



**RECLAMATION  
DISTRICT  
BOARD**

**Mark Young**  
President

**Page Baldwin Jr.**  
Trustee

**Matt Gause**  
Trustee

**Richard Harris**  
Trustee

**Marshall Cook**  
Trustee

# **AGENDA**

**Meeting of the  
Reclamation District 2084  
Board of Trustees  
Thursday, September 3<sup>rd</sup>, 2020  
8:30 am**

## **NOTICE TO THE PUBLIC**

### **MODIFIED BROWN ACT REQUIREMENTS IN LIGHT OF COVID-19**

In Compliance with CA Executive Orders N-25-20 and N-29-20 members of the Board of Trustees and members of the public will participate in this meeting by teleconference. The call in information for the Board of Trustees and the public is as follows:

1-408-418-9388

Meeting number/access code: 126 825 4905

Meeting Password: 33284627 (from phones and video systems)

-or-

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Any member of the public on the telephone may speak during Public Comment or may text public comments to 916-247-4992 and comments will be read from each member of the public. The Board of Trustees anticipates conducting all meetings in this manner until further notice. During this period of modified Brown Act Requirements, Reclamation District No. 2084 will use best efforts to swiftly resolve requests for reasonable modifications or accommodations with individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt whatsoever in favor of accessibility.

- 1. Call to Order**
- 2. Roll Call and Opening Remarks**
- 3. Public Comment** (New Business)

This is an opportunity for members of the public to directly address the Board on subject matter not on the agenda within the jurisdiction of the Board.

- 4. Agenda Approval**
- 5. Consent Items** (Action Item)

a. Approval of Meeting Minutes

1. August 6th, 2020

Enclosure 1: Agenda Item 5.a - Meeting Minutes

**6. Board Items** (Action item unless otherwise noted)

- a. Consider reaffirming authorization of the President to execute a Joint Exercise of Powers Agreement with RD 536.

Enclosure 2: Agenda Item 6.a – Draft LEJPA JPA Agreement

- b. Consider appointing Trustee Harris to serve as the representative for RD 2084 on the Little Egbert Joint Powers Agency Board.

**7. Operations and Maintenance Update** (Action Item/Informational)

- a. Update from MBK Engineers

Enclosure 3: Agenda Item 7.a.1 – September 2020 Engineer’s Report

Enclosure 4: Agenda Item 7.a.2 – RD 2084 Emergency Operations Plan

Enclosure 5: Agenda Item 7.a.3 – RD 536 and RD 2084 Flood Contingency Map

- b. Ongoing Maintenance Items

**8. Financial Management** (Action Item/Informational)

- a. Invoicing

- b. Consider adopting the FY19/20 Audit Report completed by Cropper Accountancy.

**9. Little Egbert Project Update** (Informational Only)

**10. Other Reports** (Action Item/Informational Only)

- a. Trustee Report(s)

- b. General Manager’s Report

- Floodplain Management Association Conference

- c. Counsel Report

**11. Adjourn**

- a. The next Board meeting is scheduled for October 1, 2020

- 
- Any documents related to agenda items that are made available to the Board before the meeting will be available for review by the public by contacting [info@RD2084.org](mailto:info@RD2084.org).
  - If you need reasonable accommodation due to a disability, please contact [info@RD2084.org](mailto:info@RD2084.org) at least 48 hours in advance of the meeting. This contact information may also be used for any questions you may have.
  - Public comments are generally limited to three (3) minutes but may be more or less at the discretion of the Board.
  - The Board may consider the agenda items listed above in a different order at the meeting, pursuant to the determination of the Board Chair. All items appearing on this agenda, whether or not listed expressly for action, may be deliberated upon and subject to action at the discretion of the Board.

# **ENCLOSURE 1**

**AGENDA ITEM 5.a**



**RECLAMATION  
DISTRICT  
BOARD**

**Mark Young**  
President

**Page Baldwin Jr.**  
Trustee

**Matt Gause**  
Trustee

**Richard Harris**  
Trustee

**Marshall Cook**  
Trustee

# MINUTES

**Meeting of the  
Reclamation District 2084  
Board of Trustees  
Thursday, August 6<sup>th</sup>, 2020  
8:30 am**

## NOTICE TO THE PUBLIC

### MODIFIED BROWN ACT REQUIREMENTS IN LIGHT OF COVID-19

In Compliance with CA Executive Orders N-25-20 and N-29-20 members of the Board of Trustees and members of the public will participate in this meeting by teleconference. The call in information for the Board of Trustees and the public is as follows:

1-408-418-9388

Meeting number/access code: 126 404 8802

Meeting Password: 72226865 (from phones and video systems)

-or-

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Any member of the public on the telephone may speak during Public Comment or may text public comments to 916-247-4992 and comments will be read from each member of the public. The Board of Trustees anticipates conducting all meetings in this manner until further notice. During this period of modified Brown Act Requirements, Reclamation District No. 2084 will use best efforts to swiftly resolve requests for reasonable modifications or accommodations with individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt whatsoever in favor of accessibility.

#### 1. Call to Order

**President Young presided at the meeting. The meeting was called to order at 8:31am.**

#### 2. Roll Call and Opening Remarks

Trustees present: Mark Young, President

Page Baldwin, Jr.

Matt Gause

Marshall Cook

Richard Harris

#### 3. Public Comment (New Business)

Members of the public were present and had no comment.

**4. Agenda Approval**

Trustee Harris moved to approve the agenda with no changes.

Trustee Gause seconded and it passed with unanimous vote.

AYES: Young, Baldwin, Gause, Harris, Cook

NOES: (None)

ABSTAIN: (None)

RECUSE: (None)

**5. Consent Items (Action Item)**

a. Approval of Meeting Minutes

1. June 4th, 2020

Enclosure 1: Agenda Item 5.a - Meeting Minutes

Trustee Harris moved to approve consent items.

Trustee Gause seconded and it passed by unanimous vote.

AYES: Young, Baldwin, Gause, Harris, Cook

NOES: (None)

ABSTAIN: (None)

RECUSE: (None)

**6. Board Items (Action item unless otherwise noted)**

a. Consider delegating to President authority to enter into a funding agreement with USACE allowing USACE to accept funds from RD 2084 to evaluate requests under 33 U.S.C. 408.

Enclosure 2: Agenda Item 6.a – DRAFT Agreement for Acceptance of Contributed Funds for a Section 408 Evaluation

Trustee Harris moved to approve President Young to enter into a funding agreement with USACE.

Trustee Cook seconded and it passed with unanimous vote.

AYES: Young, Baldwin, Gause, Harris, Cook

NOES: (None)

ABSTAIN: (None)

RECUSE: (None)

b. Consider delegating to President authority to sign CEQA Notice of Exemptions.

Enclosure 3: Agenda Item 6.b – Example Notice of Exemption

During discussion of this item, President Young made clear the intent to include all executed CEQA Notice of Exemptions in the General Manager’s Report as part of the monthly Board Meeting package for Trustee awareness.

Trustee Harris moved to authorize the President to sign CEQA Notice of Exemptions.

Trustee Gause seconded and it passed with unanimous vote.

AYES: Young, Baldwin, Gause, Harris, Cook

NOES: (None)

ABSTAIN: (None)

RECUSE: (None)

**7. Operations and Maintenance Update (Action Item/Informational)**

a. Update from MBK Engineers

Enclosure 4: Agenda Item 7.a – August 2020 Engineer’s Report

Engineer Moncrief provided an overview of the Engineer’s Report, including an update on the development of the Five Year Plan and a proposal for Station Markers along the Cache Slough Levee from the northern end to north of the ferry.

Trustee Harris moved to accept the proposal from MBK Engineers for Carsonite Station Markers.

Trustee Gause seconded and it passed with unanimous vote.

AYES: Young, Baldwin, Gause, Harris, Cook

NOES: (None)

ABSTAIN: (None)

RECUSE: (None)

b. Delta Levee Subventions Program Overview

Engineer Moncrief shared a handout titled Subventions Summary Guidelines. Approved actions by the District are now eligible for reimbursement through the Subventions Program. Engineer Moncrief informed the District that CDFW will not be performing a baseline habitat assessment in 2020, but there will be annual CDFW inspections prior to being approved for reimbursement. MBK Engineers will take responsibility for establishing an account with the Department of Industrial Relations.

c. Ongoing Maintenance Items

Engineer Moncrief provided a brief summary of routine maintenance items that should be addressed before flood season. President Young instructed the Engineer to solicit for maintenance proposals to be shared at the September Board meeting.

**8. Financial Management (Action Item/Informational)**

a. Invoicing

Enclosure 5: Agenda Item 8.a – July Fiscal Report

b. Year End Financial Summary

Enclosure 6: Agenda Item 8.b – FY 19/20 Year End Report

**9. Little Egbert Project Update (Informational Only)**

General Manager Nagy provided an update on coordination with Solano County on efforts to form the JPA. Overall, the County expressed concern regarding the potential for increased liability and unintended conflicts of interest. Coordination at both the staff and Supervisor level will continue. President Young provided an update on coordination with RD 536. RD 536 expressed interest but has not yet committed to join the JPA. Coordination efforts will continue.

**10. Other Reports (Informational Only)**

a. Trustee Report(s)

No Report

b. General Manager's Report

No Report

c. Counsel Report

Counsel Shapiro shared that the California Central Valley Flood Control Association is hosting free Ethics Training this month.

**11. Adjourn**

a. The next Board meeting is scheduled for September 3, 2020

**The meeting adjourned at 10:06am**

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  - The Board may consider the agenda items listed above in a different order at the meeting, pursuant to the determination of the Board Chair. All items appearing on this agenda, whether or not listed expressly for action, may be deliberated upon and subject to action at the discretion of the Board.

# **ENCLOSURE 2**

**AGENDA ITEM 6.a**

**DRAFT**

**JOINT EXERCISE OF POWERS  
AGREEMENT**

BY AND AMONG ~~THE~~  
~~COUNTY OF SOLANO,~~  
~~SACRAMENTO AREA FLOOD CONTROL AGENCY,~~

**RECLAMATION DISTRICT NO. 536,**

**AND**

**RECLAMATION DISTRICT NO. 2084**

**CREATING THE**

**LITTLE EGBERT JOINT POWERS  
AGENCY (LEJPA)**

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## LITTLE EGBERT JOINT POWERS AGENCY JOINT EXERCISE OF POWERS AGREEMENT

This Joint Exercise of Powers Agreement (“Agreement”) is made by and among:

- ~~a. County of Solano, a political subdivision of the State of California organized and existing under the laws of the State of California;~~
- ~~b. Sacramento Area Flood Control Agency, a joint powers agency created by resolution;~~
- e.a. Reclamation District No. 536, a political subdivision of the State of California organized and existing under Water Code section 50,000 et seq.; and
- e.b. Reclamation District No. 2084, a political subdivision of the State of California organized and existing under Water Code section 50,000 et seq.;

These parties are referenced herein as Member Agencies or, individually, as a Member Agency.

WHEREAS, agencies formed under the Joint Exercise of Powers Act, Government Code sections 6500 et seq. (the “JPA Law”) may finance, construct and operate public capital improvements and provide services to serve territory within the jurisdictions of the agencies which form the joint powers entity.

WHEREAS, the Member Agencies are authorized to acquire, construct, improve, operate, and maintain infrastructure to control, manage and conserve waters for the protection of life and property.

WHEREAS, the State of California Department of Water Resources developed, and the Central Valley Flood Protection Board adopted, the 2017 Update to the Central Valley Flood Protection Plan in June of 2017.

WHEREAS, the Sacramento River Basin-Wide Feasibility Study was developed to support the 2017 Update to the Central Valley Flood Protection Plan and recommended implementation of a flood risk management project on the Little Egbert Tract, which is located within Reclamation District 2084.

WHEREAS, the Sacramento Area Flood Control Agency commissioned a Feasibility Study for the Little Egbert Tract, in which the State of California Department of Water Resources and Solano County cooperated.

WHEREAS, the Little Egbert Tract Feasibility Study dated December 31, 2018 recommended the implementation of a multi-benefit project on the Little Egbert Tract including its managed transition from agriculture to a permanently inundated state that maximizes flood and ecosystem benefits.

WHEREAS, a need exists for coordinated planning to implement a multi-benefit project within the boundaries of Reclamation District No. 2084.

WHEREAS, a joint powers agency is appropriate to implement the multi-benefit project.

WHEREAS, the Member agencies wish to form a joint powers agency to implement the multi-benefit project.

## **AGREEMENT**

Now, therefore, in consideration of the above premises and of the mutual promises contained herein, the Parties do hereby agree as follows:

### **Article I. DEFINITIONS**

#### **Section 1.01 Definitions**

- “Agreement” means this Joint Exercise of Powers Agreement, as amended from time to time.
- “Agency” means the Little Egbert Joint Powers Agency ([LEJPA](#)) established by this Agreement.
- “Board” or “Board of Directors” means the governing Board of the Agency.
- “Budget” means an approved budget appropriating funding for the expenses of the Agency.
- “Director” or “Directors” means one or more members of the Board.
- “Facility” or “Facilities” means any Works financed, acquired or constructed by the Agency.
- “Fiscal Year” means the period from July 1 in any calendar year to and including June 30 in the succeeding calendar year unless the Board should adopt another fiscal year by resolution.
- “Infrastructure” means watercourses, drainage channels, conduits, ditches, levees, berms, pump stations, pipes, gates, roads, trails, mitigation (or restoration) sites or other facilities for the management and disposal of resources within the Agency. “Infrastructure” shall also include easements and rights-of-way for any purpose of the Agency.
- “JPA Law” means the Joint Exercise of Powers Act, Government Code section 6500 et seq. as it now exists or may hereafter be amended.
- “Member Agencies” means the parties to this Agreement identified above or which become party, accepting the rights and obligations of a Member Agency pursuant to an amendment to this Agreement.

- “Project Commitments” means written agreements between or among the Agency, the State of California, the federal government or other public agencies to:

(i) operate and maintain Infrastructure,

(ii) indemnify one another, one or more Member Agencies, or other public agency entities for liabilities arising out of such operation and maintenance or the failure of such operation and maintenance; and/or

(iii) indemnify one another, one or more Member Agencies, or other public or private entities for design or construction of Infrastructure designed or constructed by the Agency.

### **Section 1.02 Statutory References**

Any reference in this agreement to a statute shall mean that statute as it now exists or may hereafter be amended.

## **Article II. GENERAL PROVISIONS**

### **Section 2.01 Purpose**

The purpose of the Agency is to exercise the common powers of the Member Agencies addressed by this Agreement with the primary purpose to implement a multi-benefit project as described in the recitals of this agreement. A multi-benefit project on the Little Egbert Tract, and predominantly within the boundaries of Reclamation District 2084, may require the implementation of ancillary projects outside the boundaries of the District with the permission of the appropriate landowner(s). In this case, the multi-benefit project is intended to reduce flood risk to the adjacent and downstream lands and upstream reclamation districts while enhancing fish and wildlife habitat. The multi-benefit project will also explore public benefits such as sustaining agricultural production, improving water quality and water supply reliability, increasing groundwater recharge, and providing public recreation opportunities.

Each Member Agency has common authority to study, plan for, develop, finance, acquire, design, construct, maintain, repair, replace, rehabilitate, manage, operate and control Infrastructure to protect lives and property independently or in cooperation with the United States, the State of California, or other entities. The Agency may exercise any of those powers independently or in cooperation with the United States, the State of California or any other entity. The Agency may serve as the non-federal sponsor and make Project Commitments with respect to Infrastructure.

## **Section 2.02 Creation of Public Agency as Separate Legal Entity**

There is hereby created a public authority known as the “Little Egbert Joint Powers Agency ([LEIPA](#)).” It is the intent of the Parties that the Agency shall be a legal entity separate from the Parties pursuant to Government Code section 6507. Its liabilities shall be its own as provided in Section 8.01 of this Agreement.

## **Section 2.03 Effective Date**

This amended Agreement shall be effective on the date it is signed by the last party to do so.

## **Article III. POWERS**

### **Section 3.01 General Powers**

The Agency may exercise the powers granted to it under the JPA Law, including but not limited to the powers of each of the Member Agencies as may be necessary to the accomplishment of the purposes of this Agreement.

### **Section 3.02 Power to Issue Bonds**

The Agency shall have all the powers provided in the JPA Law, including the power to issue bonds under the Marks-Roos Bond Pooling Law, Government Code section 6584 et seq., and other law or otherwise to borrow.

### **Section 3.03 Specific Powers**

The Agency is hereby authorized, in its own name, to do all acts necessary or convenient to the accomplishment of the purposes of this Agreement, including but not limited to:

- a. To study, plan and implement ways and means to provide a reasonable program and plan of operation for the control of waters within or flowing in and out of the boundaries of the Agency to create a multi-benefit project;
- b. To participate in financing or re-financing any Infrastructure, in accordance with any terms and conditions imposed by the JPA Law;
- c. To make and enter into contracts necessary to the accomplishment of the purposes of this Agreement;
- d. To contract for the services of engineers, attorneys, planners, financial (or other) consultants;
- e. To employ such persons as it deems necessary;
- f. To enter into agreements with the United States of America, the State of California or any other public or private person to provide a portion or all, of the local contribution which may be required for Infrastructure constructed by the State or Federal governments or one or more Member Agencies;

- g. To acquire, construct, manage, control, maintain, improve, repair, replace and/or operate any Infrastructure;
- h. To acquire by eminent domain or otherwise, and to hold and dispose of, any interest in real or personal property necessary to the accomplishment of the purposes of this Agreement;
- i. To receive gifts, contributions and donations of property, funds, services and other forms of financial or other assistance from any persons, firms, corporations or governmental entities;
- j. To sue and be sued in its own name;
- k. To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency;
- l. To incur debts, liabilities or obligations;
- m. To levy and collect assessments and/or special taxes and to participate in other financing districts;
- n. To establish, revise and collect fees, as a condition of development of land, or otherwise;
- o. To apply for, accept and receive state, federal or local licenses, permits, grants, loans and other aid from any agency of the United States of America, or of the State of California, or from any other public or private entity necessary for the accomplishment of the purposes of this Agreement;
- p. To perform all acts necessary or proper to carry out fully the purpose of this Agreement and not inconsistent with the JPA Law;
- q. To invest money not required for the immediate necessities of the Agency pursuant to Government Code sections 6505.5 and 53601;
- r. To refinance indebtedness incurred by one or more Member Agencies in connection with any of the purposes of this Agreement; ~~and~~
- s. To apply for letters of credit or other form of financial guarantees to secure the repayment of bonds and enter into agreements in connection therewith;
- t. To carry out and enforce this Agreement; and
- u. To exercise all other powers not specified here but common to the Member Agencies and authorized by Government Code section 6508.

#### **Section 3.04 Restriction on Exercise Powers**

The powers of the Agency shall be exercised in the manner provided in the Act and in the JPA Law, and, except for those powers set forth in the JPA Law, shall be subject (in accordance with Section 6509 of the JPA Law) to the restrictions upon the manner of exercising such powers that are imposed upon the County of Solano in the exercise of similar powers.

### **Section 3.05 Obligations of Agency**

The debts, liabilities and obligations of the Agency shall not be the debts, liabilities and obligations of any Party or any other Public Agency.

### **Section 3.06 Non-Liability for Obligations, Activities or Operation of the Agency**

No Party, Director, officer, agent, consultant or employee of the Agency shall be individually or personally liable for the payment of the principal or premium or interest on any obligation of the Agency; but nothing herein contained shall relieve any such Party, Director, officer, agent or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligation of the Agency.

### **Section 3.07 Indemnification of Parties**

The Agency shall, to the fullest extent allowable under applicable law, indemnify and hold harmless each of the Member Agencies for and against any claim, action, liability, penalty or other imposition whatsoever upon such Member Agency by reason of (a) the activities of the Agency or (b) such Member Agency's status as party to this Agreement.

## **Article IV. ORGANIZATION AND GOVERNANCE**

### **Section 4.01 Governing Body of the Agency**

- a. The Agency shall be governed by a Board of Directors comprising ~~four~~ persons selected by the Member Agencies as set forth in this section below. All voting power of the Agency shall reside in the Board.
- b. The initial Board shall comprise the following:
  - ~~i.~~ ~~One current Boardmember of the Solano County Board of Supervisors;~~
  - ~~ii.~~ ~~One current Boardmember of the Sacramento Area Flood Control Agency;~~
  - ~~iii.~~ ~~i.~~ One current Boardmember of Reclamation District No. 536~~2~~; and
  - ~~iv.~~ ~~ii.~~ One current Boardmember of Reclamation District No. 2084.
- c. Each appointing authority may appoint a designee. Each appointing authority shall also appoint an Alternate. The Alternates shall serve in the absence or recusal of the Member for whom they are the Alternate but shall not otherwise sit with or deliberate with the Board. Alternates may, however, attend meetings.
- d. Boardmembers and Alternates serve at the pleasure of their appointing authorities shall hold office from until a successor takes the oath of office as an officer of the Agency.
- e. Each appointing authority shall promptly appoint a successor to a Boardmember or Alternate who ceases, for any reason, to be a Boardmember or Alternate or qualified to serve on the Board under the standards of subsection b above.
- f. The Agency may compensate Boardmembers and/or Alternates for service to the Agency as the Board may determine. A Board member or Alternate may be reimbursed for

expenses he or she reasonably incurs in the conduct of the Agency's business pursuant to a written policy of the Agency.

f.g. Any Member Agency added after the formation of the Agency shall appoint a Boardmember consistent with this section 4.01

#### **Section 4.02 Principal Office**

The Board shall designate the Agency's principal office at a place convenient to the work of the Agency within or outside the Agency. The Secretary shall note any change in that designation in the minutes of a Board meeting and notify each Member Agency of that change in writing.

#### **Section 4.03 Board Meetings**

The Board shall meet at the Agency's principal office or at such other place as it may designate. The Board shall establish the time and place of its regular meetings by resolution furnished to each Member Agency. Regular, adjourned and special meetings shall be called and held as specified in the Ralph M. Brown Act, Government Code section 54950 et seq. as amended by any executive order by the Governor of California.

#### **Section 4.04 Quorum; Required Votes; Approvals**

If there are only two Boardmembers, both ~~Three-fourths of~~ Boardmembers then in office shall constitute a quorum for the transaction of business. If there are three Boardmembers, two Boardmembers then in office shall constitute a quorum for the transaction of business. If there are four Boardmembers, three-fourths of the Boardmembers then in office shall constitute a quorum for the transaction of business. Except as this Agreement or applicable law otherwise requires, the vote of a majority of a quorum is sufficient to carry an action. Boardmembers may not cast proxy or absentee votes. Each Boardmember shall have an equal vote.

#### **Section 4.05 Minutes**

The Secretary shall keep minutes of Board meetings, and provide them to each Boardmember, Alternate and Member Agency or, alternatively, maintain them on the Agency's website.

#### **Section 4.06 Rules, Bylaws, and Regulations**

The Agency may adopt and amend from time to time such rules, bylaws and regulations for the conduct of its affairs as may be necessary or advisable and as are consistent with this Agreement and applicable law.

#### **Section 4.07 Vote or Assent of Parties**

Any agreement, vote, assent, or approval of a Member Agency required by this Agreement or applicable law shall be filed with the Secretary and be evidenced by a resolution or approved meeting minutes of the governing board of the Member Agency.

#### **Section 4.08 Officers**

Unless the Board determines otherwise by resolution, the Agency officers designated in this section shall hold office for one year commencing with the first Board meeting of each calendar year provided, however, that the first Chairperson, Vice Chairperson and Secretary appointed shall hold office from the date of their appointment to the second January 1st thereafter to avoid initial terms of less than a year. The Board shall also have the power to appoint such additional officers as it deems necessary and appropriate. The Treasurer and Auditor hereby designated may be changed only by the consent of all Board members then in office and shall not be members of the Board.

- a. CHAIRPERSON AND VICE-CHAIRPERSON. The Board shall select from among its members a Chairperson and a Vice-Chairperson who shall cease to serve in that role upon ending service on the Board.
- b. SECRETARY. The Board shall appoint a Secretary who may also be a Director; the Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Agency. The Secretary shall have charge of, handle and have access to all other records of the Agency.
- c. TREASURER. The Solano County Treasurer, or another person or entity appointed by the Board consistent with the JPA Law, shall be the Treasurer of the Agency and shall be the depository and shall have custody of all money of the Agency, from whatever source, and shall have the duties and obligations of the Treasurer as set forth in Sections 6505 and 6505.5 of the JPA Law. The Treasurer shall be responsible for providing quarterly reports and verifying the balance of such reports as maintained by the records of the Auditor.
- d. AUDITOR. The Solano County Auditor-Controller, or another person or entity appointed by the Board consistent with the JPA Law, shall be the Auditor of the Agency and shall have the duties and obligations of the Auditor as set forth in sections 6505 and 6505.6 of the JPA Law, including the audit obligation stated in section 6.02 of this Agreement.
- e. GENERAL COUNSEL. Subject to Section 4.09, ~~t~~The Board shall appoint an attorney licensed to practice in California who shall serve at the pleasure of the Board. General Counsel shall work cooperatively with the Executive Director, but shall report to the Board.

#### **Section 4.09 Initial Staff of the Agency; Executive Director**

The consultant staff and outside counsel of RD 2084 shall provide initial services to the Agency, at the expense of RD 2084, for a period of no more than six month, by which time the Board shall either request that RD 2084 extend such services or select staff and counsel through an appropriate process.

Following the period identified in the previous sentence, ~~an~~The Executive Director shall be appointed by, and serve at the pleasure of, the Board. The Executive Director may be an employee or a consultant. The Executive Director shall be responsible to the Board for the proper and efficient administration of the Agency as is or hereafter may be placed in his or her charge pursuant to this Agreement, or of any Board ordinance, resolution or order. In addition to other powers and duties herein provided, the Executive Director is authorized:

- a. Under policy direction of the Board, to plan, organize and direct all activities of the Agency;
- b. To appoint and to remove all Agency employees, all of whom shall serve at the pleasure of the Executive Director, except as is otherwise provided by law or by this Agreement including, but not limited to section 3.08 above;
- c. To authorize expenditures authorized by an approved Budget;
- d. To make recommendations to, and requests of, the Board concerning all of the matters and things which are to be performed, done or carried out by the Agency; and
- e. To call meetings of the Board.

#### **Section 4.10 Privileges and Immunities**

As provided in Government Code section 6513, all the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to the officers, agents and/or employees of the Agency to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement.

None of the officers, agents or employees of the Agency shall be deemed, solely by reason of their employment by the Agency, to be employed by any Member Agency or, by reason of their employment by the Agency, to be subject to any of the requirements of any Member Agency.

#### **Section 4.11 Bonding**

Any person who has charge of any funds or securities of the Agency shall be bonded in amounts fixed by Board resolution.

#### **Section 4.12 Conflicts of Interest**

- a. POLITICAL REFORM ACT. Board members are "public officials" within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The Department shall adopt a conflicts of interest code in compliance with the Political Reform Act.

- b. LEVINE ACT. Board members are “officials” within the meaning of Government Code Section 84308 et seq., commonly known as the “Levine Act,” and subject to its restrictions on the acceptance, solicitation or direction of contributions.

## **Article V. PLANNING AND PROJECTS**

### **Section 5.01 Planning**

The Agency shall undertake and/or participate in such studies and planning as necessary to implement a multi-benefit project within the Agency, as part of a larger integrated water resources program or otherwise. Such studies and planning shall identify financing methods for such proposals and if appropriate can propose the allocation of capital as well as maintenance and operating costs among the Member Agencies.

### **Section 5.02 Projects**

The Agency shall develop, design, acquire, and construct Infrastructure and necessary funding (including local cost shares of state and federal projects), to implement a multi-benefit project within the boundaries of the Agency, potentially as part of a larger integrated water resources program or otherwise. The Agency may construct, rehabilitate or fund of all or part of projects independently or in cooperation with the United States, the State of California, or another public entity or entities.

### **Section 5.03 Required Votes on Projects**

Notwithstanding section 4.04 or any other provision in this Agreement, a unanimous vote of all Boardmembers is necessary for the following:

- a. To approve any project (as that term is defined under the California Environmental Quality Act);
- b. To adopt a Negative Declaration or Mitigated Negative Declaration, or certify an Environmental Impact Report, under the California Environmental Quality Act; [and](#)
- c. ~~To~~ approve any agreement the purpose of which is to provide project funding to the Agency.

## **Article VI. BUDGETS AND PAYMENTS**

### **Section 6.01 Budget**

Within 90 days after the first meeting of the Board, and before the start of each subsequent fiscal year, the Board shall adopt a Budget for the ensuing Fiscal Year which it may amend from time to time.

### **Section 6.02 Contributions for Operating Expenses**

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- (a) Upon its formation, the Agency is not expected to have any assets. The Agency will nevertheless undertake planning and administrative work before adoption of an initial Budget and securing funding. Financial participation by each Member Agency is not required; however, each Member Agency is expected to consider providing a financial contribution to the Agency's operating expenses in support of this work.
- (b) The Agency shall allocate overhead costs consistently with section 6.01 of this Agreement. The Agency shall allow Member Agencies a reasonable opportunity to review and comment on any proposed allocation or reallocation of overhead.
- (c) In accordance with Section 6512.1 of the JPA Law, the Board may direct repayment or return to the Parties of all or part of any contributions made by the Parties upon such terms as may be consistent with the JPA Law Act and other applicable law. The Agency shall hold title to all assets it acquires during the term of this Agreement, including but not limited to Infrastructure.

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### **Section 6.03 Charges for Treasurer and Auditor**

The Agency shall pay any charges as determined by the Auditor and Treasurer for their services, as provided in Section 6505.5 of the JPA Law.

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## **Article VII. ACCOUNTING AND AUDITS**

### **Section 7.01 Accounts and Reports**

The Agency shall maintain books and accounts consistently with standards adopted by the Controller of the State of California for special districts.

### **Section 7.02 Audit**

The Auditor shall cause to be conducted an audit compliant with generally accepted audit standards of the records and the accounts of the Agency and file such audit reports with the State Controller and each Member Agency within six months of the end of each fiscal year or by such other deadline as is imposed by law or a grant or loan agreement.

## **Article VIII. MAINTENANCE AND OPERATION OF INFRASTRUCTURE**

### **Section 8.01 General Infrastructure Maintenance and Operation**

The Board shall determine before acquiring or constructing any Infrastructure, whether or not the Agency will maintain and/or operate it. If the Agency is to maintain and/or operate particular Infrastructure, it shall do so efficiently, economically and in a manner not detrimental to the Member Agencies. If the Board determines that one or more Member Agencies will maintain and/or operate particular Infrastructure, that Member Agency or those Member Agencies shall

accept that responsibility in writing before the Agency agrees to or does acquire or construct that Infrastructure.

### **Section 8.02 Project Commitments**

This Agreement may not be rescinded or terminated, the Agency dissolved, and no Member Agency may withdraw from the Agency while the Agency has outstanding Project Commitments unless another public agency has provided such reasonable written assurances to perform those Project Commitments as the State, the Federal government, or other contracting parties as to those Project Commitments may request.

The Agency may assume Project Commitments of a Member Agency by resolution of the Board and in no other fashion.

## **Article IX. LIABILITY OF BOARD**

### **Section 9.01 Liabilities**

The debts, liabilities, and obligations of the Agency shall be the debts, liabilities, or obligations of the Agency alone and not of the Member Agencies as provided in Government Code section 6508.1. Any financial dealings between the Agency and one or more Member Agencies shall be by written contract.

### **Section 9.02 Liability of Boardmembers**

Except as otherwise provided in this Agreement, the funds of the Agency may be used to defend, indemnify and hold harmless the Agency and any Director, officer or employee for their actions taken within the course and scope of their work for the Agency. The Agency may self-insure, participate in pooled self-insurance, or purchase insurance to provide such coverage.

## **Article X. RESCISSION, TERMINATION, WITHDRAWAL, ASSIGNMENT**

### **Section 10.01 Term**

The Agency shall continue until this Agreement is rescinded or terminated as herein provided and as provided in section 10.02 of this Agreement.

### **Section 10.02 Rescission or Termination**

A Member Agency may withdraw from this Agreement pursuant to section 10.04. The Agency shall wind up its affairs and dissolve upon withdrawal by the second-to-last Member Agency to do so. The Agency may wind up its affairs and dissolve and the Agency terminated by unanimous written consent of the Member Agencies. Any such dissolution shall be consistent with section 10.04. This Agreement shall terminate with dissolution of the Agency except as respects insurance and indemnities which the Board may identify to survive that dissolution.

### Section 10.03 Disposition of Assets

Upon termination of this Agreement, the Agency's remaining assets shall be returned to the Member Agencies then participating in the Agency in proportion to their contributions to the Agency's funding or as the Agency Board may otherwise unanimously determine. The Board shall first offer any Infrastructure and other illiquid assets of the Agency to the Member Agencies for good and adequate consideration. If no such sale is consummated, the Board shall offer such illiquid assets to any public or private entity for good and adequate consideration. The net proceeds from any sale or the illiquid assets if no sale occurs shall be distributed as provided in the first sentence of this section.

### Section 10.04 Withdrawal

- a. Subject to section 10.02 of this Agreement, a Member Agency may withdraw from the Agency after:

1. the withdrawing Member Agency provides written notice to the other Member Agencies of intent to withdraw, and
2. the withdrawing Member Agency honors any unmet obligations under this Agreement.

Any withdrawal shall be effective on the last day of the fiscal year in which the withdrawal is agreed unless all Member Agencies agree otherwise in writing.

- b. If a withdrawing Member Agency has any rights in any Infrastructure or responsibility for obligations of the Agency, except by a written agreement of all Member Agencies, the withdrawing Member Agency may not sell, lease or transfer those rights or be relieved of those obligations, except an obligation to pay its share of operation and maintenance costs of Infrastructure.

- c. The Agency shall not refund or repay a withdrawing Member Agency's initial commitment of funds to the Agency absent unanimous agreement of the initial Member Agencies. The Agency may refund or repay any subsequent contribution in accordance with any written terms and conditions upon which the contribution was made.

### Section 10.05 Admission of New Parties

- a. Except as to Solano County as provided in Section 10.05b below, aAdditional public entities may become Member Agencies upon such terms and conditions as the Board may provide with the unanimous consent of all Member Agencies, evidenced by a written addendum to this Agreement signed by all of Member Agencies, including the new Member Agency. Upon admission each new Member Agency shall select a person to serve on the Board of Directors as provided in Section 4.01.

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b. The County of Solano may become a Member Agency upon agreeing to the terms and conditions of this Agreement without any need for the unanimous consent of the two initial Member Agencies. Upon becoming a Member Agency, the County shall appoint one member of the Board of Supervisors to serve on the Board of Directors of the Agency.

### **Section 10.06 Amendment**

This Agreement may be amended only by the unanimous agreement of the Member Agencies.

### **Section 10.07 Assignment; Binding on Successors**

Except as otherwise provided in this Agreement, the rights and duties of the Member Agencies may not be assigned or delegated without the written consent of all other Member Agencies. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void and confer no rights on any third party. Any approved assignment or delegation shall be consistent with the terms of any then extant Project Commitments or other obligations of the Agency.

### **Section 10.08 Notice of Agreement or Amendment**

- a. Within 30 days of the effective date of this Agreement or any amendment to it and pursuant to the JPA Law, the Agency shall give notice to the Secretary of State. The Agency shall give any other notice required by applicable law upon the approval, termination or any amendment of this Agreement.
- b. Within 10 days after the effective date of this Agreement, the Agency shall cause a statement of the information, required by California Government Code Section 53051, to be filed with the office of the California Secretary of State and with the County Clerk.

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### **Section 10.09 Notice**

Any notice or instrument required to be given or delivered by depositing the same in any United States mail, registered or certified, postage prepaid, addressed to the Member Agency or the Agency, shall be deemed to have been received by addressee 72 hours after such deposit. Notice may be given by such other means as the Agency or a Member Agency specifies in writing.

### **Section 10.10 Severability**

Should a court of competent jurisdiction decide any part, term or provision of this Agreement conflicts with law or is otherwise unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected and, to that end, the Member Agencies declare the parts, terms, and provisions of this Agreement to be severable.

**Section 10.11 Successors**

This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Member Agencies.

**Section 10.12 Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes. Signatures may be given by emailed pdf or other equivalent means with the same force as original wet signatures.

**Section 10.13 Integration**

This Agreement represents the full and entire Agreement among the Members with respect to the matters covered herein.

**Section 10.14 Execution; Warrantee**

The legislative bodies of the Member Agencies have each authorized execution of this Agreement, as evidenced by the respective signatures attested below. The persons signing below warrant for the benefit of the Member Agencies for which they do not sign that they have actual authority to bind their respective principals to this Agreement.

IN WITNESS WHEREOF, the Member Agencies have caused this Agreement to be executed as of the day and year first above-written.

**ADD SIGNATURE BLOCKS**

# **ENCLOSURE 3**

**AGENDA ITEM 7.a.1**

**MEMORANDUM**

September 3, 2020

**TO:** Reclamation District No. 2084  
**FROM:** MBK Engineers  
**SUBJECT:** **September 2020 Engineer's Report**

Trustees:

Described below are the items constituting the engineer's report to be discussed at your scheduled September 3, 2020 meeting.

**Subventions 2020-21** – Routine maintenance work, and expenses should be performed by the District leading up to the flood season. The Subventions eligible maintenance categories include vegetation/animal control, roadway maintenance, grading, erosion repair, survey/engineering, flood prep., seepage repair, access control, permitting costs, etc.

**Five-Year Plan** – We have started working on the five-year plan, nothing new to report.

**District Map** – GIS map package and KML alignment have been provided to the District.

**Station Markers Proposal**– We are prepping for installing station paddles this fall, prior to the flood season.

**Routine Maintenance Agreement / Streambed Alteration Agreement** – CDFW has moved their application process online, using a portal called EPIMS. This is a new process for everyone and requires public agencies to create an account (Username and password) that can then be shared to agents to create and submit applications and store progress as necessary. Timing of CDFW review and processing is uncertain, and there is an online payment option, but there is a 5% fee associated. We are working to complete this application submittal before Labor Day.

**Future Maintenance Activities** – Continue to monitor levee conditions for relative changes to roadway conditions, cracking locations along waterside slope, rodent activity and known seepage sites. A void and waterside failure of the levee at near station 290+00 will need to be repaired before the flood season. Several small erosion repairs, Station 210+00 and near 290+00 can also be repaired as minor maintenance items once the RMA or SAA is issued.

Summer/fall maintenance activities should include:

- 1) Vegetation control (herbicide application, mechanical clearing or livestock clearing, if applicable)
- 2) Additional anomaly excavations, as necessary. **Proposal being prepared**
- 3) Minor erosion repair at identified locations. **Proposal being prepared**
- 4) Additional all-weather road improvements, as necessary

Summer/fall rehabilitation activities to consider:

- 1) Raise north levee embankment to restricted height – consider construction of a waterside splash berm with ¾” Class II aggregate base rock along low-lying areas along the north levee to the restricted elevation to control unwanted overtopping during a high water event, to minimize flood fight activities during an event. **Proposal being prepared.**
- 2) Seepage remediation at north and south levee locations - TBD

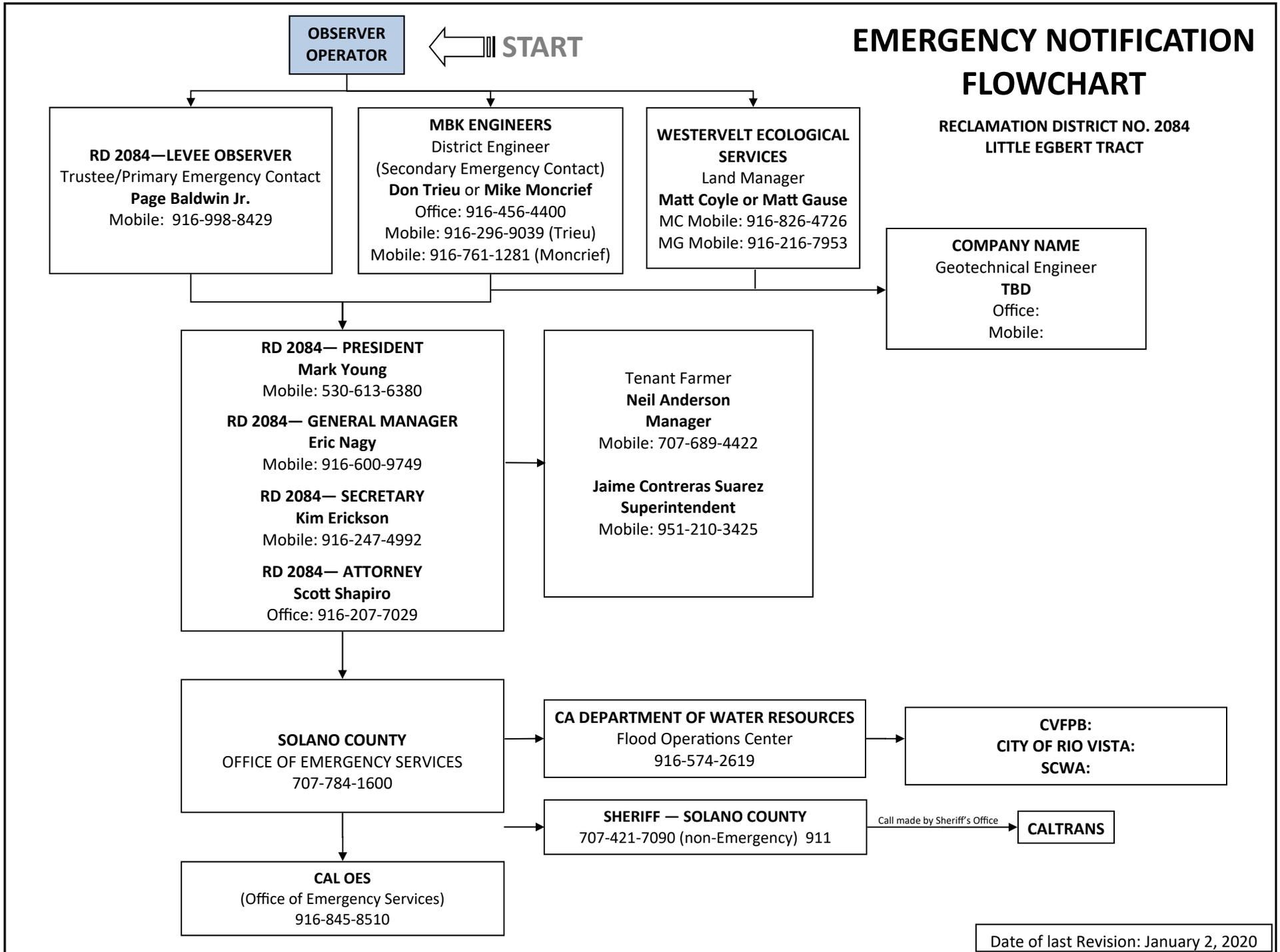
**Flood Fight Inventory – Pre Flood Season Coordination Planning** – Starting in October the District should be reviewing their Emergency Operations Plan and Flood Contingency Maps, and consider supplementing their inventory and stockpiling of materials for the pending flood season. Attached is a copy of your Emergency Operation Plan and previous emergency flowchart. Also attached is the flood fight inventory checklist and contact card from DWR for 2019-2020. Upcoming Pre-Flood coordination meetings will be held in October.

Thanks,

A handwritten signature in black ink, appearing to read "M. Z. [unclear]". The signature is written in a cursive style with a vertical line extending downwards from the end.

# EMERGENCY NOTIFICATION FLOWCHART

RECLAMATION DISTRICT NO. 2084  
LITTLE EGBERT TRACT



Date of last Revision: January 2, 2020

RECLAMTION DISTRICT NO 2084 – LOWER EGBERT TRACT

**FLOOD FIGHT SUPPLY INVENTORY**

Description/units	Recommended Minimum
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
Digital Camera, each	1

2019-2020 FLOOD EMERGENCY PHONE NUMBERS  
(916) AREA CODE UNLESS OTHERWISE NOTED  
CA DEPARTMENT OF WATER RESOURCES PERSONNEL  
- FOR OFFICIAL USE ONLY -

(continued)  
2019-2020 FLOOD EMERGENCY PHONE NUMBERS  
(916) AREA CODE UNLESS OTHERWISE NOTED  
CA DEPARTMENT OF WATER RESOURCES PERSONNEL  
- FOR OFFICIAL USE ONLY -

NAME	Alternate #	Office #	Cell/Fax #
State-Federal Fld Ops Center, Sacramento (24-hr)			574-2619
State-Federal Fld Ops Center, Sacramento (General Information)			800-952-5530
Eureka Flood Center, Eureka	707-445-6576		F 707-445-7860
North Coast Flood and River Information, Eureka (24-hr)			707-445-7855
<b>FLOOD OPERATIONS BRANCH</b>			
Elizabeth Bryson, Branch Chief		574-1358	531-0347
<b>STATE-FEDERAL FLOOD OPERATIONS</b>			
Vacant, Chief, FOC		574-2619	F 574-2798
Vacant, Chief, Reg Fld Preparedness			
Raul Barba, Chief, Statewide Fld Resp		574-1211	628-8413
Kristin Richmond	C 408-823-5976	574-2167	600-6708
Rick Burnett, Flood Fight Specialist, Part-time		574-1203	952-8477
Richard Willoughby, Flood Fight Specialist, Part-time		574-1249	870-8103
Cindy Matthews, NWS Representative	H 209-369-3316	574-2619	209-481-8911
<b>EUREKA FLOOD CENTER</b>			
Todd Flackus		707-445-6576	F 707-499-7677
<b>FLOOD PROJECT INSPECTION AND ASSESSMENT BRANCH</b>			
Vacant, Branch Chief			
Wade Wylie, Chief, Fld Proj Insp Sect A	C 412-4220	574-2353	531-3683
Michael Engelmann, Fld Proj Insp Sect B		574-1453	764-6501
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Zachary Jojola, Levee Inspector		574-0381	214-3532
Luz Dial, Levee Inspector		574-0448	708-8929
David Julian, Levee Inspector		574-1204	769-5385
Corey Fujitani, Levee Inspector		574-1206	204-3742
Alberto De Leon, Levee Inspector		574-1208	799-5307
Makar Sokol, Levee Inspector		574-1371	802-8293
David Chen, Levee Inspector		574-0314	
Sterling York, Flood Fight Specialist		574-2326	802-6060
<b>INCIDENT COMMAND TEAMS</b>			
Michal Koller, ICT 1 Commander	C 812-9756	653-2986	813-3794
Maks Khashchuk, ICT 2 Commander	C 629-4688	651-9231	213-4794
Paul Larson, ICT 3 Commander	C 217-6150	376-9663	716-9187
Eric McGrath, ICT 4 Commander	C 718-4348	574-2243	764-8385
Dave Wheeldon, ICT 5 Commander		574-1243	216-8663
Todd Hillaire, ICT 6 Commander	C 530-526-1951	530-529-7347	530-370-2663
<b>HYDROLOGY AND FLOOD OPERATIONS OFFICE</b>			
John Paasch, Chief	H 805-748-7762	574-2611	591-1844
Sudhakar Talanki, Hydrology Branch Chief		574-2612	207-7788
Jeremy Hill, Chief, Ops Support Branch		574-0353	628-7656
Sean DeGuzman, Chief, Snow Surv & Water Supply		574-2208	316-7057
Mike Anderson, State Climatologist		574-2830	530-219-4328
Maurice Roos, Chief Hydrologist, Part-time	H 421-5298	574-2625	
Vacant, State Meteorologist			
<b>CA DATA EXCHANGE TECHNOLOGY SERVICES</b>			
Help Desk		574-1777	
David Parker, Chief	C 212-3945	574-2630	
Duty Monitor			764-6450
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<b>FORECASTING SECTIONS</b>			
Cale Nasca, Chief, Reservoir Coord Ops		574-0710	
Mitch Russo, Chief, River Forecast		574-2617	524-5268
Duty Monitor, River Forecast			698-3269
<b>FLOOD MAINTENANCE OFFICE</b>			
Mitra Emami, Chief		574-2363	
Scott Deal, Chf, Enviro Support Branch	C 813-9539	574-0382	764-1113
Mark List, Chf, Fld Maint Support Branch		574-0319	764-7889
<b>SACRAMENTO MAINTENANCE YARD</b>			
Casey Lund, Superintendent	C 530-301-1770	375-6006	769-5387
Michael Salvador, Asst. Superintendent	375-6002	375-6000	296-0180
<b>SUTTER MAINTENANCE YARD</b>			
Joel Farias, Superintendent	H 530-673-5267	530-671-8902	530-755-6575
Jason Cooper, Asst. Superintendent	H 530-741-0228	530-671-8901	530-559-6186
<b>DIVISION OF FLOOD MANAGEMENT</b>			F 574-2767
Jeremy Arrich, Chief	396-9729	574-2550	698-3272
Michael Mierzwa, Chief, Fldplain Mgmt Ofc		879-2383	530-400-1395
LAN Support, Div of Tech Svc		653-8723	402-4001
<b>SECURITY AND EMERGENCY MANAGEMENT PROGRAM</b>			
Office	653-5466	653-4268	
Michael Day, Deputy Director		654-6135	541-8933
Randy Fessler, Supervising Engineer		653-8045	541-6026
<b>PUBLIC AFFAIRS OFFICE</b>			
Chris Orrock, Public Information Officer		480-5414	806-2455
<b>FLOOD PROJECT OFFICE</b>			
Todd Bernardy, Chief		574-1190	628-7691
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<b>DIVISION OF REGIONAL ASSISTANCE</b>			F 651-9290
Arthur Hinojosa, Division Chief	H 489-4278	653-4736	708-4961
<b>NORTHERN REGION OFFICE, Red Bluff</b>			
Curtis Anderson, Chief		530-529-7300	F 530-529-7322
Todd Hillaire, Flood Fight Coordinator	C 530-526-1951	530-529-7348	530-570-6315
<b>NORTH CENTRAL REGION OFFICE, Sacramento</b>			
Juan Escobar, Chief	384-8152	376-9600	F 376-9676
<b>SOUTH CENTRAL REGION OFFICE, Fresno</b>			
Kevin Faulkenberry, Chief		559-230-3300	559-285-3479
Steve Doe, Chief, Special Investigations		559-230-3348	559-281-4252
<b>SOUTHERN REGION OFFICE, Glendale</b>			
Vic Nguyen, Chief		818-500-1645	F 818-543-4604
Brian Moniz, Flood Fight Coordinator		818-549-2300	818-207-9487
		818-549-2325	818-359-7072
<b>DIVISION OF ENGINEERING</b>			
Jeanne Kuttel, Division Chief		653-3927	764-4205
Joe Royer, Chief, Geotechnical		651-7047	956-4407
Paul Strusinski, Chief, Construction		653-6432	803-5313
William M. Verigin, Jr., Chief, Contract Dev Section		657-3985	873-5593
Philip LeCocq, Asst. Chief		653-3923	803-8865
John Berringer, Chief, Sac Project HQ		952-9376	376-9902
Jamal Zumot, Chief, Civil Engineering		657-0069	477-1779

C=Cell, H=Home, F=Fax

California Department of Water Resources personnel continued on back

NAME	Alternate #	Office #	Cell/Fax #
<b>DIVISION OF OPERATIONS &amp; MAINTENANCE</b>			
Tio Zasso, Chief, SWP Ops		574-2769	715-1028
Molly White, Chief, Water Ops		574-2722	589-7873
POC Control Center (24-hr)	916-574-1960	574-2714	F 574-1785
<b>FIELD DIV AREA CONTROL CENTERS</b>			
Oroville Field Div	24-hr Emerg	530-534-2426	
San Luis Field Div		209-827-5300	F 209-827-9784
San Joaquin Field Div		661-858-5750	F 661-858-5741
Southern Field Div		661-944-8600	F 661-944-1790
Delta Field Div		209-833-2180	F 209-833-2049
<b>DIVISION OF SAFETY OF DAMS</b>			
Sharon Tapia, Chief		565-7800	382-6697
Shawn Jones, Assistant Chief		565-7802	216-8711
Andrew Mangney, Field Engr Branch Chf		565-7810	296-0189
Eric Holland, Office Engineer		565-7811	606-3872
Russell Bowlus, Northern Regional Engr		565-7813	834-2629
Melissa Colford, Central Regional Engr		565-7820	798-3184
Richard Draeger, Southern Regional Engr		565-7827	951-316-7678
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<b>OTHER STATE AND FEDERAL AGENCIES</b>			
<b>CALIFORNIA OFFICE OF EMERGENCY SERVICES</b>			
State Warning Center		845-8911	F 845-8910
<b>REGIONAL ADMINISTRATORS (contact Warning Center for emergencies)</b>			
Lee Dorey, Acting Administrator, Coastal Reg		845-8480	203-9175
Artis Souza, Deputy Administrator, Coastal Reg			591-1044
Thomas Graham, Regional Administrator, Inland Reg		657-9107	823-7360
Vacant, Deputy Administrator, Inland Reg			
Jeffrey Toney, Administrator, Southern Reg		562-795-2900	204-2512
Jim Acosta, Deputy Administrator, Southern Reg		562-795-2939	714-458-1271
Dan Weiss, Deputy Administrator, Southern Reg		562-795-2913	628-4564
<b>CAL-FIRE (24-hr)</b>			
Duty Chief (Statewide)		845-8680	
		327-3063	
<b>CENTRAL VALLEY FLOOD PROTECTION BOARD</b>			
Leslie Gallagher, Executive Officer		574-0291	709-0160
Michael Wright, Chief Engineer		574-0698	952-8453
Vacant, Chief, Operations Branch			
<b>CALIFORNIA CONSERVATION CORPS (CCC)</b>			
Emergency Branch (Statewide Coordination, 24-hr)		599-1415	
Melinda Allen, Emergency Manager		341-3103	
Ray Garcia, Emergency Analyst		341-3160	
<b>CALIFORNIA-NEVADA RIVER FORECASTING CENTER</b>			
Alan Haynes, Hydrologist in Charge		979-3056x322	202-9473
Art Henkel	H 530-756-4859	979-3056x323	530-220-4859
Pete Fickenscher		481-0517	979-3056x324
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Hydro Operations		979-3056x330	
HAS Operations		979-3056x340	
Answering Service		800-218-0858	
<b>NATIONAL WEATHER SERVICE FORECAST OFFICES</b>			
Cindy Matthews, Sr Service Hydrologist	H 209-369-3316	979-3045	209-481-8911
Michelle Mead, Warning Coord Meteorologist		979-3068	406-370-8882
Unlisted Public			
Eureka/North Coast	707-443-4162	707-443-6484	
Sacramento Valley	979-3049	979-3051	
Monterey/SF Bay Area/Central Coast	831-656-1717	831-656-1725	
Hanford/San Joaquin Valley	559-584-9505	559-584-3752	
Oxnard/LA Basin	805-988-6619	805-988-6610	
San Diego/Southern Coast/Coachella	858-675-8705	858-675-8700	
Medford, OR/Northeast, CA	541-773-1525	541-773-1067	
Reno, NV/Eastside Sierra, CA	775-673-8107	775-673-8100	
Las Vegas, NV/Mojave Desert, CA	702-263-9750	702-263-9744	
Phoenix, AZ/Southeastern, CA	602-275-7003	602-275-0073	
<b>U.S. BUREAU OF RECLAMATION</b>			
Central Valley Ops Control Center (24 hrs)	979-3003 or 3004/5	979-3002	F 979-3080
Vacant, Operations Manager			
Liz Kiteck, Water Operations		979-2684	502-6063
Jeff Hawk, Public Affairs Officer		978-5101	204-2348
<b>U.S. ARMY CORPS OF ENGINEERS</b>			
SACRAMENTO DISTRICT, Emerg Ops Ctr	452-1535	557-6911	F 557-7852
Nancy Allen, Chief, Public Affairs		557-5101	216-6868
Josh Jimerfield, PL 84-99 Program Mgr		557-6974	807-0026
Jessica Fischer, Chief, Emergency Management		557-6903	807-0028
Fold -----			
SAN FRANCISCO DISTRICT, Emerg Ops Ctr		415-503-2999	F 415-289-3005
Duke Roberts, Chief, Emerg Ops Ctr		415-289-3080	415-859-1679
LOS ANGELES DISTRICT, Emerg Ops Ctr		213-452-3440	F 213-452-4200
David Kingston, Chief, Emergency Management		213-452-3441	213-300-9964
<b>WATER MANAGEMENT SECTION</b>			
Jenny Fromm, Lead Water Manager		557-7139	397-2525
Joe Forbis, Chief, Water Management		557-7828	955-1937
Greg Kukalski, Chief, Hydrology and Hydraulics Branch		557-7255	601-9548
<b>U.S. GEOLOGICAL SURVEY</b>			
Louis Caldwell, Dep. Associate Director, HQ		619-225-6103	619-988-5805
Dianna Criley, Dep. Director Ops Chief, HQ		619-225-6150	619-507-9961
Vacant, Carson City Field			
Megan Poff, Henderson Field		702-564-4526	702-595-6837
Marsha Gipson, Northern Nevada Field		775-887-7626	
Scott Patterson, Poway Field		858-679-4015x11	619-742-1770
Tim Reed, Redding & Eureka Field		530-246-5282x1	530-524-9504
Dave Parker, Sacramento Field	C 215-0004	381-0207x310	F 381-0556
Anthony Guerriero, Santa Cruz Field		831-460-7494x2059	831-595-8759
Ed Parvin, Truckee Field		530-587-0910x1	530-414-3721
Andrew Watson, Ukiah Field		707-468-4042	707-245-2735

C=Cell, H=Home, F=Fax

Last Updated October 14, 2019

# **ENCLOSURE 4**

**AGENDA ITEM 7.a.2**



# RECLAMATION DISTRICT N<sup>o</sup> 2084

## Little Egbert

Emergency Operations Plan-Basic Plan

California Water Code Section 9650 Safety Plan



SOLANO COUNTY EMERGENCY RESPONSE & FLOOD  
PREPAREDNESS PROJECT

JANUARY 2017

This document was last updated on January 31, 2017.

Prepared by KJELDTSEN SINNOCK & NEUDECK, INC. for Reclamation District 2084 – Little Egbert funds awarded to Solano County under the California Department of Water Resources Flood Emergency Response Grant Program—Delta Phase I.

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



Kjeldsen, Sinnock & Neudeck, Inc.  
1355 Halyard Drive, Suite 100  
West Sacramento, California, 95691  
KSN by Phone:  
(209) 946-0268 | (916) 403-5900

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. 2084 – Little Egbert Tract in the event of a flood emergency, regardless of whether such procedures were or were not included in the Plan.

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## PLAN PROMULGATION

Date: \_\_\_\_\_

To whom it may concern:

This document and accompanying annex map, having been duly reviewed and approved by the Board of Trustees of Reclamation District 2084, Little Egbert (hereinafter referred to as RD2084), is hereby promulgated as the official emergency plan of the District. District personnel are hereby directed to use this plan as the basis for emergency response to flood events on RD2084 levees. This plan meets the safety plan requirements of Section 9650 of the California Water Code (AB156) and is compliant with the National Incident Management System (NIMS), Standardized Emergency Management System (SEMS), and National Response Framework.

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

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

Sincerely,

\_\_\_\_\_, President  
Board of Trustees, RD2084



## RECORD OF INITIAL DISTRIBUTION

Agency Name	Address	Date Provided
Reclamation District 2084	4196 Liberty Island Road Rio Vista, CA 94571	
Montezuma Fire Protection District	21 N. 4 <sup>th</sup> Street Rio Vista, CA 94571	
Department of Water Resources Flood Operations Branch	3310 El Camino Ave Sacramento, CA 95821	
California Office of Emergency Services	3650 Schriever Ave Mather, CA 95655	
Solano County Office of Emergency Services	530 Clay Street Fairfield, CA 94533	
Central Valley Flood Protection Board	3310 El Camino Ave. Rm 151 Sacramento, CA 95821	

## SECTION 1 - PLAN INTRODUCTION

### 1.1 Purpose

The purpose of the Reclamation District 2084 Flood Safety Plan is to ensure that District personnel can meet response objectives in a flood emergency as well as effectively interact with other jurisdictions performing emergency functions within and around RD2084 boundaries. This plan is intended to be used in conjunction with the Emergency Operations Plans (EOP) of the State of California and the Solano Operational Area (OA) 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.

### 1.2 Scope

The District, as an independent jurisdiction, has responsibility for the 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 District emergency responsibilities. The manner of interacting with other jurisdictions is described, but the operational plans of other jurisdictions with public safety responsibilities within the area protected by District levees are only referenced in this document.

This plan will cover in detail the following:

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

### 1.3 Plan Structure

This Flood Safety Plan is structured as a traditional functional EOP in accordance with Comprehensive Preparedness Guide (CPG) 101 v. 2.0 issued by the Federal Emergency Management Agency (FEMA). Consistent with that guidance, and a levee maintaining agency's (LMA) limited responsibilities and lack of internal departments, this EOP consists of this Basic Plan, containing general District response procedures, and one hazard-specific annex, Annex A, containing the District's detailed flood fight plan. This Annex A is in map format and is also referred to as the "flood contingency map" in reference and guidance documents.

## SECTION 2 - CONCEPT OF OPERATIONS

### 2.1 Situation Overview

Reclamation District 2084 (District) is located within Solano County in the North Delta, at the lower reach of the Yolo Bypass immediately north of Rio Vista. The District has restricted height levees on the west bank of Cache Slough to allow overtopping when flow in the Yolo Bypass exceed 490,000 cfs (per Sacramento River Flood Control Project design flows for the Yolo Bypass). The restricted height levee crown has an elevation of 12ft NGVD88 at the north end of the District and 7ft NAVD88 at the south end of the district. Based on these elevation, the restricted height levees are expected to overtop 20 to 30 hours after the Lisbon Gauge (CDEC ID – LIS) exceeds 19.6ft NAVD88. In the event of overtopping, District personnel will communicate, and coordinate to the extent possible, with RD536 – Egbert Island to protect the west levee of RD2084.

See Annex A of this RD2084 emergency operations plan for District jurisdictional boundaries, levees, pumping stations, supply depots, historical flooding summary, locations of past breaches and areas of historic seepage or erosion, topography, and characteristics of waterways fronting District levees.

For more information, refer to the Solano County Local Hazard Mitigation Plan for a flood risk assessment. See Annex A for District jurisdictional boundaries, levees, pumping stations, supply depots, historical flooding summary, locations of past breaches and areas of historic seepage or erosion, topography, and characteristics of waterways fronting District levees.

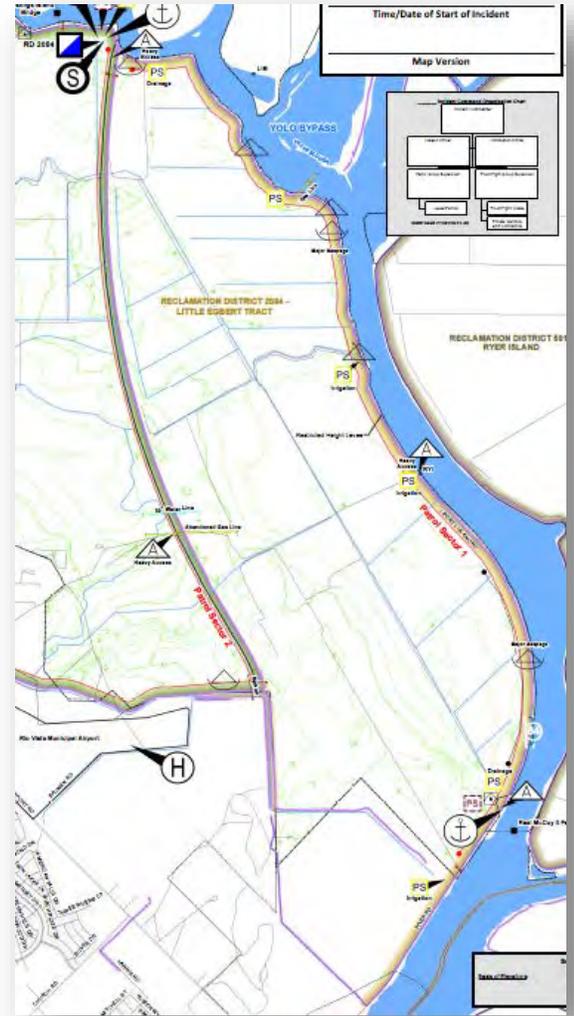


Figure 1 - RD 2084 Map

### 2.2. General Approach to Seasonal Flood Operations

District personnel 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 conducting flood fight activities. Section 3, Organization and Responsibilities, of this document describes District authorities and responsibilities for performing both routine and emergency activities.

#### 2.2.1 Routine Preparedness and Infrastructure Maintenance

District personnel perform the following routine flood preparedness actions.

1. Daily inspection of levees in accordance with the District Operations and Maintenance Manual
2. Inspect annually supplies or materials maintained by District for response
3. Perform seasonal vegetation control activities and rodent control activities
4. Respond to reports of leaking pipe penetrations and communicate problems to owners as needed
5. Conduct semi-annual joint inspections of levees with State inspectors
6. Conduct periodic joint inspections of levees with Federal inspectors

The District operations & maintenance program is available for review in separate documents.

### 2.2.2 *Monitoring and Analysis*

The District General Manager will monitor and analyze, throughout the flood season, the water conditions, elevations, and forecasts for waterways affecting RD2084 levees for the purpose of promptly identifying heightened threats to the integrity of its levee and drainage systems. The objective of this monitoring effort is to identify objective conditions that warrant additional actions beyond routine flood season preparedness activities.

The individual shown above is responsible for conducting this monitoring process to identify objective conditions for taking additional action beyond routine flood preparedness as described in **Section 2.2.3**. The District will use the following gauges and information sources in its monitoring effort.

#### **Primary Monitoring Gauges**

##### CDEC Gauges

- Sacramento River at Fremont Weir (CDEC Station ID – **FRE**)

<b>FRE</b> DWR Designation	<b>Elevation</b> <b>(NAVD88)</b> CDEC referenced Datum, Jan. 2017
Monitor	32.0 ft
Flood	39.5 ft
Danger	40.5 ft
<i>Top of Levee</i>	<i>44.0 ft</i>

- Yolo Bypass at Lisbon (CDEC Station ID – LIS)

LIS DWR Designation	Elevation (NGVD29)	Elevation (NAVD88) CDEC referenced Datum, Jan. 2017
Monitor	12.0 ft	13.0 ft
Flood	18.0 ft	19.0 ft
Danger	25.2 ft	26.2 ft

*\*The estimated travel time for the flood flows in the Yolo Bypass to travel from the Fremont Weir to the Lisbon (LIS) gauge is 36 hours.*

**Local Staff Gauges**

- Pump #3 at Paige’s House (gauge on concrete bunker)

**Secondary Monitoring Gauges and Information Sources**

California Data Exchange Center (CDEC) – River and Tide Forecast  
 National Weather Service California-Nevada River Forecast Center forecasts  
 Department of Water Resources Flood Operations Branch alerts  
 Local waterway conditions as monitored by District personnel

**Datum Conversion**

All elevations in this plan or displayed on the Annex A flood contingency maps will use the NAVD88 datum (North American Vertical Datum, 1988) to remain consistent with DWR funding requirements, USACE (US Army Corp of Engineers), FEMA (Federal Emergency Management Agency) and DWR flood modeling and mapping standards. Further discussions will be conducted with DWR to finalize flood safety plan datum standards.

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

For the purposes of this plan, datum conversions are provided from the sources listed below and are assumed to be correct:

***2.2.3 Alerting, Activation, and Initial Response***

Gauges and information sources previously identified will be monitored to detect the following objective conditions which will trigger the response actions shown below. These, and additional actions as needed, may be taken by District personnel at any time it is felt that conditions affecting the levees and drainage system warrant such action.

In addition to monitoring river stages, the following conditions should also be monitored since they could exacerbate the threat to levee integrity and/or prompt an increase in level of alertness. These conditions can include:

- Low tide reaches Monitor Stage (33.5) at Sac River at Fremont Wier (FRE) gauge and is forecast to rise;
- Low barometric pressure conditions that can cause tides to be higher than predicted;
- Spring tide conditions; and
- Rapid rise in water elevations around Island.

The following conditions and respective required actions are hereby established:

Table 2. Trigger Elevations and Response Action Triggers		
Condition	Action(s)	Action Taken? Yes/No If No, Explain
<b>THREAT TO LEVEE INTEGRITY</b>		
Identification, or verified report, of any out of the ordinary condition on the RD2084 levee system that presents a potential risk of levee failure	<ol style="list-style-type: none"> <li>1. District President/General Manager notifies <b>Board of Trustees and District Engineer</b>, and a Delegation of Authority Letter is issued confirming a RD2084 Incident Commander.</li> <li>2. RD2084 Incident Commander activates District personnel and arranges safety/staking and SEMS/NIMS review.</li> <li>3. RD2084 Incident Commander activates District response facilities and resources per Annex A and assigns response functions as needed in accordance with Incident Command System (ICS) protocols.</li> <li>4. RD2084 Incident Commander initiates action to prevent levee failure and restore levee condition.</li> <li>5. RD2084 Incident Commander contacts Solano County Office of Emergency Services.</li> <li>6. RD2084 Incident Commander notifies the State/Federal Flood Operations Center.</li> <li>7. RD 2084 considers executing Emergency Resolution (Attachment 4) or Notification of Emergency (Attachment 5), if not already done.</li> </ol>	

**LEVEL 1 – MONITOR STAGE**

<b>Condition</b>	<b>Action(s)</b>	<b>Action Taken? Yes/No If No, Explain</b>
<p><b>32 ft (NAVD88) at <u>FRE</u> at low tide AND forecast to rise –</b></p>	<ol style="list-style-type: none"> <li>1. District President/General Manager notifies Board of Trustees and District Engineer that Monitor Stage conditions have been reached at LIS</li> <li>2. A Delegation of Authority Letter is issued appointing or confirming District Incident Commander</li> <li>3. District President/General Manager activates District personnel and arranges safety/staking and SEMS/NIMS review.</li> <li>4. District President/General Manager initiates additional tidal patrols in accordance with District patrol plan; typically occur on a 24-hr schedule.</li> </ol>	

<b>LEVEL II – FLOOD STAGE</b>		
<b>Condition</b>	<b>Action(s)</b>	<b>Action Taken? Yes/No If No, Explain</b>
<p><b><u>39.5 ft (NAVD88) at FRE</u></b> at Low tide AND forecast to rise – Corresponds to elevation of <b>7ft above weir crest</b></p> <p>OR</p> <p><b><u>17.6 ft (NAVD88) at LIS</u></b></p>	<ol style="list-style-type: none"> <li>1. District President/General Manager notifies Board of Trustees and a Delegation of Authority Letter is issued appointing or confirming District Incident Commander, if not already</li> <li>2. RD2084 Incident Commander activates District response facilities and resources per Annex A and assigns response functions as needed in accordance with Incident Command System (ICS) protocols.</li> <li>3. District Patrol Group Supervisor initiates 24-hour continuous levee patrols in accordance with District patrol plan.</li> <li>4. RD 2084 considers executing Emergency Resolution (Attachment 4) or Notification of Emergency (Attachment 5), if not already.</li> <li>5. District Incident Commander contacts Solano County OES and provides emergency declaration.</li> </ol>	

### 2.3 Alert and Warning

The jurisdictions identified below have the responsibility for providing emergency response to the general public within RD2084 boundaries. The District will promptly notify these jurisdictions of identified concerns with their levees or internal drainage system in accordance with the Solano OA protocols and will provide detailed information on the characteristics of the threat.

- Solano County Office of Emergency Services (see contact card for #'s)
- Solano County Sheriff's Department (see contact card for #'s)
- Montezuma Fire Protection District (see contact card for #'s)

The District will coordinate operations with the above jurisdictions/agencies through the Solano County Sheriff's Department Field Command Post to manage the public safety operations within the District. District personnel will assist, to the extent possible, with public safety actions if requested. Response procedures for above public safety agencies will be found in agency emergency plans and Solano Operational Area plans and protocols.

## **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 in 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.

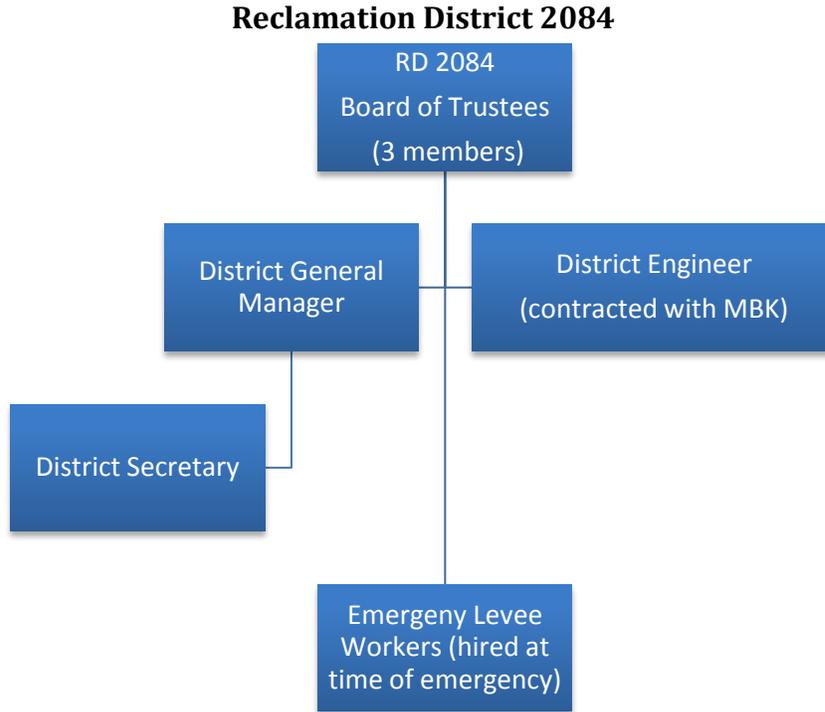
## **2.5 Federal and State Disaster Assistance**

The policy of RD2084 is to maintain mitigation and emergency plans and procedures, and the physical condition of its levees at the level required to be eligible for disaster assistance under the Federal Stafford Act and PL84-99 program and 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 designated the District General Manager or District Engineer or designee to maintain documentation during an emergency necessary for receipt of such assistance.

## SECTION 3 - ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

### 3.1 Organization

The District will use its staff, contractors, and personnel as shown below to perform its responsibilities in a flood emergency.



RD2084 establishes through approval of this plan the additional job description and function of “Emergency Levee Worker (ELW)” for the purpose of hiring of staff, acquisition of volunteers, or re-assignment of current District staff to support emergency operations. Emergency Levee Workers will work under the District Incident Commander, if appointed, or the District Superintendent. Emergency Levee Workers can be requested through the Solano OA when local resources have been depleted. Emergency Levee Workers in “volunteer” work status will be registered with the Solano County’s Disaster Service Worker Program if activated. Staff hired by District at time of emergency will be documented in the District’s payroll.

### 3.2 Assignment of Responsibilities

The Board of Trustees of RD2084 has made the following assignments of authority and responsibility to ensure that needed emergency actions can be taken promptly and efficiently.

#### 3.2.1 *Make Legal and Financial Commitments on behalf of District*

Normal purchasing and contract authorities remain in effect. Upon designation of a District Incident Commander in accordance with trigger conditions of Section 2.2.3, Resolution Template (Attachment 6) will be effective with those normal authorities.

***3.2.2 Represent District in Solano Operational Area or at Solano Sheriff Field Incident Command Post***

District President/General Manager  
RD2084 Incident Commander if appointed

***3.2.3 Provide Public Information***

District President/District Engineer

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

District President/General Manager

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

District President/General Manager

***3.2.6 Activate and Direct Volunteers and/or Other Personnel Acquired During Emergency Operations***

District President/General Manager or RD2084 Incident Commander when activated

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

District President/General Manager, District Engineer, or Assignee

## SECTION 4 - DIRECTION, CONTROL, AND COORDINATION

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

District personnel 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 available for command, coordination, and response are described in Sections 5 and 6.

District personnel will use the National Incident Management System (NIMS), and the Standardized Emergency Management System (SEMS), to organize their response activities. District personnel, contract personnel, and volunteers will comply with the procedures of any command and control structure established by Solano OA to which the District is assigned, the Solano OA or any other “as needed” command structure put in place by local officials for purposes of inter-agency coordination.

#### 4.1.1 Management and Policy

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

The District President will issue or confirm a Delegation of Authority letter (see Attachment 2) appointing a District Incident Commander upon reaching the trigger condition(s) indicated in Section 2.2.3.

#### 4.1.2 District Incident Command

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

#### RD2084 District Incident Commander Protocol

The Board of Trustees of RD2084 authorize, through the approval of this plan, the District President/General Manager to assume the position of District Incident Commander in accordance with the trigger conditions of Section 2.2.3. In that case, the District President will complete and distribute the modified Delegation of Authority Letter (Attachment 2) to Solano County OES.

#### 4.1.3 Incident Command Facilities

District Field Incident Command Post, upon activation, will be located at:  
**RD2084 Offices, 4196 Liberty Island Road, Rio Vista**

Other incident command facilities (e.g. staging areas, helispots) for District are as shown in Annex A.

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

The District President/General Manager or District Incident Commander 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. Solano Operational Area.

The following procedures will be followed to accomplish this function.

### **4.2.1 Solano County Inter-Jurisdictional Command and Coordination**

Solano County has an established system to facilitate coordination and mutual aid between levee maintaining agencies and supporting city/county/fire district, state, and federal agencies. This system includes establishment of one Solano Sheriff Incident Commands in the field. RD2084 will coordinate as needed with the assigned field public safety incident command and with the OA to coordinate the development and implementation of joint flood response incident action plans. Unified situation assessment, resources, and tactical planning of multi-agency flood fight activities will take place within the operational protocols of the Solano OA. 4.2.2 Operational Area (OA) Emergency Operations Center

The County of Solano maintains and hosts the operational area emergency operations center (EOC) 530 Clay St. Fairfield, CA. The operational area will prioritize allocation of resources including mutual aid, perform information sharing, and conduct coordination processes in accordance with the EOC procedures maintained by the Solano OES. The OA emergency operations center will communicate with reclamation districts through established Solano Sheriff field incident commands.

The OA Planning/Intelligence Section will provide disaster situational status information to participating jurisdictions upon activation in an emergency. RD2084 staff will participate in this disaster information sharing process. See relevant Solano OA plans and procedures.

The District will communicate with the Solano OA through cellular telephones or physical participation in OA meetings. In addition, the District Incident Commander will communicate with the Solano OA through the established EOP protocols.

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

The Department of Water Resources (DWR) provides flood alerts, forecasts, and current water conditions through the web-based California Data Exchange Center (CDEC) and through designated communications systems. DWR also has special authority under Water Code Section 128 to assist LMAs with flood fight operations. DWR maintains the State-Federal Flood

Operations Center (FOC) to perform these functions and support the operations of other State and Federal agencies and local agencies. The FOC will issue flood alerts as needed to LMAs.

The District will maintain communications with the FOC in order to receive and provide information with that facility and to request technical assistance. The District will communicate with the State-Federal Flood Operations Center through cellular telephones, internet email, or physical participation in the Solano OA where State and federal representatives are present.

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

Communication to the general public will also be coordinated, planned, and carried out through the Solano OA Joint Information Center (JIC). The District will assist with communication as requested through the OA. See relevant Solano OA plans and procedures.

The District will provide a Public Information Officer (PIO) as requested who will have authority to approve information releases. The District PIO, if appointed, will identify the location and schedule of the Joint Information Center (JIC) if established from the OA PIO 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 personnel, contractors, and other personnel working under District supervision
2. With other public agencies operating within RD2084
3. With neighboring Reclamation Districts
4. With the Solano OA Emergency Operations Center (EOC)
5. With the DWR Flood Operations Center (FOC)

### 5.2 Internal District Communications

The District staff and volunteers or emergency hires acquired by the District will communicate with each other through the use of cell phones, email, face to face contact or courier service.

### 5.3 Communications with Other Jurisdictions

Communications with neighboring levee maintaining agencies and with Solano County agencies will be by cellular phone, email, or courier service.

Solano County maintains a cache of radios for issuance as deemed appropriate to assist with maintaining inter-agency communications. District may request access to this cache as appropriate through its established protocols.

#### 5.3.1 Solano Operational Area EOC

Cellular telephones, internet email, and physical participation in management meetings.

#### 5.3.2 Department of Water Resources State-Federal Flood Operations Center

Cellular telephones, internet email

## SECTION 6 - LOGISTICS AND FINANCE/ADMINISTRATION

### 6.1 Mutual Aid

The District is a member of the California Master Mutual Aid Agreement by virtue of being located within Solano County, which is a signatory to that agreement. RD2084 will follow the processes outlined in those documents and the California Standardized Emergency Management System (SEMS) for requesting and providing mutual aid through protocols established by Solano OA. Requests for support outside of the established Mutual Aid systems, such as requests for technical assistance and services, flood fight crews, supplies and materials, and other flood fight resources will be made through the assigned Solano Sheriff field Incident Command in accordance with Solano OA protocols. See Solano OA plans and procedures for additional information.

### 6.2 Resources

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

### 6.3 Procurement

In the event of the issuance of a proclamation of local emergency by Solano County, or issuance of an emergency resolution by the District Board of Trustees, the following emergency procurement procedures will be followed by the District President or Incident Commander if appointed:

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

In the event of any emergency, the District, upon approval of the Board of Trustees, may negotiate and award a contract for the construction of work to prevent damage or repair damaged works without advertising for bids and expend any sum reasonably required in the emergency. If notice for bids to let contracts will not be given, the District shall comply with Chapter 2.5 (commencing with Section 22050).

### 6.4 Logistics Facilities

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

## 6.5 Finance and Administration

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

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

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

## **SECTION 7 - PLAN DEVELOPMENT AND MAINTENANCE**

### **7.1 Plan Development and Maintenance**

The District President/General Manager is responsible for overseeing the development of this Flood Safety Plan. The District President and District Superintendent will perform an annual review of this plan to determine the need for revisions or updates and issue authorized to approve routine updates and revisions.

The District governing body will approve this plan when initially completed and will formally review and re-approve the Emergency Operations Plan and Annex A at least every three years.

### **7.2 Training and Exercises**

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

All District elected officials, personnel, and volunteers who have emergency assignments or who could be assigned to the “emergency levee worker” job function will receive NIMS/SEMS training in accordance with the RD2084’s Emergency Operations Plan Training Policy shown in Attachment 1.

In addition, District personnel will also receive annual training on the following subjects.

- Reclamation District 2084 Flood Safety Plan (EOP – Basic Plan and Annex A)

Personnel who might provide flood fight assistance to District will receive the following training.

- DWR Flood Fight Methods

District personnel will participate in internal exercises and exercises sponsored by the Solano OA.

### **7.3 Plan Evaluation**

The District President will oversee the preparation of a written After-Action Report (AAR) after any emergency affecting District levees where a proclamation of local emergency was issued or an emergency resolution by the District Board. The District Board will review and approve the AAR which will briefly describe District operations, any response problems that arose, and damage sustained by the District levees and infrastructure. The AAR will also contain recommendations for improving flood emergency operations in the future. The District Board will provide direction to District staff as to the preparation of changes, additions, or revisions to the District’s flood safety plan.

## SECTION 8 – AUTHORITIES AND REFERENCES

### **Federal**

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

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

Comprehensive Preparedness Guidance (CPG) 101 v. 2.0

### **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**

Solano County Hazard Mitigation Plan

Solano County Emergency Operations Plan

## ATTACHMENT 1: EMERGENCY RESPONSE/TRAINING POLICY

### RD2084

#### Emergency Response and Training Policy

The Board of Trustees of Reclamation District 2084 hereby adopt the National Incident Management System (NIMS) for organizing emergency response activities. The Boards further establish the following emergency response and training policies compliant with that system and the Standardized Emergency Management System (SEMS).

##### **Emergency Response**

In an emergency, the District Board of Trustees is responsible for determining general response policy and performing financial oversight. The District President, or District Incident Commander if appointed, are responsible for organizing District response activities, supervising any hired or contract staff or private 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 re-assigning staff or recruiting volunteers at the time of the emergency for levee patrol and basic flood fight duties.

##### **National Incident Management System Training Guidance**

In regard to meeting national and State training requirements, the District will comply with the provisions of the National Incident Management System Training Program Manual, September 2011 and 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.

##### **District Training Requirements**

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

Members of the Board of Trustees shall complete the Solano County Minimum required training.

Staff hired or otherwise acquired to serve as Emergency Levee Workers at the time of an emergency who have not met training requirements shall complete an on-line Basic Emergency Levee Worker Course (ELW-1) that will include a summary and key elements of the SEMS Introduction, IS-100, IS-200, and IS-700 courses and Department of Water Resources levee monitoring and marking procedures and safety information for their emergency duties prior to

beginning work. In addition, such staff will receive tailgate safety briefings for specific, complex emergency work that they may be called upon to perform.

Individuals appointed as District Incident Commander and Deputy Incident Commander at the time of the emergency shall have completed, at a minimum, the [SEMS Introduction, ICS-100 Introduction to the Incident Command System, ICS-200 ICS for Single Resources and Initial Action Incidents, and IS-700 NIMS An Introduction] courses to meet Type 4 incident management requirements. The G606 SEMS/NIMS Combined Course may be substituted. If neither individual has completed those courses prior to this assignment, then both individuals will complete the Basic Emergency Levee Worker Course (ELW-1) to include the Incident Commander Module (ELW-IC) upon receipt of flood warning. The ELW-1 Course can be accessed via the following link: <http://musrflood.com/>

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

By: \_\_\_\_\_  
President, Reclamation District 2084

**ATTACHMENT 2: DELEGATION OF AUTHORITY LETTER**

**Reclamation District 2084**

**Delegation of Authority Letter**

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

complete management of the District \_\_\_\_\_ Incident to \_\_\_\_\_  
(Name of Incident)

\_\_\_\_\_ acting as District Incident Commander and Deputy  
(Name of Individuals if other than District Superintendent)

Incident Commander respectively.

**Instructions**

The Incident Commander is accountable to the Board of Trustees for the overall management of this incident including control of all District personnel and contractors. Incident commander will adhere to relevant and applicable laws, policies, and professional standards.

General considerations for management of the incident are:

- 1. Provide for safety of District staff.
- 2. Keep the Board informed of key actions, and the situation.
- 3. Comply with the District Flood Safety Plan and document conditions requiring its modification

Specific directions and clarifications of authority for this incident are:

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

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

### ATTACHMENT 3: DISTRICT FLOOD FIGHT SUPPLY INVENTORY

RD 536/2084 Flood Fight Supply Inventory May 11th, 2016			
Description	Quantity on Hand	Units	Total Inventory
Shovels	10	1	10
Hammers	10	1	10
Wire Cutters	10	1	10
Twine (box)	5	1	5
Wood Stakes	200	1	200
Woven Poly Sacks	250	1	250
Sandbags	500	1	500
20'x100' 10mm Black Polyethylene Sheeting	10	1	10

RD 536/2084  
FLOOD FIGHT  
STORAGE UNIT

<p><b>K S N</b> INC.  <b>KJELDEN SINNOCK NEUDECK</b>                  Civil Engineers and Land Surveyors                  711 N. Pershing Avenue                  Stockton, CA 95203                  209-945-0268                  1355 Halyard Drive, Suite 100                  West Sacramento, CA 95691                  916-403-5900                  www.ksninc.com</p>	<p><b>EGBERT AND LITTLE EGBERT</b>                  RD 536/2084 FLOOD FIGHT                  SUPPLY INVENTORY                  MAY 11, 2016</p>	<p>DRAWING SCALE</p> <p>ORIG. DRAWING SCALE</p> <p style="text-align: center;">0   ¼"   ½"</p>	<p>EXHIBIT NO.</p> <p style="font-size: 2em; font-weight: bold; text-align: center;">A</p> <p>PAGE NO.</p> <p style="text-align: center; font-size: 1.5em; font-weight: bold;">1</p>
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**ATTACHMENT 4: RESOLUTION TEMPLATE  
RESOLUTION OF THE BOARD OF TRUSTEES  
OF RECLAMATION DISTRICT NO. \_\_\_\_**

**RESOLUTION No. \_\_\_\_**

Upon special notice to and consent by the Trustees of Reclamation District No. \_\_\_\_, of the County of \_\_\_\_, State of California, an emergency meeting of the Board of Trustees was held at the district offices at **[LOCATION]** on **[DAY and DATE]** at **[TIME]**. The Board agrees 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 \_\_\_\_ 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, and high winds; and

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

WHEREAS, after consultation with the District staff and engineers after a visual assessment of the condition of the District levees on **[DATE(S) and TIME(S)]**, the District finds and declares on **[DATE]** that an emergency situation exists 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. \_\_\_\_, 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 district President, and/or staff 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 in accordance with the Grimes Basin Flood Safety Plan.

**CERTIFICATION**

I, \_\_\_\_\_, President and trustee for Reclamation District No. \_\_\_\_ (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 \_\_\_\_\_, California.

\_\_\_\_\_  
District No. \_\_\_\_ President

## ATTACHMENT 5: REGULATORY NOTIFICATION TEMPLATE



*Water Resources • Flood Control • Water Rights*

### EMERGENCY NOTIFICATION

**DATE:** DATE

**TO:** John Paasch, Chief: Flood Operations Branch: DWR Division of Flood Management  
Little Egbert

**FROM:** Gilbert Cosio, Jr., District Engineer: RD 2084

**SUBJECT:** Little Egbert: Emergency Notification  
Request for Regulatory Coordination Support

Mr. Paasch,

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

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

Regards,

---

Gilbert Cosio, Jr., District Engineer  
Little Egbert

MM/GC

4125/MEMO-STANDARD.DOCX

**ATTACHMENT 6: EMERGENCY AUTHORITIES RESOLUTION**

**RECLAMATION DISTRICT NO. 2084 DISTRICT**

**RESOLUTION No. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF  
RECLAMATION DISTRICT NO. 2084 SETTING PRIORITIES FOR  
DECISION MAKING AUTHORITY IN EVENT OF EMERGENCY**

WHEREAS, in the event any or all Trustees of the Reclamation District are not available, and an emergency action requires that authority be exercised, there is a need to establish a chain of command for such emergency decision making authority;

WHEREAS, pursuant to California Public Contract Code section 20926 and section 22050, Little Egbert may take action to negotiate and award a contract for construction of work to prevent damage or repair damaged works, and procure necessary equipment, services, and supplies, without advertising for bids and expend any sum reasonably required in an emergency; and

WHEREAS, such action either requires a 2/3 vote of the Board of Trustees, and/or such authority may be delegated to an appropriate person or persons;

WHEREAS, the Board of Trustees desires to delegate such authority as set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 2084 AS FOLLOWS:

1. In the unavailability either in person or telephone of a majority of the Board of Trustees, emergency decision-making authority relative to emergencies may be exercised by the following persons in the order of priority listed.

- a. District General Manager;
- b. District President;
- c. Any Single Trustee;
- d. Engineers for the District, who are presently MBK Engineers.

Name \_\_\_\_\_  
Day Phone: ( )  
Mobile Phone: ( )  
Home Phone: ( )

2. Such emergency decision-making authority includes the following powers:
  - a. In case of emergency, the person designated above as the emergency decision-maker may negotiate and award a contract for construction of work to prevent damage or repair damaged works, and procure necessary equipment, services, and supplies, and take any directly related and immediate action required by that emergency, without advertising for bids, and expend any sum reasonably necessary to cure the emergency.
  - b. The emergency decision-maker shall, if practicable, informally solicit bids or request for proposals to seek to obtain the best terms possible, including the lowest price term, given the urgent circumstances of the emergency, and, promptly after the emergency ends, shall document the circumstances of the emergency and the bid or proposal accepted.
  - c. The emergency decision-maker shall report to the Board of Trustees the reasons justifying why the emergency did not permit a delay resulting from a competitive solicitation for bids and why the action was necessary to respond to the emergency. Such report shall be made at the next regular meeting of the District, if such meeting occurs within 14 days of the emergency, or if no such meeting will occur within 14 days, the decision-maker shall call a special meeting of the Board of Trustees within 7 days after the emergency, and make such report at that time, and, for this purpose only, shall have the power to call such meeting.
3. For the purpose of this Resolution, “emergency” is defined as an imminent threat to public health, safety, or welfare or an imminent threat to the flood control or drainage facilities of Reclamation District 2084, or an imminent threat of flooding of Reclamation District 2084, and action is necessary to respond to such threat, and the imminence of such is that it will not permit a delay resulting from a competitive solicitation of bids.
4. All previous resolutions relating to the subject of this resolution are repealed.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote, TO WIT:

AYES:

NOES:

ABSENT:

ABSTENTION:

RECLAMATION DISTRICT NO. 2084

By: \_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

**ATTACHMENT 7: SAMPLE DISTRICT CONTRACT**

RD2084  
Little Egbert

Emergency Repair Project  
Solano County

Contract No. 2084-##-##-##  
FORM "A-3"

**CONTRACT FORM**

This agreement, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, YEAR, by and between Reclamation District No. 20184, 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. 2084-##-##-##  
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. X and its board of trustees, officers, agents and employees; and the State of California, and all of its agencies, departments, officers, agents and employees."

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

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

Contract No. 2084-##-##-##  
FORM "A-3"

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

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

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

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

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

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

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

CONTRACTOR further agrees as regards, (a) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment, (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages, and (c) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and Municipal taxes and contributions that CONTRACTOR will keep and have available all necessary records and make all payments, reports, collections, deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal laws, ordinances, regulations, and requirements in regard to any and all said matters insofar as they affect or involve the CONTRACTOR's performance of this Contract, all so as to fully relieve INDEMNIFIED PARTIES from and protect it against any and all responsibility or liability therefore or in regard thereto.

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

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

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

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

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

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

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

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

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

CONTRACTOR certifies that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that he will

Contract No. 2084-##-##-##  
FORM "A-3"

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

Little Egbert

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

# **ENCLOSURE 5**

**AGENDA ITEM 7.a.3**

