

EMERGENCY OPERATIONS PLAN BASE PLAN

RECLAMATION DISTRICT NO. 2028 Bacon Island

CA WATER CODE SECTION 9650



January 2025
San Joaquin County Regional Flood Emergency Response Project

This document was last updated on March 4, 2025 based on a meeting with the District Engineer on TBD..



Prepared by MBK ENGINEERS for Reclamation District 2028 – Bacon Island with funds awarded to San Joaquin County Office of Emergency Services under the California Department of Water Resources Flood Emergency Response – Delta Grant Program. Background documentation developed in coordination with KSN, Inc. and Howell Consulting, Inc.

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



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“This Emergency Operations 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 No. 2028 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

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March 2025

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 No. 2028, is hereby promulgated as the official emergency plan of the District. District staff are directed to use this Emergency Operations Plan (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 (AB 156) and is compliant with the National Incident Management System (NIMS), Standardized Emergency Management System (SEMS), and the 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 in district operations and personnel and changes to outside agency plans that affect district operations. Copies of the Plan shall be provided to additional agencies upon request.

The Board of Trustees of Reclamation District 2028 shall review this Plan and accompanying annex every third annual meeting or after any major flood event where the plan was used to guide District response. The District President shall maintain a record of Board Plan reviews and approval actions in accordance with District documentation procedures and policies.

RECLAMATION DISTRICT No. 2028

Pamela A. Forbus, Secretary and Attorney

RECORD OF CHANGES AND REVIEWS

Revision #	Name of Person Performing Review	Sections Revised	Date of Distribution	Name of Approving Authority

RECORD OF INITIAL DISTRIBUTION

Agency Name	Address	Date Provided
San Joaquin County Office of Emergency Services	2101 E. Earhart Ave. Suite 300 Stockton, CA 95206	
California 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 purpose of this Emergency Operations Plan (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 Reclamation District No. 2028 (District). Another purpose, if applicable, is to comply with requirement of the California Water Code Section 9650-51 (AB 156), 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 (SJOA) to facilitate multi-jurisdictional coordination within District boundaries. Although this is a public document, specific procedures, and information of a sensitive nature, as well as personal information, may be removed from publicly available versions. The full document is subject to restricted-use handling procedures.

1.2 SCOPE

The District is an independent jurisdiction with responsibility for the operation and maintenance of the levee and interior drainage systems within its jurisdictional boundaries. This Plan describes detailed procedures for meeting this District's emergency responsibilities (i.e. drainage and flood fight). The manner of interacting with other jurisdictions is described, but the operational plans of other jurisdictions with public safety responsibilities within the District are only referenced in this Plan.

This Plan will cover in detail the following:

- District Flood Preparedness Procedures
- District Levee Patrol Procedures
- District Flood Fight Procedures
- District Flood Water Removal Procedures
- District Recovery and After-Action Follow up Procedures

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.

1.3 PLAN STRUCTURE

This Plan is structured as a traditional functional Emergency Operations Plan in accordance with Comprehensive Preparedness Guide (CPG) 101 issued by the Federal Emergency Management Agency (FEMA). In accordance with this federal guidance, and in light of the limited complexity of levee maintaining agencies' emergency organization, this Flood Safety Plan consists of two parts: a written Emergency Operations Plan (EOP) – Base Plan and one hazard-specific annex, Flood Contingency Map (Annex A). Annex A will be referred to as the Flood Contingency Map (FCM) within this document and contains the District's specific flood response procedures. The most current flood contingency map for the District can be accessed at the SJOA flood contingency map website. See Figure 1.

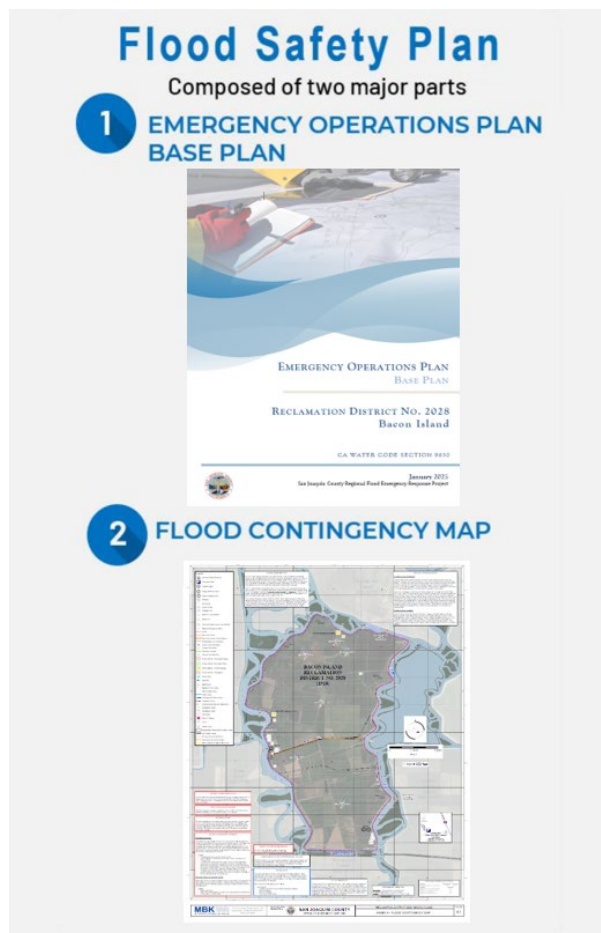


FIGURE 1 | FLOOD SAFETY PLAN

The Flood Safety Plan is composed of two parts and 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 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 this 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 critical levee system, and a series of text boxes. The GIS format allows for spatial information to be easily shared.

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

See Attachment 7 for a detailed crosswalk of how this Flood Safety Plan meets requirements of CA Water Code 9650 (AB 156).

SECTION 2 | CONCEPT OF OPERATIONS

2.1 SITUATION OVERVIEW

See the SJOA Hazard Mitigation Plan for a comprehensive flood risk assessment for the County of San Joaquin. See Annex A for District 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.

The District's levee system is susceptible to flooding from both riverine high water events due to heavy precipitation and/or upstream reservoir releases as well as tidally influenced high water events. The channels surrounding Bacon Island vary in width, typically from approximately 300 to 1,100 feet. Two sections of levee are adjacent to submerged islands; the northeast portion of Bacon Island from Station 50+00 to 201+00 (15,100 feet) along Middle River is adjacent to Mildred Island and the northwest portion of Bacon Island from Station 310+00 to 345+00 (3,500 feet) along Connection Slough is adjacent to Little Mandeville Island. These submerged islands result in a slightly greater fetch in these areas, but the effect is minimal and wave wash and overtopping caused by excessive winds are generally minor concerns. The District is in the process of rehabilitating all low and narrow portions of levee to meet the Hazard Mitigation Plan configuration. Rehabilitation of the District's levee system is scheduled for completion by the end of 2016.

The levees protect less than 10 residential dwellings and one large farming operation, as well as access to Mandeville Island, along Bacon Island Road. Approximately 40 people live permanently on-island, but the number of farm workers can vary depending on the time of year. The 14.4-mile-long levee system protects critical utility infrastructure, which includes natural gas pipelines owned and operated by the Pacific Gas and Electric Company (PG&E). Approximately 4.3 miles of pipeline are within the island's perimeter levee system.

The levees protect active agricultural operations on Bacon Island, including 4,752 acres of corn, wheat, sunflower and alfalfa annually. Operations are supported by an on-island farming enterprise with warehouses, facilities, and farming equipment. These lands are seasonally flooded adding to the available habitat for migratory waterfowl within the Pacific Flyway during the fall and winter seasons. The District also protects 660 acres of mixed habitat types.

Operable barriers along Old River and Connection and Railroad Sloughs are possible improvements that may be constructed in the future. There are public roads and utilities on-island, including two large Pacific Gas and Electric natural gas pipelines. This combination of location and infrastructure increases the importance of the District's need for a sustainable levee system to benefit long-term statewide planning efforts.

2.2 GENERAL APPROACH TO SEASONAL FLOOD OPERATIONS

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 active district 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

The District performs the following routine preparedness actions:

1. The District Superintendent and staff inspects the District levees on a routine basis
2. The District Engineer inspects the District levees periodically
3. A vegetation control program is ongoing
4. Annual inspection and inventory of District flood fight supplies and equipment
5. Annual inspection and maintenance of access control gates on levees
6. Annual inspection and maintenance of pumping stations
7. Periodic inspection of waterside levee slopes
8. Periodic update of the District's emergency contact information

The District operates pumping stations for internal drainage control. The northern pumping station is located at Station 275+70 (38° 0'17.48"N, 121°32'52.61"W). The western pumping station is located at Station 464+40 (37°58'45.01"N, 121°34'16.24"W). Pumping stations are inspected and maintained as necessary, generally on a continual basis.

District operations and maintenance programs are available in separate documents.

2.2.2 MONITORING AND ANALYSIS

The District and District Engineer will monitor and analyze throughout 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 levee and drainage systems. The objective of this monitoring effort is to identify 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.

The District has traditionally used the NGVD 29 local datum to evaluate flood stage during an event. Stage elevations are now reported and referenced in NAVD 88 datum. Gages listed below are used by the District for guidance for upstream and downstream conditions and include datum conversions summarized in Table 1.

CDEC/CNRFC Gage	Trigger Stage	NGVD 29 DATUM Local – Historical	NAVD 88 DATUM Current
San Joaquin River at Venice Island (VNI)	Level 1: Monitor	5.9 Feet	8.6 Feet
	Level 2: Flood	6.4 Feet	9.1 Feet
	Level 3: Danger	7.4 Feet	10.1 Feet
Conversion: NAVD88 – 2.7' = NGVD29			

The District President, or Designee, are 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 monitors physical observation points (refer to the FCM) to take action.

Primary Monitoring Gages and Information Sources

CDEC / CNRFC Gages

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

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

Add as necessary

Secondary Monitoring Gages and Information Sources

- Old River at Bacon Island (CDEC Station ID: BAC) – NAVD88
- San Joaquin River at Mossdale Bridge (CDEC Station ID: MSD) – NAVD88
- California Data Exchange Center (CDEC)
- Department of Water Resources Flood Operations Branch alerts
- Local waterway conditions as monitored by District staff

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.

NOTE that there are two types of activity triggers: one with respect to the water surface elevation in the surrounding waterways, and another based on conditions that may impact internal drainage. These trigger categories have been identified in the following section.

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 (if applicable), 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.

THREAT TO LEVEE INTEGRITY OR INTERNAL DRAINAGE		
Condition	Action(s)	Action Taken? Yes/No If No, Explain
<p><u>Threat to Levee Integrity or Internal Drainage</u></p> <p>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> <p>OR</p> <p>Identification, or verified report, of any out of the ordinary condition, extreme precipitation, power outage, or any other conditions that potential risk failure of the internal drainage system or risk of flooding from internal drainage</p>	<ol style="list-style-type: none"> 1. The District President will notify the Board of Trustees, and District Engineer of imminent threat. 2. A Delegation of Authority Letter is issued confirming a District Incident Commander (Attachment 2, pg. 31). A signed copy of this letter is emailed to the San Joaquin County OES. 3. District Incident Commander activates District personnel and arranges safety/staking briefing, and if possible, SEMS/NIMS review. 4. District Incident Commander activates response functions <u>as needed</u> in accordance with Incident Command System (ICS) protocols and field response procedures outline on the Flood Contingency Map. See Section 3.2 for potential response functions. 5. District Incident Commander initiates actions to prevent levee failure and restore levee condition. 6. In the event of a potential threat to levee integrity, District Incident Commander may notify neighboring District(s) that may be impacted by a failure on RD 2028. 7. District Incident Commander contacts San Joaquin County OES and confers on the advisability of a proclamation of local emergency, if not already issued. 8. District Incident Commander notifies the State/Federal Flood Operations Center at flood_center@water.ca.gov or (916) 574-2619. 9. District Board considers executing Emergency Resolution (Attachment 4) or Notification of Emergency (Attachment 5), if not already. 	

TRIGGERS BASED ON A SLOW RISE FLOOD

LEVEL 1 – MONITOR	Action Taken?
San Joaquin River at Venice Island (CDEC ID: VNI) reaches 8.6' NAVD88, and is forecast to rise	<u>Yes/No</u> If No, explain
The District President notifies Board of Trustees and District Engineer that the Monitoring Stage has been reached.	
District President initiates 1x/day patrols in accordance with District patrol plan. Refer to the “Levee Patrol Plan” Text Box on the Flood Contingency Map.	
District President notifies District Board and San Joaquin County OES that Monitoring Stage has been reached and that the District has started 1x/day levee patrols.	
District President identifies and schedules contract staff, emergency contract labor, and/or volunteers and ensures volunteer registration with San Joaquin County as Disaster Service Workers Program.	
Confirm District flood fight materials and equipment inventory, if not already done during preseason activities.	
District President considers signing the Delegation of Authority letter confirming a District Incident Commander (see Attachment 2). A signed copy is emailed to San Joaquin County OES.	
District President directs personnel to test internal District phone tree.	
Notes:	

TRIGGERS BASED ON A SLOW RISE FLOOD

LEVEL 2 – FLOOD	Action Taken?
San Joaquin River at Venice Island (CDEC ID: VNI) reaches 9.1' NAVD88, and is forecast to rise	<u>Yes/No</u> If No, explain
Perform all actions listed under previous stage and the following additional actions.	
The District President notifies Board of Trustees, District Engineer, and the DWR FOC that Flood stage has been reached	
A Delegation of Authority letter is issued confirming a District Incident Commander (see Attachment 2), if not already done. A signed copy is emailed to San Joaquin County OES.	
District Incident Commander considers activating existing standing contracts for additional labor. If necessary, may consider requesting CCC crews from San Joaquin OES.	
District Incident Commander engages public safety agencies to ask for support in coordination efforts possibly in the form of a Unified Flood Fight Command (UFFC).	
Initiate 24-hour continuous levee patrols.	
Notes:	

TRIGGERS BASED ON A SLOW RISE FLOOD

LEVEL 3 – DANGER	Action Taken?
San Joaquin River at Venice Island (CDEC ID: VNI) reaches 10.1' NAVD88, and is forecast to rise	<u>Yes/No</u> If No, explain
Perform all actions listed under previous stage and the following additional actions.	
The District President notifies Board of Trustees, District Engineer, and the DWR FOC that Danger stage has been reached.	
District President notifies Board of Trustees and a Delegation of Authority Letter is issued appointing or confirming District Incident Commander, if not already done.	
District Incident Commander activates District response facilities such as supply staging areas, volunteers, deploys resources per FCM, and assigns response functions as needed in accordance with Incident Command System (ICS) protocols.	
District Board considers executing Emergency Resolution (Attachment 4) or Notification of Emergency (Attachment 5), if not already done.	
District Incident Commander contacts San Joaquin OES to coordinate a proclamation of local emergency, if not already done.	
District Incident Commander or Patrol Group Supervisor, if appointed, initiates 24-hour continuous patrols in accordance with District patrol plan (see Levee Patrol Plan Text Box on FCM), if not already done.	
Notes:	

TRIGGERS IMPACTING DISTRICT INTERNAL DRAINAGE

LEVEL 2 – FLOOD	Action Taken?
Power Outage that may impact, or is impacting, the District's internal drainage pump stations	<u>Yes/No</u> If No, explain
District President notifies District Board and San Joaquin County OES that the District is experiencing a power outage, and the District Pumps will switch to emergency back-up systems (if available).	
District President considers signing the Delegation of Authority letter confirming a District Incident Commander (see Attachment 2). A signed copy is emailed to San Joaquin County OES.	
District President or Incident Commander mobilizes emergency generator, fuel, and lights to the impacted pump stations.	
District President or Incident Commander assigns staff and sets a schedule to re-fuel emergency generators as needed.	
Forecast to rain 3" – 6" within a 72 hour period	<u>Yes/No</u> If No, explain
District President directs personnel to test and exercise all drainage control valves, gates, and pump stations.	
District President directs personnel to fuel emergency generators. Consider deployment to pump stations, if not already done.	
District President schedules personnel to monitor district drainage gates, valves, control structures, and pump stations for 24-hours.	
Notes:	

2.3 COORDINATION FOR PUBLIC ALERT AND WARNING

The jurisdictions identified below have the responsibility for alerting and warning the general public within District boundaries. The District will promptly notify this jurisdiction of identified concerns to its levees or internal drainage system in accordance with the San Joaquin Operational Area protocols (see *Section 3.5 Alert and Warning* of the 2022 San Joaquin County Emergency Operations Plan or contact the San Joaquin County OES office for the latest update) and will provide detailed information on the characteristics of the threat. The District will assist, to the extent possible, with notification of the public if requested. All alert and warning of the general public will be carried out in accordance with the plan referenced below. The following jurisdictions are responsible for alerting and warning the general public within the District:

San Joaquin County Sheriff's Department No Fire District (Unprotected)

Alerting and warning will be conducted by the Sheriff's Department SJOA using the procedures contained in the SJOA Risk Communications Annex (see www.sjgov.org/oes). The District will provide a representative to the operational area and SJOA Joint Information Center to assist with alert and warning messages if requested.

2.4 EMERGENCY RESPONSE 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 in the FCM as well as in this EOP.

2.5 FEDERAL AND STATE DISASTER ASSISTANCE

The District's policy is to maintain mitigation and emergency plans and procedures, as well as the physical condition of its levees, at the level required to be eligible for disaster assistance under the Federal Stafford Act program as well as the California Disaster Assistance Act (CDAA). Emergency operations will be conducted and documented in compliance with conditions of those programs for reimbursement of disaster expenses.

Maintain Documentation

The District has assigned its District Engineer and Superintendent to maintain documentation during an emergency that is necessary to receive 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 potential emergency or disaster events.

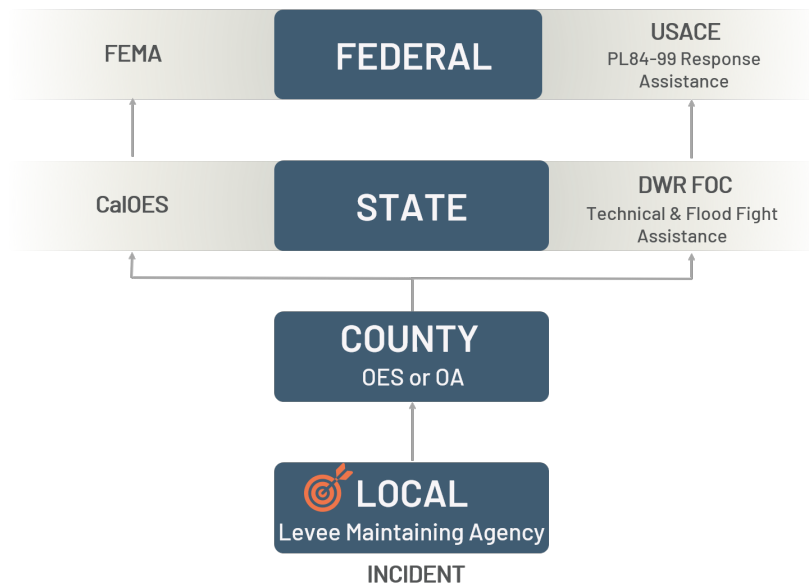
Experience has shown that minimum documentation for State and Federal assistance should include:

- 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

During an emergency, if State or Federal assistance is needed, the District must follow the SEMS/NIMS ladder request process shown in Figure 2. 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 to proclaim a local emergency.

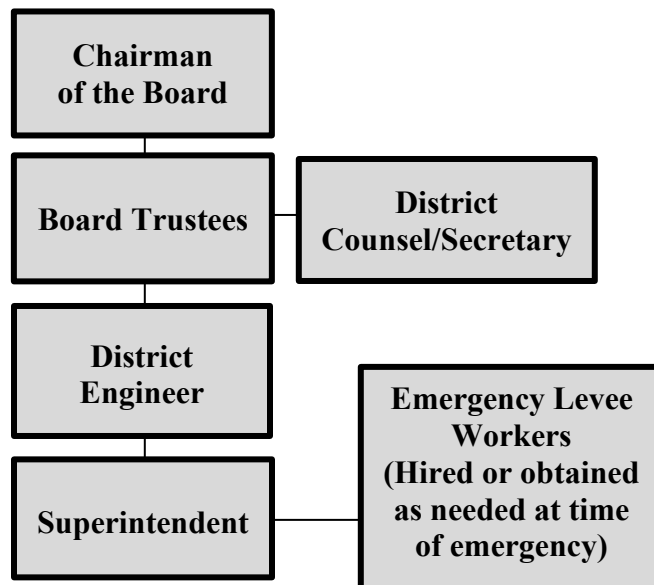
FIGURE 2 | SEMS/NIMS REQUEST PROCESS



SECTION 3 | ORGANIZATION AND 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) as shown on the FCM once the District enters an emergency situation, as triggered by conditions outlined in Section 2.2.3.



The District 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 the 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 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 DISTRICT

Normal purchasing and contract authorities remain in effect. Upon designation of a District 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 District Incident Commander in accordance with Section 2.2.3, the District Incident Commander is authorized to make the necessary expenditures or contracts required to correct threats to levee integrity. 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 OPERATIONAL AREA EMERGENCY MANAGEMENT COMMITTEE

The District Incident Commander is authorized and responsible for representing the District at unified field commands as may be established by the SJOA as well as for representing the District at the SJOA Management Committee. He or she may speak for the District in matters pertaining to 1) the condition of District levees, 2) protective action decisions being made by public safety agencies, and 3) any requests to modify or conform District responses that come out of the multi-agency coordination process.

The Board Chairman will issue a Delegation of Authority letter (see Attachment 2) confirming and defining these specific authorities at the time of an emergency and formally identifying the District Incident Commander and Deputy Incident Commander upon reaching the trigger condition described in Section 2.2.3.

3.2.3 PROVIDE PUBLIC INFORMATION

The District Board Chairman is authorized to speak to the media on behalf of the District as part of the SJOA Joint Information Center (JIC). The District Board Chairman may assign the Secretary as the District Public Information Officer.

3.2.4 MAINTAIN EMERGENCY EQUIPMENT, SUPPLIES, AND EQUIPMENT

The District Superintendent is authorized and responsible for maintaining the District's emergency flood fighting supplies. The District Superintendent will ensure that supplies are maintained at inventory levels set by the District Board of Trustees or at any minimum levels that may be set by the California Department of Water Resources guidance or statutes. The District Superintendent is authorized to acquire supplies as necessary to maintain those levels.

3.2.5 MONITOR WATER CONDITIONS, ELEVATIONS, AND FORECASTS

- Level 1: District President, District Engineer, or designee
- Level 2: District Incident Commander, District Engineer, or designee
- Level 3: District Incident Commander, District Engineer, or designee

3.2.6 ACQUIRE AND/OR DIRECT DISTRICT STAFF DURING EMERGENCY OPERATIONS

- Level 1: District President, District Engineer, or designee
 - Level 2: District Incident Commander, District Engineer, or designee
 - Level 3: District Incident Commander, District Engineer, or designee
- The Board Chairman will issue a Delegation of Authority letter (see Attachment 2) assigning a District Incident Commander as noted in Section 3.2.2.

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

- Level 1: District President, District Engineer, or designee
- Level 2: District Incident Commander, District Engineer, or designee
- Level 3: District Incident Commander, District Engineer, or designee

SECTION 4 | DIRECTION, CONTROL, AND COORDINATION

4.1 MANAGEMENT AND CONTROL 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 the San Joaquin County Unified Flood Fight Command to which the district is assigned, the SJOA Multi-Agency Coordination System (MACS) or any other “as needed” command structure put in place by local officials for the purpose 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 of Trustees shall meet and confer as deemed necessary by the Chairman during emergency operations to perform their policy making and financial responsibilities during emergency response operations. Board meetings will occur in the field or if needed at the office of the District at 343 East Main Street, Suite 715, Stockton, California 95202.

District will issue a Delegation of Authority letter (see Attachment 2) upon reaching an emergency condition, 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 District levee system as an 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 2028 authorize, through the approval of this plan, the District President to assume the position of RD 2028 Incident Commander in accordance with the trigger conditions of Section 2.2.3. In that case, the District President will contribute the signed Delegation of Authority Letter (see Attachment 2) to District staff. Central Delta Unified Flood Fight Command (if activated), San Joaquin OES, and the city of Stockton. The District President is furthermore authorized to delegate the RD 2028 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 District Secretary.

4.1.3 INCIDENT COMMAND FACILITIES

The District does not maintain pre-identified facilities for hosting emergency activities being undertaken by District staff. The District's principal and official office is located at 343 East Main Street, Suite 715, Stockton, California 95202. District activities will be organized and coordinated in the field, or at other incident command facilities established by public safety agencies or the SJOA at the time of the emergency, as appropriate.

4.2 MANAGEMENT AND COORDINATION WITH OTHER JURISDICTIONS

The District President, Incident Commander (if appointed), or designee will ensure that proper management and coordination is maintained with 1) other public agencies and jurisdictions operating within the District, 2) neighboring reclamation districts, and 3) the SJOA. The following procedures will be followed to accomplish this function.

4.2.1 LEVEE DEFENSE UNIFIED COMMAND POST

The County of San Joaquin has established pre-planned Levee Defense Unified Commands with pre-identified command post locations to facilitate coordination and mutual aid between neighboring reclamation districts and supporting city/county, state, and federal agencies. The District Superintendent or District Engineer will report to the District's assigned Levee Defense Unified Command to coordinate the development and implementation of incident action plans. Unified situation assessment, resources, and tactical planning of multi-agency flood fight activities will take place within this unified command.

The District is a member of the Central Delta Flood Fight Command established by the SJOA. The Central Delta Flood Fight Command meets at the Holt Station. The boundaries and assignments to this command may be viewed on the San Joaquin County Unified Flood Fight Command Map available at www.sjmap.org/oesfcm (see Figure 3).

4.2.2 SJOA EMERGENCY OPERATIONS CENTER

The County of San Joaquin maintains and hosts the SJOA Emergency Operations Center (EOC).

Primary Operational Area EOC Location: 2101 E. Earhart Avenue, Stockton, in the Robert J. Cabral Agricultural Center. There could be other emergency facilities established under the OA-EOC located in separate locations.

The Operational Area Multi-Agency Coordination Group (MAC Group) may be activated to assist the EOC Director prioritize incidents for allocation of scarce resources, including mutual aid, assists Planning/Intelligence in information sharing, and conduct resource coordination processes in accordance with the procedures maintained by San Joaquin County Office of Emergency Services. This group works closely with the OA-EOC Logistics Section.

The District is a signatory to the SJOA Agreement and as such its Incident Commander will participate in SJOA multi-agency coordination processes and procedures on behalf of the District. General travel time from Bacon Island to the SJOA emergency operations center is 30 minutes. District representative may remotely communicate with the SJOA EOC through cellular telephone.

The San Joaquin Operational Area Planning/Intelligence Section will provide disaster intelligence and situational status to participating jurisdictions upon activation in an emergency. This District will participate as needed in this disaster intelligence and information sharing process. See www.sjgov.org/oes for relevant SJOA plans.

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 EOC 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 Flood Fight Command.

4.2.3 STATE-FEDERAL FLOOD OPERATIONS CENTER

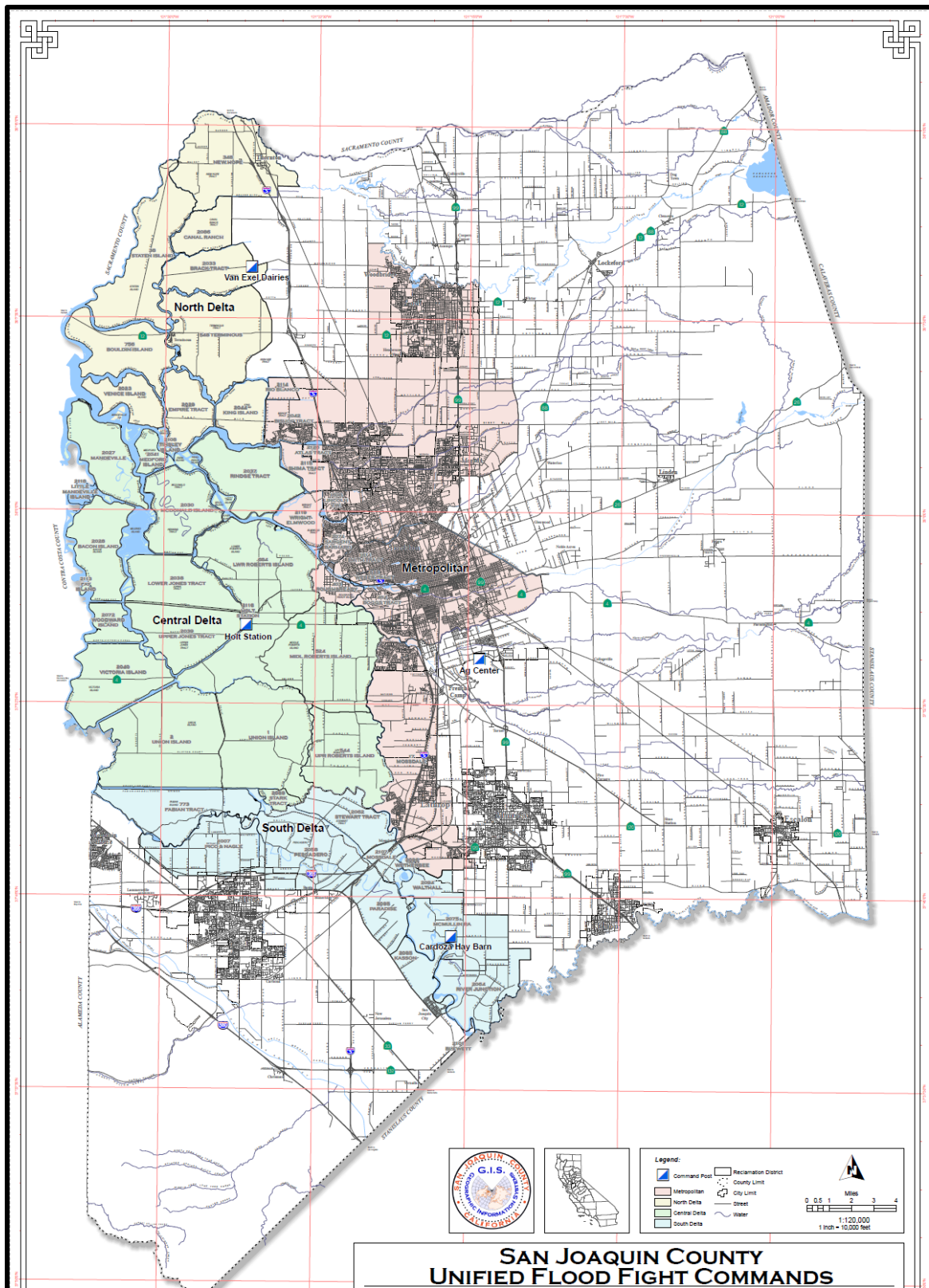
The California Department of Water Resources has special authority under Water Code Section 128 to assist reclamation districts with flood fight operations. The California Department of Water Resources maintains the State-Federal Flood Operations Center (FOC) to perform these functions and support the operations of other State and Federal agencies. The District will maintain communications with the FOC to receive and provide information with that facility and to request technical assistance. The District will communicate with the flood operations center through telephone systems or at Central Delta Unified Flood Fight Command multi-agency coordination activities where FOC representatives are present.

4.2.4 SJOA JOINT INFORMATION CENTER

Public information to the general public and jurisdictions will also be coordinated, planned, and carried out through the SJOA Joint Information Center (JIC). The District will assist with risk communication as requested by the operational area. See www.sjgov.org/oes for relevant SJOA plans and procedures.

The District will provide a public information officer as requested who will have authority to approve information releases. The District information officer will identify the location and schedule of the JIC from the SJOA Public Information Officer at the beginning of the flood event.

FIGURE 3 | SAN JOAQUIN COUNTY UNIFIED FLOOD FIGHT COMMAND MAP



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 reclamation districts
- With the SJOA EOC
- With the State Flood Operations Center

5.2 DISTRICT COMMUNICATIONS

The District does not own or operate communications equipment. The District will rely primarily on personal cell phones of its staff and Trustees to maintain communications between the Board of Trustees, District Secretary, District Incident Commander, and other temporary help response staff that may be hired during the emergency period. In the event of failure of cellular telephone systems, the District will use radios or messengers to transmit information between its staff and other jurisdictions as well as regularly scheduled coordination meetings of the field unified commands and the SJOA organization.

5.3 COMMUNICATIONS WITH OTHER JURISDICTIONS

The District will maintain communications with other jurisdictions by cellular telephone, email, courier, virtual meetings, and by participation in meetings of the Central Delta Unified Flood Fight Command. The San Joaquin Operational Area may assign radio or phone communications equipment to the District if this will provide reliable contact.

5.3.1 SJOA EOC

The District will maintain communications with the SJOA EOC by cellular telephone, email, courier, virtual meetings, and participation in scheduled meetings of the SJOA management. The District will maintain telephone numbers assigned by the SJOA for use by reclamation districts to contact the EOC.

5.3.2 CALIFORNIA DEPARTMENT OF WATER RESOURCES STATE-FEDERAL FLOOD OPERATIONS CENTER

The District will communicate with the Flood Operations Center by cellular telephone, email, virtual meetings, and physical participation in meetings. Additional communications equipment may also be provided to ensure contact.

SECTION 6 | LOGISTICS, FINANCE AND ADMINISTRATION

6.1 MUTUAL AID

The District is a member of the San Joaquin County Operational Area and participates in Mutual Aid within the Operational Area. San Joaquin County is a signatory to the California Master Mutual Aid Agreement and will follow the processes outlined in those documents for requesting and providing mutual aid through standard and established protocols. The SJOA Agreement and San Joaquin County Ordinances have provisions allowing the SJOA Logistics Section and San Joaquin County Purchasing Agent to acquire and transport, on behalf of the District, resources requested by the District.

Mutual aid requests for technical assistance and services, flood fight crews, supplies and materials, and other resources will be made through the SJOA Logistics Section and/or the Operational Area Public Works Mutual Aid Coordinator. See www.sjgov.org/oes for operational area plans and procedures.

Additional requests for support outside of the established Mutual Aid systems (neighbor helping neighbor) 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 once all local (District) resources have become exhausted.

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 2028 Incident Commander will contact San Joaquin County OES to request assistance, via email and phone if necessary:

San Joaquin County OES
oesdutyofficer@sjgov.org
 (209) 953-6200

Request to speak to the OES 24-hour 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)

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

6.2 RESOURCES

See Attachment 3 for pre-event inventory and stockpiles of District flood fight resources and location of supplies. SJOA maintains seven twenty-foot containers with flood fight supplies that the District can draw on through the SJOA Agreement. Inventory of that resource can be obtained from SJOA. In addition, DWR stores resources near the Port of Stockton.

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 2028:

The District maintains standard forms and processes 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 6. The District maintains a standard sole-source contract form for contracts under \$25,000, which do not require a formal public bid process. The District maintains a separate contract form for contracts for any improvement or unit of work, or for materials or supplies over \$25,000 adding bonding requirements and a formal bidding process whereby the District shall be responsible for awarding 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 2028 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 maintains 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 response and construction records, including field reports, procurement and construction management files are maintained by the District President or designee. The District will maintain a safety plan and work rules for employees 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 President or designee will maintain and ensure compliance with District financial and administrative procedures during an emergency period in compliance with any special procedures that may be appropriate to emergency operations and in accord with Board policies.

SECTION 7 | RECOVERY

7.1 RECOVERY CHECKLIST

This section will cover the following post-disaster recovery avenues for Reclamation Districts.

- FEMA Post- Disaster Public Assistance
- DWR Subventions Program
 - Directed Action under the Delta Levees Special Flood Control Projects Program
 - Subventions Emergency Funding

FEMA Post Disaster Public Assistance

1. District Proclaims an Emergency via an Emergency Resolution

While this District proclamation is not a requirement for FEMA assistance, it is highly recommended.

A district emergency proclamation can expedite assistance requests to the State Department of Water Resources and follows the steps outlines in *DWR's Flood Threat Mitigation Process* to request direct assistance.

The District Emergency Resolution (or proclamation) also meets the requirements of the California Public Contract Code, and waives bidding requirements in light of emergency, exigent situations.

2. The County Proclaims an Emergency

If the District anticipates needing post-disaster public assistance, it should request that the County proclaim an emergency.

To access post-disaster public assistance from FEMA, the County must first proclaim an emergency. For this to happen, the County needs detailed information on the location, nature, and estimated cost of damages or resources used in response to the disaster.

The County will request this as an Initial Damage Estimate (IDE). For this initial round, a whole number best guess is acceptable.

This assistance can cover costs related to site monitoring, flood fighting, or implementing temporary emergency measures. It may also include expenses for emergency pumping and levee patrols. A formal damage occurrence is not required—resources used to mitigate the emergency may be sufficient to justify the proclamation.

To accomplish the major tasks above, the District should:

1. Track all resources used, by site

When patrols begin, provide levee patrol logs to document: employee, observations, identified issues, and the evolution of those issues.

- a. Clearly document the start, stop, width, and depth (or height) of the area that was worked on. Document these points with Latitude and Longitude coordinates. Use the FCM map to track the location of these incidents.
Take photographs.
- b. Document any locations that were used as staging areas.
- c. Ensure patrol staff document the date, start and end time, what they did, and the identifying number (such as license plate) of any equipment that was used (including patrol vehicles).

*Note: only overtime is recoverable, so clear records, by employee, date, and time are required.

- d. Document all vendor invoices (for rock, riprap, etc.). Remember that generic mark-up is not eligible for reimbursement.
- e. Send this information to County OES and request that County OES proclaim an emergency.

2. Provide IDEs to the County as Requested

Provide Initial Damage Estimate (IDE) information to County OES. Include damages occurred or resources expended. This includes situations where the District's available resources for patrols, emergency pumping, or other emergency measures may be exceeded, even if no actual levee damage has occurred.

Updated IDEs may be provided as requested by the County on a bi-weekly basis. This will help the County maintain visibility of overall damages within their county, and strengthens their request for State and Federal assistance.

3. Prepare for a Preliminary Damage Assessment (PDA)

The County may reach out to the District if the District has a site that the County would like to use as part of the PDA. The PDA is an on-site evaluation conducted by FEMA representatives, state officials, and local agencies to assess the extent of damage after a disaster. The PDAs help FEMA officials provide a recommendation as to which type and level of assistance is needed.

Ensure to convey that damages are the result of the emergency event, and not a lack of maintenance.

If your specific site(s) is not used as part of the PDA, this does not mean that you're not part of the recovery. The County selects a limited sample size of damaged sites to demonstrate the magnitude and need of assistance to the State and Federal agencies. However, monitor communications for this visit.

DWR Post-Disaster Assistance: Subventions and Directed Action

There are two avenues under the Subventions program for reclamation districts that are part of the levee Subventions program.

A. Directed Action under the Delta Levees Special Flood Control Projects Program

Submit a letter proposal requesting funds when the District has experienced unanticipated costs for the repairs which were required due to the emergency levee conditions.

Submit a letter with the following information:

1. Background
2. Summary of Emergency Work Performed
3. Benefits of the Project
4. Habitat Impacts (if any)
5. Estimated Cost Breakdown
6. Summary of Request
7. Exhibits

Include maps of the location(s) of the incident, identify any critical infrastructure on the map, include photos of the damage and any emergency work performed.

Assistance is limited to available funding.

Submit a letter to:

Mr. Bobby Jafarnejad, Manager Delta Levees Program, Special Projects
Department of Water Resources
715 P Street, 6th Floor
Sacramento, CA 95814

B. Subventions Emergency Funding

This program has a maximum award per District per site of \$50,000.

1. Summary of Emergency
2. Description of Emergency Work Performed
3. Critical Infrastructure Protected by the Emergency Work
4. Summary of Request
5. Exhibits

Include maps of the location(s) of the incident, identify any critical infrastructure on the map, include photos of the damage and any emergency work performed.

Submit the request letter to:

Ms. Sandi Maxwell, P.E.
Delta Levees Maintenance Subventions Program
Department of Water Resources
715 P Street, 6th Floor
Sacramento, CA 95814

SECTION 8 | PLAN DEVELOPMENT AND MAINTENANCE

8.1 PLAN DEVELOPMENT AND MAINTENANCE

The Board Chairman and District Engineer are responsible for overseeing the development of the District's Plan. The District Engineer will maintain Annex A. The District Board Chairman and District Engineer are responsible for periodic review of these documents to determine the need for revisions or updates.

The Board of Trustees will approve this Plan when initially completed. The Board Chairman is authorized to approve routine updates and revisions. The District Board of Trustees will review and re-approve the Plan and Annex A at least every three years. Revised plans must be reviewed and approved by protected cities and the County.

8.2 TRAINING AND EXERCISES

The District will maintain a training program to implement this 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). The District Emergency Response and Training Policy describes the District training program in detail (see Attachment 1).

District employees involved in the implementation of this Plan will receive training on the District Plan and Annex A.

District staff will participate in internal exercises and exercises sponsored by the SJOA jurisdictions.

8.3 PLAN EVALUATION

The District staff will prepare a written After-Action Report (AAR) after any District-declared emergency affecting District levees. The District Engineer is responsible for the preparation of this report. The Board will review and approve the AAR, which will briefly describe District operations, any response problems that arose, and damage sustained by the District. The AAR will also contain recommendations for improving District emergency operations in the future. The Board will provide direction to staff as to the preparation of changes, additions, or revisions to the Plan.

SECTION 9 | 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 (AB 156)

Local

- Ordinance Code of San Joaquin County 1995, Title 4 – Public Safety, Division 3. – Civil Defense and Disaster, Section 4-3008
- San Joaquin County Emergency Operations Plan, February 2022
- All San Joaquin County Sector Evacuation Maps
- San Joaquin County 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 – Emergency Regulatory Notification 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 8 – Engineer’s Levee Threat Assessment (ELTA)

Attachment 9 – District Emergency Flowchart

Attachment 10 – Slow Rise Check List

ATTACHMENT 1:

EMERGENCY RESPONSE AND TRAINING POLICY

Reclamation District No. 2028 Emergency Response and Training Policy

Emergency Response

In an emergency, the District Board of Trustees is responsible for determining general response policy and performing financial oversight. The District Incident Commander is responsible for organizing District response activities, supervising any hired staff or contractors working for the District, and for coordinating with outside agencies. The District may establish the position of Emergency Levee Worker for purposes of hiring or re-assigning non-District staff for levee patrol or other flood fighting tasks at the time of the emergency.

National Incident Management System Training Guidance (NIMS)

In regard to meeting national training requirements, the District will comply with the provisions of the National Incident Management System Training Program Manual, September 2011 and any subsequent revisions to that document. 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 shown on Page 16 of the NIMS Training Program Manual, this Board has determined that District responsibilities to patrol its levees and respond to threats to levee structural integrity would require District staff to manage Type 4 incidents. District training requirements outlined below meet NIMS training recommendations for Type 4 incidents (pages 17 and 18, NIMS Training Program Manual, September 2011) and SEMS training requirements.

Reclamation District No. 2028 Training Requirements

The Board of Trustees hereby establishes the following training requirements for District staff involved in flood emergency operations.

The Board of Chairman shall complete the G-402, Incident Command System Overview for Executives and Senior Officials and the SEMS Executive Course.

The District Engineer and appropriate staff who may serve in the District response organization shall complete, at a minimum, the Combined SEMS/NIMS Course, 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 addition, the District Engineer shall complete IS-800 National

Response Framework and IS-701 NIMS MACS course to meet inter-agency coordination responsibilities.

Staff hired or transferred to serve as emergency levee workers at the time of an emergency shall receive a 2-hour Reclamation District No. 2028 Emergency Safety and NIMS Course that will include a 60 minute summary of the SEMS Introduction, ICS-100 and IS-700 courses and 60 minutes of specific safety and procedures information for their emergency duties prior to beginning work.

ATTACHMENT 2: DELEGATION OF AUTHORITY LETTER

Reclamation District No. 2028 Delegation of Authority Letter

As of _____ hrs, _____, I have delegated the authority and responsibility for the
(Time) (Date)

complete management of the Reclamation District No. 2028 _____
(Name of Incident)

Incident to _____ acting as District
(Name of Individuals)

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 RD 2028 Flood Safety Plan and document conditions requiring its modification

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

- 1.
- 2.
- 3.

By: _____
Chairman, Board of Trustees

Date

ATTACHMENT 3: FLOOD FIGHT SUPPLY INVENTORY

Description/units	Quantity on Hand as of 3/3/2025
Visqueen Plastic, roll 100'X20'X10 mil	5
Sandbag Burlap, each	5,000
Twine (250lb), box	3
Wooden Stakes, each	200
Tie Buttons, each	1,400
Lineman Pliers, each	5
Sledge Hammers, each	5
Shovel, each	6
Life Vests, each	10
Survey Lathe, bundle	2
Flagging Tape, red, white, pink and blue	3 rolls of each
Permanent Marker, pack	1
Pad/Pencil Set, each	1
Spotlight w/extra battery, each	1
Combo Lock	1
Tool Box	1

The above resources are available on Bacon Island. The District has access to additional resources from RD 756 – Bouldin Island, RD 2025 – Holland Tract, and RD 2026 – Webb Tract, as needed



ATTACHMENT 4: EMERGENCY RESOLUTION TEMPLATE

**RESOLUTION OF THE BOARD OF TRUSTEES
OF RECLAMATION DISTRICT NO. 2028
(BACON ISLAND)
EMERGENCY MEETING DATE: _____**

RESOLUTION No.

Upon special notice to and consent by the Trustees of Reclamation District No. 2028, of the County of San Joaquin, State of California, an emergency meeting of the Board of Trustees was held at the district offices at 343 East Main Street, Suite 715, Stockton CA 95202 on **[DAY and DATE]** at **[TIME]**. The Board agreed that an emergency situation exists which requires immediate action by the District

[DESCRIPTION OF EMERGENCY EVENT, JUSTIFICATION]

EMERGENCY DECLARATION

WHEREAS, the Trustees of Reclamation District No. 2028 have considered the condition of the District Levees and the potential risk of general operation at the expense of public safety and agricultural production; and

WHEREAS, the Trustees have noted that the Sacramento and San Joaquin Delta is and will continue to experience high water levels resulting from heavy rainfalls and runoff, high tides, and high winds; and

WHEREAS, the District is experiencing **[DESCRIPTION OF EMERGENCY EVENT]**; and

WHEREAS, after consultation with the District Engineers and after a visual assessment of the condition of the District levees on **[DATE(S) and TIME(S)]**, the District found and declared on **[DATE]** that an emergency situation existed and that all necessary and required work to protect the District and the District's levees should be completed at the earliest possible date.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Trustees of the Reclamation District No. 2028, as follows:

1. As of **[DATE]** an emergency situation exists within the District and along the District's levees, which requires the District to proceed immediately with the work to prevent the possible flooding of the district, and failure to its levees at the earliest possible time.
2. That the emergency condition will not permit a delay resulting from a competitive solicitation for bids for securing materials and equipment needed to address the emergency.
3. That the Board Chairman, and/or District Engineer be hereby authorized and directed to acquire such materials and equipment and to enter into contracts necessary and appropriate to meet the emergency needs of the district, without observing the need to seek formal competitive solicitation of bids, or bonding.

CERTIFICATION

I, David A. Forkel, Chairman and Trustee for Reclamation District No. 2028 (District) do hereby certify that the above is a true and correct copy of the resolution which the Board of Trustees of the District unanimously adopted on **[DATE]**.

Executed on _____, in Stockton, California.

David A. Forkel,
Chairman and Trustee

ATTACHMENT 5: EMERGENCY REGULATORY NOTIFICATIONS

In instances where waterside emergency work is performed, the Levee Maintaining Agency will make all necessary notifications. At minimum, these may include:

1. CA Department of Fish and Wildlife

Fish and Game Code section 1610 exempts certain types of emergency work from the notification requirements in section 1602. **Although notification is not required before beginning waterside emergency work, CDFW must be notified in writing within 14 days after waterside work begins.**

Notification shall be made by completing the Notify for Emergency Work opportunity in the EPIMS Permitting Portal which can be reached at: <https://epims.wildlife.ca.gov/index.do>

2. US Army Corp of Engineers Regional General Permit 8 Effective August 9, 2023 – August 9, 2028

This procedure applies to:

- Permanent or temporary work or structures in navigable waters of the U.S.
- Permanent or temporary discharge of dredged or fill material (including riprap) into U.S. waters, including wetlands, conducted for repair or protection activities deemed an emergency by this office.

Emergency Notification Process: Should always start with email notification and call to verify authorization and notification procedure that fits the specific emergency actions; some actions may fall into maintenance activities.

1. Imminent Threat Situations

If the emergency situation poses an imminent threat that does not allow full notification as outlined in items 1(a) through 1(k) of Regional Permit 8 (RGP 8):

- Submit the letter on the following page via email to the U.S. Army Corps of Engineers (USACE), notifying them of the imminent threat and the need for emergency work.
- If USACE agrees full notification is impractical, the required RGP 8 information must be submitted within 30 days after starting the emergency work.

2. Non-Imminent Situations or Post-Work Notification

If time allows or within 30 days after emergency work begins:

- Submit a notification electronically (via email).
- Include all information specified in items 1(a) through 1(k) of RGP 8.

- Notifications can be in letter format or submitted using the standard individual permit application form (ENG 4345), provided it clearly identifies the request for authorization under RGP 8 and includes all required details.

3. Follow-Up

In all cases, follow up with a phone call to ensure the USACE has received the notification package.

USACE Email Notification Template for Imminent Threat:

DATE: _____

TO: US Army Corp of Engineers (USACE)- Sacramento Agency Regulatory Division
cespk-regulatory-info@usace.army.mil
USACE Phone: (916) 557-5150

CC: California Department of Water Resources (DWR) Flood Operations Center (FOC)
flood_center@water.ca.gov
FOC 24-hr Phone: (916) 576-2619

FROM: _____, RD[]

SUBJECT: RD[] Emergency Notification Request for Imminent Threats

[**AGENCY NAME**] is preparing to respond to an imminent emergency situation on the [**WATERSIDE/LANDSIDE**] of the levee. Depending on changes in weather and _____ **river** conditions, the District shall determine that there is an emergency situation that may threaten the District's ability to provide flood protection to the public. The District is formally notifying the USACE of flood fight activities and pending actions on the **RECLAMATION DISTRICT []** system at [**LOCATION DESCRIPTION**].

Once the imminent emergency is addressed, a formal notification will be provided within 30 days that satisfies the USACE's Regional General Permit 8 required notification procedures. Please contact the District Incident Commander immediately for any information at _____ or _____.

Regards,

 Incident Commander
 Reclamation District _____



Water Resources • Flood Control • Water Rights

EMERGENCY NOTIFICATION

DATE: DATE

TO: John Paasch, Chief: Flood Operations Branch: DWR Division of Flood Management
Randall D. Neudeck, Chairman, Trustee: Reclamation District No. 2028

FROM: Nathan Hershey, District Engineer: Reclamation District No. 2028

SUBJECT: Reclamation District No. 2028: Emergency Notification
Request for Regulatory Coordination Support

Mr. Paasch,

Reclamation District No. 2028, Bacon Island, is preparing for an imminent emergency situation. Depending on changes in weather and river conditions, the District shall declare that there is an emergency situation that may threaten the District's 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 (916) 456-4400 or (916) 873-2530.

Regards,

Nathan Hershey, District Engineer
Reclamation District No. 2028

ATTACHMENT 6:
DISTRICT EMERGENCY CONTRACT

**Contract No. 2028-MM-YY-#
FORM A-3**

CONTRACT FORM

This agreement, made and entered this _____ day of _____, YEAR, by and between Reclamation District No. 2028, hereinafter DISTRICT, and _____, hereinafter CONTRACTOR.

For and in consideration of the payments hereinafter specified to be made by DISTRICT, CONTRACTOR agrees at its own proper cost and expense, to do and/or provide the following in accordance with applicable plans and specifications and as directed by DISTRICT:

PROJECT DESCRIPTION DETAILS and PROPOSAL SUBMITTED by CONTRACTOR, **Exhibit A.**

The total agreed upon price: NOT TO EXCEED AMOUNT based on unit prices.

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. For any Work of the creation, construction, alteration, repair, or improvement which will exceed in cost a total of five thousand dollars (\$5,000), no payment, including all progress payments and the final payment, shall be made to CONTRACTOR in excess of 95% 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 5% 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.

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. 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. 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. Final payment shall be made within sixty (60) days after acceptance of work or portions thereof by DISTRICT.

The complete Contract between the DISTRICT and CONTRACTOR shall consist of the following component parts, to-wit: This instrument; the addenda, if any; including all required attached documents; and insurance.

This instrument and the other documents mentioned above constitute the complete Contract between the DISTRICT and CONTRACTOR and the said other documents are as fully a part of this Contract as if hereto attached or herein repeated.

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As used herein, "INDEMNIFIED PARTIES" collectively refers to all the following: DISTRICT and its Board of Trustees, officers, agents and employees; and the State of California, and all of its agencies, departments, officers, agents and employees, including but not limited to the Central Valley Flood Protection Board and the California Department of Water Resources and their respective officers, agents and employees.

CONTRACTOR shall be responsible for its own work, property, and/or materials until completion and final acceptance of the work by the DISTRICT. In the event of loss or damage, it shall proceed promptly to make repairs or replacement of the damaged work, property, and/or materials at its own expense, as directed by the DISTRICT. CONTRACTOR waives all rights CONTRACTOR might have against DISTRICT for loss of or damage to CONTRACTOR's work, property, or materials. Payment shall not be construed as a waiver of this or of any other terms of the Contract.

CONTRACTOR shall pay for all material, labor, taxes, insurance and other claims, liabilities, and obligations of any nature arising from any aspect of its work performed under this Contract, and shall furnish satisfactory evidence of such payments upon request of DISTRICT. CONTRACTOR agrees to indemnify, defend, and hold harmless INDEMNIFIED PARTIES from all suits, liens, or other claims of any nature arising from its failure to make such payments.

CONTRACTOR shall provide and maintain at all times during the performance the following insurance:

Workers' Compensation insurance meeting the requirements of both the State of California and the Federal Longshore and Harbor Workers' Compensation Act to the extent applicable.

Insurance covering Public Liability, Property Damage, and Contractor's Contractual Liability arising out of or relating to CONTRACTOR's performance hereunder (all including but not limited to work performance and the operation of automobiles, trucks and other vehicles) in amounts of not less than \$5,000,000 per occurrence, protecting CONTRACTOR and INDEMNIFIED PARTIES against liability for damages because of injuries (including death) and in an amount of not less than \$5,000,000 per occurrence against liability for damages to property. All of the following shall be named as additional insureds on said policies: "Reclamation District No. X and its board of trustees, officers, agents and employees; and the State of California, and all of its agencies, departments, officers, agents and employees."

All insurance required hereunder shall be maintained in full force and effect in a company or companies satisfactory to DISTRICT, shall be maintained at CONTRACTOR's expense until performance in full hereof and such insurance shall be subject to requirement that DISTRICT must be notified by thirty (30) days' written notice before cancellation of any such policy. In the event of threatened cancellation for non-payment of premium, DISTRICT may pay same for CONTRACTOR and deduct the same payment from amounts then or subsequently owing to CONTRACTOR hereunder.

The CONTRACTOR shall furnish the DISTRICT with satisfactory proof of the carrying of the required insurance by submitting certifications or policies of insurance to the DISTRICT prior to commencement of work under the Contract. Any work performed prior to the submission of such certification or policies shall be considered as having been done at the CONTRACTOR's own risk and as a volunteer.

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CONTRACTOR certifies that he is 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 that he will comply with such provisions before commencing the performance of the work of this Contract.

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.

CONTRACTOR specifically obligates itself to DISTRICT in the following respects (and this agreement is made upon such express condition), to wit:

CONTRACTOR shall protect and keep INDEMNIFIED PARTIES harmless and free from all liability, penalties, losses, damages, costs, expenses, causes of action, claims and judgments resulting from injury or harm to any person or property arising out of or in any way connected with the performance hereof.

CONTRACTOR shall further hold INDEMNIFIED PARTIES harmless from liability or claims for any injuries to or death of CONTRACTOR's employees resulting from any cause whatsoever, and shall indemnify INDEMNIFIED PARTIES for any cost, expense or judgment (including attorney's fees) paid or incurred in that behalf.

CONTRACTOR shall be fully and exclusively responsible for and shall pay when due any and all applicable contributions, allowances or other payments or deductions, however termed, required by union labor agreements now or hereafter in force.

CONTRACTOR shall indemnify INDEMNIFIED PARTIES against, and save them harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenants of this Contract.

At any time before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which CONTRACTOR hereby agrees to indemnify and save INDEMNIFIED PARTIES harmless, DISTRICT may withhold from any payments due or to become due under this Contract the reasonable value thereof, as determined by DISTRICT.

CONTRACTOR specifically agrees that it is, or prior to the start of work hereunder will become, a CONTRACTOR and an employing unit subject as an employer, to all applicable Unemployment Compensation Statutes.

CONTRACTOR further agrees as regards (a) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages; and (c) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and Municipal taxes and contributions that CONTRACTOR will keep and have available all necessary records and make all payments, reports, collections, deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal laws,

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ordinances, regulations, and requirements in regard to any and all said matters insofar as they affect or involve the CONTRACTOR's performance of this Contract, all so as to fully relieve INDEMNIFIED PARTIES from and protect it against any and all responsibility or liability therefore or in regard thereto.

CONTRACTOR further agrees as to comply with federal and California Labor Codes including, but not limited to the following mandatory State and federal public contract provisions:

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 prevailing wages, the employment of apprentices, and hours of work, all as set forth in Section 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). The CONTRACTOR is responsible for determining which wage classifications are applicable to this project. (Labor Code § 1773.2.) CONTRACTOR may also obtain of the prevailing wage rate at the DIR website: <http://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>. Except for contractors who work exclusively on small public works projects (defined below), all contractors and subcontractors who bid or work on a public works project must be registered with the Department of Industrial Relations (DIR) and pay an annual fee. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR. No contractor or subcontractor may be awarded a public works contract unless registered with DIR. (Labor Code § 1771.1.)

Small Project Exemption - Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. These contractors are still required to pay prevailing wages, maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. The small project exemption applies for all public works projects that do not exceed:

- a. \$25,000 for new construction, alteration, installation, demolition, or repair
- b. \$15,000 for maintenance

All contractors and subcontractors who bid or work on a public works project must be registered with DIR and pay an annual fee. No contractor or subcontractor may be awarded a public works contract 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.

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 them, 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 \$200 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

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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.

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.

Eight-Hour Day Limitation. 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. 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.

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 \$100.00 per calendar day.

Worker's Compensation Certificate. CONTRACTOR shall sign and date **Exhibit B.** (Labor Code §§1860-1861)

Bonds. _____ ☐ Required ☐ Not Required

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 **Exhibit**

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C. A payment bond shall be required on all projects in excess of \$25,000, but is discretionary on projects less than this amount. CONTRACTOR understands that if a payment bond is required, 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 §§ 9550, 9554, 9552). CONTRACTOR shall obtain at its sole cost and expense and provide to DISTRICT a performance bond for this Work. The proper form of the performance bond is attached at the end of this Contract as **Exhibit D**.

Labor Compliance. CONTRACTOR shall provide all records to the DISTRICT and DIR as necessary to demonstrate compliance with applicable sections of the California Labor Code. Such actions may include providing certified payroll records to the DIR. Attached as Exhibit E is a summarized checklist of California Labor Law requirements incorporated into this contract. CONTRACTOR shall sign and date Exhibit E. (Labor Code § 1771.5).

Access to Records. The CONTRACTOR agrees to provide the DISTRICT, CalOES, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the DISTRICT and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Compliance Laws. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR shall inform itself of, and comply with, all applicable federal, state, and local laws, statutes, regulations, ordinances, executive orders, FEMA policies, procedures, and directives.

No Obligation by the Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

DHS Seal, Logo, and Flag. The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Program Fraud and False or Fraudulent Statements or Related Acts. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall sign and date the certification **Exhibit F**. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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Contract Work Hours and Safety Standards Act. During the performance of this contract, the CONTRACTOR agrees as follows:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such DISTRICT or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The DISTRICT or CalOES shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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.

Equal Employment Opportunity. During the performance of this contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that

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employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless

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exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Clean Air Act. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The CONTRACTOR agrees to report each violation to the DISTRICT and understands and agrees that the DISTRICT will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the DISTRICT and understands and agrees that the DISTRICT will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The CONTRACTOR agrees to include these

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requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Procurement of Recovered Materials. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired as follows;

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Suspension and Debarment. During the performance of this contract, the CONTRACTOR agrees as follows:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the DISTRICT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the DISTRICT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

California Air Resources Board Off-Road Diesel Regulation. This contract is subject to the California Air Resources Board Off-Road Diesel Regulation (Title 13 CCR § 2449). In order to be eligible to perform work under this contract, you must have valid Certificates of Reported Compliance, as described in section 2449(n), for the fleet selected for this contract and any listed subcontractors, if applicable. If you do not have said Certificates, you may not perform work under this contract.

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater used in California and most two-engine

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vehicles (except on-road two-engine sweepers). This includes vehicles that are rented or leased (rental or leased fleets).

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: Class A General Engineering Contractor license issued by the California Contractors State License Board.

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.

CONTRACTOR further agrees as to comply with the following contract provisions:

Claims and Disputes. 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).

(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.

(a) 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.

(b) 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.

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

Final Acceptance and Date of Completion. 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. The making and acceptance of final payment shall constitute:

a) A waiver of all claims by Owner against Contractor other than those arising from unsettled Liens, from defective work appearing and acknowledged after final inspection or from failure to comply

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with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

b) a waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

Final payment shall only be made after the Contractor has submitted a conditional release on final payment in compliance with Civil Code § 8136, an example of is included as **Exhibit G**, and which must be submitted with the Contractor's application for release of retention.

Within ten (10) calendar days of receipt of retention, Contractor shall provide Owner with an unconditional release on final payment in compliance with Civil Code § 8138, an example of which is included as **Exhibit H**.

Except for any sum required to be withheld by law or allowed to be held under this Contract, the 5% retention shall be paid 60 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.

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.

Authority of District's Representative. MBK Engineers, as the District Engineer, ("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 their 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.

Inspection and Testing of Work. The DISTRICT or District Representative shall make periodic site visits to observe and interview workers regarding the payment of prevailing wages and proper work classifications. CONTRACTOR and each subcontractor shall cooperate and coordinate with the DISTRICT and provide unaccompanied access to workers on the job site.

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

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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 they 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.

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.

Protection of Work. 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 this 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.

Protection of Persons and Property. 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.

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

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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.

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:

(1) Mutually agreed-upon lump sum or unit price adjustment.

(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/prevaling 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.

Any and all Change Orders are deemed to include a waiver, by Contractor and its Subcontractors, for any and all claims, known and unknown arising from the Contractor's request for additional compensation related to the subject of the Change Order, including a waiver of Civil Code Section 1542.

Right to Withhold Payments. 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:

(1) Unacceptable, defective or nonconforming Work not remedied;

(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;

(3) Failure of CONTRACTOR to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or supplies;

(4) A reasonable doubt that the Work can be completed for the balance then unearned;

(5) Failure of CONTRACTOR to clean up the job site, repair or replace damaged or affected improvements or property; or

(6) Damage to Work or property.

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

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to DISTRICT, indemnifying DISTRICT against any loss or expense, and upon acceptance thereof by DISTRICT, DISTRICT shall release to CONTRACTOR monies so withheld.

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.

Termination.

(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.

(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.

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

Liquidated Damages. Liquidated damages are as described in the Contract Work Hours and Safety Standards Act provisions.

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 CONTRACTOR and any subcontractors shall be assessed penalties for violating Labor Code sections as stated above and as specified in the Code.

This agreement shall not be modified except by written document executed by the parties hereto.

XXXXXXXXXXXX,

Reclamation District No. 2028

By: _____

By: _____

Title: _____

Title: _____

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EXHIBIT A

Contractor Proposal

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EXHIBIT B

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 _____.

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EXHIBIT C

PAYMENT BOND

KNOW ALL BY THESE PRESENTS,

THAT, WHEREAS, _____, 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 9550 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 9550-9554, 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.

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.

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EXHIBIT D

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS,

THAT, WHEREAS, _____, 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.

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EXHIBIT E

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(h);
- (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: _____

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EXHIBIT F

BYRD ANTI-LOBBYING CERTIFICATION

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor Signature

Print name of person signing and company

Date: _____

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EXHIBIT G

CONDITIONAL WAIVER AND RELEASE OF FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

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EXHIBIT H

UNCONDITIONAL WAIVER AND RELEASE OF FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND 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 WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$_____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

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APPENDIX A

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 [name of subcontractor].

Date

Name of person signing and company

ATTACHMENT 7:

FLOOD SAFETY PLAN COMPLIANCE CROSSWALK

Reviewer: RECLAMATION DISTRICT	Reclamation District No./Name: 2028 – BACON ISLAND	Date: JANUARY 2025
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1. Introduction

This compliance crosswalk can be used to review final flood safety plans to confirm that all Section 9650 requirements have been met. Reviewers should confirm that each EOP component shown as part of the compliance with a Section 9650 requirement is present and that the information in that component is complete and satisfactory.

2. California Water Code Section 9650 Compliance Crosswalk Elements

EOP Components meeting Section 9650 requirement to the left	CA Water Code Compliant	Accept Yes/No
EOP Sec. 1.1 Purpose		YES
EOP Sec. 1.2 Scope		YES
EOP Sec. 1.3 Plan Structure		YES
EOP Sec. 2.1 Situation Overview	§ 9650 (b)(1)	YES
EOP Sec. 2.2 General Approach to Seasonal Flood Operations: .1 <input type="checkbox"/> Routine Preparedness and Maintenance .2 <input type="checkbox"/> Monitoring and Analysis .3 <input type="checkbox"/> Alerting, Activation, and Initial Response	§ 9650 (b)(1)	YES
EOP Sec. 2.3 Public Alert and Warning	§ 9650 (b)(4)	YES
EOP Sec. 2.4 Flood Fight Operations	§ 9650 (b)(3)	YES
EOP Sec. 2.5 Federal and State Disaster Assistance	§ 9650 (b)(1)	YES
EOP Sec. 3.1 Organization	§ 9650 (b)(1)	YES
EOP Sec. 3.2 Assignment of Responsibilities .1 <input type="checkbox"/> Make legal and financial commitments .2 <input type="checkbox"/> Represent District .3 <input type="checkbox"/> Provide Public Information .4 <input type="checkbox"/> Maintain Equipment and Supplies .5 <input type="checkbox"/> Monitor Water Conditions and Forecasts .6 <input type="checkbox"/> Activate and Direct District Staff .7 <input type="checkbox"/> Document Expenditures and Actions	§ 9650 (b)(1)	YES
EOP Sec. 4.1 Management and Control of District Operations .1 <input type="checkbox"/> Management and Policy .2 <input type="checkbox"/> District Incident Commander .3 <input type="checkbox"/> Incident Command Facilities	§ 9650 (b)(1)	YES
EOP Sec. 4.2 Management and Coordination with other Jurisdictions .1 <input type="checkbox"/> Unified Flood Fight Command Post. .2 <input type="checkbox"/> San Joaquin Operational Area EOC	§ 9650 (b)(1)	YES

EOP Components meeting Section 9650 requirement to the left	CA Water Code Compliant	Accept Yes/No
.3 <input type="checkbox"/> State-Federal Flood Operations Center .4 <input type="checkbox"/> San Joaquin Operational Area Joint Information Center		
EOP Sec. 5.1 Communications Organization	§ 9650 (b)(3)	YES
EOP Sec. 5.2 District Communications	§ 9650 (b)(3)	YES
EOP Sec. 5.3 Communications with Other Jurisdictions .1 <input type="checkbox"/> San Joaquin Operational Area EOC .2 <input type="checkbox"/> State-Federal Flood Operations Center	§ 9650 (b)(3)	YES
EOP Sec. 6.1 Mutual Aid	§ 9650 (b)(3)	YES
EOP Sec. 6.2 Resources	§ 9650 (b)(1)	YES
EOP Sec. 6.3 Procurement	§ 9650 (b)(3)	YES
EOP Sec. 6.4 Logistics Facilities	§ 9650 (b)(3)	YES
EOP Sec. 6.5 Finance and Administration	§ 9650 (b)(3)	YES
EOP Sec. 7.1 Plan Development and Maintenance	§ 9650 (b)(1)	YES
EOP Sec. 7.2 Training and Exercises	§ 9650 (b)(1)	YES
EOP Sec. 7.3 Plan Evaluation	§ 9650 (b)(1)	YES
EOP Sec. 8.0 Authorities and References		YES
EOP Annex A: Flood Fight History (Text Box)	§ 9650 (b)(1)	YES
EOP Annex A: Historic Levee Breach (Symbol)	§ 9650 (b)(1)	YES
EOP Annex A: Historic Seepage Sites (Symbol)	§ 9650 (b)(1)	YES
EOP Annex A: Historic Erosion Sites (Symbol)	§ 9650 (b)(1)	YES
EOP Annex A: Special Considerations (Text Box)	§ 9650 (b)(1)	YES
EOP Annex A: District Topography and 100-year Elevations	§ 9650 (b)(1)	YES
EOP Annex A: Critical Infrastructure within District	§ 9650 (b)(1)	YES
EOP Annex A: District Flood Fight Resources Depot Locations	§ 9650 (b)(1)	YES
EOP Annex A: Communications Plan (Text Box)	§ 9650 (b)(1)	YES
EOP Annex A: Patrol Plan (Text Box) <input type="checkbox"/> Patrol Meeting Place <input type="checkbox"/> Official responsible for organizing patrols <input type="checkbox"/> Patrol communications and reporting process <input type="checkbox"/> Procedure for marking problem sites <input type="checkbox"/> Patrol Sectors if used	§ 9650 (b)(2)	YES, all items not applicable
EOP Annex A: Patrol Sectors marked on map if used	§ 9650 (b)(2)	N/A
EOP Annex A: Unified Flood Fight Command Post (Symbol or Text)	§ 9650 (b)(3)	YES
EOP Annex A: District Response Facilities (Symbol)	§ 9650 (b)(3)	YES
EOP Annex A: District/Operational Area Supply Staging Areas (Symbol)	§ 9650 (b)(3)	YES
EOP Annex A: Pre-Planned Delivery Points (Symbol and Text Box)	§ 9650 (b)(3)	YES
EOP Annex A: Flood Contingency Options (Text Box)	§ 9650 (b)(3)	YES
EOP Annex A: Dry land levees (Symbol with label)	§ 9650 (b)(3)	YES
EOP Annex A: Pre-Planned Emergency Berms (Symbol)	§ 9650 (b)(3)	YES
EOP Annex A: Tactical Plans (Text Box)	§ 9650 (b)(3)	YES
URBAN DISTRICTS: EOP Annex A: Evacuation Plan (Text Box)	§ 9650 (b)(4)	YES
RURAL DISTRICTS: EOP Annex A: All structures, schools, care homes, and bulk hazardous	§ 9650 (b)(4)	YES

EOP Components meeting Section 9650 requirement to the left	CA Water Code Compliant	Accept Yes/No
materials sites shown (Symbols)		
EOP Annex A: Floodwater Dewatering Plan (Text Box)	§ 9650 (b)(5)	YES
EOP Annex A: Locations of existing district pumping stations (Symbol)	§ 9650 (b)(5)	YES
EOP Annex A: Planned location for emergency dewatering pumping station(s) (Symbol)	§ 9650 (b)(5)	YES
EOP Annex A: Locations of relief cuts (Symbol)	§ 9650 (b)(5)	YES
EOP Annex A: Tactical Plans (Text Box)	§ 9650 (b)(5)	YES

Compliance Approval – Additional Jurisdictional Partner Signatures (If needed)

Jurisdiction	Printed Name	Signature	Date

ATTACHMENT 8:
ENGINEER'S LEVEE THREAT ASSESSMENT (ELTA)

FLOOD

EMERGENCY RESPONSE



Engineer's Flood Threat Assessment

Local Maintaining Agency: _____

River/Stream: _____

Levee/River Mile _____

**State of California
Natural Resources Agency
Department of Water Resources
DIVISION OF FLOOD MANAGEMENT**

Engineer's Flood Threat Assessment



May 2022

Wade Crowfoot
Secretary for Resources
California Natural Resources Agency

Gavin Newsom
Governor
State of California

Karla Nemeth
Director
Department of Water Resources

For Official Use Only

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V2.0 Last Updated: 5/26/2022

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If this threat is predicted to cause catastrophic failure within forty-eight (48) hours, DO NOT fill out this assessment. Contact the State-Federal Flood Operations Center at (916) 574-2619.

Purpose:

The purpose of the Engineer's Flood Threat Assessment (EFTA) is to give the Local Maintaining Agencies (LMA) an opportunity to provide evidence as to why they believe a specific threat is imminent (as part of the Flood Threat Mitigation Process (FTMP)). It is for local maintaining agencies' engineers to identify and collect information about site conditions and specific threats. This may include defects that have occurred due to high water, weather, debris, damage, vandalism, etc. In order to ensure consistency and completeness of documentation for threats, the EFTA standardizes the information collected, defines key decision making criteria, and streamlines the process for assessing the severity of the threat and urgency of the emergency response. This assessment provides a vehicle for LMAs to disclose specific threat conditions to the Department of Water Resources (DWR) and open a discussion about concerns and possible mitigation actions. The EFTA does not discriminate against project and non-project levees. The EFTA takes into account only a "snapshot in time" using the date at which the assessment physically took place. Revisions/addendums may need to be submitted based on changing conditions. Not all of the information requested on the EFTA is required, but adequate information should be provided to justify further actions. Attachments such as maps, pictures, and previous reports are highly encouraged.

If it is determined with the initial DWR site visit that the site is NOT at risk of failing within 48 hours, but could be at risk of failing within the flood season, then the EFTA shall be completed and stamped by a California licensed Profession Engineer (P.E.) or Certified Engineering Geologist (C.E.G.). The State-Federal Flood Operations Center (FOC) will then use information collected during the initial DWR site visit and the information contained in the EFTA to determine whether or not the threat meets the criteria for imminent threat. Which means, if the site is predicted to cause catastrophic failure within the event or within the flood season as outlined in the FTMP, it may be considered for an imminent threat response. If the threat is still determined to not be an imminent threat, then the LMA should pursue a permanent repair and secure funding through assessments, grants, and other programs administered by DWR and the U.S. Army Corps of Engineers (USACE). The FOC is not the lead for any programmatic repairs.

The goal of the FOC is to mitigate flood threats through emergency response actions, so that programs outside of emergency response can properly investigate, design, permit, contract, and construct permanent repairs.

Contact Information:

Elizabeth Bryson, P.E.

Manager, Flood Operations Section

Phone: (916) 574-1358

Email: Elizabeth.Bryson@water.ca.gov

Lance Ablang, P.E.

Manager, State-Federal Flood Operations Center

Phone: (916) 574-2643

Email: Lance.Ablang@water.ca.gov

George (Wade) Wylie, P.E.

Manager, Flood Project Inspection and Assessment Section

Phone: (916) 574-2353

Email: George.Wylie@water.ca.gov

State-Federal Flood Operations Center

Phone: (916) 574-2619 (24-hour)

Email: flood_center@water.ca.gov

Disclaimer:

This EFTA and any attachments may contain confidential information for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on this assessment is strictly prohibited. The FOC does not conduct long-term repairs nor declare emergencies, but mitigates flood threats by responding to emergencies.

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Engineer's Flood Threat Assessment

Local Maintaining Agency: _____

River/Stream: _____

Levee/River Mile _____

Initial Observation Date:		Assessment Date:	
Time:		Time:	

Local Contact:		Phone & Type:	
<input type="checkbox"/> Project Levee <input type="checkbox"/> Non-Project Levee <input type="checkbox"/> Non-Leveed Section		Alt Phone & Type:	

ATTENDEES AT SITE ASSESSMENT				
Name	Title	Company	Phone	Email

CONTACTS		
	Name	Phone
DWR:		
Maintaining Agency:		
Maintaining Agency Engineer:		
Other:		

LOCATION OF DISTRESS			
Location:		Watercourse:	
County:		Maintaining Agency:	
Latitude:		Levee Unit Number:	
Longitude:		Levee Mile/River Mile/Station:	
Datum:		Right/Left Bank:	
Position:	<input type="checkbox"/> Waterside <input type="checkbox"/> Landside <input type="checkbox"/> Crown <input type="checkbox"/> Slope		
Location Description:			

TYPE OF LEVEE DISTRESS							
<input type="checkbox"/> Cracking	Length:		Width:		Depth:		Direction:
<input type="checkbox"/> Sloughing	Length:		Width:		Depth:		Direction:
<input type="checkbox"/> Erosion	Length:		Scarp Height:		Berm Width:		Crown Width:
<input type="checkbox"/> Seepage	Length:		Flow Rate:		Material Transport:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Boil	Diameter:		Flow Rate:		Material Transport:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Sinkhole/Void	Diameter:				Depth:		
<input type="checkbox"/> Other							

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NON-LEVEED CROSS-SECTION SKETCH

Directions: For non-leveed related issues, please use the template below. Include soil profiles, slope armoring, pipelines, conduits, utility lines, any additional features that may assist in assessing the site, any additional notes to the best of your ability, and all relative elevations including water surface elevation at time of site visit, recent high water surface elevation (if evident), and original landside ground elevation. If seepage or stability is a concern, please include seepage path or failure surface.

Waterside Bank Slope:		Relative Water Surface Elevation:	
Waterside Bank Height:		Relative Landside O.G. Elevation:	
Landside Bank Height:		Upstream Gage:	
Landside Bank Slope:		Downstream Gage:	
¹Describe method/technique used to mark and measure. Select tools utilized:	<input type="checkbox"/> Tape <input type="checkbox"/> Laser Level <input type="checkbox"/> Sight Level <input type="checkbox"/> Surveying Rod <input type="checkbox"/> Total Station <input type="checkbox"/> Other		

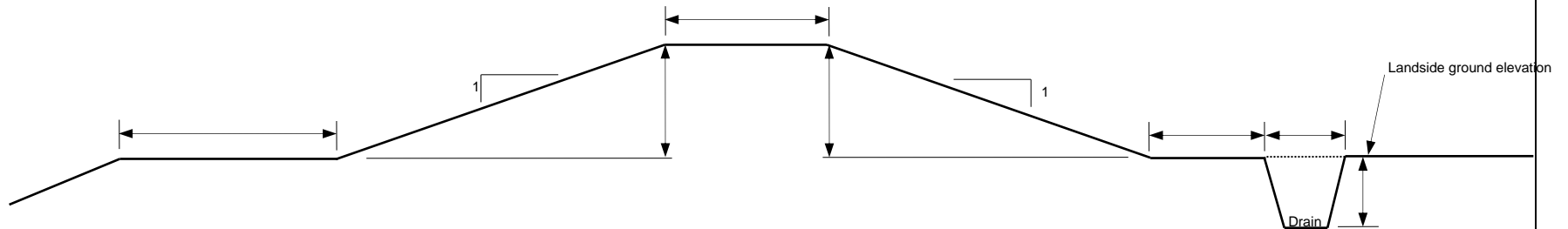
¹See *Levee Threat Monitoring Guidelines* booklet for suggestions.

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LEVEED CROSS-SECTION SKETCH

Directions: For levee-related issues, please use the template below. Include soil profiles, slope armoring, pipelines, conduits, utility lines, any additional features that may assist in assessing the levee, any additional notes to the best of your ability, and all relative elevations including water surface elevation at time of site visit, recent high water surface elevation (if evident), and original landside ground elevation. If seepage or stability is a concern, please include seepage path or failure surface.



Waterside Slope:		Crown Width:	
Waterside Height:		Relative Crown Elevation:	
Landside Height:		Relative Water Surface Elevation:	
Landside Slope:		Relative Landside O.G. Elevation:	
Upstream Gage:		Downstream Gage:	
¹Describe method/technique used to mark and measure. Select tools utilized:			
<input type="checkbox"/> Tape <input type="checkbox"/> Laser Level <input type="checkbox"/> Sight Level <input type="checkbox"/> Surveying Rod <input type="checkbox"/> Total Station <input type="checkbox"/> Other			

¹See *Levee Threat Monitoring Guidelines* booklet for suggestions.

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PLAN VIEW SKETCH

Directions: Please include all dimensions, slopes, grade breaks, water edge, original landside ground elevation, pipelines, conduits, utility lines, encroachments, any additional features that may assist in assessing the site, and any additional notes. Indicate north direction in the space provided.



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SITE HISTORY AND THREAT	
History of Affected Area: <i>Please include past reports on problem if available.</i>	
Underlying Cause of Threat: <i>Examples include poor construction, additional loading, levee geometry, poor soils, etc.</i>	
Current Flood Fight Methods to Mitigate Threat:	

GEOTECHNICAL ASSESSMENT	
Soil Description: <i>Describe how this information was obtained for example by observation, boring logs, lab testing, etc.</i>	
How does the levee soil or foundation soil type impact the potential threat?	
Recommendations for further soil testing: <i>Select all that apply and provide a justification as to why that testing method is necessary.</i>	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Sieve Analysis <input type="checkbox"/> Hydrometer Analysis <input type="checkbox"/> Atterberg Limits <input type="checkbox"/> Permeability <input type="checkbox"/> Direct Shear <input type="checkbox"/> Triaxial Compression <input type="checkbox"/> Unconfined Compression <input type="checkbox"/> Standard Penetration Test </div> <div style="width: 50%;"> <input type="checkbox"/> Cone Penetration Test <input type="checkbox"/> Boreholes <input type="checkbox"/> Test Pits <input type="checkbox"/> Inclinator <input type="checkbox"/> Extensometer <input type="checkbox"/> Land Surveys <input type="checkbox"/> Other </div> </div>

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RIVER CONDITIONS						
Upstream Gage:	Date:		Downstream Gage:	Date:		
	Time:			Time:		
	Stage:			Stage:		
² Current River Stage at Site of Threat:			Datum:		Flow Velocity:	
² Current River Stage at Official Forecast Point:			Current Weather Conditions:			
² Forecasted River Stage at Official Forecast Point:			Forecast Weather Conditions:			
River-Stream Forecast:	<input type="checkbox"/> Water level is forecast to recede <input type="checkbox"/> Water level is forecast to remain the same <input type="checkbox"/> Water level is forecast to rise					
Water Level:	<input type="checkbox"/> Current or forecasted river stage as compared to the adjacent landside ground elevation is such that no structures or public roads would be impacted <input type="checkbox"/> Current or forecasted river stage as compared to the adjacent landside ground elevation is such that few structures and public roads would be impacted <input type="checkbox"/> Current or forecasted river stage as compared to the adjacent landside ground elevation is such that numerous structures and public roads would be impacted					

² Use <http://cdec.water.ca.gov> and <http://www.cnrfc.noaa.gov>

IDENTIFY CRITICAL INFRASTRUCTURE AT RISK			
Indicate critical infrastructure at risk or protected by levee (if applicable), taking into consideration current and forecasted river stage:			
Public Roads, Evacuation Routes, Highways:		Potential Inundation Acreage:	

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INITIAL ASSESSMENT/FAILURE ANALYSIS	
Failure Mode Description: <i>(Sloughing, erosion, seepage, etc.)</i>	
³ Describe the progression (failure rate) of threat and methods used to measure progress:	
Indicate the threshold to predict failure. Provide an explanation for threshold and value.	
Degradation Rate:	<input type="checkbox"/> Degradation rate is slow, and it will not affect the structural stability of the area. It will likely withstand during the upcoming flood season <input type="checkbox"/> Degradation rate is moderate and potential failure is expected within five (5) days <input type="checkbox"/> Degradation rate is critical and potential failure is expected within forty-eight (48) hours
Potential Threat & Flood Fight Methods:	<input type="checkbox"/> The site has a high probability of keeping water contained within the waterway during the flood season under existing and forecast conditions without placement of flood fight materials. Flood fight methods, other than monitoring, are not necessary <input type="checkbox"/> The site may not be able to keep water contained within the waterway without the placement of flood fight materials (sandbags & plastic) to mitigate the threat <input type="checkbox"/> The site cannot contain water within the waterway without placement of emergency materials. Flood fight methods cannot mitigate the threat due to the severity of existing and forecast conditions and more robust materials (rock and soil) are required

³ Please include any pertinent documents such as patrol logs and pictures to illustrate the progression of the threat.

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RECOMMENDED EMERGENCY MEASURES/FLOOD FIGHT METHODS	
Recommended Action	Comment
<p>⁴<i>Please check all that apply.</i></p> <p> <input type="checkbox"/> Monitor <input type="checkbox"/> Riprap <input type="checkbox"/> Embankment Fill <input type="checkbox"/> Sandbag Ring <input type="checkbox"/> Other <input type="checkbox"/> Sack Topping <input type="checkbox"/> Temporary Levee <input type="checkbox"/> Lumber and Sack Topping <input type="checkbox"/> Sack Ring <input type="checkbox"/> Envelope Method <input type="checkbox"/> Raincoat Method <input type="checkbox"/> Emergency Spillway <input type="checkbox"/> Structure Protection/Diversion <input type="checkbox"/> K-rail <input type="checkbox"/> Sheet Piles <input type="checkbox"/> Other </p>	
<p>⁵ Initial Engineer's Cost Estimate: <i>Include materials, quantities, equipment, method, and opinion of cost</i></p>	

⁴ See *Flood Fighting Methods* booklet for more information.

⁵ Please include attachments when necessary.

RECOMMENDED PERMANENT REPAIR OR REHABILITATION	
<p>⁶ Include materials, quantities, equipment, method, and opinion of cost</p>	

⁶ Please include attachments when necessary. This will not be performed by the State-Federal Flood Operations Center, but may be considered by the programmatic levee repair program within the Department of Water Resources.

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Engineer's Flood Threat Assessment

Local Maintaining Agency: _____

River/Stream: _____

Levee/River Mile _____

ADDITIONAL NOTES

Directions: Please provide any pertinent information that may be helpful in assessing this threat. Photos, maps, and any other attachments are encouraged.

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**State of California Natural Resources Agency
Department of Water Resources
DIVISION OF FLOOD MANAGEMENT**

ENGINEERING CERTIFICATION

This assessment has been prepared under my direction as the professional engineer or certified engineering geologist in direct responsible charge of the work, in accordance with the provisions of the Professional Engineers' Act or the Geologist and Geophysicist Act of the State of California.

P.E. or C.E.G. Stamp

Address

Phone Number

Company

Printed Name

Signature

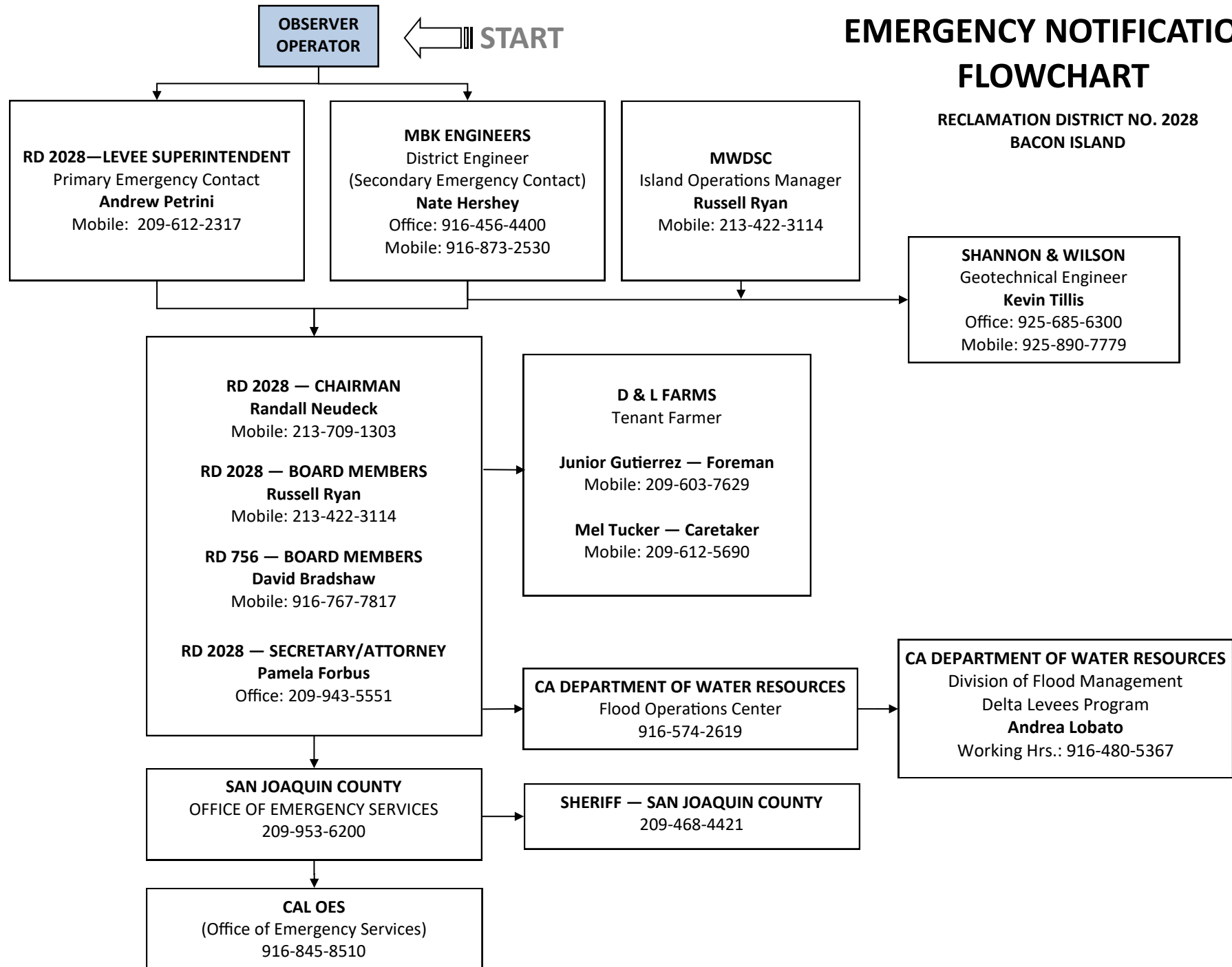
Date

REVISIONS			
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ATTACHMENT 9:
DISTRICT EMERGENCY FLOWCHART

EMERGENCY NOTIFICATION FLOWCHART

RECLAMATION DISTRICT NO. 2028
BACON ISLAND



ATTACHMENT 10:
SLOW RISE CHECK LIST

SLOW-RISE FLOOD EMERGENCY CHECKLIST

Levee Maintaining Agencies (LMAs) will take these general steps during a slow-rise flood.

Level 1 – Monitoring

- ☐ District Designee monitors the Venice Island gage (VNI, 8.6' NAVD88)
- ☐ District Designee contacts personnel and/or volunteers to notify them of the possibility of levee patrols.
- ☐ District Designee ensures that levee patrol vehicles are equipped with flood contingency map and levee patrol logs
- ☐ District Designee begins periodic patrols at least twice every 12 hours in accordance with District patrol plan (see Levee Patrol Plan Text Box on FCM). Monitor known and new areas for emerging issues. Increase patrols to continuous 24-hr patrols when Venice Island gage (VNI) reaches 9.1' NAVD88.
- ☐ District Designee asks personnel/volunteers to watch *Just In Time Training Videos* in preparation for levee patrols and flood fighting activities: www.musrflood.squarespace.com
- ☐ District Designee will ensure that all District gates are in the drainage position, or closed, as appropriate. See Flood Contingency Map for locations.
- ☐ District Designee notifies trustees of current weather and forecast conditions

Level 2 – Flood

- ☐ District Designee monitors Venice Island gage (VNI, 10.1' NAVD88)
- ☐ District Designee increases patrols to continuous (24-hr patrols) in accordance with District patrol plan (see Levee Patrol Plan Text Box on FCM). Monitor known and new areas for emerging issues.
- ☐ **RD 2028 considers District Declaration of a Local Emergency**
See enclosed Emergency Operations Plan for sample emergency resolution (Attachment 4).
- ☐ **Appoint District President as Incident Commander**
District Chairman notifies Board of Trustees that Danger Level has been reached and issues a Delegation of Authority Letter appointing or confirming District Chairman as Incident Commander, if not already done. See Emergency Operations Plan for sample delegation of authority letter (Attachment 2).
- ☐ District Board of Trustees determines authorized spending limit for incident.
- ☐ District Designee notifies district board members that levee patrols have started.

- ☐ **Notify RD 2028 President and CA Department of Water Resources** that flood stage has been reached.

RD 2028 President:	Randall Neudeck
Email:	rneudeck@mwdh2o.com
Phone Number:	(209) 709-1303
Department of Water Resources – Flood Operations Center (DWR FOC)	
Email:	Flood_Center@water.ca.gov
24-hr Phone Number:	(916) 574-2619

- ☐ **Notify San Joaquin County OES** that Flood Stage has been reached, and levee patrols have started.
Make note of whether you may need assistance based on forecasted conditions.

San Joaquin County OES Manager:	Tiffany Cacho
Email:	tcacho@sjgov.org
Phone Number:	(209) 953-6200

OR

San Joaquin 24-hr Duty Officer:	(209) 953-6200
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- ☐ *Consider whether the District will need materials, hand crews, etc. over the next few days based on forecasted conditions. Submit request to the County OA in anticipation of the time it take to process a request, receive, or pick-up requested resources.

Level 3 – Threat to Levee Integrity

- ☐ **RD 2028 considers District Declaration of a Local Emergency**
See Attachment 4 in Emergency Operations Plan for sample emergency resolution.
- ☐ RD 2028 IC activates personnel and starts staking and activates response to prevent levee failure and flood fight activities; request resources, technical assistance and possibly contractor outreach
- ☐ **Notify San Joaquin County OES** that Danger Stage has been reached. Consider the need to request a **County Proclamation of Local Emergency**.

San Joaquin County OES Manager:	Tiffany Cacho
Email:	tcacho@sjgov.org
Phone Number:	(209) 953-6200

OR

San Joaquin 24-hr Duty Officer:	(209) 953-6200
---------------------------------	----------------

LEEVE THREAT IDENTIFICATION

If a new levee threat is identified the following steps may be taken

- ☐ Stake the problem in accordance with DWR's Levee Threat Monitoring Guidelines field book
- ☐ Document the lat/long, relevant dimensions (length, width, etc), and take photos
- ☐ Notify the Patrol Group Supervisor or Incident Commander of the threat
- ☐ District Incident Commander notifies District Engineer to determine level of urgency
- ☐ Determine flood fight method or needed repair
- ☐ Determine resources, crews, equipment, or contractors needed to implement repair. Incident Commander to confirm next steps.

ASSISTANCE REQUESTS

If technical assistance or flood fight materials are needed from DWR the District must follow the SEMS/NIMS system to request.

The District must:

- ☐ Request technical assistance and/or flood fight materials from **San Joaquin County OES** via email and phone call

San Joaquin County OES Manager:	Tiffany Cacho
Email:	tcacho@sjgov.org
Phone Number:	(209) 953-6200

OR

San Joaquin 24-hr Duty Officer:	(209) 953-6200
---------------------------------	----------------

- ☐ San Joaquin County OA will forward request for technical assistance and/or flood fight supplies to DWR Flood Operations Center (DWR FOC)

Department of Water Resources – Flood Operations Center (DWR FOC)	
Email:	Flood_Center@water.ca.gov
24-hr Phone Number:	(916) 574-2619

