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, Griego, Nicoletti, Ritchie

II  PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern within the jurisdiction of TRLIA which is not on today’s agenda. The total amount of time allotted 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 secretary.

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

   A. Approve minutes of the meeting of November 17, 2015.
   B. Approve contract Amendment No. 18 with HDR Engineering Inc. to extend contract termination date to December 2017 and authorize Executive Director to execute upon review and approval of Counsel.

IV  ACTION ITEMS

   A. Approve employment agreement extension for Executive Director to December 31, 2017.
   B. Approve lease agreement extension with Yuba County Office of Education through December 31, 2017 upon review and approval of Counsel.
   C. Approve contract Amendment No. 20 with MBK Engineers for Management and Hydraulic Engineering services in the amount of $632,000 and authorize Executive Director to execute.
   D. Approve contract Amendment No. 4 with Larsen Wurzel and Associates, Inc. in the amount of $160,000 and extend termination date to December 31, 2017, and authorize Executive Director to execute upon review and approval of Counsel.

V  BOARD AND STAFF MEMBER REPORTS

VI  ADJOURN
A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 2:06 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, and Mary Jane Griego. Directors Sarbdeep Atwal and John Nicoletti were absent. Also present were Executive Director Paul Brunner, General Counsel Andrea Clark, and Secretary/Clerk of the Board of Supervisors Donna Stottlemyer. Chair Griego presided.

I  ROLL CALL – Directors Atwal, Brown, Crippen, Griego, Nicoletti – Directors Atwal and Nicoletti absent

II  PUBLIC COMMUNICATIONS: None.

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

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

A. Approve minutes of the meeting of October 13 and 20, 2015. Approved.

B. Approve corrections to Amendment No. 10 to agreement with AECOM Technical Services Inc. and authorize Executive Director to execute. Approved.

IV  ACTION ITEMS

A. Approve Amendment No. 6 in the amount of $28,750 to agreement with SCI Engineering for additional two years of consulting services for Assessment District administration and authorize Executive Director to execute upon review and approval of Counsel. Executive Director Paul Brunner recapped services.

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

B. Approve Amendment No. 11 in the amount of $130,344 to agreement with AECOM Technical Services Inc. for additional environmental services for Goldfields 100-year Project and authorize Executive Director to negotiate and execute upon review and approval of Counsel. Executive Director Paul Brunner recapped services required and responded to inquiries.

MOTION: Move to approve  MOVED: Rick Brown  SECOND: Jerry Crippen
AYES: Rick Brown, Jerry Crippen, Mary Jane Griego,
NOES: None  ABSTAIN: None  ABSENT: Sarbdeep Atwal, John Nicoletti
C. Approve Amendment No. 18, in the amount of $447,608 to agreement with GEI for continuing coordination and negotiations with Native American Tribal interests and authorize Executive Director to negotiate and execute upon review and approval of Counsel. Executive Director Paul Brunner recapped services required and responded to inquiries.

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

D. Consider applications and recommendation from Ad Hoc Committee for At-large Director vacancy and take action as appropriate. Directors Griego and Brown commented on the quality of applicants, expanding the appointees to add at-large public alternate and recommended appointing Edward Ritchie.

Director Nicoletti joined the meeting at 2:31 p.m.

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

V BOARD AND STAFF MEMBER REPORTS

Executive Director Paul Brunner:
- Correspondence regarding cultural resources to Auburn Rancheria and Enterprise Rancheria
- Downey Brand supplement to waiver of conflict letter regarding Scott Shaprio as counsel for both TRLIA and Teichert
- Executed 100-year Goldfields project agreement and start date by end of month

Director Atwal joined the meeting at 2:46 p.m.

Director Nicoletti left the meeting at 2:51 p.m. and joined closed session at 2:54 p.m.

VI CLOSED SESSION: The Board retired into closed session at 2:51 p.m. and returned at 3:59 p.m. with all present as indicated above including Directors Atwal and Nicoletti.

A. Public Employee Performance Evaluation pursuant to Government Code §54957 – Title: Executive Director
No report.

B. Personnel pursuant to Government Code §54957.6 – Provide instruction to Representative Andrea Clark on salary or compensation of Executive Director
No report.

C. Conference with Legal Counsel – Existing Litigation Government Code 54956.9(d)(1) – A. Teichert & Son, Inc. vs. TRLIA and TRLIA Board of Directors, Yuba County Superior Court No. CVPT 15-0000922
No report.
VII  ADJOURN: 4:00 p.m.

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

Chair

Approved: ___________________________
December 15, 2015

TO: Three Rivers Levee Improvement Authority Board

FROM: Paul G. Brunner, Executive Director

SUBJECT: Approve Amendment 18 to Contract with HDR Engineering, Inc. to Extend Termination Date and Increase Time for Rendering of Services

**Recommended Action:**
Staff recommends approval of HDR Amendment 18 that will extend the termination date and time of services rendered from December 2015 to December 2017.

**Discussion:**
The contract amendment would extend HDR’s contract to December 2017 which is expected to be sufficient time for completion of construction of the project and project close-out activities which HDR would participate in.

**Fiscal Impact:**
The amendment will not affect the not to exceed amount of $11,109,186. A future amendment to this contract for construction management may be required.

**Attachments:**
- Amendment 18 Agreement
EIGHTEENTH AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
HDR ENGINEERING, INC.

THIS EIGHTEENTH AMENDATORY AGREEMENT is made and entered into this ___ day of ____________ 2015, by and between the Three Rivers Levee Improvement Authority, ("TRLIA"), a California Joint Powers Authority, and HDR Engineering, Inc. ("CONSULTANT").

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

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

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

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

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

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

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

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

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

WHEREAS, a NINTH AMENDATORY AGREEMENT, executed July 20, 2010 increased the maximum not to exceed contract fee from $7,345,079 by $1,473,064 to $8,818,143; and
EIGHTEENTH AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
HDR ENGINEERING, INC.

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

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

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

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

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

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

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

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

WHEREAS, a NINTH AMENDATORY AGREEMENT, executed July 20, 2010 increased the maximum not to exceed contract fee from $7,345,079 by $1,473,064 to $8,818,143; and
WHEREAS, 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, a SIXTEENTH AMENDATORY AGREEMENT, executed January 21, 2014 extended the Termination Date of the Agreement to December 31, 2014; and

WHEREAS, a SEVENTEENTH AMENDATORY AGREEMENT, executed October 21, 2014 increased the maximum not to exceed contract fee by $726,777 from $10,382,409 to $11,109,186, and extended the Termination Date of the Agreement to December 31, 2015.

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 the AGREEMENT shall be amended to extend the Termination Date of the Agreement to December 31, 2017.

2. ATTACHMENT A, Provision A.2 of the Agreement shall be revised to increase the time of services rendered to December 31, 2017.

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

This Amended agreement is hereby executed on this ____ day of ____________, 2015.
December 15, 2015

TO: Three Rivers Levee Improvement Authority Board
FROM: Andrea Clark, General Counsel
SUBJECT: Extension of Paul Brunner Employment Agreement

**Recommended Action:**
Approve the attached extension providing for Paul Brunner to continue to function as Executive Director until December 31, 2017.

**Background:**
Upon its creation, Three Rivers Levee Improvement Authority (TRLIA) was run by the County Chief Administrative Officer (CAO). However, as TRLIA activities increased it became apparent that TRLIA activities would swamp a CAO who would need to also focus on County activities.

On May 16, 2006, Paul Brunner was hired as the first full-time Executive Director of TRLIA. Paul was hired by the County (in order to not have TRLIA create an employee structure), but was to be directed by the TRLIA Board of Directors and paid for using TRLIA funds. Since 2006, Paul Brunner’s contract has been extended in 2009, 2011 and 2013, and is currently scheduled to expire on December 31, 2015.

**Discussion:**
TRLIA has made significant progress toward its goal of providing 200-year protection to the RD 784 basin. However, several important tasks remain: completion of 100-year and 200-year protection in the Goldfields area; WPIC 200-year work; creation of habitat mitigation area in the Feather Setback Area; completion of final accounting packages for all outstanding State grant agreements; and continued operation of the TRLIA O&M assessment. For this reason, it makes sense for TRLIA to continue to have a dedicated Executive Director.

However, because of the decreasing work load, Mr. Brunner’s current contract allows him to work less (and be paid for less) than full time, and the proposed extension contract continues that structure. As in 2013, the proposed extension does not increase compensation or benefits; rather, it simply extends the length of the contract by two years.

**Fiscal Impact:**
Compensation for Mr. Brunner’s contract is already contained within the approved TRLIA budget.

**Attachment:**
- Proposed Extension
EXTENSION TO
EMPLOYMENT AGREEMENT AMONG THE THREE RIVERS
LEVEE IMPROVEMENT AUTHORITY,
THE COUNTY OF YUBA,
AND PAUL G. BRUNNER

This Extension to Employment Agreement among the Three Rivers Levee Improvement Authority, the County Of Yuba, and Paul G. Brunner ("Extension") is entered into on the ___ day of December, 2015, between the Three Rivers Levee Improvement Authority ("Authority"), the County of Yuba ("County"), and Paul G. Brunner ("Employee")

RECITALS

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

WHEREAS, the Authority, the County, and the Employee desired on January 22, 2008, August 18, 2009, December 13, 2011, and December 10, 2013 to extend the employment relationship and did so; and

WHEREAS, the Authority, the County, and the Employee desire to again extend the employment relationship by an additional two years from the expiration of the term of the Employment Agreement (i.e., until December, 31, 2017), with the changes noted herein.

AGREEMENT

1. Incorporation of Recitals.

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

2. Extension of Term.

The first sentence of Section 4 of the Employment Agreement shall be amended to delete the date of "December 31, 2015" and to replace that date with "December 31, 2017."

3. Remainder of Employment Agreement. The remainder of the employment agreement shall remain in effect without change.

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

Date: ___________________  AUTHORITY

_________________________________  By: ________________________________
Approved as to form

Date: ____________________

COUNTY

Approved as to form

By: _______________________, Chair

Date: 12/9/2015

EMPLOYEE

By: [Signature]

12/9/2015
December 15, 2015

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

**Recommended Action:**

Approve the proposed office lease extension with Yuba County Office of Education (Attached) and authorize the Chair to sign the lease agreement extending the termination date of the lease until December 31, 2017.

**Discussion:**

The current lease with the Yuba County Office of Education expires on December 31, 2015. The proposed lease extension would allow the administrative offices of TRLIA to remain at the One-Stop Center located at 1114 Yuba Street, Marysville until December 31, 2017. The terms and conditions of the lease are unchanged with no CPI increase incurred.

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

**Fiscal Impact:**

The cost of the proposed lease extension is $1.35 per square foot and the monthly lease amount would remain for the first year (2016) at $2,717.37 which includes the monthly security fee service charges of $140.00. For the second year of the term (2017) the cost per square foot will be $2,710.78 including security charges (which have been discounted) plus the current CPI rate, which for the past two years has been hovering at 1.6% which would translate to an increase of $44 dollars per month. The amount for the office lease is already allowed for in the budget.

Attachment:
Proposed Lease Extension
GROSS LEASE
BETWEEN YUBA COUNTY OFFICE OF EDUCATION
AND THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
1114 Yuba Street, Marysville, California

Recitals

Section 1. Lease
Section 2. Warranty by Landlord
Section 3. Term
Section 4. Renewal Extension Option
Section 5. Holding Over
Section 6. First Refusal
Section 7. Rent
Section 8. Service, Utilities and Supplies
Section 9. Use of Premises
Section 10. Insurance
Section 11. Insurance for Tenant’s Personal Property
Section 12. Indemnification
Section 13. Assignment and Subletting
Section 14. Other Provisions of Lease
Section 15. No Broker
Section 16. Notices
Section 17. Successors and Assigns
Section 18. Entry
Section 19. Late Charge and Interest
Section 20. Compliance with Legal Requirements; Tenant’s Obligations
Section 21. Environmental Certification
Section 22. Parking
Section 23. Attorney Fees
Section 24. Entire Agreement
Section 25. Time of Essence
Section 26. Governing Laws

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

***********************

Page 1
This Lease "Lease") is made between JOSH G. HARRIS, J.D., LL.M., the Yuba County Superintendent of Schools, solely in her official capacity as an elected public official of Yuba County, California (Landlord), and the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

Recitals

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

Section 1. Lease.

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

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

Section 2. Warranty by Landlord.

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

Section 3. Term

The term of this Lease will commence on January 1st, 2016, (Commencement Date), and end on December 31st, 2017 (Termination Date) (Term), unless terminated sooner in accordance with the provisions of this Lease.
Section 4. Renewal Extension Option.

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

Section 5. Holding Over.

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

Section 6. First Refusal.

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

Commencing on January 1st, 2016, the Tenant shall pay monthly, in advance, a rent ("Monthly Rent") without notice or demand, as set forth below:

(a) For the first year period of the Term of the Lease commencing on January 1st, 2016 and ending December 31st, 2016, the monthly rent shall continue at $2,717.15 for 1,909 feet of rentable completed office space. This rate includes security. ($1.35 per square foot for lease and $140.00 for security)

(b) The second year period of the term commencing January 1st, 2017 and ending December 31st, 2017 shall be computed at one dollar and forty-two cents ($1.42) plus current CPI rate per square foot. This includes security.

If the tenant elects to extend lease additional years, the monthly rent shall be increased annually, upon ninety (90) days written notice from the Landlord to the tenant prior to adjustment. The adjustment to rent shall be made by Landlord in accordance with the current annual United States Consumer Price Index ("CPI").

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

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

Section 8. Services, Utilities and Supplies.

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

*Daily:
1) Empty and clean all trash containers, and dispose of all trash and rubbish.
2) Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls and urinals.
3) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, and toilet tissue.)
4) Clean and damp-mop reception area daily.
5) Carpet sweep all carpeted areas.
* Extent of janitorial services dependent on Tenant spaces being kept in a manner whereby surfaces and areas to be cleaned can be accessed without moving and replacing personal items and equipment.

Twice Weekly:
1) Vacuum all carpets.
2) Dust the tops of all furniture, counters, cabinets, and window sills.
As Needed:
1) Spot clean all walls.
2) Sweep parking areas and sidewalks.
3) Dust all window blinds.
4) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.
5) Wash all windows, window blinds, light fixtures, walls and painted surfaces.
6) Steam clean carpets to remove all stains and spots.

The utility baseline expenses incurred by the Landlord are established at the Commencement Date. The Tenant’s Commencement Date baseline utility costs are established at an averaged monthly cost of $0.20 per square foot of rentable area leased per month. Baseline utility expense rate established covers the Tenant’s share of the Landlord’s utility costs related to electric, gas, water, sewer and garbage in providing the services and utilities, as set forth below:
(a) Sewer, trash disposal, and water service including both hot and cold water to the lavatories.
(b) Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning.

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

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

Section 9. Use of Premises.
The Premises will be used and occupied only for office, classroom, and education purposes in accordance with both this Agreement and the Center for Business and Workforce Development (C.B.W.D.) Rules as set forth in Exhibit “D”, and for any necessary and related use or purpose, and for no other use or purpose. Any extended use of the Premises beyond the Tenant's normal business hours shall result in a pro rata increase in rental assessments to compensate Landlord for such extended use. Tenant’s normal business hours shall be deemed to be 7:00am to 6:30pm Monday through Friday. Tenant shall maintain the Premises in a professional manner and appearance. This does not alter in any fashion any obligation of Landlord to maintain the Premises and the common areas of the Premises. Tenant shall not undertake any remodeling, redecoration, or alteration, including painting and wall coverings, to the Premises without first receiving Landlord's written permission.

Section 10. Insurance

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

Section 11. Insurance for Tenant’s Personal Property.

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

Section 12. Indemnification

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

Section 13. Assignment and Subletting

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

Section 14. Other Provisions of Lease

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

Section 15. No Broker.

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

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

To Landlord: SCOTIA HOLMES SANCHEZ, Ed.D.
Yuba County Superintendent of Schools
935 Fourteenth Street
Marysville, California 95901

To Tenant: PAUL BRUNNER
Director, TRLIA
915 Eighth Street, Suite 115
Marysville, California 95901

Section 17. Successors and Assigns.

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

Section 18. Entry

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

Section 19. Late Charge and Interest.

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

Section 20. Compliance with Legal Requirements;
Tenant's Obligations.

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

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

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

Section 21. Environmental Certification.
Landlord certifies to Tenant that Landlord has complied with all applicable Environmental Laws and the requirements of all applicable Agencies and that no soil or groundwater contamination has occurred on or under or originated from the Premises.

Section 22. Parking.

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

Section 23. Attorney Fees.

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

Section 24. Entire Agreement.

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

Section 25. Time of Essence.

Time is of the essence in this Lease.

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

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

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

Landlord: ___________________________ Date: __
JOSH G. HARRIS, J.D., LL.M.
Superintendent of Schools
Yuba County Board of Education
December 15, 2015

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

Recommended Action
Approve a twentieth contract amendment (Attachment 1) to the MBK contract for Management and Hydraulic Engineering services in the amount of $632,000 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, project, 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, assist in certifying the entire RD 784 levee system to the Department of Water Resources for 200-year protection, and continue to manage the Goldfields UFRR Project. Two new projects, the FESSRO Project being implemented in the Feather River Setback Area and the EIP WPIC Standard Project will also require management efforts from MBK. Attachment 2 provides a list of efforts that MBK will accomplish for TRLIA in 2016 and 2017.
This 20th amendment will extend the end date of the MBK contract from December 31, 2015 to December 31, 2017. The current budget will also increase by $632,000 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 20.

**Fiscal Impact**

The contract amendment would increase the existing contract by $632,000 for services on a time-and-expenses basis, to a maximum amount not exceeding $7,384,534 (Current maximum amount $6,752,534) 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 20 to MBK Contract
2. MBK Tasks for 2016 and 2017
AMENDMENT NO. 20

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
MBK ENGINEERS

THIS TWENTIETH AMENDATORY AGREEMENT is made and entered into this day of ______________, 2015, 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 March 30, 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. Effective January 21, 2014, the parties entered into Amendment 19 to the AGREEMENT in the amount of $490,000 for a total contract value of $6,752,534 and to extend the contract end date to December 31, 2015.

1.21. The parties now desire to amend the AGREEMENT to modify the contract tasks, budget, and end date.

2. **Twentieth 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 Twentieth Amendment for the period 2016-2017.

2.2. The total contract value is amended in the amount of $632,000 for a total contract value of $7,384,534.

2.3. The contract end date is extended to December 31, 2017.

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 ______________________, 2015.

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY OF YUBA COUNTY

MBK ENGINEERS

Paul G. Brunner
Executive Director

Ric Reinhardt
Principal

ATTEST:
DONNA STOTTERMeyer
SECRETARY, THREE RIVERS

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

__________________________________________
Amendment 20 Exhibit 1

MBK 2016 – 2017 TASKS FOR TRLIA

Task 1 – General TRLIA Management  CY16: $78,125  CY17: $56,419
  Coordination with CVFPB
  Respond to questions and requests for information regarding historic TRLIA Program
  Complete Actions with CVFPB and USACE Regarding Combined RD 784 O&M Manuals
  Assist RD 784 in Addressing Problem Items identified by USACE during Periodic Inspection

Task 2 - UYLIP Management  CY16: $37,961  CY17: $17,864
  Elderberry Contract Administration
  EIP Quarterly Work Plans Review
  EIP Quarterly Progress Reports Review
  EIP Closeout Support
  UYLIP Final PG&E Pole Relocation
  Yuba 86 Break Remediation

Task 3 - WPIC Standard Project Remediation  CY16: $180,280  CY17: $41,244
  Complete Design and Award Contracts for Remediation
  Obtain CEQA and NEPA Clearance
  Obtain Environmental Permits
  Obtain CVFPB Encroachment Permit and USACE Section 408 Approval
  EIP Quarterly Report Review and Contract Administration
  Construction Coordination
  Project Close-Out

Task 4 – SB 5 Urban Level of Protection (ULOP) Certification  CY16: $52,024  CY17: $25,052

Task 5 - Feather Setback Area Management  CY16: $45,230  CY17: $23,942
  Land Planning for the Setback Area Support
  Mitigation Monitoring
  Land Transfers to DWR Support
  EIP Quarterly Work Plans Review
  EIP Quarterly Progress Reports Review
  EIP Project Closeout Support
Task 6 - FESSRO Project Management  
Complete Restoration Planning and Secure BEI  
Complete CEQA and NEPA Compliance  
Obtain Environmental Permits  
Obtain CVFPB Encroachment Permit and USACE Section 408 Permission  
Quarterly Progress Reports and Contract Administration  
Construction Coordination  
Project Close-Out

Task 7 - Bear Setback Area Management  
Mitigation Monitoring  
Land Transfers to DWR Support

Task 8 - Goldfields UFRR Implementation  
Prepare Quarterly Progress Reports  
Manage UFRR Efforts  
UFRR Hydraulic Evaluation

Expenses  

Sub Totals

Net $200,000 Carry Over From Previous Amendment

Total Amendment Increase CY16 + CY17: $632,000
TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Larsen Wurzel & Associates, Inc. (formerly Seth Wurzel Consulting, Inc.) Contract extension

Recommended Action:
Approve a 4th amendment to the Larsen Wurzel & Associates, Inc. (LWA) contract adding an additional $160,000 to extend for two years the financial consulting services and technical support for the administration of various State and Local Funding Agreements and mechanisms through December 31, 2017, and authorize the Three Rivers Levee Improvement Authority (TRLIA) Executive Director to sign and execute Amendment No. 4 once Counsel has reviewed.

Background:
On May 1, 2010, entered into an Agreement for Consulting Services, (Agreement) with Capitol Public Finance Group, LLC and on June 1, 2011 this agreement was assigned to Seth Wurzel Consulting, Inc. On August 1, 2013, Seth Wurzel Consulting, Inc. changed the name of its firm to Larsen Wurzel & Associates, Inc. The current term of the amended Agreement provided services through December 31, 2015. The contract currently provides a budget of $635,000 and, as of services provided through October 2015, a budget of approximately $24,000 remains.

Discussion:
As an integral part of TRLIA’s team implementing and administering TRLIA’s funding programs with the Department of Water Resources and its local partners, Seth’s involvement in the TRLIA levee improvement program is necessary. In order for Seth to continue to provide services to TRLIA, the Agreement with LWA needs to be amended in order to extend its term and budget.

The Agreement is proposed to be amended to increase the contract amount by $160,000 to allow the needed financial consulting services to be available to perform the following tasks through December 31, 2017 (an additional 24 months).

The primary scope of work provided through the contract includes the following:

Task 1: Technical Support, Administration, and Implementation for State Funding Agreements
LWA will work with TRLIA to provide support in coordinating with the State to implement and administer the currently in place funding programs for completing Phase 4 levee improvement work. This includes providing technical support on an as-needed to assist in the preparation of required material associated with acquiring funds through the State Funding Agreement(s). The work may include these:
• Preparing quarterly work plans and progress reports and monthly statement of costs;
• Assisting with the preparation of Real Estate invoices and associated documentation;
• Assisting with development of a project cash flow that will be used to provide the necessary data required for quarterly work plans;
• Preparing supporting documentation needed to invoice the State;
• Reviewing invoices for confirm and apply proper cost coding;
• Coordinating with the Community Development and Services Agency to obtain data from their in-house cost accounting management system;
• Attending meetings and required conference calls; and
• Providing, on an ad-hoc basis, technical analysis and data as needed.

**Task 2: Local Funding Mechanism Administration**

Task 2’s scope includes work associated with administering the local funding for the remainder of TRLIA’s levee improvement program. This includes providing technical support associated with administering the YCWA/County Funding Agreement. In addition, TRLIA has provided technical support to the County associated with administration of the Three Rivers Levee Impact Fee including the associated Credit & Reimbursement program with impacted developers. Finally, LWA will provide technical support associated with the currently in place TRLIA Mello-Roos Districts. LWA’s work will include:

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

**Fiscal Impact:**

This is a time and material contract which means the tasks under this contract can be terminated, suspended, or minimized at any time. Agreements are in place with the State and local sources to provide funding for this work.

1 Attachment:

1. Proposed Contract Amendment & Revised Scope of Work
AMENDMENT NO. 4

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
LARSEN WURZEL & ASSOCIATES, INC.
(Formerly SETH WURZEL CONSULTING, INC.)

THIS FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES is made as of the execution date set forth below by and between the Three Rivers Levee Improvement Authority, a California Joint Powers Authority (THREE RIVERS LEVEE IMPROVEMENT AUTHORITY), and LARSEN WURZEL & ASSOCIATES, INC. formerly SETH WURZEL CONSULTING, INC. (CONSULTANT).

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CAPITOL PUBLIC FINANCE GROUP, LLC (an assignor of the AGREEMENT to the CONSULTANT) entered into an agreement on April 27, 2010 to provide professional consulting services (“AGREEMENT”);

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

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CAPITOL PUBLIC FINANCE GROUP, LLC entered into THE FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES on June 15, 2010 amending both the term and base contract fee of the AGREEMENT.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, CAPITOL PUBLIC FINANCE GROUP, LLC and SETH WURZEL CONSULTING, INC. entered into an ASSIGNMENT AGREEMENT assigning the AGREEMENT from CAPITOL PUBLIC FINANCE GROUP, LLC to SETH WURZEL CONSULTING, INC. on June 1, 2011.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and SETH WURZEL CONSULTING, INC. entered into THE SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES on January 3, 2012 amending both the term and base contract fee of the AGREEMENT.

WHEREAS, on August 1, 2013 SETH WURZEL CONSULTING, INC. changed its name to LARSEN WURZEL & ASSOCIATES, INC.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and LARSEN WURZEL & ASSOCIATES, INC. entered into THE THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES on December 17, 2013 amending both the term and base contract fee of the AGREEMENT.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONSULTANT desire to further extend the term and budget of the Agreement;
NOW, THEREFORE, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONSULTANT agree to as follows;

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

2. **OPERATIVE PROVISION 2 OF THE AGREEMENT, TERM.** Operative Provision 2 of the Agreement shall be revised to extend the termination date of the Agreement from December 31, 2015 to December 31, 2017.

   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. **ATTACHMENT B, ARTICLE B.1, BASE CONTRACT FEE.** Article B.1 shall be revised to increase the maximum not to exceed total contract fee of the Agreement by $160,000 from $635,000 to $795,000.

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

This THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES is hereby executed on this ___ day of ___ 2015.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

LARSEN WURZEL & ASSOCIATES, INC.

______________________________
Paul G. Brunner, P.E.
Executive Director

______________________________
Seth Wurzel
President

ATTEST:

DONNA STOTTERMeyer
CLERK OF THE BOARD

APPROVED AS TO FORM:

ANDREA P. CLARK
THREE RIVERS LEVEE IMPROVEMENT GENERAL COUNSEL
Attachment A to Fourth Amendment

Scope of Work and Budget

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

3. Proposed Schedule

The performance period of this contract is from the date of execution of this contract through December 31, 2017. The term of this agreement maybe extended as needed through a contract modification mutually agreed to by the parties.

4. Proposed Budget and Payment

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

The total budget to provide all work for the listed scope of work for the contract period is $795,000, which includes this amendment for $160,000. This is CONSULTANT’s estimate of the amount of budget that may be required to perform the above-listed scope of work. With this type of work, a moderate level of uncertainty is inherent, and this uncertainty is reflected in this budget. Consequently, the estimated budget may be in excess of or under the funds required to perform the requested work.

CONSULTANT will charge for services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, CONSULTANT will bill only for the work completed up to the authorized budget amount. CONSULTANT’s hourly billing rates are included within Exhibit A attached hereto and are effective January 1, 2015.

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

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

Three Rivers Levee Improvement Authority
915 8th Street, Suite 125
Marysville, CA 95901
Attn: Accounts Payable
Task 1 Code: 3107/3125 - 3271 (FRLIP and UYRLIP EIP Work)
Task 2 Code: 3006 – 3061 (Non-EIP General Local Funding Work)
Task 4 Code: 3127-3550 (Goldfields Prop 13 Grant Work)
Task 4B Code: 3128 – 3641 (Goldfields 200-Year UFRR Work)
Task 5 Code: 3107/3125 -3279 (FRLIP and UYRLIP EIP Closeout Work)
Task 6 Code: 3140 – 3600 (200-Year Non-EIP Compliance Work)
Task 7 Code: 3006 – 3086 (Levee Fee Update)
Task 8 Code: 3146 – 3621 (FESSRO Work)

(Other tasks and code may be identified as needed to properly segregate and track costs.)

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