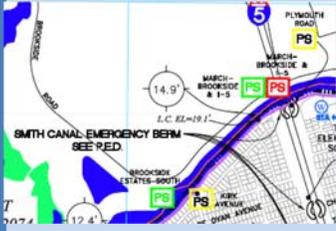


# Reclamation District No. 2064 Emergency Operations Plan



**San Joaquin Operational Area  
December 2015**



## DISCLAIMER

“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 reserves 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 of Trustees or its officers or employees be personally responsible for the procedures taken or not undertaken by Reclamation District No. 2064 in the event of a flood emergency, regardless of whether such procedures were or were not included in the Plan, or as required under local, state or federal law.

# Emergency Operations Plan Plan Promulgation

To whom it may concern:

This document and accompanying annex map, having been duly reviewed and approved by the Board of Trustees of Reclamation District No. 2064 (“the District”), is hereby promulgated as the official emergency plan of the District. Those working on behalf of the District are directed to use this Plan as the general outline and basis for emergency response to flood events. This Plan meets the safety plan requirements with the National Incident Management System (NIMS) and the National Response Framework.

The General Manager (or similar designation), the District Attorney, and the District Engineer are 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. Copies of the Plan shall be provided to additional agencies upon request.

The Board of Trustees of the District shall review and revise this Plan and accompanying annex once every two years or after each major levee modification or due to other major land use changes that may occur within the boundaries of the District whichever is sooner. The General Manager, District Attorney, or the District Engineer are authorized to make submit updates and changes to the Plan as required by changes in District operations and personnel, and changes to outside agency plans that affect District operations, subject to approval by the District.

Sincerely,

\_\_\_\_\_  
Gordon Armstrong, Trustee

\_\_\_\_\_  
J. B. Wilson, Trustee

\_\_\_\_\_  
Mary Dutra, Trustee

See Resolution No. \_\_\_\_\_

# Record of Changes

Revision Number	Sections Revised	Date of Distribution	Name of Approving Authority

## Record of Initial Distribution

<u>Agency Name</u>	<u>Address</u>	<u>Date Distributed</u>
San Joaquin County Office of Emergency Services	2101 E. Earhart Avenue Suite 300 Stockton, CA 95206	
City of Lathrop	390 Towne Centre Lathrop, CA 95330	
Lathrop-Manteca Fire District	800 J Street Lathrop, CA 95330	
Lathrop Police Services	15597 Seventh Street Lathrop, CA 95330	
Department of Water Resources Flood Operations Branch	3310 El Camino Avenue Sacramento, CA 95821	
California Office of Emergency Service	3650 Schriever Avenue Mather, CA 95655	
Central Valley Flood Protection Board	3310 El Camino Avenue Room 151 Sacramento, CA 95821	
Reclamation Districts 2062, 2107 And 2075	73 Stewart Road Lathrop, CA 95330	

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## Section 1 – Plan Introduction

### 1.1 Purpose

The purpose of this plan is to ensure the effective performance of Reclamation District No. 2064 responsibilities in a flood emergency in collaboration with other jurisdictions performing emergency functions within the boundaries of the District. This Plan will be used in conjunction with the emergency operations plans of the State of California 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. This Plan meets the requirements of Section 9650 of the California Water Code.

### 1.2 Scope

RD 2064 is an independent agency with the non-exclusive responsibility for maintaining the levees on the Stanislaus and San Joaquin Rivers that border the District on the South and West. This Plan describes procedures for meeting the District's responsibility. This Plan outlines the District's plan for:

- Flood preparedness
- Levee patrol
- Flood fight
- Dewatering
- Recovery and After-Action procedures

### 1.3 Plan Structure

This Plan is structured as a traditional Emergency Operations Plan in accordance with Comprehensive Preparedness Guide (CPG) 101 issued by the Federal Emergency Management Agency (FEMA). Annex A titled RD2064 FLOOD CONTINGENCY MAP shall be considered part of the Plan. The most current flood contingency map that includes the District can be accessed at the SJOA Flood Contingency Map website, [www.sjmap.org/oesfcm](http://www.sjmap.org/oesfcm).

## Section 2 – Concept of Operations

### 2.1 Overview

See Annex A for District boundaries, levees, pumping stations, major roads, supply depots, historical flooding summary, location of past breaches, and areas of past seepage, and characteristics of the two major rivers that front on the south and west boundary of the District.

The San Joaquin River runs along and adjacent to the west boundary of the District. The south boundary is next to the Stanislaus River. The north boundary is a series of straight lines that follows property lines and roads generally north of Mortensen Road and Trahern Road. The same for the east boundary which falls easterly of Manteca Road.

The levee along the San Joaquin is also referred to as River Junction – Unit No. 1, and the Stanislaus levee is referred to as River Junction – Unit 2. Both levees are identified as Project Levees by the US Army Corp of Engineers.

The current FEMA Flood Insurance Rate Map indicates that most of the land within the District's boundary will be flooded due to a 100-year flood event. The largest portion of the land is designated as ZONE AE with a base flood elevation of 33-feet. A smaller area in the northeast is designated ZONE X that subject to flooding during a 200-year event.

Access to the District from the south is South Airport Way across a bridge over the San Joaquin River, which is also the main north-south county road through the south portion of the County. Other major county roads providing access to the District includes Manteca Road and Union Road in the northeast portion of the District.

The District is one of three levee maintenance districts that lie along the east bank of the San Joaquin River from the Stanislaus River to Mossdale, a distance of about ten miles. The other districts are RD2075-McMullin Ranch and RD2094-Walthall Tract. The San Joaquin flows northward toward the Delta and past the west side of the District draining a watershed of about 13,500 square miles.

Since 1929, a large area north of Vernalis has flooded eleven times. On average this amounts to a flood event approximately every eight years. The most recent large flood event occurred in 1997. Seepage through and under the District's levees, and eventual levee breach caused water to not only flood a large area within the District boundary, but crossed dry land to dry land levee which held during the 1997 event. The river levee did break in RDs 2075 and 2094. This flood damaged 700 structures, forced more than 2,000 people from their homes, and caused \$100 million in damages.

Within the District boundary, there are an estimated 164 parcels with areas as small as 1 acre or less up to the largest of 690 acres. Each year parcels are assessed their share of the District's annual budget. All assessments are based on acreage. So the larger parcels pay a proportionate higher assessment.

Financially, farmers within the District are going through difficult times. The long lasting recession the nation went through has had, and still has, a negative impact on farmers within the District.

Most reclamation districts within the center of the San Joaquin Delta maintain levees that flood protect "islands" of farmland where land elevations are at, near, or below sea level. Hydraulic pressure on the levees is constant year around. Although many of these island levees need repair, generally they have served the districts well. These levees typically are made up of material that has a considerable amount of clay, thus reducing significantly seepage through and under the levee.

The levees maintained by the District, only see water during high water or a flood event, and protect not only the farmland within the District's boundary but also farmland (commercial and residential) in the two districts to the north. All three districts were flooded in 1997. The levees are "dry," not experiencing year-round water pressure, except when adjacent river flows are near or at flood stage. In the years past, flooding has occurred much more frequently resulting in a considerable financial burden on those property owners affected.

However, there are certain District levees that are made up of material that has a high percentage of silty sand. As a result, during flood events, a significant degree of seepage can occur through and under the levee. In time, as the levee becomes thoroughly saturated, the levee begins to lose its ability to hold back the high water, and breaks occur. Prior to breaks, there is a high rate of seepage at many locations.

The San Joaquin River is the major drainage channel for a very large watershed that reaches high into the Sierra Mountain northeast of Fresno. Although Friant Dam does throttle down high flows of run-off, significant high rates of flow still reach Vernalis. Combined with other tributary rivers, such as the Stanislaus, the flood water impact on District levees reaches its extreme. It is the opinion of local observers that the South Airport Way Bridge and the approach embankments choke high water flow.

## **2.2 General Approach to Preparing for Flood Events**

The District will carry out routine preparedness activities prior to the period of the year when high water level events occasionally occur. Annex A describes the operations of the flood fight managed by the District. Section 3, Organization and Assignment of Responsibilities, describes the requirements for performing routine and emergency activities.

### **2.2.1 Routine Preparedness and Infrastructure Maintenance**

The District has established the following preparedness actions:

1. District Manager inspects District levees on a routine basis
2. Ongoing vegetation control program
3. Semi-annual joint inspection of levees with State DWR inspector
4. Periodic joint inspection of levees with Federal inspectors
5. Annual inspection and maintenance of levee access control gates
6. Annual inspection and maintenance of pumping stations
7. Ongoing rodent control program
8. Annual review of flood fighting supplies

The District owns pumping stations for internal drainage control. It is the policy of the District to hire, as needed, contractors specializing in pump installations and maintenance to inspect the pumps to insure they operate reliably.

### **2.2.2 Monitoring and Analysis**

Throughout the flood season, the District will monitor and analyze river conditions, water surface elevations, and weather and river flow forecasts. The purpose of this effort is to identify conditions that require further actions above the normal routine preparedness activities.

The District in their preparedness activities will often refer to measurements measured by the gauge located on the San Joaquin River near Vernalis (Datum NAVD88).

### **2.2.3 Efforts To Be Taken When Flood Event Approaches**

#### Action

#### Trigger Condition

Manager to alert Trustees and landowners

Official prediction that flood stage will be reached at the Vernalis Gauge

District issues a Delegation of Authority Letter appointing an Incident Commander

Contact San Joaquin County OES, Lathrop-Manteca Fire District, City of Lathrop, and San Joaquin County Sheriff

Potential threat to levee integrity, or District begins emergency repairs

Persons directed by the District to focus on levee inspections

Flood stage monitoring level at Vernalis reached

Action (cont.)

Trigger Condition (cont.)

Begin 24-hour continuous levee patrols

Stages reaches flood elevation at Vernalis gauge station

Contact the State and Federal flood Operations

Critical levee problems discovered

Each action indicated above will be taken when reaching the trigger indicated, or if the representatives of the District feel it is warranted.

**2.3 Public Alert and Warning**

The District will promptly notify jurisdictions responsible for alerting and warning the general public upon identification of a threat to the District levees. The District will provide detailed information on the characteristics of the threat, and will assist, to the extent possible, with notification of the public, if requested. The San Joaquin County Office of Emergency Services and the County Sheriff will be responsible for alerting and warning the general public.

Alerting and warning will be conducted by the San Joaquin County Sheriff's Office through the SJOA using the procedures contained in the SJOA Warning Annex (see [www.sjgov.org/oes](http://www.sjgov.org/oes)). The District will provide a representative to the Operation Area and SJOA Joint Information Center to assist with alert and warning messages, if requested.

In the future, evacuation maps and brochures for the public use will be available at a dedicated website maintained by SJOA. These maps will contain information on receiving alerts and warnings within the District along with evacuation and safety instructions.

For RD2064, the Evacuation Plan is described on Annex A.

**2.4 Flood Fight Operations**

Flood fight operations, including levee patrol, will be conducted in accordance with the procedures in this Basic Plan and those shown on Annex A. Annex A displays the District's concept of operations for emergency communications, patrol, and flood fight. Flood fight procedures will include dewatering operations. This concept of operations and related response procedures will be modified as needed by the District Incident Commander to meet the demands of actual emergency conditions. Plans of jurisdictions with responsibility for warning and evacuation within the District are referenced on Annex A as well and in this Plan.

## 2.5 Federal and State 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 public and individual assistance programs such as the Federal Stafford Act and PL84-99 programs 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. The District Engineer will maintain necessary documentation during an emergency, and to participate in available assistance programs after a disaster on behalf of the District.

To ensure that the District takes steps to quickly access the recovery process, these actions should be considered if an incident is imminent or occurring:

### PL-84-89

- Pre-development of a USACE PL84-99 request letter on District letterhead, see Attachment #7
- Contact DWR Flood Operations Center
- Follow-up call to USACE District office, that a request was made to DWR
- Notify Operational Area of PL84-99 request, and send copy of written request

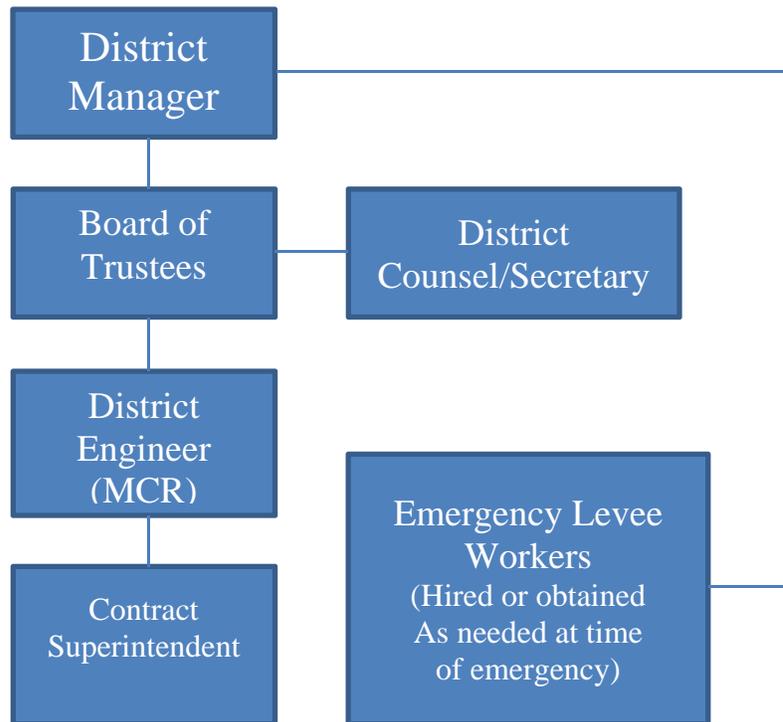
### State and other Federal programs:

- Request San Joaquin County to Proclaim the Existence of a Local Emergency Notify District trustees when the Proclamation is established

## 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:



### 3.2 Assignment of Responsibility

The District 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 the District

The District Manager and/or designee shall have the authority, once the Board of Trustees has concurred that a local emergency is occurring, to (1) make a legal or financial commitment on behalf of the District during emergency operations, and (2) purchase additional flood fight supplies or materials. In the absence of the District Manager or at his

or her direction, any single trustee or the District's General Counsel can also be authorized as necessary. Regardless of this authority, there is no limit to the commitment that can be made. Any single trustee or the District's General Counsel in the absence of the District Manager can take these actions upon recognition of a threat to levee integrity even without prior concurrence of the Board of Trustees that a local emergency is occurring, but in this case the Board of Trustees must be notified of the action within 24-hours from the time the decision is made.

The District Manager or designee shall sign written contracts with private vendors or other public agencies stemming from emergency actions as described above.

### **3.2.2 Represent District**

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. This person 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 the District response that may come out of the multi-agency coordination process.

The General Manager will issue a Delegation of Authority letter (See Attachment 2) confirming and defining these specific authorities at the time of an emergency and the time of an emergency and formally identifying the Incident Commander and upon reaching the trigger condition described Section 2.2.3.

### **3.2.3 Providing Public Information**

The General Manager is authorized to speak to the media on behalf of the District as part of the SJOA Joint Information Center. The General Manager may assign the District's legal counsel to provide public information.

### **3.2.4 Emergency Supplies and Equipment**

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

### **3.2.5 Monitoring River Surface Elevations, and Flood Flow Forecasts**

The District Engineer is authorized and responsible for monitoring water level conditions in the rivers, and to be aware of flood flow forecast issued by local, state, and federal agencies. The purpose for these actions will allow the District Engineer to identify conditions that may warrant additional action(s) beyond routine flood preparedness as outlined in this Plan.

### **3.2.6 Activate and/or Direct District Staff During Emergency Operations**

The District Incident Commander, as assigned by the General Manager, is authorized and responsible for:

- Securing flood fighting staff and resources
- Requesting or providing mutual aid assistance to or from public agencies
- Supervise staff, contractors, and/or mutual aid resources assigned to the District for (1) levee patrol, (2) flood fight operations, and (3) de-watering operations.

The Board of Trustees shall use the emergency resolution template (see Attachment 5) to proclaim a local emergency. The Board of Trustees will issue a Delegation of Authority letter (see Attachment 2) assigning the General Manager to be the Incident Commander, or assigning him to appoint such a commander.

### **3.2.7 Documenting Expenditures, Emergency Actions, and Request for Mutual Aid**

The General Manager and the District Engineer are authorized and responsible for maintaining necessary documentations of emergency expenditures, damage to District infrastructure, and use of supply inventories in accordance with the requirements of federal and state disaster assistance programs.

The General Manager and the District Engineer are authorized and responsible for the preparation and submission of disaster assistance claims during the recovery period through all federal and state disaster assistance programs that may be applicable and relevant to District costs and mutual aid requests.

## Section 4 – Direction, Control, and Coordination

### **4.1 Management and Control of District Operations and Coordination**

District staff authorized and responsible for carrying out the actions outlined in Section 3, Organization and Assignment of 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 Board of Trustees shall meet and confer as deemed necessary by the General Manager during the emergency to perform their policy making and financial responsibilities during emergency response operations.

The Board of Trustees will issue a Delegation of Authority letter (see Attachment 2) appointing a Incident Commander upon reaching the trigger condition indicated in Section 2.2.3. The Incident Commander will be responsible for all District emergency actions.

#### **4.1.2 District Incident Command**

The Board of Trustees will appoint one incident commander to manage all individual incidents occurring on the District levee system as an “incident complex” during any single disaster event as allowed in NIMS protocols. The District will be operational on a 24-hour operational period.

#### **4.1.3 Incident Command Facilities**

The District does not maintain pre-identified facility for hosting emergency activities. In anticipation of needing such a facility, the District will rent a portable and mobile office trailer that will be moved onto District owned property, or on property temporarily granted by a local property owner. District activities will be organized and coordinated in the field,

at the above mentioned mobile office, or at other incident command facilities established by public safety agencies or the SJOA at the time of the emergency.

## **4.2 Management and Coordination with Other Jurisdictions**

The District will ensure that proper management and coordination is maintained with (1) other public agencies and jurisdictions operating within the District including San Joaquin County, (2) neighboring reclamation districts, and (3) the SJOA. The following procedures will be followed to accomplish this function:

### **4.2.1 Unified Flood Fight Command Post**

San Joaquin County has established four pre-planned unified flood fight commands, with pre-identified command post locations to facilitate coordination and mutual aid between neighboring reclamation districts and supporting county, state and federal agencies. The District Incident Commander will report to the District's assigned unified flood fight 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. See Unified Flood Fight Command Map at [www.sjmap.org/oesfcm](http://www.sjmap.org/oesfcm).

The South Delta Flood Fight Command meets at the Cardoza Hay Barn on Perrin Road. The boundaries and assignments to this command may be viewed on the San Joaquin County Unified Flood Fight Command Map at [www.sjmap.org/oesfcm](http://www.sjmap.org/oesfcm) also shown as Figure 1.

### **4.2.2 SJOA Emergency Operations Center**

San Joaquin County maintains and hosts the SJOA Emergency Operations Center (EOC) at 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 OES. This group works closely with the OA-EOC Logistics Section.

The SJOA Planning/Intelligence Section will provide disaster intelligence and situational status to participating jurisdictions upon activation in an emergency. The District will participate as needed in the sharing process. See [www.sjgov.org/oes](http://www.sjgov.org/oes) for relevant SJOA plans.

### **4.2.3 State and Federal Flood Operations Center**

DWR has special authority under Water Code Section 128 to assist reclamation districts with flood fight operations. DWR 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 in order to receive and provide information with that facility, and to request technical assistance. The District will communicate with the FOC through telephone systems or the South Delta Unified Flood Fight Command multi-agency coordination activities where FOC representatives are present.

#### **4.2.4 SJOC Joint Information Center**

Information for the public and jurisdictions will be coordinated, planned, and carried out through the SJOA Joint Information Center (JIC). The District will assist with risk communications as needed within the operational area. See [www.sjgov.org/oes](http://www.sjgov.org/oes) for relevant SJOA plans and procedures.

The District Manager, or a person designated by the Board of Trustees, will have authority to approve information releases. This person will identify the location and schedule of the JIC at the beginning of the flood event.

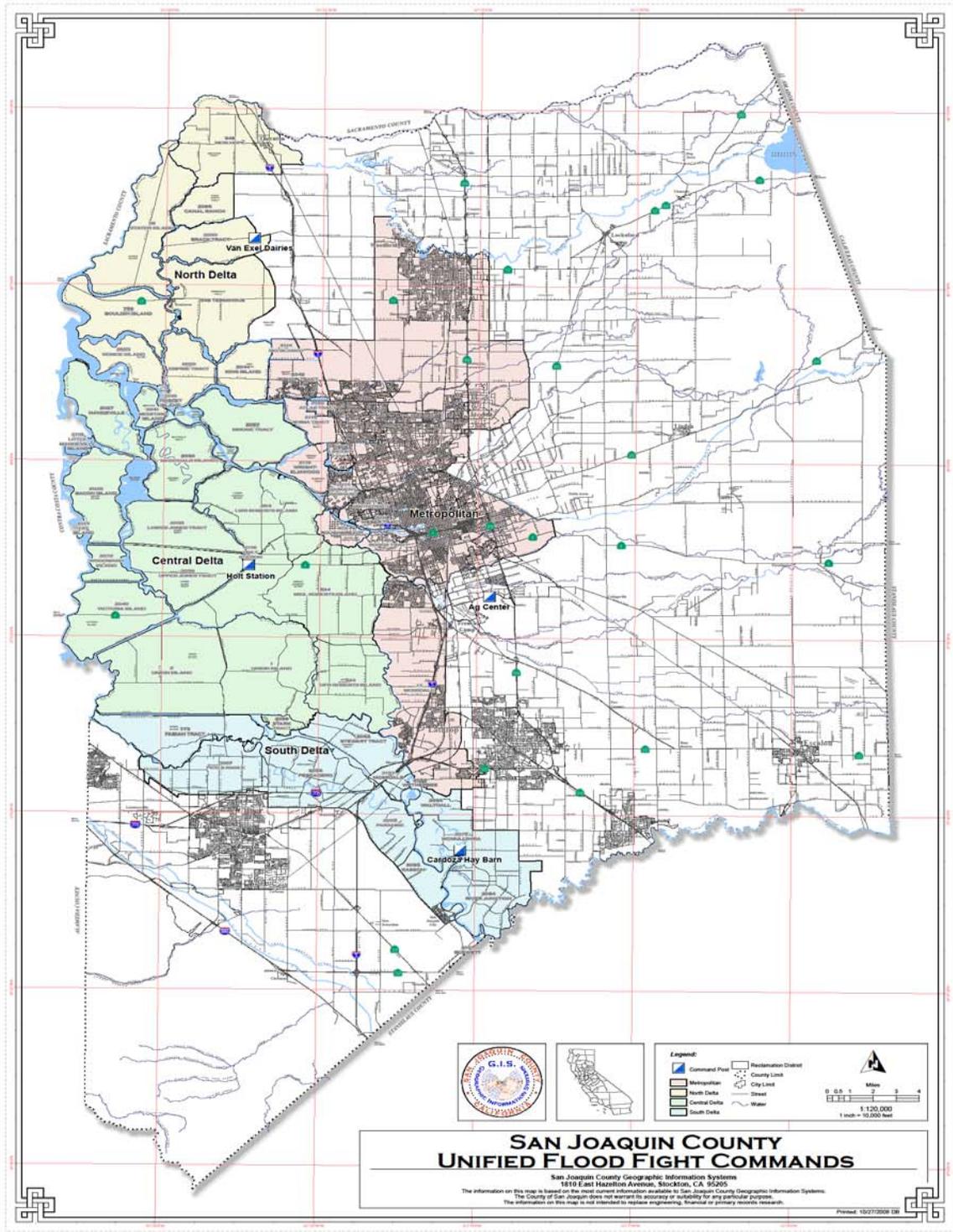


Figure 1: United Flood Fight Commands

## Section 5 – Communications

### **5.1 Organization**

The District will maintain adequate communications equipment to implement the Emergency Operations Plan. This section identifies equipment and systems available for communications:

1. Between the General Manager, contractors, Incident Commander, and others working under the supervision of the District
2. With other public agencies operating within the District
3. With neighboring reclamation districts
4. With the SJOA EOC
5. With the state Flood Operations Cen

### **5.2 Communications Equipment and Processes**

The District does not own or operate communications equipment. Personal cell phones will be used to maintain communications between the General Manager, trustees, District Engineer, District Counsel, the Incident Commander, and other persons hired by the District on a temporary basis. In the event of failure of the cell phone system, the District will use messengers to transmit information including regularly scheduled coordination meetings of the field unified command and SJOA.

### **5.3 Communications with Other Jurisdictions**

The District will maintain communications with other jurisdictions by cell phone and participating in meetings of the South Delta Unified Flood Fight Command. The EOC may assign radio or phone communications equipment to the District, if this will provide more reliable communications.

#### **5.3.1 SJOA Emergency Operations Center (EOC)**

The District will maintain communications with the EOC by cell phone and by participation in scheduled meetings of the SJOA management. The District will keep a log of telephone numbers assigned by the SJOA for use by those involved in the emergency event.

#### **5.3.2 DWR, State and Federal Operations Center**

Those representing the District will communicate with the Flood Operations Center by cell phone. Additional communications equipment may also be used to insure reliable communications.

## Section 6 – Logistics, Finance and Administration

### 6.1 Mutual Aid

The District is aware of the Mutual Aid Agreement, and the SJOA Agreement, and is prepared to be a signator to the agreements. The District Manager, and those appointed by the Board of Directors will follow the processes outlined in those documents for requesting and providing mutual aid. The SJOA Agreement and San Joaquin County Ordinances have provisions allowing the SJOA Logistics Section and the 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 County Operational Area Public Works Mutual Aid Coordinator. See [www.sjgov.org/oes](http://www.sjgov.org/oes) for operational area plans and procedures.

### 6.2 Resources

See Attachment 3 for an inventory of flood fight supplies that the District plans to soon have on hand. SJOA maintains seven twenty-foot steel containers with flood fight supplies that the District can access as authorized by the SJOA Agreement. In addition, DWR stores supplies near the Port of Stockton.

### 6.3 Procurement

The District has created a process for initiating and executing contracts with private vendors. The District maintains a standard contract form for contracts under \$25,000 in a no-bid environment. In addition, the District maintains a separate contract form for contracts over \$25,000 adding a bonding requirement. Contracts over \$25,000 will be awarded through an informal bid process, if practicable in light of emergency conditions. If an emergency situation is present, the District may administer contracts, as legally allowed under a declared emergency. (See Attachment 4 for a sample contract)

### 6.4 Finance and Administration

The District will maintain financial and administrative records associated with emergency response in accordance with *44 C.F.R. Part 13 –Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*. Emergency response and construction records, including field reports, procurement and construction management files will be maintained by both the District Manager and the District Engineer, and are retained as prescribed by the grant authority.

## Section 7 – Plan Development and Maintenance

### **7.1 Development**

The District General Manager and the District Engineer are responsible for overseeing the development of the RD 2064 Emergency Operations Plan. The District Engineer will maintain the District Flood Contingency Map which constitutes Annex A. The General Manager and the District Engineer are responsible for periodic review of these documents to determine the need for revisions or updates.

The Board of Trustees will approve Emergency Operations Plan when initially completed. The General Manager is authorized to approve routine updates and revisions. The Board of Trustees will re-approve the Plan and Annex A at least every three years.

### **7.2 Training and Exercises**

The District will maintain a training program to implement this Emergency Operations Plan, and to meet minimum federal and state requirements for disaster reimbursement. All training will comply with NIMS and SEMS. See Attachment 1 that describes the District training program.

Those employed by the District will receive training on the District EOP – Basic Plan and Annex A. They will also participate in internal exercises and exercises sponsored by SJOA.

### **7.3 Plan Evaluation**

The District 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 of Trustees will review and approve the AAR, which will briefly describe District operations, any response problems that arose, and resulting damage to District facilities. The report will provide direction as to the preparation of changes, additions, or revisions to the Emergency Operations Plan.

## Section 8 – Authorities and References

### **8.1 Federal**

Federal Civil Defense Act of 1950, Public Law 920, as amended

### **8.2 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

### **8.3 Local**

Ordinance Code of San Joaquin County 1995, Title 4 – Public Safety, Division 3. – Civil Defense and Disaster, Section 4-3008

Standard Operation and Maintenance Manual for the Lower San Joaquin River Levees, Lower San Joaquin River and Tributaries Project, California

**ATTACHMENT 1**  
**EMERGENCY RESPONSE AND TRAINING POLICY**

## **Reclamation District 2064 Emergency Response and Training Policy**

Reclamation District No. 2064 Board of Trustees (Board) hereby adopts the National Incident Management System (NIMS) for organizing emergency response activities. The Board further establishes the following emergency response and training policies:

### **Emergency Response**

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

### **NIMS Training Guidance**

In order to meet national training requirements, the District will comply with the provisions of the National Incident Management System Training Program Manual, dated September 2011, and any subsequent revisions to the manual. The District will also comply with California Standardized Emergency Management Systems (SEMS) training requirements.

The NIMS Training Program Manual indicates that federal 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 manual, this Board has determined that District responsibilities to patrol its levees and respond to threats to levee structural integrity would require the District to manage Type 4 incidents. District training requirements outlined below meet NIMS training requirements for Type 4 incidents (Pages 17 and 18 of the manual), and SEMS training requirements.

### **RD2064 Training Requirements**

The Board hereby establishes the following training requirements for those working for the District and involved in flood emergency operations:

Members of the Board shall complete the G-402 Incident Command System Overview for Executive and Senior Officers, 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 SEMS Introduction, ICS-100 Introduction to the Incident Command System, ICS-200 for Single Resources and Initial Action Incidents, and IS-700 NIMS An Introduction course 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.

Persons hired or transferred to serve as emergency levee workers at the time of an emergency event shall receive a 2-hour Emergency Safety and NIMS Course that will include 60-minutes 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.

This policy is hereby approved by the Board of Trustees on\_\_\_\_\_.

\_\_\_\_\_  
Gordon Armstrong, Trustee

\_\_\_\_\_  
Mary Dutra, Trustee

\_\_\_\_\_  
J. B. Wilson, Trustee

**ATTACHMENT 2  
DELEGATION OF AUTHORITY LETTER**

**Reclamation District No. 2064  
Delegation of Authority**

As of \_\_\_\_\_ (hours), \_\_\_\_\_ (date), we have delegated the General Manager the authority and responsibility for the complete management of the Reclamation District No. 2064, including hiring an Incident Commander, if it is determined by the General Manager that he will be unable to fulfill the duties of the Incident Commander.

**Instructions**

As commander and deputy commander, you are accountable to the Board of Trustees for the overall management of this incident including control and supervision over those working for the District including contractors. I expect you to adhere to the relevant and applicable laws, policies, and professional standards.

The general considerations for management of the incident shall be:

1. Provide for personnel safety
2. Keep the District Manager informed of key actions, and the incident situation.
3. Comply with the District's Emergency Operations Plan, and document conditions requiring its modifications.

Specific directions and clarifications of authority for this incident are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

This delegation of authority approved by:

\_\_\_\_\_  
Gordon Armstrong, Trustee

\_\_\_\_\_  
Mary Dutra, Trustee

\_\_\_\_\_  
J. B. Wilson, Trustee

**ATTACHMENT 3  
FLOOD FIGHT SUPPLY INVENTORY**

## FLOOD FIGHT SUPPLY INVENTORY

Under the Basic Plan, the District expects to store the following flood fighting supplies:

Description	Quantity
Visqueen Plastic	10 each 100'x20'x10mil rolls
Burlap Sandbags	3,500 each
Box of Twine (250lb each)	2 boxes
Wooden Stakes	100 each
Tie buttons	350 each
Lineman Pliers	3 each
Sledge Hammer	3 each
Shovels	4 each
Life Vests	6 each
Bundle of Survey Lath	2 each
Flagging Tape	1 box
Permanent Marking Pens	1 pack
Pad and Pencil Set	3 each
Spotlight with Extra Batteries	2 each
Digital Camera	1 each

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The above listed supplies will be secured in a structure located on District property, or on private property with the consent of the owner of the property.

**ATTACHMENT 4  
STANDARD CONTRACT FORM**

**CONTRACT FORM**

This agreement, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, YEAR, by and between Reclamation District No. 2064, 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.

Payment shall be made within sixty (60) days after acceptance of work or portions thereof by DISTRICT or as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR shall provide DISTRICT with payment bond in the amount of \_\_\_\_\_ in accordance with Civil Code Sections 3247 through 3258. No payment will be made by DISTRICT until such bond has been received.

CONTRACTOR shall provide DISTRICT with performance bond in the amount of \_\_\_\_\_ guaranteeing faithful performance of said contract.

The complete Contract between the DISTRICT and CONTRACTOR shall consist of the following component parts, to-wit: This instrument; the NOTICE INVITING BIDS; the addenda, if any; the accepted Bid Schedule, including all required attached documents; the required bond(s) fully executed; and each of the component parts of the "EMERGENCY REPAIR PROJECT," dated MONTH AND YEAR.

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.

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 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 \$1,000,000 per occurrence, protecting CONTRACTOR and INDEMNIFIED PARTIES against liability for damages because of injuries (including death) and in an amount of not less than \$1,000,000 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.

Evidence of such insurance shall be furnished by CONTRACTOR to DISTRICT upon request.

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

CONTRACTOR further agrees as to comply with California Labor Codes including, but not limited to:

Pursuant to Labor Code Section 1771 for contracts over \$1,000.00, this district works with the Compliance Monitoring Unit/Division of Labor Standards Enforcement and requires that all contractors and subcontractors working on this project keep certified payroll records in accordance with Labor Code Section 1776, and to submit electronically via the Department of Industrial Relations (DIR) Compliance Monitoring Unit website. For any questions please email [CMU@dir.ca.gov](mailto:CMU@dir.ca.gov) or call 916-263-1811.

Pursuant to Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

In accordance with the provisions of Labor Code Section 1720 et seq., the Division of Labor Standards and Research has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8.

It shall be mandatory upon the CONTRACTOR herein and upon any Subcontractor to pay not less than the said specified rates to all laborers, workers, and mechanics employed by them in the execution of the Agreement pursuant to Labor Code Section 1774.

The CONTRACTOR shall post job site notices, as prescribed by regulation 1771.4(a)(2).

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.

Attention is directed to the provisions in section 1777.5 and sections 1777.6 of the Labor Code concerning the requirement to employ apprentices by the CONTRACTOR or any Subcontractor under it.

Contractors and any Subcontractors shall be assessed penalties for violating labor code sections as stated above and as specified in the labor code.

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.

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

CONTRACTOR

RECLAMATION DISTRICT No. 2064

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*File: Word-MCRrd2064contractFO*

**ATTACHMENT 5  
EMERGENCY RESOLUTION TEMPLATE**

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF RECLAMATION DISTRICT NO. 2064**

**EMERGENCY MEETING DATE \_\_\_\_\_**

**RESOLUTION NO. \_\_\_\_\_**

Upon special notice to and consent by the Trustees of Reclamation District No. 2064, of the County of San Joaquin, State of California, an emergency meeting of the Board of Trustees was held at the District's meeting place on [Day & Date] at [Time]. The Board agreed that an emergency situation exists which requires immediate action by the District.

**[DESCRIPTION OF THE EMERGENCY EVENT AND JUSTIFICATION]**

**EMERGENCY DECLARATION**

WHEREAS, the Trustees of Reclamation District No. 2064 have considered the conditions of the District levees and the potential risk to general operations, and 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 Engineer and after visual assessment of the condition of the District levees on [DATES(S) and [TIMES(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 by the Board of Trustees of Reclamation District No. 2064 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 of it 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 District's General Manager 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, on bonding.

**CERTIFICATION**

The following, being trustees of the District, do hereby certify that the above is a true and correct copy of the resolution which were unanimously adopted on [DATE].

Executed on \_\_\_\_\_, in San Joaquin County, California.

\_\_\_\_\_  
Gordon Armstrong, Trustee

\_\_\_\_\_  
Mary Dutra, Trustee

\_\_\_\_\_  
J. B. Wilson, Trustee

**ATTACHMENT 6**  
**REGULATORY NOTIFICATION TEMPLATE**

[MCR ENGINEERING LETTERHEAD]

[Date]

To: John Paasch, Chief: Flood Operations Branch: DWR  
Division of Flood Management

From: Tony Marshall, District Engineer for Reclamation District  
No. 2064

Copy to: Gordon Armstrong, General Manager for Reclamation  
District No. 2064

Subject: Emergency Notification, Request for Regulatory  
Coordination Support

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Dear Mr. Paasch,

Reclamation District No. 2064 is preparing for an eminent emergency situation. Depending on changes in weather and river conditions, the District shall declare that there is an emergency situation that may threaten the 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's efforts to notify all required regulatory agencies to satisfy state and federal notification requirements. It is the intent of the District to prepare for a flood fight and all incidents that may arise during the 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 Manager 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 for any additional information you may need at 209-239-6229 or by e-mail, [tony@mcreng.com](mailto:tony@mcreng.com).

Sincerely,

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Tony Marshall, District Engineer

**ATTACHMENT 7  
PL84-99 REQUEST**

