

**MEETING AGENDA FOR  
RECLAMATION DISTRICT NO. 1608  
BOARD OF TRUSTEES MEETING  
8:00 A.M. AUGUST 7, 2024**

**NEUMILLER & BEARDSLEE  
3121 WEST MARCH LANE, SUITE 100  
STOCKTON, CALIFORNIA**

Call to Order.

Roll Call.

Agenda Items.

1. Public Comment. The public may comment on any matter within the District's jurisdiction that is not on the agenda. Matters on the agenda may be commented on by the public when the matter is taken up. All comments are limited to a maximum of 3 minutes for general public comments on items within the District's subject matter jurisdiction and 3 minutes before or during the Board's consideration of each agenda item, subject to the sole discretion of the Board President to allow additional time for a comment in accordance with Resolution 2019-04.
2. Approval of Minutes. Minutes of the regular meeting of July 3, 2024.
3. Financial Report. Review, discuss, and accept financial report.
4. Attorney-Client Representation Agreement. Discussion and possible action regarding Attorney-Client Representation Agreement between Neumiller & Beardslee and Reclamation District 1608.
5. Engineer's Report. Discussion and Possible Action on Engineer's Report.
  - I. PLAN REVIEW**
    - A. Review concept of developing policy for removal of levee slope vegetation and replacing it with gravel by the District. Consider provisions of the District such as the District will provide and place gravel and landowner responsible for the removal of irrigation system and future weed control.
  - II. PROPOSITION 218 – NEW ASSESSMENT PROCEDURE**
    - A. Review status of planning efforts and development of the Engineers report.
6. Newsletter. Discussion and direction.
7. Superintendent Report. Request for directions and approvals.
8. Meetings. Report by Trustees on meetings attended and upcoming meetings. Request for direction.
9. Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.

*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 Elvia Trujillo 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.*

10. Discussion and direction on Short-Term and Long-Range Goals.
11. District Calendar. Discussion and direction.
  - a. Next Meeting is September 4, 2024
12. Correspondence.
13. Approval of Bills.
14. 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.
15. Adjournment.

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**AGENDA PACKET  
RECLAMATION DISTRICT 1608  
August 7, 2024**

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

# ITEM 2

**MINUTES OF THE REGULAR MEETING OF BOARD OF TRUSTEES**  
**FOR RECLAMATION DISTRICT 1608**  
**HELD ON WEDNESDAY, JULY 3, 2024**

A Regular Meeting of the Board of Trustees of Reclamation District 1608 was called to order at 8:00 a.m. by President Panzer on July 3, 2024, at the law offices of Neumiller & Beardslee, 3121 W. March Lane, Suite 100, Stockton, California.

TRUSTEES PRESENT

MICHAEL PANZER  
DAN MacDONNELL  
DOTTIE LOFSTROM

OTHERS PRESENT

ANDY PINASCO  
JOE BRYSON  
ELVIA TRUJILLO  
BOB BENTZ

ABSENT

CHRIS NEUDECK

1. **Public Comment.**
  - Bob Bentz commented on the Delta College bond.
  - President Panzer commented on the abandoned barge and Mr. Bryson said the appropriate people/authorities had been notified.

2. **Approval of Minutes.** Minutes of the regular meeting of June 5, 2024. The Trustees reviewed the draft minutes. After review, the June 5, 2024, minutes were approved as presented.

It was moved, seconded (D. Lofstrom/D. MacDonnell) and unanimously carried by the Board Trustees of Reclamation District 1608, that the minutes of the June 5, 2024, Regular Board Meeting, be approved as presented.

3. **Financial Report.** Review, discuss, and accept financial report. District Secretary Elvia Trujillo presented an oral and written report. She reported that no engineering expenses were reported as KSN is at the end of their fiscal year and did not have any invoices ready to present to the District at this time. Also, there was discussion regarding the outstanding registered warrants. After discussion, direction was given to the District Secretary to start paying the registered warrants again now that the District has received subventions reimbursement. After further review,

It was moved, seconded (D. MacDonnell/D. Lofstrom) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the Financial Report presented at the July 3, 2024, meeting be approved.

4. **Appropriations Limit.** Adopt Resolution 2024-03 Adopting Appropriations Limit for Fiscal Year 2024-2025. Andy Pinasco presented this item. Each year the District is to establish its appropriations limit for the following fiscal year. He explained the calculations in Exhibit A of Resolution 2024-03 and has calculated the appropriations limit for Fiscal Year 2024-2025 at \$816,093.06. This information will be provided to the San Joaquin County Auditor Controller and all notices have been done according to the law. After review,

It was moved, seconded (D. Lofstrom/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608 that Resolution 2024-03 Adopting Appropriations Limit for Fiscal Year 2024-2025 be approved.

5. **Assessment Resolution.** Adopt Resolution 2024-04 Certifying Assessments to be Collected and Establishing a Procedure for Collection. Attorney Andy Pinasco presented this item. The District establishes annually the amount to be collected for assessments. District staff recommends assessing at 100% as in previous years. This information is forwarded to the County Assessor's office for collection on the property tax bills. After discussion,

It was moved, seconded (D. Lofstrom/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608 that Resolution 2024-04 Certifying Assessments to be collected and Establishing Procedures for Collection be approve.

6. **Engineer's Report.** Discussion and Possible Action on Engineer's Report.

I. **DELTA LEVEE SUBVENTIONS PROGRAM AB 360.**

- A. Review ongoing challenges with weed control and ground nesting bird restrictions on herbicide spraying.

Attorney Andy Pinasco covered the Engineer's Report for Chris Neudeck who was not able to attend this meeting.

Andy Pinasco reported there have been ongoing challenges with weed control and with finding someone to do the herbicide spraying. District staff has reached out to Custom Spraying and their contract (*Exhibit A of Engineer's Report*) is in the amount of \$14,000. Mr. Pinasco indicated this amount is on par for the type of work they do and for the number of miles they will be covering and seeks authorization to contract with Custom Spraying.

- B. Seek authorization on the Board of Trustees to contract with Custom Spraying Inc. for the District Levees for annual Summer Weed Control.

It was moved, seconded (D. Lofstrom/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608 to approve contract with Custom Spraying in the amount of \$14,000 for weed control and to authorize President Panzer to sign the contract.

Trustee Lofstrom recommended that as a courtesy, homeowners be provided with notification of the spraying that will be done as part of the levee maintenance. Joe Bryson indicated he could pass out notices to the homeowners.

It was moved, seconded (D. MacDonnell/D. Lofstrom) and unanimously carried by the Board of Trustees of Reclamation District 1608 to direct that Joe Bryson proceed with notifying homeowners of the spraying that will be done on the levees.

II. **2024-2025 GENERAL O&M ASSESSMENT BY LANDOWNER SUMMARIES.**

- A. Review the Districts Draft Assessment summaries calculated for 100%, 90%, and 80%, of assessment. Seek Board of Trustees' concurrence on amount to assess.

*This item was covered in Agenda Item 5. Please refer to Item 5. For the assessments summaries prepared by KSN, please refer to Exhibit B of the Engineer's Report.*

III. **SAN JOAQUIN COUNTY OFFICE OF EMERGENCY SERVICES (OES) DELTA R3 UPDATE FLOOD SAFETY PLANS.**

- A. Review and have the Board of Trustees consider acting and sign the Grant Participation Agreement with San Joaquin County OES to provide funds to update and enhance the District's Flood Safety Plan. See attached documentation to learn benefits and recommendations to participate.

Andy Pinasco reported San Joaquin County's Office of Emergency Services (San Joaquin OES) received a grant to update the Flood Safety Plan. San Joaquin OES has reached out to flood agencies to acknowledge interest in participation. At this moment the District just needs to express interest so that a specific amount can be allocated. If the District participates, it will be allowed \$15,000 for the update effort. The Participation Agreement will establish the rules for the grant program and will be done through the District's engineer. The District will be paying for the cost which will be fully refundable through the San Joaquin OES

grant. Mr. Pinasco recommends showing interest in participating in this program. The Flood Safety Plan seems to get updated every three to five years and participation will allow for the Safety Plan to be enhanced and kept in compliance. After discussion,

It was moved, seconded (D. Lofstrom/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608 to authorize President Panzer to sign page 2 of the memorandum agreement provided by the San Joaquin Office of Emergency Services, dated May 2, 2024, to express interest in participating.

7. **Fall Newsletter.** Discussion and Direction.  
Andy Pinasco reported there was no update at this time.  
Trustee Lofstrom requested that future agendas identify this item as “Newsletter” rather than “Fall Newsletter.”
8. **Superintendent Report.** Request for directions and approvals. Levee Superintendent Joe Bryson gave an oral and written report. Mr. Bryson said he and his crew are having a difficult time keeping up with the weeds and has received many phone calls from homeowners. For a complete list of items reported, please refer to the Levee Superintendent’s report.
9. **Meetings.** Report by Trustees on meetings attended and upcoming meetings. Request for direction.
  - Trustees attended the Special Board Meeting of June 26, 2024.
10. **Report and Possible Action on Progress of Tasks Assigned at Previous Board Meetings.**
  - a. **District Vehicle.** Discussion and possible action to authorize District Superintendent to purchase electric golf cart for District use.

Joe Bryson expressed interest in purchasing an electric utility vehicle to use on the levee. President Panzer requested Joe Bryson look into this and provide information back to the Board.
11. **Discussion and direction on Short-Term and Long-Range Goals.**  
No Discussion.
12. **District Calendar.** Discussion and direction.
  - a. Next Meeting is August 7, 2024.
13. **Correspondence.** None of Note.



14. **Approval of Bills.** District Secretary Elvia Trujillo presented an oral and written report on District expenses. Trustee MacDonnell expressed interest in reviewing certain invoices. District Secretary indicate all the invoices are brought to the meeting for review and approval but can also be made available for review at Trustee MacDonnell’s convenience. The Trustees also directed that two registered warrants be paid. After discussion,

It was moved, seconded (D. Lofstrom/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the list of Bills for Approval provided at the July 3, 2024, Board Meeting be approved as presented and authorized payment of two registered warrants.

15. **Staff Reports.** None.

- (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.

Attorney Andy Pinasco reported he is getting ready to go on vacation and will be unavailable the week of July 8. If any legal help is needed during that time, his colleague Tom Terpstra, Jr. will be available.

16. **Adjournment.** The meeting adjourned at 8:52 a.m.

Respectfully submitted,

Elvia C. Trujillo  
District Secretary

Acronyms Frequently Used

AC Repairs = Asphalt Concrete Repairs  
CEQA = California Environmental Quality Act  
CVFPB = Central Valley Flood Protection Board  
District= Reclamation District 1608  
DWR = Department of Water Resources  
KSN = Kjeldsen, Sinnock & Neudeck  
LWA = Larsen Wurzel & Associates  
N&B = Neumiller & Beardslee  
Prop 218 = Proposition 218  
RD 1608 = Reclamation District 1608  
SJAFCA = San Joaquin Area Flood Control Agency  
San Joaquin OES: San Joaquin County Office of Emergency Services  
USACE = United States Army Corps of Engineers

# ITEM 4



## ATTORNEY-CLIENT REPRESENTATION AGREEMENT

THIS AGREEMENT (“**Agreement**”) is entered into by and between Neumiller & Beardslee, A Professional Corporation (“**Firm**”) and Reclamation District 1608 (“**Client**”).

### SECTION 1 CONDITION

If this Agreement accurately describes the services the Firm is to perform for you and the terms for payment of the resulting legal fees and expenses that you will incur, please countersign one of the duplicate originals of this letter and return it to us. **THIS AGREEMENT WILL TAKE EFFECT AS PROVIDED BY SECTION 18.**

### SECTION 2 SCOPE AND NATURE OF SERVICES

Client hires the Firm to provide legal services and to perform all normal and usual duties of a General Counsel, including, without limitation, those specified in the California Government Code, and shall serve as chief legal advisor to client. Andy Pinasco is assigned as the General Counsel. He may delegate any duties under this Agreement such as research and administrative duties to other attorneys employed by Firm and may designate a Deputy General Counsel. All attorneys assigned to perform approved Client business shall, at all times while this Agreement is in effect, be fully qualified and licensed to practice law in the State of California. This Agreement also covers other legal matters which Client may refer to the Firm from time to time and which the Firm agrees to represent Client. Firm will provide those legal services reasonably required to represent Client. The Firm will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Services in any matter not described above will require a separate written agreement.

### SECTION 3 ATTORNEY-CLIENT CONFIDENTIALITY

This Agreement contains attorney work product prepared only for the confidential use of the Client and is subject to the attorney-client privilege.

## SECTION 4 CLIENT'S DUTIES

Client agrees to be truthful with the Firm, to cooperate, to keep the Firm informed of any information or developments which may come to Client's attention that impact the services provided by the Firm. Client agrees to abide by this Agreement, pay the Firm's invoices on time, and to keep the Firm advised of Client's address, telephone number and whereabouts. Client will assist the Firm in providing necessary information and documents and will appear when necessary at legal proceedings.

## SECTION 5 BILLING PRACTICES, INVOICES, PAYMENTS, AND LATE CHARGES

A. **Separate Files for Matters.** The Firm will typically set up separate files for each matter for which it provides service and will invoice those files to Client under the assigned matter names. When the Firm's services are completed for a matter, the Firm will separately close and then store the closed files. The Firm may classify small matters that do not warrant setting up separate files as part of a "general" category and will invoice those matters under the "general" matter (although separate files will be opened for minor work if Client requests).

B. **Billing Factors.** The Firm takes into account a number of factors in billing for services rendered, and all invoices are reviewed before they are issued to ensure that the amount charged is appropriate. The principal factor is usually the Firm's schedule of hourly rates. Most invoices for services are simply the product of the hours worked, multiplied by the hourly rates for the attorneys and legal assistants who performed the work.

C. **Activities Billed.** The Firm will charge for all activities undertaken in providing legal services to Client under this Agreement, including but not limited to the following: (i) conferences (including preparation and participation); (ii) review and preparation of correspondence and legal documents; (iii) legal research and case analysis; and (iv) telephone and e-mail communications. The Firm will charge for the performance of work by individual matter on an hourly basis in accordance with the fee schedule attached hereto as "Exhibit A".

D. **Use of Multiple Attorneys.** Depth and diversity of experience and skill is a major asset of the Firm. From time to time, it will be reasonable and necessary for two or more attorneys to meet or confer regarding the facts, law, strategy or tactics of a situation, in order to provide services to Client in the most efficient, prudent, and cost-effective manner. When two or more of the Firm's personnel are engaged in working on a matter at the same time, such as in conferences between them, or with Client, the Firm will review and consider the subject of the work and the reasonable necessity of having multiple personnel involved in determining whether the total amount billed for such conferences, consultations or meetings should be invoiced.

E. **Monthly Statements.** The Firm will send Client monthly statements reflecting attorney fees and costs incurred and their basis, any amounts applied from Client's trust account deposits, and any current balance owed. Client will pay any balance in full upon receipt. Any balance remaining unpaid after thirty (30) days will incur late charges at the rate of eighty-three one hundredths of one percent (0.83%) per month, simple interest, but in no event higher than the maximum interest rate permitted by law.

## SECTION 6 LEGAL FEES

Firm shall be compensated for services rendered to Client in accordance with the fee schedule attached hereto as "Exhibit A," which is incorporated herein by this reference. Client agrees to pay by the hour, at the rates stated in "Exhibit A," for all time spent on Client's matter by legal personnel. Firm's time is billed in increments of not less than one-tenth of an hour for each task performed at a time and rounding up for each partial increment. In addition, Firm will generally bill a minimum of two-tenths of an hour for each task given administrative costs and lost productivity associated with shifting attention from task to task. All time recorded on a given day may be recorded in one entry and in certain situations may be recorded in one entry for all days spent on a matter. The rates on the schedule set out below are subject to change in accordance with the procedure described in "Exhibit A". If Client declines to approve or pay increased rates, the Firm will have the right to withdraw as attorney for Client.

## SECTION 7 COSTS AND OTHER CHARGES

A. **General.** The Firm will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include postage, photocopying and other reproduction costs, travel costs, including parking, mileage, and transportation, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, messenger and other delivery fees, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at the Firm's cost.

In-office photocopying (black/white copies)	\$0.25 per page
In-office photocopying (color copies)	\$1.00 per page
Facsimile charges	\$1.00 per page
Mileage	IRS Allowable Rate

B. **Travel.** Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel to the Firm's personnel. Client will also be charged the hourly rates for the time the Firm's personnel spend traveling.

C. **Experts, Consultants and Investigators.** To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witness, consultants or investigators. Client agrees to pay such fees and charges. The Firm will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

D. **Court Action or Arbitration.** If the matter involves a court action or arbitration, Client understands that Client may be required to pay fees or costs, or both, to other parties in the action. Any such payment will be entirely the responsibility of Client.

## **SECTION 8 ESTIMATED FEES AND COSTS**

From time to time, estimates of fees and costs likely to be incurred in a given matter or if a given course of action is pursued may be provided by the Firm. Any estimate provided to Client at any time is only an estimate and is not a flat fee or a not-to-exceed amount. Actual legal fees can vary widely depending upon the circumstances of the matter, including the number of meetings, the number of changes required to documents, and how much coordination with third parties is required to obtain information or for other purposes. The estimate also *excludes* any costs or amounts necessary to be paid to third (3<sup>rd</sup>) parties to complete the work, unless such fees or amount are specifically noted in the estimate. The Firm does not guarantee that actual fees and costs will fall within any estimate provided.

## **SECTION 9 NO GUARANTY OF OUTCOME**

Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of the matter. While the Firm will make every effort to achieve favorable results for Client, the Firm makes no promise or guarantee of any result. The Firm's comments about the outcome of the matter are expressions of opinion only.

## **SECTION 10 INDEPENDENT CONTRACTOR**

Firm is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. Client shall not control or direct the details, means, methods, or processes by which Firm performs any services under this Agreement. Firm shall possess no authority with respect to any Client decision beyond rendition of such information, advice, or recommendations unless authorized by the Client or Client's designated official(s). Firm shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Firm's performance of services under this Agreement.

## **SECTION 11 LITIGATION REPRESENTATION**

If the Firm represents Client in any litigation, the Firm will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in execution proceedings after judgment unless specifically included in the scope of representation above. Separate arrangements must be agreed to between the Firm and Client for appeals or for execution proceedings after judgment.

## **SECTION 12 TAX ADVICE AND REPRESENTATION**

The Firm will not provide tax advice or representation with or before taxing agencies or authorities, however, we will be happy to work with your tax professional or CPA to coordinate results intended to implement their advice or strategies, but not in any way that could be construed to violate matters specified in the *IRS Circular 230 Disclosure*, which provides that any U.S. tax advice contained in a communication shall not be used for and cannot be used for: (i) purposes of avoiding any tax related penalties that may be imposed under Federal tax laws, or (ii) the promotion, marketing or recommending to another party of any transaction or matter for such purposes.

### **SECTION 13 CONFLICTS OF INTEREST**

Firm shall comply with all applicable laws and professional rules and standards relating to any known ethical conflict of interest involving Client and the matters upon which Firm is providing legal services under this Agreement. Firm shall not reveal Client's confidential information except with the consent of the Client. Firm shall notify Client of any conflict of interest related to matters upon which it is providing legal services under this Agreement upon discovery of any such conflict. In the event that such conflict is not or cannot be waived or resolved, Client shall retain alternate counsel. **IF CLIENT IS AWARE OF ANY ACTUAL OR POTENTIAL CONFLICT, CLIENT MUST NOTIFY THE FIRM BEFORE SIGNING THIS AGREEMENT.**

### **SECTION 14 ELECTRONIC RESOURCES AND CLOUD STORAGE**

To increase the Firm's efficiency for the Client, the Firm regularly makes use of email and cellular telephone communications. These technologies are not encrypted and although the Firm believes the risk is slight, there is some possibility that confidential communications with the Client could become compromised. The Firm also makes use of off-site computer storage facilities which, although such facilities are encrypted and password protected, does expose communications and material kept at the computer storage facility or "in the cloud" to possible compromise. By agreeing to the Firm's representation, Client consents to the Firm's use of these technologies.

### **SECTION 15 CLIENT FILES**

At the termination of services under this Agreement, or as the Firm completes individual matters for Client and closes the active files for those matters, the Firm will release promptly to Client, upon Client's request, all of Client's papers and property as to the closed matters, subject to any protective order or nondisclosure agreement. After five (5) years have passed, since the termination of services under this Agreement or from the closing date of particular client matters under this Agreement, the Firm may dispose of Client's papers and property. It may do so earlier upon notice to Client. If Client desires to have the Firm retain Client's papers and property beyond five (5) years, after the termination of such services, Client must make separate arrangements with the Firm. "Client's papers and property" include correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client paid for them or not, to the extent necessary to avoid prejudicing Client's interest, and including electronic versions of those documents as available. Client shall reimburse Firm for any reasonable expenses, including but not limited to staff time and third-party storage costs, incurred by Firm in storing Client's files or in transferring files at the conclusion of the representation.

### **SECTION 16 WITHDRAWAL AND TERMINATION OF REPRESENTATION**

The Client has the right to terminate the Firm as Client's attorney at any time, in which case the Client will advise the Firm of that decision, in writing. The Firm reserves the right to withdraw from representing the Client, if the Client fails to follow the terms of this Agreement, if the Client has misrepresented or failed to disclose material facts to the Firm, or if the Client has not followed the Firm's advice. If the Firm is required to file a motion to withdraw as attorney, the Client agrees that any of the above will constitute good cause for withdrawal. Good cause for withdrawal will also be any circumstance that would render the Firm's continuing representation unlawful or unethical. On

termination of the Firm, the Client will be responsible for obtaining new counsel and for paying the balance due to the Firm for costs and services rendered to the time of termination.

## SECTION 17 INTEGRATION CLAUSE

This Agreement, when signed by Client, is the sole Agreement between the Firm and the Client . No prior agreement, arrangement, or understandings pertaining to those matters is effective for any purpose. This Agreement may only be changed by a writing signed by both parties or an oral agreement but only to the extent that the parties perform the oral agreement.

## SECTION 18 SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

## SECTION 19 EFFECTIVE DATE

The effective date of this Agreement will be the date on which the Firm is in receipt of a copy of this Agreement, fully signed by Client, along with any advance deposit if one was requested. The attorney-client relationship will commence on the effective date of this Agreement, except that the terms of this Agreement and the attorney-client relationship will apply to any work that the Firm may have done for Client's benefit before the date of this Agreement. **THE FIRM HAS NO OBLIGATION TO PROVIDE LEGAL SERVICES, UNTIL YOU RETURN AN EXECUTED COPY OF THIS AGREEMENT TO THE FIRM. IF YOU FAIL TO RETURN AN EXECUTED COPY OF THIS AGREEMENT TO THE FIRM, YOU ARE STILL OBLIGATED TO PAY FOR SERVICES PERFORMED AT YOUR REQUEST.**

## SECTION 20 MEDIATION

If a dispute arises out of or relating to any aspect of this Agreement between Client and Firm, or the breach thereof, and if the dispute cannot be settled through negotiation, Firm and Client agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

## SECTION 21 ARBITRATION

A. **Arbitration of all Disputes Including Claims of Malpractice.** Any controversy between the parties regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, shall be submitted to binding arbitration upon the written request of either party after the service of that request on the other party. The parties shall appoint one person to hear and determine the dispute. If the parties cannot agree, then the arbitration service *Judicial Arbitration and Mediation Service* ("JAMS") shall be asked to choose an impartial arbitrator pursuant to their rules whose decision shall be final and conclusive on all parties. The Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with *Code of Civil Procedure Section 1283.05*. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration and or any legal dispute shall be San Joaquin County, California.



B. **Binding Arbitration.** If there is any disagreement between the parties concerning fees, this Agreement or any other claim, including a claim of attorney malpractice, relating to the legal matter that arises out of the Firm’s legal representation, the Client agrees to submit that dispute to binding arbitration, under the rules of JAMS.

C. **Alternative State Bar Arbitration of Fees.** In any dispute subject to the jurisdiction of the State of California over attorney’s fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in *California Business and Professions Code Section 6200, et seq.* rather than using the procedures set out in **Subsection B** of this Section. The State Bar of California procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of Client’s right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within thirty (30) days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in **Subsection B** of this Section.

D. **Disclosures and Confirmation Regarding Arbitration.** Because each party is giving up a right, Client is encouraged to have independent counsel of Client’s choice review these arbitration provisions and this entire Agreement before signing this Agreement. Client and the Firm confirm that they have read and understand **Subsections A through D** of this Section, and voluntarily agree to binding arbitration. In doing so, Client and the Firm voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to an appeal.

Client \_\_\_\_\_/\_\_\_\_\_ The Firm \_\_\_\_\_

**SECTION 22  
USE OF SCANNED AND ELECTRONIC SIGNATURES**

By agreeing to the Firm’s representation, Client agrees that scanned counterparts of this Agreement that have been signed by and exchanged between Client and the Firm will be deemed binding and effective in the same manner as signed original documents.

AGREED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Michael Panzer, President  
Reclamation District 1608

\_\_\_\_\_  
Andrew J. Pinasco  
Attorney at Law

\_\_\_\_\_  
Date

**ENCLOSED ARE TWO (2) ORIGINALS OF THIS AGREEMENT. IF THE TERMS OF THIS AGREEMENT MEET WITH YOUR APPROVAL, PLEASE SIGN ONE (1) ORIGINAL AGREEMENT AND RETURN TO ME IN THE ENCLOSED RETURN ENVELOPE. YOU MAY RETAIN THE OTHER ORIGINAL FOR YOUR FILE. IF PREFERRED, YOU MAY SEND THE SIGNED AGREEMENT TO THE FIRM BY FACSIMILE OR BY EMAIL IN PDF FORMAT.**

**EXHIBIT “A”**

**SCHEDULE OF FEES & CHARGES**

- A. Attorney Travel Charges. The Firm may charge Client the Firm’s applicable rate for General Legal Services, as described in Section B, below, for travel time to and from Client meetings (whether regular or special) and meetings with, or on behalf of, Client for which the Firm is requested to attend in person relating to items not categorized as litigation matters. Firm’s Litigation and Employment Legal Services rate shall apply to litigation services, including travel time, provided to Client.
- B. General Legal Services. For performance of legal services contemplated by the Agreement, excepting performance of legal services set described in Section C of this Exhibit “A”, Client agrees to pay at the Firm in pursuant to the terms of the Agreement and in accordance with the Schedule of Fees listed below, which may be adjusted in as set forth in Section D below.
- |  |                |
|--|----------------|
| a. Shareholders and Of Counsel                     | \$325 per hour |
| b. Associates                                      | \$260 per hour |
| c. Paralegals, Legal Interns, and Legal Assistants | \$190 per hour |
- C. Litigation and Employment Legal Services. For legal services involving representation of the Client in employment matters or civil litigation to which Client is a party, Client agrees to pay \$375 per hour, as may be adjusted in accordance with Section D below.
- D. Compensation Adjustments. Commencing July 1, 2025, and every fiscal year thereafter, Firm may adjust by the greater of either the relevant local Consumer Price Index (“CPI”) increase or the prior twelve (12) months period, rounded to the nearest dollar, or ten (\$10.00) dollars per hour (“Cost of Living Adjustment”). Further, the relevant local CPI shall be set by the CPI for all urban consumers in the San Francisco-Oakland-Hayward areas as published by the United States Government Bureau of Labor Statistics. Any increase to Firm’s billing rates in excess of the foregoing shall require approval by Client. Firm reserves the right to waive and/or delay implementation of any rate adjustment established pursuant to the terms of this Agreement.

# ITEM 5

Dr. Michael R. Panzer, Chairman  
Dan MacDonnell, Trustee  
Dot Lofstrom, Trustee

**RECLAMATION DISTRICT NO. 1608  
LINCOLN VILLAGE WEST  
BOARD OF TRUSTEES MEETING  
WEDNESDAY, AUGUST 7, 2024  
8:00 A.M.  
ENGINEER'S REPORT**

Andrew J. Pinasco, Attorney  
Elvia C. Trujillo, Secretary  
Christopher H. Neudeck, Engineer  
Joe Bryson, Superintendent

**I. PLAN REVIEW**

- A. Review concept of developing policy for removal of levee landside slope vegetation and replacing it with gravel by the District. Consider provisions of the District such as the District will provide and place gravel yet landowner responsible for the removal of irrigation system and future weed control.

**II. PROPOSITION 218 - NEW ASSESSMENT PROCEDURE**

- A. Review status of planning efforts and development of the Engineers report.

# ITEM 10

## **SHORT TERM GOALS 2024**

1. Renewal of District Assessment.
2. Participate in stakeholder groups. Status: Ongoing.
3. Work on slumping areas.
4. Monitor San Joaquin Feasibility Project.
5. Vegetation encroachments.
6. Annual Levee Inspection.
7. Repair/Maintenance of Gates on Crown of Southwest Levee.
8. Central Valley Flood Protection Plan.
9. Revise District Website.
10. Approve Emergency Operations Plan Update.
11. All-Weather Road Resurfacing.
12. Review and analysis of Levee Standards.

## **LONG TERM GOALS**

1. Raising Elevation of Southwest Levee.
2. Sediment Removal Project.

# ITEM 11

## **RD 1608: MASTER CALENDAR**

### **JANUARY**

### **FEBRUARY**

- Annual Review of Trustee Compensation
- Send out Form 700s, remind Trustees of April 1 filing date

### **MARCH**

- Yearly Employee Evaluations
- Spring Newsletter
- Review Insurance Proposal (Renews April)

### **APRIL**

- April 1: Form 700s due
- Notify School District of Vegetation Control

### **MAY**

- Draft Budget
- Planning of Levee Tour
- Annual CEQA Exemption
- Subventions Resolution

### **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*).
- Letter to Property owners on levee regarding levee standards and permit requirements

**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 2022 (every three years thereafter)
- Deadline to Notify Insurance of Non-Participation in JPRIMA for Subsequent Year

**NOVEMBER**

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

**DECEMBER**

- 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>
Dan MacDonnell	2021	First Friday of Dec 2025
Dottie Lofstrom	2023	First Friday of Dec 2027
Michael Panzer	2023	First Friday of Dec 2027

**Assessment Expires 6/30/2025**

**Emergency Operation Plan Review – June 2022**

**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**