



EMERGENCY OPERATIONS PLAN BASE PLAN

RECLAMATION DISTRICT NO. 2027 Mandeville Island



CA WATER CODE SECTION 9650



October 22, 2022

San Joaquin County

REGIONAL FLOOD EMERGENCY RESPONSE PROJECT - PHASE III

This document was last updated on October 22, 2022 based on input from a meeting with stakeholders on 4/21/2022.



Prepared by KJELDSSEN SINNOCK & NEUDECK, INC. and HOWELL CONSULTING, INC. for Reclamation District 2027 – Mandeville Island with funds awarded to San Joaquin County Office of Emergency Services under the California Department of Water Resources Flood Emergency Response Grant Program.

This document satisfies the requirements of California Water Code Section 9650.



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This Flood Safety Plan (“Plan”) is intended to be a set of guidelines to be followed in the event of a flood emergency. Emergency conditions may vary significantly, and may require that different elements of the Plan be utilized depending upon the nature and extent of the particular emergency event, despite language in the Plan that appears to mandate certain actions. Notwithstanding anything to the contrary set forth in the Plan, including any language that appears to require particular action(s), the District preserves the ability to undertake all or any portion of the Plan as necessary and appropriate to respond to the particular emergency and preserve life and property. Under no circumstances will the District Board or its officers or employees be personally responsible for the procedures undertaken or not undertaken by Reclamation District 2027 – Mandeville Island in the event of a flood emergency, regardless of whether such procedures were or were not included in the Plan.

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PLAN PROMULGATION

Date: _____

To whom it may concern:

This document and accompanying flood contingency map, having been duly reviewed and approved by the Board of Trustees of Reclamation District 2027 – Mandeville Island, is hereby promulgated as the official emergency plan of the District. District staff is hereby directed to use this plan as the basis for emergency response to flood events. This plan meets the safety plan requirements of Section 9650 of the California Water Code (AB156) and is compliant with the National Incident Management System (NIMS), Standardized Emergency Management System (SEMS), and National Response Framework.

The **District President** is hereby directed to distribute this plan to outside agencies in accordance with the Record of Initial Distribution to ensure proper inter-agency coordination during emergency operations. The **District President, or designee** shall review this plan and accompanying annex annually for needed changes and updates and is authorized to make routine updates and changes to the plan required by changes in district operations and personnel and changes to outside agency plans that affect district operations.

The Board of Trustees of Reclamation District 2027 – Mandeville Island shall review this plan once every pre-flood season and after any major flood event where the plan was used to guide District response. The **District Secretary** shall maintain a record of Board plan reviews and approval actions in accordance with District documentation procedures and policies.

Sincerely,

_____, President
Board of Trustees
Reclamation District 2027 – Mandeville Island

RECORD OF CHANGES AND REVIEWS

Revision # or Review Date	Name of Person Performing Review	Sections Revised	Date of Adoption	Name of Approving Authority
1	<p>Christopher H. Neudeck District Engineer (KSN)</p> <p>Craig Watanabe District General Manager</p> <p>Brenna Howell Emergency Manager (HCI)</p> <p>Elizabeth Ramos Civil Engineer (KSN)</p>	<p>Sections 1.2.1 and 1.2.2 – Expanded to clarify; no substantial changes</p> <p>Section 2.2.3 – Provide additional information of gages</p> <p>Section 4.3 – NEW section regarding Essential Services Buildings</p> <p>Attachment 1 – Include updated references to guidance documents from NIMS</p>		

RECORD OF INITIAL DISTRIBUTION

Agency Name	Address	Date Provided
Reclamation 2027 – Mandeville Island District Office	PO Box 248 Holt, CA 95234	
San Joaquin Office of Emergency Services	2101 E. Earhart Ave., #300 Stockton, CA 95202	
Kjeldsen, Sinnock & Neudeck, Inc.	711 N. Pershing Ave Stockton, CA 95206	
Department of Water Resources Flood Operations Branch	3310 El Camino Ave Sacramento, CA 95821	
California Office of Emergency Services	3650 Schriever Ave Mather, CA 95655	
Central Valley Flood Protection Board	3310 El Camino Ave. Rm 151 Sacramento, CA 95821	

SECTION 1 | PLAN INTRODUCTION

1.1 PURPOSE

The primary purpose of this Reclamation District 2027 – Mandeville Island (District or RD 2027) Flood Safety Plan is to ensure that District staff can meet response objectives in a flood emergency as well as effectively interact with other jurisdictions performing emergency functions within and around the District. The second purpose is to comply with requirements of the California Water Code Section 9650-51 (AB156), which require levee maintaining agencies that oversee levees protecting more than 1,000 residents to develop a local flood safety plan.

This Plan is intended to be used in conjunction with the emergency operations plans of the State of California (State EOP) and the San Joaquin Operational Area (OA) to facilitate multi-jurisdictional coordination. Although this is a public document, specific procedures and information are of a sensitive nature and personal information may be edited out of publicly available versions. The full document is subject to restricted-use handling procedures.

1.2 SCOPE

RD 2027, as an independent jurisdiction, has responsibility for the maintenance of the levee within its jurisdictional boundaries. While the District will work with, and assist, if possible, the local jurisdiction(s) responsible for other public safety functions within the District, this District Flood Safety Plan only contains detailed procedures for meeting District emergency responsibilities. The manner of interacting with other jurisdictions is described but the operational plans of other jurisdictions with public safety responsibilities within the area protected by District levees are only referenced in this document.

This flood safety plan will cover the items listed below in the respective sections. Refer to Attachment 8 for a comprehensive crosswalk of this Flood Safety Plan and CA Water Code 9650.

Item	Covered in:	CA Water Code Section
District Flood Preparedness Procedures	EOP	9650 (b)(1)
District Levee Patrol Procedures	EOP and FCM	9650 (b)(2)
District Flood Fight Procedures	EOP and FCM	9650 (b)(3)
Evacuation Plan and Procedures	Referenced	9650 (b)(4)
District Flood Water Removal Procedures	FCM	9650(b)(5)
District Recovery and After-Action Follow up Procedures	EOP	9650 (b)(1)

1.2.1 PLAN NOMENCLATURE

While essentially the same in general concept, several key guidance documents have used different titles for this “local flood emergency plan”. California Water Code Section 9650-51 (AB156), which applies to all local Levee Maintaining Agencies (LMAs) protecting 1,000 or more people, calls it a “safety plan”. DWR documents referencing this statute tend to modify that title to “flood safety plan” or “levee safety plan”. The Comprehensive Preparedness Guide (CPG) 101 v.3.0 issued by the Federal Emergency Management Agency (FEMA) uses the term “Emergency Operations Plan”. **In order to avoid confusion, this plan will call the document referred to by all the titles listed above as a local “Flood Safety Plan.”** This term should be understood as addressing both the statutory requirement, the response gap identified in regional flood management plans, and the State planning priority enunciated in DWR policy documents.

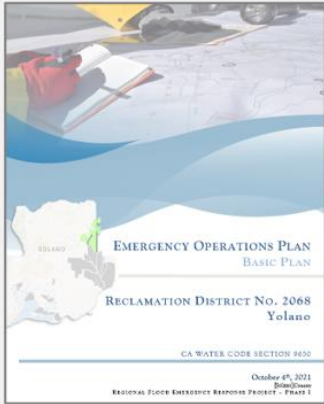
1.2.2 PLAN STRUCTURE

This Flood Safety Plan is structured as a traditional functional Emergency Operations Plan, in accordance with FEMA’s CPG 101 v.3.0. In accordance with this federal guidance, and in light of the limited complexity of levee maintaining agencies’ emergency organization, the Flood Safety Plan will consist of two parts: a written Emergency Operations Plan (EOP) – Base Plan and one hazard-specific annex (Annex A - Flood). This annex will be referred to as the Flood Contingency Map (FCM) within this document.

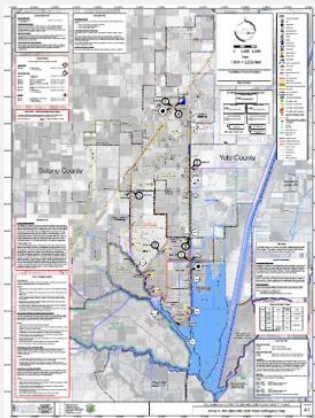
Flood Safety Plan

Composed of two major parts

1 EMERGENCY OPERATIONS PLAN BASE PLAN



2 FLOOD CONTINGENCY MAP



As stated previously, the Flood Safety Plan is composed of two parts as shown in the Figure 1. The FCM supplements the EOP by providing more specific and detailed field infrastructure information and procedures to facilitate field-level decisions and operations. Therefore, to use this Flood Safety Plan effectively, both elements must be used together.

Emergency Operations Plan (EOP)

The EOP is the written document that contains an overview of administrative District response procedures, emergency legal and spending authorities, and response activation triggers. While the majority of the plan is focused on administrative procedures, the response activation triggers may also contain critical field actions. Therefore, users should use this plan supplemented by the FCM.

Flood Contingency Map (FCM)

The FCM contains the District’s critical field information and procedures that guide field flood fight operations and coordination with other agencies. These GIS-based maps display critical levee and field information, and operational information across a series of text boxes. The GIS format allows for easy information sharing both horizontally and vertically.

This Flood Safety Plan also follows guidance of the National Response Framework and incorporates Standardized Emergency Management and National Incident Management System (SEMS/NIMS) concepts. Finally, this plan addresses response gaps identified in

FIGURE 1 | FLOOD SAFETY PLAN

the Regional Flood Management Plans and supports State emergency preparedness priority listed in the Central Valley Flood Protection Plan.

See Attachment 7 or a detailed crosswalk of how this Flood Safety Plan meets requirements of CA Water Code 9650(AB156).

SECTION 2 | CONCEPT OF OPERATIONS

2.1 SITUATION OVERVIEW

RD 2027 is a privately owned island with a small population of residents who are employed to maintain the island. There is a single access point to RD 2027, provided by a private bridge which connects Bacon Island to the southwest section of the RD 2027, crossing over Connection Slough. RD 2027 provides protection to a few residences, agricultural lands, and managed habitats, consisting of critical duck habitat.

Characteristics of Primary Waterways

There is a wide fetch east of RD 2027, making the island susceptible to wave runup at its northwestern-most section. The San Joaquin River runs along the northeast section of the District, and Middle River continues for the southeast edge of the District. The west side of the Districts is edged by Old River and Connection Slough.

See the San Joaquin County Office of Emergency Services for a comprehensive flood risk assessment of the County. See the FCM of this plan for District jurisdictional boundaries, levees, pumping stations, supply depots, historical flooding summary, locations of past breaches and areas of historic seepage or erosion, topography, and characteristics of waterways fronting District levees.

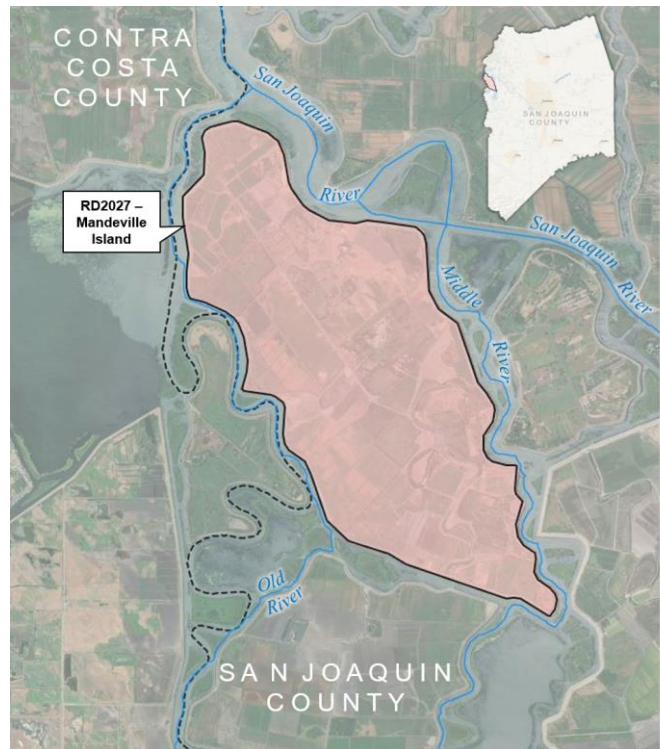


FIGURE 2 | OVERVIEW OF RD 2027

District staff will carry out routine preparedness activities at the beginning of flood season as described in this section. The FCM of this plan describes the concept of operations and protocols for District flood fight activities. Section 3, Organization and Responsibilities, of this document describes authorities and responsibilities for performing both routine and emergency activities

2.2 GENERAL APPROACH TO SEASONAL FLOOD PREPAREDNESS

RD 2027 personnel will carry out routine preparedness activities at the beginning of flood season as described in this section. The FCM of this plan describes the concept of operations and protocols for active RD 2027 flood fight activities. Section 3, Organization and Responsibilities, describes authorities and responsibilities for performing routine and emergency activities.

2.2.1 ROUTINE PREPAREDNESS AND INFRASTRUCTURE MAINTENANCE

District staff perform the following routine flood preparedness actions:

- Inspect levees in accordance with District operations & maintenance manual (District performs self-inspections twice annually). ConEx container staged next to Main Shop.
- Inspect and take inventory of District flood fight supplies as necessary

- Inspect access gates, drainage, and levee penetrations as necessary, per District standard operating procedures
- Attend pre-season flood coordination meetings
- Provide annual employee training in accordance with training policy (see Attachment 1)
- Conduct joint inspections of levees with State inspectors (twice annually)

District operations & maintenance programs available in separate documents.

2.2.2 MONITORING AND ANALYSIS


The **General Manager** will monitor and analyze throughout the flood season the water conditions, elevations, and forecasts for waterways affecting District levees for the purpose of promptly identifying heightened threats to the integrity of District levee and drainage systems. The objective of this monitoring effort is to identify objective conditions that warrant additional actions beyond routine flood season preparedness activities.

Datum Conversion

Unless otherwise noted, all elevations in this plan or displayed on the FCM use the NAVD88 datum (North American Vertical Datum, 1988) to remain consistent with DWR funding requirements, USACE (US Army Corp of Engineers), Federal Emergency Management Agency (FEMA), and DWR Statewide Emergency Response Grant requirements.

It is important to note that some local staff and/or CDEC gauges report elevations using the USED (US Engineering Datum), NGVD29 (National Geodetic Vertical Datum 1929), or an unknown local datum. Therefore, to use this plan, conversion factors are needed to convert CDEC reported values or direct staff gauge readings to NAVD88 where appropriate.

Gages listed below are used by the District for guidance for upstream and downstream conditions. Datum conversions are summarized in Table 1.

TABLE 1 – SUMMARY OF TRIGGERS AND DATUM CONVERSIONS		
District Local Staff Gages	District Local Triggers (New Datum, NAVD88)	District Local Triggers (Local Datum)
Bacon Island Rd. Bridge Marker On Old River Connection Slough	Level 1: Monitor 8.0	n/a
	Level 2: Flood 9.0	n/a
0 Datum used by Local Landmark: Conversion to (NAVD88): N/A		
CDEC / CNRFC Gages	DWR Triggers (New Datum, NAVD88)	DWR Triggers (Old Datum, NGVD29)
<u>VNCC1</u> Sac River Delta at Venice Island	Level 1: Monitor 8.0'	8.5'
<u>VNI</u> San Joaquin River at Venice Island	Level 2: Flood 9.0'	9.5'
 <p>Scan the QR code with your phone for VNCC1</p>		
0 Datum used by CDEC Reported Values: 0' NAVD88: Conversion to (NAVD88): $NAVD88 + 0.35' = NGVD29^1$ and rounded to the nearest 0.5 foot.		

The **General Manager** is responsible for monitoring gages and conditions to identify when triggers for taking additional action beyond routine flood preparedness are reached as described in Section 2.2.3. The District monitors for anticipated swells in river stage and monitor physical observation points (refer to the FCM) to take action.

Primary Monitoring Gauges and Information Sources

CDEC / CNRFC Gages

- San Joaquin River at Venice Island (CDEC Station ID – **VNI**) – NAVD88

Local Staff Gauges and Monitoring Points (See Annex A map for exact locations)

- Marker on **Bacon Island Rd. Bridge** on Old River

Secondary Monitoring Gauges and Information Sources

- California Data Exchange Center (CDEC)
- National Weather Service California-Nevada River Forecast Center forecasts
- Department of Water Resources Flood Operations Branch alerts

¹ VNI Conversion Source: DWR October 2006 Datum Change, [2006 Datum Change \(ca.gov\)](#). Rounded to the nearest 0.5'.

- Local waterway conditions as monitored by District staff

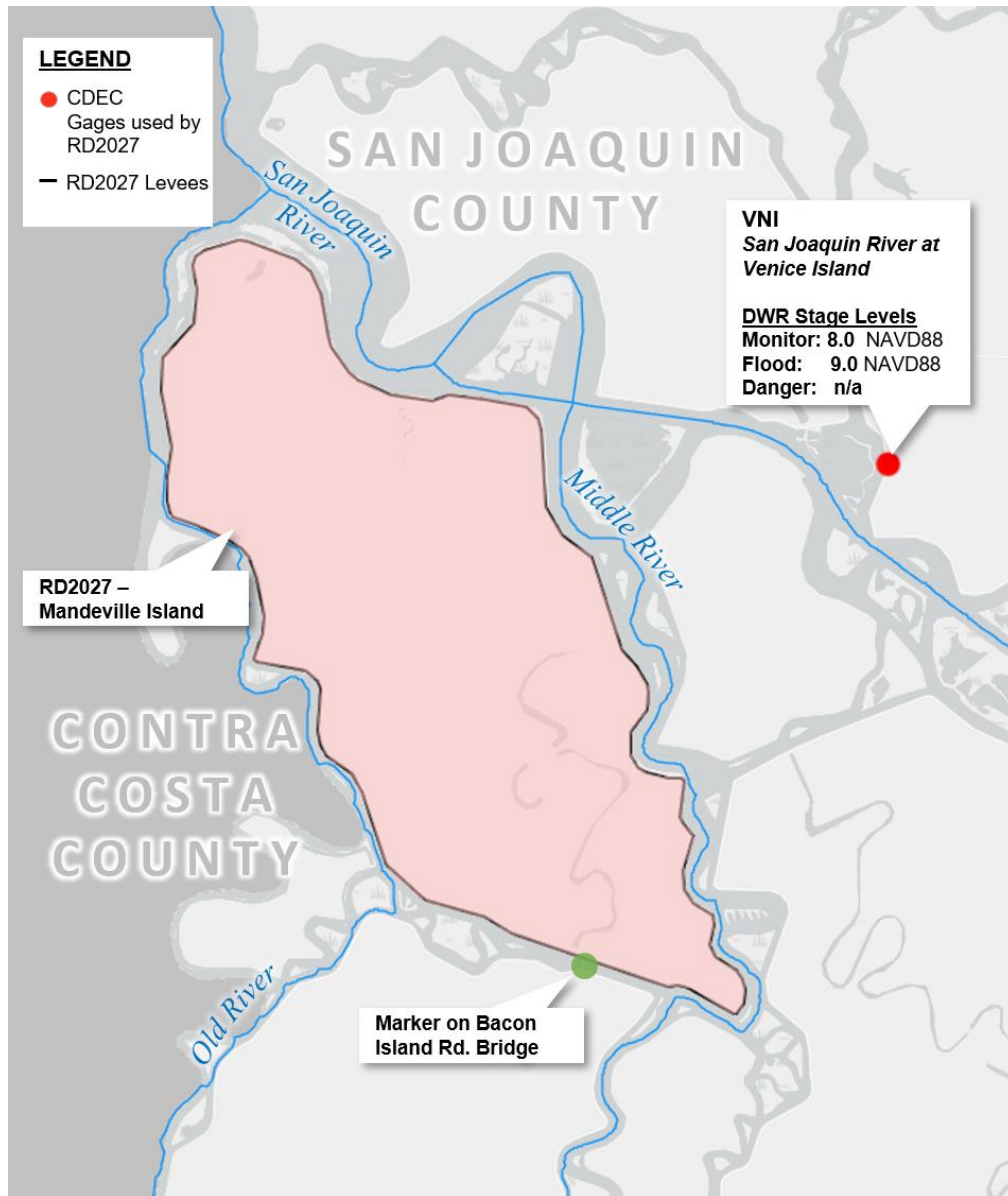


FIGURE 2 | RD2027 PRIMARY GAGE STATIONS

2.2.3 ALERTING, ACTIVATION, AND INITIAL RESPONSE


Gages and information sources previously identified will be monitored to detect the following objective conditions which will trigger the response actions shown below each. The following guidance conditions and respective required actions are hereby established and presented in Table 2 on the following page.

The triggers and actions described herein have been developed based on years of historical experience with high water and flood events on this levee system, guidance provided by the USACE, the District’s USACE O&M Manual, and DWR. Guidance in Table 2 is not intended to restrict the District, or others concerned, to a rigid set of rules for every condition that may arise. Triggers and actions are to be used as recommended guidance, that may be changed and adjusted to meet the needs of a future flood event.



TABLE 2 – TRIGGER ELEVATIONS AND RESPONSE ACTIONS

THREAT TO LEVEE INTEGRITY		
Condition	Action(s)	Action Taken? Yes/No If No, Explain
<p><u>Threat to Levee Integrity</u> Identification, or verified report, of any out of the ordinary condition on the Districts’ levee system that presents a potential risk of levee failure</p>	<ol style="list-style-type: none"> 1. The RD 2027 General Manager will notify the Board of Trustees, and District Engineer of imminent threat. 2. A Delegation of Authority Letter is issued confirming a RD 2027 Incident Commander (Attachment 2). 3. RD 2027 Incident Commander activates District personnel and arranges safety/staking briefing, and if possible, SEMS/NIMS review. 4. RD 2027 Incident Commander activates response functions as needed in accordance with Incident Command System (ICS) protocols and field response procedures outline on the Flood Contingency Map. 5. RD 2027 Incident Commander initiates action to prevent levee failure and restore levee condition. 6. RD 2027 Incident Commander contacts County OES and confers on the advisability of a proclamation of local emergency, if not already issued. 7. RD 2027 Incident Commander notifies the State/Federal Flood Operations Center. 8. RD 2027 considers executing Emergency Resolution (Attachment 4) or Notification of Emergency (Attachment 5), if not already. 	

LEVEL 1 - MONITOR	Action Taken?
<p>San Joaquin River at Venice Island (VNI) reaches 8.0 ft (NAVD88) AND forecast to rise</p>	<p><u>Yes/No</u> If No, explain</p>
<p>District General Manager notifies District Board and San Joaquin County OES via email that Monitoring Stage has been reached.</p> <p>San Joaquin County OES oesdutyofficer@sjgov.org (209) 953-6200</p>	
<p>District General Manager identifies contract staff (temporary laborers) and/or volunteers and conducts a safety briefing. General Manager asks volunteers to watch Just in Time Training Videos in preparation for levee patrols.</p> <p>Just in Time Training Videos www.musrflood.squarespace.com</p>  <p>Video 0101 – Basic Duties, Safety, and Worker’s Compensation (7 minutes) Video 0102 – Levee Patrol Equipment and Procedures (6 minutes) Video 0103 – Helping Document Costs (1.5 minutes)</p>	
<p>District General Manager initiates 12-hour patrols in accordance with District patrol plan.</p> <p>See Levee Patrol Plan Text Box on the Flood Contingency Map.</p>	
<p>Confirm District flood fight materials and equipment inventory, if not already during preseason activities.</p>	
<p>Notes:</p>	

LEVEL 2 - FLOOD	Action Taken?
San Joaquin River at Venice Island (VNI) reaches 9.0 ft (NAVD88) AND forecast to rise	<u>Yes/No</u> If No, explain
Perform all actions listed under previous stage and following additional actions.	
The District General Manager notifies District President, Board of Trustees District Engineer that Flood stage has been reached.	
<p>A Delegation of Authority letter is issued confirming an RD 2027 Incident Commander (see Attachment 2), if not already done. A copy is provided to San Joaquin County OES.</p> <p style="text-align: center;">San Joaquin County OES oesdutyofficer@sjgov.org (209) 953-6200</p> <p>The RD 2027 Incident Commander contacts San Joaquin County OES and confers on the advisability of a proclamation of local emergency, if not already issued.</p> <p>If necessary, District Incident Commander will activate existing standing contracts for additional labor, or may request anticipated CCC crews from San Joaquin OES.</p>	
<p>District Incident Commander increases levee patrols to 24-hr continuous patrols.</p> <p>See Levee Patrol Plan Text Box on the Flood Contingency Map.</p>	
<p>Notes:</p>	

2.3 PUBLIC ALERT AND WARNING

The jurisdictions identified below have the responsibility for providing emergency services to the general public within RD 2027. The District will promptly notify these jurisdictions of identified concerns with their levees or internal drainage system in accordance with the San Joaquin Operational Area protocols and will provide detailed information on the characteristics of the threat.

- San Joaquin County Office of Emergency Services
- San Joaquin County Sheriff's Department

The District will coordinate operations with these jurisdictions through the San Joaquin Operational Area. Response procedures for above public safety agencies will be found in agency emergency plans and the San Joaquin Emergency Operations Plan.

2.4 FLOOD FIGHT OPERATIONS

Flood fight operations, including levee patrol, will be conducted in accordance with the procedures in this Base Plan and those shown on the FCM. The FCM displays the District's concept of operations for emergency communications, patrol, flood fight, and dewatering operations. **This concept of operations will be modified as needed to meet the demands of actual emergency conditions.** Plans of jurisdictions with responsibility for warning and evacuation within the District are referenced on the FCM as well as in this EOP.

2.5 FEDERAL AND STATE DISASTER ASSISTANCE

The policy of RD 2027 is to maintain mitigation and emergency plans and procedures in order to remain eligible for disaster assistance under the federal Stafford Act, the California Disaster Assistance Act (CDAA), and PL84-99 program. The District is currently making progress on existing Systemwide Improvement Framework (SWIF) plan to improve physical condition of its levees to the level required to be eligible for disaster assistance the PL84-99 program. Emergency operations will be conducted and documented in compliance with conditions of those programs for reimbursement of disaster expenses.

Maintain Documentation

RD 2027 has assigned its **General Manager** to maintain documentation during an emergency necessary for receipt of such assistance.

The District has the ability through the use of their Accounting System to track costs and resources specific to a drainage or levee section on a daily basis during a potential emergency or disaster event.

Experience has shown that minimum documentation for State and Federal assistance should include:

- Date/time stamped photographs of developing and progressing flood problems and emergency work
- Inventories and records of supplies, equipment, staff or contract hours, used per site
- GPS locations, including extents of damage/or areas of flood fighting.

Follow the SEMS/NIMS Ladder for Assistance Requests

INCIDENT
LOCAL
COUNTY
STATE
FEDERAL

Figure 3. The emergency begins at the local level, and requests can be made once each agency has exhausted their resources. **A critical step of accessing State and Federal assistance programs, is to request that San Joaquin County proclaim a local emergency.**

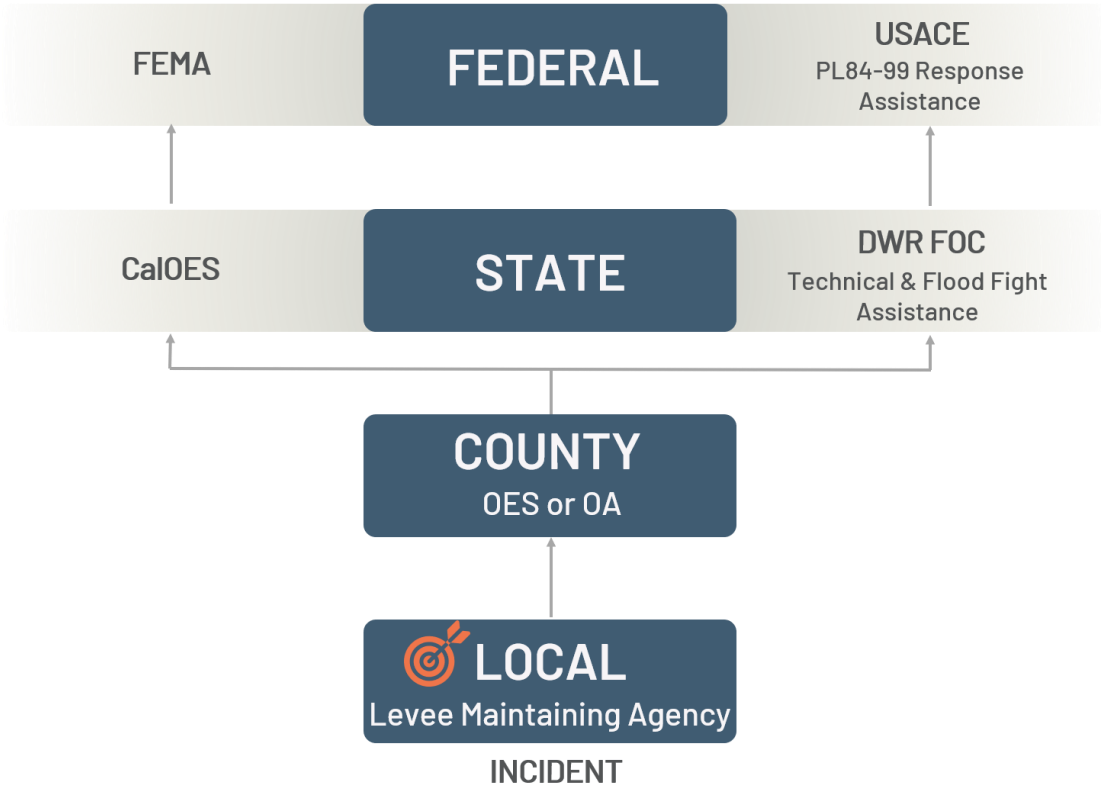


FIGURE 3 | SEMS/NIMS LADDER

SECTION 3 | ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

3.1 ORGANIZATION

The District will use its paid, contract, and volunteer staff as shown below to perform its responsibilities in a flood emergency. This day-to-day organizational structure will transition to an Incident Command Structure (ICS) structure as shown on the FCM once the District enters an emergency situation, as triggered by conditions outlined in Section 2.2.3.

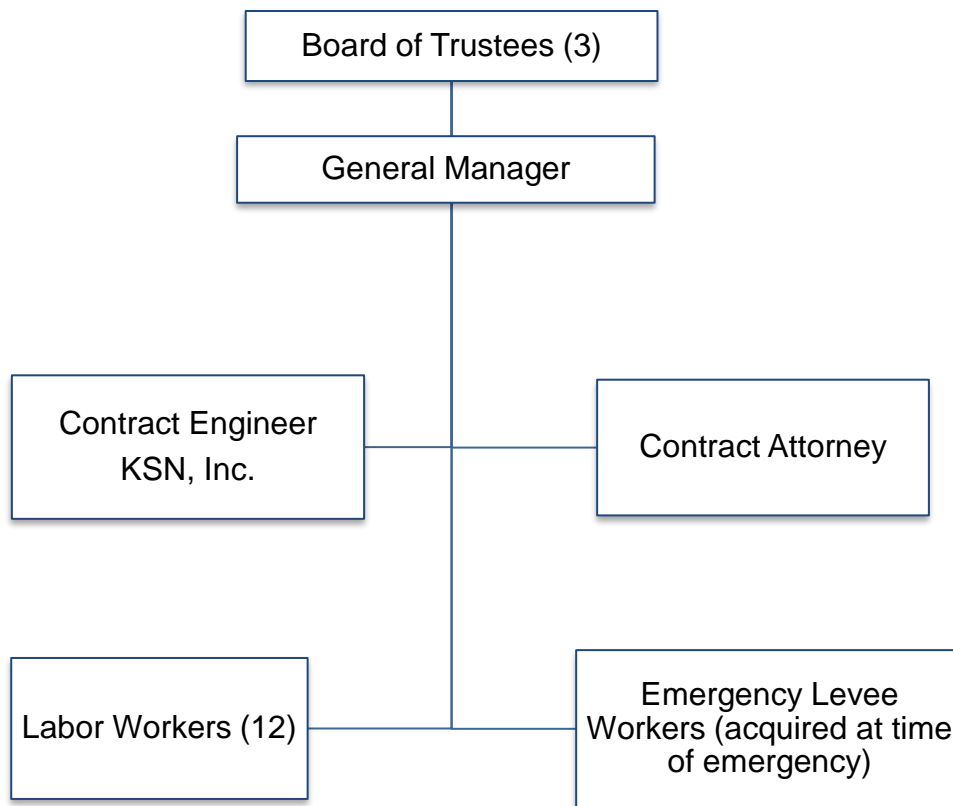


FIGURE 4 | ORGANIZATIONAL STRUCTURE

RD 2027 establishes through approval of this plan the additional job description and function of “Emergency Levee Worker” for the purpose of hiring, acquisition of volunteers, or re-assigning of District staff duties to support emergency operations. Volunteer emergency levee workers recruited through County Disaster Service Workers (DSW) Program or acquired at the time of an emergency or emergency levee workers acquired directly

through hire or re-assignment will work under the appropriate District Incident Commander. All volunteers will be registered with the San Joaquin County OES as DSWs.

3.2 ASSIGNMENT OF RESPONSIBILITIES

The Board of Trustees of RD 2027 has made the following assignments of authority and responsibility to ensure that needed emergency actions can be taken promptly and efficiently.

3.2.1 MAKE LEGAL AND FINANCIAL COMMITMENTS ON BEHALF OF THE DISTRICT

Normal purchasing and contract authorities remain in effect. Upon designation of a RD 2027 Incident Commander in accordance with trigger conditions of **Section 2.2.3**, the following additional policy will be effective with those normal authorities:

District Emergency Procurement Policy

Upon appointment of the RD 2027 Incident Commander in accordance with Section 2.2.3 and Section 4.2.1, the RD 2027 Incident Commander is authorized to make the necessary expenditures or contracts required to correct threats to levee integrity upon consultation with Board President as soon as feasible. Members of the Board of Trustees will be notified of such purchase or contract decisions as soon as practical and/or consistent with the needs of the emergency. The District Incident Commander shall follow the emergency procurement procedures shown in **Section 6.3**.

3.2.2 REPRESENT DISTRICT IN SAN JOAQUIN COUNTY OPERATIONAL AREA MULTI-AGENCY COORDINATION (MAC) GROUP

District Engineer

3.2.3 PROVIDE PUBLIC INFORMATION

District President or designee

3.2.4 MAINTAIN EMERGENCY EQUIPMENT, SUPPLIES, AND RESOURCES

General Manager

3.2.5 MONITOR WATER CONDITIONS, ELEVATIONS, AND FORECASTS

Level 1: General Manager, District Engineer, or designee

Level 2: General Manager, District Engineer, or designee

3.2.6 ACQUIRE AND/OR DIRECT INCIDENT STAFF DURING EMERGENCY OPERATIONS

Level 1: District Engineer

Level 2: District Engineer

3.2.7 DOCUMENT EXPENDITURES, EMERGENCY ACTIONS, AND REQUESTS FOR MUTUAL AID

Level 1: General Manager, Attorney, or designee

Level 2: General Manager, Attorney, or designee

SECTION 4 | DIRECTION, CONTROL, AND COORDINATION

4.1 MANAGEMENT OF DISTRICT OPERATIONS AND COORDINATION WITHIN DISTRICT

District staff authorized and responsible for carrying out the actions outlined in Section 3, Organization and Responsibilities will use the direction, control, and coordination facilities and processes described in this section. Communications and logistics systems for command, coordination, and response are described in Sections 5 and 6.

District staff will use the National Incident Management System (NIMS), and the Standardized Emergency Management System (SEMS), to organize District response activities. District staff will comply with the procedures of any established field Unified Flood Fight Command to which the District is assigned, the Multi-Agency Coordination System (MACS) of its Operational Area or any other “as needed” command structure put in place by local officials (San Joaquin County OES/Sheriff) for purposes of inter-agency coordination.

4.1.1 MANAGEMENT AND POLICY

The District shall maintain direction and control of District operations during emergency periods. The District Board shall meet and confer as deemed necessary by the District Management during emergency operations to perform their policy making and financial responsibilities during emergency response operations. District meetings will occur in the field or at the office of the District.

District will issue a Delegation of Authority letter (see Attachment 2, pg. 29) upon reaching an emergency conditions, as triggered by the condition indicated in Section 2.2.3.

4.1.2 DISTRICT INCIDENT COMMAND

The District will appoint one Incident Commander to manage all threats to levee integrity or needed containment actions on its levee system as a single Incident Complex during any single flood event as allowed and defined in NIMS protocols. The District will operate on a 24-hour operational period and issue an Incident Action Plan (written or verbal) outlining District response objectives at the beginning of each operational period.

District Incident Commander Protocol:

The Board of Trustees of RD 2027 authorize, through the approval of this plan, the **General Manager or designee** to assume the position of RD 2027 Incident Commander in accordance with the trigger conditions of Section 2.2.3. In that case, the **General Manager or designee** will distribute the signed Delegation of Authority Letter (see Attachment 2) to District staff, Central Delta Unified Flood Fight Command, and San Joaquin OES. The General Manager or designee is furthermore authorized to delegate the RD 2027 Incident Command function to another staff member if appropriate through issuance of a Delegation of Authority Letter which will also be distributed to District staff and San Joaquin Operational Area by the **General Manager or designee**.

4.1.3 INCIDENT COMMAND FACILITIES

District field command post, upon activation, will be located at:

District Field Command Post: Ranch Office on Island

Other incident command tactical facilities (e.g. staging areas, helispots) for District are as shown on the FCM.

4.2 MANAGEMENT AND COORDINATION WITH OTHER JURISDICTIONS

The General Manager or designee will ensure that proper management and coordination is maintained with the following:

- Other public agencies and jurisdictions operating within the District,
- Neighboring levee maintaining agencies through the Central Delta Unified Flood Fight Command, and
- San Joaquin County OA.

The following procedures, described in section 4.2.1 through 4.2.4, will be followed to accomplish this function.

4.2.1 UNIFIED FLOOD FIGHT COMMAND

San Joaquin County has established pre-planned unified flood fight commands with pre-identified command post locations to facilitate coordination and mutual aid between neighboring levee maintaining agencies and their supporting city, county, fire district, state, and federal agencies. The District will participate in the Central Delta Unified Flood Fight Command, or process established by the San Joaquin Operational Area. Unified activation, situation assessment, resource sharing, and joint flood fight strategy planning for multiple agencies will take place within the operational protocols outlined in the Central Delta Unified Flood Fight Command map.



See San Joaquin County Unified Flood Fight Command map: <https://www.sjmap.org/oesfcm/pdfs/UnifiedFloodFightCommands.pdf> or scan this QR code with your phone's camera.

4.2.2 OPERATIONAL AREA (OA) EMERGENCY OPERATIONS CENTER

The County of San Joaquin maintains and hosts the Operational Area (OA) and emergency operations center (EOC).

Primary Operational Area EOC location: 2101 E. Earhart Ave, #300, Stockton, CA 95202

The San Joaquin Operational Area will prioritize allocation of resources including mutual aid, perform information sharing, and conduct coordination processes in accordance with San Joaquin County OES.

The OA Planning/Intelligence Section will provide disaster information and situation status to participating jurisdictions upon activation in an emergency. This District will participate in this disaster information sharing process. See relevant San Joaquin County plans and procedures.

The District will communicate with the San Joaquin Operational Area through cellular telephones or physical participation in Operational Area management meetings. In addition, the District will communicate with the San Joaquin Operational Area through participation in the Central Delta Unified Flood Fight Command

4.2.3 STATE-FEDERAL FLOOD OPERATIONS CENTER

The Department of Water Resources has special authority under Water Code Section 128 to assist LMAs with flood fight operations. The Department of Water Resources maintains the State-Federal Flood Operations Center (FOC) to perform these functions and support the operations of other State and Federal agencies. Once County OES has submitted an assistance request on behalf of the District, the District will maintain communications with the FOC in order to receive and provide information with that facility and to request technical assistance.

The District will communicate with the State-Federal Flood Operations Center through cellular telephones, internet email, participation in the Central Delta Unified Flood Fight Command, or through the San Joaquin Operational Area when State and Federal representatives are present.

4.2.4 OPERATIONAL AREA JOINT INFORMATION CENTER

Public Information to the general public will also be coordinated, planned, and carried out through the San Joaquin Operational Area Public Information Officer (PIO) or Joint Information Center (JIC) if activated. The District will assist by providing risk communication as requested through the Operational Area. See relevant San Joaquin County EOP, plans and procedures for more information.

The **District will provide a PIO**, as requested, who will have authority to approve information releases to San Joaquin County. The District PIO will coordinate and work directly with the San Joaquin Operational Area at the beginning of the flood event.

4.3 ESSENTIAL SERVICES BUILDINGS

In accordance with CA Water Code 9650, any new buildings within the District's protected area, in which the inhabitants are expected to be essential service providers, must meet criteria (A) and (B):

- (A) The building is located outside an area that may be flooded; and
- (B) The building is designed to be operable shortly after the floodwater is removed.

“Essential Services Building” includes any building used (or designed to be used), or any building that a portion of which is used (or designed to be used), as a hospital, fire station, police station, or jail. These buildings would also include sheriff's offices, emergency operations centers, and emergency communications centers.”

Levee maintaining agencies do not have the authority to regulate development. However, the District is a participating agency in the San Joaquin County Local Hazard Mitigation Plan, where it was agreed that the agency responsible for the regulation of development is San Joaquin County Flood Control and Water Conservation District. As stated in Elements C and D of the San Joaquin County Local Hazard Mitigation Plan, Revised 2017, the San Joaquin County Community Development Services Department currently regulates development (including essential services buildings) within flood hazard areas in accordance with the National Flood Insurance Program's minimum standards and requirements set forth in Chapter 9-1605. Flood Hazards of the San Joaquin County Code of Ordinances.

Agency responsible for regulating development: San Joaquin County Community Development Services Department

SECTION 5 | COMMUNICATIONS

5.1 COMMUNICATIONS ORGANIZATION

The District will maintain adequate communications equipment to implement this emergency plan. This section identifies equipment and/or systems available for communications:

- Between District staff, contractors, and other staff working under District supervision
- With other public agencies operating within the District
- With neighboring Districts
- With the San Joaquin Operational Area EOC
- With the State Flood Operations Center

5.2 INTERNAL AGENCY COMMUNICATIONS

District landline, cellular telephones, email, courier, virtual meetings, and physical participation in meetings.

5.3 COMMUNICATIONS WITH OTHER JURISDICTIONS

District landline, cellular telephones, email, courier, virtual meetings, and physical participation in meetings.

5.3.1 SAN JOAQUIN OPERATIONAL AREA EOC

District landline, cellular telephones, email, courier, virtual meetings, and physical participation in meetings.

5.3.2 DEPARTMENT OF WATER RESOURCES STATE-FEDERAL FLOOD OPERATIONS CENTER

Cellular telephones, district landline, email, virtual meetings, and physical participation in meetings

SECTION 6 | LOGISTICS AND FINANCE ADMINISTRATION

6.1 MUTUAL AID

The District is a member of the California Master Mutual Aid Agreement by virtue of being located within San Joaquin County who is a signatory to that agreement and will follow the processes outlined in those documents for requesting and providing mutual aid through standard and established protocols. Additional requests for support outside of the established Mutual Aid systems such as requests for technical assistance and services, flood fight crews, supplies and materials, and other resources will be made through the San Joaquin Operational Area EOC as appropriate.

In the event **technical assistance, flood fight assistance, or flood fight supplies from DWR or USACE** are needed, the SEMS/NIMS process must be followed:

1. RD 2027 Incident Commander will contact San Joaquin **County OES** to request technical assistance, flood fight assistance, or supplies via email and phone if necessary:

San Joaquin County
24-hr Duty Officer
oesdutyofficer@sjgov.org
(209) 953-6200

San Joaquin Sheriff's Dispatch, request San Joaquin County OES Duty Officer
(209) 468-4421

2. If San Joaquin County has exhausted resources, the County may forward request to **DWR's Flood Operations Center (FOC)**

FOC 24-hr Number: (916) 576-2619
Email: flood_center@water.ca.gov

6.2 RESOURCES

See **Attachment 3** for District pre-event inventories and stockpiles of flood fight resources and location(s) where they are stored during pre-event period.

6.3 PROCUREMENT

In the event of the issuance of a proclamation of local emergency by San Joaquin County, or issuance of an emergency resolution by the District Board, the following emergency procurement procedures will be followed by RD 2027:

District will maintain standard forms for initiating and executing emergency contracts and purchase orders with private vendors in accordance with Public Contract Code Article 60.5 (Sections 20920-20927 and 22050); see Attachment 4. The District maintains a standard contract form for contracts under \$25,000 which do not require a formal public bid process. The District maintains a separate contract form for all contracts for any improvement or unit of work, or for materials or supplies over \$25,000 adding a formal bidding process whereby the District shall be responsible for awarding to the to the lowest responsive, responsible bidder except as otherwise provided below.

In the event of any emergency, the District may negotiate and award a contract for the construction of work to prevent damage or repair damaged works without advertising for bids and expend any sum reasonably required in the emergency; however, the District will attempt to award contracts in a less formal bid environment (i.e. 2-3 telephone bid prices), if practical in light of the emergency. If notice for bids will not be given, the District shall comply with Chapter 2.5 of the California Public Contract Code (commencing with Section 22050).

Separate Emergency Filing System

District staff will establish a separate filing system for expenditures or financial documents pertaining to responding to the emergency. The filing system will be organized by date and vendor and work (incident) site. All contracts, purchase orders, invoices, and payment documentation will be notated with the levee site(s) where the services or materials acquired were used. The office personnel maintaining this filing system will cross reference the information and location of these files with the District Incident Commander each morning when the District Incident Action Plan (IAP) is issued.

Emergency Financial Documentation

Documentation concerning the acquisition of volunteers, mutual aid resources, and emergency hires will also be maintained in this filing system. The office staff maintaining this filing system will verify the locations where resources or personnel are being used with the RD 2027 Incident Commander each morning when the Incident Action Plan (IAP) is issued.

6.4 LOGISTICS FACILITIES

See **Flood Contingency Map (FCM)** for locations of pre-planned delivery points, locations of District supplies, and District supply staging areas and other logistics facilities.

6.5 FINANCE AND ADMINISTRATION

The District will maintain financial and administrative records associated with emergency response in accordance with *44 C.F.R. Part 13--Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*. Emergency construction records, including field reports, procurement and construction management files will be maintained by **District Engineer or designee**. District will maintain a safety plan for employees and work rules as appropriate.

Normal District work rules and financial procedures will remain in effect during the emergency period except where modified or supplemented by procedures in this plan or issued by the District Board at the time of the emergency.

The **District Engineer, General Manager, and/or designee** will maintain and ensure compliance with District financial and administrative procedures during an emergency period to include compliance with any special procedures that may be appropriate to emergency operations and in accord with Board policies.

SECTION 7 | PLAN DEVELOPMENT AND MAINTENANCE

7.1 PLAN DEVELOPMENT AND MAINTENANCE

The District Board of Trustees is responsible for overseeing the development of this RD 2027 Flood Safety Plan, which is comprised of the EOP-Base Plan and Flood Contingency Map (Annex A - Flood). The General Manager or designee is responsible for performing an annual review of this plan to determine the need for revisions or updates and issue authorized to approve routine updates and revisions.

The District Board will approve this plan when initially completed and will formally review and re-approve the Emergency Operations Plan and Flood Contingency Map at least every two years.

7.2 TRAINING AND EXERCISES

The District will comply with the San Joaquin County Training Program(s) to ensure effective implementation of this emergency operations plan and to meet minimum federal and state requirements for disaster reimbursement. All District training will comply with the National Incident Management System (NIMS) and the Standardized Emergency Management System (SEMS).

All District trustees, employees, and volunteers who have emergency assignments or who are assigned to the “emergency levee worker” job function will receive NIMS/SEMS training in accordance with the District Training Policy shown in Attachment 1. In addition, District employees will receive training on the following subjects:

- District Flood Safety Plan (EOP – Base Plan and FCM);
- DWR Flood Fight Methods; and
- Just in Time Training Program (www.musrflood.squarespace.com)



Scan the QR code with
your phone to reach the Just in Time Training webpage

District staff will participate in internal exercises and exercises sponsored by the San Joaquin Operational Area.

7.3 PLAN EVALUATION

The District Engineer will participate in the preparation of a written after-action report with the Operational Area after any emergency affecting District levees where a proclamation of local emergency was issued or an emergency resolution by the District Board.

The District Board will formally review the after-action report which will briefly describe District operations, any response problems that arose, and damage sustained by the District. The after-action report will also contain recommendations for improving flood emergency operations in the future. The District Board will provide direction to District staff as to the preparation of changes, additions, or revisions to the District flood safety plan.

SECTION 8 | AUTHORITIES AND REFERENCES

Federal

- Federal Civil Defense Act of 1950 (Public Law 920, as amended)
- Robert T Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288, as amended)
- Comprehensive Preparedness Guidance (CPG) 101 v. 3.0
- National Incident Management System (NIMS) Complexity Guide, January 2021
- National Incident Management System (NIMS) Training Program Manual, September 2011
- National Incident Management System (NIMS) Training Program, Summer 2021

State

- California Emergency Services Act (Chapter 7, Division 1 of Title 2 of the Government Code)
- Standardized Emergency Management System Regulations (Chapter 1 of Division 2 of Title 19 of the California Code of Regulations)
- Guide to Developing a Local Flood Safety Plan (January 2014)
- California Water Code, Section 9650-51 (AB156)

Local

- [San Joaquin County Emergency Operations Plan, February 2022](#)
- [Central Delta Unified Flood Fight Command Map](#)

SUMMARY OF ATTACHMENTS

Attachment 1 – Emergency Response Training Policy

- Outlines the District’s training policy, to be adopted by the Board of Trustees

Attachment 2 – Delegation of Authority Letter (Alternative to Attachment 2: Attachment 4)

- Approved ahead of the emergency via adoption of the District’s Emergency Operations Plan
- Documents the date/time that an Incident Commander is appointed
- Documents that the Incident Commander has made an “Emergency Finding” (in accordance with Section 2.2.3)
- Letter to be distributed to San Joaquin County OES, CA DWR, USACE, and other partners

Attachment 3 – LMA Flood Fight Supply Inventory

- Documents the District’s latest flood fight supply inventory
- To be updated every pre-flood season

Attachment 4 –Local Emergency Resolution Template

- Proclaim a Local Emergency
- Appoints an Incident Commander
- Defines who can make an emergency finding (determine that have an emergency condition)
- Defines authorities and spending limits of Incident Commander

Attachment 5 – Regulatory Resolution Template

- Notifies the USACE that an emergency exists and that emergency work will take place
- Asks USACE to notify all appropriate agencies as necessary

Attachment 6 – District Emergency Contract

Attachment 7 – Flood Safety Plan Components Which Meet CA Water Code 9650-51 (AB156)

ATTACHMENT 1: EMERGENCY RESPONSE TRAINING POLICY

Reclamation District 2027 – Mandeville Island Emergency Response Training Policy

The Board of Trustees of Reclamation District 2027 – Mandeville Island (District) hereby adopt the National Incident Management System (NIMS) for organizing emergency response activities. The Boards further establish the following emergency response and training policies in conformance with the Mid and Upper Sacramento River Regional Flood Response Training Program.

Emergency Response

In an emergency, the governing bodies are responsible for determining general response policy and performing financial oversight. The duly appointed Incident Commander(s) are responsible for organizing response activities in District’s area of protection, supervising any hired staff or contractors working for the County or fire protection agencies, and coordinating with outside agencies. The County hereby establishes the position of Emergency Levee Worker for purposes of hiring or re-assigning staff at the time of the emergency for levee patrol and basic flood fight duties.

National Incident Management System Training Guidance

In regard to meeting national and State training requirements, the District will comply with the provisions of the National Incident Management System Training Program Manual (September 2011 and Summer 2020) and any subsequent revisions to those documents. The District will also comply with California Standardized Emergency Management System (SEMS) training requirements.

The NIMS Training Program Manual indicates that federal training guidance is not absolute and that organizations should tailor their training to the level of incident complexity that their staff would potentially manage. After careful review of the definitions of incident complexity levels ^{2,3}, this Board has determined that District responsibilities to patrol its levees and respond to threats to levee structural integrity would require District personnel to manage Type 4 incidents. Training requirements outlined below meet NIMS training recommendations for Type 4^{4,5} and SEMS training requirements.

Board of Trustees

At least one member of the Board of Trustees will complete the G-0402, Incident Command System Overview for Executives and Senior Officials and the SEMS Executive Course, which will include SEMS/NIMS familiarization.

In the event that individuals have not completed the training at the time of activation, or more than 2 years have lapsed since training was completed, trustee(s) may complete the Just in Time Training Program’s Module 0400 – Flood Response Organization, which can be accessed through musrflood.squarespace.com. Training shall be documented in a self-certification sign-in sheet.

²National Incident Management System (NIMS) Complexity Guide, January 2021, pages 5-12

³National Incident Management System (NIMS) Training Program Manual, September 2011, page 16

⁴Ibid. pages 17-18

⁵National Incident Management System (NIMS) Training Program, Summer 2020, pages 13-14

Individuals Serving as Incident Commander

Individuals appointed as RD 2027 Incident Commander and Deputy Incident Commander, at the time of the emergency shall have completed, at a minimum, the SEMS Introduction, ICS-100 Introduction to the Incident Command System, ICS-200 ICS for Single Resources and Initial Action Incidents, and IS-700 NIMS An Introduction courses to meet Type 4 incident management requirements.

In the event that neither individual has completed those courses prior to this assignment, then such individuals may complete the Just in Time Training Program, accessible at musrflood.squarespace.com:

- **100 Module** – The Emergency Levee Worker, and
- **400 Module** – Flood Response Organization (particularly 0406 - The Incident Commander Position)

Staff, Personnel, and Volunteers Working as Emergency Levee Workers

Staff hired or transferred to serve as Emergency Levee Workers at the time of an emergency may complete the following modules of the Just in Time Training Program, accessible at musrflood.squarespace.com:

- **100 Module** – The Emergency Levee Worker
- **200 Module** – Levee Threat Monitoring Guidelines (for relevant levee issues)
- **300 Module** – Basic Flood Fight Methods
- **400 Module** – Flood Response Organization (if time permits)
- **500 Module** – The Flood Safety Plan

The Just in Time Training Program includes a summary of the SEMS Introduction, IS-100, IS-200, and IS-700 courses, levee monitoring procedures, basic flood fight methods, and safety information for their emergency duties prior to beginning work. In addition, such personnel will receive tailgate safety briefings for specific, complex emergency work that they may be called upon to perform.

This policy was hereby approved by the Board of Trustees of RD 2027 on _____.

By:

President
Reclamation District 2027 – Mandeville Island

ATTACHMENT 2: DELEGATION OF AUTHORITY LETTER

RECLAMATION DISTRICT 2027 – MANDEVILLE Island DELEGATION OF AUTHORITY LETTER

As of _____ hrs, _____, I have assumed/delegated the authority and responsibility
(date) (time) (circle one)
the complete management of the Reclamation District 2027 – Mandeville Island

(Name of Incident)

Incident to _____ acting as District
(Name of Individual/s)

Incident Commander and Deputy Incident Commander respectively.

Instructions

As Incident Commander and Deputy Incident Commander, you are accountable to me and the Board of Trustees for the overall management of this incident including, but not limited to, control and supervision over District staff and contractors. I expect you to adhere to relevant and applicable laws, policies, and professional standards.

My general considerations for management of the incident are:

1. Provide for safety of District staff and other stakeholders.
2. Keep the Board and District Secretary informed of key actions, and the situation.
3. Comply with the District’s Emergency Operations Plan and document conditions requiring its modification.

My specific directions and clarifications of authority for this incident are:

- 1.
- 2.
- 3.

President, Board of Trustees of RD 2027

Date

ATTACHMENT 3: DISTRICT FLOOD FIGHT SUPPLY INVENTORY

Insert District flood fight supply inventory

ATTACHMENT 4: EMERGENCY RESOLUTION TEMPLATE

RESOLUTION OF THE BOARD OF TRUSTEES Reclamation District 2027 – Mandeville Island

Emergency Meeting Date: _____

RESOLUTION No. _____

WHEREAS, [describe event]

WHEREAS, the RD 2027's engineer was notified of these issues and contacted Reclamation District 2027 – Mandeville Island Board of Trustees; and,

WHEREAS, upon notification of the possibility of levee failure, the President and RD 2027's attorney determined it was necessary to consider declaring an emergency and evaluate the possibility of levee failure.

NOW, THEREFORE, THE BOARD FINDS AND APPROVES AS FOLLOWS:

1. That the potential for _____ is high and that likely to constitutes a grave and immediate danger to the health and safety of the inhabitants within RD 2027's area of protection.
2. The immediate danger presented by _____ requires that the Board proclaim an emergency within RD 2027's boundaries pursuant to Government Code section 54954.2(b)(2), Water Code sections 50652, 50900, 50932. Public Contract Code section 1102, and Public Resources Code section 21060.3, and all other authorizations.
3. The needs of this emergency do not allow any notice prior to the Board meeting, as authorized by Government Code section 54956.5(a)(2), and by this proclamation of emergency the Board also authorizes _____ to assume the position of Incident Commander.

OR

3. The needs of this emergency only allow for a one-hour notice prior to the Board meeting, as authorized by Government Code section 54956.5(a)(1) and (b)(2) and by this proclamation of emergency the Board also authorizes _____ to assume the position of Incident Commander.
4. The Incident Commander will be accountable to the Board of Trustees for the overall management of the incident, including control of District personnel and contractors. The Incident Commander is authorized to make legal and financial commitments to correct threats to levee integrity, on behalf of RD 2027, in accordance with the Items 4 - 7 of this resolution.

5. After consultation with RD 2027's district engineer, it was [or is] estimated that immediate repair of the levee will [or will not] exceed \$25,000, which, under Public Contract Code Section 20921, is the limit for public contracts let without a public bidding.
6. Pursuant to Public Contract Code section 20926, in the event of an emergency the Incident Commander as appointed by a minimum 3/4 vote of the District Board of Trustees may negotiate and award a contract for construction of work to prevent damage or repair damaged works without advertising for bids and expend any sum reasonably required in the emergency. If notice for bids to let contracts is not given, the Board shall comply with Section 22050 of the Public Contract Code.
7. Pursuant to Public Contract Code Section 22050, the Board finds, based on substantial evidence, that this emergency will not permit the delay resulting from a competitive solicitation for bids and that this action is necessary to respond to this emergency.
8. That the action required above is exempt from complying with the California Environmental Quality Act pursuant to Public Resources Code section 21080(b)(4) and Guidelines section 15269(b).
9. That the RD 2027 District Engineer shall be authorized to take the appropriate steps to draft. any necessary plans or specifications for the repair.
10. The duration of the pending threat is uncertain [but this proclamation will expire 30 days after this date, unless extended], [and it is intended that this authorization continue until it is determined by the Board that the threat no longer exists.]

APPROVED BY THE FOLLOWING VOTE on _____:

AYES:

NOES:

ABSENT:

 , President

* * *

I hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board of Trustees of the RD 2027 at a meeting held on _____, and that this Resolution has not been revoked and is now in full force and effect.

 Name, Title

Date: _____

ATTACHMENT 5: REGULATORY NOTIFICATION TEMPLATE

Can be sent to DWR to then be sent to appropriate regulatory agencies upon initiating flood fight efforts on behalf of the District.

Agency Letterhead
**EMERGENCY NOTIFICATION TO
USACE SACRAMENTO AGENCY REGULATORY**

DATE: _____

TO: Elizabeth Bryson, Chief
Flood Operations Branch, DWR Division of Flood Management

FROM: _____, District Engineer, Reclamation District 2027 – Mandeville Island

SUBJECT: Reclamation District 2027 – Mandeville Island : Emergency Notification Request for Regulatory Coordination Support

Ms. Bryson,

Reclamation District 2027 – Mandeville Island is preparing for an eminent emergency situation. Depending on changes in weather and river conditions, the District shall declare that there is an emergency situation that may threaten the Districts ability to provide flood protection. The District is formally requesting the support of the Flood Operations Branch Chief of the California Department of Water Resources to support the District efforts to notify all required regulatory agencies to satisfy state and federal notification requirements. It is the intent of the District to prepare for and flood fight any and all incidents that may arise during this pending emergency situation.

The Notification that is being requested by the District should satisfy the regulatory agencies request to provide sufficient time to respond to the pending actions. Depending on conditions, and willingness of the responding regulatory agencies, representatives may be able to access the District levees along with the District Incident Commander or District Engineer to assess the flood fight preparations or potential ongoing activities. The representative must be properly equipped with suitable supplies and equipment to be prepared for on-site conditions. Contact me immediately for any information at (209) _____ - _____.

Regards,

District Engineer
Reclamation District 2027 – Mandeville Island

Date

ATTACHMENT 6: DISTRICT EMERGENCY CONTRACT

EMERGENCY PUBLIC WORKS CONTRACT

THIS CONTRACT is made this _____ day of _____, _____, by and between Reclamation District 2027 – Mandeville Island, a public agency, (“District”) and _____, (“Contractor”), who agree as follows:

1. Scope of Work. For purposes of this Contract, the “Work” shall mean the scope of work described as follows:

The project is located near Marysville, California. Contractor shall perform the Work diligently and as expeditiously as is consistent with good and safe construction practices and the orderly progress of the Work. The parties agree that time is of the essence for the performance of this Contract. In light of the emergency conditions under which this contract is made, services may have been provided by Contractor prior to execution of this contract. Services performed prior to the date listed above shall be governed by the terms and conditions of this contract as well.

2. Contractor’s Performance. Contractor shall construct, install, perform and do the Work, and shall furnish all labor, equipment, materials, tools, supplies, transportation, applicable permits, and drawings required to complete the Work. Contractor shall perform in a good and workmanlike manner all Work, and such Work shall be done to the approval and satisfaction of District.

3. Mandatory Public Contract Provisions

3.1 General. The Contractor is responsible for his own compliance, and is responsible for all Subcontractors' compliance, with all applicable sections of the California Labor Code regarding the payment of wages, the employment of apprentices, and hours of work, all as set forth in Sections 1770 through Section 1815 of that Code. Those requirements are briefly set forth below. The term "Contractor" shall hereafter refer to the Prime Contractor, with whom the District has contracted pursuant to this Agreement. The term Subcontractor refers to those persons contracted with by the Contractor for the purpose of performing this contract. This is a public works project and the contractor's and all subcontractors' employees must be provided certain benefits pursuant to Section 1720 et. seq. of the Labor Code, including the payment of prevailing wage rates, if prevailing wage rates have been established by Department of Industrial Relations (DIR). All contractors and subcontractors who bid or work on a public works project must be registered with DIR and pay an annual fee after July 1, 2014. No contractor or subcontractor may be awarded a public works contract after April 1, 2015 unless registered with DIR. The contractor must post all

job site notices required by regulation. This project is subject to compliance monitoring and enforcement by DIR.

- 3.2 Wage Related.** Pursuant to Section 1773.2 of the California Labor Code, the District, has on file at its office copies of the prevailing rate of per diem wages for each craft, and classification or type of workman needed to execute the contract, and a copy shall be available to any interested party upon request. The Contractor shall post copies of the prevailing per diem wage rates at the job site during the term of this project. Pursuant to Sections 1774 and 1775 of the Labor Code, the Contractor and any Subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, including holiday and overtime pay, to all workmen employed in the execution of this contract. Failure to so comply will result in a forfeiture of up to \$50 per day per violation (the amount being determined by the labor commissioner), and the obligation to compensate each such employee the difference between the wage actually paid and the prevailing wage applicable to that employee's craft. Contractor shall obtain and post a copy of such prevailing wage rates at the job site. Contractor shall also comply with the provisions of California Labor Code section 1775, including provisions which require Contractor to (a) forfeit as penalty to District not more than \$50 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any work done under this Contract in violation of the provision of the California Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which said worker was paid less than the prevailing wage. Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall also be paid to each workman needed to execute such work if such travel and subsistence payments are set forth in the applicable collective bargaining agreements and filed with the Department of Industrial Relations.
- 3.3 Employment of Apprentices.** Contractor shall comply with, and take such actions as necessary to effectuate, the employment of apprentices as set forth at California Labor Code Sections 1777.5, 1777.6 and 1777.7.
- 3.4 Eight-Hour Day Limitation.**
- 3.4.1** Contractor agrees that 8 hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the Work under this Contract, shall be required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week; provided that subject to California Labor Code section 1815, a worker may perform work in excess of 8 hours per day or 40 hours per week at not less than one and one-half times the basic rate of pay.
- 3.4.2** Except as provided above for overtime, Contractor shall forfeit as penalty to District the sum of \$25 for each worker employed in the execution of this Contract by it or by any subcontractor under it for each calendar day during which such worker is required or permitted to Work more than 8 hours in any one day and 40 hours in any one calendar week in violation of California Labor code sections 1810 through 1815.
- 3.5 Payroll Records.** Contractor and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work, and shall make such payroll record available for inspection, in accordance with the requirements of California Labor Code section 1776. Contractor shall be responsible to ensure compliance with section 1776. A certified copy of those records shall be made available upon request as required by Section 1776, to those persons listed in Section 1776, and on the conditions set forth therein. Failure to comply with these

provisions is a misdemeanor, and shall also result in a penalty of \$25.00 per calendar day as set forth in subsection (g).

3.6 Worker’s Compensation Certificate. Contractor shall sign and date Attachment A. (Labor Code §§1860-1861)

3.7 Bonds. Due to the emergency nature of this contract and that surety insurers may not be open at the time this contract is executed, whether due to time of day, day of the week, disaster, or holiday, then promptly after execution of this Contract (i.e. within 2 business days), Contractor shall obtain at its sole cost and expense and provide to District a payment or labor and materials bond in the amount of 100% of the amount of this Contract and issued by an admitted surety insurer by the California Department of Insurance. The proper form is attached at the end of this Contract as **Attachment B**. Contractor understands that District is under no obligation to pay Contractor any sum under this contract unless and until this payment or labor and materials bond has been supplied in the proper form to the District. (Civil Code §§ 3247, 3248, 3251). Depending upon the circumstances present at the time of the emergency, District may also require a performance bond for this Work. The proper form is attached at the end of this Contract as **Attachment C**. In the event that the Work is completed or is expected to be completed before the performance bond is obtained, then Contractor shall not be required to obtain this bond, but only upon written confirmation from the District’s Representative that the Work has been satisfactorily performed.

3.8 Labor Compliance Program. Contractor shall provide all records to the Labor Compliance Program (LCP) operator necessary to demonstrate compliance with applicable sections of the California Labor Code. Such actions may include providing certified payroll records to the LCP operator. Attached as **Attachment D** is a summarized checklist of California Labor Law requirements incorporated into the Labor Compliance Program. Contractor shall sign and date Attachment D. (Labor Code § 1771.5).

4. Mandatory Public Contract General Provisions – Payment Related

4.1 If the Work is performed in accordance with this Contract and to the satisfaction of District, District will pay Contractor the sum of \$ _____ unless otherwise agreed to in writing by District. It is agreed that all federal, state and local taxes, including but not limited to sales, use, and excise tax that may be imposed on materials or services provided under this proposal are included in the Contract price. No payment, including all progress payments and the final payment, shall be made to Contractor in excess of 90% of the percentage of Work actually completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, District. The 10% not paid shall be withheld by District until final completion and acceptance of the Work. (Public Contract Code § 9203). Contractor may, however, request that in lieu of withholding money, and in accordance with the provisions of California Public Contract Code Section 22300, that securities be substituted to ensure performance under the Contract.

4.2 If payment is to be made by progress payments, then, in accordance with Public Contract Code Section 20104.50, a written payment request from Contractor shall be reviewed by District as soon as practicable in order to determine whether it is proper. If it is determined not to be proper payment request suitable for payment, then District shall return it to Contractor with a written explanation of the deficiencies as soon as practicable, but not later than 7 days after receipt of the payment request. If the District determines the payment request has been properly submitted and is undisputed, District shall make the payment to Contractor within 30 days after receipt of the payment request. If a properly submitted and undisputed payment request is not paid with this 30

day period, then District shall pay interest on the overdue amount to Contractor at the legal rate set forth at California Code of Civil Procedure section 685.010. This subsection shall not apply if District funds are not available for payment of the payment request or if payment is delayed due to an audit inquiry by the financial officer of District.

4.3 Claims and Disputes.

4.3.1 In the event of a dispute or claim by Contractor for time or money, the following procedures will be used. For the purposes of this subsection, “claim” means a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for Work and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment of which is disputed by the District. (Public Contract Code § 20104).

4.3.1.1 The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment.

4.3.1.1.1 For claims less than fifty thousand dollars (\$50,000), the District shall respond in writing to a written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the Contractor.

4.3.1.1.2 For claims of over fifty thousand dollars (\$50,000) and less than three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to a written claim within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the Contractor.

4.3.1.2 Additional procedures regarding claim and dispute resolution are found at Public Contract Code Sections 20104 to 20104.6.

4.4 Final Acceptance and Date of Completion.

4.4.1 Whenever Contractor shall deem all Work under this Contract to have been completed, it shall so notify District in writing, and District shall promptly ascertain whether the Work has been satisfactorily completed and, if not, shall advise Contractor in detail and in writing of any additional Work required. When all the provisions of the Contract have been fully complied with to the District, District will accept the Work in writing and make the final payment to Contractor. As a condition of receiving the final payment, Contractor must execute and deliver to District a release in the following form (Civil Code § 3262):

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned contractor has been paid in full for all labor, services, equipment and material furnished to District for the Work (see contract for description) and does hereby waive and release any right to a mechanic’s lien, stop notice, or any right against a labor and material bond on the Work, except for the contract retention monies and disputed claims of the nature and in the amount described below. NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

4.4.2 Except for any sum required to be withheld by law or allowed to be held under this Contract, the 10% retention shall be paid 35 days after District’s acceptance of the Work. In accordance with California Public Contract Code section 7107(c), in the event of a dispute between the parties, District may withhold from the final payment an amount not to exceed 150% of the disputed amount.

4.4.3 No progress or final payment shall be considered or construed to be an approval or acceptance of any Work, materials or equipment, or a waiver of any breach or default. Estimated amounts and values of Work done and materials and equipment incorporated into the Work will be conformed with actual amounts and values as they become available in subsequent progress payments and the final payment. All payments will be subject to correction in subsequent progress payments and the final payment.

5. Mandatory Public Contract General Provisions – Contractors’ State License Board Regulation-Related

5.1 Licensing Requirement. Contractor shall hold such licenses as may be required by applicable laws for and during the performance of the Work, and shall have the following classification of state contractor’s license for the Work: _____.

5.2 Contractor’s License Notice.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY CONTRACTORS’ STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS’ STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

6. Mandatory Public Contract General Provisions – Bid/Subcontractor-Related Protections

6.1 Subcontractors:

6.1.1 In the District Representative’s discretion, subcontractors may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the prosecution of the work and without injury to the District’s interests. The re-subletting of work by a subcontractor shall be subject to the same limitations as an original subletting. Each subcontractor shall be properly licensed for the type of work which he is to perform and shall meet any other experience requirements of the Specifications.

6.1.2 A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of each subcontract), shall be filed promptly with the District Representative upon the District Representative’s request. Each subcontract shall contain a reference to the Agreement between the District and the Contractor, and the terms of that Agreement shall be made a part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for annulment of same by the Contractor upon written order of the District Representative, if, in the District Representative’s opinion, the subcontractor fails to comply with the requirements of the prime Contract insofar as the same may be applicable to this work (Public Contract Code § 4100 et seq).

6.1.3 The Contractor shall be responsible to the District and the District Representative for the acts and omissions of his subcontractor and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Section shall create any contractual relationship between any subcontractor and the District or the District Representative, or relieve the Contractor of any liability or obligation under the prime Contract.

6.1.4 The Contractor is prohibited from performing Work under this Contract with a subcontractor who is ineligible to perform work on public works projects pursuant to Section 1777.1 or 1777.7 of the Labor Code (Public Contract Code § 6109).

6.2 Assignment of Anti-Trust Claims. In entering into this Contract, Contractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S. Code, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the California Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract. The assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties (Public Contract Code § 7103.5).

7. Other General Public Contract Provisions

7.1 Compliance with Laws. Contractor shall inform itself of, and shall comply with, all federal, state and local laws, statutes, regulations and ordinances applicable to the performance of the Work.

7.2 Authority of District's Representative. _____ (“District’s Representative”) is the representative of District for purposes of this Contract and has full authority to interpret the Contract, to conduct the construction review and inspection of Contractor’s performance, and to decide questions which arise during the course of the Work; and his/her decisions on these matters shall be final and conclusive. The District’s Representative has the authority to reject all Work and materials which do not conform to the Contract, and has the authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The District’s Representative’s right and authority is limited to rejection of unsatisfactory Work or methods. District and the District’s Representative do not bear any responsibility for Contractor’s safety practices or procedures. Any order given by the District’s Representative, not otherwise required by the Contract to be in writing shall, on request of Contractor, be given or confirmed by the District’s Representative in writing. Whenever Work, methods of procedure, or any other matters are made subject to direction or approval of District, such direction or approval will be given by the District’s Representative.

7.3 Contractor’s Understanding. Contractor acknowledges that it has satisfied itself as to the nature and location of the job site; the ground, character, quality and quantity of the materials and conditions to be encountered, including subsoil conditions, if applicable; the character and amount of labor, equipment, supplies and materials needed preliminary to and during the performance of the Work; and all other matters which can in any way affect the Work under this Contract. Contractor further acknowledges that neither District nor the District’s Representative have made any representations whatsoever concerning job site conditions, except for such representations that may have been made in writing in the Contract.

7.4 Changes in the Work. District may, at any time, by written change order make changes in the Work, or extend the time to complete the Work, as deemed necessary by District. If such changes cause an increase or decrease in Contractor’s cost of, or time required for, performance of the Contract, there shall be an equitable adjustment in the Contract price. The price adjustment shall be determined by one of the following methods in the order of precedence listed:

7.4.1 Mutually agreed-upon lump sum or unit price adjustment.

7.4.2 Contractor’s actual cost of labor (wages and benefits), materials (actual purchase price, sales tax, freight & delivery) and equipment/tools (at actual or fair/prevailing rental rates) directly engaged in the performance of the extra work plus 15% mark-up for overhead and profit. For

price adjustments under this section, Contractor shall provide to District an itemized breakdown of the quantities and prices used in the extra work, and it shall make available all source documents, including payroll records, invoices, purchase orders, contracts and lease agreements.

7.5 Guarantee.

7.5.1 Contractor guarantees all materials and workmanship furnished under this Contract, and agrees to repair replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective, the improper quality or quantity, or improperly installed.

7.5.2 In the event of failure to comply with the above stated conditions within a reasonable time, District is authorized to have the defect repaired or replaced and made good at the expense of Contractor who will pay these costs and charges immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.

7.5.3 The signing of the Contract by Contractor shall constitute execution of this guarantee. This guarantee shall remain in effect for one year from the date of District's acceptance of the Work.

7.6 Suspension of Work. District may suspend the Work wholly or in part, for such period as District may deem necessary, due to unsuitable weather or to any other conditions District considers unfavorable for the suitable performance of the Work, including the improper performance of the Work by Contractor. Contractor shall immediately comply with such written order of District to suspend the Work wholly or in part and shall be paid for the Work performed to the date of suspension, except for improperly performed Work. The suspended Work shall be resumed only when ordered by District.

7.7 Termination.

7.7.1 This Contract may be terminated at any time by District by giving 10 days advance written notice to Contractor. In the event of such termination, Contractor is to be compensated for actual Work performed to the date of termination as calculated by District based on the Contract price and payment provisions above.

7.7.2 If the contract is terminated by District because of Contractor's failure to do the Work with such diligence as will ensure the completion of the work within the time specified in the contract, then District may take over the Work and pursue the same to completion by using another contractor or any other method District deems expedient. In this event, District may also take possession and control of, and utilized in completing the Work, any and all materials, supplies, tools and equipment delivered to the site of the Work by Contractor or by its suppliers or subcontractors. The materials, supplies, tools and equipment remaining after completion of the Work shall be returned to Contractor.

7.8 Labor Discrimination. Contractor agrees to comply with section 1735 of the California Labor Code, which prohibits discrimination in the employment of persons upon public works because of their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940. The Contractor agrees that he will comply with all applicable local, state and federal laws pertaining to equal employment opportunity.

7.9 Superintendence. Contractor shall designate in writing before starting Work an individual as authorized representative who shall have the authority to represent and act for Contractor. This

authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to the District's Representative shall be made for any emergency work which may be required.

7.10 Inspection and Testing of Work.

7.10.1 Unless otherwise provided, all equipment, supplies, materials, and Work shall be subject to inspection and testing by the District's Representative. The District's Representative will observe the progress and quality of the Work and determine, in general, if the Work is proceeding in accordance with the Contract. The District's Representative shall not be required to make comprehensive or continuous inspections to check the quality of the Work, and he shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. Observations, inspections or testing by the District's Representative shall not relieve Contractor of its obligation to conduct comprehensive inspections of the Work and to furnish proper materials, labor, equipment and tools, and perform acceptable Work, and to provide adequate safety precautions, in conformity with the Contract.

7.10.2 If, after any inspection or testing by the District's Representative, any of the Work is found to be unacceptable, defective or nonconforming, then Contractor at its sole cost and expense shall replace or repair the Work to the satisfaction of the District's Representative. If any Work required to be tested or inspected was installed, covered, or buried without inspection or testing, then, upon request by the District's Representative, Contractor shall at its sole cost and expense remove or uncover the Work such that it may be inspected or tested, and replace the Work after completion of the inspection or testing. District may cause the unacceptable, defective or nonconforming Work to be remedied, removed, or replaced, and may deduct the costs therefor from any monies due or to become due Contractor.

7.11 Character of Workers. If any employee of Contractor or any of its subcontractors shall be incompetent or act in a disorderly or improper manner, he or she shall be removed from the project Work immediately, and such person shall not again be employed on the Work. Such discharge shall not be the basis for any claim for compensation or damages against District, or any of its officers or agents.

7.12 Trade Names and Alternatives. For convenience in designation in the Contract, certain articles or materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, so long as Contractor shows to the satisfaction of District that the quality and suitability of the alternative(s) is acceptable.

7.13 Protection of Work and Safety.

7.13.1 Contractor shall be responsible for the care of all Work until its completion and final acceptance by District; and it shall at its own expense replace damaged or lost materials or supplies and repair damaged parts of the Work. However, if, in the judgment of the District Representative, any part of the Work performed by the Contractor is damaged which is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the Work, the Contractor will make the necessary repairs as ordered by the District Representative and full compensation for such repairs will be made at the applicable Contract unit or lump sum prices as fixed and established in the Contract. If, in the opinion of the District Representative, there are no

Contract or lump sum prices applicable to any part of such work an equitable adjustment pursuant to Section 9.3 of the Contract, will be made as full compensation for the repairs of that part of the work. Except as herein provided, Contractor shall repair, at Contractor's expense, all damage proximately caused by Contractor to all Work (including temporary construction), utilities, materials and equipment to the satisfaction of the District Representative.

- 7.13.2 Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal, state, and local laws, ordinances, and codes. Contractor shall carefully instruct all personnel as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property.
- 7.13.3 The work of the District's Representative in conducting construction review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or safety measures, in, on, or near the job site.

7.14 Protection of Persons and Property.

- 7.14.1 Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, pipelines, conduits, trees, shrubbery, fences, signs, mailboxes, driveways, sidewalks, gutters, streets, parking lots or other pavement, levees or embankments, survey markers and monuments, buildings, structures, District's property, adjacent property, and any other improvements or facilities within or adjacent to the job site. If such improvements or property are damaged or destroyed by reason of Contractor's operations, they shall be replaced or restored, at Contractor's sole cost and expense, to a condition at least as good as the condition they were in prior to the start of Contractor's Work under this Contract. Contractor waives all rights it may have against District and shall be solely responsible for loss of or damage to Contractor's property during performance of the Work.
- 7.14.2 Depending upon the location, urgency and scope of the emergency, roads near the Work site may be closed. If a public road is involved, Caltrans and the State Highway Patrol should be responsible for diverting traffic from the Work site. In any event however, Contractor shall adopt all practical means to minimize interference to traffic, discomfort or damage as circumstances warrant. All obstructions to traffic shall be guarded by illuminated barriers. For any Work on, adjacent to, or interfering with any street, the conditions and limitations applicable to such construction work shall be determined by those public agencies or other entities responsible for maintenance of the affected street. Contractor shall determine the nature and extent of all such requirements, and shall comply with all permit and other requirements. As required at any street crossing, Contractor shall provide all necessary flag persons, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours.

- 7.15 **Rights of Way.** The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline, any telephone, telegraph, or electric transmission line, fence, or any other structure, nor enter upon the rights-of-way involved until notified by the District's Representative that the District has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of his intention to begin work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same.

7.16 Insurance.

7.16.1 Contractor at its sole cost and expense shall procure and maintain for the duration of this Contract the following types and limits of insurance:

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
General liability	\$2,000,000 per occurrence	at least as broad as ISO occurrence form CG 00 01 11 88
Automobile liability	\$1,000,000 per occurrence	at least as broad as ISO CA 00 01 06 92 (code 1, any auto)
Workers Comp.	Statutory limits	
Employers' liability	\$1,000,000	

7.16.2 The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers, and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall be primary and shall apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance, if any, shall be excess and shall not contribute with Contractor's insurance. The workers' compensation policy shall be endorsed to include a waiver of subrogation against District, its officers, employees and agents. Coverage shall include all work covered under the U.S. Longshoreman's and Harbor Workers' Compensation Act and Jones Act, if applicable.

7.16.3 Insurance is to be placed with insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District.

7.16.4 Prior to commencing the Work, Contractor shall provide to District original endorsements or certificates of insurance, in a form acceptable to District, evidencing this insurance. Failure to obtain this insurance in this manner shall make Contractor fully financially responsible for all work covered under this contract.

7.16.5 Contractor agrees to comply with the California Labor Code Sections 1861 and 3700, which require every employee to be insured against liability of workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and will comply with such provisions before commencing the performance of the Work of this Contract.

7.17 Indemnification. Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, trustees, employees, engineer, agents, volunteers, and independent contractors, from any and all liability, penalties, costs or expenses (including attorney's fees), losses, damages, expenses, causes of action, proceedings, claims or judgments of every nature arising out of or in connection with Contractor's performance of Work under this Contract, or by its employees, subcontractors, agents, consultants, or anyone employed directly or indirectly by any of the foregoing, except where caused by the active negligence, sole negligence or willful misconduct of District.

7.18 Right to Withhold Payments.

7.18.1 In addition to all other rights and remedies of District provided by law and this Contract, District may withhold the whole or any part of any progress or final payment to such extent as may reasonably be necessary to protect District from loss on account of:

7.18.1.1 Unacceptable, defective or nonconforming Work not remedied;

- 7.18.1.2 Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to, claims under the California Labor Code or the public works stop notice provisions in the California Civil Code;
 - 7.18.1.3 Failure of Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or supplies;
 - 7.18.1.4 A reasonable doubt that the Work can be completed for the balance then unearned;
 - 7.18.1.5 Failure of Contractor to clean up the job site, repair or replace damaged or affected improvements or property; or
 - 7.18.1.6 Damage to Work or property.
- 7.18.2 Whenever District withholds any monies pursuant to this paragraph, written notice of the amount withheld and the reasons therefor will be given to Contractor. After Contractor has corrected the enumerated deficiencies to the satisfaction of District, District will promptly pay to Contractor the amount so withheld. When monies are withheld to protect District against claims or liens under the public works stop notice provisions of the California Civil Code, District may at its discretion permit Contractor to deliver a surety bond in terms and amount satisfactory to District, indemnifying District against any loss or expense, and upon acceptance thereof by District, District shall release to Contractor monies so withheld.

7.19 Waiver of Interest. District shall have no obligation to pay and Contractor hereby waives the right to recover interest with regard to monies which District is required to withhold by reason of judgment, order, statute or judicial process, or may withhold pursuant to the provision of this Contract.

7.20 Integration. This Contract constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Contract, except those other documents that are expressly referenced in the Contract.

7.21 Independent Contractor. The relationship between District and Contractor is that of an independent contractor; and all persons hired or employed by Contractor shall be Contractor's employees, agents or subcontractors.

7.22 Environmental Litigation. If the performance of all or any part of the Work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the District Representative, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this Contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this Contract, such suspension, delay, or interruption shall be considered as if ordered by the District Representative in the administration of this Contract under the terms of the "Suspension of Work," Section 7.6 of the Contract. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment in Contractor's favor shall be made for any increase in the cost of performance of this Contract (excluding profit) as provided in that Section, subject to all the provisions thereof.

7.22.1 The term "environmental litigation," as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the District has not duly considered, either substantively or procedurally, the effect of the work on the environment.

7.23 Attorney's Fees. In the event that either party commences arbitration or litigation proceedings against the other party to enforce or interpret any provision of this Contract, the prevailing party in

such proceeding shall be entitled to recover from the other party its court costs, reasonable attorney, expert witness and consultant fees, and litigation costs paid or owing as a result of such proceeding.

7.24 Waiver; Remedies. Any waiver at any time by either party of its rights with respect to a breach or default or any other matter arising in connection with this Contract shall not be deemed to be a waiver with respect to any other breach, default or matter. The rights and remedies provided in this Contract are in addition to any of the rights and remedies provided by law.

7.25 Severability. The illegality or unenforceability of any provision of this Contract shall not render the other provisions unenforceable, invalid or illegal.

7.26 Liquidated Damages. There are no liquidated damages under this Contract.

7.27 Binding on Successors. This Contract shall bind and inure to the benefit of the heirs, successors, assigns, and successor companies of the parties; however, Contractor shall not assign or transfer any rights, obligations or interest in the Contract without the prior written consent of District.

7.28 Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Contract shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

District: Reclamation District 2027 – Mandeville Island Contractor: _____
PO Box 248 Holt, CA 95234

AND

Christopher H. Neudeck, PE
Kjeldsen, Sinnock, & Neudeck 711 N. Pershing Avenue, Stockton, CA 95203

Any party may change its address by notifying the other party in writing of the change of address. This Contract is entered into and executed on the day and year first above written.

DISTRICT

CONTRACTOR

By: _____
President/Chair

By: _____
_____ [name]
_____ [title]

ATTACHMENT A

WORKERS COMPENSATION CERTIFICATE

I, _____, of _____,
am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

Signature: _____.

Date: _____, 20____, at _____.

ATTACHMENT B

PAYMENT BOND

KNOW ALL BY THESE PRESENTS,

THAT, WHEREAS, Reclamation District 2027 – Mandeville Island , hereinafter designated as the "District," has awarded to _____ hereinafter designated as the "Contractor" a Contract for the work described as follows:

WHEREAS, the Contractor is required by the Contract and by Section 3247 of the Civil Code to furnish a Bond in connection with the Contract, as hereinafter set forth.

NOW, THEREFORE, we, _____ the undersigned Contractor, as Principal, and _____,

a corporation organized and existing under the laws of the State of _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the District in the sum of \$_____ said sum being not less than one hundred percent (100%) of the total Contract amount payable by the District, under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, his, her, or its heirs, executors, administrators, successors, assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any of the persons named in Civil Code Section 3181, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Civil Code Section 3247-3252, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this Bond, the Surety will pay a reasonable attorney's fee to the prevailing party to be fixed by the Court.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this Bond. And the Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

(SEE NEXT PAGE)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(seal)

By, _____ (Contractor as Principal)

(seal)

By, _____ (Surety)

NOTE: Date of BOND shall not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners shall execute BOND.

ATTACHMENT C

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS,

THAT, WHEREAS, Reclamation District 2027 – Mandeville Island , hereinafter designated as the "District," entered into a Contract dated _____, 20____, with _____,

hereinafter designated as the "Contractor" for the work described as follows:

WHEREAS, the Contractor is required under terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____ (corporate surety), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, shall be liable to the District in the penal sum of \$_____, lawful money of the United States, said sum being not less than one hundred percent (100%) of the total Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, his, her, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract and any alterations thereof made as therein provided, on his, her, or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the recording of the Notice of Completion, during which time if the Contractor, his, her, or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, repair or make replacements to the satisfaction of the District or totally protect the District from loss or damage made evident during period of one (1) year from the date of recording of the Notice of Completion, and resulting from or caused by defective materials or faulty workmanship of the Contractor’s or subcontractor’s in the prosecution of the work done, the monies available through this Bond shall be used to indemnify the District. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event the District brings suit upon this bond and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including, but not limited to administrative and consultant costs, and reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(seal)

By, _____ (Contractor as Principal)

(seal)

By, _____ (Surety)

NOTE: Date of BOND shall not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners shall execute BOND.

ATTACHMENT D

Checklist of Labor Law Requirements to Review Pursuant to CCR Section 16421, with required Certification. The federal and state labor law requirements applicable to the contract are composed of but not limited to the following items:

- (1) The contractor’s duty to pay prevailing wages under *Labor Code Section 1770* et seq., should the project exceed the exemption amounts;
- (2) The contractor’s duty to employ registered apprentices on the public works project under *Labor Code Section 1777.5*;
- (3) The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under *Labor Code Sections 1775* and *1777.7*;
- (4) The requirement to keep and submit copies upon request of certified payroll records under *Labor Code Section 1776*, and penalties for failure to do so under *Labor Code Section 1776(g)*;
- (5) The prohibition against employment discrimination under *Labor Code Section 1777.6*; the Government Code, and Title VII of the Civil Rights Act of 1964;
- (6) The prohibition against accepting or extracting kickback from employee wages under *Labor Code Section 1778*;
- (7) The prohibition against accepting fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works under *Labor Code Section 1780*;
- (8) The requirement to list all subcontractors under *Public Contracts Code Section 4104*;
- (9) The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractors License Law, found at *Business and Professions Code Section 7000* et seq.;
- (10) The prohibition against unfair competition under *Business and Professions Code Section 17200-17208*;
- (11) The requirement that the contractor be properly insured for Workers Compensation under *Labor Code Section 1861*;
- (12) The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;
- (13) The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.
- (14) The requirement to provide itemized wage statements to employees under Labor Code Section 226.

Certification: I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____.

Contractor Signature

Print name of person signing and company

Date: _____

ATTACHMENT 7: FLOOD SAFETY PLAN COMPONENTS THAT MEET CA WATER CODE 9650 (AB156)

California Water Code Section 9650 (AB156) Requirement	Flood Safety Plan Template Components Which Meet Section 9650 Requirement
Section 9650 (b)(1) A flood preparedness plan that includes storage of materials that can be used to reinforce or protect a levee when a risk of failure exists	LMA EOP Base Plan Section 2.1 Situation Overview
	LMA EOP Base Plan Section 2.2 General Approach to Seasonal Flood Operations <ul style="list-style-type: none"> • Routine Preparedness and Maintenance • Monitoring and Analysis • Alerting, Activation, and Initial Response
	LMA EOP Base Plan Section 2.5 Federal and State Disaster Assistance
	LMA EOP Base Plan Section 3.1 Organization
	LMA EOP Base Plan Section 3.2 Assignment of Responsibilities <ul style="list-style-type: none"> • Make legal and financial commitments • Represent District • Provide Public Information • Maintain Equipment and Supplies • Monitor Water Conditions and Forecasts • Activate and Direct District Staff • Document Expenditures and Actions
	LMA EOP Base Plan Section 4.1 Management and Control of District Operations <ul style="list-style-type: none"> • Management and Policy • Incident Command in the Field • Management/Coordination w/others
	LMA EOP Base Plan Section 6.2 Resources
	LMA EOP Base Plan Section 7.1 Plan Development and Maintenance
	LMA EOP Base Plan Section 7.2 Training and Exercises
	LMA EOP Base Plan Section 7.3 Plan Evaluation
	LMA EOP Annex A (Flood Contingency Map): Flood Fight History (Text Box)
	LMA EOP Annex A (Flood Contingency Map): Historic Levee Breaches (Symbols)
	LMA EOP Annex A (Flood Contingency Map): Historic Seepage Sites (Symbol)
	LMA EOP Annex A (Flood Contingency Map): Historic Erosion Sites (Symbol)
LMA EOP Annex A (Flood Contingency Map): Special Considerations (Text Box)	
LMA EOP Annex A (Flood Contingency Map): District Topography/100-yr Elevations	

California Water Code Section 9650 (AB156) Requirement	Flood Safety Plan Template Components Which Meet Section 9650 Requirement
	LMA EOP Annex A (Flood Contingency Map): Critical Infrastructure within District LMA EOP Annex A (Flood Contingency Map): Flood Fight Resources Depot Location LMA EOP Annex A (Flood Contingency Map): Communications Plan (Text Box) OA Flood Response Unified Command Map: Content/Format per Template
Section 9650 (b)(2) A levee patrol plan for high water situations	LMA EOP Annex A (Flood Contingency Map): Patrol Plan (Text Box) <ul style="list-style-type: none"> • Patrol Meeting Place • Official responsible for organizing patrols • Patrol communications and reporting process • Procedure for marking problem sites • Patrol Sectors if used
Section 9650(b)(3) A flood-fight plan for the period before state or federal agencies assume control over the flood fight	LMA EOP Annex A (Flood Contingency Map): Patrol Sectors marked on map if used LMA EOP Base Plan Section 2.4 Flood Fight Operations LMA EOP Base Plan Section 5.1 Communications Organization LMA EOP Base Plan Section 5.2 District Communications LMA EOP Base Plan Section 5.3 District Communications w/ Other Jurisdictions LMA EOP Base Plan Section 6.1 Mutual Aid LMA EOP Base Plan Section 6.3 Procurement LMA EOP Base Plan Section 6.4 Logistics Facilities LMA EOP Base Plan Section 6.5 Finance and Administration LMA EOP Annex A (Flood Contingency Map): Unified Flood Fight Command Post (Symbol or Text) LMA EOP Annex A (Flood Contingency Map): District Response Facilities (Symbol) LMA EOP Annex A (Flood Contingency Map): District/Operational Area Supply Staging Areas (Symbol) LMA EOP Annex A (Flood Contingency Map): Pre-Planned Delivery Points (Symbol and Text Box) LMA EOP Annex A (Flood Contingency Map): Flood Contingency Options (Text Box) LMA EOP Annex A (Flood Contingency Map): Dry Land levees (Symbol with label) LMA EOP Annex A (Flood Contingency Map): Pre-Planned Emergency Berms (Symbol) LMA EOP Annex A (Flood Contingency Map): Tactical Plans (Text Box)
Section 9650(b)(4) an evacuation plan that includes a system for adequately warning the general public in the	LMA EOP Base Plan Section 2.3: Public Alert and Warning LMA EOP Annex A (Flood Contingency Map): Reference to name and location of Evacuation/ Rescue Map (Text Box) LMA EOP Annex A (Flood Contingency Map): Structures and bulk hazardous materials sites if an extremely rural area (symbols)

California Water Code Section 9650 (AB156) Requirement	Flood Safety Plan Template Components Which Meet Section 9650 Requirement
event of a levee failure, and a plans for the evacuation of every affected school, residential care facility for the elderly,	Public Safety Agency Evacuation/Rescue Map: Content and Format per template
	Other Public Safety Agency Evacuation/Rescue Procedures: Referenced on Evacuation Map as appropriate
Section 9650(b)(5) A floodwater removal plan	LMA EOP Annex A (Flood Contingency Map): Dewatering Plan (Text Box)
	LMA EOP Annex A (Flood Contingency Map): Pumping station locations (Symbol)
	LMA EOP Annex A (Flood Contingency Map): Planned location(s) for emergency dewatering pumping station (Symbol)
	LMA EOP Annex A (Flood Contingency Map): Locations of relief cuts (Symbol)
	LMA EOP Annex A (Flood Contingency Map): Existing Tactical Plans (Text Box)



APPENDIX A

EXAMPLE WORK ORDER FORMS AND PATROL LOGS

SPECIAL PROJECT WORK ORDER

District: _____

Project Name: _____ Date: _____

Account No.: _____ Cost Center: _____

Scope of Work:

	Employee	Position	Hours
1			
2			
3			
4			
5			
6			
7			
8			
9			

Notes:

	Equipment ID #	Equipment	Operator	Total Hours
1				
2				
3				
4				
5				
6				
7				
8				
9				

Notes:

RECLAMATION DISTRICT NO. 2027
Levee Patrol

Date: _____

Driver: _____

Day: _____ **Night:** _____

Crew: _____

Begin Time: _____ a.m. / p.m.

Approved By: _____

End Time: _____ a.m. / p.m.

Equipment No.: _____

Station	Levee Mile OR Stn.	Time	River Level	Time	River Level

Identify River Mile and describe conditions such as boils and seeps (including clean or dirty flow), levee slips, downed trees, gate leakage, levee road obstructions, etc.

Description of Conditions	Office Use Only