

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

**AUGUST 7, 2007 – 3:30 P.M.**

**I CALL TO ORDER**

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

**III 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.**

**IV CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.**

Approve minutes of the regular meeting and budget hearings of July 17, 2007.

**V ACTION ITEMS**

A. Adopt resolution declaring the public necessity for the taking of certain property for repair, construction, installation, and maintenance of the Phase 4 Levee Repair Project regarding APN 014-250-029 (Rice).

B. Delegate Executive Director to award contract to Nordic Industries, Inc. for all/or portion of Feather River Levee Repair Project, Segment 3, in an amount not to exceed \$6,183,057 with notice to proceed subject to funding and authorize the Chairman to execute upon submittal and review of Counsel.

C. Consider land owner funding proposal for improvement to Feather River Levee and take action as appropriate. (Continued from July 17, 2007) (No background material)

D. Approve agreement with Lucy and Co. in the amount of \$124,935 for public outreach services and authorize Chairman to execute same.

**VI BOARD AND STAFF MEMBERS' REPORTS**

**VII CLOSED SESSION**

Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 020-360-047, 050, and 053 (Cooper)/Negotiating Parties: TRLIA/Kathy Ormsby/Rich Brown Negotiation: Price and Terms of Payment

**VIII ADJOURN**

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

JULY 17, 2007

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 2:00 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Mary Jane Griego, and Dan Logue. Director Richard Webb was absent. Also present were Executive Director Paul Brunner, County Counsel Daniel Montgomery, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Vice-chairman Logue presided.

CONSENT AGENDA

Director Webb joined the meeting at 2:07 p.m.

Upon motion of Director Griego, seconded by Director Crippen, and unanimously carried, the Board took the following actions:

- A. Minutes: Approved the minutes of the regular meeting of June 19, 2007. APPROVE MINUTES
- B. Newsletter: Approved newsletter and authorized release to South Yuba County Residents. APPROVE NEWSLTR.

ACTION ITEMS

- A. Economic Planning Services/First Amendment/\$45,000: Executive Director Paul Brunner recapped the amendment and responded to Board inquiries.

Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board approved the First Amendment to an agreement with Economic Planning Services in the amount of \$45,000 for technical support and authorized the Executive Director to execute same. APPROVE AMNDMNT.

- B. Cooperation Agreement/Indemnify the State: Executive Director Paul Brunner and Counsel Scott Shapiro recapped the agreement and responded to Board inquiries.

Following Board discussion, upon motion of Director Griego, seconded by Director Brown, and carried with Director Logue voting in opposition, the Board approved a Cooperation Agreement through which the County would be agreeing to indemnify the State for improvements to Feather River Levee Segments 1 and 3 and Site 7 so that the Authority can proceed to repair those segments, subject to any conforming or clarifying changes by Counsel and authorized the Chairman to execute same.

APPROVE  
AGRMNT.

C. Nordic Industries, Inc./Partial Award/\$200,000: Program Manager Ric Reinhardt and Executive Director Paul Brunner recapped proposed work provided for in the agreement and responded to Board inquiries.

Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board awarded a contract to Nordic Industries, Inc. in an amount not exceed \$200,000 to provide "long lead" items of work to the Feather River Levee Repair Project, Segments 1 and 3 and authorized the Executive Director to execute upon submittal and review and approval of General Counsel.

AWARD  
CONTRACT

D. Land Owner Funding Proposal/Feather River Levee: Mr. Ron Ernie, landowner of Rio Del Oro Project and representing interests of Nordic Industries, felt it was critical completion of segments one and three and site seven of Feather River Phase 4 project be completed within this construction year. Mr. Ernie recapped the costs project and outlined a proposal to finance 100 percent of the costs through February 1, 2008 with monthly invoices to be submitted and interest to accrue on the unpaid balance at a rate of 7.25 percent until paid. Mr. Ernie further outlined necessary steps to move the request forward to the Board of Supervisors for consideration of payment guarantee and responded to Board inquiries.

Program Manager Ric Reinhardt responded to specific inquiries regarding acquisition of the 408 permit and 104 credits.

Mr. Brunner responded to specific inquiries regarding financial and landowner review and local share of costs.

Counsel Scott Shapiro responded to specific inquiries regarding expected funding revenue and repayment.

Upon motion of Director Logue, seconded by Director Griego, and unanimously carried the Board approved in principal the landowner funding proposal concept and forward to the Board of Supervisors for consideration.

APPROVE  
FUNDING  
PRINCIPAL

## BOARD AND STAFF MEMBERS' REPORTS

Reports were received on the following:

Director Webb left the meeting at 3:26 p.m.

Executive Director Paul Brunner:

- Request from State Reclamation Board for Feather River Setback Levee alignment change

Director Webb returned at 3:35 p.m.

Counsel Scott Shapiro:

- July 19, 2007 meeting with Olivehurst Public Utility District regarding levee projects and funding
- Correspondence to Corps of Engineer regarding streamlining 408 permits

### CLOSED SESSION

The Board retired into closed session at 3:43 p.m. to discuss the following, except Director Webb:

A. Conference with Real Property negotiator pursuant to Government Code 54956.8 Property and Negotiating Parties: See List below for property and TRRIA/Bob Morrison/Tom Neely/Deryl Neal/Tanita Neal/Cathie Ormsby Negotiation: Price and Terms of Payment

- APN 014-240-022 - Terry
- APN 014-250-028 & -027 – Naumes
- APN 014-290-033 - Dang
- APN 014-290-034 - Uppal

B. Personnel pursuant to Government Code §54957 – Executive Director Evaluation

The Board returned from closed session at 4:16 p.m. with all Board and staff members present as indicated above, including Director Webb.

Right of way Agent Bob Morrison made the following announcement:

"The Board has directed to make adjustments to the property owners' budget as appropriate. The Second outcome is the Board has directed to make an offer to property owners upon receipt of grant award letter from Department of Water Resources for available funding. No further direction."

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 4:18 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

MINUTES – BOARD OF DIRECTORS

BUDGET HEARINGS FOR FISCAL YEAR 2007/2008

JULY 19, 2007

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 4:21 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Mary Jane Griego, and Richard Webb. Director Dan Logue was absent. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

FINAL BUDGET FISCAL YEAR 2007/2008

Executive Director Paul Brunner provided a Power Point presentation recapping the budget and timelines which included funding from Proposition 1E and 84.

Upon motion of Director Griego, seconded by Director Crippen, and carried with Director Logue being absent, the public hearing was opened.

No one came forward.

Upon motion of Director Crippen, seconded by Director Griego, and carried with Director Logue being absent, the public hearing was closed.

Following Board discussion regarding lobbyist and audit activities, upon motion of Director Crippen, seconded by Director Griego, and carried with Director Logue being absent, the Board adopted the Budget in the total amount of \$138,206,266 for Fiscal Year 2007/2008. APPROVE BUDGET

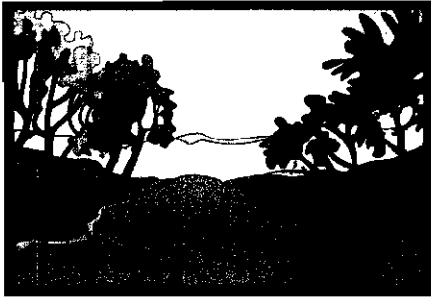
ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 4:32 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

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

**TO:** Three Rivers Levee Improvement Authority Board of Directors

**FROM:** Paul G. Brunner, Executive Director *PGB 30 July 07*  
Ric Reinhart, Program Manager  
Bob Morrison, Right of Way Consultant

**DATE:** August 7, 2007

**SUBJECT:** CONSIDER ADOPTING A RESOLUTION OF NECESSITY FOR  
ACQUISITION OF ONE PROPERTY FOR THE PHASE 4 LEVEE  
REPAIR PROJECT

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## **RECOMMENDATION**

That the Board of Directors adopt the attached Resolution of Necessity for the acquisition of certain property bearing Assessor's Parcel Number 014-250-029 (Rice) for the Phase 4 Levee Repair Project (the "Project").

## **BACKGROUND**

The Project, as approved, will correct deficiencies in the levees on the left bank of the Feather River. The Project extends northward from approximately Pump Station No. 2 on the Feather River to near the State Route 70 crossing of the Yuba River. The southern and northern levee segments will be strengthened in place, and the middle levee segment, from approximately Algodon Road to just southwest of the Yuba County Airport, will be set back. The Project is located within the boundaries of Reclamation District 784.

More specifically, the Project will consist of raising and strengthening existing sections of the levees; constructing earth berms alongside certain sections of the levees; installing erosion-protection measures; constructing slurry cutoff walls; and carrying out related tasks including site preparation, constructing temporary access roads, implementing traffic control measures, providing safety and security, and site cleanup.

A CEQA analysis was completed for this Project, with the Board approving an environmental impact report and certain mitigation measures on February 6, 2007.



## **DISCUSSION**

The Project will necessitate the acquisition of the property illustrated below:

<b>Assessor's Parcel No.</b>	<b>Owner</b>	<b>Area to be acquired (Acres)</b>
014-250-029	Thomas A. Rice and Jeanette L. Young, as husband and wife	5.01 acres in fee

The owners of the property were offered the appraised value for their property. TRLIA, however, has not yet negotiated a successful purchase agreement with the owners. In case TRLIA is unable to reach an amicable agreement, to protect the schedule of the Project we are recommending moving forward now with the eminent domain process, as that process takes time. The first step in this process under the California Eminent Domain Law is to adopt the attached Resolution of Necessity for acquiring the property. Subsequent steps include filing with the Superior Court and depositing the appraisal amount in the State Treasurer's Condemnation Fund.

## **FISCAL IMPACT**

The appraised value for this parcel is within the Board's Land Acquisition Plan for Feather River Segment 3, approved February 6, 2007. The funding to acquire this parcel is in TRLIA's cash flow and is available to be deposited to the State Treasurer's Condemnation Fund, if necessary.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY  
DECLARING THE PUBLIC NECESSITY FOR THE TAKING OF CERTAIN PROPERTY  
FOR REPAIR, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF THE THREE  
RIVERS LEVEE IMPROVEMENT PROJECT  
(CODE CIV. PROC. § 1245.230)

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WHEREAS, Three Rivers Levee Improvement Authority ("TRLIA") proposes to repair, construct, install, and maintain the Three Rivers Phase 4 Levee Repair Project (the "Project") affecting a portion of Assessor's Parcel No. 014-250-029, in the County of Yuba, California (the "Property"); and

WHEREAS, TRLIA has advised the owners of the Property of the need for the Project and offered said owners an opportunity for a hearing before the TRLIA Board on August 7, 2007 pursuant to section 1245.235 of the Code of Civil Procedure, State of California;

WHEREAS, the use of the property for its stated public use is scheduled to begin within two years of its acquisition; and

WHEREAS, the Board of Directors of TRLIA adopts this resolution in compliance with Section 1245.230 of the Code of Civil Procedure.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Property to be acquired is for the repair, construction, installation and maintenance of the Project.

TRLIA is authorized to acquire property for the Project pursuant to, among others, the following statutes: Government Code section 25350.5; Code of Civil Procedure section 1250.140; and Water Code section 50930.

SECTION 2. The general location and extent of the Property to be acquired is as set forth in the legal description attached hereto as Exhibits A and accompanying map attached hereto as Exhibit B, and incorporated herein by reference.

SECTION 3. The Board of Directors declares that it has found and determined as follows:

- a. The public interest and necessity require the proposed Project.
- b. The proposed Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.
- c. The Property described in Exhibits A and B is necessary for the proposed Project.
- d. The offer of just compensation required by Government Code Section 7267.2 has been made to the owners of record of the Property.

- e. The use of the property for its stated public use is scheduled to begin within two years of its acquisition.

PASSED AND ADOPTED by the Board of Directors of the Three Rivers Levee Improvement Authority this 7th day of August, 2007 by a two-thirds (2/3) or greater vote as follows:

AYES:

NOES:

ABSTAIN:

ABSENT:

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CHAIRPERSON

ATTEST:

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Donna Stottlemeyer, Secretary

*Approved as to form:*



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Scott L. Shapiro  
TRLIA, General Counsel

Exhibit 'A'

**APN 014-250-029  
LEGAL DESCRIPTION  
FEE TITLE ACQUISITION**

All that Real property situated in the County of Yuba, State of California, being a portion of Real property conveyed by deed to Thomas A. Rice and Jeanette L. Young, Recorded in Document No. 200208953, Official Records of said County, lying within a portion of Parcel 1 of that certain Parcel Map No. 8.93, filed in the Office of the Recorder in said County and State in Book 30 of Maps at Page 29, being a portion Lot 14, Block 13 as shown upon that certain map entitled "Farmland Colony No. 1", filed in the Office of the Recorder in said County and State in Book 1 of maps at Page 23, and situated in the Southwest One Quarter of Section 13 Township 14 North, Range 3 East of the Mount Diablo Base and Meridian, being more particularly described as follows:

**Beginning** at the Northwest corner of said Parcel 1; thence along the North line of said Parcel 1 North 89°45'45" East 345.06 feet; thence leaving said North line South 00°02'52" West 635.11 feet to a point on the South line of said Parcel 1; thence along the South line of said Parcel 1 South 89°45'45" West 341.90 feet to the Southwest corner thereof; thence along the West line of said Parcel 1 North 00°14'15" West 635.10 feet to the **Point of Beginning**, containing an area of 218,145 Square Feet or 5.01 acres, more or less.

See Exhibit B attached hereto and made a part of this description.

**End of description**

The Basis of Bearings for this description is the California Coordinate System Zone 2.

This description has been prepared by me or under my direct supervision.

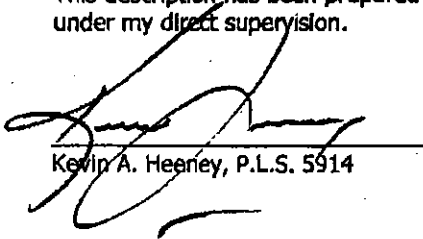
  
Kevin A. Heeney, P.L.S. 5914



EXHIBIT 'B'



**PRIVATE ROAD**

FARM LAND COLONY NO. 1  
 BLOCK 13  
 BM 1-23

15A

014250027 14 A  
**NAUMES**

POINT OF BEGINNING  
 N.W. CORNER  
 PARCEL 1  
 PARCEL MAP  
 8.93

N89°45'45"E 345.06'

014250027  
**NAUMES**

13B

N00°14'15"W 635.10'

014250029  
**RICE**

014250030  
**RICE**

014250031  
**RICE**

**PLUMAS ROAD**

S89°45'45"W  
 341.90'

NON EXCLUSIVE ROAD & P.U.E.  
 AND OFFER OF DEDICATION TO  
 YUBA COUNTY PER BOOK 708,  
 PAGE 669

014290004  
**HIER 3**

4 ARBOGA COLONY  
 BM 1-31  
 BLOCK 24



OWNER: RICE  
 A.P.N. 014-250-029  
 ACQUISITION AREAS:  
 FEE TITLE ACQUISITION=218,145 SQ. FT.  
 5.01 ACRES

DATE: 07/20/2007 DRAWN BY: JWC SHEET 1 OF 1  
 SCALE: 1"=200' JOB NO. 06-008-002  
 THREE RIVERS LEVEL IMPROVEMENT AUTHORITY

PHASE 4 FEATHER RIVER LEVELLE  
 REPAIR PROJECT  
 RECLAMATION DISTRICT 784  
 SETBACK LEVELLE RIGHT OF WAY

CTA Engineering • Surveying


COUNTY OF YUBA CALIFORNIA



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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

August 7, 2007

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director   
Doug Handen, Construction Manager  
SUBJECT: Contract No. PH4-2007-08-01  
Phase 4 Feather River Levee Repair Project  
**Segments 3 Only- Award of Contract**

## **Recommended Action:**

Delegate to the Executive Director the authority to award to Nordic Industries, Inc a contract for all or a portion of the Feather River Levee Repair Project, Segment 3, with Notice to Proceeds subject to funding, and subject to submittal and review by General Counsel. The value of this contract shall not exceed **\$6,183,057**.

## **Discussion:**

TRLIA accepted bids for the Feather River Levee Repair Project, Segments 1 and 3, on 6/21/07. The bid documents for this project included two bid schedules. Bid Schedule "A" was priced to reflect an award of both Segment 1 and 3 with Site 7 as a TRLIA option. Bid Schedule "B" was priced to include only Segment 3 with Segment 1 and Site 7 as TRLIA options. Nordic Industries was the low bidder. Within their bids, Nordic Industries and Envirocon (second bidder) each provided identical pricing for both Schedule "A" and "B". A summary of the bid results, including the Engineer's Estimate is attached.

The bidding process incorporated a value-engineering opportunity for contractors to propose improvements to the project. Neither of the bids submitted included value-engineering proposals.

**This recommendation action is for the award of Schedule "B" Segment 3 only based on Schedule "B" of the bid proposal.**

The bid documents for this project include Addendum No. 1 in which it states that TRLIA reserves the right to award any or all of the un-awarded TRLIA Options within 60 days of the bid opening. TRLIA will have until August 21, 2008 to award this project or portions thereof. Addendums 1 and 3 of the bid documents include provisions for TRLIA to negotiate a contract amendment for any options that remain un-awarded beyond this date. The contract amendment shall be based on the bid schedule provided and allows for consideration for substantial contract delays if applicable. TRLIA recently authorized work in the amount of \$200,000 to perform

“long lead items of work” included in this bid amount. If this project is awarded, costs related to this work shall be applied to the total contract amount.

TRLIA anticipates receiving full funding for this work once the State Budget is approved. Approval of the State budget will trigger the release of the State Proposition 1E/84 commitment letter for project funding, and also additional local (e.g. landowner) funding. TRLIA currently has \$2.6 million of existing funds available for use on this project.

TRLIA proposes to award the total contract for Segment 3 based on the following conditions:

- TRLIA is currently evaluating portions of work that can be independently completed using only these available funds. TRLIA’s design and construction management team shall work in conjunction with the Contractor to identify and perform these portions of work within the budget of the funds available. Work shall not commence until TRLIA and the Contractor have reached agreement on; identifying these portions of work, the relevant bid proposal/contract line items for the work, and the phasing costs if applicable related to this work.
- TRLIA shall provide written direction via Notice to Proceed to the Contractor that only authorizes the identified portions of work. The first Notice to Proceed shall not exceed \$2.6 million. As additional funds become available TRLIA would issue subsequent similar Notice to Proceeds.
- The contract documents for this project provide for a termination of the agreement in the event that additional funds to complete the project are not obtained.
- TRLIA hopes to authorize the balance of the Segment 3 work and reserves the right to authorize the contract Options for Segment 1 and Site 7 based on the availability of funding.
- The completion of work on Segment 3 may extend into the 2008 construction season. The extension of work may be necessary based on funding as well the seasonal requirements of the permits and delivery schedule of long lead items.

**Fiscal Impact:**

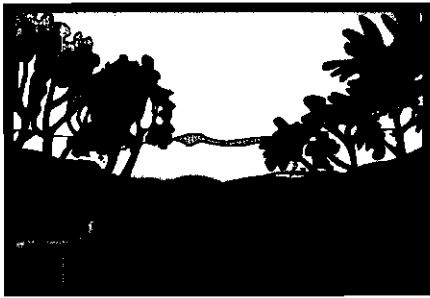
A partial award of this project was approved by the TRLIA Board and awarded for \$200,000. This funding came from TRLIA’s current cash reserves.

The initial funding for this award will come from the following sources.

1. TRLIA current cash reserves (\$500,000)
2. 2<sup>nd</sup> Capital Call (\$2,100,000)

The next increment of funding for this action is projected to come from the 2<sup>nd</sup> Capital Call once the Prop 1E/84 commitment letter is received.

This work is contained in the TRLIA 2007/2008 approved budget.



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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

August 7, 2007

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director *RB*  
SUBJECT: Public Outreach Contract

## **Recommended Action:**

Approve agreement with Lucy & Company in the amount of \$124,935 for public outreach services and authorize Chairman to execute upon review and approval of General Counsel.

## **Discussion:**

TRLIA has several major tasks to accomplish this fiscal year (Feather River project and Levee Assessment District formation), both of which require more public outreach support than TRLIA currently has available. The proposed contract with Lucy & Company, a public outreach agency specializing in water, wastewater and flood control issues, is proposed to provide for these increased needs. Public outreach support from the Landowner group and County will still be used to supplement TRLIA's efforts. In addition, Lucy and Company will work closely with SCI (Assessment Engineer Consultant). Outlined below is an overview of the tactics and strategies that are needed:

- **Key Messages**
  - Develop consistent, easy-to-understand language to emphasize key points regarding all flood control efforts, allowing project team members, elected officials and other internal stakeholders to speak with a unified voice.
  - Test messages via focus groups to better ensure understanding by the public of the terminology, recommendations and action items.
- **Flood Control Branding**
  - Develop a "look" for flood control information so all printed and/or electronic information will be easily identifiable and associated with TRLIAs' overall identity.
- **Collateral Materials**
  - Newsletters (2)
  - "Counter" Cards (2)
- **Research -Focus Groups (4)**
  - One business/civic; three residential
  - Test: messages, draft collateral materials, draft ballot language and packaging
  - Identify preferred means of communications
- **Specialized Stakeholder Outreach**



- One-on-one meetings with key stakeholders (as identified by TRLIA project team) to identify key concerns, opinions and attitudes.
- Presentations to opinion leader groups (business and civic associations).
- **Database**
  - Create exhaustive mailing list of all stakeholders for purposes of disseminating direct mail pieces such as meeting notices, fact sheets, flyers and news releases.
  - Update as applicable throughout the program.
- **Web Site**
  - Provide online access to all collateral materials and up-to-the-minute information related to the assessment process
  - Basic "assessment calculator" that allows property owners to input address and identify proposed assessment cost
- **Public Workshops**
  - First meeting will establish "who's who" in flood control efforts and help align activities in the mind of the public. Partner with DWR to provide "big picture" look at Flood Safe, CA, and levee evaluation efforts throughout central Valley ("Flood Control 101"); TRLIA to provide overview of area-specific activities and set the stage for next meeting
  - Second meeting will build on earlier efforts and firmly establish fact-based need for flood control assessment/special election and provide details on financing plan
- **Media Relations**
  - Prepare and distribute media materials to position the Authority as proactively addressing levee improvements and provide facts detailing financing options
  - Monitor media reports for accuracy and follow up with corrections, if necessary
  - When possible, partner with DWR and other agencies in joint release of information

**Fiscal Impact:**

The approved 2007/2008 TRLIA Budget contains this work. TRLIA currently has the funding for this agreement. This is a time and material contract and can be terminated at any time, with TRLIA only being obligated to pay for the work completed up to the time of termination.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for professional services ("Agreement") is made as of the Agreement Date set forth below by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY of Yuba County, a political subdivision of the State of California ("the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY"), and THE EIDAM CORPORATION, a California Corporation dba Lucy & Company ("CONTRACTOR").

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

### **OPERATIVE PROVISIONS**

#### **1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

#### **2. TERM.**

Commencement Date: July 1, 2007

Termination Date: June 30, 2008

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow THREE RIVERS LEVEE IMPROVEMENT AUTHORITY time in which to complete a novation or renewal contract for CONTRACTOR and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY approval.

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

#### **3. PAYMENT.**

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR

for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY in the manner specified in Attachment "B".

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.**

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

**5. ADDITIONAL PROVISIONS.**

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

**6. GENERAL PROVISIONS.**

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

**7. DESIGNATED REPRESENTATIVES.**

Paul G. Brunner, Executive Director, is the representative of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and will administer this Agreement for the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. Lucy Eidam is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - General Provisions

9. **TERMINATION.** THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONTRACTOR shall each have the right to terminate this Agreement upon 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on \_\_\_\_\_, 2007.

THREE RIVERS LEVEE  
IMPROVEMENT AUTHORITY

THE EIDAM CORPORATION  
dba LUCY & COMPANY

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*Eidam*  
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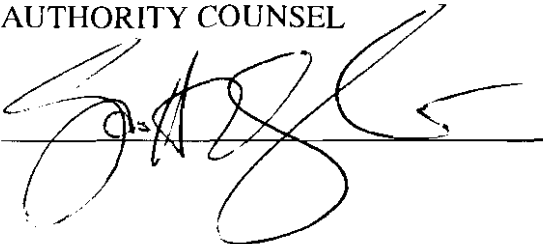
Chairman

Lucy Eidam, President

ATTEST:  
DONNA STOTTLEMEYER,  
SECRETARY

APPROVED AS TO FORM:  
Scott S. Shapiro

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THREE RIVERS LEVEE IMPROVEMENT  
AUTHORITY COUNSEL  
  
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## **ATTACHMENT A**

### **A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

See Appendix

### **A.2. TIME SERVICES RENDERED.**

See Appendix

### **A.3. MANNER SERVICES ARE TO BE PERFORMED.**

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner: THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not control the manner of performance.

### **A.4. FACILITIES FURNISHED BY THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.**

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

## ATTACHMENT B

### PAYMENT

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.** THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR a contract fee not to exceed \$124,935. CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$124,935 without an amendment to this Agreement approved by the Yuba THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Board of Supervisors.

**B.2 TRAVEL COSTS.** THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY representative (Operative Provision 7) and then THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay THREE RIVERS LEVEE IMPROVEMENT AUTHORITY per diem rates in effect on the date of invoice upon presentation of invoices.

**B.3 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. Payment for additional services shall be made to CONTRACTOR by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

## ATTACHMENT C

### GENERAL PROVISIONS

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

**C.1.1** All acts of CONTRACTOR shall be performed as an independent contractor and not as an agent, officer or employee of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. It is understood by both CONTRACTOR and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

**C.1.2** CONTRACTOR shall have no claim against THREE RIVERS LEVEE IMPROVEMENT AUTHORITY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

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

**C.1.4** As an independent contractor, CONTRACTOR is not subject to the direction and control of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY except as to the final result contracted for under this Agreement. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

**C.1.5** CONTRACTOR may provide services to others during the same period service is provided to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY under this Agreement.

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

**C.1.7** As an independent contractor, CONTRACTOR hereby indemnifies and

holds THREE RIVERS LEVEE IMPROVEMENT AUTHORITY harmless from any and all claims that may be made against THREE RIVERS LEVEE IMPROVEMENT AUTHORITY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

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

**C.4 INSURANCE.** Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR or its subcontractors shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, naming the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and any related agency governed by the Board of Supervisors which is letting the contract or for whom the services under the contract are being provided, and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY'S, or related agency's, officials, employees, and volunteers as additional insured, (hereinafter referred to as "the insurance"). The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

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

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

- (a) Insurance Services Office (ISO) Commercial General Liability



Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Risk Manager prior to acceptance of the Agreement.

(b) Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 “any auto” and Endorsement CA 0029.

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

(d) If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY approval.

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

(a) General Liability and Automobile Liability Coverages.

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

(ii) The CONTRACTOR’S insurance coverage shall be primary insurance as respects the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers and any other insureds under this Agreement. Any insurance or self-insurance maintained by the

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers or other insureds shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

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

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

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

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

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

**C.4.5 MINIMUM LIMITS OF INSURANCE.** CONTRACTOR shall maintain limits no less than:

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

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

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

(d) Professional Errors and Omissions Liability (if required): Policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500). Coverage may be made on a claims-made basis with a "Retro Date" either prior to the date of the Agreement or the beginning of the Agreement services. If claims-made, coverage must extend to a minimum of twelve-months beyond completion of the services. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the Agreement effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of services.

**C.4.6 SUBCONTRACTORS.** In addition to the above policies, if CONTRACTOR hires a subcontractor under this Agreement CONTRACTOR 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. If CONTRACTOR requires subcontractors to provide insurance coverage, then CONTRACTOR shall be named as an additional insured under such policy or policies.

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

**C.4.8 VERIFICATION OF COVERAGE.**

(a) CONTRACTOR shall furnish THREE RIVERS LEVEE

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

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

**C.5 INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR'S officers, agents, employees, contractors, or subcontractors.

**C.6 CONTRACTOR NOT AGENT.** Except as THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may specify in writing, CONTRACTOR shall have no

authority, express or implied, to act on behalf of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind THREE RIVERS LEVEE IMPROVEMENT AUTHORITY to any obligation whatsoever.

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

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

**C.9 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

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

**C.11 TAXES.** CONTRACTOR hereby grants to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY the authority to deduct from any payments to CONTRACTOR any THREE RIVERS LEVEE IMPROVEMENT AUTHORITY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**C.12 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

**C.12.1** CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**C.12.2** THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

**C.12.3** THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY as work accomplished to date; provided, however, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY such financial information as in the judgment of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall be final. The foregoing is cumulative and does not affect any right or remedy which THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may have in law or equity.

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

**C.13 NON-DISCRIMINATION.** Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations

are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**C.14 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

**C.15 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, and CONTRACTOR agrees to deliver reproducible copies of such documents to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY on completion of the services hereunder. The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

**C.16 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**C.17 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**C.18 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**C.19 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

**C.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**C.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**C.21.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**C.21.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**C.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**C.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto,

shall be binding upon and inure to the benefit of such party, its successors and assigns.

**C.24 MODIFICATION.** No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**C.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**C.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**C.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**C.28 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly



waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY of Yuba, State of California.

**C.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**C.30 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.

**C.31 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**C.32 CONFLICT OF INTEREST.** Neither a THREE RIVERS LEVEE IMPROVEMENT AUTHORITY employee whose position in THREE RIVERS LEVEE IMPROVEMENT AUTHORITY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

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

**C.33 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "THREE RIVERS LEVEE IMPROVEMENT AUTHORITY":

With a copy to:

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY  
Paul G. Brunner, Executive Director  
915 8<sup>th</sup> Street, Suite 115  
Marysville, CA 95901

If to "CONTRACTOR":

THE EIDAM COPORATION dba LUCY & COMPANY  
Lucy Eidam, President  
1614 19<sup>th</sup> Street  
Sacramento, CA 95814

**Three Rivers Levee Improvement Authority (TRLIA)  
Flood Control Public Outreach  
Recommendations by Lucy & Company  
APPENDIX**



To follow is a brief overview of the tactics and strategies necessary to effectively communicate TRIJA's flood control activities to internal and external audiences. Each activity includes a brief description of its purpose and is not meant to be an exhaustive detailing of tasks.

Lucy & Company recommends a two-phased approach. Phase I activities will be designed to lay the foundation for understanding by the public of flood control activities ("flood control 101") and establish the groundwork for an area-wide assessment. Phase II concentrates on the strategies necessary to effectively communicate the financing plan and process for levee improvements and ongoing operations and maintenance.

Lucy & Company will work in concert with TRIJA staff and other members of the project team as applicable in the development of all collateral materials.

**Key Messages**

- Develop consistent, easy-to-understand language to emphasize key points regarding all flood control efforts, allowing project team members, elected officials and other internal stakeholders to speak with a unified voice.
- Test messages via focus groups to better ensure understanding by the public of the terminology, recommendations and action items.

**Flood Control Branding**

- Develop a "look" for flood control information so all printed and/or electronic information will be easily identifiable and associated with TRIJA's overall brand.

**Collateral Materials**

- Newsletters (2)
- "Counter" Cards (2)

**Research – Focus Groups (4)**

- One business/civic; three residential
- Test: messages, draft collateral materials, draft ballot language and packaging
- Identify preferred means of communications

**Specialized Stakeholder Outreach**

- One-on-one meetings with key stakeholders (as identified by TRIJA project team) to solicit to identify key concerns, opinions and attitudes.
- Presentations to opinion leader groups (business and civic associations)

**Database**

- Create exhaustive mailing list of all stakeholders for purposes of disseminating direct mail pieces such as meeting notices, fact sheets, flyers and news releases.
- Update as applicable throughout the program.

**Web Site**

- Provide online access to all collateral materials and up-to-the-minute information related to the assessment process
- Basic “assessment calculator” that allows property owners to input address and identify proposed assessment cost

**Public Workshops**

- First meeting will establish “who’s who” in flood control efforts and help align activities in the mind of the public. Partner with DWR to provide “big picture” look at Flood Safe, CA, and levee evaluation efforts throughout central Valley (“Flood Control 101”); TRRIA to provide overview of area-specific activities and set the stage for next meeting
- Second meeting will build on earlier efforts and firmly establish fact-based need for flood control assessment/special election and provide details on financing plan

**Media Relations**

- Prepare and distribute media materials to position the Authority as proactively addressing levee improvements and provide facts detailing financing options
- Monitor media reports for accuracy and follow up with corrections, if necessary
- When possible, partner with DWR and other agencies in joint release of information

Lucy & Company  
Three Rivers Levee Improvement Authority

APPENDIX

Task	Specs	Fees	Direct Costs	Total
Key Messages	Develop up to 2 pages of key messages. Update throughout project as necessary.	\$ 3,000	\$ -	\$ 3,000
Counter Cards (2)	Write text and coordinate design and printing of counter cards. Direct costs include graphic design and printing of 2,000 4x5", four-color, two-sided.	\$ 3,500	\$ 2,500	\$ 6,000
Stakeholder Outreach (16)	Conduct up to 16 one-on-one and/or small group meetings with stakeholders identified by TRILVA. Fees include quick-turn report of meeting outcomes.	\$ 12,500	\$ -	\$ 12,500
Database	Identify key stakeholders including local government, community leaders, businesses, special interest groups and other pertinent stakeholders and create customized database.	\$ 1,500	\$ -	\$ 1,500
Newsletters (2)	Write text, design, print and coordinate mailings for two newsletters. Direct costs include graphic design, printing and mail house for 14x17", four-color, two-sided, 23,000. (Cost does not include postage).	\$ 7,995	\$ 16,140	\$ 24,135
Public Workshops (2)	Coordinate and host up to two community workshops for community stakeholders, including development of talking points, arrangements and facilitation. Direct costs are for meeting materials and refreshments.	\$ 10,520	\$ 530	\$ 11,050
Web Site	Write text, coordinate design and manage content. Direct costs include graphic design and layout of a home page and up to five sub-pages.	\$ 3,445	\$ 3,540	\$ 6,985
Focus Groups (4)	Develop recruitment screener, moderator's guide and testing materials for up to four focus groups, three with members of the general public and one with business and civic leaders. Includes recruitment of participants (up to 10 in each focus group). Direct costs include recruitment fee, facility and participation incentives as well as development of recruitment screener, moderator's guide and report.	\$ 11,995	\$ 12,770	\$ 24,765
Media Relations	Prepare and distribute media materials (up to six items); monitor media reports for accuracy; coordinate with other agencies in joint release of information when appropriate. Direct costs to include media clips.	\$ 5,000	\$ -	\$ 5,000
Project Management	Includes program planning, client communications, status reports, team meetings, budget tracking, project schedule and public outreach management based on an eight-month project period.	\$ 15,000	\$ -	\$ 15,000
Incidentals	Postage, copies, counters, mileage and other incidentals. (Only expenses actually incurred will be billed. Based on a eight-month project period.	\$ -	\$ 5,000	\$ 5,000
<b>Total</b>		<b>\$ 74,455</b>	<b>\$ 40,480</b>	<b>\$ 114,935</b>
Contingency				\$ 10,000
Contract Total				\$ 124,935

- Terms
- The cost estimate is good for 90 days; revised fees and/or direct costs may be applicable after 90 days.
  - Cost estimate includes services outlined in the agreement including fees, mark-up and tax and does not include services outside the scope of work as described. Any items/tasks outside of the budgeted estimate are subject to new cost estimates, if applicable.
  - Budget and hourly rates are based on one round of major and two rounds of minor revisions after presentation of first draft.
  - Copy writing and design fees based on one round of major and two rounds of minor revisions after presentation of first draft.
  - All projects will be billed at an hourly rate and not exceed the budget without advance notice and approval from client.
  - The costs are estimates and may actually be lower or higher for various components; the actual costs of each project category may also vary and, as a result, project funds may need to be shifted as necessary.
  - Lucy & Company has listed the primary personnel anticipated to work on this project. From time to time, additional personnel may be assigned to this project and will be billed at their applicable billing rates.
  - The items included in this scope are based on a comprehensive outreach program. If only select components are implemented, the individual cost per task may increase.