

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

JANUARY 27, 2009 2:00 P.M. - SPECIAL MEETING

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

I **CALL TO ORDER**

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

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

- A. Authorize out-of-state travel for Director Griego to attend Cap to Cap in Washington, DC April 24 through 29, 2009 and paying one-half of travel expenses in the approximate amount of \$2,000.
- B. Approve minutes of the regular meeting of January 6, 2009.

IV **ACTION ITEMS**

- A. Approve Amendment No. 13, Task 2, to the agreement with MBK Engineers, in the amount of \$269,280 for design management activities and authorize Executive Director to execute same. (Continued from January 6, 2009)
- B. Approve Amendment No. 4 to the agreement with Economic Planning Systems, Inc. in the amount of \$300,000 for administration of Proposition 1E State Funding Agreement and authorize Executive Director to execute upon review and approval of Counsel.
- C. Approve Amendment No. 3 to the agreement with Handen Company, Inc. in the amount of \$197,640 for construction management services and authorize Executive Director to execute upon review and approval of Counsel.

V **BOARD AND STAFF MEMBERS' REPORTS**

VI **CLOSED SESSION**

- A. Personnel pursuant to Government Code §54957 – Appointment of Eminent Domain Special Counsel
- B. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Nordic Industries, Inc./Case No. YCSCCVED 08-0000236

VII **ADJOURN**

The complete agenda, including backup material, is available at the Yuba County Government Center, 915 8th Street, Suite 109, and the County Library at 303 Second Street, Marysville. Any disclosable public record related to an open session item on the agenda and distributed to all or a majority of the Board of Directors less than 72 hours prior to the meeting are available for public inspection at Suite 109 during normal business hours.

In compliance with the American with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made one full business day before the start of the meeting.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

JANUARY 6, 2009

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 3:31 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Don L. Graham, Mary Jane Griego, and John Nicoletti. Director Jerry Crippen was absent. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chair Griego presided.

PUBLIC COMMUNICATIONS

Mr. Tom Eres, on behalf of Hofman Ranch, expressed concern regarding state and local share funding sources and continued construction of the Feather River Setback Levee project.

CONSENT AGENDA

Minutes: Upon motion of Director Nicoletti, seconded by Director Brown, and carried with Director Crippen being absent, the Board approved the minutes of the meeting of December 9, 2008, as written. APPROVE MINUTES

ACTION ITEMS

A. Lease Agreement/Raj Kumar Sharma: Executive Director Paul Brunner recapped the conditions of the draft lease agreement for 234 acres and responded to Board inquiries.

Following Board discussion, through Board consensus, direction was provided to the Executive Director for continued negotiations and to bring forward the final agreement for approval on January 20, 2009.

B. Amendment No. 13/MBK Engineers/\$572,472: Executive Director Paul Brunner recapped the scope of work to be provided through the amendment and funding sources, and responded to Board inquiries.

Ms. Frances Hofman, Marysville, expressed concern regarding funding sources to meet the contractual obligations and design management services to be provided for the setback levee.

Following Board discussion, upon motion of Director Graham, seconded by Director Brown, and carried with Director Crippen being absent, the Board approved Amendment No. 13 to the agreement with MBK Engineers in the amount of \$572,472 for program and management services, specifically identified as Scope of Work Tasks 1, 3, and 4; authorized the Executive Director to execute same; and directed Scope of Work Task 2 be continued to the meeting of January 20, 2009.

APPROVE
AMNDMNT.
NO. 13

C. United States Army Corps of Engineers: Following Board discussion regarding presentation, upon motion of Director Nicoletti, seconded by Director Brown, and carried with Director Crippen being absent, the Board adopted Resolution No. 2009-01, which is entitled: "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY EXPRESSING APPRECIATION FOR THE WORK OF THE UNITED STATES ARMY CORPS OF ENGINEERS."

ADOPT
RESOLUTION
NO. 2009-01

BOARD AND STAFF MEMBERS' REPORTS

Reports were received on the following:

Director Griego: Community support and appreciation for public levee tour

Executive Director Paul Brunner:

- Proposition 1E funding sources and state support for the levee improvement project
- Revised language within Indemnification Cooperation Agreement
- Cancelled regular Board meeting of January 20, 2008 and called a special meeting for January 27, 2009

Program Manager Ric Reinhardt: Comparison of 100 and 200 year design criteria

Ms. Hoffman expressed concern regarding her property at the Western Interceptor Canal and the lack of 95% compaction and the impressions left by cattle.

Counsel Scott Shapiro:

- Central Valley Flood Protection Board meeting January 16, 2009 and policy discussion regarding joint power authority indemnification agreements

Mr. Tom Eres, representing Hofman Ranch, expressed concern regarding the lack of specifications and standards of the state and federal governments for 200 year protection, certification of levees, and costs to taxpayers.

CLOSED SESSION

The Board retired into closed session at 5:04 p.m. to discuss the following:

- A. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Davit et al
- B. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Nordic Industries, Inc. YCSCCVED 08-0000236
- C. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Tom and Jeannette Rice YCSCCVED 07-0000633
- D. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Gregory Foster - Foster Limited Partnership, et al. (Foster Bar - 001) YCSCCVED 08-0000327
- E. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Gregory Foster - Foster Limited Partnership, et al. (Foster House - 008) YCSCCVED 08-0000326
- F. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Gregory Foster - Foster Limited Partnership, et al. (Foster Ranch - 002, etc.) YCSCCVED -08-000036
- G. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Susanna Nieschulz YCSCCVED 08-0000289
- H. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Loyd Nieschulz, et al YCSCCVED 08-0000290
- I. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Danna Investment Co. YCSCCVED 08-0000240
- J. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Naumes, Inc. YCSCCVED 08-0000361

K. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Heir Family YCSCCVED 08-0000242

L. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Heir Trust YCSCCVED 08-0000244

M. Pending litigation pursuant to Government Code 54956.9(a) – TRLIA vs. Hadley YVSCCVED 08-0000243

N. Pending litigation pursuant to Government Code 54956.9(a) – TRLIA vs. Herold YVSCCVED 08-0000241

O. Pending litigation pursuant to Government Code 54956.9(a) – TRLIA vs. Khang YVSCCVED 07-0000313

P. Pending litigation pursuant to Government Code 54956.9(a) – TRLIA vs. Mann YVSCCVED 08-0000438

Q. Threatened litigation pursuant to Government Code 54956.9(b) – One Case

The Board returned from closed session at 5:31 p.m. with all Board and staff members present as indicated above.

There was no announcement from closed session.

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority, Chair Griego adjourned the meeting 5:31 p.m.

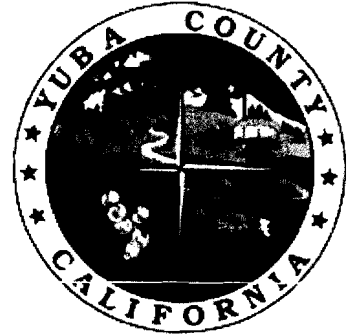
Chair

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

Approved: _____

The County of Yuba

Clerk of the Board of Supervisors



January 27, 2009

TO: Three Rivers Levee Improvement Authority
FROM: Donna Stottlemeyer, Clerk of the Board of Supervisors
SUBJECT: Cap-to-Cap – Supervisor Mary Jane Griego

Recommendation:

Authorize out-of-state travel for Supervisor Griego to attend Cap to Cap in Washington, DC April 24 through 29, 2009 and paying one half of the travel expense (approximately \$2,000).

Background and Discussion:

For over 35 years, Sacramento Metro Chamber has sponsored the Sacramento to Washington, DC Capitol to Capitol Trip. Each year the program presents an opportunity for local leaders to pursue a set of regional priorities to capture federal funding and gain support for business and policies that improve our region's economy and enrich the communities in which we live and work in addition to resources for protection from flooding.

Pursuant to Yuba County Administrative Procedures, Board approval is required for any out-of-state travel.

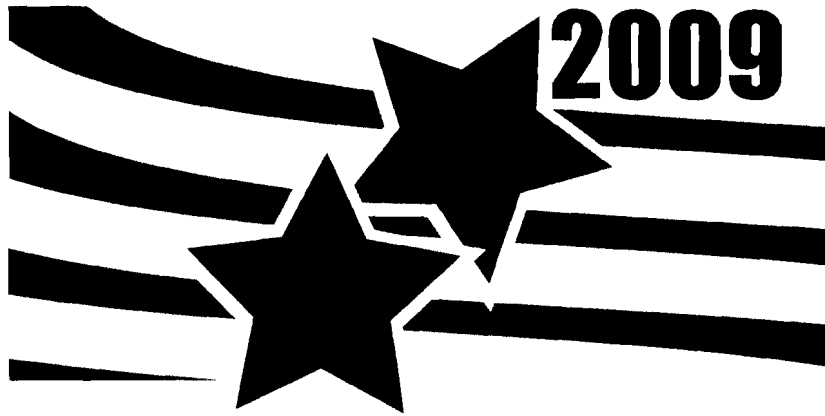
Fiscal Impact:

Program rates, which are the same as last year, include flight and hotel which are \$3,610. Incidental expenses for food, transportation, parking, and roundtrip mileage to the airport will be additional.

APRIL 25 - 29, 2009
WASHINGTON, D.C.

Sacramento Metro Chamber

CAP*TO*CAP 2009



PRESIDENTIAL SPONSORS



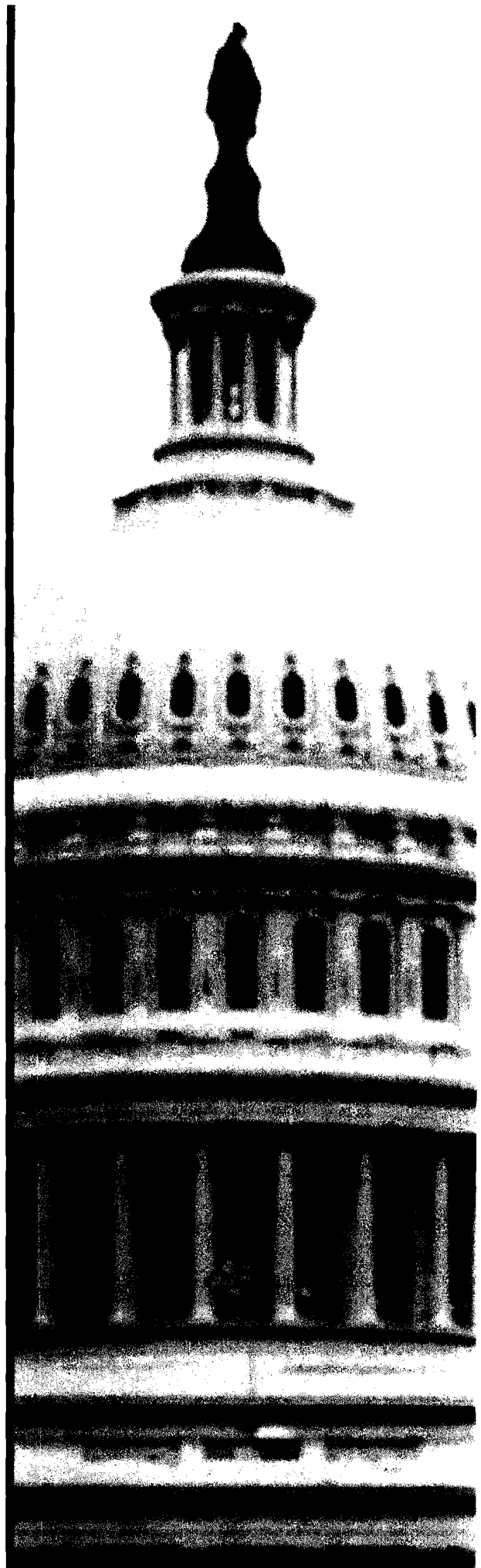
Sutter Health
Sacramento Sierra Region

With You. For Life.

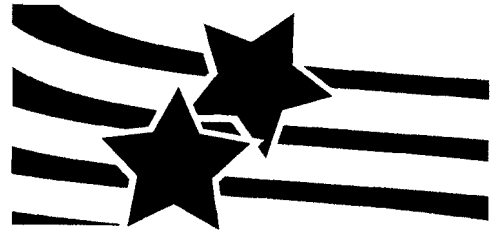


Sacramento Association of REALTORS
Thomas Enterprises
Granite Construction Company
Teichert
Lionakis
Brewer Lofgren
GenCorp
PG&E

Register online at www.regonline.com/685894



Sacramento Metro Chamber CAP-TO-CAP 2009



CAP-TO-CAP SUCCESSES

\$4.1 million dollars were allocated to reimburse the Sacramento Area Flood Control Agency for work done in Natomas. The funds will allow SAFCA to continue their extensive flood protection work in the Natomas area.

The U.S. Department of Transportation moved forward to allow Rail Line Relocation funds to be distributed. \$400,000 were released for the track relocation project, a key component of the downtown rail yards.

The Fiscal Year 2009 Energy and Water Appropriations Bill continues to be addressed as these funds will increase flood protection through the completion of the new bridge below the Folsom Dam.

The Highway Trust Fund Restoration Act was passed, which will help achieve the necessary funding for highways and public transportation. \$8 billion is restored to the Highway Trust Fund and more than 32,000 jobs are saved in California.

The Davis Communication Site was transferred from the National Park Service to Yolo County. Our team advocated for \$750,000 to be added to the Air Force Base Realignment and Closure account to demolish buildings at the DC site prior to transferring to Yolo County.

CAP-TO-CAP EVENT AT A GLANCE

- **Chairman's Reception** Held in the stately Grand Ballroom of the Mayflower Hotel, this annual reception provides the Cap-to-Cap delegation with the opportunity to salute the dozens of local elected officials from throughout the Sacramento region who are an important part of Cap-to-Cap.
- **Welcome Breakfast** The historic Grand Ballroom of the Mayflower Hotel will serve as a backdrop to an energetic, team-oriented meeting to allow delegates to prepare before marching on Capitol Hill.
- **Leadership Luncheon** Delegates convene in the Cannon Caucus Room of the Cannon House Office Building to hear from key congressional officials concerning Metro Chamber's top issues.
- **Delegation Gala** After a successful day of lobbying, join the delegation for hors d'oeuvres and conversation followed immediately by an elegant dinner to honor our region's delegation. This year's gala will be held in the spectacular Russian Embassy and will feature an evening of fine food, regional wines and entertainment.

DRAFT ITINERARY

Friday, April 24

Early departures for Washington, D.C.

Saturday, April 25

Main departures for Washington, D.C.

Sunday, April 26

5:30 - 7:30 p.m.

Chairman's Reception
Mayflower Hotel

Monday, April 27

7:30 - 9 a.m.

Welcome Breakfast
Mayflower Hotel

Morning

Lobbying Appointments

11:15 a.m.

Leadership Luncheon
Cannon Caucus Room

1:15 p.m.

All-Delegation Photo

Afternoon

Lobbying Appointments

Tuesday, April 28

8:00 a.m.

Policy Briefing

Morning

Lobbying Appointments

Afternoon

Lobbying Appointments

6:30 p.m. to 9:30 p.m.

Delegation Gala
Russian Embassy

Wednesday, April 29

Morning

Lobbying Appointments

Afternoon

Main departures for Sacramento

Agenda and venues subject to change

CAP-TO-CAP REGISTRATION

Register online at www.regonline.com/685894

	Standard Per Person Rates	Early Discount by 02/02/09
Program A: Single Occupancy/One Delegate*	\$ 3,495	\$ 3,295
Program B: Double Occupancy/Two Delegates*	\$ 2,950	\$ 2,750
Program C: Double Occupancy/One Delegate*	\$ 3,495	\$ 3,295
Program D: Non-Participant (must accompany a Program C participant)*	\$ 1,650	\$ 1,450
Program E: Team Participant Only (no air/hotel included)	\$ 1,725	\$ 1,525
Add'l Fees: Metro Chamber Nonmember Fee**	\$ 1,000	
Additional Nights (per room, per night; inclusive of all taxes)	\$ 315	
Concierge Level Upgrade (per room, per night; inclusive of all taxes)	\$ 90	
Suite Upgrade (per room, per night; inclusive of all taxes)	\$ 195	

***Air/Hotel Included** Programs A through D include air and hotel cost. If you choose to book your own travel accommodations, a \$375 per person air credit can be deducted when registering.

****Members First Policy** As space is limited, attendance will be awarded to Metro Chamber members first. Sponsorship is a member-only benefit. Nonmembers will be placed on a waiting list and cleared in the order registrations are received. Join today to guarantee your registration and other members-only benefits. Contact the Membership Department at 916-552-6800.

Other Notes:

- See terms and conditions for cancellation policy.
- Payments by credit card (Visa, MasterCard or American Express) will incur a convenience fee 4.1% of your total.

ACCOMMODATIONS

Renaissance Mayflower

As the largest luxury hotel in Washington, D.C., the acclaimed Renaissance Mayflower is a proud member of Historic Hotels of America and second only to the White House. Situated in the heart of the business district near the White House, this historic hotel in Dupont Circle offers a timeless aura highlighted by an abundance of modern conveniences. This exceptional, pet-friendly hotel recently underwent an \$11 million luxury hotel restoration project. Guests may dine at the hotel's newly renovated Cafe Promenade & Lounge or enjoy the hotel's close proximity to attractions such as national monuments, museums and the White House. Ideal for business travelers, the hotel offers exceptional meeting, banquet and event space, and an ideal downtown DC location near three Metro subway lines. Discover the second best address in the nation's capital at the premier Renaissance Mayflower.

SPONSORSHIP OPPORTUNITIES

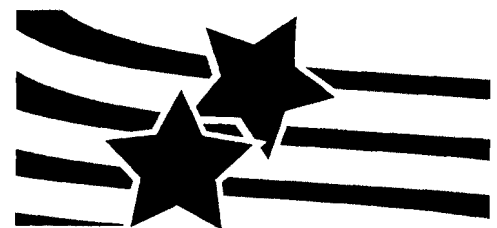
For full sponsorship details, contact Susan Harris at (916) 321-9144 or email sharris@metrochamber.org.

TEAM TOPICS

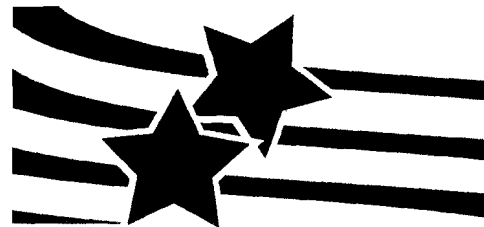
Cap-to-Cap delegates will be organized into teams for lobbying appointments. When registering online, you will be asked to select your first and second team choices.

- Air Quality
- Aviation
- Civic Amenities
- Clean/Green Technology
- Economic Development & Regulatory Affairs
- Flood Protection
- Health Care
- Land Use & Natural Resources
- Small Business
- Transportation
- Water Resources
- Workforce Development & Education

Sacramento Metro Chamber
CAP-TO-CAP 2009



Sacramento Metro Chamber CAP*TO*CAP 2009



FLIGHT SPECIFICATIONS

Option	Airline	Depart	Arrive	
Option A	United Airlines			
	SMF/IAD #290	8:00 a.m.	3:59 p.m.	
April 25				
April 29	IAD/SMF #291	6:59 p.m.	9:43 p.m.	
Option B	United Airlines			
	SMF/ORD #472	6:00 a.m.	11:58 a.m.	
	April 25			
	April 25	ORD/DCA #614	1:00 p.m.	3:44 p.m.
	April 29	DCA/ORD #623	3:45 p.m.	4:57 p.m.
April 29	ORD/SMF #515	7:55 p.m.	10:26 p.m.	
Option C	United Airlines			
	SMF/DEN #1178	8:00 a.m.	11:25 a.m.	
	April 25			
	April 25	DEN/IAD #316	12:45 p.m.	6:02 p.m.
	April 29	IAD/DEN #923	12:20 p.m.	2:15 p.m.
April 29	DEN/SMF #1191	2:47 p.m.	4:27 p.m.	
Option D*	United Airlines			
	SMF/IAD #290	8:00 a.m.	3:59 p.m.	
	April 24			
	April 29	IAD/DEN #517	2:55 p.m.	4:51 p.m.
April 29	DEN/SMF #375	5:55 p.m.	7:22 p.m.	

*Please note Friday departure

Legend:

SMF	Sacramento Int'l
IAD	Washington Dulles Int'l
DCA	Washington Reagan Nat'l
ORD	Chicago O'Hare
DEN	Denver Int'l

Register online at www.regonline.com/685894

Travel Inquiries:

WorldPass Travel Group
5080 Robert J. Mathews Parkway
El Dorado Hills, CA 95762
Phone 916-939-8484 ext 101
Fax 916-939-8494
Attn: Margarita Castillo

Event Inquiries:

Sacramento Metro Chamber
One Capitol Mall, Suite 300
Sacramento, CA 95814
Phone 916-319-4260
Fax 916-443-2672
Email clefevre@metrochamber.org
Attn: Chantal LeFevre

TERMS AND CONDITIONS

See website for a complete list of terms and conditions

EARLY BOOKING: February 2, 2009. Standard booking: February 3 - March 20, 2009.

PAYMENTS: Please make checks payable to WorldPass Travel Group. Payment is due no later than March 31, 2009 (please refer to brochure pricing). All payments received after March 31, 2009 are considered late and will be charged a \$100.00 late processing fee. Confirmation is subject to space availability at prevailing rates.

NAME CHANGES: Name changes are allowed with a \$150.00 charge prior to March 16, 2009. A charge of \$200 will apply to all name changes made between March 16 and April 10, 2009. No name changes are allowed after April 10, 2009. A change of name must be in writing by both participants and mailed to WorldPass Travel Group. WP assumes no responsibility with respect to monies between participants.

EXPENSES: Prices include only those services specifically stated in your tour package. Items such as room service, telephone calls, optional activities and other items not specifically stated in your package, are not included. Any tips or gratuities not specifically included in the total price are at your discretion.

PRICES: Prices stated in your brochure are based on airfares and rates effective at time of booking and also reflect a discount for payment by cash, check or money order. Payments by credit card (Visa, MasterCard or American Express) will incur a convenience fee 4.1% of your total. Airfares and rate are subject to change. Changes could include fuel surcharges, tax increases and other unforeseeable fees. Any deviations from brochure program dates (April 25-29, 2009) may incur supplemental charges (e.g. transfers).

CANCELLATIONS: If you cancel your reservation, your right to refund is limited, as set forth below. Cancellations must be made in writing and must be mailed or faxed to WorldPass Travel Group, 5080 Robert J. Mathews Parkway, El Dorado Hills, CA 95762; Fax: (916) 939-8494. A \$250.00 per person cancellation fee plus any hotel and airline penalties will apply up to March 6, 2009. From March 7 - March 20, 2009, a cancellation charge of \$1,000.00 per person plus any hotel and airline penalties will apply. From March 21, 2009 to date of departure, the registration fee is non-refundable and results in loss of the entire trip cost. There are no refunds for no-shows. Upon cancellation of the transportation or travel costs where you, the customer, are not at fault and have not cancelled in violation of the terms and conditions of the contract for transportation or travel costs, all sums paid to WP for services not received by you, will be promptly refunded by WP to you within 14 days after the cancellation, unless you otherwise advise WP in writing. The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, we offer refunds under this contract with the express understanding that receipt of that refund by a passenger waives any additional remedies.

BAGGAGE: Two pieces of luggage not to exceed 62" overall, or 50 lbs., may be checked per person. In addition, one personal item and one carry-on that will fit under your seat or the overhead bin are allowed. The checked bag policy for United Airlines specifies a \$15 fee for the first bag checked (each way) and a \$25 fee for the second bag (each way). Additionally, a \$2 fee may apply for each bag checked via curbside check-in at certain U.S. airports. PLEASE NOTE: luggage fees are not included in your trip cost and are subject to change at the discretion of the airlines.

TRLIA DESIGN MANAGEMENT ACTIVITIES

January 16, 2009

Design Management activities continue during construction of the Feather Setback Levee and evaluation of the Yuba South Levee from Simpson Lane to the Goldfields (Upper Yuba Levee). Current effort is concentrated (approximately 90%) on the Feather Setback Levee. Only minor effort (10%) is needed for the Upper Yuba Levee while the geotechnical and survey information is gathered by consultants for levee evaluation. Feather Setback duties include developing documents required by conditions of the Section 408 approval, coordinating and reviewing design modifications required due to changed conditions during construction, coordinating the levee degradation encroachment permit with the CVFPB, coordinating and reviewing final construction documents (O&M Addendum and Construction Report) and coordinating with the DWR on actions that are required at the Feather Segment 1 Crack. As construction completes on the Feather Setback and evaluations are completed on the Upper Yuba Levee, Design Management activities will shift more to the Upper Yuba South Levee. By the end of 2009, efforts will be split more along the lines of 80% Yuba and 20% Feather. Yuba efforts will include review and coordination on the Problem Identification Report, coordinating alternative analysis for any problems identified and possible coordination of plans and specifications to repair any problems identified. Significant effort is anticipated on FEMA certification actions for RD 784 as a whole as the current calendar year progresses. The Design Manager will also assist in the public information process during the TRLIA Assessment District vote.



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

Office (530) 749-7841 Fax (530) 749-6990

January 6, 2009

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *PB*
SUBJECT: Consider Amending Contractual Agreement with MBK Engineers for
TRLIA Project Management, Amendment 13

Recommended Action

Approve contract Amendment No. 13 for \$572,472 to the contract with MBK Engineers for program and design management and authorize Executive Director to execute upon review and approval of General Counsel. This thirteenth amendment to MBK Engineers' contract is to extend the time frame and budget of the MBK Engineers contract which terminated December 31, 2008. The specific contract amendment terms are detailed in the attached document (Attachment A).

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 several years. This amendment will extend management efforts from December 31, 2008 to December 31, 2009. The estimated cost associated with 2009 additional efforts is \$572,472. All other terms and conditions contained in the Agreement shall remain in full force and effect.

Fiscal Impact

The contract amendment would increase the existing contract by \$572,472 for services on a time-and-expenses basis, to a maximum amount not exceeding \$3,084,217 without prior authorization by TRLIA.

Current maximum amount \$2,511,745

1/6/09:BOD:Approved Task 1, 3, and 4; Continued Task 2 to meeting of January 27, 2009/ds

AMENDMENT NO. 13

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

THIS THIRTEENTH AMENDATORY AGREEMENT is made and entered into this ____ day of January, 2009, 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. The parties now desire to amend the AGREEMENT to modify the scope of services, total contract value and contract end date.

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

- 2.1. The scope of services is amended by the scope of work as described in Attachment A.
- 2.2. The total contract value is amended in the amount of \$572,472 for a total contract value of \$3,084,217.
- 2.3. The contract end date is extended to December 31, 2009

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 _____, 2009.

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY OF YUBA COUNTY

MBK ENGINEERS

Paul G. Brunner
Executive Director

Ric Reinhardt
Principal

ATTEST:
DONNA STOTTEMEYER
SECRETARY, THREE RIVERS

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



**ATTACHMENT A
AMENDMENT 13 TO TRLIA/MBK CONTRACT
Scope of Work**

The following is a general level of estimated involvement from January 1, 2009 to December 31, 2009.

Task 1 – Program Management Activities

- Project Management Meetings – Coordinate agenda with Executive Director, participate in teleconferences, and attend meetings as required. **Effort – 10 hrs/month**
- Coordination with Reclamation Board – Meet with staff and coordinate on permit issues, program issues, and financing issues. **Effort – 12 hrs/month**
- Coordination with the Corps and FEMA on FEMA certification issues. **Effort – 8 hrs/month**
- Coordination with Finance team, DWR on Design Grant, Construction Grants and other implementation issues. **Effort – 18 hrs/month**
- General Coordination – Coordination on project issues with TRLIA staff, floodplain mapping outreach, land use adjacent to levees, public meetings, prepare PowerPoint presentations, prepare other correspondence, coordination and meetings with stakeholders, and JPA Board Meetings. **Effort – 32 hrs/month**

Task 1		
Principal Engineer	80 hrs @ \$220/h	\$17,600
Expenses		\$ 500
Total		\$18,100 per month

Total Cost = \$217,200

Task 2 – Design Management Activities

- Technical Meetings and Coordination – Participate in weekly conference calls with design teams, coordinate and participate in design issues resolution, attend field conferences on design issues. **Effort – 78 hrs/month**
- Coordination with Reclamation Board – Prepare monthly status reports provide information to Reclamation board as needed. **Effort – 10 hrs/month**
- General Coordination – Coordination on project issues with TRLIA staff, public meetings, prepare correspondence in support of Program Manager, coordination with RD 784, coordination and meetings with stakeholders. **Effort – 32 hrs/month**

Task 2		
Supervisory Engineer	120 hrs @ \$187/h	\$22,440
Total		\$22,440 per month

Total Cost = \$269,280

Task 3 – Mapping Support

- Prepare and update maps and figures that show all project features in RD 784. **Effort – 13 hrs/month**
- Prepare maps as needed for presentation and meetings. **Effort – 13 hrs/month**

Task 3		
Junior Engineer	26 hrs @ \$138/h	\$3,588
Expenses		\$ 212
Total		\$3,800 per month

Total Cost = \$45,600

Task 4 – Grant Support

- Continue to meet with County financial analyst to be certain that TRLLA invoices are coded to the correct accounts for DWR Grant purposes. **Effort – 18 hrs/month**

Task 4		
Supervisory Engineer	18 hrs @ \$187/h	\$3,366
Total		\$3,366 per month

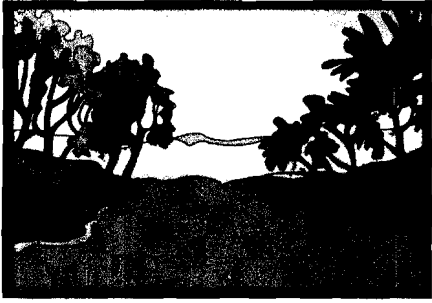
Total Cost = \$40,392

Total Amendment 13 Costs for Tasks 1-4 = \$572,472 for the period January 1, 2009 to December 31, 2009.

The AGREEMENT shall be amended to extend the contract end date to December 31, 2009.

The AGREEMENT shall be amended to increase the price ceiling for basic services by \$572,472 from \$2,511,745 to **\$3,084,217**

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



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218
Marysville, CA 95901
(530) 749-7841 Fax (530) 749-6990

January 27, 2009

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *PSB*
SUBJECT: EPS Consulting Services Contract Extension Amendment

Recommended Action:

Approve a 4th amendment to the Economic & Planning Systems, Inc., (EPS) contract for \$300,000 to continue to extend technical support for administration of the Proposition 1E State Funding Agreement and provide additional financial consulting services through the end of Fiscal Year (FY) 2009–10, and authorize the Three Rivers Levee Improvement Authority (TRLIA) Executive Director to sign and execute contract once Counsel has reviewed.

Background:

In November 2006, the Board authorized execution of the contract with EPS to provide financial consulting services. That contract provided service through June 30, 2007, and had a budget of \$70,000. The Board approved the First Amendment to that contract in July 2007 to increase the budget (to \$115,000) and extend services through FY 2007–08. The Board then approved a Second Amendment to the Contract in December 2007 to increase the budget (to \$190,000) and expanded the scope of the contract to account for a revised funding scenario for the Phase IV project. The Board executed a Third Amendment to the Contract on May 6, 2008, to increase the budget (to \$390,000) to amend the scope and budget to provide administrative services for the State Funding agreement thru the end of FY 08/09; however work load has caused the expenditures to be higher which is causing this next amendment.. The scope and magnitude of the third amendment and this fourth amendment is partially driven by the Yuba County and YCWA funding agreement, which required a financial consultant, such as EPS, manage the Prop 1E TRLIA Feather River Levee finances.

Discussion:

The contract is now being amended to increase the budget (to \$690,000) to allow EPS to provide ongoing consulting services associated with the State Funding agreement for an additional 18 months through FY 2009–10 to coincide with projected timeframe for when Prop 1E project reports to DWR are to be completed.

Generally, the services included in the scope of work, outlined in the Amended Exhibit A of the contract, include the following activities:

- Assisting with development of a project cash flow that will be used for providing the necessary data required for Work Plans described in the State Funding Agreement.
- Preparing supporting documentation needed for invoicing the State.
- Continued administration of the TRLIA CFDs currently in place.

- Providing analyses and technical information associated with the joint Yuba County Water Agency (YCWA) and Yuba County borrowing.
- Providing technical support to TRLIA to prepare required documentation pursuant to the YCWA/Yuba County Funding Agreement.
- Attending meetings and required conference calls.
- 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. The State is currently experiencing overall State budget issues that may impact overall TRLIA project work. Should the State not resolve the current budget crisis then the Executive Director will curtail portions of this contract to meet available funding.

Work associated with Task 5, as described in the Amended Exhibit A, will be funded partially by the State and partially from local funding pursuant to the terms of the State Funding Agreement. TRLIA has budgeted expenses in the Overall Work Plan for the State Funding Agreement, which include Overhead Consultant Expenses. The costs will fall under that Consultant Expense category.

Work associated with Task 6, as described in the Amended Exhibit A, will be funded through local funding sources including:

- The Yuba County/YCWA joint financing.
- Administrative fee collected from TRLIA Community Facilities District Special Tax Collections.

Fourth Amendment to Agreement for Consulting Services
EPS #16497

This Fourth Amendment to Agreement for Consulting Services is made and entered into this ____ day of _____, 2009, by and between the Three Rivers Levee Improvement Authority, a California Joint Powers Authority (CLIENT), and Economic & Planning Systems, Inc., (CONSULTANT).

WHEREAS, CLIENT and CONSULTANT entered into an Agreement for Consulting Services (Agreement) on November 21, 2006, to provide professional consulting services;

WHEREAS, CLIENT and CONSULTANT entered into the First Amendment to Agreement on July 17, 2007, to provide professional consulting services;

WHEREAS, CLIENT and CONSULTANT entered into the Second Amendment to Agreement on December 3, 2007, to provide professional consulting services;

WHEREAS, CLIENT and CONSULTANT entered into the Third Amendment to Agreement on May 6, 2008, to provide professional consulting services;

WHEREAS, CLIENT and CONSULTANT desire to further extend the budget and duration of the Agreement;

NOW, THEREFORE, CLIENT and CONSULTANT agree as follows:

1. Exhibit A of Agreement. The Scope of Work of this Agreement shall be modified to include the services as outlined in **Attachment 1** to this Fourth Amendment to Agreement. The authorized budget of the Agreement shall be revised, as further outlined in **Attachment 1**, to increase the maximum not-to-exceed amount by \$300,000 from \$390,000 to \$690,000.

All other terms and conditions contained in the Agreement, the First Amendment to Agreement, the Second Amendment to Agreement, and the Third Amendment to Agreement shall remain in full force and effect.

This Fourth Amendment to Agreement is hereby executed on this ____ day of _____, 2009.

Three Rivers Levee Improvement Authority
A California Joint Powers Authority

Economic & Planning Systems, Inc.
A California Corporation

Paul Brunner, Executive Director

Tim R. Youmans, Managing Principal

Approved as to form:

David Zehnder, Managing Principal

Scott Shapiro, TRLIA Counsel

ATTACHMENT 1

FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

Exhibit A of the Agreement shall be revised and amended to read as follows:

AMENDED EXHIBIT A SCOPE OF WORK AND BUDGET

1. PROJECT UNDERSTANDING

Economic & Planning Systems, Inc., (EPS) has been requested to provide financial consulting services and support to the Three Rivers Levee Improvement Authority (TRLIA) for the purpose of administering a funding program for levee improvements. These services are required to assist TRLIA in meeting its current contractual obligations under several agreements to fund levee improvements. These agreements include the prior agreement between certain landowners and TRLIA entitled the "Second Agreement for Advanced Funding and Reimbursement of Costs for Levee Improvements" (Second Funding Agreement), the "Funding Agreement between the State of California Department of Water Resources and the Three Rivers Levee Improvement Authority for the Feather River Levee Improvement Project" (State Funding Agreement), and the "Agreement for Funding Between Three Rivers Levee Improvement Authority, County of Yuba, and Yuba County Water Agency" (YCWA/County Funding Agreement).

2. SCOPE OF WORK

Since the execution of the Second Amendment to this Agreement for Consulting Services, TRLIA has entered into the State Funding Agreement. The work described in **Task 5** describes the work EPS will perform to further this Agreement for Consulting Services.

The scope of work in previous versions of the Agreement for Consulting Services primarily included technical support associated with TRLIA's contractual obligations associated with the Second Funding Agreement. These obligations have been, for the most part, extinguished as a result of the landowners' failure to fund according to the terms of the Second Funding Agreement and TRLIA's determination that the Second Funding Agreement is no longer in effect. However, because funding was raised through the Second Funding Agreement, TRLIA may continue to have certain responsibilities with respect to administering reimbursements associated with that

funding. The scope of work included in **Task 6** outlines work associated with this Agreement for Consulting Services, as well as continued local funding.

The revised budgets for **Tasks 5** and **6** also have been provided with this **Exhibit A**.

TASK 5: CONSOLIDATED TASK—TECHNICAL SUPPORT, ADMINISTRATION, AND IMPLEMENTATION

Prior versions of the Agreement for Consulting Services included the administrative **Tasks 1** through **4**, which provided for the administration of the Second Funding Agreement, the Three Rivers Levee Impact Fee, building permit authorization, and the bond and Community Facilities District. The scope of work associated with these tasks, according to the Second Amendment to the Agreement for Consulting Services, was rolled into a consolidated **Task 5**. The scope of work for **Task 5** also included work associated with moving the levee impact fee program forward and securing the State Funding Agreement, as well as implementing/revising any local funding mechanisms.

The scope of work for **Task 5** is now revised to include only work associated with implementing and administering the State Funding Agreement. Because the budgets for **Tasks 1** through **4** have been expended, the tasks are hereby removed.

EPS will work with Yuba County (County) and TRLIA to provide support in negotiating with the State to implement and administer a funding program for completing Phase 4 levee improvement work. This includes providing technical support on an as-needed basis for negotiating needed funding agreements to secure the local share of funding required, as well as preparing the required material associated with acquiring funds through the State Funding Agreement. The work may include these:

- Preparing a financial plan for Phase 4 Feather River levee improvements.
- Assisting with development of a project cash flow that will be used to provide the necessary data required for work plans described in the State Funding Agreement.
- Preparing supporting documentation needed to invoice the State.
- Attending meetings and required conference calls.
- Providing, on an ad-hoc basis, technical analysis and data as needed.

TASK 6: LOCAL FUNDING MECHANISM ADMINISTRATION

Task 6's scope includes work associated with generating the required local share of funding for the remainder of TRLIA's levee improvement program. This includes

providing technical support associated with the unraveling of the Second Funding Agreement. In addition, EPS will provide technical support associated with the financing contemplated in the YCWA/County Funding Agreement, as well as the levee impact fee program. EPS's work may include these:

- Continued administration of the TRLIA CFDs currently in place.
- Revising the current TRLIA levee fee nexus study, as needed, for feasible implementation.
- Providing analyses and technical information associated with the 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.
- Providing, on an ad-hoc basis, technical analysis and data as needed.

3. PROPOSED SCHEDULE

The performance period of this contract is from the date of execution of this contract through June 30, 2010 (the remainder of Fiscal Year 2008–09 and Fiscal Year 2009–10).

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 for the remainder of Fiscal Year 2008–09 and the entirety of Fiscal Year 2009–10 until June 30, 2010. The attached **Table 1** presents the amended budget.

The total budget to provide all prior work under prior versions of the Agreement for Consulting Services, as well as the listed scope of work for the amended contract period, is **\$690,000**. This is EPS's estimate, based on previously completed work, 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 more than or less than the funds required to perform the requested work. EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, EPS will bill only for the work completed up to the authorized budget amount. EPS's Hourly Billing Rates are periodically updated and are attached as part of this Amendment Agreement along with EPS's Standard Terms and Conditions. If additional work is required or requested, EPS 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.

Table 1 shows a breakdown of the budget for each component of the proposed scope of work.

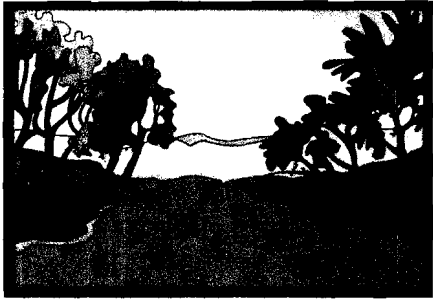
EPS will send request for payment to TRLIA on a monthly basis after completing services. EPS will request payment for services by the tasks indicated in **Table 1**.

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 5—(3107–3271)
Task 6—(3006–3052)

Table 1
Fourth Amendment to Agreement for Consulting Services; EPS #16497
Revised Budget

Line Item	Prior Authorized Budget Amounts (Through FY 08–09)	Estimated Amount (Through FY 09–10) Additional	Total Amended Contract Amount
Prior Tasks 1 through 4	\$115,000	\$0	\$115,000
Task 5: Consolidated Task—Technical Support, Administration, and Implementation	\$175,000	\$200,000	\$375,000
Task 6: Local Funding Mechanism Administration	\$100,000	\$100,000	\$200,000
Total Budgets	\$390,000	\$300,000	\$690,000



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218
Marysville, CA 95901
(530) 749-7841 Fax (530) 749-6990

January 27, 2009

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *PAB*
SUBJECT: Extension of Consulting Agreement with Handen Company, Inc. for Consulting and Construction Management Services to TRLIA Phase 4, Feather River Levee Improvements Segments 1, 2, 3 Yuba River Erosion Site, Yuba River Levee, and General Consulting

Recommended Action:

Approve Amendment No. 3 in the amount of \$197,640 to **The Handen Company, Inc.** current consulting agreement for construction management services for ongoing and pending TRLIA Projects. Authorize the Executive Director to execute the contract once General Counsel has reviewed.

Discussion:

The Construction Management scope of services includes costs associated with contract administration, progress reporting, coordination with Corps Staff, Contractor Submittals, Agency Coordination, Requests for Information (RFI's), Inspection Coordination, NPDES Compliance, Change Order Administration, Conflict Resolution, Community Interaction, and various other functions as outlined in the attached proposal.

The Handen Company has previously successfully provided Construction Management and other Consulting Services to TRLIA for 2006, 2007, and 2008. This amendment extends the contract one more year to December 31, 2009. The scope of work for this effort is appropriate and commensurate with the proposed fees.

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. The State is currently experiencing overall State budget issues that may impact overall TRLIA project work. Should the State not resolve the current budget crisis then the Executive Director will curtail portions of this contract to meet available funding.

The fees associated with this contract are included in the TRLIA "overhead" and project budgets for the anticipated work. The contract amendment reflects adjustments in costs to allow for flexibility subject to the projects and efforts undertaken by TRLIA for this year.

AMENDMENT NO. 3

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

THIS THIRD AMENDATORY AGREEMENT is made effective January 1, 2009, by and between Three Rivers Levee Improvement Authority (“TRLIA”) and the Handen Company, Inc. (“Consultant”), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:
 - 1.1. Effective March 7, 2006, the parties entered into an Agreement for Professional Services relating to Construction Management for TRLIA’s Construction Program.
 - 1.2. The parties now desire to amend the Professional Services Agreement to extend the term of services, amend the scope of services.

2. **Third Amendment to Agreement.** The Professional Services Agreement is hereby amended as follows:
 - 2.1. The Termination Date in Clause 2 and A.2 is amended to extend to December 31, 2009.
 - 2.2. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and The Handen Company, Inc.) is replaced by the scope of services attached to this amendment agreement.
 - 2.3. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment A) are amended to include the additional amount of \$197,640 for a total contract amount of \$652,640.

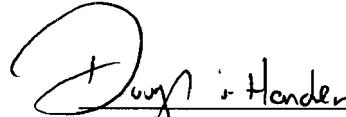
3. **No Effect on Other Provisions.** Except for the amendments in Section 2, the remaining provisions of the Professional Services Agreement shall be unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2009.

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY OF YUBA COUNTY

THE HANDEN COMPANY, INC.

Executive Director



Douglas J. Handen
President

ATTEST:
DONNA STOTTEMEYER
CLERK OF THE BOARD OF DIRECTORS

APPROVED AS TO FORM:
SCOTT SHAPIRO
GENERAL COUNSEL

SCOPE OF WORK

Services Provided- Project Management Consulting:

1. Attend TRLIA management meetings
2. Participate in construction meetings
3. Participate in weekly design meeting/conference calls
4. Participate in construction budget review
5. Conduct regular site visits to current projects
6. Conduct site visits to future project sites
7. Coordinate with Construction Management team and Contractors
8. Provide contract oversight
9. Review and process contract change orders
10. Assist in the preparation of future bid and contract documents
11. Track construction schedules
12. Assist in the preparation of reimbursement requests
13. Prepare staff reports and make presentations to the TRLIA Board as necessary
14. Assist in coordination and compliance with project Environmental Permits and requirements
15. Assist in coordination with property owners associated with construction activities and project requirements.

Fee and Payment:

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

Principal	\$ 165/hour
Transportation	\$ 0.445/mile

Budget

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

	January-April 2009		May-December 2009		2009 hours	\$ @ 165/hour
	avg. hrs./mo	hours	avg. hrs./mo	hours		
Phase 4 Segment 3	6	24	3	24	48	7,920
Phase 4 Segment 1	6	24	10	80	104	17,160
Yuba River Levee -Erosion Site	2	8	10	80	88	14,520
Phase 4 Segment 2 element 1	10	40	85	680	720	118,800
Phase 4 Segment 2 element 2	4	16	25	200	216	35,640
					<hr/>	194,040

Total Labor budget = 194,040

Expenses: budget \$300/month = 3,600

Total Budget 197,640