

# Reclamation District No. 2033 Emergency Operations Plan Basic Plan

(California Water Code Section 9650 Safety 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 preserves the ability to undertake all or any portion of the Plan as necessary and appropriate to respond to the particular emergency and preserve life and property. Under no circumstances will the District Board or its officers or employees be personally responsible for the procedures undertaken or not undertaken by Reclamation District No. 2033 in the event of a flood emergency, regardless of whether such procedures were or were not included in the Plan.”

**RECLAMATION DISTRICT No. 2033**

**Brack Tract**

**165 West Cleveland, Suite 1  
Stockton, California 95204**

December 21, 2015

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. 2033, is hereby promulgated as the official emergency plan (Plan) of the District. District 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 Engineer 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 Board of Trustees shall review this Plan and accompanying annex every third annual meeting or after each major levee modification during the completion of the community for needed changes and updates. The Board Chairman shall maintain a record of Board plan reviews and approval actions in accordance with District documentation procedures and policies. The Board Chairman 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.

RECLAMATION DISTRICT No. 2033



Eric Merlo, Chairman



# RECORD OF INITIAL DISTRIBUTION

<u>Agency Name</u>	<u>Address</u>	<u>Date Provided</u>
San Joaquin County Office of Emergency Services	2101 E. Earhart Ave. Suite 300 Stockton, CA 95206	
California Department of Water Resources Flood Operations Branch	3310 El Camino Ave Sacramento, CA 95821	
Governor's Office of Emergency Services	3650 Schriever Ave Mather, CA 95655	
Central Valley Flood Protection Board	3310 El Camino Ave. Rm 151 Sacramento, CA 95821	
San Joaquin County Sheriff's Office	7000 Michael Canlis Way French Camp, CA 95231	
Thornton Fire District	25999 N Thornton Rd, Thornton, CA 95686	

# Table of Contents

	Page	
1	Introduction	
1.1	Purpose	1
1.2	Scope	1
1.3	Plan Structure	1
2	Concept of Operations	
2.1	Situation Overview	2
2.2	General Approach to Seasonal Flood Operations	3
2.3	Public Alert and Warning	5
2.4	Flood Fight Operations	6
2.5	Federal and State Disaster Assistance	6
3.	Organization and Assignment of Responsibilities	
3.1	Organization	7
3.2	Assignment of Responsibilities	7
4.	Direction, Control, and Coordination	
4.1	Management and Control of District Operations and Coordination Within District	10
4.2	Management and Coordination with Other Jurisdictions	11
5.	Communications	
5.1	Communications Organization	14
5.2	District Communications	14
5.3	Communications with Other Jurisdictions	14
6.	Logistics, Finance, and Administration	
6.1	Mutual Aid	15
6.2	Resources	15
6.3	Procurement	15
6.4	Logistics Facilities	15
6.5	Finance and Administration	16
7.	Plan Development and Maintenance	
7.1	Plan Development and Maintenance	17
7.2	Training and Exercises	17
7.3	Plan Evaluation	17
8.	Authorities and Reference	18
Attachments		
	Attachment 1: Emergency Response and Training Policy	19
	Attachment 2: Delegation of Authority Letter	22
	Attachment 3: Flood Fight Supply Inventory	24
	Attachment 4: Standard Contract Form	26
	Attachment 5: Emergency Resolution Template	33
	Attachment 6: Regulatory Notification Template	36



## Section 2 - Concept of Operations

### 2.1 Situation Overview

See the SJOA Hazard Mitigation Plan for a comprehensive flood risk assessment for the County of San Joaquin. See Annex A for District boundaries, levees, pumping stations, supply depots, historical flooding summary, locations of past breaches and areas of historic seepage or erosion, topography, and characteristics of waterways fronting District levees.

Brack Tract is located in the eastern Delta, east of the South Fork Mokelumne River, in San Joaquin County, west of Interstate 5, south of Canal Ranch (Reclamation District No. 2086) and north of Terminous Tract (Reclamation District No. 548). The levee surrounding Brack Tract protects approximately 20 residents, and during some agricultural operations as many as 100 farm workers, per District estimate. The levee also protects local infrastructure, including five miles of a county maintained road, Woodbridge Road, PG&E and Lodi Gas Storage pipelines, and an important variety of habitat including the Woodbridge Ecological Reserve, a private duck club, the California Department of Fish and Wildlife riparian brush rabbit breeding facility program and seasonal duck clubs. The 1,250 acres of permanent habitat located on-island include riparian, marsh, permanent and seasonal wetlands, and open water habitats. Agricultural operations that are seasonally flooded for waterfowl habitat over the fall and winter consist of 1,800 acres of grain and 1,000 acres of rice. The District also protects 500 acres of vineyards, 400 acres of alfalfa and 75 acres of orchards.

The western half of the District has peat deposits within the levee foundation and adjoining lands, which require additional stability control and adjusted design parameters to account for settlement and possible deformations. The levee on the eastern half of the District is smaller, has higher ground elevations and thinner peat deposits.

The District levee system has historically protected Brack Tract from flooding or severe overtopping. There have been multiple instances of seepage or erosion, which have been repaired and rehabilitated to maintain the integrity of the levee. The District maintains its levee by utilizing funds within the Delta Levees Maintenance Subventions Program (Subventions Program). The District has recently performed 2 Hazard Mitigation Plan (HMP) rehabilitation projects under the Special Projects Program.

In recent years, the District has not had any major problem areas. There have been minor problems, historically, which are typical of most non-project levee districts in the Delta, such as levee freeboard, lack of levee crown elevation, during high water, erosion and seepage. The District has been susceptible to problems during events that couple high water with high winds, causing overtopping from wave action, erosion, and seepage control issues.

The District had a number of areas where seepage occurred during the last high water event in 2006. Underseepage is common on districts adjacent to rivers; however, to date, none of the underseepage has caused any significant problems for the District. A small area of underseepage occurs periodically at the toe of the south levee near Station 240. This area is monitored regularly and has never been observed as being a problem area, as the water just ponds and does not seem to flow.

There have been problems associated with excessive through-seepage in a handful of areas. Near Station 0+00, directly opposite the west end of Woodbridge Road, water sometimes seeps through the levee near the toe. The District constructed a French Drain that drains this water from below ground into the nearby drain sump pump to the north. Through-seepage was also a problem during the January 2006 high water, south of the Woodbridge Road, emanating around the roots near a walnut tree on the levee slope. Shortly after the 2006 flood, the District cored this portion of levee and, to date; water has not raised high enough to determine whether this coring was adequate to eliminate the seepage.

Walnut trees on the south were cut down or died and their roots have since rotted, and in several instances, they have created seepage paths. During recent levee work in 2007, roots and stumps were removed to place fill. No problems associated with these tree remnants have occurred since that time.

In the recent past, there has been some beaver activity along Hog and Sycamore Sloughs. Most of this activity is along Sycamore Slough where there is significant habitat in the form of channel islands.

The District's levee system is almost at the HMP standard configuration. The District completed rehabilitation of the west levee along the South Fork of the Mokelumne River in 2014. This project was built to provide a sustainable HMP levee on this 2.2 mile levee segment. Upon completion of levee rehabilitation during summer 2015, the district will meet HMP. There is a well maintained all-weather road around most of the District.

The District had problems with its gravel road on the south levee. This problem was caused by substandard levee material placed sometime in the 1990s, which did not provide a sub-base adequate to support a gravel road during the wet season. The District has focused a considerable amount of work in this area in the past 10 years, and currently, the roadway on the south levee has all-weather access capability.

## **2.2. General Approach to Seasonal Flood Operations**

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

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

The District performs the following routine preparedness actions.

1. The District Superintendents inspects District levees on a routine basis
2. Periodic inspections of the levee are conducted by the District Engineer
3. A baiting program is ongoing
4. A vegetation control program is ongoing
5. Annual inspection and inventory of District flood fight supplies is conducted



### 2.2.3 Alerting, Activation, and Initial Response

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

ACTION	TRIGGER CONDITION
Alert the District Board of Trustees and staff Issue Delegation of Authority letter appointing District Incident Commander	Potential threat to levee integrity, Forecast prediction of BEN reaching Monitor Stage at 12.0' and VNI at 8.55'*
Activate District staff and initiate periodic focused levee inspections	BEN at Monitor Stage 12.0'
Initiate 24-hour continuous levee patrols	BEN at Flood Stage 17.0' or VNI at 9.05'*
Contact Thornton Fire District, San Joaquin Sheriff Department, and San Joaquin County OES	Potential threat to levee integrity
Contact the State-Federal Flood Operations Center	Identified problem on levee

\* Elevation defined as 1.5 feet below 100-year flood elevation of 10.05'

† Elevation defined as 1.0 feet below 100-year flood elevation of 10.05'

The District does not use “phases” where objective conditions trigger a group of actions. Each action indicated will be taken upon reaching the trigger condition shown or if District staff feels it is warranted. As noted below, the District Engineer is responsible for monitoring objective conditions affecting the District.

District 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 jurisdictions identified below have the responsibility for alerting and warning the general public within District boundaries. The District will promptly notify this jurisdiction of identified threats to its levees or internal drainage system and will provide detailed information on the characteristics of the threat. The District will assist, to the extent possible, with notification of the public if requested. All alert and warning of the general public will be carried out in accordance with the plan referenced below.

## **San Joaquin County Sheriff's Department Thornton Fire District**

Alerting and warning will be conducted jointly by these jurisdictions 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 Operational Area and SJOA Joint Information Center (JIC) to assist with alert and warning messages if requested.

### **2.4 Flood Fight Operations**

Flood fight operations, including levee patrol, will be conducted in accordance with the procedures in this 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 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 as in this Plan.

### **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 the Federal Stafford Act 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 and District Secretary to maintain necessary documentation during an emergency and to participate in any available assistance programs after a disaster on behalf of the District.

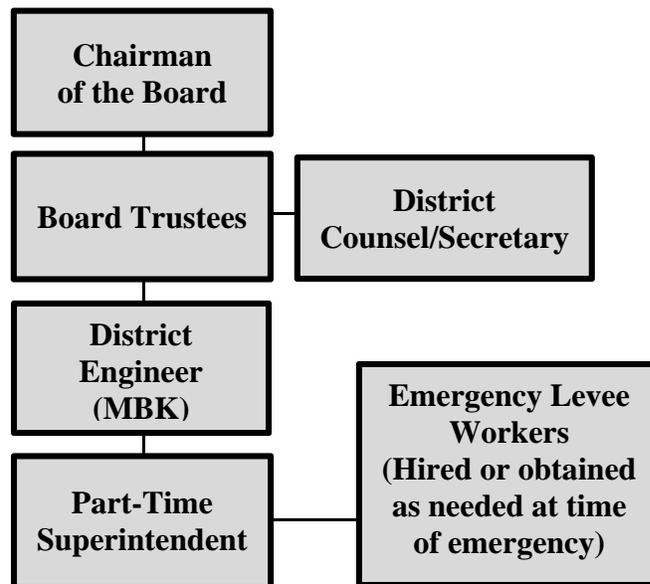
To ensure that the District takes steps to quickly access the recovery process, these actions should be considered if an incident is imminent or occurring:

- 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 use its paid, contract, and volunteer staff as shown below to perform its responsibilities in a flood emergency.



### 3.2 Assignment of Responsibilities

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

#### 3.2.1 Make Legal and Financial Commitments on Behalf of District

The Board Chairman or District Secretary 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 District during emergency operations and 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 Secretary 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 Board Chairman or District Secretary will sign written contracts with private vendors or other public agencies stemming from emergency actions as described above.

### **3.2.2 Represent District in Operational Area Emergency Management Committee**

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

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

### **3.2.3 Provide Public Information**

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

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

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

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

The District Engineer is 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.

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

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

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

The Board Chairman will issue a Delegation of Authority letter (see Attachment 2) assigning a District Incident Commander as noted in Section 3.2.2. The Board will use the emergency resolution template (See Attachment 5) to proclaim a local emergency.

### **3.2.7 Document Expenditures, Emergency Actions, and Requests for Mutual Aid**

The District Engineer and the District Secretary are 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 and the District Secretary 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.

## Section 4 - Direction, Control, and Coordination

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

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

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

#### **4.1.1. Management and Policy**

The District shall maintain direction and control of District operations during emergency periods. The District Board of Trustees shall meet and confer as deemed necessary by the Board Chairman during emergency operations to perform their policy making and financial responsibilities during emergency response operations. Board meetings will occur within the District at 10749 W. Woodbridge Road, Woodbridge, CA, or if needed at the office of the District at 165 West Cleveland Street, Suite 1, Stockton, CA.

The Board Chairman 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 Incident Command Facilities**

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.

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

The District maintains a pre-identified facility for hosting emergency activities being undertaken by District staff. The location is at 10749 W. Woodbridge Road, Woodbridge, CA. The District’s principal and official office is located at 165 West Cleveland Street, Suite 1, Stockton, CA. District activities will be organized and coordinated in the field, at the official District office, or at other incident command facilities established by public safety agencies or the SJOA as 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 [www.sjmap.org/oesfcm](http://www.sjmap.org/oesfcm).

The District is a member of the North Delta Flood Fight Command established by the San Joaquin Operational Area. The North Delta Flood Fight Command meets at the Van Excel Dairies on Woodbridge Road. The boundaries and assignments to this command may be viewed on the SJ County Unified Flood Fight Command Map available at [www.sjmap.org/oesfcm](http://www.sjmap.org/oesfcm) or see Figure 2.

### **4.2.2 San Joaquin Operational Area Emergency Operations Center**

The County of San Joaquin maintains and hosts the San Joaquin Operational Area 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 EOC located in separate locations.

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

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

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 Brack Tract to the EOC is 30 minutes. District representative may remotely communicate with the EOC through cellular telephone.

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

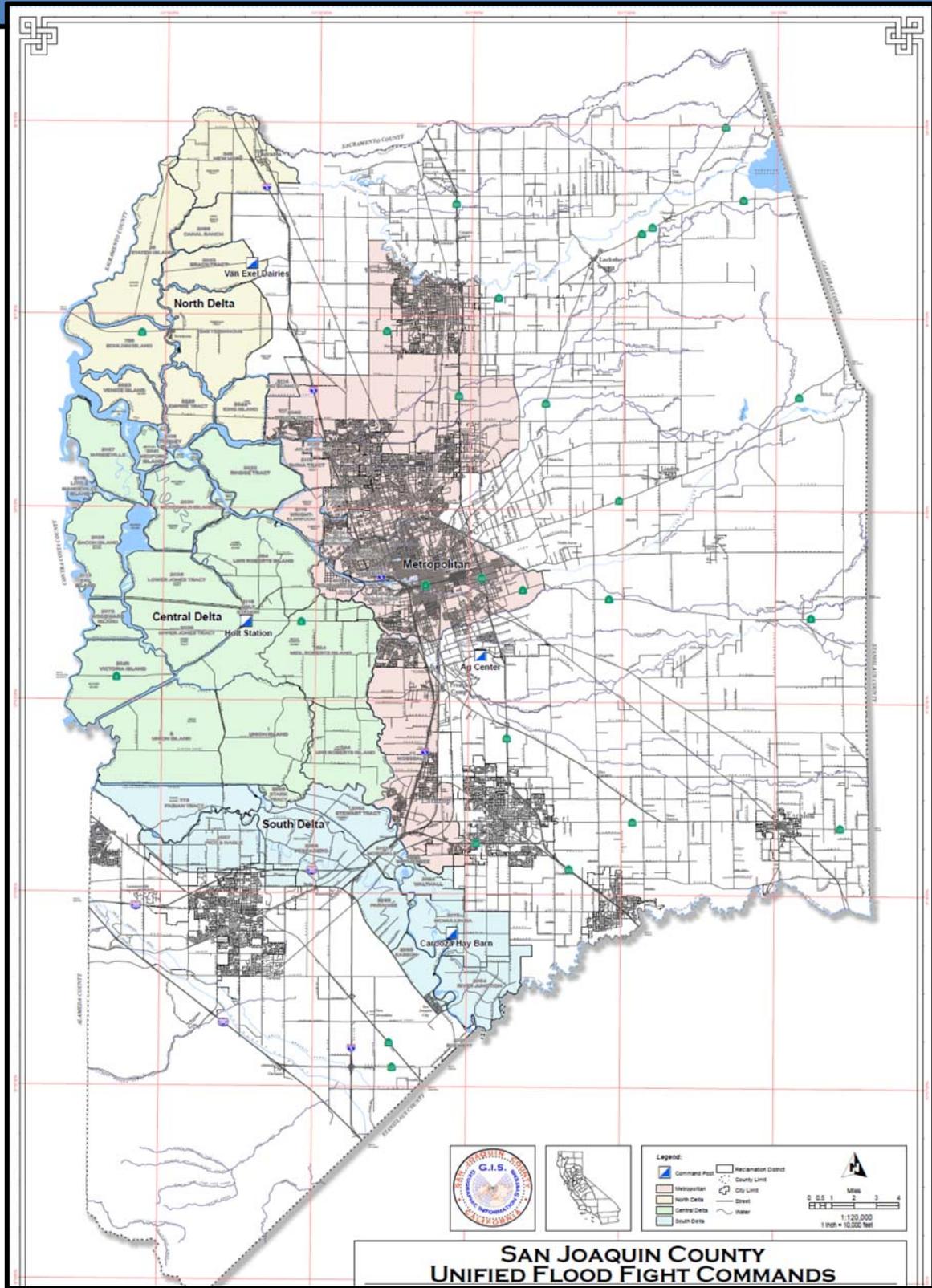
The California Department of Water Resources has special authority under Water Code Section 128 to assist reclamation districts with flood fight operations. The California Department of Water Resources maintains the State-Federal Flood Operations Center (FOC) to perform these functions and support the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

### **4.2.4 San Joaquin Operational Area Joint Information Center**

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

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

Figure 2: Unified Flood Fight Commands



## **5.1 Communications Organization**

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

1. Between District staff, contractors, and other staff working under District supervision
2. With other public agencies operating within the District
3. With neighboring reclamation districts
4. With the EOC
5. With the State Flood Operations Center

## **5.2 District Communications**

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

## **5.3 Communications with Other Jurisdictions**

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

### **5.3.1 San Joaquin Operational Area EOC**

The District will maintain communications with the 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 California Department of Water Resources State-Federal Flood Operations Center**

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

## Section 6 – Logistics, Finance and Administration

### 6.1 Mutual Aid

San Joaquin County is a signatory to the California Master Mutual Aid Agreement. The District is a signatory to the SJOA Agreement, and will participate in the mutual aid system, and follow the processes outlined in those documents for requesting 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 SJOA Logistics Section and/or the 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

The District is in the process of purchasing flood fight supplies for stockpiling within the District. See Attachment 3 for a location of supplies. The District will update the table to reflect the actual supplies once they have been purchased. 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 San Joaquin Operational Area. In addition, DWR stores resources near the Port of Stockton.

The District has two specified deployment points for sand that will be staged at the beginning of each flood season. The two locations are along Woodbridge Road, one at the western end of the road, and the other at the truck scales near the storage silos 2.5 miles east.

### 6.3 Procurement

The District maintains standard forms and processes for initiating and executing contracts with private vendors. The District maintains a standard contract form for sole-source contracts under \$25,000. The District maintains a separate contract form for contracts over \$25,000 adding bonding requirements. 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 sample contract.

### 6.4 Logistics Facilities

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

### 6.5 Finance and Administration

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

## Section 7 - Plan Development and Maintenance

### 7.1 Plan Development and Maintenance

The Board Chairman and District Engineer are responsible for overseeing the development of the District's Plan. The District Engineer will maintain Annex A. The Board Chairman and District 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 Board Chairman is authorized to approve routine updates and revisions. The District Board will review and re-approve the Emergency Operations Plan and Annex A at least every three years. Revised plans must be reviewed and approved by protected cities and the County.

### 7.2 Training and Exercises

The District will maintain a training program to implement this Plan and to meet minimum federal and state requirements for disaster reimbursement. All District training will comply with the National Incident Management System (NIMS) and the Standardized Emergency Management System (SEMS). The District Emergency Response and Training Policy describes the District training program in detail (see Attachment 1).

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

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

### 7.3 Plan Evaluation

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

## Section 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**  
**EMERGENCY RESPONSE AND TRAINING POLICY**

# Attachment 1

## Reclamation District No. 2033 Emergency Response and Training Policy

### Emergency Response

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

### National Incident Management System Training Guidance

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

The NIMS Training Program Manual indicates that federal training guidance is not absolute and that organizations should tailor their training to the level of incident complexity that their staff would potentially manage. After careful review of the definitions of incident complexity levels shown on Page 16 of the NIMS Training Program Manual, this Board has determined that District responsibilities to patrol its levees and respond to threats to levee structural integrity would require District staff to manage Type 4 incidents. District training requirements outlined below meet NIMS training recommendations for Type 4 incidents (pages 17 and 18, NIMS Training Program Manual, September 2011) and SEMS training requirements.

### Reclamation District No. 2033 Training Requirements

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

At least one member of the Board of Trustees shall complete the G-402, Incident Command System Overview for Executives and Senior Officials and the SEMS Executive Course.

The District Engineer and appropriate staff who may serve in the District response organization shall complete, at a minimum, the Combined SEMS/NIMS Course, ICS-100 Introduction to the Incident Command System, ICS-200 ICS for Single Resources and Initial Action Incidents, and IS-700 NIMS An Introduction courses to meet Type 4 incident management requirements. In addition, the District Engineer shall complete IS-800 National Response Framework and IS-701 NIMS MACS course to meet inter-agency coordination responsibilities.

Staff hired or transferred to serve as emergency levee workers at the time of an emergency shall receive a 2-hour Reclamation District No. 2033 Emergency Safety and NIMS Course that will include a 60 minute summary of the Combined SEMS/NIMS Course, ICS-100 and IS-700 courses and 60 minutes of specific safety and procedures information for their emergency duties prior to beginning work.

**ATTACHMENT 2**  
**DELEGATION OF AUTHORITY LETTER**

## Attachment 2

### Reclamation District No. 2033 Delegation of Authority Letter

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

complete management of the Reclamation District No. 2033 \_\_\_\_\_ Incident  
(Name of Incident)

To \_\_\_\_\_ acting as District Incident  
(Name of Individuals)

Commander and Deputy Incident Commander respectively.

#### Instructions

As Incident and Deputy Commander, you are accountable to me and the Board of Trustees 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 Secretary informed of key actions, and the situation.
3. Comply with the Reclamation District No. 2033 Emergency Operations Plan and document conditions requiring its modification

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

- 1.
- 2.
- 3.

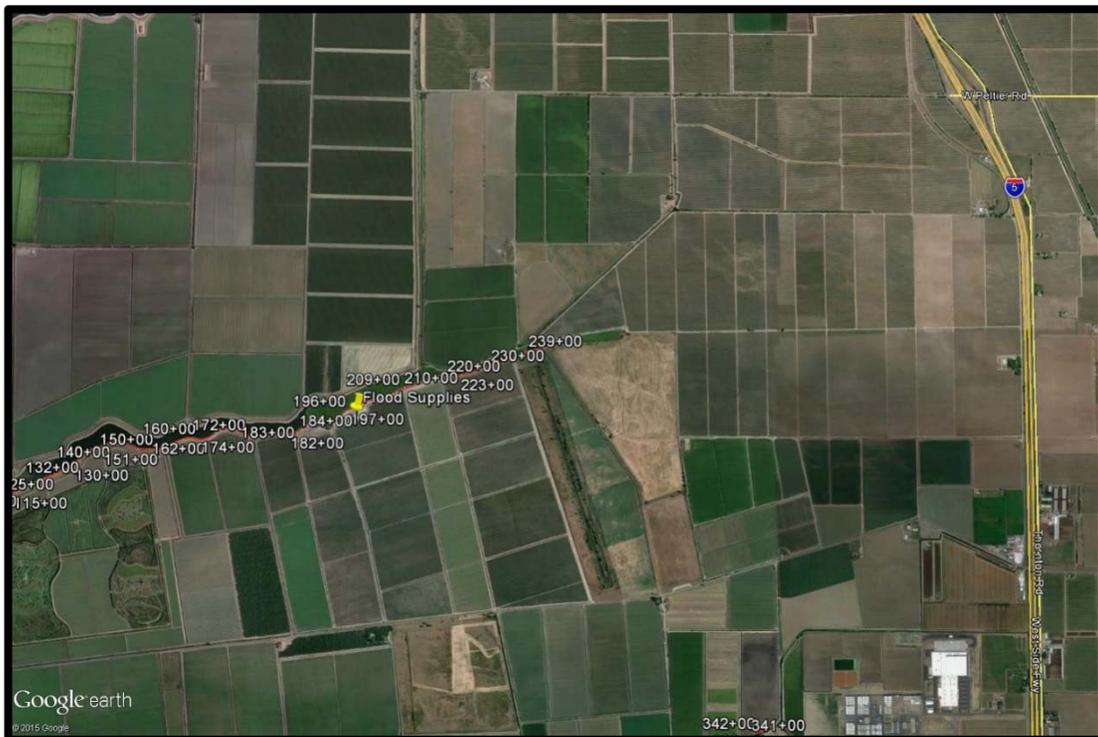
By: \_\_\_\_\_  
(Chairman, Board of Trustees)

\_\_\_\_\_  
Date

**ATTACHMENT 3  
FLOOD FIGHT SUPPLY INVENTORY**

## ATTACHMENT 3: FLOOD FIGHT SUPPLY INVENTORY

Description/units	Recommended Minimum	Quantity on Hand as of _____
Visqueen Plastic, roll 100'X20'X10 mil	10	
Sandbag Burlap, each	10,000	
Twine (250lb), box	3	
Wooden Stakes, each	200	
Tie Buttons, each	1,000	
Lineman Pliers, each	5	
Sledge Hammers, each	5	
Shovel, each	6	
Life Vests, each	10	
Survey Lathe, bundle	2	
Flagging Tape, box	1	
Permanent Marker, pack	1	
Pad/Pencil Set, each	1	
Spotlight w/Extra Battery, each	1	



**ATTACHMENT 4  
STANDARD CONTRACT FORM**

Contract No. 2033-##-##-##  
FORM "A-3"

**CONTRACT FORM**

This agreement, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, YEAR, by and between Reclamation District No. 2033, 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 California Department of Water Resources and their respective officers, agents and employees.

Contract No. 2033-##-##-##  
FORM "A-3"

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. 2033 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.

Contract No. 2033-##-##-##  
FORM "A-3"

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 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.

Contract No. 2033-##-##-##  
FORM "A-3"

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. 2033

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

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

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

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

**APPENDIX A**

The federal and state labor law requirements applicable to the contract are composed of but not limited to the following items:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of person signing and company

**ATTACHMENT 5  
EMERGENCY RESOLUTION TEMPLATE**

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF RECLAMATION DISTRICT NO. 2033  
(BRACK TRACT)  
EMERGENCY MEETING DATE: \_\_\_\_\_**

**RESOLUTION No.**

Upon special notice to and consent by the Trustees of Reclamation District No. 2033, of the County of San Joaquin, State of California, an emergency meeting of the Board of Trustees was held at the district offices at 165 West Cleveland, Suite 1, Stockton CA 95204 on **[DAY and DATE]** at **[TIME]**. The Board agreed that an emergency situation exists which requires immediate action by the District

**[DESCRIPTION OF EMERGENCY EVENT, JUSTIFICATION]**

**EMERGENCY DECLARATION**

WHEREAS, the Trustees of Reclamation District No. 2033 have considered the condition of the District Levees and the potential risk of general operation at the expense of public safety and agricultural production; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Trustees of the Reclamation District No. 2033, as follows:

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

#### **CERTIFICATION**

I, Eric Merlo, Chairman and Trustee for Reclamation District No. 2033 (District) do hereby certify that the above is a true and correct copy of the resolution, which the Board of Trustees of the District unanimously adopted on **[DATE]**.

Executed on \_\_\_\_\_, in Stockton, California.

\_\_\_\_\_  
Eric Merlo, Chairman

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



Water Resources • Flood Control • Water Rights

## EMERGENCY NOTIFICATION

**DATE:**

**TO:** John Paasch, Chief: Flood Operations Branch: DWR Division of Flood Management  
Eric Merlo, Chairman, Trustee: RD 2033

**FROM:** Gilbert Cosio, Jr., District Engineer: RD 2033

**SUBJECT:** Reclamation District No. 2033: Emergency Notification  
Request for Regulatory Coordination Support

Mr. Paasch,

Reclamation District No. 2033, Brack Tract, is preparing for an imminent emergency situation. Depending on changes in weather and river conditions, the District shall declare that there is an emergency situation that may threaten the District's ability to provide flood protection. The District is formally requesting the support of the Flood Operations Branch Chief of the California Department of Water Resources to support the District efforts to notify all required regulatory agencies to satisfy state and federal notification requirements. It is the intent of the District to prepare for and flood fight any and all incidents that may arise during this pending emergency situation.

The Notification that is being requested by the District should satisfy the regulatory agencies request to provide sufficient time to respond to the pending actions. Depending on conditions, and willingness of the responding regulatory agencies, representatives may be able to access the District levees along with the District Incident Commander or District Engineer to assess the flood fight preparations or potential ongoing activities. The representative must be properly equipped with suitable supplies and equipment to be prepared for on-site conditions. Contact me immediately for any information at (916) 456-4400 or (916) 761-1282.

Regards,

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Gilbert Cosio, District Engineer  
Reclamation District No. 2033

MM/GC  
4641/MEMO-STANDARD.DOCX