

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT for Environmental Project Management Services ("Agreement") is made as of the Agreement Date set forth below by and between the Three Rivers Levee Improvement Authority ("TRLIA"), a California Joint Powers Authority, and

EIP Associates.
"CONSULTANT"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-4.

2. TERM.

Commencement Date: Date of this Agreement

Termination Date: March 31, 2006

Notwithstanding the term set forth above, and unless this 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 CONSULTANT and TRLIA approval.

CONSULTANT understands and agrees that there is no representation, implication, or understanding that the services provided by CONSULTANT pursuant to this Agreement will be purchased by TRLIA under a new agreement following expiration or termination of this Agreement, and CONSULTANT waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONSULTANT.

3. PAYMENT.

TRLIA shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to TRLIA in the manner specified in Attachment "B" and TRLIA shall submit payment to Consultant within 30 days of receipt of invoice.

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF TRLIA.

CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Kent McClain is the representative of the TRLIA and will administer this Agreement for the TRLIA. Brian D. Boxer is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

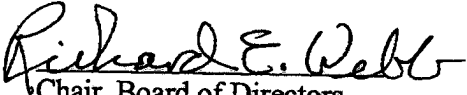
Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E – Consultant's Proposal (dated December 6, 2005) for Geotechnical Services related to this agreement

9. **TERMINATION.** TRLIA and CONSULTANT shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

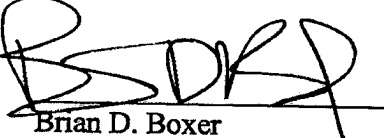
IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on February 7, 2006.


"TRLIA"


Chair, Board of Directors,
TRLIA

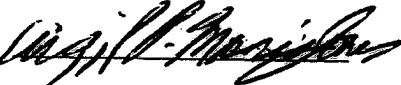
"CONSULTANT"


Brian D. Boxer
Senior Vice President, EIP Associates

ATTEST:
DONNA STOTTEMEYER, CLERK OF
THE BOARD OF SUPERVISORS



APPROVED AS TO FORM:
DANIEL G. MONTGOMERY
TRLIA COUNSEL



ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are detailed in the "Scope of Services" section within Attachment E.

A.2. TIME SERVICES RENDERED.

Commencing from the date of this agreement until March 31, 2006.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. TRILIA shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY TRILIA.

CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement..

ATTACHMENT B

PAYMENT

TRLIA shall pay CONSULTANT as follows:

B.1 CONTRACT FEE. TRLIA shall reimburse CONSULTANT on a time-and-expenses basis, based on the CONSULTANTS' 2005 Fee Schedule for Environmental Project Management Services included within Attachment E, to a maximum not to exceed **Forty thousand dollars (\$40,000)** without the approval, by TRLIA, of a formal written amendment to this Agreement. CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following rendering of services.

B.2 TRAVEL COSTS. TRLIA shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the TRLIA representative in which case TRLIA shall pay its per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by TRLIA. Payment for additional services shall be made to CONSULTANT by TRLIA if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C

OTHER TERMS

There are no applicable provisions under this Attachment C for this Agreement.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONSULTANT shall be performed as an independent contractor and not as an agent, officer or employee of TRLIA. It is understood by both CONSULTANT and TRLIA that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONSULTANT shall have no claim against TRLIA for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONSULTANT is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent contractor, CONSULTANT is not subject to the direction and control of TRLIA except as to the final result contracted for under this Agreement. TRLIA may not require CONSULTANT to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONSULTANT may provide services to others during the same period service is provided to TRLIA under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.

D.1.7 As an independent contractor, CONSULTANT hereby indemnifies and

holds TRLIA harmless from any and all claims that may be made against TRLIA based on any contention by any Consultant employees or subconsultants that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONSULTANT represents and warrants to TRLIA that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to TRLIA that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the TRLIA to immediately terminate this agreement notwithstanding Operative Provision No. 9.

D.3 TIME. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INSURANCE. Prior to rendering services provided by the terms and conditions of this Agreement, CONSULTANT or its subconsultants shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to TRLIA, naming the TRLIA and any related agency governed by its Board of Directors which is letting the contract or for whom the services under the contract are being provided, and TRLIA's, or related agency's, officials, employees, and volunteers as additional insured, (hereinafter referred to as "the insurance"), with the exception of Professional Errors and Omissions Liability Insurance . The limits of insurance herein shall not limit the liability of the CONSULTANT hereunder.

D.4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement and shall provide that they may not be canceled without first providing TRLIA with thirty (30) days written notice of such intended cancellation. If CONSULTANT fails to maintain the insurance provided herein, TRLIA may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

D.4.2 MINIMUM SCOPE OF INSURANCE. CONSULTANT shall procure insurance covering general liability, automobile liability, and workers' compensation. Coverage shall be at least as broad as:

(a) Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the TRLIA Risk Manager prior to acceptance of the Agreement.

(b) Insurance Services Office Business Auto Coverage form

number CA 0001 0187 covering Automobile Liability, code 1 “any auto” and Endorsement CA 0029.

(c) Workers’ Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(d) If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a standard insurance industry coverage form subject to TRLIA approval.

D.4.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:

(a) General Liability and Automobile Liability Coverages.

(i) The TRLIA and the public entity awarding the contract if other than the TRLIA, and their officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, leased, occupied, or used by the CONSULTANT; or automobiles owned, leased, hired, or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the TRLIA, its officials, employees or volunteers.

(ii) The CONSULTANT’s insurance coverage shall be primary insurance as respects the TRLIA, its officials, employees and volunteers and any other insureds under this Agreement. Any insurance or self-insurance maintained by the TRLIA, its officials, employees and volunteers or other insureds shall be excess of the CONSULTANT’s insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TRLIA, its officials, employees and volunteers or other insureds under this Agreement.

(iv) The insurance policy required by this clause shall be endorsed to state that the CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the TRLIA, its officials, employees and volunteers or other insureds under this Agreement.

(c) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by mail has been given to the TRLIA.

D.4.4 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

D.4.5 MINIMUM LIMITS OF INSURANCE. CONSULTANT shall maintain limits no less than:

(a) Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury or property damage.

(c) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.

(d) Professional Errors and Omissions Liability (if required): Policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Fifty Thousand Dollars (\$50,000). Coverage may be made on a claims-made basis with a "Retro Date" either prior to the date of the Agreement or the beginning of the Agreement services. If claims-made, coverage must extend to a minimum of twelve-months beyond completion of the services. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the Agreement effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of services.

D.4.6 SUBCONSULTANTS. In addition to the above policies, if CONSULTANT hires a subconsultant under this Agreement CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all applicable requirements stated herein. If CONSULTANT requires subconsultants to provide insurance coverage, then CONSULTANT shall be named as an additional insured under such policy or policies.

D.4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the TRLIA. At the option of the TRLIA either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the TRLIA, its officials, employees and volunteers; or, the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D.4.8 VERIFICATION OF COVERAGE.

(a) CONSULTANT shall furnish TRLIA with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by the TRLIA or on forms received and approved by the TRLIA before work commences. TRLIA reserves the right to require complete, certified copies of all required insurance policies at any time.

(b) CONSULTANT shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONSULTANT has delivered the certificate(s) of insurance and endorsement(s) to TRLIA as previously described. If CONSULTANT shall fail to procure and maintain said insurance, TRLIA may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONSULTANT to TRLIA upon demand. The policies of insurance provided herein which are to be provided by CONSULTANT shall be for a period of time sufficient to cover the term of the Agreement, including TRLIA's acceptance of CONSULTANT's work. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, CONSULTANT will deliver to TRLIA certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

D.5 INDEMNITY. CONSULTANT shall defend, indemnify, and hold harmless TRLIA, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, to the extent damages arise from the intentional misconduct or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, Consultants, or subconsultants.

D.6 CONSULTANT NOT AGENT. Except as TRLIA may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of TRLIA in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind TRLIA to any obligation whatsoever.

D.7 ASSIGNMENT PROHIBITED. CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.8 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that TRLIA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from TRLIA of its desire for removal of such person or persons.

D.9 STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to TRLIA pursuant to this Agreement shall be prepared in a workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

D.10 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by TRLIA with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the TRLIA. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the Yuba County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 TRLIA shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.11.3 TRLIA shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by TRLIA as work accomplished to date; provided, however, TRLIA shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to TRLIA such financial information as in the judgment of the TRLIA is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the TRLIA shall be final. The foregoing is cumulative and does not affect any right or remedy which TRLIA may have in law or equity.

CONSULTANT may terminate its services under this Agreement upon thirty (30) days written notice to the TRLIA, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by TRLIA.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the TRLIA or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of TRLIA, and CONSULTANT agrees to deliver reproducible copies of such documents to TRLIA on completion of the services hereunder. The TRLIA agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.20 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.20.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.20.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.21 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.22 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.23 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.24 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.25 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.26 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.27 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.28 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.29 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.30 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have

breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.31 CONFLICT OF INTEREST. Neither a TRLIA employee whose position in TRLIA enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT may be subject to the disclosure requirements of the TRLIA conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT's financial interest. The TRLIA Administrator shall determine in writing if CONSULTANT has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba TRLIA Conflict of Interest Code.

D.32 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "TRLIA":

TRLIA
County of Yuba
Attn: Kent McClain
915 8th Street, Suite 119
Marysville, CA 95901

With a copy to:

TRLIA Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONSULTANT":

EIP Associates
Attn: Brian D. Boxer
1200 Second Street
Sacramento, CA 95814



ATTACHMENT E

December 6, 2006

Mr. Charles K. McClain
Executive Director
Three Rivers Levee Improvement Authority
915 Eighth Street, Suite 115
Marysville, CA 95901-5273

Subject: *TRLIA Environmental Project Management Scope of Work*

Dear Mr. McClain:

EIP Associates is pleased to provide you with a Scope of Work for providing environmental project management services to the Three Rivers Levee Improvement Authority. The intent of these services is to serve as an extension of TRLIA staff providing expert coordination and management oversight of existing TRLIA environmental consultants. It is the intent of the project management services to improve communication within the TRLIA team, resulting in a more cost-effective and efficient planning and regulatory permitting process. The project management services to be provided to TRLIA are presented in more detail in the attached scope of work.

The Environmental Project Manager will be Mr. Brian D. Boxer, AICP, EIP Associates Principal and Senior Vice President. Mr. Boxer's resume is attached. As is described in the attached Scope of Work, Mr. Boxer may occasionally utilize the skills and knowledge of other EIP staff to supplement his own technical knowledge or to provide services in the most cost-efficient manner. It is not the intent of Mr. Boxer or other EIP staff to undertake any tasks currently assigned to the TRLIA environmental consultant teams. References for Mr. Boxer are attached.

We appreciate the opportunity to provide this scope of work, and look forward to assisting TRLIA and its currently consultant team in achieving the important objective of providing important needed flood control improvements in a timely and cost-effective manner. If you have any questions, or require additional information, please do not hesitate to call me at (916) 325-4800.

Sincerely,

Brian D. Boxer, AICP
Senior Vice President

EIP ASSOCIATES 1200 SECOND STREET, SUITE 200 SACRAMENTO, CALIFORNIA 95814

Telephone 916.325.4800 Facsimile 916.325.4810 E-mail bboxer@eipassociates.com

www.eipassociates.com



c: Mr. Scott Shapiro, Downey Brand



December 6, 2005
Mr. Charles K. McClain
Page 3

SCOPE OF WORK

The purpose of the environmental permitting management services will be to:

- Coordinate and manage the efforts of TRLIA's current consultant team related to environmental documentation and permitting processes;
- Review administrative draft documents;
- Provide strategic environmental permitting guidance to TRLIA and the consultant teams; and
- Represent TRLIA in negotiation with regulatory agencies, as appropriate.

In undertaking this assignment, Mr. Boxer will report directly to the TRLIA Executive Director and will provide the following services.

Task 1.0 Project Initiation and Site Visit

In order to initiate the effort, Mr. Boxer will:

- Meet with the TRLIA team, including consultants to confirm the scope of work and refine it if necessary;
- Visit the site and vicinity to personally observe existing conditions and ongoing levee improvement activities on the site and in the region; and
- Review past and current environmental documents.

It is anticipated that this task will require 40-80 hours of effort.

Task 2.0 Project Environmental Team Management and Coordination

Mr. Boxer will provide services to manage and coordinate the activities of the TRLIA environmental consultant team. These services may include, but may not be limited to, the following tasks:

- Participation in weekly team management meetings;
- Participation in monthly contractor meetings;
- Conduct of weekly (or as appropriate) environmental team management meetings;
- Maintenance of a project task tracking sheet;
- Provision of regular briefings to the Executive Director;
- Attendance at TRLIA Board meetings, as appropriate;
- Review and comment on draft documents prepared by the TRLIA environmental consultant teams;
- Coordination of mitigation strategies and related agency negotiations; or
- Representation of TRLIA in regulatory agency meetings, as appropriate.



December 6, 2005
Mr. Charles K. McClain
Page 4

STAFFING

Mr. Brian D. Boxer, AICP, would serve as Environmental Permitting Manager. As Environmental Permitting Manager, Mr. Boxer will represent TRLIA at meetings. As appropriate, Mr. Boxer may occasionally use other EIP technical or support staff to provide supplementary technical or strategic information or to provide services more cost efficiently. These additional staff will not be used to undertake tasks currently assigned to the TRLIA environmental consultant teams.

BUDGET

EIP Associates will provide environmental permitting management services on a time and materials basis. It is currently estimated that the average level of effort for Mr. Boxer will be approximately 10 hours per week, although period that involve initial project familiarization, document review, and other periods of intense effort in order to maintain schedule may require additional effort. During 2006, Mr. Boxer's time will be billed at \$200 per hour; if the contract extends beyond 2006 this rate will be subject to change. Other EIP staff time will be billed consistent with the attached Schedule of Standard Billing Rates. Direct expenses incurred in the course of provision of the above described services will be billed based on actual receipts plus EIP Associates' standard administrative fee, as identified on the Schedule of Standard Billing Rates



December 6, 2005
Mr. Charles K. McClain
Page 5

REFERENCES

Mr. Butch Hodgkins
Member, State Reclamation Board
Former Executive Director, Sacramento Area Flood Control Agency

Mr. Robert Smith
Director
Merced County UC Development Office
(209) 205-0991

Mr. Rob Aragon
Director of Planning
JTS Communities
(916) 487-3434

Ms. Randi Knott
Director of Local Government Affairs
KB Home, North Bay Division
916-576-5812



December 6, 2005
 Mr. Charles K. McClain
 Page 6

EIP ASSOCIATES

HOURLY BILLING RATES AND JOB CLASSIFICATIONS

Principal	\$145 - \$220/hour
Technical Director / Program Manager	\$130 - \$170/hour
Senior Manager / Senior Scientist / Senior Engineer Senior Planner / Senior Administrator	\$100 - \$140/hour
Associate Manager / Associate Scientist / Associate Planner / Associate Administrator	\$75 - \$105/hour
Environmental Professional / Planner / Scientist / Administrative	\$55 - \$85/hour
Technician/Analyst / Clerical	\$35 - \$60/hour
Mileage is charged at	\$.485/mile
Photocopies are charged at	\$.15/page

Direct costs (i.e., travel, meals, lodging, auto rentals, printing, graphic materials, specialized computer charges, etc.) and subcontractor fees are subject to a 15% administration charge.

1. This schedule is effective from April 1, 2005 to March 31, 2006, and subject to revision thereafter.
2. Invoices will be submitted by Consultant monthly. Client will notify Consultant, in writing, of any objections to an invoice within ten (10 days) of the date of invoice. Otherwise, the invoice shall be deemed acceptable by the Client. Amounts indicated on invoices are due and payable immediately upon receipt. The Client's account will be considered delinquent if Consultant does not receive full payment within thirty (30) days after the invoice date.
3. A service charge will be applied at the rate of 1.0 percent per month (or the maximum rate allowable by law) to delinquent accounts. Payment thereafter will be applied first to accrued interest and then to the principal unpaid by the Client.
4. EXPERT TESTIMONY. For situations requiring expert testimony, services will be provided at 1.5 times the standard hourly rates listed, with a minimum of four hours. Time spent in preparation and review of testimony will be charged at standard rates.



BRIAN D. BOXER
Senior Vice President

Brian Boxer, Senior Vice President of EIP Associates, has successfully directed and managed many urban and environmental planning projects. The projects led by Brian are known for strategically addressing complex issues clearly and efficiently.

TECHNICAL CAPABILITIES

- Regional Vice President of EIP Associates.
- Directs or manages environmental and planning studies involving new land development, urban redevelopment, institutional plans and large scale urban and regional plans and policies.
- Urban and environmental planner with professional and technical capabilities in land and socioeconomics.
- Noted expert in CEQA and in the strategic design of CEQA documents to facilitate project planning and design and to meet the requirements of the law.
- Manages projects that have been recognized with statewide awards from the American Planning Association and the Association of Environmental Professionals.
- Brings a broad range of expertise in planning and environmental issues to projects where he often directs large, multidisciplinary teams in challenging, complex studies.
- An experienced and skilled facilitator of public involvement programs related to major public development and infrastructure projects.
- Develops and teaches training courses on CEQA for local agencies and UC Extension.

EDUCATION AND AFFILIATIONS

B.A., History, University of California, Santa Barbara
M.P.A.-U.R.P. (Masters of Public Affairs and Urban and Regional Planning), Woodrow Wilson School of Public and International Affairs, Princeton University
American Institute of Certified Planners (# 8729)
Member, American Planning Association
Member, Association of Environmental Professionals

TEACHING EXPERIENCE

University of California at Davis Extension
California State University, Sacramento
Association of Environmental Professionals
City of Sacramento

RELATED PROJECT EXPERIENCE

Water/Wastewater/Drainage Infrastructure
Roseville Water Treatment Plant Expansion EIR, City of Roseville
Robla Creek Stage 3 Levee Improvements and Lower Dry Creek Watershed Mitigation Project Subsequent EIR, Sacramento Area Flood Control Agency (SAFCA)

Sacramento Area Flood Control Agency Revised Local Natomas Area Flood Control Improvement Projects Environmental Services Term Contract, Sacramento and Sutter Counties
Land Use Planning Policy and EIR within the 100-year Flood Plain in the City and County of Sacramento, SAFCA
Land Application of Class A EQ Biosolids EIR, City of Modesto
Combined Sewer System EIR, City of Sacramento

Energy and Telecommunication Infrastructure
Pacific Gas & Electric Company Hydroelectric Generation Assets Valuation and Divestiture, California Public Utilities Commission

Transportation Infrastructure
Midtown Neighborhood Preservation Transportation Plan Public Facilitation, City of Sacramento
Grant Line Road/I-205 Interchange Project Negative Declaration/FONSI, City of Tracy
US 50/Zinfandel Drive Interchange Modification Initial Study/ Negative Declaration, Sacramento County
Leisure Town Road/I-80 Interchange Modification Project Negative Declaration/FONSI, City of Vacaville

OTHER RELATED EXPERIENCE

General and Specific Plans
Sacramento County General Plan Update EIR/SEIR, Sacramento County
University Community Plan and EIR, Merced County
Marble Valley Development Project EIR, El Dorado County
Quail Lake Estates Specific Plan EIR, Fresno County
Pleasant Hill Downtown Plan EIR, City of Pleasant Hill
North Roseville General Plan Update EIR, City of Roseville

Urban-Mixed Use Development
Stanford Sand Hill Road Corridor Projects EIR, City of Palo Alto
1997 Capitol Area Plan EIR, State of California
Railyards Specific Plan/Richards Boulevard Area Plan EIR, City of Sacramento

Universities and Institutions
San Joaquin Campus Site Selection EIR, in Merced, Madera and Fresno Counties, UC
Long Range Development Plan EIR, UC Davis
Ventura Campus Site Selection and EIR, California State University
General Use Permit for Stanford University EIR, Santa Clara County
New Children's Hospital at Stanford EIR, City of Palo Alto