

**Paradise Junction Reclamation District No. 2095**

**Emergency Operations Plan  
Basic Plan  
(California Water Code Section 9650 Safety Plan)**

**November 2015**

# Plan Promulgation

To whom it may concern:

This document and accompanying annex maps, having been duly reviewed and approved by the Board of Trustees of Reclamation District 2095, is hereby promulgated as the official emergency plan of the District. District Trustees and Staff are directed to use this plan as the basis for emergency response to flood events. This plan meets the safety plan requirements of Section 9650 of the California Water Code and is compliant with the National Incident Management System (NIMS) and the National Response Framework.

The District Secretary 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. Copies of the plan shall be provided to additional agencies upon request.

The District Secretary and District Engineer shall review this plan and accompanying annex maps annually for needed changes and updates. The District Engineer is authorized to make routine 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.

The Board of Trustees of Reclamation District 2095 shall review this plan at least once every three years and after any major flood event where the plan was used to guide District response. The District Secretary shall maintain a record of the Board plan reviews and approval actions in accordance with District documentation procedures and policies.

Sincerely,

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President  
Board of Trustees  
Reclamation District 2095



## Record of Initial Distribution

| <u>Agency Name</u>                                       | <u>Address</u>  | <u>Date<br/>Approved</u> |
|--|---|--------------------------|
| San Joaquin County Office of Emergency Services          | 2101 E. Earhart Ave., Suite 300<br>Stockton, CA 95206 |                          |
| Department of Water Resources<br>Flood Operations Branch | 3310 El Camino Ave.<br>Sacramento, CA 95821           |                          |
| California Office of Emergency Services                  | 3650 Schriever Ave.<br>Mather, CA 95655               |                          |
| Central Valley Flood Protection Board                    | 3310 El Camino Ave., Room 151<br>Sacramento, CA 95821 |                          |
| City of Tracy  | 333 Civic Center Plaza<br>Tracy, CA 95376             |                          |
| Tracy Fire Department                                    | 835 Central Avenue<br>Tracy, CA 95376                 |                          |
| Tracy Police Department                                  | 1000 Civic Center Drive<br>Tracy, CA 95376            |                          |
| San Joaquin County Sheriff's Office                      | 7000 Michaels Canlis Blvd.<br>French Camp, CA 95231   |                          |
| Deuel Vocational Institution                             | 23500 Kasson Road<br>Tracy, CA 95376                  |                          |

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Attachment 2.....Reclamation District 2095 Delegation of Authority

Attachment 3.....Activity Log (ICS 214)

Attachment 4.....Reclamation District 2095 Flood Fight Supply Inventory

Attachment 5 .....Standard Contract Form

Attachment 6.....Emergency Resolution Template

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Attachment 8.....PL 84-99 Request Template

## Report Maps

Annex A.....Flood Contingency Map

Annex B.....Evacuation Route & 100 Year Flood Boundary

## Section 1 – Plan Introduction

### 1.1 Purpose

The purpose of this Emergency Operations Plan is to ensure that Paradise Junction Reclamation District 2095 Trustees and Staff (District) can meet District response objectives in a flood emergency as well as interact with other jurisdictions performing emergency functions within and around the District. This plan will be used in conjunction with the emergency operations plans of the State of California and San Joaquin Operational Area to facilitate multi-jurisdictional coordination within District boundaries. Although this is a public document, specific procedures and information of a sensitive nature and personal information may be edited out of publicly available versions. The full document is subject to restricted-use handling procedures. This plan meets the requirements of Section 9650 of the California Water Code.

### 1.2 Scope

The District is a special district responsible for maintenance of the levee and drainage systems within its jurisdictional boundaries. While the District will work with, and assist if possible, the local jurisdiction(s) responsible for other public safety functions within the District, this Emergency Operations Plan only contains detailed procedures for carrying out the emergency responsibilities of the District. 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.

This plan will cover in detail the following:

1. District Flood Preparedness Procedures
2. District Levee Patrol Procedures
3. District Flood Fight Procedures
4. District Flood Water Removal Procedures
5. District Recovery and After-Action Follow-up Procedures

### 1.3 Plan Structure

This Flood Safety 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). Consistent with that guidance, and the District's limited responsibilities and lack of internal departments, this emergency operations plan consists of this Basic Plan containing an overview of District response procedures, a hazard-specific annex, Annex A – Flood Contingency Map (Annex A), containing details of the district's flood response plan, and a flood/evacuation map, Annex B - Evacuation Route & 100 Year Flood Boundary (Annex B). The District's existing flood contingency map will constitute Annex A –

Flood Contingency Map containing the District's specific flood response procedures. The most current flood contingency map for the District can be accessed at the San Joaquin Operational Area Flood contingency map website. See [www.sjmap.org/oesfcm](http://www.sjmap.org/oesfcm).

## Section 2 – Concept of Operations

### 2.1 Situation Overview

See the San Joaquin Operational Area 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 Paradise Junction Reclamation District 2095 is located 5 miles southwest of the City of Manteca and 5 miles east of the City of Tracy. The District maintains the levee on the left (west) bank of the San Joaquin River between the Banta Carbona Intake and the State Route 205 and 5 intersections, with the western boundary being Kasson Road. The District currently consists of approximately 3,567 acres of primarily agricultural land with a population of approximately 4,033 people, information provided by the District from an Army Corps of Engineers levee Status Report of 2013. The Deuel Vocational Institution is located in the mid-section of the District and borders the Western Pacific railroad to the north and Kasson Road to the west and currently houses approximately 2,266 prisoners and 880 employees.

The District operates and maintains approximately 4.83 miles of Project Levee. The levee system is separated in to three sections:

- Approximately 0.4 miles of levee along the right bank of the Banta Carbona Lift Canal, between the pumping station and the San Joaquin River.
- Approximately 2.98 miles of levee along the left bank of the San Joaquin River, between the Banta Carbona Canal and the Paradise Dam.
- Approximately 1.45 miles of levee along the left bank of Paradise Cut, between the Paradies Dam and the State Route 205 and 5 intersections.

The Deuel Vocational Institution maintains a 2 mile dry-land levee along the south and west boundary, with the Western Pacific Rail Road acting as a levee on the north side of the site.

The tail end of the Tom Paine Slough terminates in the north of the District, ending with a drain pump station. Various smaller drainage ditch systems throughout the District end in pump stations that remove the water to the river.

## 2.2 General Approach to Seasonal Flood Operations

District Trustees, contractors, and staff will carry out routine preparedness activities at the beginning of flood season as described in this section. Annex A of this plan describes the concept of operations and protocols for active District flood fight activities. Section 3 – Organization and Assignment of Responsibilities, describes authorities and responsibilities for performing routine and emergency activities.

### 2.2.1 Routine Preparedness and Maintenance

The District performs the following routine preparedness actions:

1. President inspects District Levees on a routine basis.
2. Ongoing baiting and grouting program for ground rodents.
3. Ongoing vegetation control program.
4. Annual inspection and inventory of District flood fight supplies, based on the DWR “Advanced Preparation For Floods and Patrolling” and “Flood Fight Checklist.”
5. Semi-annual joint inspection of levees with State inspectors.
6. Periodic joint inspection of levees with Federal inspectors.
7. Annual inspection and maintenance of access control gates on levees.
8. Annual inspection and maintenance of all pumping stations or other facilities owned and operated by the District for internal drainage control.

### 2.2.2 Monitoring and Analysis

Throughout flood season, the District will monitor and analyze 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.

The District will use the following gauge and information sources in its monitoring effort:

**Primary Reference Gage:**

San Joaquin River, Vernalis Gauge

Operated by: The California Department of Water Resources (DWR) and United States Geological Survey (USGS)

Datum: NGVD 29

See Annex A for Stage Information

### 2.2.3 Alerting, Activation, and Initial Response

The following actions will be taken when the trigger condition is identified by District Trustees, Engineer, or Staff. These actions may also be taken by District Trustees or Staff at any time it is felt that conditions affecting the levees warrant such action.

| <u>Trigger Condition</u>  | <u>Action</u>   |
|---|---|
| DWR prediction that 24.5' (NGVD 29) "Monitor Stage" will be reached at Vernalis Gauge | Alert the District Board of Trustees and Staff. Issue Delegation of Authority letter appointing District Incident Commander |
| Monitor Stage: 24.5' (NGVD 29) at Vernalis Gauge                                      | Activate District Staff, if any, and initiate periodic focused levee inspections  |
| 28.0'(NGVD 29) at Vernalis Gauge  | Initiate 24-hour continuous levee patrols   |
| Potential threat to levee integrity   | Contact City of Tracy, San Joaquin County Sheriff, and San Joaquin OES  |
| Identified problem on levee   | Contact the State-Federal Flood Operations Center   |

The District does not use "phases" when objective conditions trigger a group of actions. Each action indicated will be taken upon reaching trigger conditions shown or if District Trustees or Staff feels it is warranted. As noted below, the District Engineer is responsible for monitoring objective conditions affecting the District, and notifying the District Trustees when trigger conditions are met.

District Trustees or Staff will take all of the above actions upon the identification, or verified report of any out of the ordinary condition on a District levee that presents a potential risk of failure.

## 2.3 Public Alert and Warning

The District will promptly notify jurisdictions responsible for alerting and warning the public upon identification of a threat to District levees or the internal drainage system. 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. All alerts and warnings of the public will be carried out in accordance with the plans of protected jurisdictions.

The following jurisdictions are responsible for alerting and warning the public within the District:

- County of San Joaquin
- San Joaquin County Sheriff's Department
- California Highway Patrol

Alerting and warning will be conducted jointly by these jurisdictions through the San Joaquin Operational Area (SJOA) using the procedures contained in the SJOA Risk Communications annex (see [www.sjgov.org/oes/plans](http://www.sjgov.org/oes/plans)). The District will provide a representative to the operational area and SJOA Joint Information Center (JIC) to assist with alert and warning messages if requested.

Evacuation maps and brochures for the public are available at a dedicated website maintained by the SJOA ([www.sjmap.org/evacmaps](http://www.sjmap.org/evacmaps)). These maps contain information on receiving alerts and warnings within the District along with evacuation and safety instructions.

Location of the public safety evacuation map for the District is shown on Annex B.

## 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, flood fight, and dewatering operations. This concept of operations 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 & B, as well as in this plan.

### 2.4.1 Levee Patrols

The District Incident Commander will create routes that ensure complete coverage and, wherever possible, overlapping coverage. The District Incident Commander will physically

account for all personnel working under their control on a routine basis. All members will receive a safety briefing prior to commencing patrols and will use all provided safety gear.

**Motor Patrols**

- The levee motor patrol will be initiated when slow rise floodwaters reach 28.0' at the Vernalis Gauge, at the direction of the District (Board President or General Manager), or upon request from the San Joaquin County Office of Emergency Services. The levee motor patrol will consist of the following:
  - One four-wheel drive vehicle with cell phone. All cellular phones will be District Trustee, staff, and any volunteer's personal cellular phones. All vehicles will be private vehicles owned by either the District Trustees or volunteers.
  - Two observers per vehicle, at least one of which is trained and currently qualified.
  - Patrol crews will be rotated on a 12-hour frequency or less.
  - Completion of a Division Activity Log will be required for each shift using ICS Form 214 located in Attachment 3.
  - All members will receive a safety briefing and utilize appropriate safety gear.

**Levee Issue Marking Protocol**

- Any potential levee issue will be marked using a standard 3 feet long wooden stake (lath) with PVC (Polyvinyl Chloride) colored flagging.
  - Red – Boil/Seepage
  - Blue – Rock Slippage
  - White – Slope/Levee distress

**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 public and individual assistance programs, such as 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 has assigned its District Engineer to maintain necessary documentation during an emergency and to participate in any available assistance programs after a disaster on behalf of the District.

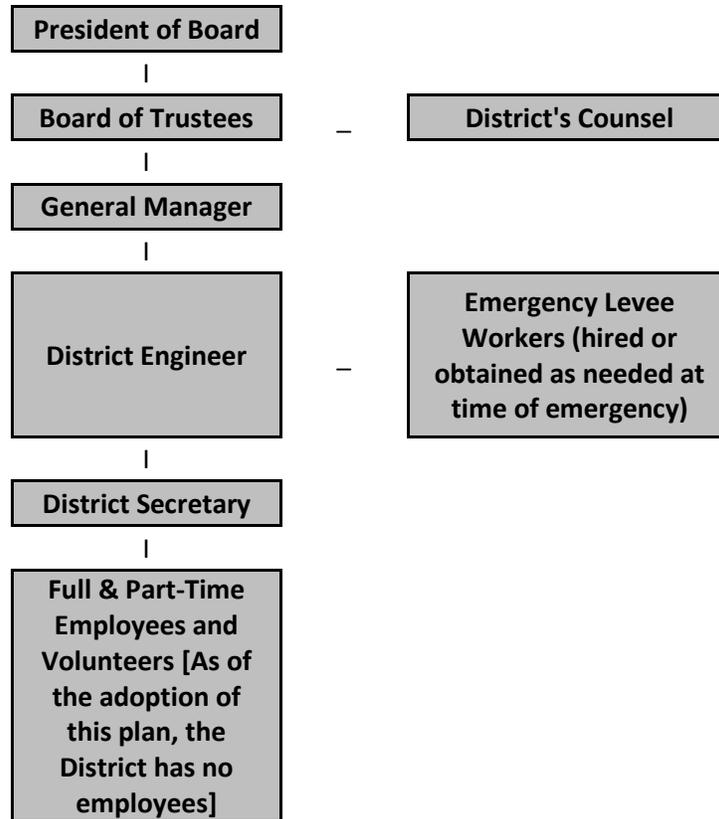
To ensure that the District takes steps to quickly assess the recovery process, these actions should be considered if an incident is imminent or occurring:

- PL84-99
  - Pre-develop a U.S. Army Corps of Engineers (USACE) PL84-99 request letter on District letterhead, see Attachment 8.
  - 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, send a copy of written request.
  
- State and other Federal programs:
  - Request San Joaquin County to Proclaim the Existence of a Local Emergency.
  - Notify District administration when the Proclamation is established.

## Section 3 – Organization and Assignment of Responsibilities

### 3.1 Organization

The District will rely on paid, contracted, and volunteer staff and others as shown below to perform its responsibilities in a flood emergency.



### 3.2 Assignment of Responsibilities

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

### **3.2.1 Make Legal and Financial Commitments**

Any single trustee, the District Engineer, or the District General Manager are authorized, once the District 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.
2. Purchase additional flood fight supplies or materials.

There is no limit to the commitment that can be made. Any single trustee, the District Engineer, or the District General Manager can take these actions upon recognition of a threat to levee integrity even without prior concurrence of the District Board of Trustees that a local emergency is occurring, but in this case, the District Board of Trustees must be notified of the action within 24-hours.

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

### **3.2.2 Represent District**

The District Engineer and District Incident Commander are 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 and 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.
3. Any requests to modify District responses that come out of the multi-agency coordination process.

### **3.2.3 Provide Public Information**

The District General Manager and District Incident Commander are authorized to speak to the media on behalf of the District as part of the SJOA Joint Information Center. The District Incident Commander may assign the District General Manager as the District Public Information Officer.

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

The District Trustees are authorized and responsible for maintaining the District's emergency flood fighting supplies. The District Secretary 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 Department of Water Resources guidance or statutes. The District President and

General Manager are authorized to acquire supplies as necessary to maintain those levels. A list of District supplies is located in Attachment 4.

### **3.2.5 Monitor Water Conditions and Forecasts**

The District General Manager and Engineer are authorized and responsible for monitoring water conditions, elevations, and forecasts for the purpose of identifying conditions warranting additional action beyond routine flood preparedness as outlined in this plan.

The real time gauges can be accessed through the internet through the California Data Exchange Center (CDEC) within the California Department of Water Resource website:

<http://cdec.water.ca.gov/river/rivcond.html>

[http://cdec.water.ca.gov/snow\\_rain.html](http://cdec.water.ca.gov/snow_rain.html)

The CDEC includes links to the National Weather Service and links to satellite photos. CDEC provides information on all California rivers and reservoirs. This allows direct monitoring of outflows at key waterways affecting the District.

### **3.2.6 Activate and Direct District Staff**

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

- Activating District Staff and resources.
- Requesting or providing mutual aid assistance from public agencies.
- Supervising District Staff, volunteers, contractors, and/or mutual aid resources assigned to the District for: 1) levee patrol, 2) flood fight operations, and 3) District de-watering operations.

The Board will use the Emergency Resolution Template (see Attachment 6) to proclaim a local emergency. The Board President 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**

The District Secretary is authorized and responsible for maintaining necessary documentation 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 District Engineer is 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.

## Section 4 – Direction, Control, and Coordination

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

Those 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 President and General Manager will use the National Incident Management System (NIMS), and the Standardized Emergency Management System (SEMS), to organize District response activities. District Trustees and 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 purposes of inter-agency coordination. The District Board of Trustees hereby adopts with this Emergency Operations Plan, the National Incident Management System (NIMS) for organizing emergency response activities. The Board further establishes the following emergency response and training policies.

#### National Incident Management System Training Guidance

[https://www.fema.gov/pdf/emergency/nims/nims\\_training\\_program.pdf](https://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf)

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 and will include the Incident Command System ICS class in its training.

#### 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 Board President 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.

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

### 4.1.2 District Incident Command

The District 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 operate on a 24-hour operational period.

The District Incident Commander at the flood fight scene is in charge of all resources responding to that emergency site. The District Incident Commander may assign missions to flood fight crews acquired under mutual aid from other governmental agencies, tasking them to perform specific tasks to facilitate the response.

### 4.1.3 Incident Command Facilities

The Unified Command Center of Operations will be formed to meet and make decisions during an emergency:

- Banta-Carbona Pumping Station at the intersection of the Banta-Carbona Canal and Paradise Junction Road

Additional District activities may be organized and coordinated in the field, at the offices of the District Engineer, or at other incident command facilities established by public safety agencies or the San Joaquin Operational Area as deemed appropriate.

## 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, 2) neighboring Reclamation Districts, and 3) the San Joaquin Operational Area. The following procedures will be followed to accomplish this function.

### 4.2.1 Unified Flood Fight Command Post

The County of San Joaquin 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 city/county, state, and federal agencies. The District will provide a representative to its 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 <http://www.sjmap.org/oesfcm/>.

The District operates under the San Joaquin County Office of Emergency Services. The District is a member of the SOUTH DELTA FLOOD FIGHT COMMAND established by the SJOA. 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 available at [www.sjmap.org/oesfcm](http://www.sjmap.org/oesfcm).

#### 4.2.2 San Joaquin Operational Area Emergency Operations Center (EOC)

The County of San Joaquin 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 SJOA-EOC located in separate locations.

The Operational Area Multi-Agency Coordination Group (MAC Group) may be activated to assist the EOC Director to prioritize incidents for allocation of scarce resources, including mutual aid, assist Planning/Intelligence in information sharing, and conduct resource coordination processes in accordance with the procedures maintained by San Joaquin County Office of Emergency Services. The MAC 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 in this disaster intelligence and information sharing process. See [www.sjgov.org/oes](http://www.sjgov.org/oes) for relevant SJOA plans and procedures.

The District Board of Trustees and Engineer plan to attend the annual pre-season flood coordination meeting. Upon notice, the District Secretary will notify the Board and Engineer of the date of the meeting and then call to confirm reservations for the Board and Engineer attending.

The District is part of the South Delta Unified Flood Fight Command and will use the regular meetings of that command organization to communicate with the County, operational area, and State agencies.

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 times from the District to the SJOA EOC is 20 minutes. The District Incident Commander may remotely communicate with the SJOA EOC through cellular telephone.

### 4.2.3 State-Federal Flood Operations Center

The Department of Water Resources has special authority under Water Code Section 128 to assist Reclamation Districts with flood fight operations. The Department of Water Resources maintains the State-Federal Flood Operations Center (FOC) to perform these functions and support the operations of other State and Federal agencies. 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 at the South Delta Unified Flood Fight Command multiagency coordination activities where FOC representatives are present.

### 4.2.4 San Joaquin Operational Area Joint Information Center

Public information to the 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 through the SJOA. See [www.sjgov.org/oes](http://www.sjgov.org/oes) for relevant SJOA plans and procedures.

The District will provide a Public Information Officer (PIO), as requested, who will have authority to approve information releases. The District's PIO will identify the location and schedule of the JIC from the SJOA Public Information Officer at the beginning of the flood event.

## 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:

- 1) Between District Staff, contractors, and other individuals working under District supervision.
- 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 Center.

### 5.2 District Communications

Members of the District Board of Trustees maintain their own personal cell phones, as do any volunteers. A list of personal contact numbers for all District Trustees, Staff, and volunteers will be kept by the District Secretary.

Communication with cellular phones is the District's best assurance that communications needs will be met:

- 1) With the District Board of Trustees.
- 2) With and between levee patrols.
- 3) With District Staff, contractors, and volunteers conducting flood fight activities.

The District Secretary has an emergency call list for the District as well as a list provided by DWR for the District's supporting agencies. An emergency meeting will be called in the event of an emergency and notification will begin with the call lists.

District Emergency Contact Call List:

- District President
- District General Manager
- District Trustees
- District Secretary
- District Engineer
- District Staff

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### 5.3 Communications with Other Jurisdictions

The District will communicate with other jurisdictions using cellular phones and through participation in meetings of the South Delta Unified Flood Fight Command. The SJOA may assign radio or phone communications equipment to the District if this will provide reliable contact.

#### 5.3.1 San Joaquin Operational Area Emergency Operations Center (EOC)

The District will maintain communications with the SJOA EOC by cellular telephone 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 Department of Water Resources State-Federal Flood Operations Center

The District will communicate with the Flood Operations Center by cellular telephone. Additional communications equipment may also be provided to ensure contact.

## Section 6 – Logistics, Finance, and Administration

### 6.1 Mutual Aid

The District is a signatory to the California Master Mutual Aid Agreement and the San Joaquin Operational Area Agreement. District Trustees or Staff 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 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 Public Works representative in the SJOA Logistics Section serving as the Operational Area Public Works Mutual Aid Coordinator. See <http://www.sigov.org/oes> for operational area plans and procedures.

### 6.2 Resources

See Attachment 4 for an inventory of on-site District flood fight resources. SJOA maintains seven 20-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 at the Port of Stockton Area.

### 6.3 Procurement

The District maintains standard forms and processes for initiating and executing contracts (see Attachment 5) with private vendors. The District maintains a standard contract form for contracts under \$25,000 in a no-bid environment. The District maintains a separate contract form for contracts over \$25,000, which includes a bonding requirement. Contracts over \$25,000 will be awarded through an informal bid process if practicable in light of emergency conditions.

### 6.4 Logistics Facilities

See Annex A -Flood Contingency Map, for locations of pre-planned delivery points, locations of District supplies, and District supply staging areas.

Primary Staging Area: Banta-Carbona Pumping Station at the intersection of the Banta-Carbona Canal and Paradise Junction Road, Tracy CA 95304

Flood Fight Materials Storage: Banta-Carbona Pumping Station at the intersection of the Banta-Carbona Canal and Paradise Junction Road, Tracy CA 95304

## 6.5 Finance and Administration

Currently, the District follows guidance from the San Joaquin County OES. OES provides electronic versions of FEMA 321 Policy Digest. More important, in the initial days of all disasters, OES conducts a finance briefing with jurisdictions on the proper content of documentation control, cost-tracking tips, and eligible items. They also provide a copy of their presentation and a compliance packet. These follow *44 C.F.R. Part 13—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and CFR-Title 44-Volume-1*.

**Work Restrictions and Safety rules:** For flood response, employees shall adhere to the safety guidance during DWR Flood-Fight Methods training. This includes personal protection devices.

**Administrative Controls:** Only specific individuals are authorized to commit District funding in emergencies. This is stipulated in this plan in Section 3.2.1.

---

## Section 7 – Plan Development and Maintenance

### 7.1 Plan Development and Maintenance

The District General Manager and Engineer are responsible for overseeing the development of the District’s Emergency Operations Plan. The District Engineer will maintain the District Flood Contingency Map. The District General Manager and Engineer are responsible for periodic review of these documents to determine the need for revisions or updates. The District Board will approve this plan when initially completed. The District President is authorized to approve routine updates and revisions. The District Board will review and reapprove the Emergency Operations Plan and Annex A at least every three years. Revised plans must be reviewed and approved by protected cities and county.

### 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 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 emergency operations plan will receive training on the District Emergency Operations Plan – Basic Plan and Annex A.

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

### 7.3 Plan Evaluation

District Incident Commander or 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 the District Incident Commander or Staff as to the preparation of changes, additions, or revisions to the District emergency operations plan.

## Section 8 – Authorities and References

### Federal

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

Robert T Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288, as amended)

### 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)

### 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

## RECLAMATION DISTRICT 2095 EMERGENCY RESPONSE TRAINING POLICY

## Reclamation District 2095 Emergency Response and Training Policy

The District Board of Trustees 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 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 hereby establishes the position of Emergency Levee Worker for purposes of hiring or reassigning non-District Staff for levee patrol or other flood fighting tasks at the time of the emergency.

### National Incident Management System Training Guidance:

In regard to meeting national training requirements, the District will comply with the provisions of the NIMS 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 Trustees and 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 Trustees and Staff to manage Type 4 incidents. The 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 2095 Training Requirements:

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

All district trustees, employees, and volunteers who have supervisory or management emergency assignments will receive at a minimum the following NIMS training and bi-annual refreshers.

- SEMS Introduction Course
- IS700 - NIMS An Introduction
- IS701 - NIMS Multi-Agency Coordination System
- IS800 - National Response Framework An Introduction
- ICS100- Introduction to the Incident Command System
- ICS200- ICS for Single Resources and Initial Action Incidents

Staff hired or transferred to serve as Emergency Levee Workers at the time of an emergency shall receive a 2-hour RD 2095 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.

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

\_\_\_\_\_  
District President

\_\_\_\_\_  
District Trustee

ATTACHMENT #2

RECLAMATION DISTRICT 2095  
DELEGATION OF AUTHORITY LETTER

# Reclamation District 2095 Delegation of Authority Letter

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

complete management of the Reclamation District 2095 \_\_\_\_\_ Incident to  
\_\_\_\_\_ and \_\_\_\_\_ acting as  
(Name of Individual) (Name of Individual)  
District Incident Commander and Deputy Incident Commander respectively.

## Instructions

As Incident and Deputy Commander, you are accountable to the Board of Trustees and me for the overall management of this incident including 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.
2. Keep the Board and District General Manager informed of key actions, and the situation.
3. Comply with the RD 2095 Emergency Operations Plan and document conditions requiring its modification

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

- 1.
- 2.
- 3.
- 4.

By: \_\_\_\_\_  
(District President, Board of Trustees)

\_\_\_\_\_  
(Date)

# ATTACHMENT #3

## ACTIVITY LOG (ICS 214)





## ICS 214

### Activity Log

**Purpose.** The Activity Log (ICS 214) records details of notable activities at any ICS level, including single resources, equipment, Task Forces, etc. These logs provide basic incident activity documentation, and a reference for any after- action report.

**Preparation.** An ICS 214 can be initiated and maintained by personnel in various ICS positions, as it is needed or appropriate. Personnel should document how relevant incident activities are occurring and progressing, or any notable events or communications.

**Distribution.** Completed ICS 214s are submitted to supervisors, who forward them to the Documentation Unit. All completed original forms must be given to the Documentation Unit, which maintains a file of all ICS 214s. It is recommended that individuals retain a copy for their own records.

#### Notes:

- The ICS 214 can be printed as a two-sided form.
- Use additional copies as continuation sheets as needed, and indicate pagination as used.

| Block Number | Block Title   | Instructions  |
|--------------|---|---|
| 1            | <b>Incident Name</b>  | Enter the name assigned to the incident.  |
| 2            | <b>Operational Period</b> <ul style="list-style-type: none"><li>• Date and Time From</li><li>• Date and Time To</li></ul> | Enter the start date(month/day/year) and time(using the 24-hour clock) and end date and time for the operational period to which the form applies.                                |
| 3            | <b>Name</b>   | Enter the title of the organizational unit or resource designator (e.g. Facilities Unit, Safety Officer, Strike Team).  |
| 4            | <b>ICS Position</b>   | Enter the name and ICS position of the individual in charge of the Unit.  |
| 5            | <b>Home Agency (and Unit)</b>   | Enter the home agency of the individual completing The ICS 214. Enter a unit designator if utilized.  |
| 6            | <b>Resources Assigned</b>   | Enter the following information for resources assigned:   |
|              | • Name  | Use this section to enter the resource's name. For all individuals, use at least the first initial and last name. Cell phone number for the individual can be added as an option. |
|              | • ICS Position  | Use this section to enter the resource's ICS position (e.g. Finance Section Chief).   |
|              | • Home Agency (and Unit)  | Use this section to enter their source's home agency and/or unit(e.g. Des Moines Public Works Department, Water Management Unit).   |

| Block Number | Block Title   | Instructions  |
|--------------|---|---|
| 7            | <b>Activity Log</b> <ul style="list-style-type: none"> <li>• Date/Time</li> <li>• Notable Activities</li> </ul>                                 | <ul style="list-style-type: none"> <li>•Enter the time (24-hour clock) and briefly describe individual notable activities. Note the date as well if the operational period covers more than one day.</li> <li>•Activities described may include notable occurrences or events such as task assignments, task completions, injuries, difficulties encountered, etc.</li> <li>•This block can also be used to track personal work habits by adding columns such as "Action Required," "Delegated To," "Status," etc.</li> </ul> |
| 8            | <b>Prepared by</b> <ul style="list-style-type: none"> <li>• Name</li> <li>• Position/Title</li> <li>• Signature</li> <li>• Date/Time</li> </ul> | Enter the name, ICS position/title, and signature of the person preparing the form. Enter date (month/day/year) and time prepared (24-hour clock).  |

ATTACHMENT #4

RECLAMATION DISTRICT 2095  
FLOOD FIGHT SUPPLY INVENTORY



# ATTACHMENT #5

## STANDARD CONTRACT FORM

**PARADISE JUNCTION RECLAMATION DISTRICT NO. 2095  
STANDARD CONTRACT FORM FOR PROJECTS OVER \$25,000**

This Agreement is entered into by and between Paradise Junction Reclamation District No. 2095 (District) and [NAME] (Contractor), effective as of \_\_\_\_\_ (Effective Date). The District and Contractor may be referred to herein individually as “Party” and collectively as “Parties.”

District and Contractor mutually agree and promise as follows:

1. Incorporated Documents. Contractor and the District agree to perform this Construction Contract in strict accordance with the following documents, which were part of or required to be submitted under the invitation for bids and which are hereby incorporated by reference:

- a. Bid Form
- b. Contract Schedule
- c. All Addenda to the Invitation for Bids
- d. General Provisions
- e. Specific Provisions
- f. Detailed Specifications
- g. Drawings
- h. Bonds and Certificates of Insurance

2. Contractor Obligations. Contractor agrees to furnish all labor, materials, and equipment necessary to perform the services and carry out the work described in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

3. District Obligations. District agrees to make to the Contractor those payments described in the Payment Provisions attached hereto as Exhibit B and incorporated herein by reference.

4. Liability/Indemnity. To the fullest extent permitted by law Contractor shall immediately defend, indemnify, and hold harmless District and its Trustees, agents, employees, and contractors from any and all losses, damages, liabilities, claims, demands, litigations, and expenses, including attorney’s fees, arising out of the performance of the work as set forth in Exhibit A; including but not limited to, claims by the Contractor or Contractor’s employees for damages to persons or property, excepting only such injury or harm as may be caused by the negligence or intentional acts of the District or its Trustees, officers, agents, employees, and contractors other than Contractor.

Contractor shall immediately defend upon the District’s tender, at Contractor’s own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its Trustees, agents, employees and contractors, notwithstanding whether Contractor’s liability is or can be established. Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, or its Trustees, agents, employees, or contractors.

By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing the performance of the work of this agreement. Contractor and subcontractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

5. Compliance with the Law. Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Agreement, including but not limited to licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

6. Miscellaneous.

a. Entire Agreement. This Agreement and the other documents referenced above and attached hereto constitute the entire agreement between the parties and are intended to reflect the entire understanding between the Parties, and no alteration or modification shall be valid unless made in writing and signed by the Parties.

b. Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties hereto.

c. Notices. All notices, requests, demands, and other communications which either Party may require or desire to serve on the other under this Agreement shall be in writing and shall be served (as an alternative to personal service) by registered or certified mail, with postage thereon fully prepaid, and addressed to the party so to be served, as follows:

DISTRICT: RECLAMATION DISTRICT 2095  
Attn: Rosie Silva  
2800 Mancuso Road  
Tracy, CA 95304  
Telephone: (209) 241-6793

CONTRACTOR: [CONTACT INFORMATION]

The Parties may change their address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above. All notices and other communication shall be deemed communicated as of the date of actual receipt or the second day after deposit in the United States mail.

d. Attorneys' Fees. In the event of any controversy, claim, or dispute, relating to this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

e. Governing Law. This Contract shall be interpreted and governed by the laws of the State of California.

f. Venue. Any action arising out of this Contract shall be brought in San Joaquin County, regardless of where else venue may lie.

IT IS SO AGREED:

DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
President, Board of Trustees [**NAME**]

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

**PARADISE JUNCTION RECLAMATION DISTRICT NO. 2095  
STANDARD CONTRACT FORM FOR PROJECTS UNDER \$25,000**

This Agreement is entered into by and between Paradise Junction Reclamation District No. 2095 (District) and [NAME] (Contractor), effective as of \_\_\_\_\_ (Effective Date). The District and Contractor may be referred to herein individually as “Party” and collectively as “Parties.”

District and Contractor mutually agree and promise as follows:

1. Contractor Obligations. Contractor agrees to furnish all labor, materials, and equipment necessary to perform the services and carry out the work described in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

2. District Obligations. District agrees to make to the Contractor those payments described in the Payment Provisions attached hereto as Exhibit B and incorporated herein by reference.

3. Liability/Indemnity. To the fullest extent permitted by law Contractor shall immediately defend, indemnify, and hold harmless District and its Trustees, agents, employees, and contractors from any and all losses, damages, liabilities, claims, demands, litigations, and expenses, including attorney’s fees, arising out of the performance of the work as set forth in Exhibit A; including but not limited to, claims by the Contractor or Contractor’s employees for damages to persons or property, excepting only such injury or harm as may be caused by the negligence or intentional acts of the District or its Trustees, officers, agents, employees, and contractors other than Contractor.

Contractor shall immediately defend upon the District’s tender, at Contractor’s own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its Trustees, agents, employees and contractors, notwithstanding whether Contractor’s liability is or can be established. Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, or its Trustees, agents, employees, or contractors.

By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing the performance of the work of this agreement. Contractor and subcontractors will keep workers’ compensation insurance for their employees in effect during all work covered by this agreement.

4. General and Special Conditions. This Agreement is subject to the General Conditions described herein and Special Conditions (if any) attached hereto as Exhibit C and incorporated herein by reference.

5. Compliance with the Law. Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this

Agreement, including but not limited to licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

6. Insurance. The Contractor shall provide and maintain at all times during the performance of the work under this Agreement, the following commercial general liability and automobile liability insurance:

a. Coverage. Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

i. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).

ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).

b. Limits. The Contractor shall maintain limits no less than the following:

i. *General Liability*—[\$XXX] million dollars (\$X,000,000.00) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury or property damage.

ii. *Automobile Liability* – [\$XXX] million dollars (\$X,000,000.00) for bodily injury and property damage each accident limit and shall cover all owned, non-owned, and hired automobiles.

c. Additional Insureds. The District, its Board of Trustees, agents, employees, and contractors are to be given insured status via ISO endorsement as least as broad as that described in CG 2010 1185 or CG 20 37 04 13 as respects: liability arising out of activities performed by or on behalf of the Contractor and products and completed operations of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, its Trustees, agents, employees, or contractors.

d. Primary Insurance. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects District, its Trustees, agents, employees or contractors using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance, or other coverage maintained by District, its Trustees, agents, employees, or contractors shall not contribute to it.

e. Evidence of Insurance. Prior to execution of this Agreement, Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include the provisions required by Paragraphs 5(c) and (d) above.

7. Miscellaneous.

a. Entire Agreement. This Agreement and the other documents referenced above and attached hereto constitute the entire agreement between the parties and are intended to reflect the entire understanding between the Parties, and no alteration or modification shall be valid unless made in writing and signed by the Parties.

b. Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties hereto.

c. Notices. All notices, requests, demands, and other communications which either Party may require or desire to serve on the other under this Agreement shall be in writing and shall be served (as an alternative to personal service) by registered or certified mail, with postage thereon fully prepaid, and addressed to the party so to be served, as follows:

DISTRICT: RECLAMATION DISTRICT 2095  
Attn: Rosie Silva  
2800 Mancuso Road  
Tracy, CA 95304  
Telephone: (209) 241-6793

CONTRACTOR: [CONTACT INFORMATION]

The Parties may change their address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above. All notices and other communication shall be deemed communicated as of the date of actual receipt or the second day after deposit in the United States mail.

d. Attorneys' Fees. In the event of any controversy, claim, or dispute, relating to this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

e. Governing Law. This Contract shall be interpreted and governed by the laws of the State of California.

f. Venue. Any action arising out of this Contract shall be brought in San Joaquin County, regardless of where else venue may lie.

IT IS SO AGREED:

DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
President, Board of Trustees [NAME]

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

# ATTACHMENT #6

## EMERGENCY RESOLUTION TEMPLATE

**RESOLUTION OF THE BOARD OF TRUSTEES OF PARADISE JUNCTION  
RECLAMATION DISTRICT NO. 2095 DECLARING AN EMERGENCY**

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

existing pursuant to Division 15 of the California Water Code, Section 50000 et seq., located in the southern portion of the Sacramento-San Joaquin Delta, on the westerly and southerly side of the San Joaquin River; consisting of approximately 3,567 acres; and

**WHEREAS**, the District provides reclamation (drainage and flood control) and other services to lands within its boundaries, and operates and maintains approximately 4.83 miles of levees; and

**WHEREAS**, the District is subject to Public Contract Code § 20921 which provides that “[a]ll contracts for any improvement or unit of work, or for materials or supplies, in excess of twenty-five thousand dollars (\$25,000) shall be let to the lowest responsive, responsible bidder...”; and

**WHEREAS**, Public Contract Code § 20926 authorizes the District, on a 4/5th vote of its governing body, to negotiate and award contracts without advertising for bids in the event of any emergency; and

**WHEREAS**, Public Contract Code § 22050(a)(2) requires that before taking action to procure equipment, services or supplies without giving notice for bids, the District Board of Trustees (Board) must first make a finding, based on substantial evidence, that the emergency will not permit a delay resulting from competitive solicitation for bids, and that the action is necessary to respond to the emergency; and

**WHEREAS**, the Sacramento-San Joaquin Delta is and will continue to experience high water levels resulting from heavy rainfall and runoff, high tides, and high winds; and

**WHEREAS**, an emergency meeting of the District’s Board was held at the Banta-Carbona Pumping Station at the intersection of the Banta-Carbona Canal and Paradise Junction Road, Tracy CA 95304 or at the Pombo Real Estate office at 1005 Parker Ave, Tracy CA 95376 on [DATE] at [TIME];

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

**WHEREAS**, after consultation with the District’s Engineer and visual assessment of the condition of the District’s levees on [DATE(S)] at [TIME(S)], the Board has concluded that conditions necessitate declaration of an emergency.

**NOW THEREFORE, BE IT RESOLVED** that the District Board of Trustees hereby:

1. Finds, based on substantial evidence, that as of **[DATE]** an emergency situation exists within the District and along the District's levees, which requires the District to proceed immediately with work necessary to prevent possible flooding of the District and failure of its levees at the earliest possible time.

2. Finds that the emergency condition(s) described herein will not permit delay resulting from competitive solicitation for bids for securing services, materials, and equipment needed to address the emergency.

3. Declares that the foregoing findings constitute an emergency pursuant to Public Contract Code §§ 1102 and 20926.

4. Authorizes and directs the District President and/or General Manager to acquire such materials, services, and equipment and to enter into such contracts as are necessary and appropriate to meet the emergency needs of the District, without observing the need to seek formal competitive solicitation of bids, or bonding.

**PASSED, APPROVED, AND ADOPTED** at an emergency meeting of Paradise Junction Reclamation District No. 2095, Tracy, California, on this **[DATE]** day of **[MONTH]**, **[YEAR]**\_\_\_\_\_ by the following votes:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

---

President, Board of Trustees  
Paradise Junction Reclamation  
District No. 2095

**ATTEST:**

---

Secretary, Board of Trustees  
Paradise Junction Reclamation District No. 2095

# ATTACHMENT #7

## REGULATORY NOTIFICATION TEMPLATE

**[DISTRICT ENGINEER LETTERHEAD]**

[DATE]

[NAME}  
Chief, Flood Operations Branch  
DWR Division of Flood Management

[NAME]  
President, Board of Trustees  
Paradise Junction Reclamation District 2095

SUBJECT: Paradise Junction Reclamation District 2095 – Emergency Notification/Request for Assistance

Dear [NAME],

Paradise Junction Reclamation District 2095 (District) is preparing for an eminent emergency situation. Absent significant changes in weather and river conditions, the District anticipates declaring an emergency situation, which may affect the District’s ability to provide flood protection. As such, by this letter, the District is formally requesting the support and assistance of the California Department of Water Resources Flood Operations Branch Chief to aid the District in its efforts to address the situation.

Please contact me immediately at [PHONE NUMBER(S)] for additional information regarding the assistance needed by the District.

Sincerely,

[NAME]  
District Engineer  
Paradise Junction Reclamation District 2095

# ATTACHMENT #8

## PL 84-99 REQUEST TEMPLATE

**PARADISE JUNCTION RECLAMATION DISTRICT # 2095**

**2800 Mancuso Road**

**Tracy, CA 95304**

**Telephone (209) 241-6793**

[DATE]

District Commander  
U.S. Army Corps of Engineers – Sacramento District  
1325 J Street  
Emergency Management Section  
Sacramento, CA 95814-2922

SUBJECT: Public Law 84-99 Assistance Request

Dear Sir:

The existing high water conditions constitute a flood threat to the safety of persons and property within Paradise Junction Reclamation District 2095, located in the County of San Joaquin, State of California.

The potential threat is beyond our capability to address. It is requested that the U.S. Army Corps of Engineers provide emergency assistance in the form of temporary protection.

Sincerely,

---

President  
Paradise Junction Reclamation District 2095  
Board of Trustees