

**RECLAMATION DISTRICT NO. 828
AGENDA FOR SPECIAL MEETING OF
BOARD OF TRUSTEES
10:30 A.M. OCTOBER 14, 2024**

**3121 WEST MARCH LANE, SUITE 100
STOCKTON, CA 95219**

AGENDA

1. Call to Order/Roll Call.
2. 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 at the time it is taken up.
3. Minutes. Consider for approval minutes of the District’s July 8, 2024, meeting.
4. Financial Report. Accept and approve District Financial Report.
5. Conflict of Interest Code. Adopt Resolution 2024-05 Reviewing the Conflict of Interest Code for 2024.
6. Attorney-Client Representation Agreement. Discussion and possible action regarding Attorney-Client Representation Agreement between Neumiller & Beardslee and Reclamation District 828.
7. Engineers’ Report. Discussion and Possible Action.
 - I. OIL SPILL ALONG LEVEE @ LEVEE STATION 22+50
 - A. Review oil spill conditions that occurred Friday, September 27, 2024.
 - II. AB 360 DELTA LEVEE SUBVENTIONS PROGRAM
 - A. Review the District’s Final Claim for Fiscal Year 2023/24.

TOTAL FINAL CLAIM	\$ 31,199.29
LESS DISTRICT SHARE (2,500/MILE @ 1.7 miles)	\$ 4,250.00
TOTAL ELIGIBLE	\$ 26,949.29
MAX REIMBURSEMENT = 75% OF ELIGIBLE	\$ 20,211.97

- B. Review any levee related matters with the Board of Trustees.

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 Andy Pinasco at 209/948-8200 during regular business hours, at least twenty-four 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.

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

A. KSN Inc. is in the process of updating the District's Emergency Operations plan and will unveil upon its completion in January.

8. Correspondence. Review and discuss correspondence received.
9. Meetings Attended. Report on meetings attended.
10. Trustee Reports. Discussion and direction regarding Trustee reports.
 - a. Discussion and Direction regarding District Assessment Increase.
 - b. Bamboo on Levee.
 - c. Trees in Water.
 - d. Boats Discharging Sewage Coming up on Banks.
 - e. Oil Spill Preparedness with RD 1614.
11. Future Agenda Items. Discussion and possible action to add items to future agendas.
12. Correspondence. Discussion and direction.
13. District Calendar.
 - a. Next Meeting is January 13, 2025
14. Bills. Approval of bills to be paid.
15. Adjournment.

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**AGENDA PACKET
RECLAMATION DISTRICT 828
OCTOBER 14, 2024**

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

ITEM 3

Minutes of Meeting of Reclamation District 828 Held on July 8, 2024

The meeting of the Board of Trustees of Reclamation District 828 was held at 3121 West March Lane, Suite 100, and called to order at 10:30 a.m. on July 8, 2024.

Item No. 1: Call to Order. The meeting was called to order at 10:30 a.m. Present were Trustee Deby Provost and Trustee Paul Marsh. Also present were Chris Neudeck, District Engineer, and Tom Terpstra, Deputy District Secretary, and Dominic Gulli, a member of the public. Trustee Navarro was absent.

Item No. 2: Public Comment. None.

Item No. 3: Approval of Minutes. Mr. Terpstra reviewed the draft minutes of the April 30, 2024 meeting with the Trustees. The minutes of the April 30, 2024 meeting were approved by the Trustees a motion by President Provost, seconded by Trustee Marsh.

Item No. 4: Financial Report. Mr. Terpstra reviewed the written financial report provided to the Trustees at the meeting. The financial report was accepted unanimously by the Trustees present on a motion by President Provost, seconded by Trustee Marsh.

Item No. 5: Budget. Mr. Terpstra provided a written and oral report regarding the District's 2024-2025 budget. A public comment was received regarding \$18,000 the District received in interest and the \$500,000 the District has in the bank, questioning why the budget did not reflect those amounts. The Trustees expressed interest in utilizing interest funds from the previous year for additional district-benefitting purposes, such as additional rip rap or weed control. The Trustees agreed to confer with Secretary Pinasco regarding additional uses of interest funds. After review and discussion from the Trustees, the Trustees unanimously approved the Fiscal Year 2024-2025 budget on a motion by Trustee Marsh, seconded by President Provost.

Item No. 6: Engineers' Report; request for direction. Mr. Neudeck provided a written and oral report to the Trustees about the following items.

- I. AB 360 DELTA LEVEE SUBVENTIONS PROGRAM
- II. SAN JOAQUIN COUNTY OFFICE OF EMERGENCY SERVICES (OES)
DELTA R3 UPDATE FLOOD SAFETY PLANS
 - a. Mr. Neudeck reported on a Grant Participation Agreement the District could enter into with the San Joaquin County OES to provide funds to update and enhance the District's Flood Safety Plan.

On a motion from President Provost, seconded by Trustee Marsh, the Trustees approved the District's participation and agreed to sign the Grant Participation Agreement.

Item No. 7: Annual Assessment. The Trustees discussed what it would take to increase the assessment. They expressed a desire to see data regarding what impact a potential increase would have on District taxpayers. Mr. Gulli also remarked that Districts were reimbursed by SJFACA for money expended in creating the Smith Canal assessment. President Provost and Mr. Neudeck mentioned that Secretary Pinasco should follow up with SJAFCA regarding collecting such a reimbursement from SJAFCA. After further discussion, on a motion by President Provost and a second by Trustee Marsh, the Trustees unanimously approved the resolution to levy the maximum assessment for the District.

Item No. 8: CEQA Exemption. The Trustees unanimously adopted Resolution 2024-02, Authorizing and Directing Filing of Notice of Exemption for Routine Maintenance for Fiscal Year 2024-2025, on a motion by Trustee Marsh, seconded by President Provost.

Item No. 9: Delta Levee Subventions. The Trustees unanimously adopted Resolution 2024-03, Approving and Authorizing Execution of Delta Levee Maintenance Subventions Program Work Agreement for Fiscal Year 2024-2025 on a motion by President Provost, seconded by Trustee Marsh.

Item No. 10: Authorized Signors. The Trustees unanimously adopted Resolution 2024-04, Authorizing Trustee Roger Navarro as Authorized Signor Approving Transactions for District Accounts, on a motion by Trustee Marsh, seconded by President Provost.

Item No. 11: Correspondence and meeting attendance reports. Staff provided no report on any correspondence.

Item No. 12: Meetings Attended. The Trustees had no meeting attendances to report.

Item No. 13: Trustee Reports. Trustee Marsh reported that someone dumped a bunch of Astro turf on the City's side of the levee, but he saw a non-City person picking it up a day later. President Provost reported that there are issues with homeless encampments on the levee under a Caltrans overpass.

Item No. 14: Future Agenda Items. No items were suggested for future agendas.

Item No. 15: Calendar. Mr. Terpstra reviewed the Calendar events for the upcoming months, and indicated that the next regular meeting would occur on October 14, 2024.

Item No. 16: Approval of Bills. The Trustees unanimously approved payment of the bills on a motion by President Provost, seconded by Trustee Marsh.

Item No. 17: Adjournment. The meeting was unanimously adjourned at 11:39 a.m.

Respectfully submitted,

Tom Terpstra, Deputy District Secretary

ITEM 5

**RECLAMATION DISTRICT NO. 828
RESOLUTION 2024-05**

**RESOLUTION REVIEWING
THE CONFLICT OF INTEREST CODE FOR 2024**

WHEREAS, the Political Reform Act of 1974, Government Code Section 81000 et seq., and Government Code Section 87311 requires state and local government agencies to adopt and amend a Conflict of Interest Code as necessary; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation found at California Code of Regulations, Title 2, Section 18730, which contains the terms of a standard Conflict of Interest Code which may be adopted by reference; and

WHEREAS, it is necessary to review the Conflict of Interest Code to reflect the current biennial adjustment to the gift reporting limit.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors reviewed the Conflict of Interest Code as set forth in the attached Conflict of Interest Code.

PASSED AND ADOPTED by the Board of Trustees of Reclamation District No. 828 at a meeting thereof held on this 14th day of October 2024, by the following vote, TO WIT:

AYES: _____

NOES: _____

ABSTENTION: _____

ABSENT: _____

[Signatures on next page]

RECLAMATION DISTRICT NO. 828
A Political Subdivision of the
State of California

By: _____
DEBY PROVOST, President

ATTEST:

ANDY PINASCO, Secretary

CERTIFICATION

I, ANDY PINASCO, Secretary of Reclamation District No. 828, do hereby certify that the foregoing is a full, true and correct copy of a resolution of Reclamation District No. 828 duly passed and adopted at a regular meeting of the Board of Trustees thereof held on the 14th day of October 2024.

Dated: _____, 2024.

ANDY PINASCO, Secretary
Reclamation District No. 828

**APPENDIX A
DESIGNATED POSITIONS**

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Trustees	ALL
Secretary of the Board	ALL
Attorney	ALL
Engineers	ALL
Consultants*	ALL

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The President of the Board may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and this is not required to fully comply with the disclosure requirements described in this section. Such a written determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of disclosure requirements. The President's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

DISCLOSURE CATEGORIES

All investments and business positions in business entities, and all sources of income and interests in real property as set forth below. This category is known as full disclosure.

1. Investments in or income from persons or businesses engaged in the business of providing service or supplies, including, but not limited to, equipment; machinery, or office supplies, to Reclamation District 828, or could foreseeably provide services or supplies to Reclamation District 828.
2. Interests in real property located in whole or in part within the boundaries of Reclamation District 828, or within a two-mile radius of Reclamation District 828, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property if the fair market value of the interest is greater than \$2,000.00.
3. Business positions, including, but not limited to, status as a director, officer, sole owner, partner, trustee, employee, or holder of a position of management in any business entity which, in the prior two years had contracted with, or in the future may contract with Reclamation District 828 to provide services or supplies to Reclamation District 828.
4. Gifts received from any single source or person with a single gift value more than \$50 as well as gifts with a cumulative total of \$500 or more received in a 12 month period, as well as gifts required to be disclosed in the annual statement required in Government Code Section 87302.

ITEM 6



ATTORNEY-CLIENT REPRESENTATION AGREEMENT

THIS AGREEMENT (“**Agreement**”) is entered into by and between Neumiller & Beardslee, A Professional Corporation (“**Firm**”) and Reclamation District 828 (Weber Tract) (“**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 (3rd) 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.

Deby Provost, President
Reclamation District 828

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 7

**RECLAMATION DISTRICT NO. 828
WEBER TRACT
BOARD OF TRUSTEES MEETING
MONDAY, OCTOBER 14, 2024
10:30 AM
ENGINEER'S REPORT**

I. OIL SPIL ALONG LEVEE @ LEVEE STATION 22+50

A. Review oil spill conditions that occurred Friday September 27, 2024.

EXHIBIT A: KSN Inc. Daliy Field reports 9/27-10/2/24

EXHIBIT B: District Base Map locating spill location on levee

EXHIBIT C: Photographs and Public Notices

EXHIBIT D: Pollution Removal Funding Authorization Details

EXHIBIT E: Pollution Removal Funding Authorization Appilcation

II. AB 360 DELTA LEVEE SUBVENTIONS PROGRAM

A. Review the District's Final Claim for Fiscal Year 2023/24.

TOTAL FINAL CLAIM	\$ 31,199.29
LESS DISTRICT SHARE (2,500/MILE @ 1.7 miles)	\$ 4,250.00
TOTAL ELIGIBLE	\$ 26,949.29
MAX REIMBURSEMENT = 75% OF ELIGIBLE	\$ 20,211.97

B. Review any levee related matters with the Board of Trustees.

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

A. KSN Inc. is in the process of updating the District's Emergency Operations plan and will unveil upon its completion in January.

EXHIBIT A

FIELD REPORT

OWNER:	Reclamation District 828	PROJECT:	2024 Oil Spill and Clean Up
CONTRACTOR:	NA	CONTRACT NO.:	NA
KSN JOB NO.:	1204 - 0220	DATE:	September 30, 2024

Weather / Temperature:

Mid to upper 90's

Location:

Levee Station 22+50 coordinates 37.964181 -121.321404

Personnel on site:

CDFW Douglas Massy, Enforcement and Andy, Biologist

Contractor work hours:

NA

The following was noted:

Friday 9/27 – 1400 hrs.

Informed about oil spill along Smith Canal and called the IC, Bob. Discussed options for closing the smith canal gate. Had discussions with SJAFCA and HDR about closing the gate to not allow oil to flow out in the ship channel. Due to incoming tide, gate cannot be closed because it would exceed head on canal side of gate. By this time, oil had made way to Yosemite Lake. Informed Deby Provost of the spill.

Saturday 9/28

Discussed clean up with Deby Provost multiple times during day. Reached out and left message with Daniel, lead man for Patriot Environmental Services. Texted RD 1614, Kevin Kauffman, updated him on the spill and cleanup efforts

Sunday 9/29

Discussed cleanup efforts with Deby Provost on a couple occasions. Was able to reach Daniel, lead man for Patriot Environmental Services. Discussed spill cleanup on water and what will need to be completed land side on the levee where oil ran down embankment. Discussed excavation within levee to remove contaminated soil and work needed to be completed under Reclamation District 828 supervision and if needed can provide number for contractor knowledgeable of levee repair, Dino and Sons. Left with will catch up on Monday morning. Gave update to District Engineer, Chris Neudeck

Monday 9/30

Informed Alec Strachan and Dave Contreras of CDFW Delta Region of oil spill and need to remove vegetation as part of the oil spill cleanup efforts. Met on site with Douglas Massy, enforcement and Andy, a biologist with CDFW. Discussed actions needed to clean up water side slope of levee, vegetation and contamination removal.



9/30 – continued

Talked with Daniel with Patriot. He not on site but informed on actions. Crew size reducing tomorrow, 10/1. Daniel informed me of unified command meeting at 2:00 today. Coordinated with USCG to receive invitation. Offered invitation to Deby Provost and Kevin Kauffman.

9/30 1400 Teams Call

EPA, USCG, SJC OES, CDFW, Patriot Env, RD 828, RD 1614. COS Police.

USCG working on decision memo. Assessment day is 10/1. Will be turned over to EPA via decision memo, USCG no funding mechanism. Claims process being set up, will need to figure out if EPA contractor going to clean up the levee or if district will need to do so and claim.

10/01 1400 Teams Call

Expressed concern of clean up of water side slope and how this would be completed. Will make contact with Joni of EPA, she will be on site 10/02 at 1100.

10/02 1045 – Site visit, met Joni of EPA, showed her where the boat launch was and discussed water quality with her and Lt. Massy and Lt. Hanson of CDFW Enforcement. No determination on clean up of water side slope at this point. I will start the process of looking into a contractor licensed in hazardous waste removal. Attend 1400 unified command meeting.

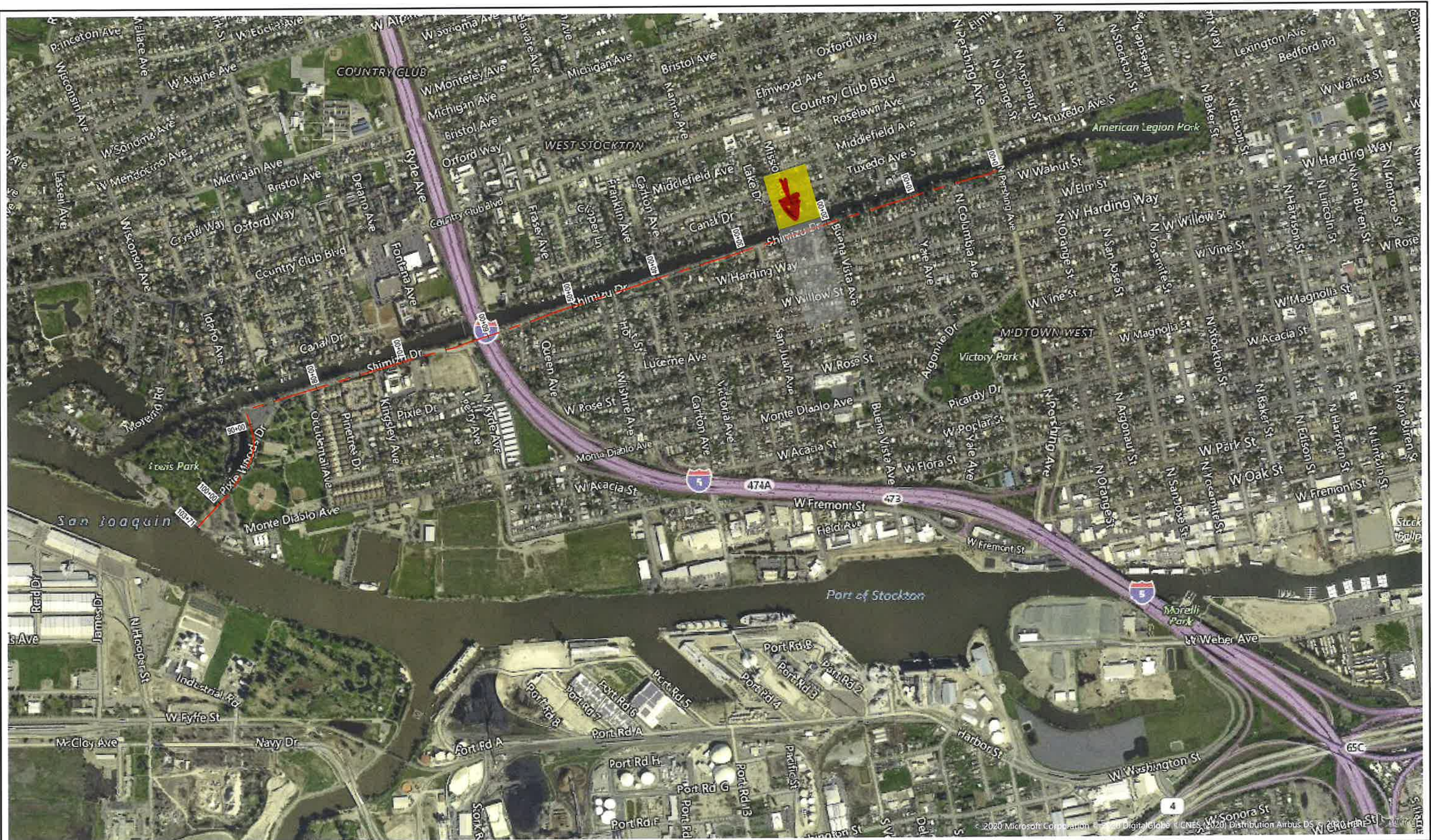
10/03

No unified command meeting today.

Prepared By: David Carr

Additional Copies to: CHN, Deby Provost

EXHIBIT B





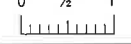
 NORTH ORIENTATION	 KJELDEN SINNOCK NEUDECK INC. CIVIL ENGINEERS & LAND SURVEYORS www.ksninc.com	711 N. Pershing Avenue Stockton, CA 95203 209-946-0268 1550 Harbor Blvd., Suite 212 West Sacramento, CA 95691 916-403-5900	RECLAMATION DISTRICT NO. 828 WEBER TRACT BASE MAP		DRAWING SCALE 1"=500' ORIGINAL DRAWING SCALE 0 1/2" 1" 	EXHIBIT NO. 1 PAGE NO. 1

EXHIBIT C



PUBLIC NOTICE SMITH CANAL RESPONSE



A Unified Command of representatives from the United States Coast Guard (USCG), United States Environmental Protection Agency and the California Department of Fish and Wildlife's Office of Spill Prevention and Response (CDFW) are overseeing the cleanup of a report of released petroleum product in the Smith Canal in Stockton, CA.

Containment boom has been deployed to minimize environmental impacts and clean-up efforts continue. An investigation into the source of the spill is ongoing. The USCG has established a safety zone for the Smith Canal. Mariners are cautioned to avoid the area from Lake Drive east to American Legion Park.

For your safety and the safety of the animals do not attempt to capture any potential oiled animals. Report oiled wildlife to 1-877-UCD-OWCN (1-877-823-6926). This is not an informational or volunteer hotline.

Community members impacted by the incident can file a claim by visiting: <https://www.uscg.mil/Mariners/National-Pollution-Funds-Center/Claims/> or by email: hqs-smb-npfc-claimsinfo@uscg.mil

Anyone with information about the illegal pollution of state waters is encouraged to call the CalTip 1-888-334-2258 24hr Hotline



For questions about the response, please email OSPRLiaison@wildlife.ca.gov.

AVISO PÚBLICO SMITH CANAL



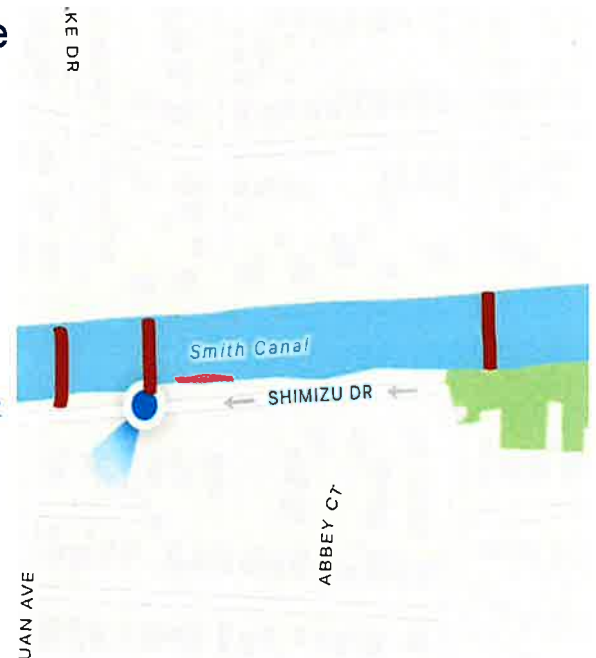
Representantes de “US Coast Guard, US (USCG) Environmental Protection Agency (EPA) y California Department of Fish & Wildlife’s Office of Spill Prevention and Response (CDFW OSPR)” están trabajando juntos para hacer segura la limpieza de el derrame de petróleo que afectó el canal “Smith” en la ciudad de Stockton, CA.

Como precaución barreras de contención marinas han sido desplegadas par evitar impactos ambientales y los esfuerzos de limpieza continuan en la zona afectada. Se ha Abierto una investigación para entender que causo el derrame de petróleo.

La agencia federal Guardia Costera (USCG) ha establecido una zona de seguridad en el Canal Smith. Se les pide a todos los marineros que eviten la area este de “Lake Drive” asta el parque “American Legion.”

Por su seguridad y la seguridad de la fauna silvestre impactada por el petróleo, se les pide de favor que no intenten capturar el animal. Reporte sus observaciones a “Oiled Wildlife Care Network” llamando al 1-877-823-6926. Miembros de la comunidad que han sido impactados por el incidente, pueden presentar un reclamo visitando <https://www.uscg.mil/Mariners/National-Pollution-Funds-Center/Claims/> o por correo electrónico: hqs-smb-npfc-claimsinfo@uscg.mil

Personas con información acerca de la contaminación ilegal en aguas del estado por favor de reportar al CalTip 24hr Hotline 1-888-334-2258



**Para preguntas pueden escribir al correo electrónico
OSPRLiaison@wildlife.ca.gov.**



LIAISON UPDATE

UPDATE: 9/27/24

OES Report #24-5485; NRC Report #1412111

INFORMATION CURRENT AS OF 9/27/24 at 1700

INCIDENT INFORMATION

Date Incident Reported: 9/27/24

Incident Name: Smith Canal Release

Location: Stockton, CA (San Joaquin County)

Product details: Petroleum

INCIDENT UPDATE

A Unified Command with representatives of the United States Coast Guard (USCG) and the California Department of Fish and Wildlife's Office of Spill Prevention and Response (CDFW-OSPR) has been formed to respond to reports of petroleum product that appeared to be dumped onto a levee near the Smith Canal in Stockton, CA. Cleanup and recovery efforts have been initiated. The Oiled Wildlife Network has been notified and is on standby. No observed impacts to wildlife at this time. Investigation into the source, cause, and volume is ongoing.

More information will be shared when it becomes available.

Liaison Update #2



UPDATE: 09/28/24

OES Report #24-5485; NRC Report #1412111

INFORMATION CURRENT AS OF 1400

INCIDENT INFORMATION

Date Incident Reported: 9/27/24

Incident Name: Smith Canal Response

Location: Stockton, CA (San Joaquin County)

Product details: Petroleum

INCIDENT UPDATE

A Unified Command with representatives from the United States Coast Guard (USCG), the United States Environmental Protection Agency (USEPA), and the California Department of Fish and Wildlife's Office of Spill Prevention and Response (CDFW-OSPR), has been established and are responding to reports of released petroleum product near the Smith Canal in Stockton, California on Friday afternoon.

The source is reported to be from an oil burner with a maximum potential capacity of 380 gallons. Crews from USCG, CDFW-OSPR and the City of Stockton Fire Department initially deploying sorbent boom to minimize environmental impacts. An additional layer of hard boom was deployed on both sides of the spill site to prevent product from entering the San Joaquin River.

The USCG has opened the Oil Spill Liability Trust Fund for initial response and hired Patriot Environmental Services, an oil spill response organization, to contain and recover the released petroleum product.

SAFETY ZONES

Current response strategies include temporary placement of boom and other potential in-water hazards. Mariners are advised to use caution while operating in the Smith Canal during clean-up and recovery efforts.

ENVIRONMENTAL IMPACTS

CDFW-OSPR environmental scientists are on-scene working to monitor and limit impacts to environmental resources and sensitive sites. Currently, there have been no observed impacts to environmental sensitive sites.

CDFW-OSPR is consulting with the California Office of Environmental Health and Hazard Assessment to determine if a fisheries closure is warranted for the affected area.

WILDLIFE IMPACTS

The Oiled Wildlife Care Network (OWCN) has been notified and is on standby for wildlife response. No observations of oiled wildlife have been reported at this time.

For your safety and the safety of the wildlife do not attempt to capture oiled wildlife. Report oiled wildlife to 1-877-UCD-OWCN (1-877-823-6926). This is not an informational or volunteer hotline.

QUESTIONS

Media inquiries can be directed to USCG Public Information Officer, Ryan Graves at 510-599-0459.

Questions from elected officials or agencies can be directed to the CDFW-OSPR Liaison Officer at OSPRLiaison@wildlife.ca.gov.



Photo of containment boom placed at the entrance to Smith Canal near Louis Park.

More information will be shared as significant updates to the response occur.



**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
AMENDED DECLARATION OF FISHERIES CLOSURE
DUE TO A PUBLIC HEALTH THREAT
CAUSED BY AN OIL SPILL INTO STATE WATERS**

Pursuant to Fish & Game Code section 5654, I find and declare that:

I.

On September 27, 2024, I received notice of a petroleum spill into state waters in the City of Stockton, San Joaquin County.

II.

That fishing activities occur in the vicinity of the spill, which may include recreational, commercial, subsistence fishing, and aquaculture operations.

III.

That the Office of Environmental Health Hazard Assessment (OEHHA) has determined that a threat to public health is likely by fishing in the affected area or consuming fish or shellfish that may have been affected by the spill, and that a fishing and shellfish harvesting closure is recommended as stated below:

Smith Canal from American Legion Park, Yosemite Lake to Mission Road

This fisheries closure is recommended during an investigation to determine and establish the degree and nature of the public health threat posed.

IV.

Therefore, I hereby ORDER that the take of all fish and shellfish is prohibited in the vicinity of the spill or where the spill is anticipated to spread. Attached hereto is a map of the initially closed areas. The extent of the closure will change as conditions and factors in the area change.

V.

This Order is not intended to, and does not create, any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its departments, agencies, or other entities, its officers or employees, or any other person.

Heather Geldart, Chief Deputy Director for
Charlton H. Bonham, Director

September 28, 2024 / 1120

Date / Time

Conserving California's Wildlife Since 1870



Fisheries Closure

 Closed Area



Calif. Dept. of Fish and Wildlife
Office of Spill Prevention and Response

Responder: G. McGowan
Author: ZFloerke
Created 2024-09-29 at 11:05

Map Center Coordinates:
121.3142°W 37.9665°N

**Smith Canal Release
Fisheries Closure
Stockton, CA | 09/29/2024**

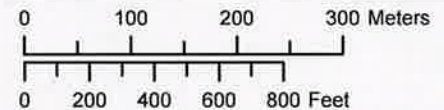


EXHIBIT D

CHAPTER 8 - POLLUTION REMOVAL FUNDING AUTHORIZATIONS (PRFAs)

- A. **General.** The Pollution Removal Funding Authorization (PRFA) is a tool available to FOSCs to quickly obtain needed services and assistance from other government agencies: federal, state, or local, as well as recognized Indian Tribes in oil spill and hazardous materials response actions. There are **two types of PRFA forms**, one for Federal agencies and one for non-federal agencies.
- B. **Financial Obligation Document.** The PRFA commits the OSLTF to payment, by reimbursement, of costs incurred in pollution response activities undertaken by another government agency working for the FOSC.
- C. **Agency Reimbursement.** Under the terms of a PRFA, an FOSC may agree to reimburse another government agency for costs incurred in providing any agreed upon removal services and assistance to the FOSC, consistent with the NCP. Some of the costs which are reimbursable under a PRFA include, but are not necessarily limited to:
1. Personnel salary costs, including overtime;
 2. Travel and per diem expenses;
 3. Appropriate charges for the utilization of other government agency owned equipment or facilities; and
 4. Actual expenses for contractor or vendor supplied goods and services obtained by the other government agency, through its own purchasing process, to provide agreed upon assistance and support to the FOSC.
- D. **Clear Agreement as to Support Provided.** The FOSC and the other government agency must agree upon and document:
1. The specific goods and services to be provided; and
 2. A good faith estimate of the total anticipated costs, with a line item breakdown of the principal expense categories. This need not be more than a single page, and can be made an attachment to the PRFA.
- E. **Amendment.** The PRFA may be amended, at the FOSC's discretion, to increase the authorized maximum reimbursement ceiling, if additional assistance and support is desired, or if costs incurred for services provided exceed the original estimate. In essence, the PRFA creates a ceiling and makes funding available to the other government agency.
- F. **Other Agency Cost Tracking and Documentation.** The other government agency (OGA) receiving a PRFA must track its costs and provide documentation to support reimbursement and federal cost recovery actions against RPs, as appropriate. Cost documentation must follow the guidance stated in Chapter 2 of this manual or equivalent agency documentation. All alternative documentation schemes must be pre-approved by the NPFC prior to use.

1. **NOAA**. The NOAA Scientific Support Coordinators (SSC) and their associated services are the most frequently called other government agency resources which participate in Coast Guard pollution responses. Unless NOAA specifically declines the need for a PRFA, the FOSC must prepare a PRFA each time the SSC is called for incident specific response support. Based on input from the SSC for each prospective PRFA, NOAA's Office of Ocean Resources Conservation and Assessment (ORCA) in Seattle, Washington will provide the FOSC with a spreadsheet showing the estimated costs for the PRFA. The FOSC shall attach the spreadsheet to the PRFA using it to support the maximum funding authorized by the PRFA.
 2. If the level of services provided by NOAA changes, e.g., either by shortening or lengthening the response, changing the nature of NOAA support, NOAA will issue a new estimate which becomes part of the PRFA package. If the funding authorization increases, a PRFA amendment must be issued to show the increase in the authorized funding (decreases do not need to have a amendment issued). Following the completion of a response, NOAA will issue a final cost spreadsheet to the FOSC. Under an agreement with the NPFC, this document will serve as NOAA's resource and cost documentation for inclusion with the FOSC's Financial Summary Report to the NPFC. NOAA has agreed to provide NPFC with a more detailed report upon request to support cost recovery action.
- G. Accounting Data for PRFA**. PRFAs are a Type "34" document. Construct the Document Control Number on all authorizations using the format found in "Accounting Information," Chapter 3 of the NPFC's User Reference Guide (URG). Contact the NPFC if assistance is needed.
- H. Authorizing Officer**: Signature of FOSC or authorized representative.
- I. Invoicing**. Reimbursements against a PRFA are invoiced to the NPFC, through the FOSC, on Standard Federal Form 1080/1081. The NPFC will not approve payment of charges against a PRFA for:
1. Costs of goods and services which fall outside of those which the FOSC authorized and requested, as to either amount or kind; and
 2. Costs which are not adequately documented.
- J. FOSC Certification**. In certifying an invoice for reimbursement against a PRFA, the FOSC is not verifying the various cost categories, but is attesting that the goods and services are consistent with those agreed upon and authorized. An example that can be used is:

I certify that this agency performed removal activities in accordance with the issued Pollution Removal Funding Authorization and reimbursement of costs is authorized, unless otherwise indicated.

FOSC's Signature and Date

- K. Limitations on use of PRFAs**. The PRFA may not be used by the FOSC to obtain goods or services directly from private individuals, groups, or companies. It should also not be used to obligate funds for the initiation of Natural Resources Damage Assessments (NRDA), further assessment actions, or payment of damages.

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Chapter 3

3-172

Change 6

**Federal Agency
Pollution Removal Funding Authorization**

Recipient Agency: _____

Address: _____

1. Purpose

This document authorizes reimbursement to the Recipient Agency from the Oil Spill Liability Trust Fund or CERCLA funds for certain removal costs incurred in response to the following pollution incident, _____, Federal Project Number/CERCLA Project Number, _____. This funding authorization is expressly contingent on the Recipient's compliance with all requirements contained herein.

2. Approved Functions and Reimbursement Limit

Costs will be reimbursed only for actions that are directed or approved in advance by the FOSC. Approval may be verbal or written. Assessment, restoration, rehabilitation or replacement of natural resources damaged by the spill are not covered.

Maximum limit of authorization: \$_____.

3. Conditions

See attached page(s) for scope of work, special conditions, date of performance, directions or approvals.

4. Period of Authorization

This authorization shall remain in effect until the completion date specified by the FOSC (which normally corresponds to the date of final removal activities).

5. Reimbursement Procedure

Upon completion of removal activities, the Recipient Agency will submit a SF-1080/1081 to the FOSC with detailed records of expenditures and activities for which reimbursement is sought. The agency may elect to use its own records providing an equivalent amount of documentation which has NPFC approval, or the agency may elect to use NPFC's Resource Cost Documentation package. The agency must submit the final request for reimbursement, supported by the required documentation, within 90 days following the completion date. If OMB Circular A-87 cost rates apply, cost certifications must be included. If at the end of the 90 days from final removal activities, there are any costs for which reimbursement has not been requested, written notice will be sent to the agency and 30 days later any balance remaining in the account will be deobligated.

6. Accounting Data

Document Control Number: _____
Accounting String: _____

7. Points of Contact

A. _____ FOSC	Telephone: _____ FAX: _____ E-Mail: _____
B. _____ Recipient Agency Representative	Telephone: _____ FAX: _____ E-Mail: _____
C. _____ NPFC Case Officer	Telephone: _____ FAX: _____ E-Mail: _____

8. Authorizing Official

Signature: _____
Title: Federal On Scene Coordinator Date: _____

Attachments: (1) Scope of Work

EXHIBIT E

Non-Federal Agency
Pollution Removal Funding Authorization

Recipient Agency: _____

Recipient: _____

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This document authorizes reimbursement to the Recipient Agency from the Oil Spill Liability Trust Fund or CERCLA funds for certain removal costs incurred in response to the following pollution incident, _____, Federal Project Number/CERCLA Project Number, _____. This funding authorization is expressly contingent on the Recipient's compliance with all requirements contained herein.

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Maximum limit of authorization: \$_____.

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See attached page(s) for scope of work, special conditions, date of performance, directions or approvals.

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6. Hold Harmless and Indemnify

By performing any action or seeking any reimbursement under this funding authorization, the Recipient Agency agrees that the United States of America and all of its departments and agencies, including, but not limited to, the U.S. Coast Guard and the Oil Spill Liability Trust Fund

6. **(cont)** ("United States"), shall not be liable to any party for damage, injury or loss to persons or property resulting from the acts or omissions of Recipient Agency, its employees, agents or contractors, related to the Recipient Agency's performance of this Agreement.

The Recipient agency agrees to indemnify and hold harmless the United States from all actions, claims or suits for damage, injury or loss to persons or property resulting from the acts or omissions of Recipient Agency, its employees, agents or contractors related to Recipient Agency's performance of this Agreement. This agreement to hold harmless and indemnify the United States is subject to the availability of Recipient Agency funds. The Recipient agrees in good faith to use available Agency funds and to undertake all reasonable effort to acquire such funds if not otherwise available.

7. **No Agency**

Nothing in this funding authorization is intended to create an agency relationship between the Recipient Agency and the United States of America (or any of its departments, agencies, or employees). Nor shall anything in this funding authorization be construed as creating an agency relationship. By performing any action or seeking any reimbursement under this funding authorization, the Recipient Agency agrees that it has not been authorized to act as an agent of the United States, and shall not act in any such capacity.

8. **Accounting Data**

Document Control Number: _____
 Accounting String: _____

9. **Points of Contact**

D. _____ FOSC	Telephone: _____ FAX: _____ E-Mail: _____
E. _____ Recipient Agency Representative	Telephone: _____ FAX: _____ E-Mail: _____
F. _____ NPFC Case Officer	Telephone: _____ FAX: _____ E-Mail: _____

10. **Authorizing Official**

Signature: _____
 Title: Federal On Scene Coordinator Date: _____

Attachments: (1) Scope of Work

**AMENDMENT TO
POLLUTION REMOVAL FUNDING AUTHORIZATION**

Issued To (Recipient Agency): _____

By (FOSC): _____

Date of Original Authorization: _____

Document Number of original Authorization: _____

The Authorization cited above is amended as follows:

Document Control Number of this amendment: _____

Authorizing Official

Signature: _____

Title: Federal On Scene Coordinator Date: _____

FIELD REPORT

OWNER:	Reclamation District 828	PROJECT:	2024 Oil Spill and Clean Up
CONTRACTOR:	NA	CONTRACT NO.:	NA
KSN JOB NO.:	1204 - 0220	DATE:	September 30, 2024

Weather / Temperature:

Mid to upper 90's

Location:

Levee Station 22+50 coordinates 37.964181 -121.321404

Personnel on site:

CDFW Douglas Massy, Enforcement and Andy, Biologist

Contractor work hours:

NA

The following was noted:

Friday 9/27 – 1400 hrs.

Informed about oil spill along Smith Canal and called the IC, Bob. Discussed options for closing the smith canal gate. Had discussions with SJAFCA and HDR about closing the gate to not allow oil to flow out in the ship channel. Due to incoming tide, gate cannot be closed because it would exceed head on canal side of gate. By this time, oil had made way to Yosemite Lake. Informed Deby Provost of the spill.

Saturday 9/28

Discussed clean up with Deby Provost multiple times during day. Reached out and left message with Daniel, lead man for Patriot Environmental Services. Texted RD 1614, Kevin Kauffman, updated him on the spill and cleanup efforts

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Monday 9/30

Informed Alec Strachan and Dave Contreras of CDFW Delta Region of oil spill and need to remove vegetation as part of the oil spill cleanup efforts. Met on site with Douglas Massy, enforcement and Andy, a biologist with CDFW. Discussed actions needed to clean up water side slope of levee, vegetation and contamination removal.



9/30 – continued

Talked with Daniel with Patriot. He not on site but informed on actions. Crew size reducing tomorrow, 10/1. Daniel informed me of unified command meeting at 2:00 today. Coordinated with USCG to receive invitation. Offered invitation to Deby Provost and Kevin Kauffman.

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EPA, USCG, SJC OES, CDFW, Patriot Env, RD 828, RD 1614. COS Police.

USCG working on decision memo. Assessment day is 10/1. Will be turned over to EPA via decision memo, USCG no funding mechanism. Claims process being set up, will need to figure out if EPA contractor going to clean up the levee or if district will need to do so and claim.

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Expressed concern of clean up of water side slope and how this would be completed. Will make contact with Joni of EPA, she will be on site 10/02 at 1100.

10/02 1045 – Site visit, met Joni of EPA, showed her where the boat launch was and discussed water quality with her and Lt. Massy and Lt. Hanson of CDFW Enforcement. No determination on clean up of water side slope at this point. I will start the process of looking into a contractor licensed in hazardous waste removal. Attend 1400 unified command meeting.

10/03

No unified command meeting today.

Prepared By: David Carr

Additional Copies to: CHN, Deby Provost

ITEM 13

RD 828: MASTER CALENDAR

JANUARY

- Board Meeting – 2nd Monday at 10:30 a.m.
- Election of Officers (After an election)
- Obtain Insurance to be Approved. Insurance year is April to March

FEBRUARY

- Send out Form 700s, remind Trustees of April 1 filing date
- Update Document Retention Policy

MARCH

APRIL

- April 1: Form 700s due
- Board Meeting – 2nd Monday at 10:30 a.m.

MAY

JUNE

JULY

- Board Meeting – 2nd Monday at 10:30 a.m.
- Approve Audit Contract for expiring fiscal year
- Adopted Annual Budget
- Adopt Resolution for setting Assessments and submit to County Assessor's Office
- Adopt Notice of Exemptions Resolution
- Adopt Subventions Resolution

AUGUST

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

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).
- Board Meeting – 2nd Monday at 10:30 a.m.

NOVEMBER

- Election.

DECEMBER

- New Trustee(s) take office, outgoing Trustee(s) term(s) end on first Friday of each odd-numbered year.

Term of Current Board Members:

Name	Term Commenced	Term Ends
Roger Navarro	June 28, 2024	First Friday of 12/2025
Deby Provost	First Friday 12/2023	First Friday of 12/2027
Paul Marsh	First Friday 12/2023	First Friday of 12/2027

No Expiration on Assessment

Refund of Smith Canal Closure Election Contribution – when there is adequate surplus funding available, the disbursement of which will not generate Project delays.

Trustee Roger Navarro appointed June 28, 2024 to fill vacancy until next general election to occur in November 2025.

ITEM 14

RECLAMATION DISTRICT 828						
Bills for Approval - October 2024						
NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	RATIFY	WARRANT #
Kjeldsen, Sinnock & Neudeck, Inc.	7/12/2024	38019	\$95.88			1508
	7/12/2024	38020	\$408.75			
	7/12/2024	38021	\$262.50			
	7/12/2024	38022	\$292.50			
	8/9/2024	38217	\$401.25			
	8/9/2024	38218	\$1,441.75			
	8/9/2024	38219	\$109.00			
	8/9/2024	38220	\$642.42			
	8/9/2024	38221	\$312.50			
	9/6/2024	38481	\$1,147.50			
	9/6/2024	38482	\$631.41			
	9/6/2024	38483	\$109.00			
	9/6/2024	38484	\$1,710.00			
	9/6/2024	38485	\$221.25			
				\$7,785.71		
Neumiller & Beardslee	7/30/2024	349147	\$1,657.64			1509
	8/23/2024	349892	\$3,563.00			
	10/2/2024	350262	\$734.28			
				\$5,954.92		
Signco, LLC	8/15/2024	41992	\$3,566.28			1510
				\$3,566.28		
Custom Spraying, Inc.	9/27/2024	11-2602	\$1,500.00			1511
				\$1,500.00		

Reclamation District 1608 - Yearly Storage Fee		186-24/25	\$250.00			1512
				\$250.00		
Deby Provost - 9/06/24 Meeting Attendance	Trustee Stipend		\$100.00			1513
Deby Provost - 9/27/24 Meeting Attendance	Trustee Stipend		\$100.00			
Deby Provost - 9/28/24 Meeting Attendance	Trustee Stipend		\$100.00			
Deby Provost - 9/29/24 Meeting Attendance	Trustee Stipend		\$100.00			
Deby Provost - 9/30/24 Meeting Attendance	Trustee Stipend		\$100.00			
Deby Provost - 10/1/24 Meeting Attendance	Trustee Stipend		\$100.00			
Deby Provost - 10/2/24 Meeting Attendance	Trustee Stipend		\$100.00			
Deby Provost - 10/3/24 Meeting Attendance	Trustee Stipend		\$100.00			
Deby Provost - 10/7/24 Meeting Attendance	Trustee Stipend		\$100.00			
Deby Provost - 10/14/24 Board Meeting	Trustee Stipend		\$100.00			
Deby Provost - Purchased Business Cards			\$88.07			
				\$1,088.07		
Paul Marsh - 10/14/24 Board Meeting	Trustee Stipend		\$100.00			1514
				\$100.00		
Roger Navarro - 10/14/24 Board Meeting - Previously paid for 7/8/24 Board Meeting but was absent	Trustee Stipend		\$0.00			
				\$0.00		
WARRANT TOTAL				\$20,244.98		