

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

DECEMBER 4, 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 <u>PUBLIC COMMUNICATIONS</u>: 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 <u>CONSENT AGENDA</u>: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Approve minutes of the regular meeting of November 6, 2007.
 - B. Authorize out-of-state travel for Executive Director to travel to Washington, DC on December 11-12, 2007 regarding processing of pending 408 permit for Feather River Setback Levee project.

V ACTION ITEMS

A. Approve two agreements and Amendment No. 1 with Reclamation District 784 for reimbursement regarding Pump Station 3, 10, and 6; and authorize Chairman to execute same.

VI BOARD AND STAFF MEMBERS' REPORTS

VII CLOSED SESSION

- A. Personnel pursuant to Government Code §54957 <u>Public Employment Executive Director</u>
- B. Conference with Real Property Negotiator pursuant to Government Code §54956.8 <u>Property: APN 014-290-034 (Uppal) Negotiating Parties: TRLIA/Bob Morrison Negotiation: Price and Terms of Payment</u>
- C. Conference with Real Property Negotiator pursuant to Government Code §54956.8 <u>Property: APN 016-150-005</u>, 016-150-020 and 016-150-021 (Danna and Danna Inc.) Negotiating Parties: TRLIA/Bob Morrison/Rich Brown Negotiation: Price and Terms of Payment
- D. Conference with Real Property Negotiator pursuant to Government Code §54956.8 <u>Property: APN 016-150-004</u>, 016-150-019 (Danna Investment Company) Negotiating Parties: TRLIA/Bob Morrison/Rich Brown Negotiation: Price and Terms of Payment

VIII ADJOURN

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

NOVEMBER 6, 2007

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 3:30 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown. Jerry Crippen, Mary Jane Griego, Dan Logue, and Richard Webb. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

PUBLIC_COMMUNICATIONS

No one came forward.

CONSENT AGENDA

Minutes: Upon motion of Director Griego, seconded by Director Brown, and carried with APPROVE Directors Crippen and Webb being absent, the Board approved the minutes of the special MINUTES meetings of October 23, and 30, 2007, as written.

ACTION ITEMS

Directors Crippen and Webb joined the meeting at 3:32 p.m.

Wildlands, Inc./Mitigation_Purchase Agreement/\$5,332,000/Giant Garter_Snake 1) Mitigation: Executive Director Paul Brunner and Consultant Anja Kelsy recapped the proposed purchase agreement, funding sources, and responded to Board inquiries.

Upon motion of Director Griego, seconded by Director Brown, and unanimously carried. APPROVE the Board approved a Mitigation Purchase Agreement with Wildlands Inc. in the amount PURCHASE of \$5,332,000 for giant garter snake mitigation, authorized the Chairman to execute same AGRMNT. upon review and approval of Counsel, and authorized the Executive Director to take the necessary actions to implement.

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Reclamation District (RD) No. 784/Reimbursement Agreements/Pump Stations 2) No. 3, 6, and 10: Following Director Webb advising the Reclamation District approved the agreements and subsequent amendments. Executive Director Paul Brunner recapped the agreements and amendments changes for Pump Station 6 and responded to Board inquiries.

Mr. Carl Landmark, RD784 Counsel, responded to specific Board inquiries regarding termination of the agreements after 15 years.

Following Board discussion, upon motion of Director Logue, seconded by Director Brown, and unanimously carried, the Board approved a reimbursement agreement with Reclamation District 784 for reconstruction of Pump Station 6, authorized the Executive Director to execute same, and directed reconsideration of 15-year term of agreement on Board agenda for December 18, 2007.

APPROVE **AGREEMENT**

Mr. Brunner and Mr. Landmark recapped amendments to agreement regarding Pump Station 10 and responded to Board inquiries.

Following Board discussion, at the request of Mr. Brunner, upon motion of Director Crippen, seconded by Director Griego, and unanimously carried, the Board tabled PUMP 10 discussion on the reimbursement agreement regarding Pump Station 10.

TABLE AGRMNT.

Director Webb left the meeting at 4:24 p.m.

Mr. Brunner and Mr. Landmark recapped amendments to agreement regarding Pump TABLE Station 3 regarding repayment schedule and 15 year term and responded to Board inquiries. Upon motion of Director Crippen, seconded by Director Griego, and carried with Director Webb being absent, the Board tabled discussion on the reimbursement agreement regarding Pump Station 3.

PUMP 3 AGRMNT.

BOARD AND STAFF MEMBERS' REPORTS

Director Webb rejoined the meeting at 4:32 p.m.

Reports were received on the following:

Executive Director Paul Brunner:

- Department of Fish and Game Fiscal Year 2008 Proposition 13 Grant agreement
- Proposition 1E grant application and review of terms and conditions
- Notice of interest submitted by the County on behalf of Authority for Pre Disaster Mitigation Grant

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- Out-of-state travel to Washington, DC, December 11-12, 2007
- Closed Session discussion not needed regarding Khang real property negotiations

<u>ADJOURNMENT</u>

There being no	further	business	to come	before	the	Three	Rivers	Levee	Improveme	ent
Authority the me	eeting w	as adjour	ned at 4:	45 p.m.	by 0	Chairm	ian Web	ob.		

<u> </u>	Chairma	- in
ATTENT DOLD'S STOTELE MEMOR		
ATTEST: DONNA STOTTLEMEYER		
CLERK OF THE BOARD OF SUPERVISORS	77	
AND SECRETARY OF THE PUBLIC AUTHORIT	. 1	
	Approved:	

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THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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

December 4, 2007

To: TRLIA Board Members

Paul G. Brunner, Executive Director From:

Subject: Out of State Travel, Washington DC – Feather River levee (Segment 2) 408 permit

Recommendation: Authorize out of state travel for Paul Brunner, Executive Director to travel to Washington, DC for December 11-12, 2007.

Discussion: A meeting has been scheduled by Congressman Wally Herger's office to meet with Assistant Secretary of the Army (Civil Works) Mr. John Paul Woodley for obtaining his support for expeditious processing of our pending 408 permit for the Feather River (Segment 2) setback levee work. Ric Reinhardt from TRLIA will also attend the meeting. Representatives from YCWA (Curt Aikens and Richard Golb) will be at the meeting for discussions with Mr. Woodley on Marysville levees.

Background: On October 3, 2007, Corps HQ and Division overturned the District's decision to process the Feather River setback levee in a way that would have allowed construction to proceed this year. Corps HQ and Division are now requiring the entire project (construction and degradation) to receive 408 approval before proceeding with any element of the project.

Approval of the Section 408 application, Section 104 credit request and a 404 permit are now necessary by February 15, 2008. This date is when the GEI design is projected to be finalized and a notice to proceed could then be issued for construction of the new levee once the TRLIA Board has approved the award of the construction contract.

Completion of the new Feather River levee is the last increment needed to provide a 200-year level of protection to the 30,000 existing residents of RD 784 and protect approximately \$1 billion in property. If the approvals are delayed, TRLIA will not likely be able to complete construction in 2008.

Fiscal Impact: Costs will include airfare, meals and travel between airport and meeting places and are estimated not to exceed \$900. Funds are available within the current TRLIA travel budget.



THREE RIVERS TEVERS 2 IMPROVEMENT AUTHORIT

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

December 4, 2007

TO:

Three Rivers Levee Improvement Authority Board

FROM:

Paul G. Brunner, Executive Director Pos Mario

SUBJECT: Consider Approval of Reimbursement Agreements with Reclamation

District 784 for Reconstruction of Pump Station 6, Reconstruction of Pump Station 3, and Construction of a Discharge Pipe Crossing for Pump

Station 10.

Recommended Action:

Approve three agreements (two new and one revised) with Reclamation District (RD) 784 for reimbursement to TRLIA and authorize the TRLIA Executive Director to sign the agreements and execute as General Counsel has already reviewed and approved.

Background:

As part of the levee improvements for RD 784, TRLIA has already reconstructed Pump Station No. 6. As part of the proposed Feather Setback Levee TRLIA plans to reconstruct Pump Station No. 3 in 2008. RD 784 has requested that TRLIA include one or more discharge pipe crossings in the construction of the Feather Setback Levee for its future Pump Station No. 10.

Construction of these facilities is included in RD 784's Master Drainage Plan. Impact fees for construction of the Drainage Master Plan facilities have been and continue to be collected by RD 784 as development occurs.

Discussion:

The two new agreements provide reimbursement for reconstruction of Pump Station No. 3, and construction of one or more discharge pipe crossings for Pump Station No. 10. The revised agreement modifies the reimbursement termination date for Pump Station No. 6.

These three agreements have been discussed at the two previous TRLIA Board meetings. The TRLIA Board had issues with all three agreements and asked the Executive Director to work with RD784 to resolve the outstanding issues by the 18 December 2008 TRLIA Board meeting. Due to TRLIA cash flow concerns the TRLIA Board did approve the Agreement for Pump Station No, 6; however, the Executive Director was asked to work with RD784 and modify the agreement to resolve one outstanding item

TRLIA and RD784 staff have met and resolved the TRLIA Board issues, which are outlined below:

- New Pump Station 3 Agreement:
 - 1. Issue: Eliminate 15 year termination timeframe:

 New Version Text: "Payments pursuant to Section 1.2 shall continue until the total of such payments reaches an amount equal to the final bid for the relocation of PS 3, not to exceed \$5,073,000. Once this total has been reached this Agreement shall terminate."
 - 2. Issue: Timing of Payment: New Version Text: Payment of fees collected to date is provided to TRLIA within 10 days of execution. "If TRLIA has not executed a construction contract for the relocation of PS 3 by [DATE] [18 months after the Effective Date of this Agreement], TRLIA shall, within 30 days of such date, reimburse RD 784 in an amount equal to the amount transferred to TRLIA under Section 1.1, with interest. The interest charged shall be equal to the prime rate reported in the Wall Street Journal as published on the date closest to and before the date when due."
- New Pump State No. 10 Agreement:
 - 1. Issue: The number of pipe crossings being paid for was not clear. New Version Text: "RD 784 shall pay TRLIA an amount equal to the final bid for construction of the Pipe Crossing, not to exceed \$537,500, upon the execution of a construction contract for the Pipe Crossing that provides for up to two pipes crossing the levee. In the event that the final design specifications provided by RD 784 include more than two pipes crossing the levee, the Parties shall renegotiate the maximum payment by RD 784 under this Section, considering bids received, cost estimates from engineering consultants or other reasonable calculations."
- Revised Pump Station No. 6 Agreement:
 - 1. Issue: Eliminate 15 year termination timeframe
 - 2. Revised Text: "Once this total has been reached this Agreement shall terminate."

These three agreements are on the RD784 Board December 4, 2008 agenda for consideration and approval. RD 784.

Fiscal Impact:

These agreements should provide TRLIA approximately \$1,649,500 in 2007/2008 and approximately \$6,656,125 in the future as development occurs. RD784 has transferred \$185,000, since the last TRLIA Board meeting for the already constructed Pump Station

- 6. Approximately \$1,583,125 of future reimbursement is projected for Pump Station No.
- 6. Pump Station 3 reimbursement agreement would provide \$927,000 immediately with \$5,073,000 in future reimbursements. The third agreement for the pipe crossing would provide reimbursement of \$537,500 after it is constructed, currently planned for 2008.

Future reimbursements for Pump Station 3 and 6 would occur as development occurs. Due to the unpredictability of this future development, it is unknown when the future funds would be made available to TRLIA.

AGREEMENT FOR PAYMENTS RELATED TO CONSTRUCTION OF PUMP STATION 3

THIS AGREEMENT for Payments Related to Construction of Pump Station 3 ("Agreement") is entered into and effective this ______ day of ______, 2007 ("Effective Date"), by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY of Yuba County, a political subdivision of the State of California ("TRLIA"), and RECLAMATION DISTRICT 784, a political subdivision of the State of California ("RD 784") to provide for payments by RD 784 to TRLIA in recognition of TRLIA's relocation of PUMP STATION NO. 3 ("PS 3"). TRLIA and RD 784 are referred to collectively herein as the "Parties."

RECITALS

- A. RD 784 is collecting impact fees to finance interior drainage improvements pursuant to the *Reclamation District 784 Master Drainage Plan, September 2002*;
- B. The Master Drainage Plan includes the reconstruction of PS 3;
- C. As of the Effective Date of this Agreement, RD 784 has already collected \$927,000 for the PS 3 relocation;
- D. RD 784 continues to collect impact fees for Drainage Basin B, 34.85 % of which is budgeted for the reconstruction of PS 3;
- E. Once necessary approvals by TRLIA's Board of Directors have been secured, TRLIA shall relocate PS 3 during construction of the Feather Setback Levee according to specifications already established by RD 784 and agreed to by TRLIA. The Parties acknowledge that TRLIA will not start the relocation of PS 3 until the Board has taken actions necessary to commence reconstruction activities;
- F. The Parties acknowledge that although TRLIA is a joint powers authority whose members include RD 784, this Agreement is a separate transaction that is unrelated to the joint powers authority relationship between the Parties; and
- G. The purpose of this Agreement is to provide for the provision of funds by RD 784 to TRLIA in recognition of TRLIA's relocation of PS 3, and, in particular, for including an additional redundant pump and associated equipment, as required by RD 784, in the design of the relocated PS 3.

AGREEMENT

The Parties agree as follows:

1. Payments

- 1.1 Within ten business days of the effective date of this Agreement, RD 784 shall transfer \$\frac{8\times 27.000}{2.000}\) to TRLIA upon the execution of a construction contract for the reducation of PS-Sall funds collected for the PS-3 relocation as of the Effective Date of this Agreement.
- 1.2 Upon execution of a construction contraction for the relocation of PS 3. RD 7841R+1A shall transfer to TRLIA any funds collected for the PS 3 relocation that were not transferred under Section 1.1.
- 1.3 After execution of the a construction contract for the relocation of PS 3, RD 784 shall make semi-annual payments to TRLIA on February 1st and August 1st equal to 34.85% of the Drainage Basin B impact fees collected by RD 784 during the preceding six months.
- 1.4.3 Payments pursuant to Section 1.2 shall continue until the total of such payments reaches an amount equal to the final bid for the relocation of PS 3, not to exceed \$5,073,000. This Agreement shall terminate after 15 years or after all incidents and conditions of this Agreement that a been satisfied, whichever occurs this Once this total has been reached this Agreement shall terminate.
- 1.5 If TRLIA has not executed a construction contract for the relocation of PS 3 by [DATE] [18 months after the Effective Date of this Agreement], TRLIA shall, within 30 days of such date, reimburse RD 784 in an amount equal to the amount transferred to TRLIA under Section 1.1, with interest. The interest charged shall be equal to the prime rate reported in the Wall Street Journal as published on the date closest to and before the date when due.

2. Miscellaneous Provisions

- 2.1 <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of the State of California.
- 2.2 <u>Authority</u>. Each signatory of this Agreement represents that they are authorized to enter into this Agreement on behalf of the Party for which they sign. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.
- 2.3 <u>Amendment</u>. This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.

- 2.4 <u>Entire Agreement</u>. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior oral or written agreement, understanding or representation relating to the subject matter of this Agreement.
- 2.5 <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the Parties' respective representative, successors and assigns.
- 2.6 <u>Necessary Action</u>. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.
- 2.7 Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party to whom notice is to be given at the address(es) provided below; (ii) on the first date after mailing, if mailed by Federal Express, U.S. Express Mail or other similar overnight courier service, postage prepaid and addressed as provided below; or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

To TRLIA:

Three Rivers Levee Improvement Authority 1114 Yuba Street, Suite 218 Marysville, CA 95901 Telephone: (530) 749-7841

Facsimile: (530) 749-6990 Attention: General Manager

To RD 784:

Reclamation District 784 1594 Broadway Marysville, CA 95901 Telephone: (530)

Facsimile: (530)

Attention: District Manager

ΙN	WITNESS	WHEREOF,	the parties he	reto have	executed	this Agreer	nent on
			, 2007	•		_	

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul G. Brunner P.E Executive Director TRLIA Richard Webb President, Board of Directors RD 784

APPROVED AS TO FORM:

SCOTT L. SHAPIRO THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL APPROVED AS TO FORM:

CARL LINDMARK RECLAMATION DISTRICT 784 GENERAL COUNSEL

AGREEMENT FOR PAYMENTS RELATED TO CONSTRUCTION OF A SETBACK LEVEE PIPE CROSSING

THIS AGREEMENT for Payments Related to Construction of a Setback Levee Pipe Crossing ("Agreement") is entered into and effective this _____ day of _____, 2007 by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY of Yuba County, a political subdivision of the State of California ("TRLIA"), and RECLAMATION DISTRICT 784, a political subdivision of the State of California ("RD 784") to provide for payments related to construction of a discharge pipe crossing of the Feather Setback Levee ("Pipe Crossing"). TRLIA and RD 784 are referred to collectively herein as the "Parties."

RECITALS

- A. RD 784 is collecting impact fees to finance interior drainage improvements pursuant to the *Reclamation District 784 Master Drainage Plan, September 2002*;
- B. The Master Drainage Plan includes the construction of a new Pump Station 10, whose discharge pipes (the Pipe Crossing) will cross the proposed Feather Setback levee;
- C. The Parties agree that it is advantageous to construct this Pipe Crossing simultaneously with construction of the setback levee;
- D. TRLIA intends to construct the Pipe Crossing consistent with plans and specifications to be provided by RD 784. The Parties acknowledge that TRLIA will not start reconstruction of the Pipe Crossing until the Board has taken actions necessary to commence reconstruction activities;
- E. The Parties acknowledge that although TRLIA is a joint powers authority whose members include RD 784, this Agreement is a separate transaction that is unrelated to the joint powers authority relationship between the Parties; and
- F. The purpose of this Agreement is to provide for the provision of funds by RD 784 to TRLIA in recognition of TRLIA's future construction of the Pipe Crossing.

AGREEMENT

The Parties agree as follows:

1. Payments

1.1 RD 784 shall pay TRLIA an amount equal to the final bid for construction of the Pipe Crossing, not to exceed \$537,500, upon the execution of a construction contract for the Pipe Crossing that provides for up to two pipes crossing the levee. In the event that the final design specifications provided by RD 784 includes more than two pipes crossing the levee, the Parties shall renegotiate the maximum payment by RD 784 under this Section, this considering payment will increase by an amount based upon bids received, cost estimates from engineering consultants or other reasonable calculations. but the total amount paid for all pipes crossing the levee shall not exceed \$537,500.

2. Miscellaneous Provisions

- 2.1 <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of the State of California.
- 2.2 <u>Authority</u>. Each signatory of this Agreement represents that they are authorized to enter into this Agreement on behalf of the Party for which they sign. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.
- 2.3 <u>Amendment</u>. This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.
- 2.4 <u>Entire Agreement</u>. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior oral or written agreement, understanding or representation relating to the subject matter of this Agreement.
- 2.5 <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the Parties' respective representative, successors and assigns.
- 2.6 <u>Necessary Action</u>. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.
- 2.7 Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party to whom notice is to be given at the address(es) provided below; (ii) on the first date after mailing, if mailed by Federal Express, U.S. Express Mail or other similar overnight courier service, postage prepaid and addressed as provided below; or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

To TRLIA:

Three Rivers Levee Improvement Authority 1114 Yuba Street, Suite 218 Marysville, CA 95901

Telephone: (530) 749-7841 Facsimile: (530) 749-6990 Attention: General Manager

To RD 784:

Reclamation District 784 1594 Broadway Marysville, CA 95901 Telephone: (530)

Facsimile: (530)

Attention: District Manager

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

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul G. Brunner P.E Executive Director TRLIA Richard Webb President, Board of Directors RD 784

APPROVED AS TO FORM:

SCOTT L. SHAPIRO THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL APPROVED AS TO FORM:

CARL LINDMARK
RECLAMATION DISTRICT 784
GENERAL COUNSEL

FIRST AMENDMENT TO AGREEMENT FOR PAYMENTS RELATED TO CONSTRUCTION OF PUMP STATION 6

THIS FIRST AMENDMENT TO AGREEMENT FOR PAYMENTS RELATED TO CONSTRUCTION OF PUMP STATION 6 is made and entered into this ______ day of November 2007, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority ("TRLIA"), and RECLAMATION DISTRICT 784, a political subdivision of the State of California ("RD 784").

the State of California ("RD 784"). WHEREAS, TRLIA and CONTRACTOR entered into an Agreement for Payments Related to Construction of Pump Station 6 ("AGREEMENT") on November , 2007: WHEREAS, the AGREEMENT provided for a payment by RD 784 to TRLIA in the amount of \$185,000 within ten business days of the effective date of the AGREEMENT. WHEREAS, Section 2.3 of the AGREEMENT states that the AGREEMENT may be amended or modified only by a written instrument executed by the Parties; WHEREAS, TRLIA and CONTRACTOR now desire to amend the AGREEMENT to eliminate the 15-year termination provision; NOW, THEREFORE, TRLIA and CONTRACTOR agree as follows: 1. The last sentence of Section 1.3 of the AGREEMENT shall be replaced with the following: "Once this total has been reached this Agreement shall terminate." All other terms and conditions contained in the Agreement shall remain in full force and effect. This FIRST AMENDMENT is hereby executed on this day of 2007. TRLIA **RD 784** BY: BY: "THREE RIVERS LEVEE **RECLAMATION DISTRICT 784** IMPROVEMENT AUTHORITY"

APPROVED AS TO FORM: SCOTT L. SHAPIRO THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL

CARL LINDMARK
RECLAMATION DISTRICT 784
GENERAL COUNSEL