

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

JANUARY 6, 2009 –3:30 P.M.

I CALL TO ORDER

II ROLL CALL – Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti

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 by one motion.

A. Approve minutes of the meeting of December 9, 2008.

V ACTION ITEMS

A. Approve award of draft lease agreement with Raj Kumar Sharma for 234 acres, authorize Executive Director to negotiate final terms and execute lease agreement, upon review and approval of counsel.

B. Approve Amendment No. 13 to the agreement with MBK Engineers, in the amount of \$572,472 to extend the time frame and budget for program and design management, and authorize Executive Director to execute same.

C. Adopt resolution of appreciation for the United States Army Corps of Engineers and authorize Executive Director to execute upon review and approval of counsel.

VI BOARD AND STAFF MEMBERS' REPORTS

VII CLOSED SESSION

A. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Davit et al

B. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Nordic Industries, Inc. - YCSCCVED 08-0000236

C. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Tom and Jeannette Rice/ YCSCCVED 07-0000633

D. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Gregory Foster - Foster Limited Partnership, et al. (Foster Bar - 001)/YCSCCVED 08-0000327

E. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Gregory Foster - Foster Limited Partnership, et al. (Foster House - 008)/YCSCCVED 08-0000326

- F. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Gregory Foster - Foster Limited Partnership, et al. (Foster Ranch - 002, etc.)/YCSCCVED -08-000036
- G. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Susanna Nieschulz/YCSCCVED 08-0000289
- H. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Loyd Nieschulz, et al./YCSCCVED 08-0000290
- I. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Danna Investment Co./YCSCCVED 08-0000240
- J. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Naumes, Inc./YCSCCVED 08-0000361
- K. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Heir Family/YCSCCVED 08-0000242
- L. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Heir Trust/YCSCCVED 08-0000244
- M. Pending litigation pursuant to Government Code 54956.9(a) - TRLIA vs. Hadley/YVSCCVED 08-0000243
- N. Pending litigation pursuant to Government Code 54956.9(a) - TRLIA vs. Herold/YVSCCVED 08-0000241
- O. Pending litigation pursuant to Government Code 54956.9(a) - TRLIA vs. Khang/YVSCCVED 07-0000313
- P. Pending litigation pursuant to Government Code 54956.9(a) - TRLIA vs. Mann/YVSCCVED 08-0000438
- Q. Threatened litigation pursuant to Government Code 54956.9(b) – One Case

VIII ADJOURN

The complete agenda, including backup material, is available at the Yuba County Government Center, 915 8th Street, Suite 109, and the County Library at 303 Second Street, Marysville. Any disclosable public record related to an open session item on the agenda and distributed to all or a majority of the Board of Directors less than 72 hours prior to the meeting are available for public inspection at Suite 109 during normal business hours.

In compliance with the American with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made one full business day before the start of the meeting.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

DECEMBER 9, 2008

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 2:24 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Mary Jane Griego, and John Nicoletti. Director Don Graham was absent. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chair Griego presided.

CONSENT AGENDA

Minutes: Upon motion of Director Brown, seconded by Director Nicoletti, and carried with Directors Crippen and Graham being absent, the Board approved the minutes of the regular meeting of November 18, 2008, as written. APPROVE MINUTES

ACTION ITEMS

A. Indemnification Agreement: Counsel Scott Shapiro recapped the agreement and preparation of a letter indicating the inappropriate process and inequity of implementing indemnification on other parties seeking permit approval.

Director Crippen joined the meeting at 2:29 p.m.

Upon motion of Director Brown, seconded by Director Nicoletti, and carried with Director Graham being absent, the Board approved an Indemnification Agreement between Three Rivers Levee Improvement Authority, the County of Yuba, Central Valley Flood Protection Board, and Reclamation District Number 784 to allow for the completion of Phase 4 Feather River Levee Setback Project, authorized the Executive Director to execute agreement, approved issuing a letter to the State Board and authorized the Chairman to execute same. APPROVE AGREEMENT

B. Resolution of Necessity/Cooper, Truman: Following Chair Griego recapping the process for consideration of the resolution, Right-of-way Manager Bob Morrison provided a Power Point presentation on the necessity for acquisition.

Mr. Truman Cooper expressed opposition to acquisition of his property.

In response to an inquiry by Ms. Frances Hofman, Mr. Brunner advised the acquisition is related to Segment 3 of Phase 4 improvements.

Upon motion of Director Crippen, seconded by Director Nicoletti, and carried with Director Graham being absent, the Board adopted Resolution No. 08-34 which is entitled: "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 CIVIL PROCEDURE §1245.230)." as it relates to Assessor's Parcel Numbers 020-360-059, 060, 061(Cooper, Truman).

ADOPT
RESOLUTION
NO. 08-34

SPECIAL PRESENTATION

A. Levee Design Standard: Design Manager Larry Dacas and Executive Director Paul Brunner recapped the "deterministic" and "probabilistic" approach in setting the design heights for a 200-year level of protection and responded to Board inquiries.

The following individuals spoke on various criteria issues:

Mr. Tom Eres, Hofman Ranch,

Ms. Frances Hofman, Hofman Ranch

Following Board discussion, the Chair requested further information at the January 6, 2008 meeting regarding the criteria standards.

B. Western Pacific Interceptor Canal (WPIC) Trenching: Design Manager Larry Dacas recapped the field investigation done to locate a historic culvert in the west levee of the WPIC which was not found.

Mr. Tom Eres, Hofman Ranch, expressed concern regarding the amount of core sampling done.

Ms. Frances Hofman, Hofman Ranch, discussed where the original channel was previously located.

BOARD AND STAFF MEMBERS' REPORTS

Reports were received on the following:

Counsel Scott Shapiro:

- Public records request related to local credit due by the State

Executive Director Paul Brunner:

- 404 and 408 permit approval
- Approval of \$10.1 million from Proposition IE funding
- Monitoring equipment installation at the site of the Segment 1 crack
- Location of historic burial site and cooperation with Enterprise Rancheria
- Millionth tree planting riparian habitat
- Meeting with Chamber of Commerce on project update
- Public levee tours

Chair Griego

- Receipt of The Bond Buyer Far West Region Deal of the Year
- Response to assessment surveys
- 1955 flood newspaper articles

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 4:07 p.m. by Chair Griego.

Chair

ATTEST: DONNA STOTTEMEYER
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

Office (530) 749-7841 Fax (530) 749-6990

January 6, 2009

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *PB/ak*
Bob Morrison, Right of Way Manager
SUBJECT: Agricultural Lease – Award of Five-Year Agricultural Lease of 234 acres
(Naumes Property)

Staff Recommendation:

Approve award of a five-year lease agreement with Raj Kumar Sharma and delegate authority to Executive Director to negotiate final terms and execute attached lease agreement (Attachment 1) subject to minor conforming and clarifying changes as may be agreed to by the Executive Director and General Counsel.

Background:

As part of the Feather River Setback Levee project and on behalf of the State Department of Water Resources, TRLIA gained possession of approximately 822 acres from the Naumes Corporation (Naumes) along Feather River Boulevard in fee ownership on October 2, 2008. A portion of this property (approximately 233 acres) is located in the area between the existing levee and the new setback levee being constructed. The property was planted in pear orchard at the time of acquisition. Naumes stated that they are not interested in the leaseback of this property and also expressed their concern that disease and pests could become established which could spread to their remaining orchards if the orchards acquired by TRLIA are not properly maintained. To address this concern a Request for Proposal (RFP) was advertised in September 2008 to lease the property for agricultural use. Only one proposal was received which met the conditions of the RFP. Within a week of the Board's acceptance of this proposal, the proposal was withdrawn by the successful bidder. In late October, the pear trees were knocked down to prevent the potential spread of disease and pests to Naumes' remaining pear orchard.

Discussion:

The purpose of this lease is to maintain the property, prevent nuisance issues to neighboring properties and provide interim management of this property until such time as it can be transferred to DWR. In November, a RFP was advertised for agricultural use of the 234-acre property. DWR was consulted as to the terms and conditions of the lease as it will be the recipient of this property and approved the proposed lease. Seven inquiries were received regarding the RFP and three individuals attended the field review of the property. Only one proposal was received. The lack of response is due to the limitations of the property and constraints of the lease.

- First, the lease is limited to five-years in term and trees and other permanent plantings are not allowed per DWR request.
- Secondly, the prospective lessee must clear the property of the knocked down trees and stumps before cultivation can begin.
- Third, the property needs to be leveled and the existing irrigation lines damaged by the setback levee construction need to be repaired.

- Fourth, the RFP requires that the farmer set aside sixty acres to be planted in a crop suitable to accept wastewater from Naumes' fruit packing facility.
- Finally, access to the property will be hampered during the construction of the setback levee and degradation of the existing levee.

Staff's goal is to have a farmer on the property as soon as possible to clear and maintain the property, and to begin farming as soon as possible.

Qualifications of the prospective lessee: Mr. Sharma farms the adjacent property to the southeast, approximately 120 acres, under lease with the Central Valley Flood Protection Board (CVFPB). The 120 acres is planted in peaches, prunes, and walnuts. His involvement with the CVFPB property began after the flood of 1997 which devastated the prune orchard. After he rehabilitated the property and replanted the orchard with peaches, the orchard suffered another setback during the winter high water event of 2006. Approximately 30% of the orchard was damaged by the high water and Mr. Sharma decided to replant the orchard with walnut trees which are better suited to withstand flood flows. Mr. Sharma has the knowledge, ability, determination and resources to farm in the floodway which has been demonstrated by the large investment in effort, time and money spent on the CVFPB leasehold. In addition to the CVFPB leasehold, Mr. Sharma owns and farms 1,000 acres of orchard near Wheatland in Sutter County and another 1,000 acres of orchard near Dixon in Solano County.

Mr. Sharma shares the same concerns with Naumes regarding the potential for pests and disease affecting his orchards. Additionally, Mr. Sharma is also concerned about trespass issues which would affect his existing leasehold if the property is not adequately managed. Properties in the floodway are subject to trespass, illegal hunting, vandalism, theft, trash dumping, and other illegal activities. Mr. Sharma will provide active management of the property which will deter these undesirable activities. He has a vested interest in seeing that this property is properly maintained to prevent disease and other nuisances spreading to his orchard.

Fiscal Impact:

The proposed lease is a benefit to TRLIA. If this property is not leased, TRLIA would have to pay for removal of the trees and would still be left with the responsibility to manage the property. The lease proposes a rent of five dollars per acre per year of the lease beginning the second year of the lease. The proposed tenant has asked for relief from rent for the first year as he does not believe that he will be able to plant crops the first year due to the need to clear the property and repair irrigation damage. The proposed rent schedule will provide a gross rent of \$4,680 for the term of the lease.

AGRICULTURAL LEASE

1. Parties. This Lease (hereinafter, "Lease"), dated for reference purposes only _____, 2008 is made by and between THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a joint powers agency of the State of California ("Landlord") and _____ ("Tenant").

2. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the term, and upon all of the conditions set forth herein, that certain real property located in the County of Yuba (the "County"), State of California (the "State"), consisting of _____ acres, more or less, of Assessor's Parcel Number _____ and more particularly described on **Exhibit A** (the "Premises"). The Premises includes any and all improvements thereon, including orchard trees, wells, pumps, and irrigation systems as described on **Exhibit B**.

3. Term. The term of this Lease shall be five years, commencing upon the execution of this Lease and terminating at the end of the 2013 crop year, which shall be deemed to be December 31, 2013. The term shall be extended each January 1, unless prior to the end of any one-year term, 30 days' written notice is given by either party to terminate this Lease. Notwithstanding the foregoing, Landlord may terminate this Lease at any time on 60 days notice if Landlord finds it necessary to do so in meeting Landlord's needs, including any federal or state requirements.

4. Rent.

4.1. **Rent.** Tenant shall pay to Landlord an annual rent for the Premises in the amount of \$ _____ per acre per annum in arrears, on December 1st of each year. Rent shall be payable at the Landlord's address stated below or to such other persons or at such other places as Landlord may designate in writing. The acreage under this Lease shall be as determined pursuant to the Farm Services Administration ("FSA") allowance for acreage.

[This is just one possible rent structure. TRLLA is willing to consider alternative rent structures, such as a crop share rent based upon a percentage of gross receipts.]

*Note: If rent is based on percentage of the Adjusted Gross Income (AGI), attach **Exhibit C** defining AGI and Expected Gross Income.*

4.2. **Additional Rent.** In addition to the rent reserved by **Paragraph 4.1**, Tenant shall pay to the parties respectively entitled to such amounts, the annual cost of irrigation water, utilities, insurance premiums, operating charges, and any other charges, costs and expenses which arise or may be contemplated under any provisions of this Lease during the term. All of such charges, costs and expenses shall constitute additional rent, and upon the failure of Tenant to pay any of such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in the Lease for the failure of Tenant to pay rent.

4.3. **No Abatement of Rent.** It is the intention of the parties that this Lease shall not be terminable for any reason by Tenant, except as provided in **Paragraph 3**, and that

Tenant shall in no event be entitled to any abatement of or reduction in rent payable under this Lease, except as expressly provided in this Lease. Any present or future law to the contrary shall not alter this agreement of the parties.

5. Use.

5.1. Use. The Premises shall be used and occupied for agricultural and related purposes only. Any other use of the Premises is prohibited.

5.2. Compliance with Law. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Tenant of the Premises. Tenant shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

5.3. Flood Plain. Tenant acknowledges that the Premises is in a flood plain and subject to flooding. Tenant assumes all risk that the Premises may flood during the term of this Lease.

5.4. No Warranty of Suitability of the Soil. Landlord does not warrant suitability of the soil for growing authorized crops, nor the absence of deleterious organisms or chemicals in the soil.

5.5. Water Availability. It is understood and agreed by the parties that Landlord does not guarantee the availability, quality or quantity of water on the Premises.

6. Lease Subject to Existing Rights of Others. This Lease is subject to all existing and future easements, servitudes, licenses and rights-of-way for canals, ditches, levees, roads, highways and telegraph, telephone and electric power lines, railroads, pipelines and other purposes, whether recorded or not. Landlord makes no warranty of title to the Premises.

7. Maintenance, Repairs and Alterations.

7.1. Tenant's Obligations. Tenant, at Tenant's sole cost, shall keep the Premises in good order and condition during the term of this Lease. All operations incident to this use of the Premises shall be carried on according to the best course of agricultural practices in the vicinity. On default of Tenant to use the Premises as required by this Lease, Landlord reserves the right, after having given 10 days' notice, to take reasonably necessary remedial measures at the expense of Tenant, for which Tenant shall reimburse Landlord on demand. Tenant will make reasonably diligent efforts to prevent the spread of all noxious weeds on the Premises and will take commercially reasonable measures in accordance with customary good farming practices to protect the Premises from infestations of pests. Tenant will make reasonably diligent efforts to prevent infestations of organisms that may produce disease in crops grown on the Premises during and after the term of this Lease.

7.2. Surrender. On the last day of the term of this Lease, or on any sooner termination, Tenant shall surrender the Premises to Landlord in reasonably the same condition as when received. Tenant shall remove any equipment on the Premises but not any wells or pumps.

73. Landlord's Obligations. Landlord shall have no obligation, in any manner whatsoever, to repair and maintain the Premises. Tenant expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

74. Alterations and Additions.

(a) Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld, make any alterations, improvements or additions on or about the Premises, except for that which is required for the agricultural use of the Premises. Should Tenant make any alterations, improvements or additions Landlord may condition its approval on Tenant agreeing to remove any or all of such improvements at the end of the term of this Lease.

(b) Tenant agrees that in no event shall Landlord be required to perform any maintenance on or make improvements, repairs or alterations to the Premises of any nature whatsoever, or to pay or reimburse Tenant for any part of the cost thereof.

(c) Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises which claims are or may be, secured by any mechanics' or materialmen's lien against the Premises or any interest in the Premises.

(d) Unless Landlord requires their removal, as set forth in Paragraph 7.4(a), all alterations, improvements or additions, which may be made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the provisions of this paragraph, Tenant's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Paragraph 7.2.

8. Environmental Matters.

81. Compliance with Environmental Requirements. Tenant expressly agrees, at all times and in all respects, to comply with all federal, state and local laws, regulations, ordinances, other requirements, permits and orders issued in relation thereto, which are designed to protect public health and safety, worker health and safety, or the environment, including, but not limited to, management of hazardous materials and/or hazardous waste (collectively referred to hereinafter as "**Environmental Requirements**"). For this purpose, "management" includes, but is not limited to, use, storage, handling and transportation. Tenant expressly agrees not to store hazardous waste on the Premises, treat hazardous waste on the Premises or dispose of, or bury any waste, including hazardous waste, on the Premises.

82. Handling of Pesticides and Fertilizer. Tenant expressly agrees to use and handle pesticides and fertilizers in compliance with all Environmental Requirements which are designed to regulate pesticides and fertilizers, including, but not limited to, requirements

pertaining to re-entry or pre-harvest intervals. No poison, herbicide, or pesticide other than those approved by the United States Department of Agriculture and by the California Department of Agriculture shall be applied to the Premises or crops growing thereon. The use of the pesticide aldicarb (also known as Temik) is prohibited. Landlord reserves the right to prohibit the application of a listed pesticide, fertilizer, or soil amendment, but not without recommending an effective and suitable replacement. No soil sterilant or semi-sterilant, experimental poisons, herbicides, pesticides, fertilizers, or other foreign chemical or substance shall be applied to the Premises, or the crops growing thereon, without the prior written consent of Landlord. No pesticide or agricultural chemical shall be used by Tenant if it results in a plant-back restriction or other provision which would place any limitation on the use of the Premises which extend beyond the term of the Lease without the prior written consent of Landlord. The use of pesticides should be minimized. Tenant shall provide Landlord a copy of Tenant's County Pesticide Permit prior to planting each crop year. Tenant agrees to keep true and correct records of the time, place, and all other information and data pertaining to the quantity, kind, use, and method of application of any poison, herbicide, pesticide, fertilizer, or other foreign chemical or substance and to furnish Landlord true and correct copies thereof upon demand.

8.3. Contamination. Tenant expressly agrees, at all times and in all respects, to comply with all federal, state and local laws, regulations, ordinances, other requirements, and permits and orders issued in relation thereto which concern any contamination, release, pollution, nuisance or waste, whether toxic or nontoxic chemical or biological, which may result from Tenant's operation on, and use of, the Premises during the term of this Lease, whether created or maintained by Tenant, its agents, servants or employees, or whether Tenant assists in the creation or maintenance thereof.

9. Insurance.

9.1. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of Combined Single Limit, Bodily Injury and Property Damage insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant to the Premises. Such insurance shall be a combined single limit policy in an amount not less than \$1 Million per occurrence. The policy shall insure performance by Tenant of the indemnity provisions of this Paragraph 9. The limits of such insurance shall not, however, limit the liability of Tenant under this Lease. Landlord shall be an additional named insured on the policy of insurance.

9.2. Insurance Policies. Insurance required hereunder shall be in companies holding a "General Policyholders Rating" of at least "A-VIP" in the most current issue of "Best's Insurance Guide". At Landlord's request, Tenant shall deliver to the Landlord copies of policies of such insurance or certificates evidencing the existence and amount of such insurance with loss payable clauses as required by this Paragraph 9 concurrently with the execution and delivery of this Lease. No such policy shall be subject to cancellation or reduction of coverage or other modification except after 30 days' prior written notice to Landlord. Tenant shall not do or permit to be done anything which shall invalidate the insurance policy referred to in this Paragraph 9. Should Tenant fail to maintain the insurance coverage required by this Lease,

Landlord shall make demand upon Tenant to cure such default and if it is not cured within 15 days of notice thereof, then Landlord may purchase such coverage and charge Tenant for the costs incurred by Landlord and Tenant shall reimburse Landlord for such costs within 30 days.

93. Indemnity. Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere and shall further defend, indemnify and hold harmless Landlord from and against any and all claims arising from the failure of Tenant to perform any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

10. Real Property Taxes.

10.1. Payment of Taxes. Tenant shall pay the real property tax applicable to the Premises, assessments or charges that may be levied upon the interests in this Lease. Tenant understands that this Lease may create a possessory interest subject to property taxation and Tenant may be subject to the payment of property taxes levied on such interest assessed against the Premises during the term of this Lease.

10.2. Personal Property Taxes.

(a) Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere. When possible, Tenant shall cause such trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord.

(b) If any of Tenant's personal property shall be assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant within 30 days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

11. Utilities. Tenant shall pay for power, telephone or other utilities provided to the Premises at Tenant's request or for Tenant's use.

12. Subletting and Assignment.

12.1. Sublease. Tenant may not sublease the Premises, without Landlord's consent, which Landlord may withhold in Landlord's sole discretion.

12.2. Assignment. Tenant may not assign this Lease, in whole or in part, without Landlord's consent, which Landlord may withhold in Landlord's sole discretion.

13. Defaults; Remedies.

13.1. **Defaults.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant.

(a) The vacating or abandonment of the Premises by Tenant. Notwithstanding the forgoing, Tenant's failure to farm the Premises or allow some or all field to lie fallow to comply with governmental programs, due to uneconomic conditions for growing crops or good agricultural practices shall not be deemed vacating or abandoning the Premises, provided that Tenant maintains such fallow ground in accordance with the provisions of Paragraph 7.1 with respect to weeds.

(b) The failure by Tenant to make any payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five days after written notice thereof from Landlord to Tenant.

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraph (b) above, where such failure shall continue for a period of 30 days after written notice of the default from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than 30 days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the 30-day period and thereafter diligently prosecutes such cure to completion.

(d) (i) The making by Tenant of any general arrangement or assignment for the benefit of creditors; (ii) Tenant becomes a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the petition is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days. Provided, however, if any provision of this Paragraph 13.1(d) is contrary to any applicable law, such provision shall be of no force or effect.

13.2. **Remedies.** In the event of any such default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. If Landlord shall elect to terminate this Lease, then Landlord may recover from Tenant any amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligation under this Lease or which in the ordinary course of things would be likely to result from such failure.

13.3. **Re-entry.** In the event of any such default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. No re-entry or taking

possession of the Premises by Landlord pursuant to this Paragraph 13.3 shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination of this Lease be decreed by a court of competent jurisdiction.

134. Cumulative Rights. All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Tenant hereunder shall be implied from any acceptance by Landlord of any rent or other payments due hereunder or any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in the waiver. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

135. Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than 30 days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have been furnished to Tenant in writing, specifying in what respect Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

14. Condemnation. If the whole or any part of the Premises shall be condemned or taken by any public authority under the power of eminent domain, then the terms of this Lease shall cease as to the parts taken, from the day that possession of such portion shall vest in the condemnor. If in excess of 50% of the Premises shall be so taken, Tenant may, at its option, upon 10 days written notice, declare this Lease terminated.

15. Estoppel Certificate. Tenant shall at any time upon not less than 10 days' prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; and (c) such other information as may be reasonably requested regarding this Lease. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

16. Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision of this Lease.

17. Interest on Past-due Obligations. Except as expressly provided in this Lease, any amount due to Landlord not paid when due shall bear interest at the maximum rate than allowable by law from the date on which Landlord delivers notice to Tenant of late payment. Payment of such interest shall not excuse or cure any default by Tenant under this Lease, provided, however, that interest shall not be payable on late charges incurred by Tenant.

18. Time of Essence. Time is of the essence.

19. Additional Rent. Any monetary obligations of Tenant to Landlord under the terms of this Lease shall be deemed to be additional rent.

20. Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned in this Lease. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that Landlord and any employees and or agents of any of such persons have not made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises and Tenant acknowledges that Tenant shall materially comply with all applicable laws and shall be responsible for the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease except as otherwise specifically stated in this Lease.

21. Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, by certified mail or overnight delivery by a nationally recognized, reputable delivery service (e.g., Federal Express, UPS, etc.), and if given personally or by mail, shall be deemed sufficiently given if addressed to Tenant or to Landlord at the address noted below the signature of the respective parties, as the case may be. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time designate by notice to Tenant.

22. Waivers. No waiver by Landlord of any provision of this Lease shall be deemed a waiver of any other provision of this Lease or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render necessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

23. Holding Over. If Tenant, with Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, but all options and rights of first refusal, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

24. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

26. Succession and Choice of Law. Subject to any provisions of this Lease restricting assignment or subletting by Tenant and subject to the provisions of Paragraph 12, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

27. Subordination.

27.1. If Landlord encumbers the Premises, this Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms.

27.2. Tenant agrees to execute any documents required to effectuate an attornment, non-disturbance and subordination to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within 10 days after written demand shall constitute a material default by Tenant hereunder, or, at Landlord's option, Landlord shall execute such documents on behalf of Tenant as Tenant's attorney-in fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Paragraph.

28. Attorney's Fees. If either party herein brings an action to enforce the terms of this Lease or declare rights under this Lease, the prevailing party in any action, on trial or appeal, shall be entitled to such party's reasonable attorney's fees to be paid by the losing party as fixed by the court.

29. Landlord's Access. Landlord and Landlord's agents shall have the right to enter on the Premises at reasonable times for any reasonable purpose. Landlord shall indemnify and hold Tenant harmless from all liability relating to such entry, except for liability which results from Tenant's negligence or willful acts.

30. Signs. Except for signs which relate to agriculture products actually used by Tenant on the Premises, Tenant shall not place any sign upon the Premises without Landlord's prior written consent which consent shall not be unreasonably withheld. Landlord shall be allowed to place such signs upon the Premises as Landlord may from time to time desire.

31. Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

32. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions of this Lease, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of such party to pay such sum or any part thereof, such party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

33. Waiver of California Code Sections. Tenant waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to the destruction of the Premises, Civil Code Sections 1932(1), 1941 and 1942 with respect to Landlord's repair duties and Tenant's right of repair, and Code of Civil Procedure Section 1265.130, allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises for public or quasi-public use by statute, by right of eminent domain, or by purchase in lieu of eminent domain, and any right of redemption or reinstatement of Tenant under any present or future case law or statutory provision (including Code of Civil Procedure Sections 473, 1174(e) and 1179 and Civil Code Section 3275) if Tenant is dispossessed from the Premises for any reason. This waiver applies to future statutes enacted in addition or in substitution to the statutes specified herein, and this waiver shall apply even though Tenant may be the subject of a voluntary or involuntary petition in bankruptcy.

34. Successors to Lease. It is understood that title to the Property will be eventually transferred to the Sacramento and San Joaquin Drainage District (the "Board"), acting by and through the Central Valley Flood Protection Board and, along with title, all rights and obligations under this Lease will transfer to DWR. The terms and obligations contained in this Lease shall bind and inure to the benefit of the representatives, assigns and successors in interest of the parties hereto, subject to the provisions of Paragraph 12 with respect to subletting and assignment. In the event of any transfer of Landlord's title or interest to the Premises, Landlord herein named (and in case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee.

35. Waste. Tenant shall not commit, or permit others to commit, on the Premises waste, or nuisance, or any other act that could disturb the quiet enjoyment of Landlord on adjacent property.

36. No Relocation Benefits. Tenant acknowledges the following: Tenant commenced occupancy of the Premises after Landlord acquired possession to it, Landlord acquired the Premises for a public project (the Feather River Levee Improvement Project), Tenant may be required to vacate the Premises to allow construction of the public project, and Tenant is not entitled to receive any payments under either the State or the Federal Uniform Relocation Assistance Act. (Cal. Gov't Code §§ 7260, et seq.; 42 U.S.C. §§ 4601, et seq.)

37. Mineral Rights.

37.1 The exclusive right to conduct seismic and other geophysical surveys and otherwise to prospect for, drill for, produce, mine, extract and remove oil and gas upon and from the Premises, the exclusive right to drill upon, to drill through and otherwise to use the Premises to produce, mine, extract, and remove water from adjacent or neighboring lands, and the exclusive right to inject in, store under, and thereafter withdraw from the Premises oil and gas, whether produced from the Premises or elsewhere, together with the right to drill and operate whatever wells, construct, install, operate, maintain and remove whatever other facilities and do whatever else may be reasonably necessary on and in the Premises for the full enjoyment and exercise of the above rights, and the unrestricted right of ingress and egress on the Premises for all such purposes, may be reserved or owned by other parties or may be transferred by Landlord to other parties.

37.2 Tenant agrees not to interfere, in any way, with the interests of any person or persons that may presently or in the future hold oil, gas, or other mineral interests upon or under the Premises; nor shall Tenant, in any way, interfere with the rights of ingress and egress of said interest holders.

38. Cropping Programs and Agreements. Tenant shall not, without prior written consent of Landlord, enter into any soil conservation, Federal farm program or cropping agreement affecting the Premises, irrespective of whether such agreement shall be proposed or submitted under or in compliance with any Federal, state, county, or municipal law, or by private arrangement. Tenant shall, upon written request of Landlord, enter into and execute any and all such soil conservation, Federal farm program or cropping agreements affecting the Premises. If any Federal or state programs regulating crop acreage or crop production are imposed during the term of this Lease, the acreage or production rights resulting from said program, as applied to the Premises, shall remain with and inure to the benefit of the Landlord.

39. Ownership of Facilities. Upon expiration of this Lease, or sooner termination, any and all irrigation facilities upon the Premises, including but not limited to any wells, pumps, electric motors, pipelines, valves, and water gates, but excepting portable sprinkler irrigation facilities and tail water pumps provided by Tenant, shall become the property of the Landlord free of cost to Landlord. Ownership and removal of facilities or improvements placed on Premises with prior written approval of Landlords shall be as stated in the written approval. All

other facilities or improvements placed on the Premises by Tenant which are required to comply with generally recommended farming practices shall become the property of Tenant so long as this Lease is in effect and shall be removed by Tenant upon termination of this Lease.

40. Crops and Lease Term. All crops must be harvested by the end of the Lease term. Tenant waives the provisions of Section 1932 and 1933 (4) of the Civil Code of California. Multiple year crops which produce beyond the term of this Lease are planted at the sole risk and responsibility of Tenant and such planting does not convey any right of Tenant or responsibility of Landlord to extension of this Lease beyond the Lease expiration or termination date or any right to compensation for any multiple year crops which produce beyond the term of the Lease or after Lease termination. Landlord shall not be held accountable to Tenant for any crops harvested by Landlord or third parties beyond the term of this Lease or the termination of this Lease.

41. Termination. Landlord may terminate this Lease in whole or in part at any time during the term hereof by giving Tenant notice in writing at least 60 days prior to the date when such termination shall become effective. If, prior to the time for harvesting, Landlord should terminate this Lease, Landlord hereby agrees to reimburse Tenant for all reasonable and/or actual costs expended by Tenant pursuant to this Lease in the production of that portion of the crop affected by any such termination. If termination is made due to default, Landlord shall not be liable for any reimbursements to Tenant. Landlord shall not be liable for loss of anticipated profits. Tenant agrees to maintain an accurate record of all expenditures for labor and materials made in connection with his cultivation of, or capital improvements to, the Premises in order that Landlord may verify the amount of reimbursement to be made to Tenant. Tenant shall support all such expenditures with appropriate, receipted, written vouchers.

LANDLORD:

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY, a joint powers agency of the State
of California

Dated: _____, 20

By: _____

Name: _____

Title: _____

Dated: _____, 20

By: _____

Name: _____

Title: _____

TENANT:

Dated: _____, 20

[Name]

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

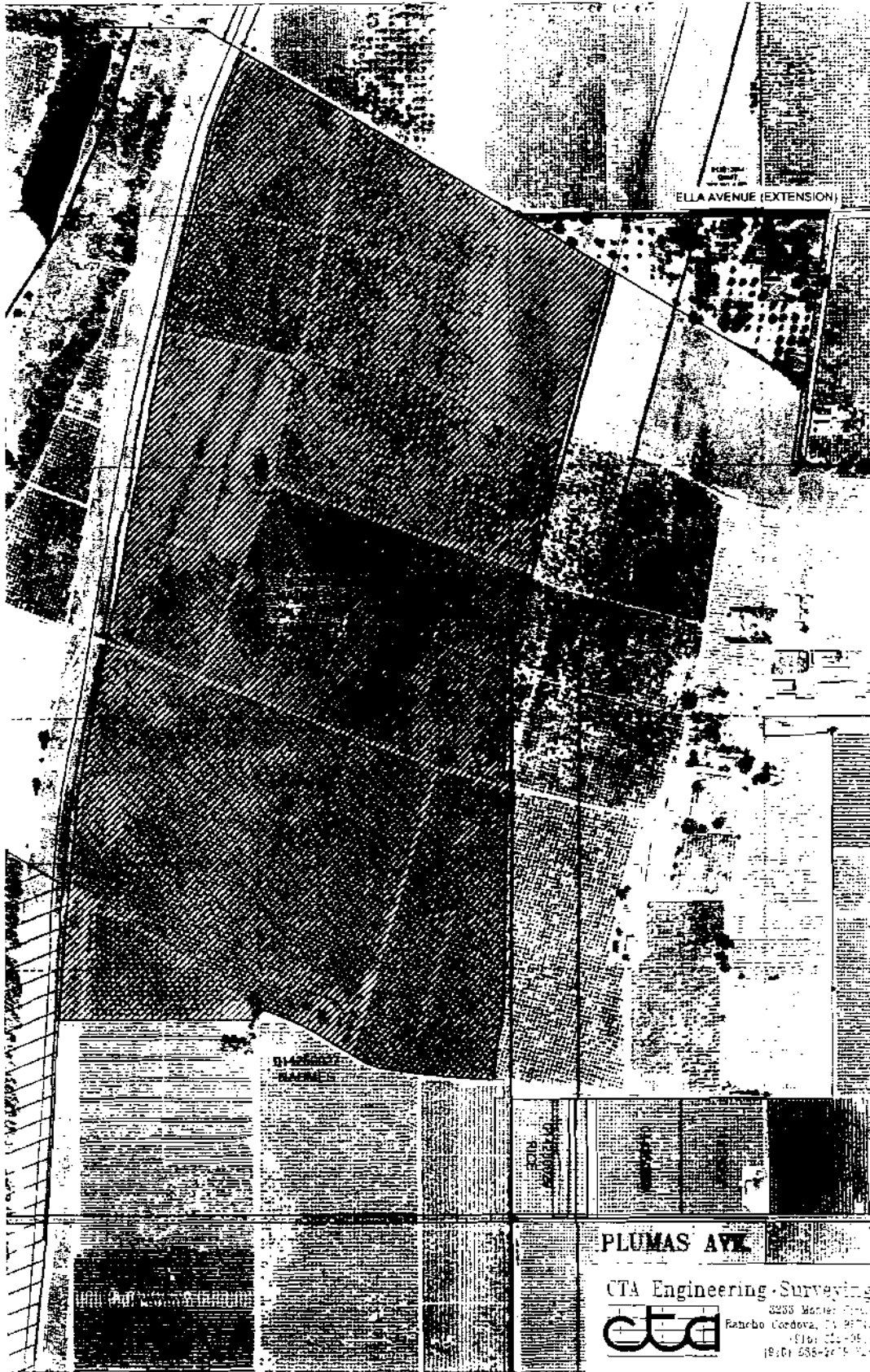
REQUEST FOR AGRICULTURAL LEASE PROPOSALS

EXHIBIT "A"

MAP OF LEASE PREMISES

(NAUMES PROPERTY)

EXHIBIT A
NAUMES PROPERTY
YUBA COUNTY, CALIFORNIA
A.P.N. 014-250-027
Scale: 1" = 500'



PLUMAS AVE

CTA Engineering - Surveying
3233 Montez Street
Rancho Cordova, CA 95742
Phone: 916-255-0613
Fax: 916-255-2755

EXHIBIT B

Inventory

EXHIBIT C

Definitions



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

Office (530) 749-7841 Fax (530) 749-6990

January 6, 2009

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *psb*
SUBJECT: Consider Amending Contractual Agreement with MBK Engineers for
TRLIA Project Management, Amendment 13

Recommended Action

Approve contract Amendment No. 13 for \$572,472 to the contract with MBK Engineers for program and design management and authorize Executive Director to execute upon review and approval of General Counsel. This thirteenth amendment to MBK Engineers' contract is to extend the time frame and budget of the MBK Engineers contract which terminated December 31, 2008. The specific contract amendment terms are detailed in the attached document (Attachment A).

Discussion

The TRLIA Board has adopted a management organization that includes a Program Manager and a Design Manager. These services have been provided by MBK Engineers for several years. This amendment will extend management efforts from December 31, 2008 to December 31, 2009. The estimated cost associated with 2009 additional efforts is \$572,472. All other terms and conditions contained in the Agreement shall remain in full force and effect.

Fiscal Impact

The contract amendment would increase the existing contract by \$572,472 for services on a time-and-expenses basis, to a maximum amount not exceeding \$3,084,217 without prior authorization by TRLIA.

Current maximum amount \$2,511,745

AMENDMENT NO. 13

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
MBK ENGINEERS

THIS THIRTEENTH AMENDATORY AGREEMENT is made and entered into this ____ day of January, 2009, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY ("TRLIA") and MBK ENGINEERS ("CONTRACTOR"), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:

- 1.1. Effective August 23, 2003, the parties entered into an agreement ("AGREEMENT") to provide basic services with a contract value of \$55,800 and an end date of February 3, 2004.
- 1.2. Effective September 11, 2003, the parties entered into Amendment 1 to the AGREEMENT in the amount of \$8,000 for a total contract value of \$63,800.
- 1.3. Effective January 6, 2004, the parties entered into Amendment 2 to the AGREEMENT in the amount of \$30,000 for a total contract value of \$93,800.
- 1.4. Effective March 19, 2004, the parties entered into Amendment 3 to the AGREEMENT in the amount of \$45,400 for a total contract value of \$139,200 and to extend the contract end date to March 30, 2004.
- 1.5. Effective April 22, 2004, the parties entered into Amendment 4 to the AGREEMENT in the amount of \$50,100 for a total contract value of \$189,300 and to extend the contract end date to July 31, 2004.
- 1.6. Effective August 3, 2004, the parties entered into Amendment 5 to the AGREEMENT in the amount of \$8,000 for a total contract value of \$197,300 and to extend the contract end date to September 7, 2004.
- 1.7. Effective October 6, 2004, the parties entered into Amendment 6 to the AGREEMENT in the amount of \$97,650 for a total contract value of \$294,950 and to extend the contract end date to December 7, 2004.
- 1.8. Effective January 26, 2005, the parties entered into Amendment 7 to the AGREEMENT in the amount of \$35,000 for a total contract value of \$329,950 and to extend the contract end date to April 30, 2005.
- 1.9. Effective March 15, 2005, the parties entered into Amendment 8 to the AGREEMENT in the amount of \$108,200 for a total contract value of \$438,150.
- 1.10. Effective September 6, 2005, the parties entered into Amendment 9 to the AGREEMENT in the amount of \$187,200 for a total contract value of \$625,350 and to extend the contract end date to July 31, 2006.
- 1.11. Effective April 18, 2006, the parties entered into Amendment 10 to the AGREEMENT in the amount of \$549,359 for a total contract value of \$1,174,709 and to extend the contract end date to December 31, 2006.
- 1.12. Effective December 12, 2006, the parties entered into Amendment 11 to the AGREEMENT in the amount of \$707,980 for a total contract value of \$1,882,689 and to extend the contract end date to December 31, 2007.

- 1.13. Effective January 8, 2008, the parties entered into Amendment 12 to the AGREEMENT in the amount of \$629,056 for a total contract value of \$2,511,745 and to extend the contract end date to December 31, 2008.
- 1.14. The parties now desire to amend the AGREEMENT to modify the scope of services, total contract value and contract end date.

2. **Thirteenth Amendment to Agreement.** The AGREEMENT is hereby amended as follows:

- 2.1. The scope of services is amended by the scope of work as described in Attachment A.
- 2.2. The total contract value is amended in the amount of \$572,472 for a total contract value of \$3,084,217.
- 2.3. The contract end date is extended to December 31, 2009

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2009.

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY OF YUBA COUNTY

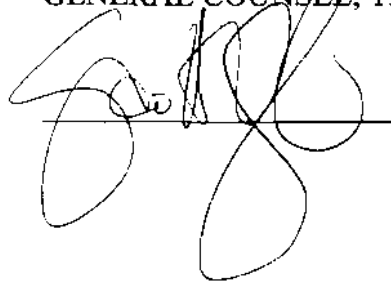
MBK ENGINEERS

Paul G. Brunner
Executive Director

Ric Reinhardt
Principal

ATTEST:
DONNA STOTTEMEYER
SECRETARY, THREE RIVERS

APPROVED AS TO FORM:
SCOTT L. SHAPIRO
GENERAL COUNSEL, TRRIA



**ATTACHMENT A
AMENDMENT 13 TO TRLIA/MBK CONTRACT
Scope of Work**

The following is a general level of estimated involvement from January 1, 2009 to December 31, 2009.

Task 1 – Program Management Activities

- Project Management Meetings – Coordinate agenda with Executive Director, participate in teleconferences, and attend meetings as required. **Effort – 10 hrs/month**
- Coordination with Reclamation Board – Meet with staff and coordinate on permit issues, program issues, and financing issues. **Effort – 12 hrs/month**
- Coordination with the Corps and FEMA on FEMA certification issues. **Effort – 8 hrs/month**
- Coordination with Finance team, DWR on Design Grant, Construction Grants and other implementation issues. **Effort – 18 hrs/month**
- General Coordination – Coordination on project issues with TRLIA staff, floodplain mapping outreach, land use adjacent to levees, public meetings, prepare PowerPoint presentations, prepare other correspondence, coordination and meetings with stakeholders, and JPA Board Meetings. **Effort – 32 hrs/month**

Task 1		
Principal Engineer	80 hrs @ \$220/h	\$17,600
Expenses		\$ 500
Total		\$18,100 per month

Total Cost = \$217,200

Task 2 – Design Management Activities

- Technical Meetings and Coordination – Participate in weekly conference calls with design teams, coordinate and participate in design issues resolution, attend field conferences on design issues. **Effort – 78 hrs/month**
- Coordination with Reclamation Board – Prepare monthly status reports provide information to Reclamation board as needed. **Effort – 10 hrs/month**
- General Coordination – Coordination on project issues with TRLIA staff, public meetings, prepare correspondence in support of Program Manager, coordination with RD 784, coordination and meetings with stakeholders. **Effort – 32 hrs/month**

Task 2		
Supervisory Engineer	120 hrs @ \$187/h	\$22,440
Total		\$22,440 per month

Total Cost = \$269,280

Task 3 – Mapping Support

- Prepare and update maps and figures that show all project features in RD 784. **Effort – 13 hrs/month**
- Prepare maps as needed for presentation and meetings. **Effort – 13 hrs/month**

Task 3		
Junior Engineer	26 hrs @ \$138/h	\$3,588
Expenses		\$ 212
Total		\$3,800 per month

Total Cost = \$45,600

Task 4 – Grant Support

- Continue to meet with County financial analyst to be certain that TRLIA invoices are coded to the correct accounts for DWR Grant purposes. **Effort – 18 hrs/month**

Task 4		
Supervisory Engineer	18 hrs @ \$187/h	\$3,366
Total		\$3,366 per month

Total Cost = \$40,392

Total Amendment 13 Costs for Tasks 1-4 = \$572,472 for the period January 1, 2009 to December 31, 2009.

The AGREEMENT shall be amended to extend the contract end date to December 31, 2009.

The AGREEMENT shall be amended to increase the price ceiling for basic services by \$572,472 from \$2,511,745 to \$3,084,217

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



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

Office (530) 749-7841 Fax (530) 749-6990

January 6, 2009

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *P. Brunner*
Scott Shapiro, General Counsel
SUBJECT: Resolution of Appreciation for the US Army Corps of Engineers

Recommended Action:

The Executive Director and General Counsel recommend the Board approve the attached resolution of appreciation in appreciation for the work of the U.S Army Corps of Engineers and authorize the Chair to sign.

Background:

The southern Yuba County community has been repeatedly devastated by floods, three within the last 55 years. TRLIA was created for the purpose of constructing a public works project to repair levees within Yuba County for the purpose of providing greater flood protection from flooding to these communities. Three of the four phases of this project have been completed and the fourth phase of the project is the Feather River Setback Levee. It will protect the communities of Linda, Olivehurst and Plumas Lake. This fourth phase of the project (and the setback levee in particular) needed to obtain from the U.S. Army Corps of Engineers approvals under 33 USC section 408 and under Section 404 of the Clean Water Act.

Pursuant to the Board's wishes at the last meeting, this resolution thanks the Corps for its efforts.

Fiscal Impact: None.

RESOLUTION NO. 2009-__

**A RESOLUTION BY THE BOARD OF DIRECTORS OF THE
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
EXPRESSING APPRECIATION FOR THE WORK OF THE
U.S. ARMY CORPS OF ENGINEERS**

WHEREAS, the southern Yuba County community have been repeatedly stricken by devastating floods, including three floods in the last 55 years;

WHEREAS, the Three Rivers Levee Improvement Authority ("Authority") was created for the purpose of constructing a public works project to repair levees within Yuba County, California, for the purpose of providing greater protection from flooding to these communities; and

WHEREAS, as part of its four phase public works project, the Authority is constructing its Phase 4 Feather River Setback Levee (the "Project") in order to improve the Feather River levee that protects the communities of Linda, Olivehurst, and Plumas Lake; and

WHEREAS, in order to construct the Project the Authority needed to obtain from the U.S. Army Corps of Engineers ("Corps") approvals under 33 U.S.C. section 408 and under Section 404 of the Clean Water Act; and

WHEREAS, in processing, considering, and ultimately issuing the needed approvals the Corps, including its Sacramento District under the leadership of Colonel Thomas Chapman, its South Pacific Region under the leadership of Brigadier General John R. McMahon, its Headquarter in Washington D.C., worked tirelessly to assist the Authority in pursuing improved public safety for the community; and

WHEREAS, Assistant Secretary of the Army John Paul Woodley also provided invaluable support to TRLIA in pursuing improved public safety for the community.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Three Rivers Levee Improvement Authority as follows:

Section 1. The Board gratefully extends its thanks to Assistant Secretary Woodley and Corps for their tireless efforts on behalf of the Authority's levee improvement program.

PASSED AND ADOPTED this 6th day of January, 2009, by the Board of Three Rivers
Levee Improvement Authority by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER,
CLERK OF THE BOARD

APPROVED AS TO FORM: GENERAL COUNSEL
SCOTT SHAPIRO
