankment on West side of the Goldfields which then connects to the Alternative 1 Alignment (Figure 5)
3. Enlarge Tailings Mounds along the South Bank of the Yuba River (Figure 6)
4. Levee outside of the Goldfields on the South Side (Figure 7)

An initial Stakeholders Meeting was held on July 11, 2013. Attendees included mining interests, local government entities, and Federal entities. The Evaluation Team also met with the Yuba River Management Team, a group of State, Federal, and NGO entities concerned with the Yuba River fisheries, on August 20 to present the 200-year alternatives under evaluation. These alternatives have also been discussed with the mining interests in the Goldfields. The Evaluation Team continues evaluation of the final four 200-year alternatives and continues to seek stakeholder input. A CEQA Environmental Impact Report (EIR) is under preparation and will evaluate environmental impacts associated with each of the four final alternatives. TRLIA will use public comments on the EIR to assist in making a selection of the 200-Year Project. The EIR is currently scheduled for public review in May 2014.

The evaluation of the 200-year alternatives will continue and more detailed information on the alternatives and cost estimates will be developed. Additional meetings with significant stakeholders will be held. One important action is to meet with and convince DWR to become more involved in a future Goldfields 200-year flood protection solution.

Attachments:
1. Figure 1 – South Bank Sites of Interest
2. Figure 2 – 100-Year Interim Solution Embankment Alignment
3. Figure 3 – 100-Year Interim Solution Embankment Geometry
4. Figure 4 – Alternative 1 200-Year Solution
5. Figure 5 – Alternative 2 200-Year Solution
6. Figure 6 – Alternative 3 200-Year Solution
7. Figure 7 – Alternative 4 200-Year Solution
Exhibit 2-2

Yuba Goldfields 100-Year Flood Protection Project Area

Source: TRLIA 2013, adapted by AECOM in 2013

LEGEND
- Critical Erosion Site B
- Access Route
- Project Area

Aerial Image: NAIP 2012
X 00242362 072 10/13
Exhibit 2-3

Typical 100-Year Embankment Cross-Section

Source: TRLIA 2013, adapted by AECOM in 2013
December 26, 2013

Via E-Mail

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

Re: Disclosure and Consent to Conflict of Interest in Joint Representation

Dear Paul:

I am writing to disclose a potential conflict of interest to the Three Rivers Levee Improvement Authority ("TRLIA") and to request a written waiver of the potential conflict.

Disclosure of the Conflict

As you know, the firm currently represents TRLIA in an eminent domain action to acquire 5,227 acres in fee, 0.499 acres in temporary construction easement, and 0.934 acres in temporary access easement, and 0.343 acres in utility easement of the real property known as Assessor’s Parcel Number 018-200-001 and 018-220-030 in Yuba County, California (the “Bains Property”). Because the Bains Property is subject to a deed of trust held by Sutter Community Bank (the “Bank”), the Bank is named as a defendant in the lawsuit. The attorneys working on the eminent domain action are Scott McElhern, Kelly Pope, Jennifer Williams, and Kevin James.

The Bank wishes to retain Jim Dyer to help with an employment related dispute that is not related to the eminent domain action. This would create a conflict of interest since the firm currently represents TRLIA in a matter that is adverse to the Bank.

Reasonably Foreseeable Adverse Impacts

Under the rules of professional conduct and other laws that govern attorneys in California, the firm cannot represent two clients at the same time, if their interests are adverse or potentially adverse, unless both clients agree to waive any potential or actual conflicts arising from such concurrent representation in writing after having the opportunity to seek the advice of independent legal counsel. This ethical requirement applies even though the representations are not related to one another. Given the potential conflict of interest in representing TRLIA in eminent domain matters and the Bank in other matters, the firm must obtain both clients’ informed written consent.
In order for TRLIA’s consent to be informed, it is important that we state the potential adverse consequences that could arise from our joint representation of TRLIA and the Bank. It is possible that we could favor one client over another client and, as a result, fail to press the other client’s interests as vigorously as possible. We do not believe that this result would occur, but it is important to disclose the potential conflicting duties to TRLIA.

Another potential consequence of the dual representation is that we would not be able to disclose information obtained in the representation of TRLIA to the Bank, and vice versa. Again, we do not think this conflict will arise, since the attorneys representing TRLIA are not the same attorneys who represent the Bank, and the representations are unrelated. As a result, it is unlikely either set of attorneys will learn confidences or secrets that would be significant to the matter being handled by the other set of attorneys. Nonetheless, it is important that we disclose this potential consequence to TRLIA.

In the event an actual conflict arises between TRLIA and the Bank, Downey Brand will represent TRLIA and not the Bank. For example, if a future eminent domain action is filed against the Bank, Downey Brand will represent TRLIA and the Bank will need to get separate counsel. The Bank has acknowledged this in its conflict waiver letter.

We also note that, in theory, there could be other adverse consequences to TRLIA from the joint representation that we cannot now reasonably foresee.

Independent Counsel

We encourage TRLIA to seek the advice of independent legal counsel concerning its determination of whether or not to waive these potential conflicts of interest. If, after considering the foregoing disclosure of the potential conflicts of interest, TRLIA agrees to waive any potential conflicts of interest that could occur, please so indicate by signing below and returning a copy to me via email.

Thank you for your courtesy and cooperation.

Very truly yours,

DOWNEY BRAND LLP

Scott D. McElhern
WAIVER OF CONFLICT OF INTEREST

I have read the foregoing letter concerning the potential conflicts associated with Downey Brand LLP’s potential representation of the Bank in employment related matters and its representation of TRLIA in eminent domain actions. I am authorized to waive such conflicts on behalf of TRLIA and, after having the opportunity to consult with independent counsel, TRLIA waives any and all conflicts that may arise from this representation, as set forth in the foregoing letter.

Dated: 12/30/2013

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul Brunner
Executive Director