



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AGENDA

JANUARY 3, 2006

**Yuba County Government Center
Board of Supervisors' Chambers
915 Eighth Street, Suite 109A
Marysville, California**

Unless otherwise indicated

3:30 P.M. I

CALL TO ORDER

II **ROLL CALL** – Directors Rick Brown, Mary Jane Griego, Dan Logue, Richard Webb

III **ELECTION OF OFFICERS** (Conducted by the Secretary)

A. Chairman

B. Vice-chairman

IV **ACTION ITEMS**

A. Receive information on Yuba River Test Trench results. (No background material)

B. Receive report on change order negotiations relative to setback levee project (Envirocon, Inc.).
(*No background material*)

C. Approve minutes of the regular meeting of December 6 and 13, 2005.

D. Authorize retention of Don Peterson for legislative advocacy.

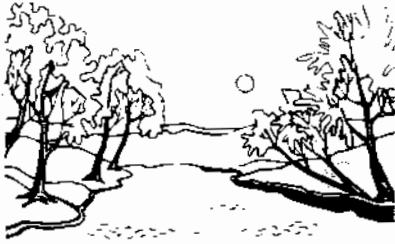
E. Adopt resolution providing special indemnification to the State of California Department of Water Resources/Grant Agreement No. 4600004326.

F. Adopt resolution providing special indemnification to the State of California Department of Water Resources/Grant Agreement No. 4600004327.

V **BOARD AND STAFF MEMBERS' REPORTS**

VI **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Levee Improvement Authority and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes.

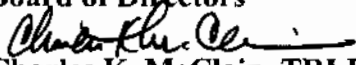
VI **ADJOURN**



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

DATE: January 3, 2006

TO: Board of Directors

FROM: 
Charles K. McClain, TRLIA Executive Director

SUBJECT: Legislative advocate

Recommended Action: Authorize the Executive Director to execute an agreement with Don Peterson for legislative advocacy services in an amount not to exceed \$1,000.00 per month.

Background: TRLIA is actively searching for new funding sources for the completion of the Phase 4 project work. Several funding bills and ballot proposals are being considered by the state and Federal governments. Active participation on a daily basis in the legislative process is critical to pursuing these new funding sources.

Discussion: Don Peterson currently is the legislative advocate for the County of Yuba and the Yuba County Water Agency. He is a resident of the county and is intimately familiar with our history and current circumstances. He has served in local government as an elected official (County Supervisor, Humboldt County) and is well respected in state and local government circles throughout California. Daily contact and intimate knowledge of the inner workings of the legislature and administration is crucial to successfully shepherding items through the process. Mr. Peterson is experienced and successful in the capitol arena.


Fiscal Impact: The Professional Services line item in the current Budget is sufficient to cover this cost.



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Government Center
915 Eighth Street, Suite 115
Marysville, CA 95901-5273

Telephone: (530) 749-7575 Fax: (530) 749-7312

Date: January 3, 2006
To: TRLIA Board of Directors
From: 
Charles K. McClain, Executive Director
Subject: Special Indemnification for the State of California, Department of Water Resources

Recommendation

Approve the attached resolution providing special indemnification to the State of California, Department of Water Resources.

Background/Discussion

On October 18, 2005, Three Rivers Levee Improvement Authority entered into an agreement with the State of California, Department of Water Resources, for an implementation grant for Phase II Levee Repairs Element of the Yuba-Feather Supplemental Flood Control Project, Grant Agreement No. 4600004326.

Section 11 of the agreement states: In addition to agreeing to the condition set forth under Article A-18 and before any funds are disbursed under this Grant Agreement, the Local Public Agency must provide assurances that the County of Yuba and Reclamation District No. 784 have also agreed to defend, indemnify and hold the State, including its agencies, departments, boards, and commissions, and their respective officers, agents, employees, successors and assigns, safe and harmless of and from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, that directly or indirectly arise out of the performance under this Grant Agreement, and to discharge this obligation to the extent allowed by law. This does not preclude the Local Public Entity or its member agencies from contracting to apportion indemnity and the responsibility to defend amongst themselves, but such apportionment shall not limit the rights of the State to full defense and indemnification from these parties.

The County of Yuba Board of Supervisors and the Board of Directors of RD # 784 are considering similar resolutions at their regular meetings today.

Fiscal Impact

No immediate impact to the Authority.

**BEFORE THE BOARD OF DIRECTORS
OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY**

IN RE:)
)
 RESOLUTION PROVIDING) **RESOLUTION NO.**
 INDEMNITY TO THE STATE OF)
 CALIFORNIA, DEPARTMENT OF)
 WATER RESOURCES)
 _____)

WHEREAS, the Three Rivers Levee Improvement Authority, herein after referred to as TRLIA, is desirous of improving levee protection in the County of Yuba; and,

WHEREAS, it has been determined that certain State Grant Funds are available to assist in levee repairs; and,

WHEREAS, in order to obtain the grant funds, the TRLIA is required by the State to indemnify it as set forth below; and,

WHEREAS, the urgent need for the grant funds outweighs questioning the State's authority to require indemnification at this time; and,

WHEREAS, indemnification provisions substantially similarly to those set forth below are commonly part of other grants and contracts involving the TRLIA.

NOW, THEREFORE, BE IT RESOLVED:

1. The foregoing recitals are found to be true and correct.

2. The TRLIA agrees to defend, indemnify and hold the State of California, including its agencies, departments, boards and commissions, and their respective officers, agents, employees, successors and assigns, safe and harmless of and from all claims and damages arising out of the Project, and to discharge this obligation to the extent allowed by law. "Project" shall mean that described in Grant Agreement No. 4600004326--Grant Agreement between the State of California, Department of Water Resources and TRLIA for an implementation grant for Phase II levee repairs element of the Yuba-Feather Supplemental Flood Control Project. Work performed by TRLIA on the subject levees shall be deemed part of the Project, even if not authorized by Permit. Nothing herein shall preclude the County, TRLIA, and RD 784 from contracting to apportion indemnity and the responsibility to defend amongst themselves, but such apportionment shall not limit the rights of the State of California to full defense and indemnification from these three parties.

BE IT FURTHER RESOLVED that Charles K. McClain, TRLIA Executive Director, is authorized to execute any and all documents desirable or necessary to comply with this Resolution.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the
TRLIA, State of California on the ____ day of _____, 2006 by the
following vote:

AYES:

NOES:

ABSENT:

_____ CHAIRMAN

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Directors

By:


APPROVED AS TO FORM

_____ DANIEL G. MONTGOMERY
COUNSEL



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Government Center
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Marysville, CA 95901-5273
Telephone: (530) 749-7575 Fax: (530) 749-7312

Date: January 3, 2006
To: TRLIA Board of Directors
From: 
Charles K. McClain, Executive Director
Subject: Special Indemnification for the State of California, Department of Water Resources

Recommendation

Approve the attached resolution providing special indemnification to the State of California, Department of Water Resources.

Background/Discussion

On October 18, 2005, Three Rivers Levee Improvement Authority entered into an agreement with the State of California, Department of Water Resources, for an implementation grant for Unit 1 of the Bear-Feather Rivers Levee Setback Element of the Yuba-Feather Supplemental Flood Control Project, Grant Agreement No. 4600004327.

Section 11 of the agreement states: In addition to agreeing to the condition set forth under Article A-18 and before any funds are disbursed under this Grant Agreement, the Local Public Agency must provide assurances that the County of Yuba and Reclamation District No. 784 have also agreed to defend, indemnify and hold the State, including its agencies, departments, boards, and commissions, and their respective officers, agents, employees, successors and assigns, safe and harmless of and from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, that directly or indirectly arise out of the performance under this Grant Agreement, and to discharge this obligation to the extent allowed by law. This does not preclude the Local Public Entity or its member agencies from contracting to apportion indemnity and the responsibility to defend amongst themselves, but such apportionment shall not limit the rights of the State to full defense and indemnification from these parties.

The County of Yuba Board of Supervisors and the Board of Directors of RD #784 are considering similar resolutions at their meetings today.

Fiscal Impact

No immediate impact to the Authority.

**BEFORE THE BOARD OF DIRECTORS
OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY**

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WHEREAS, indemnification provisions substantially similarly to those set forth below are commonly part of other grants and contracts involving the TRLIA.

NOW, THEREFORE, BE IT RESOLVED:

1. The foregoing recitals are found to be true and correct.

2. The TRLIA agrees to defend, indemnify and hold the State of California, including its agencies, departments, boards and commissions, and their respective officers, agents, employees, successors and assigns, safe and harmless of and from all claims and damages arising out of the Project, and to discharge this obligation to the extent allowed by law. "Project" shall mean that described in Grant Agreement No. 4600004327--Grant Agreement between the State of California Department of Water Resources and TRLIA for an Implementation Grant for Unit One of the Bear-Feather Rivers Levee Setback Element of the Yuba-Feather Supplemental Flood Control Project. Work performed by TRLIA on the subject levees shall be deemed part of the Project, even if not authorized by Permit. Nothing herein shall preclude the County, TRLIA, and RD 784 from contracting to apportion indemnity and the responsibility to defend amongst themselves, but such apportionment shall not limit the rights of the State of California to full defense and indemnification from these three parties.

BE IT FURTHER RESOLVED that Charles K. McClain, TRLIA Executive Director, is authorized to execute any and all documents desirable or necessary to comply with this Resolution.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the
TRLIA, State of California on the ____ day of _____, 2006 by the
following vote:

AYES:

NOES:

ABSENT:

_____ CHAIRMAN

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Directors

By:

APPROVED AS TO FORM

_____ DANIEL G. MONTGOMERY
TRLIA COUNSEL