

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AGENDA DECEMBER 12, 2006

Yuba County Government Center
Board Chambers
915 Eighth Street, Suite 109A
Marysville, California

Unless otherwise indicated

- 2:00 P.M. I **ROLL CALL** – Directors Rick Brown, Jerry Crippen, Mary Jane Griego, Dan Logue, Richard Webb
- II **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.
- III **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
- A. Approve minutes of the special meeting of November 28, 2006.
- B. Approve membership to the California Central Valley Flood Control Association, authorize payment of dues in the amount of \$4,000, and appoint Executive Director as representative.
- C. Cancel regular meeting of January 2, 2006. *(No background material)*
- IV **ACTION ITEMS**
- A. Adopt amended Conflict of Interest Code.
- B. Approve first amendment to agreement with Handen Company in the amount of \$238,600 for construction management and authorize the Chairman to execute upon review and approval of Counsel.
- C. Approve third amendment to agreement with EIP Associates in the amount of \$185,000 for environmental project management and authorize the Chairman to execute upon review and approval of Counsel.
- D. Approve amendment 11 to agreement with MBK Engineers in the amount of \$707,980 for project management and hydraulic analysis and extending term to December 31, 2007 and authorize the Chairman to execute upon review and approval of Counsel.
- E. Approve lobbying contract with Peterson Consulting Inc. in the amount of \$60,000 and authorize the Chairman to execute.
- V **BOARD AND STAFF MEMBERS’ REPORTS**
- VI **CLOSED SESSION**
- Personnel pursuant to Government Code §54957 – Executive Director Evaluation
- VII **ADJOURN**

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

NOVEMBER 28, 2006 – SPECIAL MEETING

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 9:32 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Mary Jane Griego, Dan Logue. Director Richard Webb was absent. Also present were Executive Director Paul Brunner, Chief Deputy County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Ellen DeLemos. Vice-chairman Logue presided.

ACTION ITEMS

A. Cash Flow Schedule: Executive Director Paul Brunner recapped resolution regarding cash flow for setback levee funding and responded to Board inquiries. Upon motion of Director Griego, seconded by Director Brown, and carried with Director Webb being absent, the Board adopted Resolution No. 06-13, which is entitled: "A RESOLUTION BY THREE RIVERS LEVEE IMPROVEMENT AUTHORITY ADOPTING A NEW CASH FLOW SHCEDULE SETTING FEBRUARY 28, 2007 AS THE DATE FOR THE SECOND CAPITAL CALL."

ADOPT
RESOLUTION
NO. 06-13

Mr. Seth Merewitz, Plumas Lake Landowners Group, spoke in support of the resolution.

RECESS

The Board recessed at 9:38 a.m. and reconvened at 2:30 p.m. with all Board and staff members present as indicated above including Director Webb. Also present was at-large Director Jerry Crippen. Director Mary Jane Griego was absent.

ACTION ITEMS CONTINUED

B. Economic and Planning Systems, Inc./Amendment: Executive Director Paul Brunner and Mr. Seth Wurzel, Economic and Planning Systems, Inc. recapped funding agreement with Economic and Planning Systems, Inc to provide technical support and responded to Board inquiries.

Upon motion of Director Logue, seconded by Director Crippen, and carried with Director Griego being absent, the Board approved an amendment to agreement with Economic and Planning Systems, Inc. in the amount of \$70,000 to provide technical support for the administration of the Second Funding Agreement for advanced funding and reimbursement of costs for levee improvements and authorized the Executive Director to execute upon review and approval of County Counsel.

CONSENT AGENDA

Upon motion of Director Logue, seconded by Director Brown, and carried with Director Griego being absent and Director Crippen abstaining, the Board approved the minutes of the regular meeting of November 14, 2006 as written.

BOARD AND STAFF MEMBERS' REPORTS

Reports were received from the following:

Executive Director Paul Brunner:

- Monitoring of Bear River Setback levee floodway
- Financial audit and preparation of financial statements
- Consulting Services with Center for Natural Lands Management regarding the Bear River Setback
- Yuba River Phase Four - Bear River project status
- Relocation of administration office
- Reclamation Board update regarding 200 year protection on the Yuba River

Following Board discussion, Chairman Webb formed an Advisory committee appointing Director Crippen and himself to review financial audit request for proposals.

Director Logue:

- Welcomed Jerry Crippen as new Director

Director Webb:

- Pump station 2, 3, and 4 update
- Gates and signs to be placed at Bear River access roads
- Next meeting December 12, 2006 at 2:00 p.m.

Chief Deputy County Counsel Angil Morris-Jones:

- Consider cancellation of January 2, 2007 meeting

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 3:00 p.m. by Chairman Webb.

Chairman

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

Approved: _____



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Government Center
915 Eighth Street, Suite 115
Marysville, CA 95901-5273
(530) 749-7841 (530) 749-7884 Fax

December 12, 2006

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *PJB*
SUBJECT: TRLIA Membership in the California Central Valley Flood Control Association

Recommended Action: To authorize the Executive Director of TRLIA to join The California Central Valley Flood Control Association for an approximate cost of \$4,000 per year for membership.

Background: The CCVFCA was formed in 1926 to promote a common interest in maintaining effective flood control systems for protection of life, property and environmental values. CCVFCA proposes and monitors legislation at the State and Federal levels that affect flood control efforts of its members. They work closely with State and Federal Agencies to assure that their members' needs are considered in policies, rules and regulations. CCVFCA has been an effective advocate for its members' interests at several different government levels. Membership in this organization will improve TRLIA's access and impact on important flood control laws and regulations.

Update: An application has been submitted for TRLIA membership in the California Central Valley Flood Control Association. The Executive Director will be TRLIA's representative to the Association.

Fiscal Impact: Annual Membership Dues would be approximately \$4,000.

CALIFORNIA CENTRAL VALLEY FLOOD CONTROL ASSOCIATION

Serving the Flood Control Community since 1926

910 K STREET, SUITE #310, SACRAMENTO, CA 95814-3577

PHONE (916) 446-0197 FAX (916) 446-2404 E-Mail dick@cvflood.org

RECEIVED
OCT 25 2006

Mike Hardesty - President
Richard E. Marshall - Executive Director

OFFICERS
William D. Darale - Vice President
Scott Shapiro - Attorney

Kenneth A. Ruzich - Treasurer
Joseph Countryman - Engineer

October 23, 2006

Paul Brunner, Executive Director
Three Rivers Levee Improvement Authority
915 8th Street, Suite 115
Marysville, CA 95901


Dear Mr. Brunner:

Greetings! If you are a Flood Control Agency and are not in this Association, I would ask that you read this short letter. If you are not in the flood control business, feel free and without guilt to throw this letter in the garbage.

We were organized nearly 80 years ago to look after the collective interests of our member agencies at the State Capitol regarding flood control legislation. We advocate on behalf of our members. Last year, making a key decision to leverage our members' strengths, the Association retained Reeb Government Relations to lobby at the State level in support of our flood control interests. This successful effort has produced positive results for the membership. Through this association, Bob Reeb is available to represent you.

Never has there been a more important time to join together. The public interest in flood control issues is tremendous. The programs being promoted are predominantly good programs. Through this office and Reeb Government Relations, we monitor and coordinate with the state and federal legislators and policymakers concerning good and bad policies.

I most strongly encourage your district to join the Association. We are doing a

BOARD OF DIRECTORS

Lewis Bair, Grimes
Stain Buer, Sacramento
Paul Devereux, Sacramento
Neil Hamilton, Rio Vista
Alex Hildebrand, Manteca
Henry N. Kuechler, Menlo Park
Herbert Niederberger, Sacramento
Kenneth Ruzich, West Sacramento
Keith Whitener, Walnut Grove

Ron Baldwin, Stockton
Donald Cecil, Willows
Tom Ellis, Grimes
Mike Hardesty, Dixon
Mary Hildebrand, Manteca
Steve Melto, Walnut Grove
Jerry Robinson, Stockton
Max Sakato, Robbins

Dave Brent, City of Sacramento
William Darale, Woodbridge
Larry Gardiner, Isleton
Les Heringer, Chico
Charles Kelly, Stockton
Chris Neudeck, Stockton
Tom Rosten, Tracy
Richard Webb, Marysville

tremendous job on behalf of all flood control districts on legislative matters, promoting the good and opposing the bad. We are pleased when officials call us for endorsement or opinions on proposed legislation.

Our dues are modest considering that we bring to you the legal and engineering support of Downey Brand and MBK, Inc., as well as a cadre of the best minds in the flood control business – the managers and board members of our member agencies. I submit to you and your fellow board members that you should be included in this group. We need your knowledge and want to count you on our roster of those represented. Districts can either try to make an impact on their own or have us make that effort for them. I believe we are the group to represent you. You have already been the recipient of our efforts and we seek your support.

We will follow up to answer any questions that you may have and we strive always to effectively deliver value when representing our members on flood control issues and legislation. Your dues, which support these efforts, are not taken for granted.

I look forward to hearing from you.

Sincerely,



Richard E. Marshall
Executive Director

REM:mls

Enclosed: Membership Application
 Chart of 2005-2006 Legislation

Membership Application

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Name of Organization

915 EIGHTH STREET, SUITE 115

Address

MARYSVILLE, CA 95901

City State Zip Code

530-749-7841 530-749-7884

Phone Fax

Number of Acres in District 29000

PAUL G. BRUNNER PE

Name of Person Representing Your Organization

EXECUTIVE DIRECTOR

Title

915 EIGHTH STREET SUITE 115

Address

MARYSVILLE, CA 95901

530-749-5679 530-749-7884

Phone Fax

PBRUNNER@CO.YUBA.CA.US

Email

STAY INFORMED ON CALIFORNIA FLOOD CONTROL

Reason for joining legislation

Date _____ Signature _____

Please submit to:

California Central Valley Flood
Control Association (CCV/FCA)

910 K Street, Suite 310

Sacramento CA 95814

Fax (916) 4462404

Your application will be forwarded to the Board of Directors for consideration at its next regularly scheduled meeting. You will be sent a notice on the status of your application (along with an invoice for dues, if applicable) shortly after the Board meeting.

CALIFORNIA
CENTRAL VALLEY
FLOOD CONTROL
ASSOCIATION

Promoting effective flood
control systems for protection of life,
property and environmental values

CALIFORNIA CENTRAL VALLEY FLOOD CONTROL ASSOCIATION

910 K Street, Suite 310, Sacramento CA 95814

Phone: (916) 446-0197 Fax: (916) 446-2404

Email: dick@ccvlood.org

Who We Are

The Association was formed on June 26, 1926 to promote the common interest in maintaining effective flood control systems for protection of life, property and environmental values.

We strive to

Promote positive public and governmental attitudes towards the needs and problems of the membership

Notify member agencies to facilitate legal compliance

Lobby actions by the State and U.S. Legislatures, State and Federal Agencies, and other entities to assure consistency with the maintenance of effective flood control systems

The Association is governed by a Board consisting of 28 Directors representing all geographic areas of the association. Board meetings are held four times annually.

Members and the general public are invited and encouraged to attend our yearly Membership Luncheon, which features guest speakers and presentations on timely flood control topics. This meeting also serves as the annual business meeting for members of the Association.

An Executive Committee composed of the officers and two at-large members is authorized to conduct business between Board meetings and daily operations are overseen by our Executive Director Richard Marshall. Our offices are located in downtown Sacramento.

What We Do

Legislative We propose and monitor legislation at the State and Federal levels that could affect our members. We draft and seek support for legislation needed by members to carry out objectives.

Policy & Regulation Development We work closely with State and Federal Agencies to assure that our members' needs are considered in policies, rules and regulations before they are written and regularly participate in Reclamation Board activities. We support and pursue the design and construction of economically sustainable flood control facilities.

Project Operations & Maintenance We assist our members, as well as Federal, State and local interests to assure that flood control projects are operated and maintained as specified. We work with all interests to identify flood control deficiencies and needs, pursuing actions necessary to correct such deficiencies. We support continued and new funding for flood control facilities and activities. We seek improved flood control operation by increasing coordination among Federal, State and local agencies. We advocate for the development and use of new materials, methods and technology to improve flood protection and sustain the environment values within the system.

Communication We provide information regarding legislation, regulations, policies and other activities on flood control issues to our members through email, bulletins, reports, and newsletters. We participate in briefings, meetings and tours to emphasize the benefits of existing and the need for future flood control projects.

How You Can Belong

Membership is open to all interests in the reclamation, flood control, levee and drainage districts, political subdivisions, public corporations, owners of record and associates. Any person, corporation, or organization interested in flood control may become an Associate Member.

Annual Membership Dues have been set as follows:

Reclamation Districts	\$ 1365 per acre
Maximum	\$5,940
Minimum (under 500 acres)	\$ 172
(over 500 acres)	\$ 314
Regional Agencies	\$ 1365 per acre
Cities and Counties	\$1,201
Associates	\$ 882

Members may also be charged a special assessment fee in order to cover the costs of a professional lobbyist, special engineering projects and additional legal counsel, as required.

Interested parties are invited to fill out the attached Membership application and mail it to

California Central Valley
Flood Control Association
910 K Street, Suite 310
Sacramento CA 95814

If you have any questions or would like more information about our organization, please feel free to contact Executive Director Richard Marshall at (916) 446-0197 or dick@cvflood.org.

OFFICE OF YUBA COUNTY COUNSEL



MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: ANGIL MORRIS-JONES, CHIEF DEPUTY COUNTY COUNSEL *AMJ*

DATE: DECEMBER 12, 2006

SUBJECT: Adoption of the Amended Conflict of Interest Code.

Recommendation: Adopt the Amended Conflict of Interest Code, and direct the Clerk of the Board to forward same to the BOS for publication, public hearing and for approval.

Discussion/Justification:

Government Code section 87300 et seq. requires each local agency to adopt and promulgate a conflict of interest code and to periodically update the code to reflect the changes that occur within the organization.

The attached amendment reflects the staffing changes within the Authority. However, an amendment to an Authority's conflict of interest code is not effective until after it has been approved by the code reviewing body.

Therefore, after your adoption of the amended Conflict of Interest Code same is required to go to the BOS as the code reviewing body. Upon receipt the Clerk to BOS shall set the matter for the BOS' approval after she has published notice of the public hearing.

Fiscal Impact: None

**CONFLICT OF INTEREST CODE FOR
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
(2006)**

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations, Section 18730, which contains the terms of a standard conflict of interest code. The regulation can be incorporated by reference and may be amended by the Fair Political Practices Commission, after public notice and hearings, to conform to amendments to the Political Reform Act. Therefore, the terms of 2 California Code of Regulations, Section 18730, and any amendments thereto duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the attached Appendices in which officers, employees and consultants are designated and disclosure categories are set forth, constitute the conflict of interest code of the Three Rivers Levee Improvement Authority, County of Yuba, State of California.

Recognizing that different positions have different levels of

power and responsibility, this Conflict of Interest Code establishes categories of disclosure to which positions are assigned based on the scope of their decision making authority. Positions with no significant decision making responsibility are classified as exempt and are not required to file statements under this Code.

The job titles of the officers, employees, and consultants of this governmental entity and the categories to which they are assigned are set forth in Appendix A attached hereto and incorporated herein by reference. The specific disclosure and reporting requirements of each category are set forth in Appendix B attached hereto and incorporated herein by reference.

Consultants are also subject to the disclosure requirements of this conflict of interest code if they are in a position to make decisions or influence decisions that could have an effect on their financial interest.

Designated employees shall file statements of economic interest with the Yuba County Clerk before April first of each year. The Yuba County Clerk shall make the statements available for public inspection and reproduction when appropriate pursuant to Government Code section 81008.

In any event, all Authority officers, employees and agents are disqualified and shall not make, participate in making or in any way attempt to use his or her official position to influence the making of any governmental decisions which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, upon such officer, employee or agent, or a member of his or her immediate family.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

CONFLICT OF INTEREST CODE

APPENDIX “ A”

Members of the Board of Directors 1, 2, 3
Executive Director 1, 2, 3
Assistant Executive Director 1, 2, 3
Administrative Asst/Secretary Exempt
Consultants 4

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

CONFLICT OF INTEREST CODE

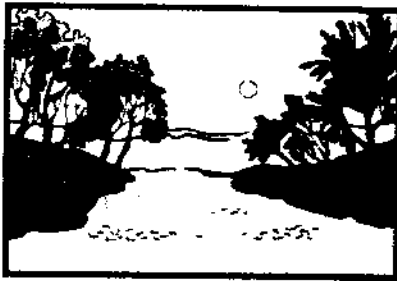
APPENDIX "B"

DISCLOSURE CATEGORIES

Disclosure

Category

- 1 Investments and business positions in business entities and income from sources engaged in construction, building, or material supply.
- 2 Investments and business positions in business entities and income from sources engaged in construction, land development, or the acquisition or sale of real property.
- 3 Investments and business positions in, and income from sources engaged in, the construction of public works projects.
- 4 The Executive Director shall determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this appendix. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Government Center
915 Eighth Street, Suite 115
Marysville, CA 95901-5273
(530) 749-7841 (530) 749-7884 Fax

December 12, 2006

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *PBB 4 Dec 06*
Ric Reinhardt, Program Manager
SUBJECT: Consider Contractual Amendment with The Handen Company, Inc. to
continue Construction Manager Efforts for TRLIA Construction Program

Recommended Action

Approve a contract amendment with The Handen Company, Inc. to continue Construction Management services for the TRLIA Construction Program and authorize the TRLIA Chairman to sign once General Counsel has reviewed. The amount of this amendment is \$238,600, for the time period of January 1, 2007 through December 31, 2007.

Discussion

The TRLIA Board has approved an organizational structure which includes a Construction Project Manager to oversee TRLIA construction activities. The Handen Company, Inc. has performed this service since March 2006. Doug Handen has been the Construction Project Manager and has done an excellent job in tracking and controlling costs and maintaining construction schedules. The initial Handen Company contract was for services from March 15, 2006 to December 31, 2006 for \$167,200. The TRLIA Board is asked to approve a contract amendment with The Handen Company Inc. to extend construction management efforts a full year through December 31, 2007 to perform construction management duties on the upcoming Feather River levee work. The increase for this additional year is \$238,600, (\$115,400 in FY 06/07 and \$123,200 in FY 07/08). The attached document provides the contract details.

Fiscal Impact

The amended contract is for services from January 1, 2007 through December 31, 2007 on a time-and-expenses basis. The proposed contract increase is \$238,600 to a maximum contract amount not exceeding \$405,800 without prior authorization by TRLIA. This proposed contract increase is approximately \$70,000 above the current 06/07 TRLIA budget for this work. This increase in FY 06/07 will be offset by reductions in other consultant services. The FY 07/08 portion of this proposed amendment is within the projected FY 07/08 budget for TRLIA construction management.

AMENDMENT NO. 1
AGREEMENT FOR PROFESSIONAL SERVICES
FOR
CONSTRUCTION MANAGEMENT
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
THE HANDEN COMPANY, INC.

THIS AMENDMENT TO AGREEMENT is made effective December 12, 2006, by and between Three Rivers Levee Improvement Authority ("TRLIA") and the Handen Company, Inc. ("Consultant"), who agree as follows:

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

2. **First Amendment to Agreement.** The Professional Services Agreement is hereby amended as follows:
 - 2.1. The Termination Date in Clause 2 and A.2 is amendment to extend to December 31, 2007.
 - 2.2. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and The Handen Company, Inc., dated March 7, 2006) is replaced by the scope of services attached to this amendment agreement.
 - 2.3. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment B) are amended to include the additional amount of \$238,600 for a total contract amount of \$405,800.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
_____, 2006.

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY OF YUBA COUNTY

THE HANDEN COMPANY, INC.

Richard E. Webb
Chairman

Douglas J. Handen
President

ATTEST:
DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:
DANIEL G. MONTGOMERY
COUNTY COUNSEL

ATTACHMENT

SCOPE OF WORK

Services Provided- Project Management Consulting:

1. Attend TRLIA management meetings
2. Participate in construction meetings
3. Participate in weekly design meeting/conference calls
4. Conduct regular site visits to current projects
5. Conduct site visits to future project sites
6. Coordinate with Construction Management team and Contractors
7. Provide contract oversight
8. Review and process contract change orders
9. Assist in the preparation of future bid and contract documents
10. Track construction schedules
11. Update TRLIA "cash flow worksheet"
12. Assist in the preparation of reimbursement requests
13. Assist in the preparation of escrow disbursement requests
14. Prepare staff reports and make presentations to the TRLIA Board as necessary

Fee and Payment:

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

Principal	\$ 150/hour
Senior CM	\$ 105/hour
Transportation	\$ 0.445/mile

Budget

Please refer to the attached Exhibit "A" for time/effort budgets for the following time periods:

January 2007- June 2007	\$ 115,400
July 2007- December 2007	\$ 123,200
Total	\$ 238,600

EXHIBIT A

	\$/hr	total hrs					\$					total hrs	\$		
		jan	feb	mar	apr	may	june	july	aug	sept	oct			nov	dec
Principal	150	80	90	120	120	130	130	130	130	130	90	80	690	\$100,500	\$103,500
Senior CM	105	10	10	10	10	40	40	40	40	20	10	10	160	\$12,600	\$16,800
Expenses		200	200	300	400	600	600	600	600	500	300	300		\$2,300	\$2,900
														\$115,400	\$123,200



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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(530) 749-7841 (530) 749-7884 Fax

December 12, 2006

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *PBB*
Brian Boxer, Environmental Manager
SUBJECT: EIP Associates, a Division of PBS&J, Contract Extension

Recommended Action: Approve a contract amendment (Amendment #3) to the contract with EIP Associates for Environmental Project Management Services to TRLIA and authorize the TRLIA Chairman to sign once General Counsel has reviewed. This amendment to EIP's contract is to extend the termination date from December 31, 2006 to December 31, 2007, and to expand the fee for services from a maximum of \$100,000 to a maximum of \$285,000 an increase of \$185,000.

Background: TRLIA executed a contract with EIP Associates, a Division of PBS&J, on February 7, 2006 for Environmental Project Management Services. Additional duties were included for this contract in June 2006 via Amendment #2 for the oversight and management of the Feather River Levee Repair Project EIR, management of all related project invoices and receipts for Proposition 13 funding mechanisms, and the management of TRLIA maintained environmental escrow accounts.¹ The contract was amended a second time in June 2006 to reflect these increased responsibilities. The current contract, in the not-to-exceed amount of \$100,000.00 is set to expire on December 31, 2006.

Discussion: The need for environmental management services is required throughout the calendar year of 2007 to support design and construction efforts on the Feather River. Consequently, there is a need to extend the existing contract as well as increase the allotted funding for it. The proposed third amendment to this contract includes a budget estimate and task breakdown between now and June of 2007, and between July and December of 2007. The requested amendment extends the contract for Environmental Project Management Services to December 31, 2007.

Fiscal Impact: The \$185,000 increase breaks into an additional \$92,500 for this fiscal year 06/07 and \$92,500 for FY 07/08. The total proposed for FY 06/07 will be \$152,500. The TRLIA FY 06/07 budget projected \$120,000, therefore, there is a requested \$32,500 increase. This increase is offset by reductions in other consultant services. The projected amount for FY 07/08 TRLIA budget is within the projected budget amount.

¹ See TRLIA Staff Report to Board regarding Environmental Escrow Accounts dated October 28th, 2006

THIRD AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
EIP ASSOCIATES

THIS SECOND AMENDATORY AGREEMENT is made and entered into this ____ day of November, 2006, by and between THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("AUTHORITY") and EIP ASSOCIATES, a Division of PBS&J Inc. ("CONTRACTOR").

RECITALS:

WHEREAS, the AUTHORITY and the CONTRACTOR entered into an agreement to provide Environmental Project Management Services dated February 7, 2006 ("AGREEMENT");

WHEREAS, Article 16 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;

WHEREAS, the AUTHORITY and CONTRACTOR desire to amend the AGREEMENT;

NOW, THEREFORE, the AUTHORITY and CONTRACTOR agree as follows:

1. Article 2 of the AGREEMENT shall be revised to extend the termination date from December 31, 2006 to December 31, 2007.
2. Attachment A, Article A-2 shall be revised to extend the termination date from December 31, 2006 to December 31, 2007.
3. Attachment B, Article B-1 shall be revised to change the maximum not to exceed from One Hundred Thousand dollars (\$100,000) to Two Hundred and Eighty-Five Thousand dollars (\$285,000).

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

This AMENDED AGREEMENT is hereby executed on the _____ day of November, 2006.

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY

By: _____
Richard E. Webb
Chairman

CONTRACTOR

By: _____
Brian D. Boxer
Senior V.P., EIP Associates

APPROVED AS TO FORM:

ATTEST:
DONNA STOTTEMEYER,
CLERK OF THE BOARD OF SUPERVISORS

DANIEL G. MONTGOMERY
COUNTY COUNSEL



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Government Center
915 Eighth Street, Suite 115
Marysville, CA 95901-5273
(530) 749-7841 (530) 749-7884 Fax

December 12, 2006

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *PJB 4 Dec 06*
SUBJECT: Consider Amending Contractual Agreement with MBK Engineers for
TRLIA Project Management and Hydraulic Analysis, Amendment 11.

Recommended Action

Approve a contract amendment to the contract with MBK Engineers for program management, design management, and hydraulic analysis and authorize the TRLIA Chairman to sign once General Counsel has reviewed. This eleventh amendment to MBK Engineers' contract is to cover additional management and design effort by MBK Engineers and extend the termination date from December 31, 2006 to December 31, 2007. Amount of Amendment #11 is for \$ 707,980.00 for the time period of January 1, 2007 through December 31, 2007.

Discussion

The TRLIA Board has adopted a management organization that includes a Program Manager and a Design Manager. These services have been provided by MBK Engineers for several years. There is also a need for hydraulic analysis in support of the Phase 4 levee improvements and final levee certification. One large aspect of the hydraulic analysis is the need for two dimensional analyses along the Feather and Yuba River levees to clarify potential erosion problem areas and to design mitigation for those problems. The need for this analysis was brought about by a Corps of Engineers comment during the review of some initial Phase 4 designs. This amendment will cover management efforts for the period January 1 to December 31, 2007. The estimated cost associated with all of these additional efforts is \$ 707,980.00.

Fiscal Impact

The contract amendment would increase the existing contract by \$707,980 for services on a time-and-expenses basis, to a maximum amount not exceeding \$1,882,689 without prior authorization by TRLIA. The current MBK FY 06/07 budget amount is \$690,000. The purposed amendment will increase this budget estimate by approximately \$112,000, which will be offset by reductions in other consultant services. The FY 07/08 portion of this amendment is within the projected FY 07/08 budget for MBK Engineers.

Agreement for Professional Services – Standard Terms and Conditions

This Agreement for professional services is entered into between MBK Engineers, hereinafter referred to as the CONSULTANT and Three Rivers Levee Improvement Authority, hereinafter referred to as the CLIENT.

For and in consideration of the mutual covenants and conditions herein, CLIENT and CONSULTANT do hereby agree as follows:

1. Covenant for services

The CLIENT does hereby retain the CONSULTANT to perform the professional services identified herein. The CONSULTANT does hereby agree to perform such services for the CLIENT upon the terms and conditions set for in this AGREEMENT.

Any Claim

This term, when used in a provision indicating CLIENT's obligation to waive claims against CONSULTANT or to hold CONSULTANT harmless from any claim arising from certain specified events, means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability."

2. Scope of service

The CONSULTANT will provide all goods and services as set forth in the Scope of Work, attached hereto and incorporated by reference in this AGREEMENT as Attachment A.

Certify, Certification

Wherever these or derivative words are used in the AGREEMENT, or in any document developed or arising out of this AGREEMENT or services furnished by CONSULTANT thereunder, they shall mean CONSULTANT's furnishing an opinion of conditions based upon testing, analyses, or observation CONSULTANT has performed. CONSULTANT's certification of a condition's existence does not guarantee such condition exists, nor does it relieve other party of responsibilities or obligations such party has accepted by contract or custom.

3. Standard of care

CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

Claims

See "Any Claim," above.

CLIENT understands that the standard of care CONSULTANT is required to uphold can only be determined after the fact, through appropriate research by qualified experts. CLIENT agrees that, should it for any reason become necessary to identify the standard of care applicable to CONSULTANT's services, CLIENT shall cause CLIENT's expert to use those research methods agreed to by the American Society of Civil Engineers, American Institute of Architects, National Society of Professional Engineers, Interprofessional Council on Environmental Design, American Association of Engineering Societies, and other respected national, regional, and international organizations, as related in the document, *Recommended Practices for Design Professionals Engaged as Experts in the Resolution of Construction Industry Disputes*.

Client

Three Rivers Levee Improvement Authority

4. Definitions

When used in this AGREEMENT, the words and phrases listed below are defined as indicated, unless noted otherwise elsewhere in this AGREEMENT:

Consultant

The firm of MBK Engineers, subsidiaries and affiliates, and all officers and employees thereof.

Agreement

This contract, including all appendixes, addenda, and any documents incorporated by reference.

Substantial Completion

Substantial completion of CONSULTANT's services shall have been accomplished when CONSULTANT submits a final report and recommendations or final plans and specifications. If the AGREEMENT calling for these services is terminated before the services are completed, substantial completion will have occurred on the date termination goes into effect.

5. Billing and payment

CLIENT recognizes that timely payment of CONSULTANT's invoices is a material part of the consideration for which CONSULTANT requires to perform the services indicated in this AGREEMENT.

CLIENT shall pay CONSULTANT for services rendered in U.S. funds drawn upon U.S. banks, in accordance with the rates and charges set forth herein. Routine invoices will be submitted by CONSULTANT from time to time, but no more frequently than every two (2) weeks, and shall be due and payable within thirty (30) calendar days of invoice date. If CLIENT objects to any portion of an invoice, CLIENT shall so notify CONSULTANT within fourteen (14) calendar days of the invoice date, identify the cause of the objection, and pay when due that portion of the invoice not in dispute.

CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by CONSULTANT more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT.

Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on CONSULTANT's part to finance CLIENT's operation, and no such willingness should be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, as set forth hereinabove, CONSULTANT may at any time thereafter, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend this AGREEMENT (as provided for in Section 9, SUSPENSION) or terminate this AGREEMENT (as provided for in Section 10, TERMINATION).

Accordingly, the CONSULTANT will provide all goods and services as set forth in the Scope of Work for the price described in the CONSULTANT's Cost Proposal, attached hereto and incorporated by reference in this AGREEMENT as Attachment B.

6. Limitation of liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total aggregate liability to CLIENT is limited to \$50,000 or to the proceeds available from CONSULTANT's required insurance coverages, whichever is higher, for any and all injuries, damages, claims, losses, expenses, or claim

expenses (including attorneys' and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.

7. Insurance

CONSULTANT maintains workers' compensation and employer's liability insurance of a form and in the amount required by California state law; general liability and automotive liability insurance with limits of one million dollars (\$1,000,000), and professional liability insurance with a limit of one million dollars (\$1,000,000).

CLIENT recognizes that the insurance market can be erratic and that no CONSULTANT can guarantee an ability to maintain the coverages indicated above. CONSULTANT warrants that CONSULTANT will endeavor to do so, within a context of prudent business practices, and will notify CLIENT of any change in coverage no later than ten (10) calendar days after CONSULTANT becomes aware of such change. If any of CONSULTANT's coverages is withdrawn, or if CONSULTANT decides to forgo coverage because a replacement policy will afford inadequate protection and/or will require a significantly increased premium when compared to prior coverage, CONSULTANT and CLIENT shall confer about alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both.

8. Indemnification

CONSULTANT agrees to hold harmless and indemnify CLIENT from and against liability to the extent caused by CONSULTANT's negligent performance of the services.

CONSULTANT's opinion of certain conditions that CONSULTANT has evaluated on CLIENT's behalf may diminish the value of property. In order to establish an atmosphere where CONSULTANT feels free to report CONSULTANT's opinions, recommendations for remedial measures, et al., without fear of reprisal, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from the theory that CONSULTANT's findings, conclusions, opinions, recommendations, plans, or specifications diminished the value of a property. CLIENT shall also compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based

upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

CONSULTANT shall indicate to CLIENT the information needed for rendering services hereunder, and CLIENT shall provide to CONSULTANT as much of such information that is available to CLIENT. CLIENT shall inform CONSULTANT of reports or other materials prepared by others that relate to CONSULTANT's portion of the work, and CLIENT shall furnish these to CONSULTANT or otherwise help CONSULTANT gain access to them. CLIENT recognizes that CONSULTANT is unable to ensure the sufficiency of such information, either because doing so is impossible, or because of errors or omissions others may have committed when assembling the information. Accordingly, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from alleged errors, omissions, or inaccuracies in documents or other information provided to CONSULTANT by CLIENT. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT's prevailing fee schedule.

9. Suspension

If payment of CONSULTANT's invoices is not maintained on a thirty- (30-) calendar-day-current basis by CLIENT, CONSULTANT may, upon fourteen (14) calendar days' written notice to CLIENT, suspend further services until payment is restored to a current basis, or CONSULTANT may terminate this AGREEMENT. CLIENT may suspend CONSULTANT's services upon fourteen (14) calendar days' written notice. Any suspension by CLIENT exceeding forty-five (45) calendar days shall, at CONSULTANT's option, make this AGREEMENT subject to renegotiation or termination. Any suspension shall extend the performance schedule by an amount of time satisfactory to both CLIENT and CONSULTANT, and CLIENT shall compensate CONSULTANT for services performed and expenses incurred prior to the suspension date, plus suspension charges. Suspension charges shall include, but shall not be limited to, fees for service and expenses for putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment, and issuing necessary or customary notices to appropriate government agencies. Compensation to CONSULTANT shall be based upon CONSULTANT's prevailing fee schedule.

10. Termination

CLIENT or CONSULTANT may terminate this AGREEMENT without penalty. The party initiating

termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party effects termination or the cause thereof, CLIENT shall within thirty (30) calendar days of termination pay CONSULTANT's fees for services rendered and costs incurred, in accordance with CONSULTANT's prevailing fee schedule. These fees and costs shall include those outstanding at the time of termination.

11. Ownership of instruments of professional service

Plans, specifications, reports, software, calculations, field data, field notes, estimates, and similar documents and materials prepared by or for CONSULTANT as instruments of professional service are CONSULTANT's property. CONSULTANT shall retain these instruments of professional service for five (5) years following submission of final project deliverables, during which period CONSULTANT's instruments of professional service will be made available for CLIENT's review at any reasonable time.

CLIENT agrees that instruments of professional service provided by CONSULTANT to CLIENT may not under any circumstances be altered by any party except CONSULTANT. CLIENT warrants that CONSULTANT's instruments of service will be used only and exactly as submitted by CONSULTANT.

CLIENT understands that CONSULTANT may become liable to third-parties that ill-advisedly rely on CONSULTANT's instruments of professional service under the mistaken assumption that their third-party needs are identical to CLIENT's or that, although their needs differ from CLIENT's, CONSULTANT would nonetheless have performed the identical services to satisfy those different needs. To help prevent problems from arising in this respect, CLIENT shall inform CONSULTANT of any specific third-parties or types of third-parties that CLIENT believes may ask to rely on CONSULTANT's instruments of professional service, and CLIENT shall not under any circumstance permit such reliance except with the express consent of CONSULTANT. CONSULTANT may withhold its consent if the third-party does not agree, in writing, (1) to be bound by the terms of this AGREEMENT, including without limitation, any provision limiting CONSULTANT's liability hereunder, (2) to use such information only for the purposes contemplated by CONSULTANT in performing its services, and (3) to be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report involved. CLIENT's payment of CONSULTANT's invoices, as provided for herein, shall not be made contingent on CONSULTANT's agreeing to permit third-party reliance against CONSULTANT's preferences, and CONSULTANT

shall be compensated by CLIENT for whatever additional service and/or risk stems from third-party reliance, if the third-party does not provide compensation per terms and conditions herein. In addition, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury to loss allegedly arising from any third-party's reliance on CONSULTANT's instruments of services without CONSULTANT's specific authorization to do so. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT's prevailing fee schedule.

12. Dispute resolution

All claims, disputes, or controversies arising out of, or in relation to the interpretation, application, enforcement, or implementation of this AGREEMENT or provision of the services indicated herein shall be decided through mediation. The parties further agree that OWNER will require, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, all subcontractors at all tiers, and all suppliers whose portion of the work amounts to five thousand dollars

(\$5,000) or more, and their insurers and sureties, shall agree to this procedure.

Should legal action be brought by one party against the other, the nonprevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs, in addition to whatever other judgments or settlement sums may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, forensic consultant and expert witness fees, and other documented expenses, as well as the value of time spent by the prevailing party and those in that party's employ to research the issues in question, discuss matters with attorneys and others, prepare for depositions, respond to interrogatories, and so on. Insofar as CONSULTANT is concerned, the value of time spent and expenses incurred shall be computed based upon CONSULTANT's prevailing fee schedule.

13. Governing law

Unless otherwise provided, the substantive law of the state of California will govern the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their undersigned officials as duly authorized.

MBK Engineers

By: _____
Name and title: Ric Reinhardt, P.E.
Date: December 1, 2006
Federal ID number: 94-2282149

Three Rivers Levee Improvement Authority

By: _____
Name and title: _____
Date: _____

AMENDMENT 11 TO TRLIA/MBK CONTRACT
Scope of Work

The following is a general level of estimated involvement from January 1, 2007 to June 30, 2007.

Task 1 – Program Management Activities

- Project Management Meetings (every other week) – Coordinate agenda with Executive Director, attend meeting. **Effort – 12 hrs/month**
- Coordination with Reclamation Board – Meet with staff and coordinate on permit issues, program issues, and financing issues. **Effort – 12 hrs/month**
- Coordination with the Corps and FEMA on FEMA certification issues. **Effort – 14 hrs/month**
- Coordination with Finance team, DWR on Design Grant, Construction Grants and other implementation issues. **Effort – 22 hrs/month**
- General Coordination – Coordination on project issues with TRLIA staff, floodplain mapping outreach, land use adjacent to levees, public meetings, prepare PowerPoint presentations, prepare other correspondence, coordination and meetings with stakeholders, and JPA Board Meetings. **Effort – 32 hrs/month**

Task 1		
Principal Engineer	92 hrs @ \$180/h	\$16,560
Expenses		\$ 500
Total		\$17,060 per month

Total Cost = \$102,360

Task 2 – Design Management Activities

- Project Management Meetings (Every other week) – Prepare meeting materials, attend meeting, take notes. **Effort – 10 hrs/month**
- Technical Meetings and Coordination – Participate in weekly conference calls with both design teams, coordinate and participate in design issues resolution, attend field conferences on design issues. **Effort – 85 hrs/month**
- Coordination with Reclamation Board – Prepare monthly status reports provide information to Reclamation board as needed. **Effort – 10 hrs/month**
- General Coordination – Coordination on project issues with TRLIA staff, public meetings, prepare correspondence in support of Program Manager, prepare progress reports for DWSR Proposition 13 grants, coordination and meetings with stakeholders. **Effort – 36 hrs/month**

Task 2		
Supervisory Engineer	141 hrs @ \$155/h	\$21,855
Total		\$21,855 per month

Total Cost = \$131,130

Task 3 – Mapping Support

- Prepare and update maps and figures that show all project features in RD 784. **Effort – 10 hrs/month**
- Prepare maps as needed for presentation and meetings. **Effort – 10 hrs/month**

Task 3		
Junior Engineer	52 hrs @ \$101/h	\$5,252
Expenses		\$ 248
Total		\$5,500 per month

Total Cost = \$33,000

Task 4 – Hydraulic Support for Final TRLIA Program

Task 4.1. Prepare Summary Hydraulic Document for FEMA Certification

This task will summarize all hydraulic analysis of the four water courses that surround RD 784. All recent model revisions will be described and the final model used for design will be presented. Water surface profiles, charts, and maps will be prepared to present results. This document will be provided to the Corps to document freeboard for Corps certification of the recent levee repairs to FEMA.

This task also will include meetings and coordination required with the Corps and other agencies and stakeholders to communicate the results of this modeling effort and to obtain agency/stakeholder consensus with the final product.

Estimated Cost: \$ 20,000

Task 4.2: Complete Phase 4 Feather Hydraulic Design

This task includes final hydraulic analysis of the selected alternative on the Feather River using the final revised Feather-Yuba HEC-RAS model. Analysis will reflect the conditions of final selected alternative with any refinements made from the initial hydraulic modeling if a setback alternative is selected. Water surface profiles, charts, and maps will be prepared to present results. Analysis will evaluate whether there are downstream impacts. The hydraulic analysis does not include evaluation of mitigation measures (i.e. Thermalito Re-op, Oroville/Bullards FBO) if there are downstream impacts. The draft Basis of Design report will be revised to reflect the final selected alternative and design

Estimated Cost: \$ 20,000

Task 4.3: 2D Velocity Analysis for the Erosion, Sediment, and Geomorphic Analysis

This task was originally included in Amendment 10 to the TRLIA/MBK contract. However other unforeseen tasks (Time Inundation Maps) were required by TRLIA and utilized the resources identified in Amendment 10. This task still remains to be accomplished. This task includes development of a 2-D model to simulate existing and project conditions along the Feather and

Yuba project reaches. The velocity information will be used to identify areas of erosion potential and will be used in sediment analysis to be performed by others. Existing 2-D models will be used where available and modified or extended to cover the project reach. Models will developed to simulate the selected Feather alternative alignment from Task 4.2. The models will be run for the 1-in-100 and 1-in-200 AEP flood events for two storm centerings for erosion analysis. This velocity information will be evaluated to determine if and where erosion problems exist along the Feather and Yuba levees. Erosion protection alternatives will be developed. Lower flows, to be determined later, will also be simulated for sediment analysis to be performed by others.

Estimated Cost: \$ 135,000

Total Task 4: \$175,000

Total Amendment 11 Costs for Tasks 1-4 = \$441,490 for the period January 1, 2007 to June 30, 2007.

The following is a general level of estimated involvement from July 1, 2007 to December 31, 2007.

Task 1 – Program Management Activities

- Project Management Meetings (every other week) – Coordinate agenda with Executive Director, attend meeting. **Effort – 12 hrs/month**
- Coordination with Reclamation Board – Meet with staff and coordinate on permit issues, program issues, and financing issues. **Effort – 12 hrs/month**
- Coordination with the Corps and FEMA on FEMA certification issues. **Effort – 14 hrs/month**
- Coordination with Finance team, DWR on Design Grant, Construction Grants and other implementation issues. **Effort – 22 hrs/month**
- General Coordination – Coordination on project issues with TRLIA staff, floodplain mapping outreach, land use adjacent to levees, public meetings, prepare PowerPoint presentations, prepare other correspondence, coordination and meetings with stakeholders, and JPA Board Meetings. **Effort – 32 hrs/month**

Task 1		
Principal Engineer	92 hrs @ \$180/h	\$16,560
Expenses		\$ 500
Total		\$17,060 per month

Total Cost = \$102,360

Task 2 – Design Management Activities

- Project Management Meetings (Every other week) – Prepare meeting materials, attend meeting, take notes. **Effort – 10 hrs/month**

- Technical Meetings and Coordination – Participate in weekly conference calls with both design teams, coordinate and participate in design issues resolution, attend field conferences on design issues. **Effort – 85 hrs/month**
- Coordination with Reclamation Board – Prepare monthly status reports provide information to Reclamation board as needed. **Effort – 10 hrs/month**
- General Coordination – Coordination on project issues with TRLIA staff, public meetings, prepare correspondence in support of Program Manager, prepare progress reports for DWSR Proposition 13 grants, coordination and meetings with stakeholders. **Effort – 36 hrs/month**

Task 2		
Supervisory Engineer	141 hrs @ \$155/h	\$21,855
Total		\$21,855 per month

Total Cost = \$131,130

Task 3 – Mapping Support

- Prepare and update maps and figures that show all project features in RD 784. **Effort – 10 hrs/month**
- Prepare maps as needed for presentation and meetings. **Effort – 10 hrs/month**

Task 3		
Junior Engineer	52 hrs @ \$101/h	\$5,252
Expenses		\$ 248
Total		\$5,500 per month

Total Cost = \$33,000

Total Amendment 11 Costs for Tasks 1-3 = \$266,490 for the period July 1, 2007 to December 31, 2007.

The AGREEMENT shall be revised to increase the price ceiling for basic services by \$707,980 from \$1,174,709 to **\$1,882,689**

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



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Government Center
915 Eighth Street, Suite 115
Marysville, CA 95901-5273
(530) 749-7841 (530) 749-7884 Fax

December 12, 2006

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *PAB 4 Dec 06*
SUBJECT: Lobbying contract with Peterson Consulting Inc.

Recommended Action

Approve the attached Lobbying Contract with Peterson Consulting, Inc. to provide lobbying services to TRLIA and authorize the chairman to sign once General Counsel has reviewed. Amount of this contract is \$60,000 for the time period of January 1, 2007 through December 31, 2007.

Background

Peterson Consulting, Inc. has represented Yuba County and Yuba County Water Agency with the State for many years. As part of that work, at the request of Yuba County and Yuba County Water Agency, Peterson Consulting has also been advocating for TRLIA on issues of joint concern to Yuba County, Yuba County Water Agency, and TRLIA.

Discussion

This agreement would make official Peterson Consulting's relationship with TRLIA. Don Peterson is widely respected as understanding Sacramento Valley issues and has tremendous political contacts within the Capitol. This contract would also authorize Peterson Consulting to subcontract with Reeb Governmental Relations for Reeb to also provide services to TRLIA. Rob Reeb is the former lobbyist for the Association of California Water Agencies and is the current lobbyist for the California Central Valley Flood Control Association. In these positions, Reeb has obtained tremendous substantive knowledge on many of the issues that TRLIA faces. This contract is for a one year period from January 1, 2007 through December 31, 2007. It may be cancelled upon 60 days notice.

Fiscal Impact

The contract is for a total amount of \$60,000, with monthly payments of \$5,000. Of the \$5,000 monthly payment, \$4,000 will be used monthly to retain Reeb Governmental Relations. This contract is within the FY 06/07 TRLIA budget and also the projected FY 07/08 TRLIA budget.

PETERSON CONSULTING, INC.
LEGISLATIVE ADVOCATES
1415 L STREET, SUITE 200
SACRAMENTO, CA 95814
petersonconsult@earthlink.net
PH: (916) 441-4424
FAX: (916) 441-2279

LOBBYING CONTRACT

The following constitutes a lobbying firm retention contract between the **THREE RIVERS LEVEE IMPROVEMENT AUTHORITY** and **PETERSON CONSULTING, INC.**,

1. **SERVICES TO BE PERFORMED—THREE RIVERS LEVEE IMPROVEMENT AUTHORITY** engages the services of **PETERSON CONSULTING, INC.** as an independent contractor with the responsibility for providing California state legislative services and administrative advocacy on behalf of Three Rivers Levee Improvement Authority. Such services shall include:
 - A. Work with the Authority to understand and define the State legislative, regulatory and financial objectives of the Authority. Assist in the preparation of a strategic plan to accomplish those objectives.
 - B. Analyze State legislation and administrative actions that could affect the interests of the Authority and prepare recommendations for positions, as well as draft legislative language as appropriate. Prepare and convey correspondence relating to legislation.
 - C. Representation in the State Capitol (Legislature, Governor and State agencies, departments and boards) with respect to legislation and administrative action, including participation and attendance at meetings and advocacy. Assist in building stakeholder coalitions where appropriate.
 - D. Monitor State legislative developments and regulatory or agency proposals in areas of interest to the Authority and report regularly on pending actions.

2. **TERMS OF PAYMENT— THREE RIVERS LEVEE IMPROVEMENT AUTHORITY** will pay **PETERSON CONSULTING, INC.**, according to terms and conditions set forth herein, a fee of **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)** for the period of January 1, 2007 through December 31, 2007. This amount shall be paid in twelve (12) equal installments of **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)** due on the first (1st) of each month from January through December 2007, inclusive. Such fee shall cover all time and expenses expended by Peterson Consulting, Inc. personnel and subcontractors required to perform the above services except out of the Capitol or out of Yuba County travel, such actual expenses, subject to the prior approval of the Authority, shall be reimbursed.

It is the understanding of both parties to this agreement that Peterson Consulting, Inc., will engage the services of Reeb Government Relations, LLC, to assist in the fulfillment of this contract at no further cost to the Three Rivers Levee Improvement Authority.

3. INDEPENDENT CONTRACTOR—PETERSON CONSULTING, INC. will function as an independent contractor and will represent itself as such and will have no authority to obligate THREE RIVERS LEVEE IMPROVEMENT AUTHORITY for indebtedness, contracts, or other legal obligations.

4. POLITICAL REFORM ACT—PETERSON CONSULTING, INC. will be solely responsible for its filing and reporting obligations pursuant to the Political Reform Act of 1974, as it may be amended from time to time.

5. GOVERNING LAW - This agreement shall be governed by and construed pursuant to the laws of the State of California.

6. ENTIRE AGREEMENT - This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect. This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

7. TERM OF CONTRACT—This engagement shall be subject to review at any mutually agreed upon time. Either party may terminate this engagement without cause by giving written notice at least sixty (60) days prior to the date of termination. The effective date of this agreement is January 1, 2007, and it shall terminate on December 31, 2007.

**THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY**

**PETERSON CONSULTING,
INC.**

1415 L Street, Suite 200
Sacramento CA 95814

By: _____
Richard E. Webb
Chairman

By: _____
Donald F. Peterson
President/Owner

ATTEST:
DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:
DANIEL G. MONTGOMERY
COUNTY COUNSEL

