

**AGENDA FOR  
RECLAMATION DISTRICT NO. 1608  
BOARD OF TRUSTEES REGULAR MEETING  
8:00 A.M. APRIL 5, 2017  
NEUMILLER & BEARDSLEE  
509 WEST WEBER AVENUE, FIFTH FLOOR  
STOCKTON, CALIFORNIA**

Call to Order. 8 A.M.

Roll Call.

Agenda Items.

1. Public Comment. Under Government Code Section 54954.3, members of the public may address the Board on any issue in the District's jurisdiction. The public may address any item on the agenda as it is taken up.
2. Approval of Minutes. Minutes of the regular meeting of March 1, 2017 and the special meeting of March 1, 2017.
3. Financial Report. Review, discuss, and accept financial report.
  - (a) Approval of Cal Mutuals JPRIMA Insurance Policy.
  - (b) Update on 2017/2018 Draft Budget.
4. Engineer's Report. Request for directions and approvals.
  - (a) Consider new permits requests from homeowners.
    - (1) Application regarding deck replacement at 3872 Fourteen Mile Drive, Stockton.
    - (2) Application to add additional fencing to existing encroachment permit for 6375 Embarcadero Drive, Stockton.
  - (b) Approve Change Order No. 1 to Erosion Repair Contract with Asta Construction Co.
5. Levee Superintendent Report. Request for directions and approvals.
  - (a) Increase Maximum Amount Levee Superintendent can Pay Employees.
6. Newsletter. Request Direction.
7. Report by Trustees on meetings attended and up coming meetings. Request for direction.
8. Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.
  - (a) Review and Update Sediment Removal Project Projected Costs.
  - (b) Develop Long Term Expenditure Plan
9. Discussion and direction on Short-Term and Long-Range Goals. Discussion.
10. District Calendar. Discussion and direction.
11. Correspondence.
12. Closed Session.
  - (a) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: One (1) case.

*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.*

13. Adjourn from Closed Session. Open Session Disclosure of Reportable Action.

14. Employment Agreements. Discussion and possible action regarding amendments to Levee Superintendent and District Secretary.

15. Approval of Bills.

16. 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.

17. 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  
April 5, 2017**

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<u>ITEM</u>	<u>COMMENTARY</u>
1.	Self-explanatory.
2.	Please see attached.
3.	Please see attached.
4.	Please see attached.
5.	Self-explanatory.
6.	Self-explanatory.
7.	Self-explanatory.
8.	Self-explanatory.
9.	Please see attached.
10.	Please see attached.
11.	Self-explanatory.
12.	Self-explanatory.
13.	Self-explanatory.
14.	Please see attached.
15.	Self-explanatory.
16.	Self-explanatory.
17.	Self-explanatory.

# ITEM 2

**MINUTES OF THE REGULAR MEETING OF BOARD OF TRUSTEES  
FOR RECLAMATION DISTRICT 1608  
HELD WEDNESDAY, MARCH 1, 2017**

The Regular Meeting of the Board of Trustees of Reclamation District 1608 was held Wednesday, March 1, 2017 at the law office of Neumiller & Beardslee, 509 W. Weber Avenue, 5<sup>th</sup> Floor, Stockton, California, at the hour of 8:00 a.m.

**TRUSTEES PRESENT WERE:**

MICHAEL PANZER  
DREW MEYERS  
BRETT THOLBORN

**OTHERS PRESENT WERE:**

DANIEL J. SCHROEDER  
CHRISTOPHER NEUDECK  
JEAN KNIGHT  
JOE BRYSON  
BOB BENTZ  
DOMINECK GULLI, Owner of Property at 50 Fischer Court  
SARAH LASKEY – Katzakian Property Management, LTD (North Shore Condominiums as well as Embarcadero Cove)  
JUDITH BUETHE  
WILL PRICE (Board Member, Lake Lincoln Association Board)

**Item 1. Public Comment.** Dominick Gulli was present and distributed a letter and attachments addressed to the District. The subject of the letter deals with a proposed Dam/Gate in the 14-Mile Slough. He believes the District should oppose this project and his letter explains the details supported by the attachments to the letter. He would like to have this on the agenda for the next District meeting. He was also asking the District to have an independent engineer review this as he feels the District engineer has a conflict of interest. Mr. Schroeder responded that if the District does put it on the agenda, he would want to invite SJAFCA to attend.

Trustee Panzer brought an article published on February 14<sup>th</sup> in the Record that was highlighted with a photo of a barge loaded with material and equipment in the Mokulumne River that was used to shore up Tyler Levee break on the river south of Walnut Grove. Having a barge able to deliver material and equipment versus it being brought by landside was the importance of this article being brought to the meeting as the District continues to work on the sediment removal project in the Southwest area of the District. Mr. Neudeck noted that it took 1.5 hours and they had the mobilization done. Bob Bentz noted that the next time the District sends out a newsletter, it would be a perfect opportunity to mention the Tyler levee example and how the sediment removal project for 14 Mile Slough would ultimately make the area deep enough to allow a barge to access this area.

**Item 2. Approval of Minutes.** Minutes of the regular meeting of February 1, 2017. After discussion,

It was moved, seconded (B. Tholborn/D. Meyers) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the minutes of the March 1, 2017 Regular Meeting of Reclamation District 1608 be approved.

**Item 3. Financial Report.** Review, discuss, and accept financial report. Dan Schroeder presented the financial report. Ms. Knight noted that both the superintendent, one payroll of the superintendent helper, and the District engineering fees were not included due to pay date conflicts and emergency levee work being done by the engineers.

Drew Meyers had some questions about the anticipated levee subventions funds. He noted that the audit report showed that there was anticipated income of over \$190,000 but the District's financial report shows only \$93,904. How come the discrepancy? The money is considered anticipated and not definitive. Mr. Neudeck stated that the monies in the report are those anticipated for the 2015-2016 fiscal year. More research will be done. He did note that the submitted claim for funds eligible, submitted in October, 2016, was for \$192,297.68. However, \$1,000 is written off for each mile for 3.5 miles total, and then the claim could be for 75% of the claims submitted, if all claims submitted were approved for reimbursement. That would make an anticipated income of \$141,598. He said it is anticipated the monies will be received in March, 2017. Mr. Neudeck will contact the auditor to see how they got their number. The details of the levee subventions will also be listed on the financial report in a format perhaps something like the below but the engineer and secretary will work on the best way to present the information.

Anticipated Income:

Claim Submitted in October: \$ \_\_\_\_\_ (for year)

Anticipated Income:

Actual Income:

With regard to the work done with the City of Stockton – the District did work on the levee and it needs to develop a claim for reimbursement. This will include all of the District's costs including the engineers and the levee Superintendent. Mr. Neudeck will work on the engineering costs and enlist the help of the District secretary for the work done by the levee superintendent and the District.

Also, on the financial report, it will be noted as something like the following:

Anticipated Income:

Submitted claim – City of Stockton Reimbursement: \$ \_\_\_\_\_

After discussion, it was the financial report was received by the Trustees.

(a) Update on 2017/2018 Draft Budget. Mr. Schroeder reported that he had hoped to have a report done for this meeting but because of the demands of the flood emergency, Chris Neudeck could not attend the meeting that had been scheduled. This will be done this next month.

The following bills, and warrants in payment of same, were approved:

MICHAEL PANZER, #5881, Trustee Fee .....	100.00
DREW MEYERS, #5882, Trustee Fee (two meetings).....	200.00
BRETT THOLBORN, #5883, Trustee Fee .....	100.00
JEAN L. KNIGHT, #5884, Secretarial Fee .....	690.00
NEUMILLER & BEARDSLEE, #5885, Inv. #282555 .....	2,699.72
Void, #5886.....	
CROCE & COMPANY, #5886, Inv. # 2006551 .....	619.33
PG&E, #5887, Electrical.....	23.03
FOOTHILL MATERIALS, #5888, Inv. # 69615.....	2,164.63
NATIONAL FLOOD INSURANCE PROGRAM, #5889, Fee for Reviewing and Processing Requests.....	9,000.00

Timesheets for the following employees were submitted and checks in payment of same, were approved:

February, 2017

GABRIEL P. BANKS, #1303, February 1-15, 2017 Semi-Monthly Salary .....	807.35
CALIFORNIA STATE DISBURSEMENT UNIT, #1304, Income Withholding Order (Gabriel P. Banks) .....	185.62

State and Federal Payroll Taxes scheduled to be paid on line, were approved

CA State Government, Payroll Taxes, February Salary .....	754.01
Federal Government, Payroll Taxes, February Salary.....	3,702.96

**Item 4. Engineer's Report. Request for directions and approvals.**

- a) Consider new permits requests from homeowners. – No permits presented; however, see special meeting of March 1, 2017 minutes.
- b) Consider Proposal for Engineering and Surveying Scope for the Lincoln Village West Lake Mapping. – see below.

Engineer's Report:

1. FEMA Mapping Status: Chris Neudeck reported on this item. In the engineering report are 3 Exhibits (A, B, & C). Exhibit B is the boundary map for Lincoln Lake and North Lake where it identifies the areas that were mapped incorrectly. In the present situation, properties where the boundaries were drawn incorrectly are inaccurately placing portions of these residences within a Zone A floodplain. Because of this, any of these properties, if they were to sell and be financed by a federally backed mortgage, would need to get flood insurance. Mr. Neudeck had earlier reported that the District had about \$14,000 extra in budget for the FEMA mapping project. (Letter of Map Revision). However, a letter was received from FEMA which changed that situation.

At this point, this meeting was recessed to handle items within the agenda of the Special Meeting. Therefore,

Upon motion duly made, seconded, (D. Meyers/B. Tholborn) and unanimously carried, the Board of Trustees of Reclamation District 1608 recessed the Regular Meeting of March 1, 2017 in order to open the Special Meeting of March 1, 2017.

The Special Meeting was adjourned and the Trustees and staff returned to the Regular Meeting for the rest of the agenda items.

The agenda was returned to item 1.A. on the Engineer's Report.

As noted earlier, Mr. Neudeck reported that he thought the District had about \$14,000 left in the LOMR budget for help cover costs for the Letter of Map Revision Amendment. In the engineer's report, under Exhibit A., is a proposal for the Correction of FEMA Zone A boundaries within Lincoln West Village. Since that time, however, the District has received (and approved) the \$9,000 for the review fee for the District's responses to FEMA's comments. Along with that expense, will be the anticipated expense of approximately \$5,000 to \$6,000 to respond. When asked, the \$9,000 review fee will not come out of the same budget.

Trustee Meyers made a comment that the additional expense on the review fee and the additional work to respond to comments was not anticipated. He noted that the homeowners, at the Proposition 218 assessment hearings, suggested the District do the dredging. He says now we are proposing to spend money for other things. He said the District needs to know where it is on a cash basis and discuss anticipated projects. He said for the \$28,000, what benefit does the District get?

Mr. Neudeck responded. He said this was not an anticipated expense and that for flood insurance, costs are increasing at about 18% a year. It's a new proposal but generally aligns in the same realm and is unique to the lake owners association. If this does help with the District's overall accreditation process, Trustee Panzer said he would be in favor of it. The response to this is that the District is not responsible for interior drainage. The District had to certify to FEMA it was not responsible for interior drainage. Attorney Schroeder reiterated that the District does not have a duty. Its options are to do nothing to doing entire thing or doing a cost share with homeowners. A question arose, if the District did participate in the cost or cost sharing, would it be a gift of public funds? Mr. Schroeder responded that he didn't think so. Ms. Laskey, in speaking for the property owners said that several hundred people would be affected if costs needed to be shared or imposed on them. Mr. Tholborn's response was that the District is trying to get the outside accredited and he feels it should make the inside accredited as well.

At this time, Engineer Gulli spoke and said that he would do the engineering work proposed by the District engineers for \$19,000 instead of the proposed \$28,000. A question from Bob Bentz, would the City of Stockton be responsible? The response was no.

After discussion,

It was moved, seconded (B. Tholborn - aye/M. Panzer – aye, D. Meyer - no) and carried, by the Board of Trustees of Reclamation District 1608 that the proposal (for a cost of \$28,000) for



Engineering and Surveying Scope for the Lincoln Village West  
Lake Mapping be approved.

At this time, Mr. Gulli said he protested the award of the work since he says it is a public contract project and the work is over \$25,000 and he said the work must go out to bid.

IV. High Water Event/Floods of 2017

In both January February, the District experienced King Tides – high astronomical tides that were closely watched with work coordinated between the engineers with Joe Bryson and Gabe Banks doing routine levee inspections. They were geared and ready but nothing so far has developed. Chris Neudeck said the District is not yet out of the woods. The San Joaquin system will be high well into July. He reported on the levee breach south of the City of Manteca at the San Joaquin River. There have been many trees falling but no problems structurally. Barge access would be the way to go as the key point, he says, is “access, access, access,” Mr. Neudeck was very impressed with Mr. Bryson’s work during this flood event.

**Item 5. Levee Superintendent Report. Request for directions and approvals.** Mr. Bryson went over the March superintendent’s report and noted items with discussion following. He noted there were lots of downed trees with the flood event and there was a twenty-four hour levee patrol. He said that there was a lot of interest in dredging from the homeowners and thinks that is good. Mr. Schroeder reported on an item he was personally aware of when he saw flashing light through his drapes and noted that Mr. Bryson was patrolling and saw standing water and felt he needed to investigate. He noted he has a sump pump that pushes out the water but his neighbor doesn’t and that is what Mr. Bryson was looking at. He liked that he was paying good attention.

Drew Meyers also commented on the efforts of Mr. Bryson, Mr. Banks and Mr. Neudeck have made over these last few years and the fact that there was little damage shows that their efforts have made a difference.

**Item 6. Adopt Resolution 2017-01 Amending The Reclamation District 1608 Records Management Policy Records Retention Schedule.** Mr. Schroeder presented this item and said that the Records Management Policy Records Retention Schedule must be updated with respect to ballots relating to Proposition 218 hearings. The ballots need to be kept for 2 years following the date of the public hearing. After discussion,

It was moved, seconded (B. Tholborn/D. Meyers) and unanimously carried by the Board of Trustees of Reclamation District 1608 that Resolution 2017-01 Amending the Reclamation District 1608 Records Management Policy Records Retention Schedule be approved.

**Item 7. Newsletter.** Judith Buethe was present to obtain ideas for the next newsletter. Mr. Bryson asked if it was possible to write something in the newsletter that states lot owners on Fort Donelson and Hatcher are not doing lot clean-up as they should. He says they will not trim and he cannot look at their backyard because of the overgrown vegetation. Many times, he walks down to the fence area and as well as taking time, he still cannot see. A notice to the lot owners

to keep vegetation away from their fences is needed as visibility of the levee toes is critical. Pictures of before and after would be best.

Another suggestion for an article would be to say how successful the District was with the recent levee event and to emphasize that District had success because of all the work that the District has done. It is imperative to continue to keep vegetation trimmed and just be observant.

Mr. Gulli mentioned tree removal and said he felt that the homeowners should be responsible for the removal/clean-up of the tree removal. Mr. Bryson responded and said that this was the case and the homeowners were being billed for the work. The recent flood event caused Superintendent Bryson to contact the tree removal service and he noted that the owner of the business said he would give the same price to homeowners as he does to the District. It would be a good time to emphasize trees and tree care. Also, a note to bring up the sediment removal plan and how important it is.

**Item 8. Report by Trustees on meetings attended and upcoming meetings. Request for direction.** Drew Meyers attended at TAC meeting. He reported that the presentation of the flood event was excellent.

**Item 9. Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.**

(a) Review and Update Sediment Removal Project Projected Costs – no report, except for what has been reported in these minutes.

(b) Develop Long term Expenditure Plan. No discussion at this meeting; however Mr. Neudeck did note that they are still waiting to hear more information about the levee subventions program and how it will tie in with the funding of the District’s sediment removal program. Mr. Neudeck noted there is a tremendous amount of support involved for the levee subventions program. He said the flood event brought it to the attention of the Stewardship Council and legislature. He won’t have much information until the bill is introduced. He said there are a lot of good people working on the Districts’ behalf. He noted that the work on this was supposed to start in June and it’s already begun.

**Item 10. Discussion and direction on Short-Term and Long-Range Goals. Discussion.** No changes.

**Item 11. District Calendar. Discussion and direction.** No discussion.

**Item 12. Correspondence.** None.

Will Price introduced himself and noted that he is a new board member of the newly formed Lake Lincoln Association. He said their association needs to learn more about Reclamation District 1608 and either a District representative should come to one of their meetings or they need to have someone attend a Reclamation District 1608 meeting.

**Item 13. Closed Session.**

(a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: Levee Superintendent

(b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: District Secretary.

**Item 14. Report out of Closed Session.** All Trustees were present were at the Closed Session. No reportable action.

**Item 15. Employment Agreements.** Discussion and possible action regarding amendments to Levee Superintendent and District Secretary. Joe would like to consider increasing Gabe Banks' salary \$1.00 or \$2.00 an hour. Dan will agendize this for the next meeting. Another idea would be that the District could have a salary range instead of a flat figure.


**Item 16. Approval of Bills.** The bills, as presented, were approved.

**Item 17. 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.

**Item 18. Adjournment.** The meeting was adjourned at 10:40 a.m.

Respectfully submitted,



Jean L. Knight  
District Secretary

**MINUTES OF THE SPECIAL MEETING OF BOARD OF TRUSTEES  
FOR RECLAMATION DISTRICT 1608  
HELD WEDNESDAY, MARCH 1, 2017**

A Special Meeting of the Board of Trustees of Reclamation District 1608 was held Wednesday, March 1, 2017, at the law office of Neumiller & Beardslee, 509 W. Weber Avenue, 5<sup>th</sup> Floor, Stockton, California, at the hour of 8:00 a.m.<sup>1</sup>

**TRUSTEES PRESENT WERE:**

MICHAEL PANZER  
DREW MEYERS  
BRETT THOLBORN

**OTHERS PRESENT WERE:**

DANIEL J. SCHROEDER  
CHRISTOPHER NEUDECK  
JEAN KNIGHT  
JOE BRYSON  
BOB BENTZ  
DOMINECK GUILLI, Owner of Property at 50 Fischer Court  
SARAH LASKEY – Katzakian Property Management, LTD (North Shore Condominiums as well as Embarcadero Cove)  
JUDITH BUETHE  
WILL PRICE (Board Member, Lake Lincoln Association Board)

**Item 1. Public Comment.** No public comment.

**Item 2. FEMA LOMAR Request.** FEMA request for \$9,000 review fee to review District's responses to FEMA's comments.

Included within the engineer's report under item 1., B. is Review FEMA comment letter on the District's submitted LOMR application dated February 24, 2017, seek Board of Trustees approval for review fee of \$9,000 and also discuss general tone and responses to comments. Mr. Neudeck's further comments that with respect to this matter FEMA is asking for \$9,000 to review the District's submittal to them. He noted that there is a new software package that needs to be used and the results from this software will produce similar conclusions to the other software used. He also noted that within their data base, they claim that 5 Mile Slough does not exist and Mr. Neudeck notes that 5 Mile Slough is an accredited levee. Overall, he feels the comments received were very structured and to the point and he feels good about the comments received. He thinks the request for the \$9,000 should be approved. When asked if other requests

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<sup>1</sup> This meeting commenced during recessed portion of Regular Meeting of March 1, 2017 – see regular meeting minutes.

for funds had come in from FEMA on this project, Mr. Neudeck responded that no, this is the first request for funds on the LOMR from FEMA. If the Trustees do approve this, the engineers could also contract them while in the process to revise the lake maps. He thinks it will be a smooth process and will be a basis for remapping of the lakes. After discussion,

It was moved, seconded (D. Meyers/B. Tholborn) and unanimously carried by the Trustees of Reclamation District 1608 that the FEMA request for \$9,000 review fee to review District's responses to FEMA's comments be approved.

**Item 3. Permit Requests.**

- (a) 6249 Embarcadero Drive, Stockton, Ca., Owner(s) Mr. Fischer, APN No. 098-340-08, Rebuild Fence. This is a request to rebuild a fence. The engineer's recommend approval. After discussion,

It was moved, seconded (D. Meyers/B. Tholborn) and unanimously carried by the Trustees of Reclamation District 1608 that the request to rebuild the fence be approved.

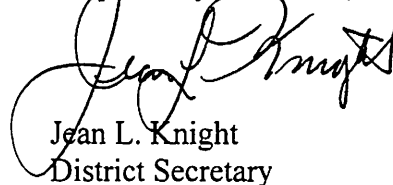
- (b) 6375 Embarcadero Drive, Stockton, Ca., Owner(s) Ed Turpin & Deepshikha Dosanji, Replace Fence. After discussion,

It was moved, seconded (D. Meyers/B. Tholborn) and unanimously carried by the Trustees of Reclamation District 1608 that the request to replace the fence be approved.

**Item 4. 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 twenty-four (24) hours preceding the meeting.

**Item 5. Adjournment.** At this time, the meeting was adjourned and the Trustees returned to the recessed Regular Meeting of March 1, 2017.

Respectfully submitted,



Jean L. Knight  
District Secretary

# ITEM 3



**CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES  
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY (JPRIMA)**

**INSURANCE PROPOSAL  
Reclamation District 1608**

**COVERAGE PERIOD  
4/1/2017 - 4/1/2018**

**PRESENTED BY:  
Dohrmann Insurance Agency**



**Insurance Administrator  
[www.alliedpublicrisk.com](http://www.alliedpublicrisk.com)  
Allied Community Insurance Services, LLC  
CA License Number: 0L01269  
National Producer Number: 17536322**



**PREMIUM SUMMARY**

**NOTE:** This proposal is prepared from information supplied to us on the application submitted by you or insurance broker. It may or may not contain all terms requested on the application. Coverage is provided by the JPRIMA Memorandum of Coverage (MOC) and subject to its terms, exclusions, conditions and limitations. A specimen MOC is available for your review, as is the JPRIMA Member Agreement. Enrollment in the JPRIMA requires execution of the JPRIMA Member Agreement as well as membership in the California Association of Mutual Water Companies (Cal Mutuals).

PAGE	COVERAGE SECTION		PREMIUM
3-7	<b>SECTION 1. PROPERTY</b> (Property, Equipment Breakdown & Mobile Equipment)	\$	225.00
8	<b>SECTION 2. COMMERCIAL CRIME</b>	\$	500.00
9-10	<b>SECTION 3. COMMERCIAL GENERAL LIABILITY</b>	\$	2,487.00
11	<b>SECTION 4. PUBLIC OFFICIALS &amp; MANAGEMENT LIABILITY</b> (Wrongful Acts, Employment Practices & Employee Benefit Plans)	\$	521.00
12	<b>SECTION 5. BUSINESS AUTO</b>	\$	1,351.00
13	<b>SECTION 6. COMMERCIAL EXCESS LIABILITY</b>	\$	1,500.00
14-15	<b>SECTION 7. PRIVACY LIABILITY &amp; NETWORK RISK</b>	\$	N/A
		<b>MEMBER CONTRIBUTION</b>	\$ 6,584.00
		<b>JPRIMA ADMINISTRATION FEES</b>	\$ 758.00
		<b>TOTAL AMOUNT DUE*</b>	\$ 7,342.00

\*Payment is due within thirty (30) days of binding.

**NOTES:**

The JPRIMA MOC has a common anniversary date of April 1, 2017.  
Terrorism coverage is automatically included for Property and General Liability





**SECTION 1. PROPERTY\***

**\*PROPERTY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Proprietary & Integrated

**LIMITS:**

<b>Blanket Property:</b> (Real Property & Business Personal Property)	<b>\$107,552</b>
<b>Blanket Coverage Extension:</b> A separate blanket limit that applies to the following coverages: Business Income, Extended Business Income, Commandeered Property, Civil Authority, Extra Expense, Tenant Leasehold Interest, Electronic Data, Preservation of Property.	<b>\$100,000</b>
<b>Equipment Breakdown / Boiler &amp; Machinery:</b>	<b>INCLUDED</b>
<b>Mobile Equipment</b> (scheduled):	<b>\$10,000</b>
<b>Mobile Equipment</b> (unscheduled, maximum \$10,000 any one item):	<b>N/A</b>
<b>Mobile Equipment</b> (borrowed, rented & leased):	<b>N/A</b>
<b>Flood Zone X:</b> (shaded/unshaded)	<b>N/A</b>

**DEDUCTIBLES:**

<b>\$1,000</b>	Property
<b>\$1,000</b>	Mobile Equipment
<b>\$1,000</b>	Equipment Breakdown (aboveground & less than 50 feet belowground)
<b>\$2,500</b>	Equipment Breakdown (greater than 50 feet belowground)
<b>N/A</b>	Flood Zone X (per occurrence)

**COVERAGE HIGHLIGHTS:**

- Blanket Property Limits & Blanket Coverage Extension Limits
- No Coinsurance Penalty
- Equipment Breakdown
- Foundations as Covered Property

**VALUATION:**

- Replacement Cost: Real Property & Business Personal Property
- Actual Cash Value: Mobile Equipment
- Actual Loss Sustained: Loss of Income & Expenses
- Market Price: Fine Arts

**KEY EXCLUSIONS:**

- Earthquake & Earth Movement
- Flood (unless coverage is designated above, such coverage would be limited to locations in Zone X only)

**INSURANCE PROPOSAL FOR MEMBER: Reclamation District 1608**

**EFFECTIVE DATE: 4/1/2017 - 4/1/2018**

**DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.**



## SPECIAL COVERAGES:

- **New Locations or Newly Constructed Property:**  
Pays up to \$1,000,000 for your new real property while being built on or off described premises as well as real property you acquire, lease or operate at locations other than the described premises; and business personal property located at new premises.
- **Utility Services – Direct Damage, Business Income & Expense:**  
Pays up to \$250,000 for covered property damaged by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss and does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. Separate limits apply to Direct Damage and Business Income/Expense.
- **Pollution Remediation Expenses:**  
Pays up to \$100,000 or \$250,000 for remediation expenses resulting from a Covered Causes of Loss or Specified Cause of Loss occurring during the coverage period and reported within 180 days. Covered Causes of Loss means risks of direct physical loss unless the loss is excluded or limited by the Property Coverage Form. Specified Cause of Loss means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow; ice or sleet; water damage; and equipment breakdown.
- **SCADA Upgrades:**  
Pays up to \$100,000 to upgrade your scheduled SCADA system after direct physical loss from a Covered Cause of Loss. The upgrade is in addition to its replacement cost. SCADA means the Supervisory Control and Data Acquisition system used in water and wastewater treatment and distribution to monitor leaks, waterflow, water analysis, and other measurable items necessary to maintain operations.
- **Contract Penalties:**  
Pays up to \$100,000 for contract penalties you are required to pay due to your failure to deliver your product according to contract terms solely as a result of direct physical loss or damage by a Covered Cause of Loss to Covered Property.
- **Contamination:**  
Pays up to \$250,000 for loss or damage to covered property because of contamination as a result of a Covered Cause of Loss. Contamination means direct damage to real property and business personal property caused by contact or mixture with ammonia, chlorine, or any chemical used in the water and / or wastewater treatment process.
- **Property In Transit:**  
Pays up to \$100,000 for direct physical loss or damage to covered property while in transit more than 1000 feet from the described premises. Shipments by mail must be registered for covered to apply. Electronic data processing property and fine arts are excluded.
- **Unintentional Errors:**  
Pays up to \$250,000 for any unintentional error or omission you make in determining or reporting values or in describing the covered property or covered locations.



## KEY DEFINITIONS

### ■ **Real Property:**

The buildings, items or structures described in the Declarations that you own or that you have leased or rented from others in which you have an insurable interest. This includes:

- Aboveground piping;
- Aboveground and belowground penstock;
- Additions under construction;
- Alterations and repairs to the buildings or structures;
- Buildings;
- Business personal property owned by you that is used to maintain or service the real property or structure or its premises, including fire-extinguishing equipment; outdoor furniture, floor coverings and appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- Completed additions;
- Exterior signs, meaning neon, automatic, mechanical, electric or other signs either attached to the outside of a building or structure, or standing free in the open;
- Fixtures, including outdoor fixtures;
- Foundations;
- Glass which is part of a building or structure;
- Light standards;
- Materials, equipment, supplies and temporary structures you own or for which you are responsible, on the premises or in the open (including property inside vehicles) within 1000 feet of the premises, used for making additions, alterations or repairs to buildings or structures at the premises;
- Paved surfaces such as sidewalks, patios or parking lots;
- Permanently installed machinery and equipment;
- Permanent storage tanks;
- Solar panels;
- Submersible pumps, pump motors and engines;
- Underground piping located on or within 100 feet of premises described in the Declarations;
- Underground vaults and machinery.

### ■ **Business Personal Property:**

The property you own that is used in your business including:

- Furniture and fixtures;
- Machinery and equipment;
- Computer equipment;
- Communication equipment;
- Labor materials or services furnished or arranged by you on personal property of others;
- Stock;
- Your use interest as tenant in improvements and betterments.
- Leased personal property for which you have a contractual responsibility to insure.

### ■ **Pollution Conditions:**

The discharge, dispersal, release, seepage, migration, or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, minerals, chemical elements and waste. Waste includes materials to be recycled, reconditioned or reclaimed.



## KEY DEFINITIONS *(continued)*

### ■ **Remediation Expenses:**

Expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment, or neutralization of pollution conditions to the extent required by: (1) Federal, state or local laws, regulations or statutes, or any subsequent amendments thereof enacted to address pollution conditions; and (2) a legally executed state voluntary program governing the cleanup of "pollution conditions."

### ■ **Outdoor Property:**

Fixed or permanent structures that are outside covered real property including but not limited to:

- Historical markers or flagpoles;
- Sirens, antennas, towers, satellite dishes, or similar structures and their associated equipment;
- Exterior signs not located at a premises;
- Fences or retaining walls;
- Storage sheds, garages, pavilions or other similar buildings or structures not located at a premises;
- Dumpsters, concrete trash containers, or permanent recycling bins; or
- Hydrants.

### ■ **Equipment Breakdown:**

Direct damage to mechanical, electrical or pressure systems as follows:

- Mechanical breakdown including rupture or bursting caused by centrifugal force;
- Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires;
- Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;
- Loss or damage to steam boilers, steam pipes, steam engines or steam turbines; or
- Loss or damage to hot water boilers or other water heating equipment;
- If covered electrical equipment requires drying out as a result of a flood, we will pay for the direct expenses for such drying out.
- None of the following are covered objects as respects to equipment breakdown:
  - a. Insulating or refractory material;
  - b. Buried vessel or piping;
  - c. Sewer piping, piping forming a part of a fire protection system or water piping other than:
    - (1) Feed water piping between any boiler and its feed pump or injector;
    - (2) Boiler condensate return piping; or
    - (3) Water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling, humidifying or space heating purposes;
  - d. Structure, foundation, cabinet or compartment containing the object;
  - e. Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
  - f. Conveyor, crane, elevator, escalator or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment; and
  - g. Felt, wire, screen, die, extrusion, late, swing hammer, grinding disc, cutting blade, cable chain, belt, rope, clutch late, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement.



**PROPERTY SUBLIMITS:**

Coverage			Limit	
Accounts Receivable	<input checked="" type="checkbox"/>	\$500,000	<input type="checkbox"/>	\$2,000,000
Valuable Papers and Records	<input checked="" type="checkbox"/>	\$500,000	<input type="checkbox"/>	\$2,000,000
Contamination	<input checked="" type="checkbox"/>	\$250,000		
Tools and Equipment Owned by Your Employees	<input checked="" type="checkbox"/>	\$5,000	<input type="checkbox"/>	\$25,000
Personal Effects and Property of Others	<input checked="" type="checkbox"/>	\$5,000	<input type="checkbox"/>	\$25,000
New Locations or Newly Constructed Property		\$1,000,000		
Business Personal Property at New Locations		\$1,000,000		
Backup/Overflow of Water from Sewer, Drain, Sump		\$250,000		
Utility Services - Direct Damage		\$250,000		
Utility Services –		\$250,000		
Business Income and Extra Expense				
Dependent Business Premises		\$250,000		
Property at Other Locations		\$250,000		
Pollution Remediation Expense (specified cause of loss)		\$250,000		
Outdoor Property (unscheduled)		\$100,000		
Contract Penalties		\$100,000		
Pollution Remediation Expense (covered cause of loss)		\$100,000		
Property in Transit		\$100,000		
SCADA Upgrades		\$100,000		
Indoor and Outdoor Signs (unscheduled)		\$50,000		
Limited Coverage for "Fungus", Wet Rot or Dry Rot		\$50,000		
Fine Arts		\$25,000		
Fire Department Service Charge		\$25,000		
Fire Protection Devices		\$25,000		
Key and Lock Replacement Expenses		\$25,000		
Trees, Shrubs & Plants (maximum \$1,000 any one item)		\$25,000		
Arson Reward		\$10,000		
Rental Reimbursement – Mobile Equipment		\$10,000		
Cost of Inventory or Adjustment		\$5,000		
Non-Owned Detached Trailers		\$5,000		
Water Contamination Notification Expenses		\$5,000		
Patterns, Dies, Molds, Forms		\$2,500		
Debris Removal		25% of scheduled limit plus \$250,000		
Ordinance or Law Provision		100% of scheduled limit plus 25%		

**NOTES:**

Contribution is calculated from attached property schedule; review property schedule for coverage and limit adequacy.

**Flood and Earthquake coverages are excluded.**

INSURANCE PROPOSAL FOR MEMBER: Reclamation District 1608

EFFECTIVE DATE: 4/1/2017 - 4/1/2018

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.



**SECTION 2. COMMERCIAL CRIME\***

**\*COMMERCIAL CRIME IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Proprietary & Integrated

**RATING BASIS:**

- On file with underwriter
- Non auditable

**LIMITS:**

COVERAGE GROUP SELECTED	EMPLOYEE THEFT	FORGERY OR ALTERATION	INSIDE THE PREMISES Theft of Money and Securities	INSIDE THE PREMISES Robbery or Safe Burglary or Other Property	OUTSIDE THE PREMISES	COMPUTER FRAUD	FUNDS TRANSFER FRAUD	MONEY ORDERS & COUNTERFEIT PAPER CURRENCY
	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
X	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
	\$500,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
	\$1,000,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
	\$2,000,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000

**DEDUCTIBLE:**

\$1,000 each claim

**DESIGNATED EMPLOYEE BENEFIT PLAN(S):**

**COVERAGE HIGHLIGHTS:**

- Separate Limits Apply to Each Coverage
- Coverage Extended to Directors and Authorized Volunteers
- Faithful Performance

**NOTES:**

**INSURANCE PROPOSAL FOR MEMBER: Reclamation District 1608**

**EFFECTIVE DATE: 4/1/2017 - 4/1/2018**

**DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.**



**SECTION 3. GENERAL LIABILITY\***

**\*GENERAL LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Occurrence
- Defense Costs Outside the Limit
- Proprietary & Integrated

**RATING BASIS:**

- On file with underwriter
- Non auditable

**LIMITS:**

Per Occurrence	\$ 1,000,000
General Aggregate	\$10,000,000
Products & Completed Operations Aggregate	\$10,000,000
Personal & Advertising Injury Aggregate	\$ 1,000,000
Damage to Premises Rented to You	\$ 1,000,000
Medical Payments	\$ 10,000

**DEDUCTIBLE:**

N/A

**COVERAGE HIGHLIGHTS:**

- Duty to Defend
- Broad Definition of Enrolled Named Member
- Blanket Additional Enrolled Named Member
- Water & Wastewater Testing Errors & Omissions
- Expanded Pollution Liability
- Failure to Supply (no ISO limitation)
- Lead (potable water)
- Waterborne Asbestos (potable water)
- Product Recall
- Impaired Property
- Fungi & Bacteria

**OPTIONAL COVERAGES:**

- Hired & Non Owned Automobile Liability
- Employee Benefits Liability
- Dam, Levee & Dike Structural Failure

**INSURANCE PROPOSAL FOR MEMBER: Reclamation District 1608**

**EFFECTIVE DATE: 4/1/2017 - 4/1/2018**

**DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.**



### SPECIAL COVERAGES:

- **Water & Wastewater Testing Errors & Omissions:**  
Coverage is provided for damages arising out of an act, error or omission which arises from your water or wastewater testing.
- **Failure To Supply:**  
Coverage is provided for bodily injury or property damage arising out of the failure of any Enrolled Named Member to adequately supply water.
- **Waterborne Asbestos:**  
Coverage is provided for bodily injury or property damage from waterborne asbestos arising out of potable water which is provided by you to others.
- **Contractual Liability - Railroads:**  
Coverage is provided for any contract or agreement that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- **Pollution:**  
Coverage is provided for bodily injury or property damage which occurs or takes place as a result of your operations and arises out of the following:
  - Potable water which you supply to others;
  - Chemicals you use in your water or wastewater treatment process;
  - Natural gas or propane gas you use in your water or wastewater treatment process;
  - Urgent response for the protection of property, human life, health or safety conducted away from premises owned by or rented to or regularly occupied by you;
  - Your application of pesticide or herbicide chemicals if such application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government;
  - Smoke drift from controlled or prescribed burning that has been authorized and permitted by an appropriate regulatory agency.
  - Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts
  - Escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have the right of way, but only if property damage occurs away from land you own or lease.
  - Sudden and accidental events that are neither expected nor intended by an Enrolled Named Member. However, no coverage is provided under this exception for petroleum underground storage tanks.
- **Damage to Impaired Property or Property Not Physically Injured**  
Coverage is provided for bodily injury or property damage arising from your potable water, nonpotable water, or wastewater as well as any loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.
- **Fungi or Bacteria**  
Coverage is provided for bodily injury or property damage arising from any "fungi" or bacteria that are, are on, or are contained in a good or product intended for consumption; or to any injury or damage arising out of or caused by your water, irrigation, or wastewater intake, outtake, reclamation, treatment and distribution processes.
- **Recall of Products, Work or Impaired Property**  
Coverage applies to any injury or damage arising out of or caused by your potable water, nonpotable water, or wastewater for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of: "Your product"; "Your work"; or "Impaired property"; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

### NOTES:





**SECTION 4. PUBLIC OFFICIALS & MANAGEMENT LIABILITY\***

**\*PUBLIC OFFICIALS & MANAGEMENT LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Proprietary & Integrated
- Occurrence
- Defense Costs Outside the Limits

**RATING BASIS:**

- On file with underwriter
- Non auditable

**LIMITS:**

Wrongful Acts	\$ 1,000,000 per act
Employment Practices (including third party discrimination)	\$ 1,000,000 per offense
Employee Benefit Plans	\$ 1,000,000 per act
Injunctive Relief	\$ 5,000 per act
	\$10,000,000 aggregate limit

**SPECIAL COVERAGE:**

- Inverse Condemnation

**RETROACTIVE DATE:**

N/A

**DEDUCTIBLE:**

\$1,000 each claim including expenses

**COVERAGE HIGHLIGHTS:**

- Duty To Defend
- Broad Definition of Enrolled Named Member including Past and Future Employees
- Outside Directorship

**NOTES:**



**SECTION 5. BUSINESS AUTO\***

**\*BUSINESS AUTO IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Proprietary & Integrated
- Occurrence
- Defense Costs Outside the Limits

**PORTFOLIO:**

Coverage	Symbol	Limit
Combined Single Limit for Bodily Injury & Property Damage (each accident)	1	\$1,000,000
Hired Auto Liability	8	\$1,000,000
Non-Owned Auto Liability	9	\$1,000,000
Medical Payments	2	\$5,000
Uninsured / Underinsured Motorists	2	\$1,000,000
Hired Physical Damage	8	\$100,000
Owned Physical Damage – Comprehensive	7	ACV
Owned Physical Damage – Collision	7	ACV
Towing & Rental Car Reimbursement (covered accident)		\$75 per Day up to 30 Days
Fleet Automatic		Included

**DEDUCTIBLE:**

Liability: None  
 Comprehensive: \$500  
 Collision: \$500

**NOTES:**

Please refer to auto terms provided for per unit coverage.



**SECTION 6. EXCESS LIABILITY\***

**\*EXCESS LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Following Form
- Occurrence
- Defense Costs Outside the Limits

**LIMITS:**

**\$3,000,000/\$3,000,000**

**SCHEDULED UNDERLYING POLICIES:**

Commercial General Liability - Yes  
 Hired and Non-Owned Auto Liability - Yes  
 Owned Auto Liability - Yes  
 Public Officials & Management Liability - Yes  
 Wrongful Acts - Yes  
 Employment Practices - Yes  
 Employee Benefit Plans - Yes  
 Employers' Liability: *(minimum underlying limit requirement of \$500,000 / \$500,000 / \$500,000)* - No  
 Other:

**NOTABLE EXCLUSION:**

- Workers' Compensation
- Uninsured Motorists / Underinsured Motorists
- Underlying Limits < \$1,000,000 except for Employers' Liability

**NOTES:**

Employers' Liability subject to JPRIMA security requirements.  
**Please provide current WC declaration page for EI consideration in Excess.**



**SECTION 7. PRIVACY LIABILITY & NETWORK RISK\***

**\* PRIVACY LIABILITY & NETWORK RISK ARE INCLUDED IN THE PROPOSAL: No**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Proprietary & Integrated
- First & Third Party
- Claims Made
- Defense Inside the Limits

**RETENTION:**

- None

**RETROACTIVE DATE**

N/A

**PORTFOLIO:**

<b>COVERAGE</b>	<b>LIMIT*</b>
<p><b>Privacy Wrongful Acts &amp; Network and Security Wrongful Acts Coverage:</b> Protects against any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty committed by an Enrolled Named Member or Third Party Contractor, which results in a breach of the Enrolled Named Member's Network Security, the consequences of which are:</p> <ol style="list-style-type: none"> <li>1. Unauthorized access to, use of or tampering with a third party's Network;</li> <li>2. the inability of an authorized third party to gain access to the Enrolled Named Member's services;</li> <li>3. denial or disruption of Internet service to an authorized third party;</li> <li>4. Identity Theft or credit/debit card fraud;</li> <li>5. the transmission of Malicious Code; or</li> <li>6. the unauthorized release of a third party's confidential and proprietary business.</li> </ol>	N/A
<p><b>Breach Response Consultation including Credit Monitoring Costs Coverage:</b> Provides reimbursement to the Enrolled Named Member for the costs incurred for notification to, and for credit monitoring of, any persons residing in the USA, including Employees, arising from a Privacy Wrongful Act, which takes place during the coverage period.</p>	N/A



COVERAGE	LIMIT*
<p><b>Data Forensic Expenses Coverage:</b> Covers the reasonable and necessary costs incurred by the Enrolled Named Member to retain a qualified forensics firm to investigate, examine and analyze the Enrolled Named Member's Network, to find the cause, source and extent of a Data Breach.</p>	N/A
<p><b>Public Relations Coverage:</b> Means the following amounts when incurred during, or within ninety (90) days prior to, a Material Event:</p> <ol style="list-style-type: none"> <li>1. Amounts for which the Enrolled Named Member becomes legally liable for those services performed by a public relations firm, crisis management firm or law firm selected by the Enrolled Named Member and approved in advance in writing by the Issuer, to minimize potential harm to the Enrolled Named Member arising from a Material Event, including, without limitation, maintaining and restoring public confidence in the Enrolled Named Member, and providing advice to the Enrolled Named Member or any of its directors, officers, partners or Employees; and</li> <li>2. amounts for which the Enrolled Named Member becomes legally liable for the reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, partners, Employees or the firm rendering services as referenced above. Crisis Management Expenses shall not include compensation, fees, benefits, overhead, or the charges or expenses of any Enrolled Named Member or any Third Party Contractor.</li> </ol>	N/A
<p>*\$1,000,000 maximum annual aggregate applies per Enrolled Named Member, with a \$2,000,000 coverage form aggregate applicable to all participating Enrolled Named Members.</p>	

**NOTES:**

# ITEM 4

# Change Order

No. 01

Date of Issuance: March 9, 2017 Effective Date: March 9, 2017

Project: Lincoln Village West Erosion Repairs	Owner: Reclamation District No. 1608	Owner's Contract No.: 1608-02-02-17-01
Contract: Document 00500C		Date of Contract: February 2, 2017
Contractor: ASTA Construction Co., Inc.		Engineer's Project No.: 2153-0180

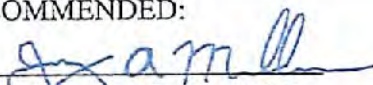
**The Contract Documents are modified as follows upon execution of this Change Order:**

Change Order No. 1 accounts for the final quantity balancing of in place construction materials and the repaving of the deteriorated levee crown road.

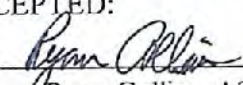
**Attachments (list documents supporting change):**

Attachment to Change Order No. 1

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$ 91,413.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Deadline Substantial completion: N/A Ready for final payment: N/A
Increase from previously approved Change Orders No. None: <u>\$ 0.00</u>	Increase from previously approved Change Orders No. ___ to No. ___: N/A Substantial completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: <u>\$ 91,413.00</u>	Contract Times prior to this Change Order: Substantial completion: N/A Ready for final payment: N/A
Increase/Decrease of this Change Order: <u>\$ +1,786.63</u>	Increase of this Change Order: Substantial completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order <u>\$ 93,199.63</u>	Contract Times with all approved Change Orders: Substantial completion: N/A Ready for final payment: N/A

RECOMMENDED:  
By:   
Jeffrey A. Mueller, KSN

ACCEPTED:  
By: \_\_\_\_\_  
Michael Panzer, RD 1608

ACCEPTED:  
By:   
Ryan Collins, ASTA

Date: 3/9/16

Date: \_\_\_\_\_

Date: 3/13/17

**ATTACHEMENT TO CHANGE ORDER NO. 1**

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**RECLAMATION DISTRICT NO. 1608 - LINCOLN VILLAGE WEST  
WATERSIDE EROSION REPAIR PROJECT  
SAN JOAQUIN COUNTY, CALIFORNIA**

**DESCRIPTION OF CHANGES:**

The Contractor was requested to repave the existing deteriorated pavement on the levee crown within the project area. The proposed cost for this work is \$26,400.00.

This Change Order also includes a credit of \$24,613.37 for contract material quantities that were not required to be placed due to site adjustments made in the field. See Table 1 below for a summary of the final in place material quantities.

**TABLE 1 – FINAL QUANTITY SUMMARY:**

**Contract Quantities**

Item	Description	Quantity	Unit	Unit Price	Cost
1	Mob/Demob	1	LS	\$ 4,522.00	\$ 4,522.00
2	Clear/Grub	1	LS	\$ 2,275.00	\$ 2,275.00
3	Levee Seal	1420	TON	\$ 30.00	\$ 42,600.00
4	18" Minus	1040	TON	\$ 40.40	\$ 42,016.00
<b>Total</b>					<b>\$ 91,413.00</b>

**Actual Quantities Installed**

Item	Description	Quantity	Unit	Unit Price	Cost
1	Mob/Demob	1	LS	\$ 4,522.00	\$ 4,522.00
2	Clear/Grub	1	LS	\$ 2,275.00	\$ 2,275.00
3	Levee Seal	656.02	TON	\$ 30.00	\$ 19,680.60
4	18" Minus	998.07	TON	\$ 40.40	\$ 40,322.03
<b>Total</b>					<b>\$ 66,799.63</b>

**Difference \$ - 24,613.37**



# ITEM 9

**SHORT TERM GOALS**  
**April 5, 2017**

1. Sediment Removal Project.
2. Participate in County TAC and stakeholder groups. Status: Ongoing.
3. Work on slumping areas. In progress.
4. Monitor SJAFCA meetings re Calaveras and Fourteen Mile Slough uncertified levees.
5. Vegetation encroachments
6. Annual Levee Inspection.
7. FEMA Levee Certification

**LONG TERM GOALS**

8. CVFP Plan

# **ITEM 10**

## RD 1608: MASTER CALENDAR

### JANUARY

- Update Levee Property DVD

### FEBRUARY

- Send out Form 700s, remind Trustees of April 1 filing date

### MARCH

- Yearly Employee Evaluations
- Submit Verification Request Form (VRF) for the Annual Levee Maintenance Project to the California Department of Fish & Game.
- Submit payment to the California Department of Fish & Game for prior year Levee Maintenance Project(s).
- Spring Newsletter

### APRIL

- April 1: Form 700s due
- Letter to Property owners on levee regarding levee standards and permit requirements
- Schedule an Annual Joint meeting with RD 2074 (Brookside) and RD 2119 (Wright Elmwood Tract).

### MAY

- Draft Budget
- Annual Department of Fish & Wildlife Maintenance Agreement Renewal.
- Tour of Levee System

### JUNE

- June 15: Provide notice/make available to the public, documentation/materials regarding determination of Appropriations (15 days prior to meeting at which Appropriations will be adopted) (*Government Code §7910*).
- Approve Audit Contract for expiring fiscal year
- Adopt the Preliminary Budget

### JULY

- Adopt Resolution for setting Appropriations and submit to County Assessor's Office.
- Follow up with FEMA on Certification Letter (2015 only).

### AUGUST

- August 1: Deadline to certify assessments for tax-roll and deliver to County (duration of current assessment: FY 2025).

- Send handbills for collection of assessments for public entity-owned properties
- In election years, opening of period for secretary to receive petitions for nomination of Trustees (75 days from date of election.) (*Cal. Wat. Code §50731.5*)
- Submit End of the Year Financial Report.

**SEPTEMBER**

- In election years, last legal deadline to post notice that petitions for nomination of Trustees may be received (7 days prior to close of closure.) (*Cal. Wat. Code §50731.5*).
- In election years, closing of acceptance of petitions for nomination of Trustees (54 days from date of election.) (*Cal. Wat. Code §50731.5*).
- Adopt Final Budget

**OCTOBER**

- Publish Notice of Election, odd numbered years (once per week, 4 times, commencing at least 1 month prior to election.)
- Fall Newsletter.
- Update District Information Sheet.
- Review District Emergency Supplies
- Emergency Plan Review in 2018 (every three years thereafter)

**NOVEMBER**

- Election: to be held first Tuesday after first Monday of each odd-numbered year.

**DECEMBER**

- Review Emergency Plan.
- New Trustee(s) take office, outgoing Trustee(s) term(s) end on first Friday of each odd-numbered year.
- Provide updated version of electronic copies of properties within District

**Term of Current Board Members:**

<b>Name</b>	<b>Term Commenced</b>	<b>Term Ends</b>
Drew Meyers	2013	First Friday of Dec 2017
Brett Tholborn	2015	First Friday of Dec 2019
Michael Panzer	2015	First Friday of Dec 2019

**Assessment Expires 6/30/2025**

**Reclamation District Meetings**

- **First Wednesday of each month, at 8:00 A.M.  
at the offices of:  
Neumiller & Beardslee**

**509 W. Weber Avenue, Suite 500  
Stockton, California 95242**

# **ITEM 14**

## CONTRACT FOR SECRETARIAL SERVICES

This Contract is made as of the 3rd day of November, 2006, by and between RECLAMATION DISTRICT 1614, a reclamation district organized under the laws of California ("District"), and JEAN L. KNIGHT ("Secretary").

1. Retention of Secretary. District hereby retains Secretary to perform the duties of Secretary and Treasurer for District, on the terms and conditions specified herein. Secretary hereby agrees to perform the duties of Secretary and Treasurer for District, on the terms and conditions specified herein.
2. Duties to be Performed. Secretary shall perform all the normal and usual duties of Secretary and Treasurer, including without limitation, those specified in the California Water Code, and shall serve as recording Secretary to District. Records of the District may be kept by the Secretary, and/or the Attorney, for the District.
3. Specific Attendance at Meetings. Secretary shall (except that Secretary retains the right, in the event of irreconcilable schedule conflicts or absences, to substitute another person as recording Secretary), attend such meetings of the Board of Trustees of District, as may be requested.
4. Term. This Contract shall commence on the date first above written, and shall continue indefinitely, except that District may terminate this Contract at any time, with or without cause, by written notice to Secretary, and shall have no liability for such termination except for services performed prior to termination. Secretary may terminate this Contract, at any time, by written notice to District at least thirty (30) days prior to termination, and shall have no liability for such termination.
5. Compensation. District shall pay Secretary for services performed, the sum of \$500.00 per calendar month, plus \$250 for each meeting in excess of one meeting per month.
6. Reimbursement. District further agrees to reimburse Secretary for out-of-pocket expenses incurred by Secretary in performing services for District, including, but not limited to, copying costs, long-distance telephone calls, and mileage at the adopted IRS rate. For single expenses in excess of Two Hundred Fifty Dollars (\$250.00) District agrees to reimburse the provider thereof directly.
7. Status. Secretary is an independent contractor, and neither Secretary nor any individuals employed by Secretary is, are, or shall be an employee of District. Neither Secretary nor any individual employed by Secretary shall receive or be entitled to receive retirement or pension benefits, Public Employees Retirement System benefits, workers' compensation insurance coverage, health insurance coverage, or any other benefit from District except the compensation specified above.
8. Provision of Material. District shall provide Secretary, at District's sole cost and expense, agendas, notices, reports, and all other materials necessary to enable Secretary to carry out the duties of Secretary.



9. Notice. Except as otherwise expressly provided by law, any and all notices or other communication required or permitted by this Contract or by law to be served on or delivered or given to a party by another party to this Contract shall be in writing, and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is directed or, in lieu of such personal service, two (2) days after such written notice is deposited in the United States mail, First Class,, postage pre-paid, addressed to the party at the address identified for that party in this Contract. Any party may change their address for the purpose of this Paragraph by giving written notice of such change to each other party in the manner provided in this Paragraph.

District: RECLAMATION DISTRICT 1608  
P.O. Box 4775  
Stockton, CA 95204

Secretary: Jean L. Knight  
7035 Bridgeport Circle  
Stockton, California 95207

10. Excuse of Default. Should the performance of the obligations of any party under this Contract be prevented or delayed by act of God, war, civil insurrection, fire, flood, storm, strikes, lockouts, or by any law, regulation, or order of any federal, state, county, municipal authority, or by any other cause beyond the control of such party, such party's performance under this Contract shall be excused to the extent it is so prevented or delayed.

11. No Other Relationship Created. Except as otherwise specifically set forth in this Contract, no partnership, joint venture, employment franchise, agency, corporation, association, or other relationship is intended to have been created between or among the parties as a result of this Contract.

12. Choice of Law. This Contract shall be governed by the procedural and substantive laws of the State of California.

13. Renegotiation of Contract. It is specifically provided that Secretary may renegotiate this Contract, including rates for services.

"DISTRICT"

"SECRETARY"

RECLAMATION DISTRICT 1608

JEAN L. KNIGHT

By: James O. Beach

By: Jean L. Knight

**AMENDMENT TO CONTRACT FOR  
SECRETARIAL SERVICES  
RECLAMATION DISTRICT 1608**

THIS IS AN AMENDMENT to that certain contract for Secretarial Services, by and between RECLAMATION DISTRICT 1608, a reclamation district organized under the laws of the State of California (“Employer”), and JEAN L. KNIGHT (“Secretary”), which contract is dated originally as of November 3, 2006, and amended April 1, 2011, April 1, 2012, and April 1, 2015.

1. Section 5 of the contract, as currently amended, is deleted, and is replaced with the following:

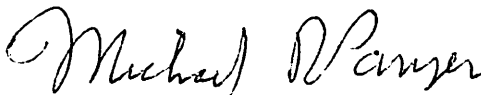
“5. Compensation

A. Base compensation: District shall pay Secretary for services performed, except as provided in Section 5.B. below, the sum of \$640.00 per calendar month, plus \$250 for each meeting attended in excess of one meeting per month.

B. Vehicle allowance: Secretary shall not be paid mileage for use of Secretary’s private vehicle, but instead shall receive a vehicle allowance of Fifty Dollars (\$50) per month.”

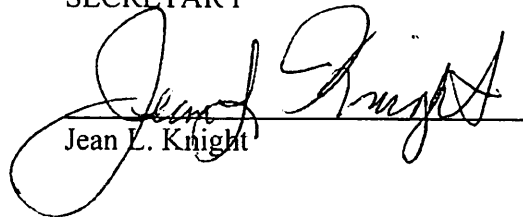
2. This amendment is effective April 6, 2016.

RECLAMATION DISTRICT 1608



Michael J. Panzer  
Its President

SECRETARY



Jean L. Knight

## EMPLOYMENT CONTRACT

For Joe Bryson  
Reclamation District 1608

THIS CONTRACT is made, effective as of the 5th day of October , 2007, by and between Reclamation District 1608, a reclamation district organized under the laws of the State of California (hereinafter called "Employer"), and Joe Bryson (hereinafter called "Employee").

The parties agree as follows:

### Section 1. Duties

A. **General.** Employer hereby employs Employee to perform the duties specified in Exhibit A attached hereto and incorporated herein.

### Section 2. Term.

A. The term of this Contract shall be indefinite, unless terminated as provided herein.

B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of Employee to resign at any time.

C. Employee in the position of Levee Superintendent serves at the will of the Employer and may be removed by Employer at any time with or without cause or notice.

### Section 3. Salary.

A. Employer agrees to pay Employee for Employee's duties as Levee Superintendent an hourly rate of thirty-one and 50/100 Dollars (\$31.50) payable monthly, subject to usual and normal withholdings.

**Section 4. Performance Evaluation.** Employer shall review and evaluate the performance of Employee six (6) months after the date of this Contract, an additional six (6) months thereafter and at least once annually thereafter. Such review shall include review of Employee's accomplishment of objectives and goals established by Employer.

**Section 5. Hours of Work.** Employee shall devote such hours as may be necessary to carry out the duties set forth in Exhibit A. It is anticipated that Employee will work approximately ten (10) hours per week.

**Section 6. Vacation and Sick Leave.**

A. Employee shall not earn vacation and sick leave.

**Section 7. Disability, Health and Life Insurance.** Employer shall not provide disability, health or life insurance for Employee.

**Section 8. Retirement.** Employer shall not provide retirement benefits or pension benefits for Employee.

**Section 9. Reimbursement Expenses.** Employee will receive reimbursement for all sums necessarily incurred and paid by Employee in the performance of Employee's duties, except that Employee shall not be paid mileage for use of Employee's private vehicle, but instead shall receive a car allowance of Two Hundred Dollars (\$200.00) per month, payable at the time specified in Section 3 above.

**Section 10. Indemnification.** Employer shall defend, save harmless and indemnify Employee in accordance with Division 3.6 of the California Government Code, sections 800 et seq.

**Section 11. Unavailability.** If Employee should be temporarily unavailable (as, for example, because of illness) to perform Employee's duties, Employee shall inform Employer and the Engineer for Employer.

EMPLOYER  
Reclamation District 1608

By James O. Bluck  
James O. Bluck, President, Board of Trustees

EMPLOYEE  
Joe Bryson  
JOE BRYSON

## EXHIBIT "A"

### RECLAMATION DISTRICT 1608 JOB DESCRIPTION, DUTIES AND REQUIREMENTS FOR THE POSITION OF LEVEE SUPERINTENDENT

#### **Qualification Requirements**

The Levee Superintendent must:

- Have a valid California Driver's License at the time of employment
- Have a high school diploma or equivalent
- Pass a pre-employment drug test
- Be able to read and write, and possess basic record keeping skills
- Be knowledgeable and comfortable around power tools, such as chainsaws, power drills, grinders, etc.
- Be physically fit to perform physical and manual labor
- Be available to work weekends, holidays and extended hours if there is a need for emergency repairs or levee patrols during potential flood events.
- Have a general knowledge of mechanical and electrical systems, and of landscape maintenance principles and an ability to communicate issues within the district to the board of directors, district engineers, and other contractor or agencies servicing district property, equipment, or responsibilities.

#### **General Duties and Performance**

The Levee Superintendent will report to the Board of Trustees, and will coordinate his or her activities with the District's Engineer, Attorney and Secretary.

Become knowledgeable on and ensure the Levee Encroachment Standards for Reclamation District 1608 are enforced.

The Levee Superintendent will also field and evaluate complaints, requests or questions from the District's residents.

The Levee Superintendent is responsible for routine levee inspections to check for levee problems and encroachments and take action when necessary

When representing the district, the Levee Superintendent will treat all property owners (including trustees) equally and in a fair manner

The Levee Superintendent shall make the effort to meet new property owners and assist them to become familiarize with the district's permit requirements and levee encroachment standards.

During abnormal high tides, inclement weather with high winds, and earthquakes, or other potential flood events, the Levee Superintendent must conduct intensive levee patrol/inspections (in coordination with the District's Engineer) to check for damages and the integrity of the levee

Attend and provide report of activities at the monthly District meeting

Respond to incidents within the jurisdiction of the reclamation district that could or will impact the operations of district equipment and/or expose the district to regulatory issues outside of normal operations.

### **Flood Fight Contingencies**

Become knowledgeable on the Reclamation District 1608 Preliminary Levee Patrol and Emergency Plan. In coordination with the District Engineer, work on the annual Patrol Schedule, and on updating the Plan.

During winter and periods of rain or high water, the Levee Superintendent should obtain daily reports of the delta river stage from the following website:

[http://www.water.ca.gov/nav.cfm?topic=Water\\_Conditions&subtopic=River\\_Conditions\\_and\\_Forecasts](http://www.water.ca.gov/nav.cfm?topic=Water_Conditions&subtopic=River_Conditions_and_Forecasts)

During periods of rain or high water, the Levee Superintendent shall make every effort to be available and on call.

The Levee Superintendent shall attend flood fight training when available.

The Levee Superintendent shall maintain the flood fight storage shed. Materials are to be stored in an orderly manner and kept clean and free of rodents. Levee Superintendent shall keep adequate flood fight inventory on hand and replenish used materials before the start of flood season, and purchase supplies as necessary within the approved budget.

The Levee Superintendent shall become familiar with, and coordinate, the District's relations with State and County Emergency Services.

The Levee Superintendent shall know where a supply of sand can be utilized for sandbagging purposes during a flood crisis.

### **Pump Procedures**

The Levee Superintendent shall:

- Check the District's pump at least once every week
- Check pump for oil and lubricate when needed
- Make sure that the pump is in working order
- Arrange for repairs when necessary and oversee work. Let contracts within the approved budget
- Arrange for annual power efficiency test of pumps

### **Levee Maintenance**

The Levee Superintendent shall:

- Ensure that the District's contractor used by the District to perform weed control does perform weed control, based on a schedule determined by the Board and weather conditions
- Eliminate rodents causing burrows and holes, using standard bait and smoke bombs and other legal means; repair damages caused by rodents
- Assure that all levee maintenance work is properly inspected, resolved and photographed before starting work and after completion; write appropriate reports in accordance with this section
- Remove tree saplings from levee slopes before they reach a diameter of 2 inches
- Contact property owners regarding violations of the levee encroachment standards.
- Observe for levee encroachments and check owners for permits
- Follow progress of all work being done and inspect and make progress reports
- Clear levee crown and slopes of fallen branches where such work is necessary.
- Repair or cause to be repaired any and all erosion problems as soon as possible.

- Remind anglers/trespassers of private properties and posted areas and request them to leave when appropriate; make arrangements to move vehicles blocking levee access. This should be done in a manner to avoid confrontation. When required, the Levee Superintendent should call for assistance from the Stockton Police Department
- Let contracts under \$5,000 for gate, lock and fence repairs within the approved budget.
- Let contracts under \$5,000 for erosion control, rock placement and similar levee protection needs within the approved budget.
- Let contracts for sign replacement or placement within the approved budget.

### **Permit Processing**

The Levee Superintendent shall:

- Review application, meet with the requester, and conduct site inspection
- Review plans for completeness and compliance with Levee Encroachment Standards
- Discuss any issues with application with requester
- Prepare conditions of approval and explain these to requester
- Submit request to district engineer if required; present to Reclamation District 1608 Board of Directors
- Review permits with engineer for suggestions and recommendations when appropriate

### **Office Work Summary**

The Levee Superintendent shall:

- Propose a maintenance and operation budget. In the event there is a projected increase in the operation and maintenance costs beyond those in the annual maintenance budget, the Levee Superintendent will notify the Reclamation District 1608 Trustees of the amount of the projected increase so that the District Trustees can determine whether to approve such an increase and appropriate any additional funds, or



take other appropriate actions to meet the additional facilities maintenance needs

- Fill out daily time cards completely., assigning time to job numbers
- Prepare monthly activity report for Board meetings, including monthly budget reports
- Arrange and supervise casual labor within the approved budget.
- Maintain desk and file for paperwork, permits, photos etc.
- Keep track of permits and expirations and permitted work progress
- Keep records of all contracts let and purchases made. Ensure that all contracts and purchases comply with bidding requirements and prevailing wage requirements, where applicable, in consultation with the District's attorney.
- Review contractor billings for inaccuracies/discrepancies; recommend approval of billings that are correct, submit to Board of Trustees for approval, in consultation with the District's attorney and engineer.
- Document levee work and maintenance, and preventative maintenance, with reports and photos.
- Maintain records of pump repairs and maintain a binder for pump
- Document all high water patrols and any flood fight work.
- Documentation of work, purchases, patrols and flood fighting may be accomplished by a daily log or journal.

## **Labor Employees**

The Levee Superintendent shall:

- Schedule and supervise labor employees. All directions to labor employees shall be from the Levee Superintendent only, with suggestions from Trustees and engineers.
- Review and approve timecards completed by the individuals submitting the timecards
- Assist District Secretary with employee information necessary for record documentation

- Acknowledge that no personal vehicles are authorized for District work

**Miscellaneous**

The Levee Superintendent shall

- Perform such other tasks as may be assigned, from time to time, by the Board of Trustees.

**AMENDMENT TO  
EMPLOYMENT CONTRACT  
BETWEEN JOE BRYSON AND RECLAMATION DISTRICT 1608**

THIS IS AN AMENDMENT to that certain Employment Contract between Joe Bryson (“Employee”) and Reclamation District 1608, a reclamation district organized under the laws of the State of California (“Employer”), dated October 5, 2007 (“Original Date”) and amended as of April 1, 2012.

The contract is amended as follows:

1. Section 9 of the Contract, as amended, is deleted, and is replaced with the following:

“9. Reimbursement Expenses

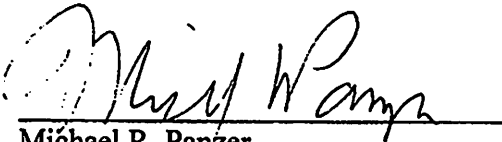
Employee will receive reimbursement for all sums necessarily incurred and paid by Employee in the performance of Employee’s duties.”

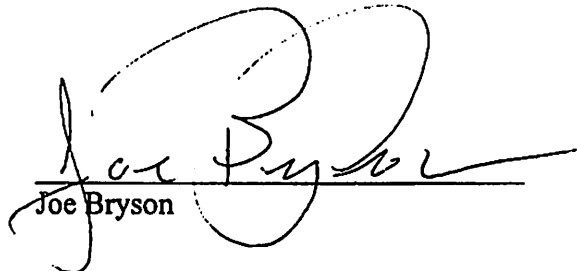
2. This amendment was approved by the Board of Directors on April 1, 2015 and shall be effective upon the purchase of an Employer vehicle for Employee’s use.

EMPLOYER

EMPLOYEE

RECLAMATION DISTRICT 1608

By   
Michael R. Panzer  
Its President

  
Joe Bryson

**AMENDMENT TO  
EMPLOYMENT CONTRACT  
BETWEEN JOE BRYSON AND RECLAMATION DISTRICT 1608**

THIS IS AN AMENDMENT to that certain Employment Contract by and between RECLAMATION DISTRICT 1608, a reclamation district organized under the laws of the State of California ("Employer"), and JOE BRYSON ("Employee"), which contract is dated originally as of October 5, 2007, and amended February 5, 2010, April 1, 2011, April 1, 2012, and April 1, 2015.

1. Section 3 of the Employment Contract, as currently amended, is deleted, and is replaced with the following:

"Section 3. **Salary.**

- A. Employer agrees to pay Employee for Employee's duties as Levee Superintendent an hourly rate of Thirty-Five Dollars (\$35.00) payable monthly, subject to usual and normal withholdings."

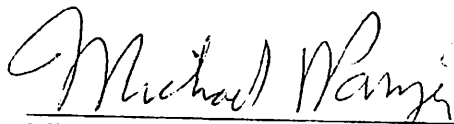
2. This amendment is effective as of April 6, 2016.

EMPLOYER

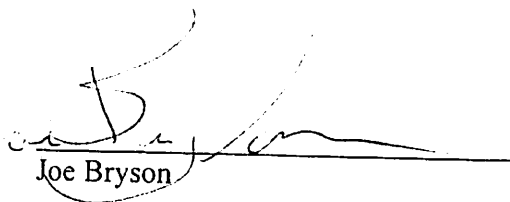
EMPLOYEE

RECLAMATION DISTRICT 1608

By



Michael R. Panzer  
Its President



Joe Bryson