



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

AGENDA

SEPTEMBER 27, 2016 – 2:00 P.M.

SPECIAL MEETING

No other business shall be conducted at this meeting. The public shall have an opportunity to address the Authority only with respect to items set forth in this agenda. Each individual or group will be limited to no more than five minutes. Prior to this time, speakers are requested to fill out a “Request to Speak” card and submit it to the Clerk of the Board.

I ROLL CALL – Directors Atwal, Brown, Griego, Nicoletti, Ritchie

II CONSENT AGENDA: Matters listed are considered to be routine and can be enacted by one motion.

A. Approve meeting minutes of September 13, 2016.

III ACTION ITEMS

A. Approve Assignment and Assumption Agreement with Sierra View Landscape Inc. dba Restoration Resources and Amendment No. 4 extending the agreement to December 31, 2017 for environmental services for the Anderson mitigation site and authorize the Executive Director to execute upon review and approval of Counsel.

B. Ordinance - Hold hearing, waive reading, and adopt ordinance providing public access to TRLIA Feather Setback Area and associated rules of conduct. (Second Reading)

IV BOARD AND STAFF MEMBERS REPORTS

VI ADJOURN

The complete agenda, including backup material, is available at the Yuba County Government Center, 915 8th Street, Suite 109, the County Library at 303 Second Street, Marysville, and www.trlia.org. 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 Americans 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

SEPTEMBER 13, 2016

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 2:04 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Sarbdeep Atwal, Rick Brown, Mary Jane Griego, and Edward Ritchie. Director John Nicoletti absent. Also present were Executive Director Paul Brunner, Counsel Andrea Clark, and Secretary/Clerk of the Board of Supervisors Donna Stottlemeyer. Chair Griego presided.

I ROLL CALL – Directors Atwal, Brown, Griego, Nicoletti, Ritchie – Director Nicoletti absent.

II CONSENT AGENDA: Matters listed are considered to be routine and can be enacted by one motion.

MOTION: Move to approve MOVED: Edward Ritchie SECOND: Rick Brown
AYES: Sarbdeep Atwal, Rick Brown, Mary Jane Griego, Edward Ritchie
NOES: None ABSTAIN: None ABSENT: John Nicoletti

- A. Approve meeting minutes of August 2, 2016. Approved.
- B. Approve Amendment No. 1 to the agreement with Sage Engineers, Inc. for engineering services extending the term to December 31, 2017 and authorize Executive Director to execute agreement. Approved.
- C. Approve Amendment No. 4 to agreement with Restoration Resources Inc. for environmental services extending the term to December 31, 2017 and authorize Executive Director to execute agreement. Pulled from consideration.
- D. Approve Amendment No. 5 to agreement with David T. Williams and Assoc. for consultant and independent expert services extending the term to December 31, 2017 and authorize Executive Director to execute agreement. Approved.
- E. Approve Amendment No. 6 to agreement with ENGEO, Inc. for engineering services extending the term to December 31, 2017 and authorize Executive Director to execute agreement. Approved.
- F. Approve Amendment No. 6 to agreement with Donald H. Babbitt for independent expert services extending the term to December 31, 2017 and authorize Executive Director to execute agreement. Approved.
- G. Approve Amendment No. 6 to agreement with Kim Floyd Communications Inc. for public outreach services extending the term to December 31, 2017 and authorize Executive Director to execute agreement. Approved.
- H. Approve Amendment No. 8 to agreement with MHM, Inc. for engineering and surveying services extending the term to December 31, 2017 and authorize Executive Director to execute agreement. Approved.
- I. Approve Amendment No. 13 to agreement with BRI, Inc. for real estate/right-of-way consulting services extending the term to December 31, 2017 and authorize Executive Director to execute agreement. Approved.

J. Approve Amendment No. 20 to agreement with GEI Consultants Inc. for program support tasks extending the term to December 31, 2017 and authorize Executive Director to execute agreement. Approved.

III ACTION ITEMS

Ordinance - Hold hearing, waive reading, and introduce ordinance providing public access to TRLIA Feather River Setback Area and associated rules of conduct. (First Reading) Executive Director Paul Brunner recapped the proposed ordinance and responded to inquiries. Counsel Andrea Clark responded to inquiries. Director Brown requested language adding no hunting or shooting permitted.

Chair Griego opened the hearing. No public comment.

MOTION: Move to close hearing, waive reading and introduce ordinance
MOVED: Rick Brown SECOND: Sarbdeep Atwal
AYES: Sarbdeep Atwal, Rick Brown, Mary Jane Griego, Edward Ritchie
NOES: None ABSTAIN: None ABSENT: John Nicoletti

Executive Director Paul Brunner commented on the following:

- o Audit Services through Gallina, LLP
- o Flood Management Association Conference in Sacramento
- o Western Interceptor Canal Project
- o Department of Water Resources Senior Management meeting September 16 regarding agricultural properties within setback area
- o Yuba Levee Finance Authority meeting September 13
- o Yuba Goldfields project funding

Director Atwal declared a conflict regarding closed session and the left the meeting at 2:47 p.m.

VI CLOSED SESSION: The Board retired into closed session at 2:47 p.m. and returned at 3:30 p.m.

Conference with real property negotiators pursuant to Government Code Section 54956.8 – Property: Assessor’s Parcel Nos. 013-010-061 and 013-010-048. Negotiating Parties: Kuldip S. and Narinder H. Atwal/TRLIA/Paul Brunner/Kelly Pope. Under Negotiation: Price and Terms of Payment No report.

VI ADJOURN: 3:30 p.m.

Chair

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

Approved: _____



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
1114 Yuba Street, Suite 218
Marysville, CA 95901
Office (530) 749-7841 Fax (530) 749-6990

September 27, 2016

TO: Paul Brunner, Executive Director *PAB*
FROM: Larry Dacus, Design Manager
SUBJECT: Consider Approval of Assignment Agreement with Restoration Resources and Habitat Restoration Services, and Approval of Amendment 4 for Anderson Mitigation Site Monitoring and Maintenance

Recommended Action

Approve Assignment Agreement among TRLIA, Restoration Resources and Habitat Restoration Services, Inc. and amendment to agreement for environmental services and authorize TRLIA Executive Director to sign and execute once General Counsel has reviewed and approved.

Background

In July 2010, the TRLIA Board approved a contract award to Restoration Resources for the transplant of elderberry shrubs impacted by the construction of the Upper Yuba Levee Improvement Project. These impacted shrubs were replanted along with associated plants for mitigation at the Anderson Mitigation Site. This contract also included monitoring and maintenance of the Anderson Mitigation Site during the plant establishment period. The TRLIA Board approved a maximum contract price of \$184,340. The initial contract amount issued was only for \$134,340. This contract has been amended several times as noted below:

AMENDMENT	DATE APPROVED	AMENDMENT AMOUNT	TOTAL CONTRACT AMOUNT
1	5/24/2011	\$6,450	\$140,790
2	11/20/2013	\$27,165.30	\$167,955.30 and
		extended contract termination date to December 31, 2016	
3	5/19/2015	\$2,995	\$170,950.30

Discussion

Maintenance and monitoring of the Anderson Mitigation Site will still be required in 2017. Restoration Resources was recently acquired by Habitat Restoration Services, Inc. The same staff continues to maintain and monitor the Anderson Mitigation Site, however the contract needs to be assigned to the new corporation, Habitat Restoration Services, Inc. The Consultant has the resources and knowledge of the Anderson Mitigation Site to continue these efforts. TRLIA Staff recommends approving the assignment agreement, which will allow Habitat Restoration Services to continue doing the work, and approving the contract amendment which extends the contract through at least December 31, 2017. No other changes are proposed by this action.

Fiscal Impact

No increase in budget is proposed at this time so there is no fiscal impact. This is a time and material contract and can be terminated at any time, with TRLIA only being obligated to pay for the work completed up to the time of termination.

Attachment:

1. Assignment Agreement
2. Proposed agreement amendment

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Agreement**”), dated _____, 2016, is entered into by and between Sierra View Landscape, Inc. dba Restoration Resources, a California corporation (the “**Assignor**”), and Habitat Restoration Sciences, Inc., a California corporation (the “**Assignee**”).

RECITALS

WHEREAS, the Assignor is party to that certain Agreement for Professional Services, dated July 20, 2010, by and between Three Rivers Levee Improvement Authority of Yuba County, a political subdivision of the State of California (“**TRLIA**”), and the Assignor, as amended by Amendment No. 1, dated May 24, 2011, Amendment No. 2, dated November 20, 2013, and Amendment No. 3, dated May 19, 2015 (the “**Contractor Agreement**”).

WHEREAS, the Assignee purchased substantially all of the assets of the Assignor pursuant to that certain [Asset Purchase Agreement, dated _____, 2015], by and between the Assignor and the Assignee (the “**Purchase Agreement**”), and the Assignor and the Assignee desire to document the assignment and assumption of the Contractor Agreement.

WHEREAS, the Assignor desires to assign, transfer and convey to the Assignee all of the Assignor’s rights, titles, privileges, obligations, liabilities and interest in, to and under the Contractor Agreement, and the Assignee is prepared to and desires to assume all of the Assignor’s rights, titles, privileges, obligations, liabilities and interest in, to and under the Contractor Agreement, as hereinafter provided.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Assignment.* The Assignor hereby irrevocably and unconditionally assigns, transfers, conveys and delivers to the Assignee all of the Assignor’s rights, titles, privileges, obligations, liabilities and interest in, to and under the Contractor Agreement.

2. *Assumption.* The Assignee hereby accepts this assignment and expressly assumes, and covenants to keep, perform and fulfill, all of the Assignor’s rights, titles, privileges, obligations, liabilities and interest in, to and under the Contractor Agreement, including without limitation the performance of all of the Assignor’s obligations, duties and responsibilities under the Contractor Agreement.

3. *Terms of the Purchase Agreement.* The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. *Entire Agreement.* This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

5. *Severability.* If any provision hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

6. *Governing Law.* This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles.

7. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Assignee:

HABITAT RESTORATION SCIENCES,
INC., a California corporation

Assignor:

SIERRA VIEW LANDSCAPE, INC., DBA
RESTORATION RESOURCES, a California
corporation

[Riley Swift]
[Principal]

[Riley Swift]
[President]

Acknowledging and Consenting:

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
of Yuba County, a political subdivision of the State of California

Paul G. Brunner
Executive Director

Attest:

Donna Stottlemeyer
Secretary
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Approved as to Form:

Andrea P. Clark
General Counsel
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

(Signature Page to Assignment and Assumption Agreement)

AMENDMENT NO. 4

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
ENVIRONMENTAL MITIGATION SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
HABITAT RESTORATION SCIENCES, INC.
(SUCCESSOR TO RESTORATION RESOURCES)

THIS FOURTH AMENDATORY AGREEMENT is made effective _____, 2016, by and between Three Rivers Levee Improvement Authority (“TRLIA”) and Habitat Restoration Science, Inc. (successor to Restoration Resources, the “Consultant”), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:
 - 1.1. Effective July 20, 2010 the parties entered into an Agreement for Professional Services relating to Environmental Mitigation Services for TRLIA’s Construction Program for a total amount of \$134,340.
 - 1.2. Effective May 24, 2011 the parties entered into the first Amendatory Agreement to increase the budget by \$6,450 to a total of \$140,790.
 - 1.3. Effective November 20, 2013 the parties entered into the second Amendatory Agreement to increase the budget by \$27,165.30 for a total contract amount of \$167,955.30 and to extend the termination date of the contract to December 31, 2016.
 - 1.4. Effective May 19, 2015 the parties entered into the third Amendatory Agreement to increase the budget by \$2,995 for a total contract amount of \$170,950.30.
 - 1.5. The assets of Restoration Resources, the original party to the Agreement for Professional Services, were acquired by Habitat Restoration Sciences, Inc. in October 2015. Restoration Resources and Habitat Restoration Sciences, Inc. have executed an Assignment and Assumption Agreement, assigning the Agreement for Professional Services to Habitat Restoration Sciences, Inc. Pursuant to such assignment, Habitat Restoration Services, Inc. has expressly assumed all of Restoration Resources’s rights, titles, privileges, obligations, liabilities and interest in, to and under the Agreement for Professional Services, as amended, including without limitation the performance of all of Restoration Resources’s obligations, duties and responsibilities. All future payments and amendments will be with Habitat Restoration Sciences, Inc.

- 1.6. Article C.24 of the Agreement for Professional Services states that modifications or amendments to the terms of the Agreement for Professional Services shall be in writing and executed by both parties.
- 1.7. TRLIA and the Consultant desire to amend the Agreement for Professional Services.

NOW, THEREFORE, TRLIA and the Consultant agree as follows.

2. **Fourth Amendment to Agreement.** The Agreement for Professional Services, as amended, is hereby amended as follows:
 - 2.1. The Term “CONTRACTOR” shall now refer to the firm Habitat Restoration Sciences, Inc., and all future transactions under the Agreement for Professional Services shall be with Habitat Restoration Sciences, Inc.
 - 2.2. Operative Provision 2 – TERM – shall be revised to change the Termination Date to December 31, 2017.
3. **No Effect on Other Provisions.** Except for the amendments in Section 2 hereof, the remaining provisions of the Agreement for Professional Services, as amended, shall be unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on _____, 2016.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

HABITAT RESTORATION
SCIENCES, INC.

Paul G. Brunner
Executive Director

Riley Swift
Principal

ATTEST:
DONNA STOTTEMEYER
SECRETARY, TRLIA

APPROVED AS TO FORM:
ANDREA P. CLARK
GENERAL COUNSEL, TRLIA



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

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

Date: September 13, 2016

TO: Three Rivers Levee Improvement Authority Board

FROM: Paul Brunner, Executive Director *PB/aw*
Andrea Clark, General Council

SUBJECT: Ordinance to Provide Public Access to TRLIA Feather Setback Area and Associated Rules of Conduct

Recommendation:

Approve the attached Ordinance to Provide Public Access to TRLIA Feather Setback Area and Associated Rules of Conduct.

Background:

On June 7, 2016 the public entrance into the TRLIA Feather River Setback at Star Bend parking lot was closed due to dust issues identified by the Feather River Air Quality Management District, which were creating an Air Quality nuisance issue for the residents in the area and nearby orchards. TRLIA staff explored alternatives along with an ad hoc committee of the board to find viable options to allow the public to enter the TRLIA Feather Setback Area. With the help of the ad hoc committee, the Board approved in August a plan to open up access to the TRLIA Feather Setback Area at Country Club Lane, along with a proposed set of rules associated with public access. One of those rules relates to vehicular speed on TRLIA security/maintenance roads inside the setback area. In order to obtain assistance from the County Sheriff's office and Highway Patrol to enforce a restriction on vehicular speed, TRLIA must approve an ordinance setting up that limitation. Staff has developed an ordinance that addresses both speeds in the setback area as well as the granting of access and other associated rules of conduct.

Discussion:

The ordinance grants access to the public and establishes the following rules of conduct:

1. Members of the public enter at their own risk.
2. Members of the public are encouraged to treat all people and property with respect
3. Members of the public must stay off of levees
4. Hunting is prohibited in the TRLIA Feather Setback Area
5. Members of the public must obey posted speed limits

6. Members of the public must stay on paved and gravel roadways
7. Dumping is prohibited – Pack it In/Pack it Out!
8. Members of the public must stay out of orchards, environmentally sensitive areas, and private property.
9. No person shall drive a vehicle on or along TRLIA security/maintenance roads in excess of a speed limit of 15 miles per hour.

The process for approval of an ordinance by TRLIA, which follows the Yuba County process, involves a first reading, a notice of the proposed ordinance and associated hearing, and a hearing/approval of the ordinance.

The ordinance takes effect thirty days after approval, unless the TRLIA board determined at the hearing/approval stage to pass the ordinance as an urgency ordinance, in which case the ordinance will take effect immediately upon approval. TRLIA staff believes that an urgency ordinance is appropriate here based on the need for TRLIA to protect the setback area and investments made in the levee protection system. When TRLIA opens up the setback area it is critical that the rules contained in this ordinance are in effect. Accordingly, staff will bring to the next TRLIA board meeting information the board can use to make findings in support of an urgency ordinance.

Fiscal Impact:

None. The adoption of the ordinance does not have a fiscal impact.

Attachment:

Ordinance No. _____, An Ordinance of the Board of Directors of the Three Rivers Levee Improvement Authority to Provide Public Access to TRLIA Feather Setback Area and Associated Rules of Conduct

ORDINANCE NO. _____
AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
TO PROVIDE PUBLIC ACCESS TO TRLIA FEATHER SETBACK AREA AND
ASSOCIATED RULES OF CONDUCT

Pursuant to the powers contained in and referenced by the Joint Exercise of Powers Agreement by and between the County of Yuba and Reclamation District No. 784, the Board of Directors of the Three Rivers Levee Improvement Authority (“TRLIA”) hereby ordains as follows:

SECTION 1

Public Access to Feather Setback Area. TRLIA owns in fee title certain portions of the Feather Setback area described more specifically in Exhibit A, and hereby grants to the public limited access over the portions identified in Exhibit A consistent with the limitations set forth in this Ordinance (“TRLIA Feather Setback Area”). Such access can be restricted or removed at any time for any reason by TRLIA.

Limited Access to the Setback Area. Public access in and out of the TRLIA Feather Setback Area shall solely be through an entrance on Country Club Lane, as depicted in Exhibit A.

Rules of Conduct Associated with Access. TRLIA has developed the following rules associated with access by the public to the TRLIA Feather Setback Area, which are hereby incorporated into this Ordinance. TRLIA shall enforce compliance with these rules to the furthest extent allowed by law and with assistance by Yuba County, and shall post these rules as appropriate both inside and outside the TRLIA Feather Setback Area.

1. Members of the public enter at their own risk.
2. Members of the public are encouraged to treat all people and property with respect
3. Members of the public must stay off of levees
4. Hunting is prohibited in the TRLIA Feather Setback Area
5. Members of the public must obey posted speed limits
6. Members of the public must stay on paved and gravel roadways
7. Dumping is prohibited – Pack it In/Pack it Out!
8. Members of the public must stay out of orchards, environmentally sensitive areas, and private property.
9. No person shall drive a vehicle on or along a TRLIA security/maintenance road in excess of a speed limit of 15 miles per hour.

SECTION 2

This Ordinance shall take effect and be in force as of thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after the passage of this Ordinance, it or a summary of it shall be published once, with the names of the members of the Board of Directors voting for and against the Ordinance in a newspaper of general circulation in the County of Yuba.

PASSED, APPROVED and ADOPTED by the Board of Directors of the Three Rivers Levee Improvement Authority, State of California, this ____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CHAIRPERSON

ATTEST: DONNA STOTTLEMEYER
SECRETARY

APPROVED AS TO FORM:
ANDREA P. CLARK
GENERAL COUNSEL
