MODIFIED BROWN ACT REQUIREMENTS IN LIGHT OF COVID-19

In Compliance with California Executive Orders N-25-20 and N-29-20 members of the Board of Directors and members of the public will participate in this meeting via Zoom. The meeting information for the Board of Directors and the public is as follows:

Join Zoom Meeting
https://downeybrand.zoom.us/j/99218086688?pwd=eklpZzhabnQyMzhsanRDSGZMcG43dz09
Meeting ID: 992 1808 6688
Password: 030716

To participate via the audio only teleconference, dial in to the meeting using the information below:
1-213-338-8477 (Los Angeles) or 1-206-337-9723 (Seattle)
Meeting ID: 947-8806-4258
Password: 076577

Any member of the public on the telephone may speak during Public Communications. During this period of modified Brown Act Requirements, Three Rivers Levee Improvement Authority will use best efforts to swiftly resolve requests for reasonable modifications or accommodations with individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt whatsoever in favor of accessibility.

I ROLL CALL – Directors Atwal, Brown, Ledbetter, Lofton, Vasquez

II PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern within the jurisdiction of TRLIA which is not on today’s agenda. The total amount of time allotted shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time, speakers are requested to fill out a “Request to Speak” card and submit it to the secretary.

III CONSENT ITEMS
   A. Approve meeting minutes of July 21, 2020.

IV ACTION ITEMS
   A. Approve agreement with Reclamation District 784 regarding Distribution of Assessment Revenue and authorize Executive Director to execute upon review and approval of General Counsel.

   B. Approve professional service agreements with Northcross Hill Advisors, LLC (NHA), and Quint & Thimming, LLP related to the Plumas Lake CFD Workout Plan agreement and authorize Executive Director to execute upon review and approval of General Counsel.

   C. Approve the Regional Flood Management Program (RFMP) consultant selections and authorize Executive Director to negotiate, execute, modify contracts upon review and approval of General Counsel.
D. Adopt resolution authorizing Executive Director to negotiate, sign and execute easements to Pacific Gas & Electric in support of the Goldfields 200 Project.

V **BOARD /STAFF REPORTS**

Miscellaneous Reports

VI **CLOSED SESSION**

1. Continuation of PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Govt. Code 54957(b)) Title: Executive Director

VII **ADJOURN**

The complete agenda, including backup material, is available at the Yuba County Government Center, 915 8th Street, Suite 109, the County Library at 303 Second Street, Marysville, and www.trija.org. 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 Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made one full business day before the start of the meeting.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

JULY 21, 2020

MINUTES

Call to order 2:00 p.m. with a quorum being present as follows: Directors Rick Brown, Gary Ledbetter, Doug Lofton and Andy Vasquez. Director Sarbdeep Atwal, was absent. Also present were Executive Director Paul Brunner, General Counsel Andrea Clark, and Clerk of the Board of Supervisors Rachel Ferris. Chair Vasquez presided.

I  ROLL CALL – Directors Atwal, Brown, Ledbetter, Lofton, Vasquez – Director Atwal absent

II  2:00 P.M. FINAL BUDGET HEARING FISCAL YEAR 2020-2021

A. Present overview and recommendation for Fiscal Year 2020/2021 Final Budget. Executive Director Paul Brunner recapped the budget including the following:
   • $20,457,160 Estimated Expenditures
   • $15,753,558 Estimated Revenues
   • $10,850,335 Estimated Fund Balance
   • 2020/2021 Fund carryover

Chair Vasquez opened the public hearing. No one came forward.

MOTION: Move to close the public hearing and approve Final Budget for Fiscal Year 2020/2021
MOVED: Doug Lofton SECOND: Rick Brown
AYES: Rick Brown, Gary Ledbetter, Doug Lofton, Andy Vasquez
NOES: NONE ABSENT: Sarbdeep Atwal ABSTAIN: None

III  PUBLIC COMMUNICATIONS: None.

IV  CONSENT ITEMS

A. Approve meeting minutes of June 16, 2020.

   MOTION: Move to approve Consent Agenda
MOVED: Doug Lofton SECOND: Gary Ledbetter
AYES: Rick Brown, Gary Ledbetter, Doug Lofton, Andy Vasquez
NOES: None ABSENT: Sarbdeep Atwal ABSTAIN: None

V  ACTION ITEMS

A. Receive Annual Adequate Progress toward Urban Level of Flood Protection Report dated July 2020; direct staff to transmit the report to Central Valley Flood Protection Board; and make the report publicly available as required by SB 5. Executive Director Paul Brunner recapped report and responded to inquiries.
MOTION: Move to Receive Report
MOVED: Gary Ledbetter SECOND: Rick Brown
AYES: Rick Brown, Gary Ledbetter, Doug Lofton, Andy Vasquez
NOES: None ABSENT: Sarbdeep Atwal ABSTAIN: None

B. Approve Addendum No. 3 to the Yuba Goldfields 200-Year Flood Protection Project Final Environmental Impact Report and delegate authority to Executive Director to execute and file the Notice of Determination. Executive Director Paul Brunner recapped addendum.

MOTION: Move to approve
MOVED: Doug Lofton SECOND: Gary Ledbetter
AYES: Rick Brown, Gary Ledbetter, Doug Lofton, Andy Vasquez
NOES: None ABSENT: Sarbdeep Atwal ABSTAIN: None

C. Approve agreement between the County, Yuba Water Agency, and Three Rivers Levee Improvement Authority related to levee impact fees and levee financing mechanisms entitled Plumas Lake CDF Workout Plan Agreement, and authorize Executive Director to execute. Seth Wurzel advised both Yuba Water Agency and Yuba Board of Supervisors had approved agreement, and provided a PowerPoint presentation relating to the following:
  ▪ Agreement Terms
  ▪ Updated Nexus Study
  ▪ TRLIA, Water Agency, and the County to work with developers
  ▪ TRLIA’s responsibilities under the agreement

The following individual spoke: Mr. Gary Bradford

MOTION: Move to approve
MOVED: Doug Lofton SECOND: Rick Brown
AYES: Rick Brown, Gary Ledbetter, Doug Lofton, Andy Vasquez
NOES: None ABSENT: Sarbdeep Atwal ABSTAIN: None

VI BOARD and STAFF REPORTS

Ric Reinhardt:
  ▪ Yuba Water Agency Special Board meeting on Thursday for the secondary Spillway
  ▪ Overview and Comments of the US Army Corp of Engineers Draft EC1165-2-218

Paul Brunner:
  ▪ Three Rivers Levee Improvement Authority financial statements for year ending June 30, 2019
  ▪ Goldfield 200 Year construction update and aerial video
  ▪ Feather River Floodway Corridor Conservation Bank construction update and aerial video
  ▪ Miscellaneous Reports
    ▪ New website coming online in the next 30 days
    ▪ Mitigation Bank on Feather Set back area
    ▪ Executed a contract with Mead and Hunt for analysis on North Training Wall
    ▪ MaryJane Griego appointed to Central Valley Flood Protection Board on July 7th, 2020
• Seth Wurzel provided a PowerPoint presentation regarding Annual Tax Report for Community Facilities Districts 2006-1 and 2006-2

VII CLOSED SESSION the Board retired into closed session at 4:00 p.m. and returned at 4:41 p.m. with Directors Gary Ledbetter, Doug Lofton, and Andy Vasquez being present. Chair Vasquez announced there was no reportable action.

1. Conference with Real Property Negotiators pursuant to Government Code §54956.8 - Negotiating Parties: TRLIA/Kelly Pope/Paul Brunner/Brenda Schimpf. Negotiation: Price and Terms of payment for the following properties:

   A) APN 018-180-072 and 073/Sanders
   B) APN 018-180-074/Clift
   C) APN 018-180-070/C. Ludwick
   D) APN 018-180-079/A. Ludwick
   E) APN 018-180-066 and 078/Gallier
   F) APN 018-180-082 and 018-150-012/Wilbur
   G) APN 018-150-063/Barker
   I) APN 014-018-180-085/Mills
   J) APN 018-180-085/Nunes
   K) APN 019-170-020/Beale AFB
   L) APN Unknown/Heirs and Devisees of Beery

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Govt. Code 54957(b)) Title: Executive Director

XIII ADJOURN: 4:42 p.m.

ATTEST: RACHEL FERRIS
CLERK OF THE BOARD OF SUPERVISORS
AND SECRETARY OF THE PUBLIC AUTHORITY

Chair

Approved: ____________________________
August 18, 2020

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Andrea Clark, General Counsel
SUBJECT: Agreement with RD 784 Regarding Distribution of Assessment Revenue

**Recommended Action:**
Approve an agreement with Reclamation District 784 for distribution of assessment revenue, in order to ensure continuity of funding for administration of TRLIA.

**Background:**
In July 2019, Reclamation District 784 (RD 784) passed a new assessment to adequately fund required operation and maintenance activities for levees and internal drainage services. RD 784 needed to pass a new assessment for a number of reasons: (1) its existing revenues – which until 2019 were collectively generated by an RD 784 assessment and a separate TRLIA assessment – were not adequate to ensure the safety and usefulness of lands within the district, especially as it relates to internal drainage; (2) its boundaries did not include all parcels benefitted by the Goldfields levee; (3) TRLIA’s assessment could not be used for O&M of drainage facilities or levees that were not improved by TRLIA, and the TRLIA assessment did not account for the addition of the new Goldfields levee.

RD 784 modified its boundaries to be consistent with those of the lands benefited by TRLIA’s projects, and its new assessment was formed in 2019. RD 784’s new assessment replaced both the former RD 784 and TRLIA assessments beginning in Fiscal Year 2019/20. This created administrative efficiencies by reducing the number of agencies billing for the same services, which in turn simplifies tax bills and payment processes for property owners.

The services to be funded by RD 784’s new assessment include: (1) all levee operation and maintenance services that are required to ensure that the design level of flood protection is maintained over time for all levees protecting properties within the RD 784 boundaries (Levee O&M); and (2) all activities associated with the collection, conveyance, and discharge of storm water within the boundary of RD 784 (Internal Drainage O&M).

After RD 784 passed its new assessment, TRLIA suspended its assessment and no longer collects it from property owners. Nevertheless, funds are still necessary to fulfill TRLIA obligations, including environmental mitigation, preparation of FEMA certification/accreditation packages, and future funding needs. The budget developed for the RD 784 assessment includes a portion of funds to be transferred to TRLIA for continued operations.
The proposed agreement between TRLIA and RD 784 provides for the transfer of budgeted assessment revenues from RD 784 to TRLIA for its operations. With respect to calculation of the percentage of assessment to be transferred, and the schedule for transfer of funds, the agreement defaults to a memorandum prepared in January 2020 by Larsen Wurzel & Associates, Inc.

Attachment:
Agreement between RD784 and TRLIA
AGREEMENT BETWEEN THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND RECLAMATION DISTRICT 784 REGARDING DISTRIBUTION OF ASSESSMENT REVENUE

This Agreement is entered into effective as of _____ __, 2020 (the “Effective Date”), by and between the Three Rivers Levee Improvement Authority (TRLIA) and Reclamation District 784 (RD 784), each a “Party” and together the “Parties.”

RECITALS

A. TRLIA is a joint powers agency formed in 2004 to provide increased levels of flood protection in Yuba County.

B. RD 784 is a local maintaining agency responsible for operation and maintenance of certain levees within Yuba County and is also a member agency of TRLIA.

C. In 2009 TRLIA formed a benefit assessment district to generate funds to pay for operation and maintenance of TRLIA-improved levees by RD 784 as well as additional improvements and/or ongoing environmental mitigation commitments associated with TRLIA’s projects.

D. On July 10, 2019, RD 784 adopted a new assessment to fund operation and maintenance activities as well as internal drainage services (RD 784 O&M Assessment), including for areas benefited from the new TRLIA Goldfields levee; and

E. After the new RD 784 O&M Assessment was adopted, TRLIA suspended its assessment and no longer collects an assessment from property owners. Nevertheless, funds are still necessary to fulfill TRLIA obligations, and the budget developed for the RD 784 assessment includes a portion of funds to be transferred to TRLIA for continued operations.

F. The Parties enter into this Agreement in order to memorialize their agreement for the transfer of assessment funds from RD 784 to TRLIA.

AGREEMENT

In consideration of the mutual promises, covenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term. This Agreement shall commence on the Effective Date and continue so long as RD 784 is collecting the assessment approved in 2019.

2. RD 784 Obligations
a. RD 784 shall transfer to TRLIA, on an annual basis, the percentage of the RD 784
O&M Assessment as set forth in the January 20, 2020 memorandum by Larsen Wurzel &
Associates, Inc. (attached hereto as Exhibit 1).

b. RD 784 shall distribute such percentage to TRLIA, via check, in accordance with
the schedule set forth in Exhibit 1.

c. Exhibit I may be modified from time to time as agreed upon in writing by the
Parties.

3. **TRLIA Obligations.** TRLIA shall utilize the assessment amounts transferred from
RD 784 for TRLIA operations.

4. **Entire Agreement.** This Agreement supersedes any and all agreements, either oral
or written, between the Parties with respect to the grant funds. No other agreement, statement, or
promise not contained in this Agreement shall be valid and binding. Any modification of this
Agreement will be effective only if in writing and signed by the Party to be bound.

5. **Severability.** If any provision in this Agreement is held by a court of competent
jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full
force without being impaired or invalidated in any way, and the Parties hereby agree that the
portion so held invalid, unenforceable, or void shall, if possible, be deemed amended or reduced
in scope, or otherwise be stricken from this Agreement to the extent required for the purposes of
validity and enforcement thereof.

6. **Section Headings for Convenience Only.** The section headings herein are for the
purpose of convenience only and are not intended to define or limit the contents of any section.

7. **Waiver.** The failure of either Party to insist on strict compliance with any of the
terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a
waiver of that term, covenant, or condition nor shall any waiver or relinquishment of any right or
power at any one time or times be deemed a waiver or relinquishment of that right or power for
all or any other times.

8. **Assignment.** This Agreement cannot be assigned by either Party without the prior
written consent of the other Party.

9. **Governing Law.** This Agreement shall be governed by the laws of the State of
California.

10. **Counterpart Originals.** This Agreement may be signed in counterpart originals.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

By: ___________________________                      Date: ___________________________
    Paul Brunner, Executive Director

RECLAMATION DISTRICT 784

By: ___________________________                      Date: ____________
    Rick Brown
    Chairman

Date: 8-4-20
Technical Memorandum

To: Patrick Meagher, General Manager, Reclamation District 784

From: Megan Jonsson, Senior Analyst, LWA

Cc: Paul Brunner, Executive Director, TRLIA

Date: January 20, 2020

Re: Levee and Internal Drainage Operations and Maintenance Assessment 
    Percentage and Schedule for Transfer of Funds to Three River Levee Improvement Authority

Background
Subsequent to property owner approval, in July 2019, the Reclamation District 784 (RD 784) Board of Trustees 
adopted the Levee and Internal Drainage Operations and Maintenance Assessment (RD 784 O&M Assessment) 
and suspended the previous RD 784 assessment, originally levied in 1998. The Three Rivers Levee Improvement 
Authority (TRLIA) also suspended its operations and maintenance assessment initially levied in 2009. While TRLIA 
no longer collects an assessment from property owners, funds are still necessary to fulfill TRLIA obligations. As 
such, the budget developed for the RD 784 O&M Assessment included a portion of funds to be transfer to TRLIA 
for continued operations.

Purpose
This memorandum has been prepared by Larsen Wurzel & Associates, Inc. (LWA) to document the percentage of 
the annual RD 784 O&M Assessment to be transferred to TRLIA as well as to set a schedule for the transfer of 
funds.

TRLIA Portion of Assessments Collected
The RD 784 O&M Assessment is based on the budget and methodology presented in the Reclamation District 784 
Levee and Internal Drainage Operations and Maintenance Assessment Final Engineer’s Report dated July 10, 2019 
prepared by LWA (Engineer’s Report). The total budget presented in the Engineer’s Report was $3 million, 
including $200,000 in annual funds for transfer to TRLIA. As such, the TRLIA allocation is 6.67% (rounded to the 
hundredth place) of the RD 784 assessment revenues placed on the Yuba County secured property tax roll plus 
6.67% of assessment revenues collected from direct billing. The RD 784 O&M Assessment may increase or 
decrease over time due to land use changes, escalation, and/or other factors. Regardless, TRLIA’s percentage of 
the total collected assessment will remain 6.67% over time.

Schedule for Transfer of Funds
The majority of RD 784 assessments are collected through the Yuba County secured property tax roll. A smaller 
portion is collected through direct billing of properties that do not receive a property tax bill. RD 784 will distribute 
6.67% of the assessment funds collected to TRLIA, via check, according to the following schedule:
- December:
  o 3.33% of the amount placed on the Yuba County secured property tax roll
  o The December payment will be remitted by January 31st.

- April:
  o 3.00% of the amount placed on the Yuba County secured property tax roll
  o 6.67% of the payments received from direct billing from July through April
  o The April payment will be remitted by May 31st.

- June:
  o 0.34% of the amount placed on the Yuba County secured property tax roll plus (or minus)
    6.67% of the final adjustments
  o 6.67% of the payments received from direct billing from May through June plus (or minus)
    6.67% of the final adjustments
  o The June payment will be remitted by July 31st.
August 4, 2020

TO: Three Rivers Levee Improvement Authority Board

FROM: Paul G. Brunner, Executive Director
       Seth Wurzel, Financial Consultant

SUBJECT: Professional Services Agreements between the Three Rivers Levee Improvement Authority and NHA Advisors, LLC for Municipal Advisor Services and Quint & Thimmig for Legal Services related to the Plumas Lake CFD Workout Plan Agreement

Recommended Action:
Approve the attached agreements between;
  1) Three Rivers Levee Improvement Authority and NHA Advisors, LLC (NHA) for Municipal Advisor Services; and
  2) Three Rivers Levee Improvement Authority and Quint & Thimmig, LLP (Quint & Thimmig) for Legal Services; and,

And authorize the Executive Director to execute the agreements upon final review and approval of General Counsel.

Both Agreements are related to work associated with carrying out TRLIA’s obligations under the recently approved Plumas Lake CFD Workout Plan Agreement (Workout Plan Agreement).

Discussion:
At the last TRLIA Board of Directors meeting on July 21, 2020, TRLIA approved the Workout Plan Agreement. As previously discussed at that meeting, the objectives of that agreement are to;

   a) Significantly reduce the levee impact fee amount,
   b) Aid and incentivize additional development and construction in the Plumas Lake area,
   c) Eliminate or refund and reduce the Builder Bonds obligations, and
   d) Significantly reduce the CFD Special Tax amounts paid by existing and future homeowners within the Plumas Lake area.

In order to carry out these objectives and as identified as an obligation of TRLIA under the Workout Plan Agreement, TRLIA requires the services of a Municipal Advisor and Bond and Disclosure Counsel. As identified as a next step for TRLIA during the July 21, 2020 meeting, these services are proposed to be provided by NHA and Quint & Thimmig respectively.
NHA’s role in the Workout Plan Agreement and as described within the attached Municipal Advisor Agreement with NHA (Attachment 1) include the following:

- Providing advice with respect to the update of Three Rivers Levee Impact Fee.
- Reviewing the TRLIA CFD debt burdens and identifying potential Tax Zones and stakeholders where Builder Bond surrenders or refinancing can potentially take place.
- In the event of a new financing, managing the entire financing processes including items such as; assistance with the selection of an underwriter or placement agent, providing advice / recommendations / negotiating preferred terms and pricing, evaluating the method of sale, bond structure and legal approach as well as other aspects of a transaction, and managing / coordinating the issuance processes.

Quint & Thimmig’s role in the Workout Plan Agreement and as described within the attached Legal Services Agreement with Quint & Thimmig (Attachment 2) include the following:

- Providing any requested legal advice associated with the update of Three Rivers Levee Impact Fee.
- Assisting with the preparation and finalization of any offers to the owner of Builder Bonds.
- Providing customary Bond Counsel and Disclosure Counsel services related to the issuance of any new bonds by TRLIA which includes the preparation of all supporting legal proceeding documents associated with an issuance.
- Providing a legal opinion approving the legality of the proceedings for the authorization, issuance and delivery of bonds issued by TRLIA, and stating that interest on the bonds are exempt from federal and State of California income taxes.
- Providing any ongoing legal consultation requested by TRLIA related to the Bonds into the future.

The attached services agreements have been reviewed by TRLIA Counsel and are ready for approval by the TRLIA Board of Directors.

**Fiscal Impact**

All TRLIA costs associated with the attached services agreements are to be reimbursed by the Yuba Water Agency as specified within the Workout Plan Agreement. As a result, there is no net fiscal impact to TRLIA as a result of the Board’s approval of staff’s recommendation.

Attachments:

1. Municipal Advisor Agreement between Three Rivers Levee Improvement Authority and NHA Advisors, LLC
2. Agreement for Legal Services by and between the Three Rivers Levee Improvement Authority and Quint & Thimmig LLP related to Plumas Lake CFD Workout Plan Agreement
MUNICIPAL ADVISOR AGREEMENT
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
NHA ADVISORS, LLC

THIS AGREEMENT for consulting services is made by and between the Three Rivers Levee Improvement Authority (the “Authority”) and NHA Advisors, LLC (“Consultant”) (together referred to as the “Parties”) as of July 20, 2020 (the “Effective Date”).

The Authority, pursuant to the Plumas Lake CFD Workout Plan Agreement, seeks to engage a professional financial advisory firm (NHA Advisors, LLC) in evaluating, preparing, and implementing offers with individual Builder Bonds owners, and any related refunding bonds transactions and special tax reductions. The Yuba County Water Agency will provide funding to TRLIA for Consultant.

SECTION 1 – SERVICES

As the Authority’s registered municipal advisor, subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the Authority the services described in the Scope of Services attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

If acting in the capacity of an Independent Registered Municipal Advisor (“IRMA”) with regard to the IRMA exemption of the SEC Rule, Consultant will review all third-party recommendations submitted to the Authority in writing by the Authority.

Recommendation. If Consultant makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Authority and is within the scope of the engagement, Consultant will determine, based on the information obtained through reasonable diligence of Consultant whether a municipal securities transaction or municipal financial product is suitable for the Authority. In addition, Consultant will inform the Authority of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which Consultant reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Authority; and
- whether Consultant has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Authority’s objectives.

If the Authority elects a course of action that is independent of or contrary to the advice provided by Consultant, Consultant is not required on that basis to disengage from the Authority.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2021 or upon completion of the Scope of Services described in Exhibit A, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services
required by this Agreement shall not affect the Authority’s right to terminate the Agreement, as referenced in Section 8.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event the Authority, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from the Authority of such desire of the Authority, reassign such person or persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant’s obligations hereunder.

**SECTION 2 - COMPENSATION**

The Authority hereby agrees to pay Consultant compensation for services outlined in the Scope of Services (Exhibit A) under the Compensation Schedule (Exhibit B).

The Authority shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from the Authority to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to the Authority in the manner specified herein. Except as specifically authorized by the Authority in writing, Consultant shall not bill the Authority for duplicate services performed by more than one person.

Consultant and the Authority acknowledge and agree that compensation paid by the Authority to Consultant under this Agreement is based upon Consultant’s estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. The Authority therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- At the Authority’s option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- For work performed on an hourly Compensation Schedule, the total number of hours of work performed under the Agreement by Consultant and each
2.2 **Monthly Payment.** The Authority shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. The Authority shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** The Authority shall pay the final sum due pursuant to this Agreement within 60 days after completion of the services and submittal to the Authority of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** The Authority shall pay for the services to be rendered by Consultant pursuant to this Agreement. The Authority shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. The Authority shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified below and shall not exceed $2,000. Expenses will typically include third-party data collection or services not provided by the Authority. Reimbursable expenses are in addition to the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event the Authority or Consultant terminates this Agreement pursuant to Section 8, the Authority shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**SECTION 3 - FACILITIES AND EQUIPMENT**

Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. The Authority shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.
The Authority shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant’s use while consulting with the Authority employees and reviewing records and the information in possession of the Authority. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of the Authority. In no event shall the Authority be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4 - INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to the Authority of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the Authority. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant’s bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to the Authority. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers’ Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the Authority and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities.
contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

   a) The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

   b) The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by or on behalf of Consultant; or automobiles owned, leased, hired, or borrowed by Consultant.

   c) For any claims related to this Agreement or the work hereunder, Consultant’s insurance covered shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of Consultant’s insurance and shall not contribute with it.

   d) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the Authority.

4.3 **Professional Liability Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 covering the licensed professionals’ errors and omissions. Any deductible or self-insured retention shall not exceed $250,000 per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

   a) The retroactive date of the policy must be shown and must be before the date of the Agreement.
b) Insurance must be maintained and evidence of insurance must be
provided for at least five years after completion of the Agreement or the
work, so long as commercially available at reasonable rates.

c) If coverage is canceled or not renewed and it is not replaced with another
claims-made policy form with a retroactive date that precedes the date
of this Agreement, Consultant must purchase an extended period
coverage for a minimum of five years after completion of work under this
Agreement.

d) A copy of the claim reporting requirements must be submitted to the
Authority for review prior to the commencement of any work under this
Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed
with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement,
Consultant shall furnish the Authority with complete copies of all policies
delivered to Consultant by the insurer, including complete copies of all
endorsements attached to those policies. All copies of policies and endorsements
shall show the signature of a person authorized by that insurer to bind coverage
on its behalf. If the Authority does not receive the required insurance documents
prior to Consultant beginning work, it shall not waive Consultant’s obligation to
provide them. The Authority reserves the right to require complete copies of all
required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain
the written approval of the Authority for the self-insured retentions and
deductibles before beginning any of the services or work called for by any term
of this Agreement. At the option of the Authority, either: the insurer shall reduce
or eliminate such deductibles or self-insured retentions as respects the Authority,
its officers, employees, and volunteers; or Consultant shall provide a financial
guarantee satisfactory to the Authority guaranteeing payment of losses and
related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a “wasting”
policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which
any insurer or contractor may require from vendor by virtue of the payment of
any loss. Consultant agrees to obtain any endorsements that may be necessary
to affect this waiver of subrogation.

The Workers’ Compensation policy shall be endorsed with a waiver of
subrogation in favor of the entity for all work performed by the contractor, its
employees, agents, and subcontractors.
4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 **Remedies.** In addition to any other remedies the Authority may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the Authority may, at its sole option exercise any of the following remedies, which are alternatives to other remedies the Authority may have and are not the exclusive remedy for Consultant’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

**SECTION 5 – CONSULTANT’S RESPONSIBILITIES AND INDEMNIFICATION**

Consultant is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board (“MSRB”). As such, Consultant has a fiduciary duty to the Authority and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

**Duty of Care:**

1. exercise due care in performing its municipal advisory activities;
2. possess the degree of knowledge and expertise needed to provide the Authority with informed advice;
3. make a reasonable inquiry as to the facts that are relevant to the Authority’s determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Authority; and
4. undertake a reasonable investigation to determine that Consultant is not forming any recommendation on materially inaccurate or incomplete information; Consultant must have a reasonable basis for:
   a. any advice provided to or on behalf of the Authority;
   b. any representations made in a certificate that it signs that will be reasonably foreseeable relied upon by the Authority, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Authority securities; and
   c. any information provided to the Authority or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

**Duty of Loyalty:**

Consultant must deal honestly and with the utmost good faith with the Authority and act in the Authority’s best interests without regard to the financial or other interests of Consultant. Consultant will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as
applicable). Consultant will not engage in municipal advisory activities with the Authority as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Authority’s best interests.

Conflicts of Interest and Other Matters Requiring Disclosures

- As of the date of the Agreement, there are no actual or potential conflicts of interest other than those noted below that Consultant is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Consultant becomes aware of any potential conflict of interest that arise after this disclosure, Consultant will disclose the detailed information in writing to the Authority in a timely manner.

- The fee paid to Consultant increases the cost of investment to the Authority. The increased cost occurs from compensating Consultant for municipal advisory services provided. This conflict of interest will not impair Consultant’s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the issuer.

- Consultant does not act as principal in any of the transaction(s) related to this Agreement.

- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to the Authority.

- Consultant does not have any affiliate that provides any advice, service, or product to or on behalf of the Authority that is directly or indirectly related to the municipal advisory activities to be performed by Consultant;

- Consultant has not made any payments directly or indirectly to obtain or retain the Authority’s municipal advisory business;

- Consultant has not received any payments from third parties to enlist a recommendation to the Authority of its services, any municipal securities transaction or any municipal finance product;

- Consultant has not engaged in any fee-splitting arrangements involving Consultant and any provider of investments or services to the Authority;

- Consultant has a conflict of interest from compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transactions as to which Consultant is providing advice;

- Consultant serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another Consultant client. For example, Consultant serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Authority. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Consultant could potentially face a conflict of interest arising from these competing client interests. Consultant fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the Authority; and
Consultant does not have any legal or disciplinary event that is material to the Authority’s evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Pursuant to MSRB G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- Consultant is currently registered as a Municipal Advisor with the SEC and the MSRB.
- Within the MSRB website at www.msrb.org, the Authority may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Recommendations

If Consultant makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Authority and is within the scope of the engagement, Consultant will determine, based on the information obtained through reasonable diligence of Consultant whether a municipal securities transaction or municipal financial product is suitable for the Authority. In addition, Consultant will inform the Authority of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which Consultant reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Authority; and
- whether Consultant has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Authority's objectives.

If the Authority elects a course of action that is independent of or contrary to the advice provided by Consultant, Consultant is not required on that basis to disengage from the Authority.

Record Retention

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, Consultant is required to maintain in writing, all communication and created documents between Consultant and the Authority for five (5) years.

Indemnification

Consultant shall indemnify, defend with counsel acceptable to the Authority, and hold harmless the Authority and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Consultant’s performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of the Authority.
Consultant’s obligation to defend and indemnify shall not be excused because of Consultant’s inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the Authority, unless this time has been extended by the Authority. If Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the Authority, may be retained by the Authority until disposition has been made of the claim or suit for damages, or until Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against Consultant, Consultant waives any and all rights of any type to express or implied indemnity against the Indemnities.

Notwithstanding the forgoing, to the extent this Agreement is a “construction contract” as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the Authority, Consultant shall indemnify, defend, and hold harmless the Authority for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the Authority.

SECTION 6 - STATUS OF CONSULTANT

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the Authority. The Authority shall have the right to control Consultant only insofar as the results of Consultant’s services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise the Authority shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other the Authority, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by the Authority, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of the Authority and entitlement to any contribution to be paid by the Authority for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent.** Except as the Authority may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the Authority in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the Authority to any obligation whatsoever.

SECTION 7 - LEGAL REQUIREMENTS

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which the Authority is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to the Authority that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to the Authority that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from the Authority.

7.5 **Legal Events and Disciplinary History.** Consultant does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Authority may electronically access Consultant’s most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

   www.sec.gov/edgar/searchedgar/companysearch.html

   There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

7.6 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person’s race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

   Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

SECTION 8 - TERMINATION AND MODIFICATION

8.1 **Termination.** The Authority may cancel this Agreement at any time and without cause upon written notification to Consultant.
Consultant may cancel this Agreement upon 45 days’ written notice to the Authority and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; the Authority, however, may condition payment of such compensation upon Consultant delivering to the Authority any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the Authority in connection with this Agreement.

8.2 Extension. The Authority may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if the Authority grants such an extension, the Authority shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, the Authority shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. The Authority and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to the Authority for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between the Authority and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, the Authority’s remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that the Authority would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

SECTION 9 - MISCELLANEOUS PROVISIONS

9.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Santa Clara.

9.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

9.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of the Authority or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

Consultant shall not employ any the Authority official in the work performed pursuant to this Agreement. No officer or employee of the Authority shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the Authority. If Consultant was an employee, agent, appointee, or official of the Authority in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement.
including reimbursement of expenses, and Consultant will be required to reimburse the Authority for any sums paid to Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

As of the date of the Agreement, there are no actual or potential conflicts of interest that Consultant is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Consultant becomes aware of any potential conflict of interest that arise after this disclosure, Consultant will disclose the detailed information in writing to the Authority in a timely manner.

The fee paid to Consultant increases the cost of investment to the Authority. The increased cost occurs from compensating Consultant for municipal advisory services provided.

Consultant does not act as principal in any of the transaction(s) related to this Agreement.

During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to the Authority.

9.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.9 Contract Administration. This Agreement shall be administered by the Authority Public Works Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

9.10 Notices. Any written notice to Consultant shall be sent to:

Mark Northcross, Principal
NHA Advisors, LLC
4040 Civic Center Drive, Suite 200
San Rafael, CA 94903

Any written notice to the Authority shall be sent to:

Paul Bruner
Executive Director
Three Rivers Levee Improvement Authority
1114 Yuba Street
Marysville, CA 95901

10.11 Integration. This Agreement, including the Scope of Services attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement
between the Authority and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A: Scope of Services
Exhibit B: Compensation Schedule

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

________________________________________
Paul G. Brunner, Executive Director

NHA ADVISORS, LLC

________________________________________
Mark Northcross, Principal
EXHIBIT A

SCOPE OF SERVICES
GENERAL CONSULTING & MUNICIPAL ADVISORY SERVICES

Consultant will serve as the municipal advisor of record for the Authority. The scope of work will generally include, but may not be limited to, the following services:

**Task 1: General Consulting Services**

- Review the legal structure and cash flows associated with both Three Rivers Levee Improvement Authority’s ("TRLIA") CFD Nos. 2006-1 and 2006-2
- Review the levee impact fee structure and charges for TRLIA
- Review the overall CFD debt burden and levee impact fee burden on the remaining undeveloped but residentially entitled land in the Plumas Lake area.
- Identify all relevant stakeholders in the existing arrangement of CFDs and levee impact fees for Plumas Lake
- Develop a final financing plan for potential intervention in Plumas Lake to maximize (1) benefit to CFD taxpayers and (2) long term development of the entire Plumas Lake area. The plan will be specific for each major stakeholder in each of the two CFDs.
- If so directed, negotiate with key stakeholders for the Plumas Lake CFDs the potential surrender of CFD bonds or their refinancing.

**Task 2: Financing (if applicable)**

- **Project Management**
  - Manage financing process, including assembly of the financing team and assignment of tasks for all parties involved in the financing.
  - Provide information and advice on the timing of the financing process and develop timeline (schedule) of tasks.
  - Upon request, work with Authority staff to solicit and select a registered broker-dealer (underwriter or placement agent), bond/disclosure counsel, trustee service provider, or other consultants that may be required as part of financing process. Provide recommendation(s) and negotiate preferred terms and pricing for said consultant(s).

- **Quantitative Analysis and Financial Structuring**
  - Prepare, review, analyze, and provide structuring advice for the proposed financing and or refinancing.
• Evaluate the method of sale (private placement or public offering), bond structure, legal approach, and financial advantages for each alternative, including the financing terms and call provisions.

• Analyze credit enhancement options (bond insurance and reserve surety bond policies).

• Meetings or conference calls with credit enhancement or insurance companies to discuss the transaction, as appropriate.

♦ Project Implementation

• Provide advice on the financing structure for incorporation into financing documents.

• Coordinate the efforts of bond counsel, disclosure counsel, and/or any other legal counsel to prepare the financing documents for approval by the Authority Board.

• Review financing documents to ensure accuracy with the financing plan.

• Upon request, Consultant will make presentations or attend meetings with the Authority Board or stakeholders to answer questions about the financing and process.

• Work with selected financing partner or funding source to determine optimal bond structure, including serial/term bonds, premium/discount bonds, and redemption provisions.

• If a public offering method of sale is utilized:
  o Coordinate preparation of a comprehensive credit presentation to the rating services and bond insurance companies, if applicable.
  o Work with disclosure counsel to assemble the official statement (investor disclosure document) for the financing in a manner consistent with existing laws, regulations, and standards of the securities industry.
  o If completed as a negotiated sale, assist the Authority in the negotiation of underwriting spreads and interest rates for the proposed financing. Monitor the underwriter’s sales effort to ensure the lowest financing costs are achieved.
  o Assist with the solicitation of an investment advisor to coordinate investment of bond proceeds and/or accounts, as necessary.
  o If completed as a competitive sale, engage a nationally recognized firm to market the bonds and establish a bidding platform.
  o Coordinate the delivery, printing and final approval of legal documents, and the preparation of closing certificates and final official statement.

• If a private placement method of sale is utilized:
  o Prepare a credit package for potential investor banks.
- If a placement agent has been engaged, work with placement agent to solicit bids from various banks that invest in municipal debt.

- Manage bond or loan pricing and final financing structure (debt service and bond terms).

- Coordinate the delivery, final approval of legal documents, and the preparation of closing certificates.

- Work with bond counsel to finalize documents for execution by the Authority.

- Prepare or coordinate preparation of a closing memorandum outlining a detailed flow of funds at the time of closing.
EXHIBIT B

COMPENSATION SCHEDULE

Tasks 1 and 2: Hourly Consulting

For work described in the Scope of Services as Task 1 and Task 2, Consultant will be compensated based upon the hourly rate schedule provided in the table to the right. Consultant will invoice the Authority on a monthly basis for time and approved expenses incurred during the course of the Project. The combined not-to-exceed budget for Task 1 and Task 2 will be $25,000.

Expenses (Out-of-Pocket)

All expenses will be billed directly at cost to the Authority. Expenses will be limited to those necessary for completion of the project.

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AGREEMENT FOR LEGAL SERVICES

BY AND BETWEEN THE
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
QUINT & THIMMIG LLP RELATED TO
PLUMAS LAKE CFD WORKOUT PLAN AGREEMENT

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is entered into by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY (the “Authority”) and QUINT & THIMMIG LLP, Larkspur, California (“Attorneys”).

RECITALS:

WHEREAS, the Authority has entered into a Plumas Lake CFD Workout Plan Agreement (the “Workout Agreement”) with the County of Yuba (the “County”) and the Yuba County Water Agency (the “Agency”) related to certain Levee Fees, Builder Bonds and Special Taxes, as such terms are defined in the Workout Agreement; and

WHEREAS, in connection with the implementation of the Workout Agreement, the Authority needs the advice and assistance of bond counsel, and may need the assistance of disclosure counsel; and

WHEREAS, Attorneys have extensive experience in providing bond counsel and disclosure counsel services to public agencies in California; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement for Legal Services.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

Section 1. Duties of Attorneys. (a) Initial Bond Counsel Services. Attorneys, in their role as Bond Counsel, shall perform the following services as necessary in connection with Sections 2 and 3 of the Work Agreement:

(i) Assist Larsen Wurzel & Associates, Inc. (“LWA”) and NHA Advisors, LLC (“NHA”) in connection with the production of the Fee Study, as such term is defined in, and as contemplated by Sections 2.1, 2.2 and 2.3 of, the Workout Agreement, as may be requested by LWA.

(ii) Assist the Authority, together with LWA and NHA, in evaluating, preparing and implementing offers with owners of Builder Bonds, as such term is defined in, and as contemplated by Section 3.1 of, the Workout Agreement, consistent and in
compliance with the Tax Document, as such term is defined in and as described in Section 3.2 of the Workout Agreement, all in coordination, consultation and negotiation with representatives of the Agency and the County, as further described in and subject to the provisions of Section 3.3 and 3.4 of the Workout Agreement.

(iii) Assist the Authority in finalizing bond purchase offers and/or bond surrender/cancellation offers to owners of Builder Bonds, negotiating with such owners, and evaluating the final proposed terms of such offers; and, in coordination with the Executives (as such term is defined in the Workout Agreement) as may be required by Section 3.5 of the Workout Agreement, assist in the drafting of proposed contracts with owners of Builder Bonds.

(iv) Assist the Authority with the implementation of agreements with owners of Builder Bonds, as contemplated by Sections 3.7 and 3.8 of the Workout Agreement, including the drafting of any necessary certificates, receipts and other closing documents related to the purchase or cancellation of Builder Bonds and any needed notice of cessation of special tax.

(b) Bond Counsel Services Related to Issuance of Bonds. Attorneys, in the role as Bond Counsel, shall do, carry out and perform all of the following services as are necessary for the issuance of refunding bonds (the “Bonds”), as described in Section 4 of the Workout Agreement:

(i) Provide legal advice to the Authority, the Agency and the County (collectively, the “Public Agencies”) with respect to the issuance of each series of the Bonds and, in connection therewith, consult and cooperate with representatives of the Public Agencies, LWA, NHA, and any underwriter or other professional firms engaged by the Authority in the formulation of a coordinated financial and legal financing for each series of the Bonds.

(ii) Preparation of all legal proceedings deemed necessary or advisable by Attorneys for the authorization, issuance and delivery of each series of the Bonds, including preparation of (A) documentation required for the issuance of the respective series of the Bonds by the Authority, including a fiscal agent agreement and a resolution authorizing the issuance of the respective Bonds, and all documentation required to be executed by the Authority in connection with the delivery of each series of the Bonds to the respective purchasers thereof; (B) necessary California Debt and Investment Advisory Commission filings and other reports and documents required to be filed by the Authority in connection with the issuance of each series of the Bonds; (C) certificates, requisitions and other documents required in connection with the delivery of each series of the Bonds to the respective purchaser thereof; and (D) other proceedings of the Authority incidental to or in connection with the issuance, sale and delivery of each series of the Bonds.

(iii) Subject to the completion of proceedings to the satisfaction of Attorneys, providing a legal opinion (A) approving the legality of the proceedings of the Authority for the authorization, issuance and delivery of each series of the Bonds, and (B) stating
that interest on the respective Bonds is excludable from gross income of the owners of the related Bonds for federal income tax purposes and is exempt from State of California personal income taxation.

(iv) Legal consultation requested by any of the Public Agencies concerning any of the Bonds and any resolutions, certificates, agreements and other documents drafted by Attorneys relating to the authorization, issuance and delivery of any of the Bonds at any time following issuance of the Bonds.

(v) Attorneys shall perform such other and further services as are customarily performed by bond counsel on similar financings.

(c) Disclosure Counsel Services Related to Issuance of Bonds. Attorneys, in the role as Disclosure Counsel, shall provide legal services in connection with the preparation of an official statement to be used in connection with the offering and sale of any series of the Bonds to be publicly offered and a related continuing disclosure agreement. Such services shall include the following:

(i) Prepare the official statement (both preliminary and final) in connection with the offering of each series of the Bonds that is publicly sold.

(ii) Confer and consult with the officers and administrative staff of the Public Agencies as to matters relating to any such official statement.

(iii) Attend all meetings of the Board of Directors of the Authority and any administrative meetings at which any official statement is to be discussed, deemed necessary by Attorneys for the proper exercise of their due diligence with respect to an official statement, or when specifically requested by the officers of the Authority to attend.

(iv) Prepare a continuing disclosure agreement for each series of the Bonds that is publicly sold.

(v) Subject to the completion of proceedings to the satisfaction of Attorneys, provide a letter addressed to the Authority and to any underwriter of the respective series of the Bonds to the effect that, although Attorneys have not undertaken to determine independently or assume any responsibility for the accuracy, completeness or fairness of the statements contained in an official statement for a series of the Bonds, in the course of Attorney’s participation in the preparation of the respective official statement, Attorneys have been in contact with representatives of the Authority and others concerning the contents of such official statement and related matters, and based upon the foregoing, nothing has come to Attorneys attention to lead Attorneys to believe that the respective official statement (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion included therein, and information relating to The Depository Trust Company and its book-entry system, as to which Attorneys need express no view) as of the date of the official statement or the date of the closing for the related Bonds contains any untrue
statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(vi) Such other and further services as are normally performed by disclosure counsel on similar financings.

(d) Services Not Provided. Attorneys shall not be responsible for (i) compliance by the Authority with arbitrage rebate requirements under federal tax law, other than to render advice as to the legal interpretation of such requirements as set forth in the documents relating to any of the Bonds or any of the Builder Bonds, (ii) any audit or review of past compliance by the Authority with continuing disclosure undertakings related to its debt obligations, or (iii) the representation of any of the Public Agencies in connection with any litigation involving the Workout Agreement, the implementation of or any document referred to in the Workout Agreement, the Bonds or the Builder Bonds. Without limiting the generality of the foregoing, Attorneys shall not be responsible for preparing any calculations or documentation to establish compliance with such rebate requirements or otherwise for computing the amounts required to be rebated, for preparation or review of any continuing disclosure statements concerning prior debt obligations, or for providing any litigation services related to the Workout Agreement, the implementation of or any document referred to in the Workout Agreement, the Bonds or the Builder Bonds, in each case without a separate agreement between the Authority and Attorneys.

Section 2. Compensation. For the services listed in Section 1(a), Attorneys shall be paid at the hourly rate of $750.00. For the services in Section 1(b), Attorneys shall be paid a percentage fee, applied to the initial principal amount of each series of the Bonds issued, equal to the sum of: (a) one percent (1%) of the first $1 million principal amount of such series of the Bonds, plus (b) one-half percent (1/2%) of the next $5 million principal amount of such series of the Bonds, plus (c) one-quarter percent (1/4) of the remaining principal amount of such series of the Bonds; provided that Attorneys shall in any event be paid a minimum of $30,000 for any series of the Bonds. For the services listed in Section 1(c), Attorneys shall be paid a fee of $35,000 for each official statement and continuing disclosure agreement needed in connection with the offer and sale of any Bonds that are publicly sold. In addition, the Authority shall reimburse Attorneys for all out-of-pocket costs and expenses incurred by Attorneys in connection with their services hereunder for messenger and delivery services, photocopying, legal publication, out-of-state travel, and the cost of preparing transcripts of the proceedings for closing purposes.

Payment of said compensation for services described in Section 1(a) shall be paid following the submission of periodic invoices (not more often than monthly) by Attorneys to the Authority, from funds provided by the Agency as contemplated by Section 6.3 of the Workout Agreement. Payment of said compensation for the services described in Section 1(b) and 1(c) with respect to any series of the Bonds shall be entirely contingent upon the successful issuance of the respective series of the Bonds, and shall be payable solely from the proceeds of the respective series of the Bonds at the time of issuance of the Bonds, and from no other funds of the Authority or either of the other Public Agencies.
Section 3. Responsibilities of Authority. The Authority shall cooperate with Attorneys and shall furnish Attorneys with certified copies of all proceedings taken by the Authority and deemed necessary by Attorneys to render an opinion on the validity of each series of the Bonds. All costs and expenses of other consultants to the Authority or of the other Public Agencies related to offers to buy or cancel Builder Bonds, the purchase of Builder Bonds, recordings with the County Recorder required for the alteration or cessation of special tax levies, and all costs and expenses incurred incidental to the actual issuance and delivery of each series of the Bonds, including the cost and expense of preparing certified copies of proceedings required by Attorneys in connection with the issuance of such Bonds, the cost of all printing and publication costs, fees and expenses of parties other than Attorneys, costs and expenses of legal advertising and all other expenses incurred in connection with the issuance of such Bonds, shall be paid by the Authority from funds advanced by the Agency or from the proceeds of the respective series of the Bonds and shall not be the responsibility of Attorneys.

Section 4. Non-Legal Services. In performing their services as Bond Counsel and Disclosure Counsel pursuant to this Agreement, it is understood and acknowledged by the Authority that Attorneys will not be providing special tax consulting, municipal advisory, placement agent, investment banking or other similar services. It is expected that the Authority will engage other consultants to provide any such services with respect to the activities pursuant to the Workout Agreement or any Bonds.

Section 5. Termination of Agreement. This Agreement may be terminated at any time by the Authority with or without cause upon written notice to Attorneys. In the event of such termination, all finished and unfinished documents shall at the option of the Authority become its property and shall be delivered to the Authority by Attorneys.

Section 6. Amendment or Modification. No amendment, modification, or other alteration of this Agreement shall be valid unless in writing and signed by both of the parties hereto.

Section 7. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter of this Agreement. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties hereto with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Authority and Attorneys have executed this Agreement as of the date written alongside their signatures below.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Dated: ____________________, 2020 By: _________________________________

Paul Brunner,
Executive Director
August 18, 2020

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
Andrea Clark, General Counsel
SUBJECT TRLIA approval of Regional Flood Management Program (RFMP) Consultant Selections from recent TRLIA Request for Qualifications Solicitation

Recommendation Action
TRLIA approve the Selected Consultants identified in this staff report, and delegate the authority to the Executive Director to negotiate and execute contracts (as new or as modifications to existing contracts) with identified consultants.

Background
TRLIA has remained engaged as a Partner Agency in the Feather River RFMP since its inception. This RFMP is one of six in the Central Valley. The current round of funding will also include provisions for both direct and competitive funding to implement projects described in the Regional Flood Management Plan. This effort will also be utilized in conjunction with DWR to update the Central Valley Flood Protection Plan in 2022. Partner Agencies include Sutter Butte Flood Control Agency (SBFCA), Yuba Water Agency (YWA), and Marysville Levee Commission (MLC). An additional Partner Agency, Reclamation District 1001 (RD 1001), was included for this round of funding.

On August 20, 2019, the TRLIA Board of Directors took the following actions.
1) Approved Resolution authorizing TRLIA’s intent to participate in the Regional Flood Management Program (RFMP).
2) Authorized the Executive Director to apply for and execute a funding agreement with the Department of Water Resources (DWR) and to accept State funding under the RFMP.

On May 19, 2020, the TRLIA Board of Directors approved and the TRLIA Chairman signed the Feather Region Memorandum of Understanding (MOU) with the Partner Agencies. The MOU establishes a Coordinating Committee consisting of the five Partners Agencies to accomplish the RFMP tasks, and appoints TRLIA as the representative of the Coordinating Committee.

On June 10, 2020 the TRLIA Executive Directive signed the DWR RFMP funding Agreement. DWR executed the funding on July 1, 2020 for $1,050,000; the end date is June 30, 2023.

Discussion
Funding recipients under a Regional Flood Management Planning (RFMP) agreement with the Department of Water Resources (DWR) are required to follow procedures outlined in the Department of General Services’ (DGS) State Contracting Manual. The State Contracting Manual requires public bidding procedures for subcontracting work unless there is a legally authorized basis for bid exemption. (State Contracting Manual, Section 5.05, citing Public Contract Code, § 10340(a).) In order to ensure TRLIA complies with the State Contracting Manual requirements; TRLIA issued a Request for Qualifications on July 6, 2020, which identified multiple skill sets needed for the following Ten (10) RFMP tasks: 1) Project Management; 2) Communication; 3) Feather River RFMP updates to the State 2022 update; 4)
Financial Planning and Funding support; 5) Regional Governance; 6) Multi Benefit Projects & Performance Metric Tracking; 7) Regional Climate Resilience; 8) Institutional Barriers & Improvements; 9) NFIP Related Activities; 10) Region Specific Activities.

The following eleven consultants responded to the Solicitation: CEBC; ECORP; LWA; Peterson Brustad; MBK; FlowWest; Jacobs; Kim Floyd Communications KSN; Kearns & West; and GEI. All submittals were found to be responsive.

On July 27, 2020 members from the Coordinating Committee met and reviewed the eleven RFQ submittals with the 10 tasks that will be performed. All the consultants were deemed equally qualified for the work that they applied to do under this solicitation. The deciding factor for the Committee members was the consultants’ past experience, specifically within the Feather Region. The Coordinating Committee members screened each submittal against the RFMP tasks and determined which consultants would be best qualified to do the work for each task as reflected on the attached table. The following Consultants are recommended for TRLIA RFMP contracts with specific tasks highlighted.

- ECORP Consulting, Inc. – Task 6
- LWA, Inc. – Task 4
- Peterson Brustad Inc. – Task 2, 4, 6, 7, 8, and 10
- MBK Engineers – Task 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10
- FlowWest – Task 6, and 10
- Jacobs – Task 3, 7, and 10
- Kim Floyd Communications – Task 2, and 9

**Fiscal Impact**

Funding for this work is 100% funded by DWR.

Attachment

Proposed Selected RFMP Consultants
# Proposed Selected Feather River Round 3 RFMP Consultants

## Attachment 1

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Project Lead</th>
<th>Task 1 Project Mgt</th>
<th>Task 2 Communication</th>
<th>Task 3 RFMP Activity Updates - 2022 Update</th>
<th>Task 4 Financial Planning and Funding support</th>
<th>Task 5 Regional Governance</th>
<th>Task 6 Multi Benefit &amp; Performance Tracking</th>
<th>Task 7 Regional Climate Resilience</th>
<th>Task 8 Institutional Barriers &amp; Improvements</th>
<th>Task 9 NFIP Related Activities</th>
<th>Task 10 Region Specific Activates</th>
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<td>Seth Wurzel</td>
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<td>3 Peterson-Brustad</td>
<td>Chris Fritz</td>
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<td>4 MBK</td>
<td>Tom Engler</td>
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<td>5 FlowWest</td>
<td>Paul Frank</td>
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<td>6 Jacobs</td>
<td>Minta Konieczki</td>
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Note: The table indicates the tasks each consultant is responsible for, with an 'X' marking their involvement.
August 18, 2020

TO: Three Rivers Levee Improvement Authority Board

FROM: Paul Brunner, Executive Director

SUBJECT: Pacific Gas & Electric actions in support of the Goldfields 200 Project

Recommended Action
Adopt resolution (Attachment 1) granting (a) Executive Director authority to negotiate, sign, and execute easements to Pacific Gas & Electric across lands owned by TRLIA, and (b) ratifying contract with PG&E to modify and/or relocate electrical facilities in support of the Goldfields 200 project.

Background
As part of the Goldfields 200 project, TRLIA acquired several residential parcels waterward of the new levee. Electrical service to the acquired parcels has been disconnected, but permanent relocations are required to retain services to parcels farther north and waterward of the new levee (i.e., parcels owned by Triangle between the levee ROW and the Goldfields). These relocations are required to construct the project and meet State levee design standards. Attachment 2 shows the general area and parcels affected. Additionally, temporary modifications are required to physically allow for construction of the Goldfields 200 project.

Discussion
Both temporary and permanent modifications and/or relocations are required for construction. These are scheduled to begin August 20th. In order to perform these modifications, PG&E requires execution of an agreement to perform the work. (Attachment 1, Exhibit B). Following review by TRLIA staff, including counsel, the Executive Director executed this agreement on August 13th in order to allow for the work scheduled for August 20th to proceed. The resolution ratifies this contract.

In addition to the PG&E contract, PG&E anticipates the need for six easements and one easement relocation for parcels located within the “Residential Triangle” acquired by TRLIA as part of the GF200 project. A separate easement is required for each parcel, and an existing easement on one parcel will be relocated. Attachment 2 shows the general area and parcels affected. Additional easements or easement modification may be required.
Pending receipt of the easements from PG&E, TRLIA staff will review for compatibility with the levee project. The resolution provides the Executive Director the authority to negotiate the terms of the easement as required, sign, and execute the easement. Attachment 1, Exhibit A provides an example of the easements.

**Fiscal Impact**
The modification and relocation of PG&E facilities is estimated to cost $570,858. This cost is included in the project estimates and is cost-shared under the GF200 UFRR funding agreement with the State at an 85% State and 15% TRLIA ratio. TRLIA has its portion of the cost-share available to pay PG&E.

**ATTACHMENT**
1 – Resolution w/exhibits
   Exhibit A. Easement Form
   Exhibit B. Agreement
2 – Figure
RESOLUTION NO. 2020-___

A RESOLUTION BY THE BOARD OF DIRECTORS OF
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
RELATED TO THE GRANTING OF EASEMENTS TO THE PACIFIC GAS AND
ELECTRIC COMPANY, AND DELEGATING AUTHORITY TO EXECUTIVE
DIRECTOR TO EXECUTE RELATED DOCUMENTS

WHEREAS, as part of its Goldfields Project Three Rivers Levee Improvement Authority (“TRLIA”) has acquired several residential parcels, the “Properties”; and

WHEREAS, the Pacific Gas and Electric Company (“PG&E”) has advised TRLIA that in order to accommodate TRLIA’s Goldfields Project, it will need to modify and/or relocate facilities to ensure continued service to parcels north of the Properties, and these relocations are required to meet State levee design standards; and

WHEREAS, PG&E has requested six easements over the Properties and one easement relocation in order to provide PG&E with the rights to relocate and maintain existing overhead electric facilities, and may request additional easements to facilitate the project; and

WHEREAS, PG&E has requested that TRLIA cover the costs that PG&E will incur in modifying and/or relocating facilities, which TRLIA’s Executive Director executed on August 13, 2020 in order to allow for such work to proceed in a timely manner.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of the Three Rivers Levee Improvement Authority hereby approves and/or ratifies execution by the Executive Director of the following: (a) the grant of easements over the Properties to PG&E in substantially the form attached hereto as Exhibit A; (b) the modification and/or relocation of existing easement agreements with PG&E necessary to facilitate the Goldfields Project; and (c) the agreement with PG&E to perform the work (Exhibit B).

2. The Board hereby authorizes and directs the Executive Director, on its behalf, to carry out the actions listed in Section 1 above, including but not limited to the negotiation and execution of easements and/or modifications thereto, and execution and implementation of the agreement with PG&E to perform the work, all upon review and approval of counsel.
PASSED AND ADOPTED this 18th day of August, 2020, by the Board of Directors of Three Rivers Levee Improvement Authority by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Chairperson

ATTEST: RACHEL FERRIS, CLERK OF THE BOARD

______________________________
APPROVED AS TO FORM: GENERAL COUNSEL
ANDREA P. CLARK
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a joint powers authority composed of Yuba County and Reclamation District 784,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the unincorporated area of the County of Yuba, State of California, described as follows:

(APN : 018-180-066)

The parcel of land described in the deed from Theresa Gallier to Three Rivers Levee Improvement Authority dated March 25, 2020 and recorded as Document No. 2020-005606, Yuba County Records.

The easement area is described as follows:

The strip of land of uniform width of 30 feet, lying 15 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee’s Drawing labeled Exhibit “A” attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.
Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: __________________, _______.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a joint powers authority composed of Yuba County and Reclamation District 784,

By: _____________________________

By: _____________________________

I hereby certify that a resolution was adopted on the ___ day of ________, 20___, by the
authorizing the foregoing grant of easement.
By: _____________________________
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of __________________________

On __________________________, before me, __________________________ Notary Public,
personally appeared __________________________,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

__________________________________________________________ (Seal)
Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other __________________________
Utility Distribution Easement (02/2020)
Attach to LD: 2115-04-10030
Area, Region or Location: 6
Land Service Office: Chico
Line of Business: Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: 21.15.04.13.11,
FERC License Number: N/A
PG&E Drawing Number: A-15-4-13
Plat No.: O26
LD of Affected Documents: N/A
LD of Cross Referenced Documents: N/A
Type of interest: Electric Pole Line Easements (3), Utility Easement (86)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 35109853
JCN: N/A
County: Yuba
Utility Notice Number: N/A
851 Approval Application No: N/A ;Decision: N/A
Prepared By: RQ1N
Checked By: RVML
Approved By: N/A
Revised by: N/A
EXHIBIT "A"

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
DOCUMENT NO. 2020-004394
APN 018-180-078

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
DOCUMENT NO. 2019-016751
APN 018-180-079

APPROXIMATE CENTERLINE 30' WIDE PG&E CO EASEMENT
115' +/-

37.5' +/-

RIGHT OF WAY

EXISTING PG&E CO POLE LINE

EXISTING POLE LINE

PROPOSED POLE

EXISTING POLE

SUBJECT PARCEL LINE

PARCEL LINE

EASEMENT

EXISTING POLE LINE

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

Applicant:

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Scale

1" = 40' 7/30/20

Date

SECTION 13

TOWNSHIP 15N

RANGE 4E

MERIDIAN MDM

COUNTY OF: YUBA

F.B.: A9CO

DR. BY.: A9CO

CH. BY.: RVML

CITY OF: N/A

PLAT MAP REFERENCES 026

N/A

PG&E

N. VALLEY DIVISION

35109853

AUTHORIZ

A-15-4-13

DRAWING NO.
AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

3. The location and requested work are described as follows:

LOCATION: See Exhibit A - Construction Drawing (2 pages) attached. Project Order Number #35109853. Work will take place at the corner of Hammonton Smartville Rd & Brophy Rd, and then between Road 1034 east to APN 018-180-079-000, 3943 Hammonton Smartville Rd.

DESCRIPTION OF WORK: Relocate and remove existing overhead electric distribution facilities to accommodate new levee construction at the aforementioned location. Electric distribution conductors may need to be temporarily removed and then reconnected to allow for larger construction equipment to operate and pass through underneath. See Exhibit A - Construction Drawing (2 pages) attached.

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of five hundred seventy thousand, eight hundred fifty-eight dollars ($570,858.00).

Upon completion of requested work, ownership shall vest in:

☐ PG&E  ☐ Applicant

Executed this 12th day of August 2020.

This agreement is effective when accepted and executed by PG&E.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Applicant

PACIFIC GAS AND ELECTRIC COMPANY

Authorized by (Print)

Signature

EXECUTIVE DIRECTOR

Title

8/12/2020

Date

Mailing Address:

114 YABA STREET, SUITE 218
MARYSVILLE, CA. 95901

#Automated Document, Preliminary Statement, Part A
ATTACHMENT 2 – General Location of PG&E Facilities being modified