

**AGENDA FOR
RECLAMATION DISTRICT NO. 1608
BOARD OF TRUSTEES SPECIAL MEETING
8:00 A.M. JUNE 24, 2016
NEUMILLER & BEARDSLEE
509 WEST WEBER AVENUE, FIFTH FLOOR
STOCKTON, CALIFORNIA**

Call to Order.

Roll Call.

Agenda Items.

1. Public Comment. Under Government Code Section 54954.3, members of the public may address the Board on any agenda item on the agenda.
2. Temporary Encroachment Permit. Discuss and approve Temporary Encroachment Permit with the County regarding Removal of Hyacinth along Five Mile Slough.
3. Staff Reports.
 - (a) Attorney. The Agenda for this meeting was posted on the window outside the meeting room at 509 West Weber Avenue, Stockton, California, at least seventy-two (72) hours preceding the meeting.
4. Adjournment.

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code §54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Jean Knight at 209/948-8200 during regular business hours, at least forty-eight hours prior to the time of the meeting.

Materials related to an item on this Agenda submitted to the Trustees after distribution of the agenda packet are available for public inspection in the office of the District Secretary at Neumiller & Beardslee, 509 W. Weber Avenue, 5th Floor, Stockton, California during normal business hours.

**AGENDA PACKET
RECLAMATION DISTRICT 1608
June 24, 2016**

<u>ITEM</u>	<u>COMMENTARY</u>
1.	Self-explanatory.
2.	Please see attached.
3.	Self-explanatory.
4.	Self-explanatory.

ITEM 2

**RECLAMATION DISTRICT 1608
TEMPORARY ENCROACHMENT PERMIT AGREEMENT
(HYACINTH REMOVAL)**

This Temporary Encroachment Permit Agreement (“Temporary Permit”) is entered into this 24 day of June, 2016 (“effective Date”), by an between Reclamation District 1608 (“District”) and San Joaquin County (“County” and “Permittee) regarding access to Five Mile Sough to remove water hyacinth from the slough.

RECITALS

WHEREAS, San Joaquin County (“County”) desires to remove the water hyacinth located in a portion of Five Mile Slough (“Project”);

WHEREAS, the District owns the levee and property on the south side of Five Mile Slough;

WHEREAS, the County desires to remove the water hyacinth from Five Mile Sough using equipment positioned on the District’s Levee between Levee Station 20+00 and 25+00 (“Levee ”) as identified in Exhibit A attached hereto;

WHEREAS, the District and the County agree to allow access to the Levee subject to the terms and conditions in this Temporary Permit.

AGREEMENT

NOW, THEREFORE, County and District agree as follows:

1. The term of this Permit shall be from the Effective Date and expire on July 29, 2016.
2. The District hereby grants to County access to the District Levee for the purpose of removal of water hyacinth from east end of 5-Mile Slough with a long reach excavator located on the Levee, load into dump trucks and off-haul from project site. Ingress and Egress to District Levee is limited to existing access ramp from Alegheny Place as identified in Exhibit A.
3. Permittee shall notify the District Engineer, Kjeldsen, Sinnock and Neudeck, Inc., 711 N. Pershing Avenue, Stockton, California 95203, (209) 946-0268 one (1) week before initiating any construction or maintenance activity in the waterways adjacent to or on or near the RD 1608 levee or dredger cuts and when there is no activity for a period of five (5) working days, then twenty-four (24) hours prior to resumption of operations.
4. Permittee shall retain at Permittee’s sole cost and expense a Supervisor capable of providing oversight of all work in the waterway or on or near the District levees and any and all water seepage, soil stability problems and changes in levee crown elevation shall be immediately reported to the District Engineer. The supervision shall be onsite continuously during the course of hyacinth removal.

5. Permittee shall, upon completion of the Project, properly restore the Levee to the condition prior to the Project including, but not limited to, riprap and Levee crown surfacing to preconstruction dimensions and conditions, including elevation, in a manner satisfactory to the District Engineer.

6. In the event the District Engineer deems the safety of the Levee is being jeopardized, he may order all or any portion of the work stopped, in which case Permittee agrees to immediately comply with the order.

7. Permittee's activities shall not interfere unnecessarily with access along the Levee crown road.

8. Neither District nor any officer, agent, consultant, contractor, servant, or employee thereof is responsible for any damage or liability to the extent that such damage or liability occurs by reason of anything done or omitted to be done by Permittee under or in connection with its activities under this Permit. It is understood and agreed that the Permittee shall fully defend, indemnify and save harmless District and its officers, agents, contractors, servants, and employees from any and all claims, damages, suits, costs, expenses or actions of every name, kind and description brought for or on account of damage claim or injury as defined in Government Code section 810.8 to the extent that such claims, suits or actions result from anything done or omitted to be done by Permittee under, arising out of, or in connection with its activities under this Permit, including, without limitation, the Project. Additionally, Permittee hereby waives, as to District's Trustees, engineer, attorney, consultants, employees or agents, any and all claims, damages, liability or losses arising from or related to, review, or approval of the plans, designs, specifications and other documents and data related to the Project and this Permit.

9. Permittee acknowledges that the District could be flooded from many causes, including without limitation, the following:

a. Levee overtopping and levee failure due to natural causes such as winds, tides, barometric pressure changes, rainfall, rainfall runoff, earthquakes, levee settlement and rodents.

b. Levee overtopping and levee failure due to man-related causes including negligence of the landowner, any Reclamation District and any other governmental agency such as inadequate or improper levee maintenance, flood fighting and/or patrol, dredging, water releases, obstructing water flows and water diversions.

c. Failure of the drainage system due to natural or man-related causes, including negligence of owner, any reclamation district, and any governmental agency.

d. Failure to construct, repair, maintain or operate levees, drainage or irrigation facilities or other facilities whether due to limited funding or otherwise.

10. Permittee hereby expressly assumes the risk of direct and indirect loss and damage to Permittee, its contractors, employees and agents arising out of the Project and connection to this Permit and hereby waives the right, including the right on the part of any

insurer through subrogation, to make any claim pertaining to the same as against the District. Permittee agrees to defend and hold the District free and harmless from and indemnify them for all claims of any kind and damage to Permittee, its contractors, employees and agents arising out of the Project and in connection with this Permit. The parties intend that this indemnity shall extend as broadly as legally permitted and shall apply regardless of whether the loss results from the negligence of the District.

11. Permittee does hereby agree that at all times during and after the completion of the work that Permittee shall, upon written demand by the District perform at Permittee's own cost and expense and within the time limits set by the District all reasonable rehabilitation, maintenance or repair work ordered to be performed by the District which arises as a result of Permittee's Project.

12. If and in the event that in the sole discretion of the District, an emergency exists or may arise which requires that work be performed on the levee, banks, slopes or other District facilities in the immediate area of Permittee's proposed works, then and in that event Permittee hereby gives to District, its agents, employees or contractors, the right and permission to repair or remove and replace any and all works and any appurtenances thereto reasonably necessary to the performance of such emergency work, provided that the District first provides facsimile or telephone notice at the numbers set forth in hereinafter. Upon given notice to the Permittee, the District may then proceed with such emergency work involving the Permittees Project.

13. This Agreement is intended to reflect the entire understanding between the parties, and no alteration or modification shall be valid unless made in writing and signed by the parties. The parties agree to cooperate with each other and coordinate their respective activities in a good faith effort to accomplish the objectives recited above.

14. This Permit shall not be used or transferred to anyone without the written consent of the District which shall not be unreasonably withheld.

15. Unless changed by written notice to the parties, the mailing address for all notices to the parties shall be as follows:

County: County of San Joaquin,
Channel Maintenance Division,
1810 East Hazelton Avenue, Stockton, CA 95205,
Telephone (209) 468-9698 fax (209) 468-8457.
District: Reclamation District 1608
Kjeldsen, Sinnock and Neudeck, Inc.,
711 N. Pershing Avenue, Stockton, California 95203,
Telephone (209) 946-0268 fax (209) 946-0296

16. The prevailing party shall be entitled to reasonable attorney's fees and costs in any action, arbitration, or enforcement proceeding brought to enforce the terms of this Permit.

IN WITNESS WHEREOF the parties hereto have executed this Permit and Agreement by their duly authorized officers effective as of June 24, 2016.

DISTRICT

COUNTY

By: _____
President, Board of Trustees

By: _____