

**AGENDA FOR
RECLAMATION DISTRICT NO. 1608
BOARD OF TRUSTEES REGULAR MEETING
8:00 A.M. MARCH 6, 2019
NEUMILLER & BEARDSLEE
3121 WEST MARCH LANE, SUITE 100
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 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 February 6, 2019.
3. Financial Report. Review, discuss, and accept financial report.
4. Engineer's Report. Request for directions and approvals.
 - (a) Consider new permits requests from homeowners.
 1. 3743 Hatchers Circle, APN 098-020-590-000
Owners Mr. Kevin & Mrs. Danielle Worley – Review applicant for installation of an in ground swimming pool.
 - (b) Sediment Removal Project
 1. Authorize President to execute Reclamation District No. 684 encroachment permit
 2. Authorize President to approve additional premium amount for increasing District's umbrella policy from \$3 million to \$4 million
5. Levee Superintendent Report. Request for directions and approvals.
6. Public Hearing. Ordinance Increasing the Compensation for Meeting Attendance
 - (a) Adopt Ordinance 2019-01 Establishing Trustee Compensation for Meeting Attendance
7. Insurance. Delegate authority to approve proposal to renew District's JPRIMA Insurance Policy for the 2019-2020 policy year.
8. Report by Trustees on meetings attended and up coming meetings. Request for direction.
9. Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.
 - (a) Newsletter.
10. Discussion and direction on Short-Term and Long-Range Goals.
11. District Calendar. Discussion and direction.
12. Correspondence.

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, 3121 West March Lane, Suite 100, Stockton, California during normal business hours.

13. Closed Session.

(a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Levee Superintendent.

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

14. Report out of Closed Session.

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

16. Approval of Bills.

17. Staff Reports.

(a) Attorney. The Agenda for this meeting was posted on the window outside the meeting room at 3121 West March Lane, Stockton, California, at least seventy-two (72) hours preceding the meeting.

18. Adjournment.

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**AGENDA PACKET
RECLAMATION DISTRICT 1608
March 6, 2019**

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

ITEM 2

**MINUTES OF THE REGULAR MEETING OF BOARD OF TRUSTEES
FOR RECLAMATION DISTRICT 1608
HELD WEDNESDAY, February 6, 2018**

A Regular Meeting of the Board of Trustees of Reclamation District 1608 was called to order at 8:04 a.m. by Trustee Brett Tholborn on February 6, 2018, at the law offices of Neumiller & Beardslee, 509 W Weber Avenue, 5th Floor, Stockton, California.

TRUSTEES PRESENT WERE:

BRETT THOLBORN
DAN MacDONNELL

OTHERS PRESENT WERE:

DANIEL SCHROEDER
ANDY PINASCO
CHRIS NEUDECK
JEAN L. KNIGHT
JOE BRYSON
BOB BENTZ
DOMINICK GUILLI (Arrived at 8:12 a.m.)

ABSENT WAS:

MICHAEL PANZER

1. **Public Comment.** No public comment.
2. **Approval of Minutes.** Minutes of the regular meeting of January 9, 2019. After review,

It was moved, seconded (D. MacDonnell/B. Tholborn) and unanimously carried by the Trustees of Reclamation District 1608 that the minutes of the regular meeting of January 9, 2019 be approved as read.

3. **Financial Report.** Review, discuss, and accept financial report. Secretary Knight presented the financial report. She noted the District had received both Assessment monies and Property tax revenue this last month. She also pointed out that the County had booked their charges for administrative costs on behalf of the District. After further review and discussion,

It was moved, seconded (D. MacDonnell/B. Tholborn) and unanimously carried by the Trustees of Reclamation District 1608 that the financial report was approved as presented.

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

From Engineer's Report:
Plan Review

A. Mr. Morgan and Mrs. Susan Mayfield. Trustee Panzer thought that a follow up visit was warranted with the Mayfields, since it was reported that they were not communicating with Joe Bryson anymore. Because of this, both Dr. Panzer and Chris Neudeck visited the Mayfields. They had a nice discussion and it was discovered that generally they had complied. It was also felt best that Chris Neudeck write a letter to the Mayfields discussing ongoing maintenance requirements and he would address several areas that will need continual maintenance and refinement. At this point, it was determined not to go forward with the Show Cause Hearing as they had basically complied on what the District had required to be done. There are elevation issues that will need to be met, as well as the area is prone to a lot of seepage. Mr. Neudeck reported that Mr. Bryson has been exceptional in handling this matter. The removal and replacement with gravel was not an acceptable offer with the Mayfields. But it was noted that the back yard is the District's levee. Mrs. Mayfield's mother was the landscaper on the property. About going out to the Property, Mr. Bryson said he had been out there 3 times since the last meeting and he and the Mayfields were on good terms.

B. Review SJCo's status to provide the District will a fully supplied flood fight container funded through the Department of Water Resources Emergency Response Grant No. 2. Chris Neudeck reported that the County has changed its position on flood fight containers and now the District must pay and then seek a reimbursement. This county was going to do the work for the District.

C. Annual Levee Inspection – The Engineers will begin their annual inspection on Wednesday, February 6th.

II. FEMA Mapping Status. A. Review progress of LOMA application relative to the District's interior lake drainage system. Mr. Neudeck reported that this issue has been elevated and Brandon Nakagawa has gotten involved as well as the Board of Supervisors. Chris Neudeck said he is trying to get Chris Elias involved and noted that the region must begin talking as there is a heavy lift to get this done. The engineering report on Exhibit D indicates that the Lake Boundary Meets and Bounds Descriptions are nearing completion and will be submitted to FEMA the first week of February.

III. Sediment Removal Project. Chris Neudeck reported that the Biological Assessment was completed Monday morning. The issue focused down to the pipeline that goes to the farmland as they had to get more specific in their description. The last standing issues are the Biological Assessments and Biological Opinions. There could be 90-120 day delay on all projects. Mr. Neudeck anticipated this because of the government shutdown and it has actually caused several projects not going to construction this year. The Agency worked but did not do any permitting. The District is going to be at the end of their list. The goal is to get construction done this year by September and October. It's not a large project – the problem is getting permits.

a. Update on compliance with Levee Encroachment Standards at 4149 Fort Donelson Drive. See engineer's report above.

b. Sediment Removal Project

i) Authorize President to execute Reclamation District No. 2119 encroachment permit. Reclamation District 1608 is seeking to install and later remove a dredge sediment transport pipe crossing Reclamation District 2119's levee at two locations for the purpose of discharging dredged materials into the Port of Stockton placement site on Roberts Island. Attorney Schroeder presented this item for review and suggested approval. The District is not digging on the levee top. After discussion,

It was moved, seconded (D. MacDonnell/B. Tholborn) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the Permit Agreement between Reclamation District 2119 and Reclamation District 1608 be approved. As President Panzer is not present at this meeting, he will be notified about this approval and asked to execute it on behalf of the District.

ii) Consider new permits requests from homeowners. No permits presented.

5. Levee Superintendent Report. Request for directions and approvals. Mr. Bryson noted that the District now needs to have permits for spraying within San Joaquin County. With the new applicator, new permits required.

Dominick Guilli had a question about reservoirs filling up. He noted that high tides are coming up. Chris Neudeck responded and said that the reservoirs are holding up and he is watching this. They anticipate releases. There are high tides, potential warm rains and high snow pack. Mr. Neudeck responded that yes, the District has protocols and it is watching the situation closely

6. Report by Trustees on meetings attended and upcoming meetings. Request for direction. No report.

7. Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.

a. Trustee Compensation – Dan Schroeder presented this matter. Due to delays because of the law firm's move and the firm also moving their document management program to the Cloud, this item will be brought to the March meeting.

8. Discussion and direction on Short-Term and Long-Range Goals. No changes

9. District Calendar. Discussion and direction. Nothing for this month. Invite Judith Buehe for March meeting for spring newsletter.

10. Correspondence. No additional correspondence.

11. Approval of Bills. The Bills to be Paid List for February, 2019 was presented and reviewed and,

Upon motion duly made, seconded (D. MacDonnell/B. Tholborn) and unanimously carried by the Board of Trustees of Reclamation District 1608, the Bills to be Paid List for February, 2019 as presented, was approved.

12. Staff Reports. It was reported that SJAFCA is having a special board meeting tomorrow – if a particular board member can attend. It's a public meeting. Trustee Dan MacDonnell reported that there is a Central Valley Flood Forum – March 20th – which he would like to attend. Trustee MacDonnell contacted them directly. After consideration,

It was moved, seconded (D. MacDonnell/B. Tholborn) and unanimously carried by Reclamation District 1608 that Trustee Dan MacDonnell be authorized to attend the Central Valley Flood Forum on March 20th and that Secretary Knight issue a warrant for \$60 to pay for his attendance.

13. Adjournment. The meeting adjourned at 9:05 a.m..

Respectfully submitted,



Jean L Knight
District Secretary

ITEM 4.b.a.

PERMIT AGREEMENT

PARTIES: **RECLAMATION DISTRICT NO. 684 (Lower Roberts)**
hereinafter "District"
RECLAMATION DISTRICT NO. 1608 hereinafter "Permittee"

RECITALS:

Permittee desires to install and later remove a dredge sediment transport pipe crossing the District's levee at one location for the purpose of discharging dredged materials into the Port of Stockton placement site on Roberts Island. The crossing will be at the location shown on Figure 1 along the San Joaquin River. The diameter of the pipe is expected to be 14 inches or less.

AGREEMENT:

Permittee shall prior to commencement of operations provide to District documentary proof of written authority or permission from the landowners upon whose land the work is to be performed as a condition hereof. Fee title to the land is not vested in the District.

The term of this permit will commence upon return of a fully executed original to District and will terminate on November 1, 2019.

Permittee agrees to hold District and all landowners and tenants within District free and harmless and indemnify them against any and all claims, costs (including reasonable attorneys fees), expense and damages from any cause relating to or arising out of Permittee's activities excepting acts of sole negligence, active negligence or willful misconduct of the indemnified party.

All Permittee operations will be conducted at the risk and expense of Permittee and shall be conducted in conformity with all applicable federal, state and local laws, rules and regulations including without limitation those governing the handling, use and disposal of materials qualified as toxic or hazardous substances by any federal, state or local administrative agency or the statutory rules and regulations of the United States, the State of California and/or any local agency or municipality.

Permittee shall at Permittee's sole cost and expense repair all road and other damage caused by its operations. All levee fills and road surfaces shall be restored to as good or better condition as they were immediately prior to Permittee's use.

Permittee will prior to conducting any operation on the subject lands obtain and thereafter maintain at all times during the term of this permit commercial liability insurance with a

combined single limit of at least \$1,000,000.00 and an umbrella for \$4,000,000.00 or a single limit of \$5,000,000.00. Said insurance shall be placed with a reputable surety admitted to do business in California and shall provide for contractual liability coverage so as to insure Permittee's obligations for personal injury and property damage as provided in this agreement and shall cover damages due to flooding, landslide and subsidence arising out of Permittee's operations. A certificate of said insurance shall be provided to District upon or prior to entering upon the property. Permittee shall not cancel said insurance policy without thirty (30) days prior written notice to District, nor prior to meeting conditions set forth in this Permit.

District, its board of trustees and officers thereof shall be named as additional insureds on the policy or policies of insurance required to be maintained by Permittee.

Permittee acknowledges that the subject premises 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.

Permittee hereby expressly assumes the risk of damage to itself, its contractors, employees and agents arising out of the above 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 any Reclamation District or District or either thereof and their respective trustees, directors, officers, partners, agents or employees. Permittee agrees to hold the landowners, tenants and the District, its trustees, directors, officers, partners, agents and employees free and harmless from and indemnify them against any and all liability, damage, loss, cost or expense and claims for inverse condemnation and for negligence of any Reclamation District or other governmental agency for damage to real property belonging to permittee or personal property belonging to or used or held by permittee including, without limitation, damage to equipment, improvements, site preparation and wells in any way arising out of flooding or inundation due to the causes set forth above or any other cause other than the sole negligence, active negligence or willful misconduct of the indemnified party.

Permittee shall immediately report to District any ground settlement or water flow in the vicinity of its work on the District's levee.

Permittee shall notify the District twenty-four (24) hours prior to commencement of any operations and if any activity should cease for a period of five (5) working days. In the conduct of its operations, Permittee shall take all reasonable precautions to avoid interfering with or causing delay of any District sponsored activities including construction, inspection, monitoring or routine maintenance of its facilities.

All work contemplated hereunder shall be subject to inspection by the District Engineer. In the event the District Engineer determines the safety of District levee is being jeopardized, he may order all or any portion of the work stopped, in which case Permittee agrees to comply with the order.

Permittee's activities shall not interfere with access along the road at the crown of the levee nor at any access ramps to or from the levee. The pipe shall be placed perpendicular to the centerline and on top of the crown of the levee with adequate ramping over the pipe to provide all weather road access. Ramps shall be a minimum of 20 to 1 horizontal to vertical with a minimum width of 22 feet and surfaced with at least six (6) inches of compacted AB roadbase. Except as provided herein Permittee shall comply with the requirements set forth in the attached Figures 1 and 2. Upon completion of the project the ab fill material will be cleared and transferred by Permittee to a location determined by and for District. The levee shall be restored to its pre-project condition.

Permittee agrees that the permit herein granted is subject to the paramount rights of the District for reclamation and flood control purposes and the rights of District to control, maintain, repair, construct, supervise, relocate, operate, and reconstruct its levees, and reclamation works, and shall be at all times paramount and superior to any rights, license, or permit given or conveyed to Permittee pursuant to this agreement.

This permit shall not be assigned by Permittee unless District agrees in writing to such assignment, which agreement to assign shall not be unreasonably withheld by District. The terms and conditions herein shall bind the assigns and transferee of Permittee and shall run with the permit. Permittee agrees, as a condition of any transfer, to obtain from the transferee his, her, or its written agreement to comply with the terms of this agreement. Permittee shall notify District of the name and address of any transferee and provide District a copy of any transferee's agreement within ten (10) days of the transfer.

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

Either District or Permittee may, upon written notice to the other change the address to which all other future notices should be mailed.

This permit shall not be valid until an original that is fully signed and acknowledged in recordable form by named Permittee is returned to the District.

Permittee agrees to execute any and all additional documents reasonably necessary to secure the recordation of this agreement or a memorandum thereof in the County of San Joaquin, State of California.

Permittee shall within thirty (30) days of invoice, reimburse District for its reasonable out-of-pocket engineering and legal costs incurred in reviewing, preparing and processing this permit. Such costs shall not exceed \$1,000.00.

All covenants of Permittee herein shall also be deemed conditions of the permit hereby granted.

Unless changed by written notice to the parties at the addresses herein provided, the mailing address for all notices herein required shall be:

To Permittee as follows:

Reclamation District No. 1608
P. O. Box 4857
Stockton, California 95204
Phone: (209) 948-8200
Fax: (209) 948-4910

To District as follows:

Reclamation District No. 684
P. O. Box 1461
Stockton, California 95201
Phone: (209) 465-5883
Fax: (209) 465-3956

EXECUTED this _____ day of February 2019

RECLAMATION DISTRICT NO. 1608

RECLAMATION DISTRICT NO. 684

By: _____

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF SAN JOAQUIN)

On _____, 2019 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

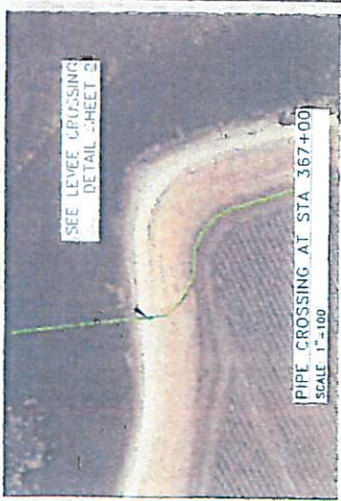
STATE OF CALIFORNIA)

COUNTY OF SAN JOAQUIN)

On _____, 2019 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



RN-1 PLACEMENT SITE
 CHANNEL DREDGE ALIGN.
 DISCHARGE PIPE ALIGN.

DATE DEC 2018
SHEET NUMBER 2119
SHEET 1 OF 7
FIG. 1
PROJECT NUMBER 2119-020

RECLAMATION DISTRICT NO. 1608
2019 SEDIMENT REMOVAL PROJECT
SAN JOAQUIN COUNTY

RD 2119 LEVEE CROSSING
ENCROACHMENT PERMIT

PROJECT AREA

VICINITY MAP

KJELDSEN SINNOCK NEUDECK
INCORPORATED
1550 Harbor Drive, Suite 212
West Sacramento, CA 95691
916-453-0000
www.kns.com

DOWNSCALES

SECTION	JOB	DATE	APPROV.

HORIZ. 1" = 100'
VERTICAL 1" = 10'
GRAPHIC DIMENSIONS
PROJECT ZONE 1:1
VERTICAL ZONE NAVD83

NO. DESCRIPTION

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PROJECT SHEET

NORTH ORIENTATION

DATE: 12/18/18
 TIME: 10:00 AM
 PROJECT: 2119-020
 SHEET: 2119
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

ITEM 6.a.

**RECLAMATION DISTRICT NO. 1608
ORDINANCE 2019-01**

**ORDINANCE ESTABLISHING TRUSTEE COMPENSATION FOR MEETING
ATTENDANCE**

WHEREAS, on May 1, 2018, the Reclamation District 1608 (the "District") Trustees duly adopted Ordinance 2018-01, increasing Trustee compensation for meeting attendance from \$100 per meeting to \$235 per meeting; and

WHEREAS, Water Code section 20200 et seq. allows an increase to the amount of Trustee compensation to be increased by an amount not to exceed 5% for each calendar year following the operative date of the last adjustment; and

WHEREAS, a public hearing to consider an increase in the compensation of the members of the District Board of Trustees was duly noticed in accordance with Water Code section 20203 and Government Code section 6066, and said hearing was held on the date hereof; and

WHEREAS, in compliance with the requirements of Water Code section 20200 et seq., the District's Board desires to increase compensation paid to Trustees for meeting attendance by 5%, which is an increase of \$11.75 to the current amount \$235 per meeting resulting in an amount of \$246.75 per meeting as Trustee compensation.

WHEREAS, the District published notice as required by

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 1608 AS FOLLOWS:

Section 1. Trustee compensation shall be \$246.75 for each day's attendance at meetings of the Board as defined in the District's applicable compensation policy.

Section 2. This ordinance is not intended to impose, and shall not be construed or given effect in a manner that imposes, upon the District or any officer or employee thereof, a mandatory duty of care toward persons and property within or without the District so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. If any provision of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not effect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The city council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

Section 4. This ordinance shall become effective sixty (60) days after its final passage.

On motion of Trustees, seconded by Trustees the foregoing ordinance was duly passed by the Board of Trustees of Reclamation District 1608 at a regular meeting thereof held on March 6, 2019, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

MICHAEL PANZER, President

ATTEST:

JEAN L. KNIGHT, Secretary

ITEM 9.a.

Dear Homeowners and Businesses:

It's that time of year again when we prepare for the winter season. Your assistance in keeping the levees clean and safe is appreciated.

Please contact Joe Bryson, District Superintendent, if you notice any dead/fallen trees or any other vegetation or floating debris along the District's levee. In addition, please contact him immediately if you observe any animal activity that is damaging the levees or any suspicious human activity/acts of vandalism.

With the approach of the rainy season, please keep bushes, trees and vegetation on your property properly trimmed to provide clear and unobstructed levee inspectability.

Thank you for helping to keep our levees clean and safe for each of you, your families, your neighbors, and our community.

Sincerely,
Board of Trustees
Reclamation District 1608

Encroachment of Vegetation onto Levees

Your individual efforts to remove vegetation contribute to your safety and to the safety of all, as well as help to comply with District Levee Encroachment Standards for lots with part of the District's levee on it. If you need direction on how to maintain the vegetation on your property, please contact Joe Bryson, District Superintendent, who will let you know what you need to do.



Nutria: A Triple Threat to California's Future

You have probably already heard that an animal called a nutria has been spotted in parts of the Sacramento and San Joaquin Delta. A nutria is a non-native animal that is considered an agricultural pest that destroy wetlands and can seriously damage and burrow into levees. While often confused with beaver and muskrat, nutria have these distinguishing characteristics:

- White whiskers
- Round, rat-like tail
- Dark black ears with lighter-colored fur below
- Large blocky head, often with orange teeth
- Body length up to 24 inches
- Weight up to 22 pounds
- Partially webbed hind feet
- Prolifically reproduce up to 40 offspring annually.

Other animals, such as rats, beavers, gophers, and squirrels, are also a constant threat to the integrity of the levees. If you notice any animal activity on or near the levees, please contact Joe Bryson, Levee Superintendent.

Sediment Removal

As mentioned in previous newsletters, the District plans to remove several feet of sediment in Fourteen Mile Slough between the Lincoln Village Marina and Grupe Park. Though work on the project was originally scheduled to commence this last summer, due to delays involving the sediment disposal site, work on the project is anticipated to start in the Fall of 2019.

The project will remove approximately 60,000 cubic yards of sediment from the Fourteen Mile Slough to deepen the slough to enable access to the levees for routine maintenance, repairs, and rapid emergency access by barge in a flood crisis.

Dredged sediments will be removed using hydraulic dredge equipment. The dredging equipment will be mounted on a small barge that can be maneuvered within the project area under its own power or by use of small work boats. The dredged material will be pumped via a pipeline to a placement facility outside of District 1608. Dredging operations will only occur during daylight hours.

Once all logistical issues are resolved and necessary permits are received, the removal of sediment in the slough can commence. Sediment removal work will require between six to eight weeks to complete.

Questions? Comments?

Feel free to call the District Hotline at (209) 298-3307 with any questions, comments, or suggestions.

You are also welcome to attend the District Board of Trustees meetings, which are held the first Wednesday of each month at 8:00 a.m. in the offices of Neumiller & Beardslee, 509 West Weber Avenue, 5th Floor, Stockton. An opportunity for public comment is offered at each Board meeting.



www.RD1608.Com

The District's web site is active and available to you. At www.RD1608.com, you will find the district's newsletters, agendas and minutes of board meetings, the District Engineer and District Superintendent reports, levee encroachment standards, and permit application information. You will also find a listing of current board members, a district map, and information on how to contact the district.

Thank you for your individual efforts to keep our levees safe and well maintained.

CONTACT INFORMATION

DISTRICT TRUSTEES
Michael Panzer, D.D.S., President
Dan MacDonnell
Brett L. Tholborn, C.P.A.

**DISTRICT SUPERINTENDENT/
HOTLINE**
Joe Bryson (209) 298-3307

ATTORNEY FOR THE DISTRICT
Dan Schroeder (209) 948-8200
Neumiller & Beardslee

ENGINEER FOR THE DISTRICT
Christopher H. Neudeck
(209) 946-0268
Kjeldsen, Sinnock & Neudeck

www.rd1608.com

ITEM 11

RD 1608: MASTER CALENDAR

JANUARY

- Annual Review of Trustee Compensation
- 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
- Notify School District of Vegetation Control

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 Final Budget

JULY

- Adopt Resolution for setting Appropriations and submit to County Assessor's Office.

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*).

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:

Name	Term Commenced	Term Ends
Dan MacDonnell	2017	First Friday of Dec 2021
Brett Tholborn	2015	First Friday of Dec 2019
Michael Panzer	2015	First Friday of Dec 2019

Assessment Expires 6/30/2025

Emergency Operation Plan Review – September 2019

Reclamation District Meetings

- **First Wednesday of each month, at 8:00 A.M.
at the offices of:
Neumiller & Beardslee
3121 W. March Lane, Suite 100
Stockton, California 95219**

ITEM 12

DEPARTMENT OF WATER RESOURCESDIVISION OF FLOOD MANAGEMENT
P.O. BOX 219000
SACRAMENTO, CA 95821-9000

February 20, 2019

To: Participants of the Delta Levees Maintenance Subventions Program

Subject: Delta Levees Maintenance Subventions Program Applications for FY 2019-20

The Delta Levees Maintenance Subventions Program (Subventions Program) has been dedicated to maintaining and helping to manage the aging levees in the Sacramento – San Joaquin Delta for over 40 years. Since the passage of SB 541 (Way Bill) in 1973, more than \$180 million has been reimbursed to local agencies for eligible levee maintenance and rehabilitation work in the Delta through the Subventions Program. The Disaster Preparedness and Flood Prevention Bond Act of 2006 (Proposition 1E), the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) and the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), have all authorized DWR to provide local assistance under the Subventions Program to reduce the risk of levee failure and flooding in the Delta, as well as to ensure no net loss of habitat.

The Department of Water Resources (DWR) is now accepting applications for the FY 2019-20 Subventions Program from eligible local agencies within the legal Delta. DWR is planning to make \$12 million available from Proposition 1 funds for the FY 2019-20 Subventions Program. Upon receiving the annual levee maintenance applications from the local agencies, DWR will review the applications and prepare the FY 2019-20 Subventions Program annual funding plan. DWR will then seek approval of the FY 2019-20 funding plan from the Central Valley Flood Protection Board (Board). Please submit your levee maintenance application by April 1, 2019 in order to be considered for the FY 2019-20 Subventions Program. Applications may be submitted electronically to meet the deadline; however, a hard copy of the application with original signature(s) must follow by mail.

Please note that all applications must be in compliance with the 2016 Subventions Program Guidelines approved by the Central Valley Flood Protection Board on August 26, 2016. The Guidelines are available at the following DWR website:
<http://www.water.ca.gov/floodsafe/fessro/deltalevees/subventions/>

The following are among the criteria that need to be satisfied prior to final approval of an application and/or disbursement of State funds (see the current Guidelines for comprehensive information):

- All engineering plans submitted to DWR must be approved by the local agency and must be prepared and signed by a Civil Engineer licensed by the California Board for Professional Engineers, Land Surveyors, and Geologists.

- Each FY 2019-20 application is required to include a method of assessment, assessed value, local agency tax rate for flood control, bonded indebtedness for flood control, and a summary of unpaid warrants for flood control work and/or their most recent audited financial report that includes the aforementioned items as stated in the 2016 Subventions Program Guidelines, Article 3.1(g). The applicant will not be considered in good standing with the Subventions Program if the aforementioned information is not provided. This will result in a delay of FY 2019-20 Final Claim reimbursement until the required information is provided.
- The applicant must provide information regarding conformance with The Department of Industrial Relations Labor Compliance Program requirements of Propositions 1E (see Attachment A).
- Plans shall not result in a net long-term loss of riparian, fisheries, or wildlife habitat.
- The application must state that all habitat and mitigation requirements shall be completed to the satisfaction of California Department of Fish and Wildlife (CDFW). Failure to complete habitat and mitigation requirements as required will result in forfeiture of reimbursement under this program and may prevent future participation in the program.
- The applicant must ensure that the proposed work is in compliance with CEQA guidelines. The local agency shall be the lead agency for purposes of CEQA. However, both the Board and DWR, as responsible agencies, will review and consider the project's CEQA environmental document(s) prior to providing funding for any project that is subject to CEQA. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required.
- In accordance with Water Code Section 9140, if the local agency is responsible for the operation and maintenance of a project levee, or if the local agency operates and maintains a nonproject levee that also benefits land within the boundaries of the area benefited by the project levee, the local agency shall prepare and submit to DWR, on or before September 30th of each year, a report of information for inclusion in periodic flood management reports prepared by DWR relating to the project levee.
- In accordance with Water Code Section 9650, if the local agency receives funding from the State to upgrade a project levee that protects an area in which more than 1,000 people reside, the local agency responsible for the project levee and any city or county, including charter cities or counties, protected by the project levee shall enter into an agreement to adopt a safety plan within two years. The safety plan shall be integrated into any other local agency emergency plan and shall be coordinated with the state emergency plan. The local entity responsible for the operation and maintenance of the project levee shall submit a copy of the safety plan to DWR and the Board. No advances or reimbursements shall be made by the State for a levee covered by this paragraph until it receives the agreement from all necessary entities.

Again, please read the 2016 Guidelines carefully for comprehensive information regarding the Subventions Program. Submit **two** hard copies and one digital copy of the application to my attention at DWR, and **one** hard copy and one digital to Mr. Jim Starr at CDFW.

Send **two** copies of the application to:
Andrea L. Lobato, P.E., Manager
Delta Levees Program
Department of Water Resources
Post Office Box 219000
Sacramento, California 95821-9000
Andrea.Lobato@water.ca.gov

Send **one** copy of the application
Jim Starr, Supervisor
Environmental Program Manager
Department of Fish and Wildlife
2109 Arch Airport Road, Suite
Stockton, California 95206
Jim.Starr@wildlife.ca.gov

After final Board approval of the expenditure plan, DWR will prepare work agreements for execution by the Board and each participating agency. Timely execution of these funding agreements will help ensure that funding is committed. As always, participating agencies must be in compliance with all federal, State, and local laws and regulations in order for the Board and DWR to enter into agreement with the agency and consider reimbursement of the final claim.

As a reminder, final claims for the FY 2018-19 Subventions Program are due on November 1, 2019. If you have any questions or comments regarding the Delta Levees Maintenance Subventions Program, please call me at (916) 480-5367, or Sandra Maxwell of my staff at (916) 480-5378.

Sincerely,



Andrea L. Lobato, P.E., Manager
Delta Levees Office

cc: (See attached list.)
Mr. Jim Starr, Department of Fish and Wildlife

Attachments

Attachment A

DWR Labor Compliance for Grant Programs

- I. For every public works project — Prevailing Wage Compliance and Enforcement by Department of Industrial Relations
 - A. In addition to complying with other applicable laws, each bidder submitting a bid for such contract work must be a Department of Industrial Relations Registered Contractor pursuant to Labor Code Section 1725.5 (“DIR registered contractor”). A Bidder that is not a DIR registered contractor when submitting a bid for the contract work is deemed “not qualified.” Pursuant to Labor Code Section 1725.5, all subcontractors identified in a Bidder’s Subcontractor List shall also be DIR registered contractors.
 - B. All contractors who are awarded a contract, and all subcontractors of any tier, at all times during the performance of the work, shall be DIR registered contractors. Also, all such contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (of the Division of Labor Standards Enforcement).
 - C. The contracts are subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- II. Additional requirements for projects utilizing Proposition 84 funds — Prevailing Wage Compliance and Enforcement through a Labor Compliance Program (LCP) — for a Prop. 84- funded job, in addition to the above requirements, the grantee will be required to comply with the following laws and regulations relating to LCPs:
 - A. The grantee must utilize a Labor Compliance Program (LCP) pursuant to Labor Code Section 1771.5, and the regulations promulgated thereunder (California Code of Regulations, Title 8, Sections 16421 et seq.), to be implemented through an LCP provider. Information about LCPs generally is available at www.dir.ca.gov/lcp.asp.
 - B. The LCP provider will conduct a mandatory pre-job conference with the Contractor and its subcontractors to discuss federal and state labor law requirements applicable to the project. Contractor and its subcontractors shall be required to maintain and furnish to the LCP provider, at designated times, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury. The LCP provider will review and audit payroll records to verify compliance with applicable labor law. The LCP provider will also visit the jobsite and will randomly interview individuals to verify compliance with prevailing wage laws. The grantee may be required to withhold contract payments equal to the amount of underpayment and penalties, when, after investigation, it has been established that an underpayment or delinquency has occurred. Copies of the required rates are on file with the Department of Industrial Relations and available upon request. There are other requirements in the statutes and regulations.

Distribution List

Mr. Page Baldwin, Jr.
Reclamation District No. 536
Post Office Box 785
Rio Vista, California 94571

Ms. Stacy Boyd
Reclamation District No. 501
3554 State Highway 84
Walnut Grove, California 95690

Mr. Clarence Chu
Reclamation District No. 369
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Walnut Grove, California 95690

Mr. Alan Coon
Reclamation District Nos. 2029 and 2044
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Mr. Cliff Feldheim
Reclamation District No. 1667
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Mr. Jonathan Frame
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Mr. Thomas M. Hardesty
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Dixon, California 95620

Mr. Anthony Berzinas
Bethel Island Municipal Improvement District
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c/o Al Warren Hoslett Law Office
343 East Main Street Suite 815
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Bethel Island, California 94511

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Stockton, California 95267

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Reclamation District No. 1608
Post Office Box 4857
Stockton, California 95204

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Stockton, California 95219

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Walnut Grove, California 95690

Ms. Diane Lopez
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3650 West Canal Boulevard
Tracy, California 95304

Mr. John B. Meek
Reclamation District No. 2023
1440 Arundel Court
Lodi, California 95242

Mr. Juan Mercado, Jr.
Reclamation District No. 341
Post Office Box 140
Isleton, California 95641

Ms. Ginger L. Hirohata
Reclamation District No. 2033
165 West Cleveland Street
Stockton, California 95204

Mr. Al Warren Hoslett
Reclamation District Nos. 1, 2, 544, 756, 2025,
2028, 2042, 2089, and 2137
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Stockton, California 95202

Ms. Jean Knight
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Stockton, California 95204

Mr. Henry N. Kuechler, IV
Reclamation District No. 2060
1143 Crane Street, Suite 200
Menlo Park, California 94025

Mr. Chris Lanzafame
Reclamation District No. 1607
Post Office Box 350
Pittsburg, California 94565

Ms. Judi Booe
Collinsville Levee District
c/o 2550 Hilborn Road #215
Fairfield, California 94534

Mr. Kenneth J. Machado
Reclamation District No. 2104
303 North San Pedro Street
San Jose, California 95110

Mr. Robert Mehlhaff
Reclamation District No. 1007
Post Office Box 1129
Tracy, California 95378

Mr. Jake Messerli
Reclamation District No. 2090
1346 Blue Oaks Boulevard
Roseville, California 95678

Mr. Dante John Nomellini, Jr.
Reclamation District Nos. 404, 548, 2037, 2041,
2065, and 2113
Post Office Box 1461
Stockton, California 95201

Mr. Dante John Nomellini
Reclamation District Nos. 684, 2024, 2038, 2039,
2040, 2072, 2116, 2117, and 2119
Post Office Box 1461
Stockton, California 95201

Mr. Dennis Nunn
Reclamation District No. 830
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Oakley, California 94561

Ms. Cathy Old
Reclamation District No. 2086
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Stockton, California 95212

Ms. Rhonda Olmo
Reclamation District No. 1614
Post Office Box 4807
Stockton, California 95204

Mr. Bruce Pisoni
Brannan Andrus Levee Maintenance District
Post Office Box 338
Walnut Grove, California 95690

Mr. Bruce Pisoni
Reclamation District No. 3
Post Office Box 1011
Walnut Grove, California 95690

Mr. Bruce Pisoni
Reclamation District No. 554
Post Office Box 984
Walnut Grove, California 95690

Ms. Sherri Schmitt
Reclamation District No. 150
37783 County Road 144
Clarksburg, California 95612

Mr. Dan Schroeder
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Mr. Perla Tzintzun-Garibay
Reclamation District No. 2122
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Stockton, California 95201

Mr Carel (Trooper) Van Loben Sels
Reclamation District No. 551
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Courtland, California 95615

Mr. Craig Watanabe
Reclamation District No. 2027
Post Office Box 248
Holt, California 95234

Mr. Frederick C. Wheeler
Reclamation District No. 349
Post Office Box 368
Courtrland, California 95615

Mr. Daniel Wilson
Reclamation District No. 2111
Post Office Box 248
Walnut Grove, California 95690

Ms. Julie Hansen
Post Office Box 527
Walnut Grove, California 95690

Milani & Associates
Attn: Michael Milani
P.O. Box 5966
Concord, CA 94524

HDR Engineering, Inc.
2365 Iron Point, Suite 300
Folsom, CA 95630-8709

MBK Engineers
455 University Avenue, Suite 100
Sacramento, CA 95825-6579

Kjeldsen, Sinnock, and Neudeck, Inc.
P.O. Box 844
Stockton, CA 95201-0844

Siegried Engineering, Inc.
Attn: Anthony J. Lopez
3244 Brookside Road, Suite 100
Stockton, CA 95219

Green Mountain Engineering
Attn: Dominick Gulli
1314 Paloma Avenue
Stockton, CA 95209

Wagner & Bonsignor
Consulting Civil Engineer
Attn: Mr. Patrick W. Ervin
2151 River Plaza Drive, Suite 100
Sacramento, CA 95833

DCC Engineering
Attn: Mr. Gil Labrie
P.O. Box 929
Walnut Grove, CA 95690

Giuliani & Kull, Inc.
Attn: Chad Tienken
440 S. Yosemite Avenue
Oakdale, CA 95361

County of Sacramento Public Works Agency
Attn: Mr. Mike Johnson
827 7th Street, Room 301
Sacramento, CA 95814

County of Sacramento Department of Water
Resources
Attn: Mr. George H. Booth
827 7th Street, Room 391
Sacramento, CA 95814

Linda Hefflinger
15258 Murieta South Parkway
Rancho Murieta, CA 95683

Blake Johnson
4080 Plaza GolDorado Circle, Suite B
Cameron Park, CA 95682

ITEM 15

FIRST AMENDED AND RESTATED EMPLOYMENT CONTRACT

For Joe Bryson
Reclamation District 1608

THIS CONTRACT is made, effective as of the 1st day of March, 2018, 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-Seven Dollars (\$37.00) payable monthly, subject to usual and normal withholdings.

Section 4. Performance Evaluation. Employer shall review and evaluate the performance of Employee at least once annually. 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.

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

- A. Employee shall not earn vacation leave unless otherwise provided by California law.
- B. Employee shall accrue paid sick leave in accordance with California law.

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

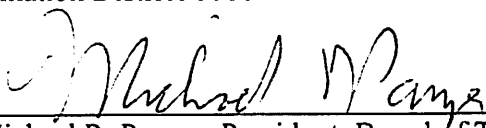
Section 8. **Retirement.** Employer shall not provide retirement benefits or pension benefits for Employee.

Section 9. **Reimbursement Expenses.** Employee will receive reimbursement for all sums necessarily incurred and paid by Employee in the performance of Employee's duties.

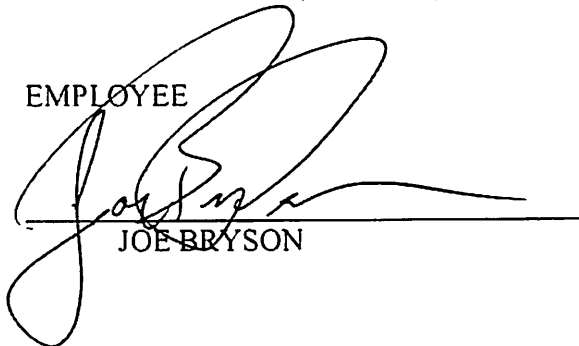
Section 10. **Indemnification.** Employer shall defend, save harmless and indemnify Employee in accordance with Division 3.6 of the California Government Code.

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 
Michael R. Panzer, President, Board of Trustees

EMPLOYEE


JOE BRYSON

FIRST AMENDED AND RESTATED CONTRACT FOR SECRETARIAL SERVICES

This Contract is made as of the 1st day of March, 2018 by and between RECLAMATION DISTRICT 1608, 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.

A) Base compensation: District shall pay Secretary for services performed, except as provided in Section 5.B. below, the sum of Six Hundred Ninety-Five Dollars (\$695.00) per calendar month, plus Two Hundred Fifty Dollars (\$250.00) 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 (\$50.00) 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, and long-distance telephone calls. 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 individual(s) 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.

1) 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 4857
Stockton, CA 95204

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

2) 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.

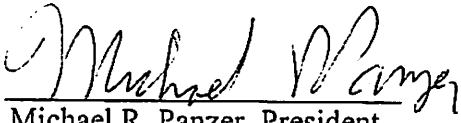
3) No Other Relationship Created. Except as otherwise specifically set forth in this Contract, no partnership, joint venture, employment franchise, agency, corporation, association, or other relationship is intended to have been created between or among the parties as a result of this Contract.

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

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

"DISTRICT"

RECLAMATION DISTRICT 1608

By: 
Michael R. Panzer, President
Board of Trustees

"SECRETARY"

JEAN L. KNIGHT

By: 