



*Yuba County, California*



**BOARD MEETING AGENDA**

**Reclamation District 784  
1594 Broadway Street  
Arboga, CA 95961-8821**

**Meeting Description:**

**Reclamation District No. 784 Board of Trustee's Board Meeting**

**Date: October 4, 2022 Time: 10:00 a.m. Location: Reclamation District 784 Office**

**This Meeting Will Be Accessible To The Public In Person or Via Zoom Meeting**

Join Zoom Meeting (Copy and paste link into search field of an internet browser)

<https://us02web.zoom.us/j/81038854262?pwd=OTQwRDRvdFI5akVwcEdRK3RLSUJCUT09>

Meeting ID: 810 3885 4262

Passcode: 7842020

To participate via the audio only teleconference, dial into the meeting by calling:

1-253-215-8782 US

OR

1-301-715-8592 US

Enter Meeting ID: 810 3885 4262

Enter Passcode: 7842020 (You may be prompted to enter this twice)

**1. Call to Order:** Welcome to the Reclamation District 784 Board of Trustees Meeting.

**Roll Call:** Rick Brown – RD784 Board President, David Read – RD784 Board Vice President, Joe Danna – RD784 Trustee, Sarbdeep Atwal – RD784 Trustee, Jared Hastey – RD784 Trustee, Kimberly Ford – RD784 Deputy Secretary of the Board, Patrick Meagher – RD784 Secretary of the Board, Jess McLaughlin – RD784 Field Superintendent, Sean Minard – RD784 Engineer, and Jesse Barton - RD784 Attorney.

**2. Open Session:**

**3. Public Communication:** Any person may speak on any topic provided it is within the jurisdiction of the Reclamation District 784. If a person wishes to speak on any agenda item in particular, that person may speak now, or if that person wishes to withhold comment until Board consideration of the item, please inform the Board at this time what agenda item the speaker wishes to address, and the Board will solicit additional comment when that agenda item is called. The time allotted for receiving public comment will be limited to no more than five minutes per each individual or group.

**Consent Items**

4. <i>Approve Meeting Minutes –</i>
5. <i>Approve Checks and Warrants –</i>
6. <i>Board to Consider Adopting Resolution 2022-10-01 for Accepting 0.05 Acres of Land from TRLIA Near the Island Road Detention Basin and Authorizing the Execution of the Grant Deed –</i>
7. <i>Board to Consider Adopting Resolution 2022-10-02 to Accept DWR 2022-2023 FMAP Funds –</i>
<i>Discussion Items</i>
8. <i>Board to Consider Granting Authority to the General Manager to Accept the Transfer of Real Property Rights from TRLIA for Multiple Parcels –</i>
9. <i>Board to Consider Endorsing the CVFPB Permit for the Hallwood Phase 4 Side Channel and Floodplain Restoration Project –</i>
10. <i>Board to Consider Entering into an MOU Between the District and the Linda County Water District to Allow Emergency and Nonemergency Access to the LCWWTP –</i>
11. <i>Board to Review the RD784 Emergency Operations Flood Safety Plan –</i>
12. <i>Board to Receive the Monthly Budget Snapshot –</i>
13. <i>Field Manager’s Report –</i>
14. <i>Administrative Assistant’s Report –</i>
15. <i>General Manager’s Report –</i>
16. <i>Adjournment –</i>
<i>The complete Board Agenda Meeting Material is available at the Reclamation District 784 Office, located at 1594 Broadway, Arboga, CA 95961. Any disclosable public record related to an open session item on the agenda and has been distributed to all or a majority of the Board Members less than 72 hours prior to the meeting and is available for public inspection during normal business hours.</i>
<i>If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Office Manager of the Reclamation District 784 at (530) 742-0520 or fax (530) 742-3021. All requests should be made at least 24 hours prior to the start of the meeting. This follows compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof.</i>

Reclamation District 784  
Regular Board Meeting Agenda Briefing  
October 4, 2022

**This Meeting Will Be Accessible To The Public In Person or Via Zoom Meeting**

Join Zoom Meeting (Copy and paste link into search field of an internet browser)

<https://us02web.zoom.us/j/81038854262?pwd=OTQwRDRvdFI5akVwcEdRK3RLSUJCUT09>

Meeting ID: 810 3885 4262

Passcode: 7842020

1. Call to Order:
2. Open Session:
3. Public Comment:

Consent Items:

4. Approve Minutes:
5. Approve Checks and Warrants:
6. Board to Consider Adopting Resolution 2022-10-01 for Accepting 0.05 Acres of Land From TRLIA Near the Island Rd. Detention Basin and Authorizing the Execution of the Grant Deed: The strip of land shown on exhibit B of the grant deed is located in-between the west side of the Island Rd. Detention Basin and the landside toe of Levee Unit 2A. The land transfer is part of TRLIA/DWR closeout obligations.
7. Board to Consider Adopting Resolution 2022-10-02 to Accept DWR 2022-23 FMAP Funds: The 2022-23 Flood Maintenance Assistance Program will fund various levee maintenance activities and projects throughout the District. The District is eligible to receive \$734,000 for this next round of funding.

Discussion Items:

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8. Board to Consider Granting Authority to the General Manager to Accept the Transfer of Real Property Rights from TRLIA for Multiple Parcels: TRLIA/DWR project closeout obligations include the transfers of real property rights acquired by TRLIA related to multiple agencies including RD784. The transfers will include (but may not be limited to): the Cal Trans detention basin, easement transfer near Shoei Foods, unit 8 north and south detention basins, and detention basins adjacent to the Goldfields 200-yr. levee. Staff is seeking authorization to execute all real property

transfer documents as they become available contingent upon review and approval by the District engineer and counsel.

9. Board to Consider Endorsing the CVFPB permit for the Hallwood Phase 4 Side Channel and Floodplain Restoration Project: YWA has partnered with the USFWS and Teichert to implement the Hallwood Side Channel Project which is designed to restore and enhance ecosystem processes in the lower Yuba River. Construction of phases 1 and 2 are complete. Phase 3 implementation is underway during 2022-23, and phase 4 implementation is scheduled for 2023. YWA and the USFWS are requesting RD784 to endorse the encroachment permit application for Phase 4. Staff is requesting authorization to endorse the permit contingent upon review and approval by MHM. (See Handout)
  
10. Board to Consider Entering into an MOU Between the District and the Linda County Water District to Allow Emergency and Nonemergency Access to the LCWWTP: When the USACE inspected the urban levee in 2019, the inspection report noted the cyclone fence between the levee and the Linda County Waste-Water Treatment Plant as "N/A" but noted that the District has a verbal agreement with LCWD to allow access through the cyclone fence or gates as necessary for O&M or emergency needs. The USACE has advised staff that the verbal agreement is not acceptable and recommended that the District enter into a written agreement in writing prior to the next inspection to resolve this issue. (See Handout)
  
11. Board to Review the RD784 Emergency Operations Flood Safety Plan: The RD784 Emergency Operations Flood Safety Plan was adopted by the Board on September 5, 2017 and is due for review by the Board every 3 years. The plan was prepared by KSN, Inc. for RD784 with funds awarded to Yuba County under the California Department of Water Resources Flood Emergency Response Grant Program. In 2020, under the same grant, the District was given the opportunity to work with KSN and Yuba County OES on an updated plan and the process is still ongoing. The updated plan will be brought to the Board for adoption once completed. In the meantime, staff recommends acknowledging the current plan is being reviewed. (See Handout)
  
12. Board to Receive the Budget Snapshot:

**WHEN RECORDED RETURN TO:**

**Reclamation District 784**

1594 Broadway Steet  
Arboga, CA 95961

**NO FEE DOCUMENT**

Per Government Code 6103  
R&T 11922, Government agency acquiring title

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Project: TRLIA Phase 4 Seg 3 Project  
APN: 020-330-007 (a portion)

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, property owner, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a joint powers authority composed of Yuba County and Reclamation District 784, hereby grants to the RECLAMATION DISTRICT NO. 784, a public agency, all that real property, or interest therein, in the Unincorporated Area, County of Yuba, State of California, described in Exhibits "A" and "B", attached hereto and made a part hereof.

Dated: \_\_\_\_\_

Grantor: Three Rivers Levee Improvement Authority

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

Kevin Mallen  
Executive Director

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# Exhibit "A"

## Exhibit 'A'

All that real property situated in the County of Yuba, State of California, being a portion of the property conveyed by deed to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, recorded in Document No. 2017-001719 in the Official Records of said County, situated in the Northeast Quarter of Section 36, Township 15 North, Range 3 East of the Mount Diablo Base and Meridian, being more particularly described as follows:

Commencing at the intersection of the North line of that certain parcel conveyed to the State of California, recorded in Document No. 93-03209, Official Records and the landward toe of a levee and easement to Reclamation District 784, recorded in Book 61, Page 170, Official Records, said point being also the Southwest corner of that certain parcel of land described in the deed to Reclamation District Number 784, hereinafter referred to as "RD784" property, dated May 9, 2007 and recorded in Document No. 2008-008120, Official Records and from which a 4" concrete monument at the Northwest corner of Lot 9, Block 36 as shown on the plat of Farm Land Colony No. 1 recorded in the office of the County Recorder of Yuba County in Book 1 of Maps, Page 23 bears South 07°41'14" East, 1913.54 feet and from which a 5/8" rebar stamped RCE 16000 at the Northwest corner of Parcel 2 as shown on that certain Parcel Map recorded in the office of the County Recorder of Yuba County in Book 61 of Maps, Page 2 bears North 03°29'31" West, 3384.83 feet; thence along the toe of said levee the following two (2) courses:

1. North 26°23'56" East 427.00 feet; thence
2. North 65°53'59" East 26.59 feet to the Point of Beginning, being also the Northeast corner of said "RD784" property; thence

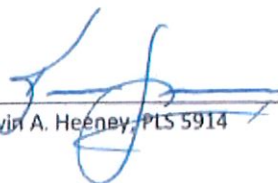
continuing along the toe of said levee, North 65°53'59" East, 50.84 feet to a point on the Westerly line of that certain parcel of land conveyed to Reclamation District Number 784 by deed dated March 3, 1978 and recorded in Book 672, Page 143, Official Records of Yuba County; thence along said Westerly line, South 17°46'33" East, 428.51 feet to an angle point in said Westerly line; thence continuing along said Westerly line, North 89°07'00" West, 27.17 feet to an angle point in said Westerly line and the Northeast corner of said State of California parcel; thence along the North line of said State of California parcel, North 89°07'00" West, 27.56 feet to the Southeast corner of said "RD784" property; thence along the Easterly line of said "RD784" property, North 17°31'00" West, 407.01 feet to the Point of Beginning, containing 0.494 acres, more or less.

See Exhibit B attached hereto and made a part of this description.

End of Description

The Basis of Bearings for this description is the California Coordinate System, CCS83 (2007.00), Zone 2, based on observations between NGS Stations Rio Oso, Algodon and HPGN D CA 03 GH. Distances contained herein are ground distances. Multiply the ground distances by 0.99991703 to obtain grid distances.

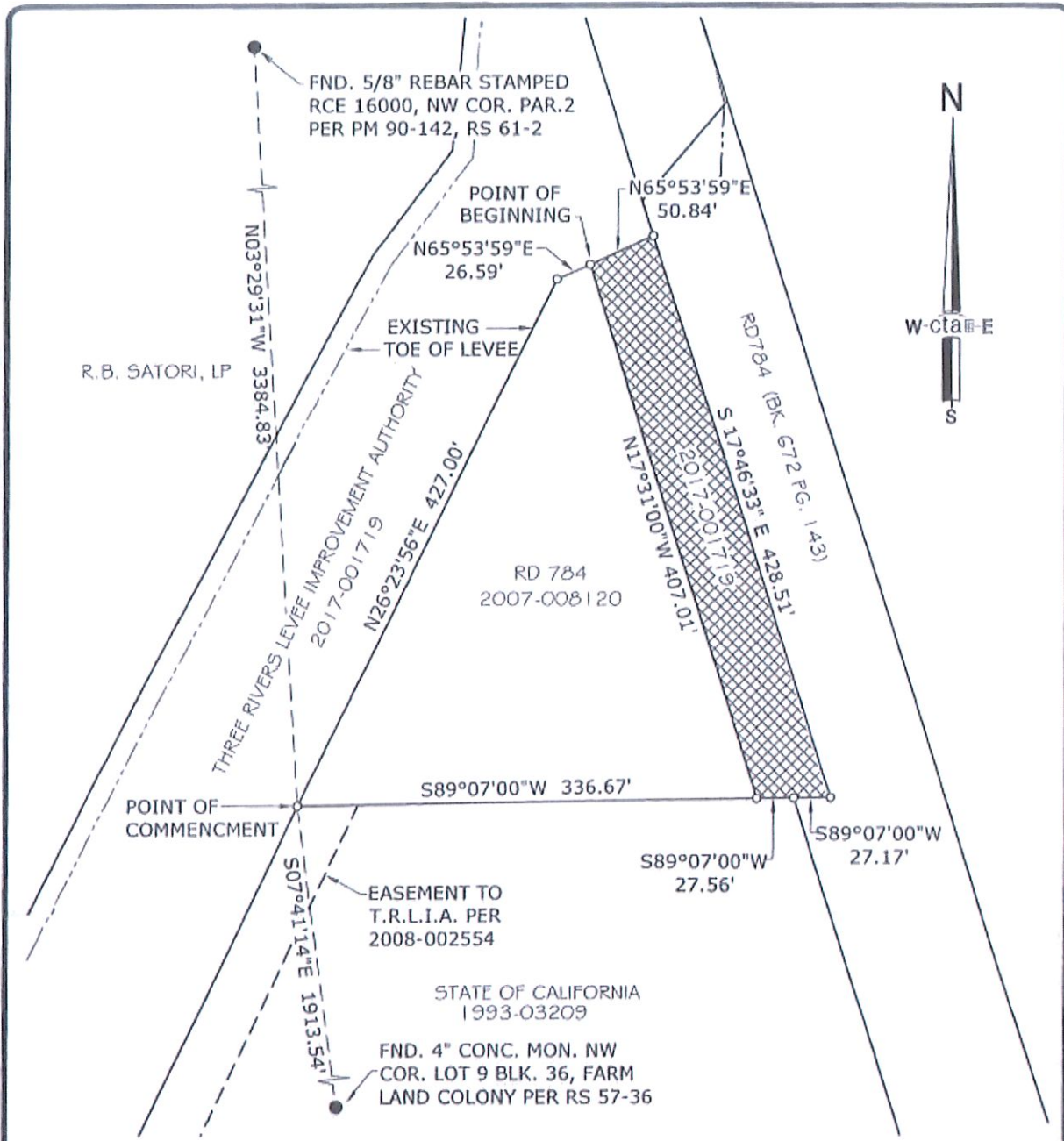
Prepared by CTA Engineering & Surveying under the supervision of the undersigned

  
Kevin A. Heeney, PLS 5914



02/09/2022  
Date

Exhibit "B"



DATE: 08/09/2022

EXHIBIT 'B'  
 AREA: 0.494 Ac.  
 A.P.N. Portion of 020-330-007  
 OWNER: Three Rivers Levee Improvement Authority

**cta** Engineering & Surveying  
 Civil Engineering • Land Surveying • Land Planning

DATE: 08/09/2022 DRAWN BY: KAH SHEET 1 OF 1  
 SCALE: 1"=100' JOB NO. 06-008-005

Proposed Transfer to  
**Reclamation District 784**  
 A Portion of the Northeast One-quarter of Section 36, T. 15 N., R. 3 E., M.D.M.  
 COUNTY OF YUBA STATE OF CALIFORNIA



6

**BEFORE THE BOARD OF TRUSTEES  
OF RECLAMATION DISTRICT 784  
Resolution No. 2022 – 10- 01**

**Resolution of Acceptance of Approximately One-Half (0.5) Acre**

WHEREAS, Reclamation District 784 (the “District”) is a California reclamation district organized and existing pursuant to Water Code Sections 50000 et seq.; and,

WHEREAS, Water Code Section 50930 authorizes the District to acquire, by purchase, condemnation, gift, lease or other legal means, such real or personal property as is needed for the purposes of the District; and,

WHEREAS, Government Code Section 27281 requires that public agencies accepting an interest in real property consent to the conveyance by executing a certificate or resolution of acceptance.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Trustees of Reclamation District 784 as follows:

1. The Board authorizes its President, Rick Brown, to execute any and all agreements necessary to accept approximately one-half (0.5) acre of land from Three Rivers Levee Improvement Authority (TRLIA) within Yuba County, lying within portions of, the Northeast One-quarter of Section 36, Township 15 North, Range 3 East, M.D.M., Yuba County Records, as described in the attached.
2. The Board certifies that the real property conveyed by TRLIA to Reclamation District 784, a public agency of the State of California, is hereby accepted by the order of the Board of Trustees of Reclamation District 784 and the grantee hereby consents to the recordation thereof by its duly authorized officer.

AYES: Directors:

NOES: Directors:

ABSENT: Directors:

ABSTAIN: Directors:

By \_\_\_\_\_  
Rick Brown  
President, Reclamation District 784

\* \* \* \* \*

I hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board of Trustees of Reclamation District 784 at a meeting held on \_\_\_\_\_, 2022, and that this Resolution has not been revoked and is now in full force and effect.

\_\_\_\_\_  
District’s Secretary

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

**FUNDING AGREEMENT BETWEEN  
THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)  
AND  
RECLAMATION DISTRICT 784**

2023-FMAP-RD784-01

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Reclamation District 784, a local flood maintaining agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Budget Act of 2022 to Funding Recipient to assist in financing operations and maintenance activities as set forth in Exhibit A (Project).
2. TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final plus three (3) years unless otherwise terminated or amended as provided in this Agreement. The work window covered by this Agreement begins January 1, 2023 and ends December 31, 2023. Invoices for this work shall be submitted no later than April 30, 2024.
3. FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$ 734,000.
4. BASIC CONDITIONS. State shall have no obligation to disburse money under this Funding Agreement until Funding Recipient has satisfied the following conditions:
  - A. Funding Recipient provides sufficient record for operations and maintenance activities and actual expenditures, as stated in their submittal package.
  - B. Funding Recipient submits a new Operations, Maintenance, Repair, Rehabilitation, and Replacement (OMRR&R) Assurance Agreement executed with the Central Valley Flood Protection Board for the Funding Recipient's entire jurisdiction.
  - C. For the term of this Funding Agreement, Funding Recipient submits timely Quarterly Progress Reports as required by Paragraph 10, "Submission of Reports."
  - D. Funding Recipient submits all deliverables as specified in Paragraph 10 of this Funding Agreement and in Exhibit A.
  - E. Prior to the commencement of implementation activities, for work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
    - i. Funding Recipient submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
    - ii. Documents that satisfy the CEQA process are received by the State,
    - iii. State has completed its CEQA compliance review as a Responsible Agency, and
    - iv. Funding Recipient receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Funding Recipient must also demonstrate that it has complied with all applicable requirements of the National

**Exhibit E**  
**RESOLUTION ACCEPTING FUNDS**

Resolution No. 2022-10-02

Resolved by the Board of Trustees  
of the Reclamation District 784  
that pursuant and subject to all applicable State and Federal laws, including the California Budget Act of  
2022, that the funds awarded to Reclamation District 784 by the  
California Department of Water Resources for a State-Federal Flood Control System Modification Program  
project titled: 2023-FMAP-RD784-01 are hereby accepted.

The Board President of the Reclamation District 784  
is hereby authorized and directed to sign a Funding Agreement with the California Department of Water  
Resources and to sign requests for disbursements to be made under this Funding Agreement.

Passed and adopted at a regular meeting of the Board of Trustees of the  
Reclamation District 784 on \_\_\_\_\_.

Authorized Signature \_\_\_\_\_

Printed Name Rick Brown

Title Board President

Clerk/Secretary \_\_\_\_\_

APPLICATION FOR A CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMIT

Application No. \_\_\_\_\_ (For Office Use Only)

1. Description of proposed work being specific to include all items that will be covered under the issued permit. A description of the Project is provided in Exhibit A.

2. Project Location: Yuba County, in Section S2, S1, S35, S36, and S31 Township: T15N and T16N (N) (S), Range: R4E and R5E (E) (W), M. D. B. & M. Latitude: 39° 11.86' N Longitude: 121° 28.4' W Stream: Yuba River (RM 8.5~11), Levee: n/a Designated Floodway: Yuba River - Area "A" APN: see Exhibit A (Fig 1)

3. United States Fish and Wildlife Service - AFRP of 850 S. Guild Avenue, Suite 105 Name of Applicant / Land Owner Address Lodi City California State 95240 Zip Code (209) 649-0898 Telephone Number paul\_cadrett@fws.gov E-mail

4. Chris Hammersmark of cbec inc. ecoengineering Name of Applicant's Representative Company West Sacramento City California State 95691 Zip Code 916-231-6052 Telephone Number c.hammersmark@cbecoeng.com E-mail

5. Endorsement of the proposed project from the Local Maintaining Agency (LMA):

We, the Trustees of \_\_\_\_\_ approve this plan, subject to the following conditions: Name of LMA

- Conditions listed on back of this form Conditions Attached No Conditions

Trustee Date Trustee Date Trustee Date Trustee Date



## CVFPB Form 3615 Exhibit A

### Hallwood Side Channel and Floodplain Restoration Project Description – Phase 4

The Hallwood Side Channel and Floodplain Restoration Project (also referred to previously as "Daguerre Alley") is designed to restore and enhance ecosystem processes with a primary focus on enhancing productive juvenile salmonid rearing habitat to increase the natural production of fall-run and spring-run Chinook salmon (*Oncorhynchus tshawytscha*) and Central Valley steelhead (*O. mykiss*) in the lower Yuba River. Planning, permitting, design, and monitoring was initially funded by Central Valley Project Improvement Authority (CVPIA) grants from the U.S. Fish and Wildlife Service's Anadromous Fish Restoration Program (USFWS AFRP). The Project will directly address the doubling goal of the AFRP and test hypotheses regarding a variety of habitat enhancement techniques and subsequent utilization of juvenile salmonids and non-native predatory fish species in floodplain and off-channel habitats.

The Project is located on private lands owned by Teichert Materials, on the north bank of the Yuba River just downstream of Daguerre Point Dam and approximately 8 miles upstream of Marysville, near the community of Hallwood in an area known as the Yuba Goldfields (39°12.329' N, 121°27.124' W). Within the Project Area the Yuba River is laterally constrained by tall linear cobble embankments called training walls constructed in the early 1900's by hydraulic dredges, with a large linear cobble embankment (Middle Training Wall) located in the middle of the flood corridor running over 2 miles along the length of the project. These training walls are within the highly modified Yuba Goldfields setting where hundreds of millions of cubic yards of hydraulic mining sediment was deposited in the Lower Yuba River between 1849 and the early 1900's and subsequently dredged multiple times.

The Project will be phased over at least 4 years depending on the availability of future implementation funding and the current level of demand for aggregate; and will rehabilitate or enhance up to 157 acres of seasonally inundated riparian floodplain, approximately 1.7 miles of perennial side channel, and approximately 6.1 miles of seasonally inundated side channels, alcoves, and swales.

Planned habitat enhancement actions include topographic modification, riparian planting, and installation of large wood structures at key locations along perennial or seasonal side channels. Topographic modifications include the removal of large portions of the Middle Training Wall, lowering of floodplain elevations, and the enhancement or creation of a network of perennially and seasonally inundated side channels to increase the frequency and duration of inundation. Riparian planting will be conducted in some areas, while natural recruitment will be relied upon in other areas, once conditions to support recruitment have been enhanced. Existing riparian vegetation stands will be preserved as much as possible. Wood structures will provide a variety of geomorphic functions including both scour protection and enhancement for channel maintenance, sediment deposition to aid natural riparian vegetation recruitment, as well as habitat functions including structural cover and velocity refugia in the perennial and seasonally inundated side channels.

Aggregate removal will be conducted by Teichert Materials, delivering it to Teichert's Hallwood Plant adjacent to the Project Area using heavy equipment and a conveyor system temporarily entering the

floodplain. The fine scale grading work yielding final grade for channels and floodplains will be conducted by a construction contractor. Riparian planting will be conducted using a "stinger," a specialized planting device mounted on a backhoe or excavator, to install cottonwood and willow pole cuttings conducted by a contractor determined through a competitive bid process. This planting method has been used successfully in the Yuba River for a riparian restoration project lead by South Yuba River Citizens League on Hammon Bar as well as other Californian rivers.

Most work would be conducted on dry floodplain areas. Any excavation adjacent to the main Yuba River channel (e.g., to connect a side channel) or to enhance an existing wetted side channel would be conducted during an appropriate summer work window from mid-July to late-October, and the area would be surveyed in advance to ensure sensitive species and species listed under the Endangered Species Act (ESA) are not present. Additional measures to avoid or minimize environmental impacts would include avoiding driving heavy equipment and vehicles through flowing surface water, using existing roads or trails for vehicle travel where possible, inspecting and maintaining all equipment to avoid fluid leaks, etc. Construction efforts will comply with all environmental laws including the ESA, National Environmental Protection Act (NEPA), etc. in compliance with the permits obtained for the project.

In addition to the habitat enhancement benefits described above, the project also includes a number of secondary benefits. Removal of the Middle Training Wall and lowering of floodplain areas will result in a significant reduction to water surface elevations and velocities during flood events, reducing flood risks. Additionally, the sale of aggregate removed from the Project Area will greatly offset implementation costs generate tax revenue for Yuba County, and keep local residents employed.

### **Phasing and Funding Summary**

Phase 1 was completed in two sub-phases. Phase 1A aggregate removal began in fall of 2019, with the removal of 333,000 CY of material from the Middle Training Wall. Phase 1B, which included the enhancement of the 1.7-mile-long primary perennial channel, was implemented in 2020. Phase 1 aimed to rehabilitate or enhance 89 acres of floodplain habitat and removed approximately 1,200,000 CY of sediment from the elevated floodplain and a section of the Middle Training Wall.

Phase 2 was fully funded; construction was completed during the summer and fall of 2021. Phase 2 involved removing approximately 800,000 CY of sediment from the Middle Training Wall and surrounding floodplains in the upper 0.7 miles of the site; and enhancing 34 acres of floodplain and seasonally inundated side channel habitat. Riparian planting of 36.5 acres was completed as part of this Phase with 25.5 acres within Phase 1, and 11 acres within Phase 2.

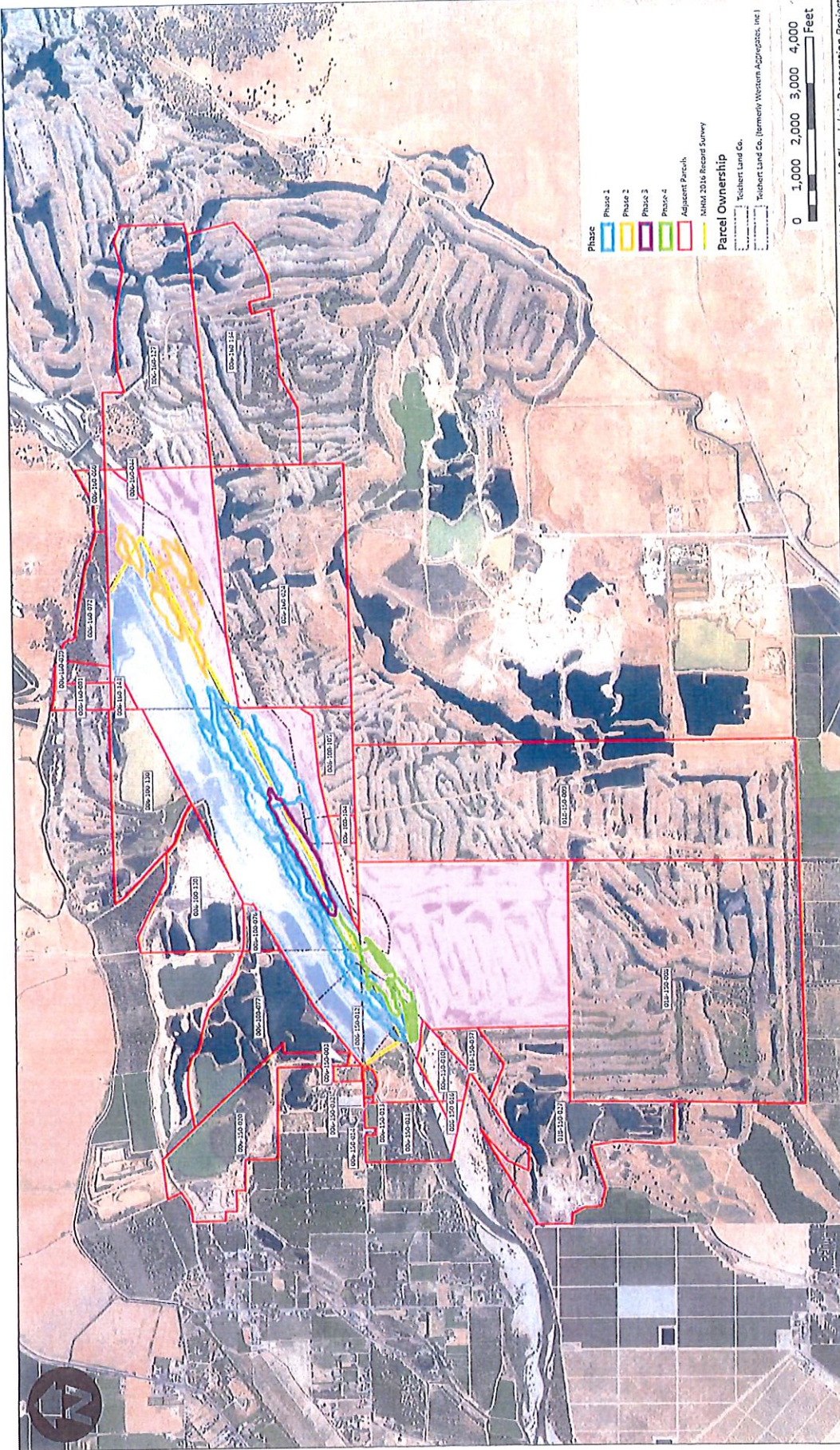
The USFWS AFRP and partner agency Yuba Water Agency, acting as Implementation Lead, has secured funding to complete Phases 3 and 4. Implementation of Phases 3 and 4 will remove large portions of the Middle Training Wall in the lower 1.0 mile of the site, removing approximately 815,000 and 400,000 CY of sediment, respectively, and enhancing an additional 13 and 21 acres of floodplain and seasonally inundated side channel habitat. Phase 3 implementation is underway during 2022-23, and Phase 4

implementation is scheduled for 2023. Phase 3, and 4 includes the installation of large wood structures at key locations along perennial or seasonal side channels

Initial funding for preliminary planning and concept development was provided by the Pacific Gas and Electric Company's Yuba Narrows Project (FERC 1403-004) Article 404 which provides funding for fisheries enhancement projects. Funding for planning, design, permitting, monitoring and a portion of implementation has been provided by two grants from the USFWS AFRP totaling \$2.1 million as authorized by several state and federal legislative acts including the CVPIA and the Fishs and Wildlife Coordination Act. The total project cost for all phases is currently estimated to be in the \$7 million to \$8 million range.

The Project's planning, permitting, design, and effectiveness monitoring consultant team is led by cbec eco engineering with support from Cramer Fish Sciences, the South Yuba River Citizens League, with MBK Engineers and Handen Company joining for the implementation phases in coordination with Yuba Water Agency.





Notes: Aerial image from NAIP (2014)

Project No. 13-1095      Created By: GIS      Form 3615 Exhibit C



Hollwood Side Channel & Floodplain Restoration Project  
Adjacent Properties to the Project

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 12th day of September 2022, by and between Reclamation District 784 ("RD784") and the Linda County Water District ("LCWD") (collectively "Participants").

### RECITALS

- A. RD784 owns and operates various reclamation works within southern Yuba County which requires RD784 to maintain access in order to meet its operation, maintenance, and inspection obligations.
- B. LCWD owns and operates water delivery and wastewater treatment facilities within RD784's jurisdictional boundaries.
- C. The LCWD wastewater treatment facility located at 909 Myrna Avenue, Olivehurst, CA 95961 is adjacent to one of the levees that RD784 maintains, and LCWD maintains a cyclone fence, for security purposes, around that wastewater treatment facility (the "Facility"). In one area, the cyclone fence runs along and parallel to the landside toe of RD784's levee for approximately 2,450 feet. A map illustrating this fence is attached to this MOU as **Exhibit A**.
- D. RD784 and LCWD have always understood that RD784 may require access to the Facility, which access may be prevented or impeded by the presence of this fence, that RD784 may have to damage or remove this fence to fulfill its responsibilities, and that LCWD would comply with such a request or need, but never reduced this understanding in writing.
- E. During a recent inspection by the United States Army Corps of Engineers ("USACE"), the USACE cited RD784 for not having a written agreement in place with LCWD that allows RD784 to access the Facility or remove this fence for access, inspection, and operation and maintenance purposes.
- F. The USACE has recommended that RD784 and LCWD enter into a written agreement that will authorize RD784 to open or remove the cyclone fence or gates owned by the LCWD for operation and maintenance purposes or emergency flood fighting access if ever necessary.

The Participants now desire to enter into this MOU for the purpose of reducing their understanding into writing and satisfying the USACE requirements for access to RD784's levee adjacent to the LCWD wastewater treatment facility.

NOW, THEREFORE, the parties enter into this MOU as follows:

1. Nonemergency Access. In the event that RD784 requires access to the Facility in a nonemergency, RD784 will first make a request to LCWD staff to open gates or fences one full business day (i.e. 24 hours) in advance of the need to access the Facility.
2. Emergency Access. In the event that RD784 requires access to the Facility during an emergency situation, RD784 will first make a request to LCWD staff to open gates or fences, and if LCWD is unable to immediately comply with that request, RD784 is authorized to remove any fencing or gate locks to allow emergency access to the Facility.
3. Post-Access Actions. If after access is granted under conditions 1 or 2 above, LCWD documents any damages to its facilities as a direct result of the access being granted, then LCWD shall inform RD784 of those damages in writing and RD784 will coordinate repairs with LCWD and cover any costs to repair damages directly caused by RD784.
4. Entire Understanding. This MOU constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings, whether written or oral. This MOU may not be modified except by written instrument executed by all of the parties hereto.
5. No easement. By entering into this MOU, RD784 does not admit or imply that LCWD has a right to maintain the fence in its current location.

IN WITNESS WHEREOF, the parties hereto have entered into this MOU, effective as of the first date set forth above.

Dated: \_\_\_\_\_, 2022

RECLAMATION DISTRICT 784,  
a public entity

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

Title: Board President

Dated: Sept. 12, 2022

LINDA COUNTY WATER DISTRICT,  
a public entity

By: 

Title: Board President



RD784 Levee

2.450 Cyclone Fence

Linda County WWTP

Myrna Ave

Imagery Date: 5/2/2021 lat: 39.098411° lon: -121.582597° elev

Goo



# RECLAMATION DISTRICT N<sup>o</sup> 784 PLUMAS LAKE

## Emergency Operations Plan Basic Plan

California Water Code Section 9650 Safety Plan



YUBA COUNTY FLOOD SAFETY PLANS

June 2017

This document was last updated on June 30<sup>th</sup>, 2017 based on input provided by RD784 stakeholders at a planning meeting held on May 23, 2017.

Prepared by KJELDTSEN SINNOCK & NEUDECK, INC. for Reclamation District 784 with funds awarded to Yuba County under the California Department of Water Resources Flood Emergency Response Grant Program.

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



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AN EMERGENCY MANAGEMENT FIRM

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This Emergency Operations Plan (“Plan”) is intended to be a set of guidelines to be followed in the event of a flood emergency. Emergency conditions may vary significantly, and may require that different elements of the Plan be utilized depending upon the nature and extent of the particular emergency event, despite language in the Plan that appears to mandate certain actions. Notwithstanding anything to the contrary set forth in the Plan, including any language that appears to require particular action(s), the District preserves the ability to undertake all or any portion of the Plan as necessary and appropriate to respond to the particular emergency and preserve life and property. Under no circumstances will the District Board or its officers or employees be personally responsible for the procedures undertaken or not undertaken by Reclamation District No. 784 – Plumas Lake 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

September 5, 2017


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 784 – Plumas Lake, is hereby promulgated as the official emergency plan of the District. District staff is hereby directed to use this plan as the basis for emergency response to flood events. This plan meets the safety plan requirements of Section 9650 of the California Water Code (AB156) and is compliant with the National Incident Management System (NIMS), Standardized Emergency Management System (SEMS), and National Response Framework.

The **District General Manager** 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 General Manager** 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 Board of Trustees of Reclamation District 784 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 Secretary** shall maintain a record of Board plan reviews and approval actions in accordance with District documentation procedures and policies.

Sincerely,

  
\_\_\_\_\_, President  
Board of Trustees  
Reclamation District 784



## RECORD OF INITIAL DISTRIBUTION

Agency Name	Address	Date Provided
Reclamation District 784 – Plumas Lake HQ	1594 Broadway Street Arboga, CA 95961	
Yuba County Office of Emergency Services	915 8 <sup>th</sup> Street, Suite 117 Marysville, CA 95901	
Yuba County Sheriff's Department	215 5th Street, Suite 150 Marysville, CA 95901	
Linda Fire Protection District	1286 Scales Avenue Marysville, CA 95901	
Wheatland Fire Authority	313 Main Street Wheatland, CA 95692	
Olivehurst Fire District	1970 9 <sup>th</sup> Avenue Olivehurst, CA 95961	
Yuba County Water Agency	1220 F Street Marysville, CA 95901	
Department of Water Resources Flood Operations Branch	3310 El Camino Ave Sacramento, CA 95821	
California Office of Emergency Services	3650 Schriever Ave Mather, CA 95655	
Central Valley Flood Protection Board	3310 El Camino Ave. Rm 151 Sacramento, CA 95821	

## SECTION 1 - PLAN INTRODUCTION

### 1.1 Purpose

The purpose of this RD784 Flood Safety Plan is to ensure that District staff can meet response objectives in a flood emergency as well as effectively interact with other jurisdictions performing emergency functions within and around the District. This plan is intended to be used in conjunction with the emergency operations plans of the State of California and the Yuba Operational Area to facilitate multi-jurisdictional coordination. Although this is a public document, specific procedures and information are 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

This RD784, as an independent jurisdiction, has responsibility for the maintenance of the levee and drainage systems within its jurisdictional boundaries, except for “the Horseshoe” area (6.6 miles of levee upstream of the Western Pacific Interceptor Canal) where it only has levee responsibilities. While the District will work with, and assist if possible, the local jurisdiction(s) responsible for other public safety functions within the District, this District Emergency Operations Plan (EOP) only contains detailed procedures for meeting 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 emergency operations plan 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 limited responsibilities and lack of internal departments, this EOP consists of this Basic Plan, containing general District response procedures, and one hazard-specific Annex A – Flood Contingency Map, containing the District’s detailed flood fight plan. This Annex A is in map format and is also called the “flood contingency map” in reference and guidance documents.

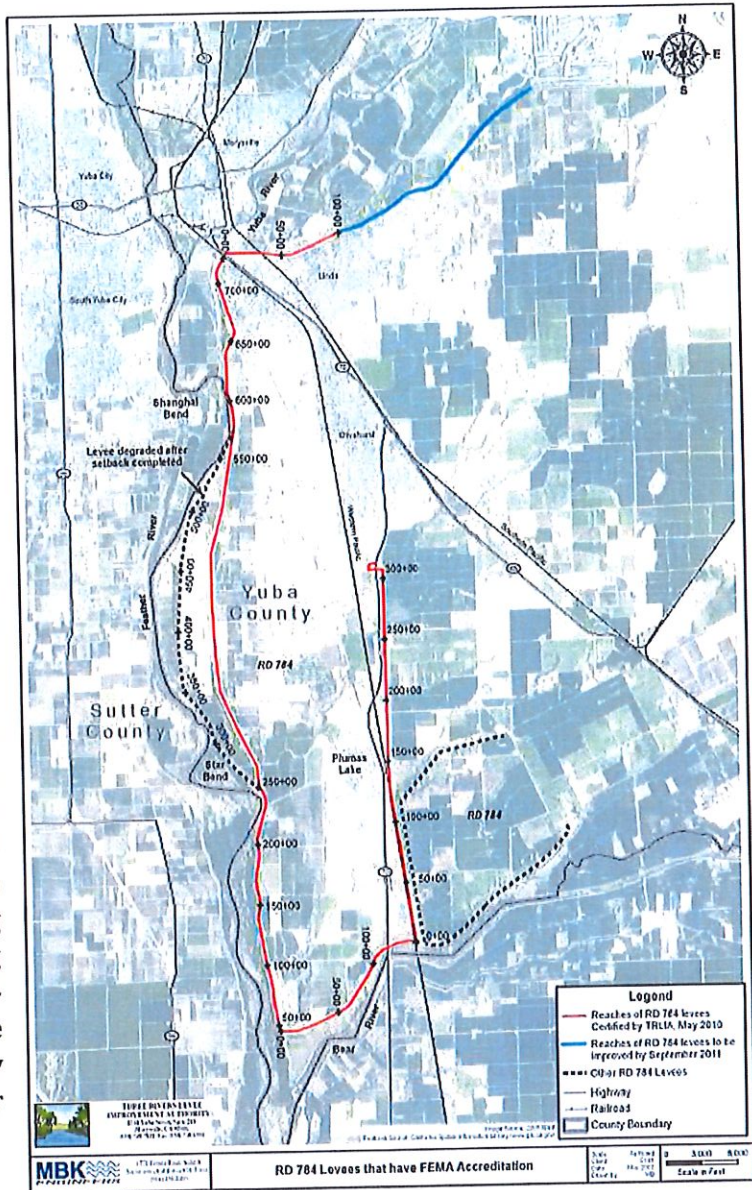
## SECTION 2 - CONCEPT OF OPERATIONS

### 2.1 Situation Overview

Reclamation District 784 – Plumas Lake (hereinafter referred to as the “District”) is located in Yuba County. The District’s 29 miles of levee and 70 miles of drainage facilities provide protection to approximately 29,000 acres of agricultural, residential (35,000 residents), and commercial development. This includes the communities of Linda, Olivehurst, Plumas Lake, and Arboga. The District contains critical infrastructure including State Highways 65 and 70, that serve as material transport and/or evacuation routes.

#### Waterway Characteristics

The District is bound by the Yuba River on the north, the Feather River on the west, the Bear River on the south, and the Western Pacific Interceptor Canal (WPIC) to the east. The gradient within the district generally falls toward the south end of the district at the confluence of the Bear River and the Feather River. The levees along the Feather River are mostly impacted when the Sacramento River begins to back up and meets waters being released from the Oroville Dam causing higher river stages along the RD784 Feather River levees. Levees along the upper Yuba River are impacted by releases from New Bullards Bar Reservoir.



#### Recent Levee Improvements

As a result of significant flooding resulting from levee breaks 1986 and 1997 that impacted the communities of Linda and Arboga, levee improvements and setback levees have been implemented. These improvements included strengthening the left bank of the Yuba River levee, strengthening and setting back the Feather River left bank levee (between Yuba River and Bear River), strengthening and setting back the Bear River right bank levee, and improving the WPIC levee. The new setback levees have not experienced a significant high-water event in 2006, 2012, or 2017. Therefore, the District has not had a high-water event to establish response activation triggers based on the new levees and the new levee-to-levee cross-section.

### Gauges near RD784 - Yuba River at Marysville (MRV) and Feather River at Yuba City (YUB)

Gauges in the vicinity of RD784 have DWR assigned monitor, flood, and danger stages that do not reflect the new channel and levee-to-levee cross-section and conditions. Monitor, flood, and danger stages are assigned based on channel geometry, which is no longer relevant. Therefore, the district uses the gauges to monitor for swells (peaks) in the hydrograph, but have not yet established specific stages that prompt actions. The District diligently monitors stages and levee conditions to develop appropriate trigger conditions.

See Annex A of this 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.

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

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

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

District staff perform the following routine flood preparedness actions:

1. Inspect levees in accordance with District operations & maintenance (O&M) manual (District performs self-inspections twice annually)
2. Vegetation and rodent control per District O&M manual, including community baiting program, and hunter program for beavers and coyotes
3. Inspect and take inventory of District flood fight supplies as necessary
4. Inspect access gates, drainage, and levee penetrations as necessary, per District O&M procedures
5. Attend pre-season flood coordination meetings
6. Provide annual employee training in accordance with training policy (see Attachment 1)
7. Conduct joint inspections of levees with State inspectors (twice annually)
8. Conduct periodic joint inspections of levees with Federal inspectors

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

### **2.2.2 Monitoring and Analysis**

The **District General Manager and Field Superintendent** will monitor and analyze throughout the flood season the water conditions, elevations, and forecasts for waterways affecting District levees for the purpose of promptly identifying heightened threats to the integrity of District 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.

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), Federal Emergency Management Agency (FEMA), 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 are needed to convert CDEC reported values or direct staff gauge readings to NAVD88.

Gauges listed below are used by the District for guidance for upstream and downstream conditions. Needed datum conversions are summarized in Table 1 below:

**Table 1 – Summary of Needed Datum Conversions**

CDEC Gauges	0' Datum used by CDEC Reported Values (June 2017)	Convert From USED to NAVD29	Convert to NAVD88	Conversion Source
<b>BRW</b> Bear River Near Wheatland	71.92 ft. <b>NGVD29</b>	---		DWR CDEC
<b>MRY</b> Yuba River Near Marysville	2.95 ft. <b>NGVD29</b>	---		DWR CDEC
<b>YUB</b> Feather River at Yuba City	0.00 ft. <b>USED</b>	-3.00 ft		DWR CDEC

The **District General Manager and Field Superintendent** are responsible for conducting this monitoring process to identify when triggers for taking additional action beyond routine flood preparedness are reached as described in Section 2.2.3. Note that the gauges listed below are used for guidance, and no triggers have been formally established since new set-back levees were constructed and have not experienced a high-water event. The District monitors for anticipated swells in river stage and monitor physical observation points (refer to Annex –A map for these locations) to take action.

**Guidance Gauges**

CDEC Gauges

- Bear River at Wheatland – CDEC ID **BRW**

<b>DWR Designations</b>	<b>Elevation (NGVD29)</b>	<b>Elevation (NAVD88)</b>
Monitor	16.0 ft.	
Flood	24.0 ft.	
Danger	25.0 ft.	

- Yuba River at Marysville – CDEC ID **MRY**

<b>DWR Designations</b>	<b>Elevation (NGVD29)</b>	<b>Elevation (NAVD88)</b>
Monitor	74.0 ft.	
Flood	87.0 ft.	
Danger	88.0 ft.	

- Feather River at Yuba City – CDEC ID **YUB**

<b>DWR Designations</b>	<b>Elevation (NGVD29)</b>	<b>Elevation (NAVD88)</b>
Monitor	65.0 ft.	
Flood	80.2 ft.	
Danger	81.2 ft.	

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

- Pump Stations 2, 3, & 6 monitored 24/7 via SCADA
- Monitor via close circuit TV system at Star Bend, Broadway and Pump Stations #3

**Secondary Monitoring Gauges and/or Information Sources**

California Data Exchange Center (CDEC)

National Weather Service California-Nevada River Forecast Center forecasts

Department of Water Resources Flood Operations Branch alerts

Local waterway conditions as monitored by District staff

***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 each. These, and additional actions as directed by District trustees, may be taken by District staff at any time it is felt that conditions affecting the levees and drainage system warrant such action.

The following conditions and respective required actions are hereby established and presented in Table 2 on the following page:



Table 2 - Trigger Elevations and Response Actions

Condition	Action(s)	Action Taken? Yes/No If No, Explain
<b>THREAT TO LEVEE INTEGRITY</b>		
<p>Identification, or verified report, of any out of the ordinary condition on the RD784 levee system that presents a potential risk of levee failure</p>	<ol style="list-style-type: none"> <li>1. District Field Superintendent notifies District General Manager, Board of Trustees and District Engineer of imminent threat.</li> <li>2. A Delegation of Authority Letter is issued confirming a RD784 Incident Commander.</li> <li>3. RD784 Incident Commander activates District personnel and arranges safety/staking training, and if possible SEMS/NIMS review.</li> <li>4. RD784 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>5. RD784 Incident Commander initiates action to prevent levee failure and restore levee condition.</li> <li>6. RD784 Incident Commander contacts Yuba County OES and confers on the advisability of a proclamation of local emergency, if not already issued.</li> <li>7. RD784 Incident Commander notifies the State/Federal Flood Operations Center.</li> <li>8. RD 784 considers executing Emergency Resolution (Attachment 4) or Notification of Emergency (Attachment 5), if not already.</li> </ol>	

Table 2 Trigger Elevations and Response Actions CONTINUED

Condition	Action(s)	Action Taken? Yes/No If No, Explain
<b>LEVEL 1 : MONITOR STAGE</b>		
<p><b>Feather River reaches levee toe at Unit 2, LM 12.79</b></p>	<ol style="list-style-type: none"> <li>1. District Field Superintendent initiates 1x/day patrols in accordance with District patrol plan.</li> <li>2. District Field Superintendent or General Manager notifies Board of Trustees that Monitoring Stage has been reached.</li> <li>3. District Field Superintendent or General Manager identifies contract staff and/or volunteers and ensures volunteer registration with Yuba County as Disaster Service Workers.</li> <li>4. Confirm flood fight materials and equipment inventory of RD784 containers, if not already during preseason activities.</li> <li>5. Confirm flood fight materials for Yuba-Sutter Flood Fight Coalition.</li> <li>6. Notify Yuba County OES that district has reached monitor stage.</li> </ol>	
<b>LEVEL 2: FLOOD STAGE</b>		
<p><b>Feather River has surpassed levee toe at Unit 2, LM 12.79 AND is forecast to rise</b></p> <p><b>OR</b></p> <p><b>Peach Tree Golf Course begins to move equipment to high ground</b></p>	<ol style="list-style-type: none"> <li>1. District Field Superintendent or General Manager notifies District President, Board of Trustees and District Engineer that flood stage has been reached.</li> <li>2. A Delegation of Authority letter is issued confirming an RD784 Incident Commander.</li> <li>3. District Incident Commander increases levee patrols to 24-hr daily patrols.</li> <li>4. District Incident Commander notified District landowners of levee and weather conditions; consider moving equipment to high ground.</li> <li>5. District Incident Commander notifies Yuba County OES that Flood Stage has been reached.</li> <li>6. If necessary, District Incident Commander requests anticipated CCC crews, from Yuba OES.</li> <li>7. RD784 Incident Commander contacts Yuba County OES and confers on the advisability of a proclamation of local emergency, if not already issued.</li> </ol>	

## 2.3 Public Alert and Warning

The jurisdictions identified below have the responsibility for providing emergency services to the general public within Reclamation District 784. The District will promptly notify these jurisdictions of identified concerns with their levees or internal drainage system in accordance with the Yuba Operational Area protocols and will provide detailed information on the characteristics of the threat.

- Yuba County Office of Emergency Services
- Yuba County Sheriff's Department

The District will coordinate operations with these jurisdictions through the Yuba Operational Area. Response procedures for above public safety agencies will be found in agency emergency plans and the Yuba Emergency Operations Plan, Annex K: Slow-Rise Flood Event.

## 2.4 Flood Fight Operations

Flood fight operations, including levee patrol, will be conducted in accordance with the procedures in this Basic Plan and those shown on Annex A. Annex A displays the District's concept of operations for emergency communications, patrol, flood fight, and dewatering operations. This concept of operations will be modified as needed 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 RD784 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, the California Disaster Assistance Act (CDAA) and the PL84-99 program. Emergency operations will be conducted and documented in compliance with conditions of those programs for reimbursement of disaster expenses. RD784 has assigned its District Office Manager to maintain documentation (RD 784 Accounting System) during an emergency necessary for receipt of such assistance. The District has the ability through the use of their Accounting System to track costs and resources specific to a drainage or levee section on a daily basis during a potential emergency or disaster event.

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

- PL-84-99:
  - Pre-develop a USACE PL84-99 request letter on District letterhead
  - Contact DWR Flood Operations Center
  - Follow-up call to USACE District office that a request was made to DWR
  - Notify Operational Area of PL84-99 request, send copy of written request

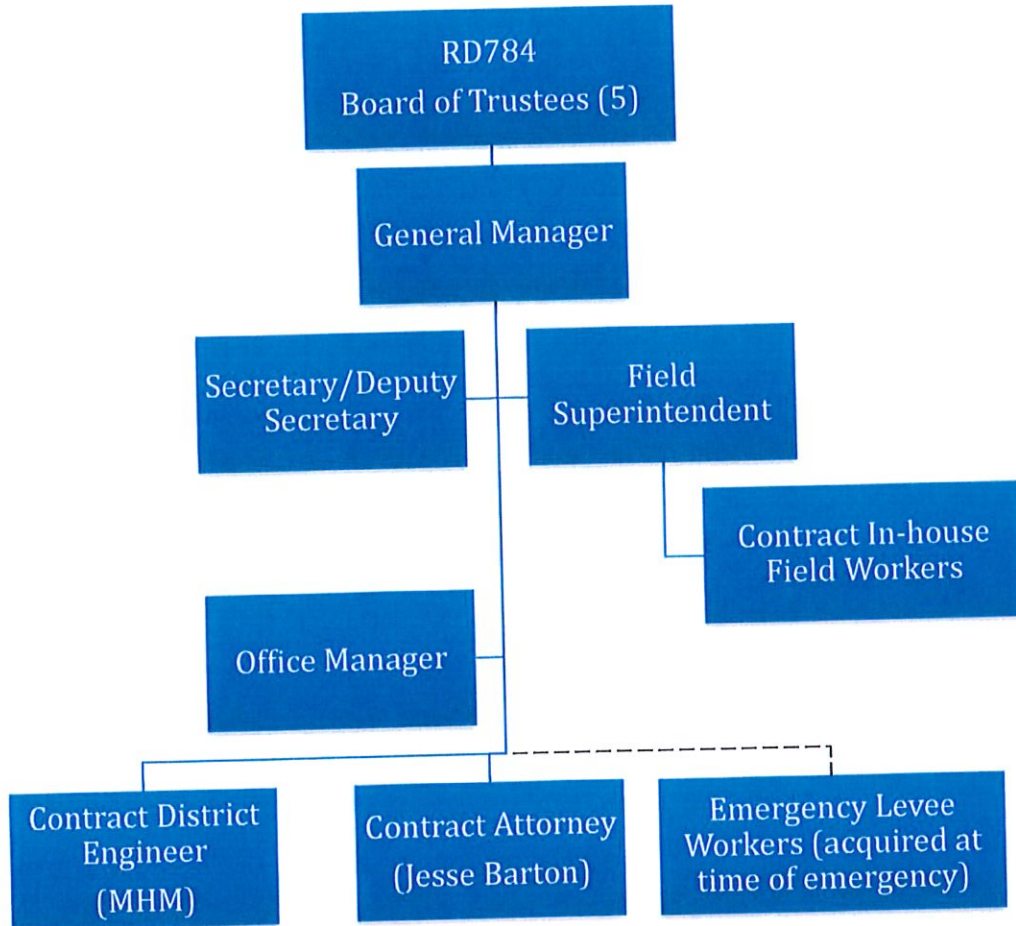
These actions should be considered if an incident is imminent or occurring or when the District Flood Stage is triggered:

- State and other Federal programs:
  - Request Yuba County to Proclaim the Existence of a Local Emergency
  - Notify District administration when the Proclamation is established

## SECTION 3 – ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

### 3.1 Organization

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



RD784 establishes through approval of this plan the additional job description and function of "Emergency Levee Worker" for the purpose of hiring, acquisition of volunteers, or re-assigning of District staff duties to support emergency operations. Volunteer emergency levee workers recruited through County Disaster Service Workers (DSW) Program or acquired at the time of an emergency or emergency levee workers acquired directly through hire or re-assignment will work under the appropriate District Incident Commander. All volunteers will be registered with the Yuba County OES as DSWs.

## **3.2 Assignment of Responsibilities**

The Board of Trustees of Reclamation District 784 has made the following assignments of authority and responsibility to ensure that needed emergency actions can be taken promptly and efficiently.

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

Normal purchasing and contract authorities remain in effect. Upon designation of a District Incident Commander in accordance with trigger conditions of Section 2.2.3, the following additional policy will be effective with those normal authorities:

#### **District Emergency Procurement Policy**

Upon appointment of a District Incident Commander in accordance with Section 2.2.3, the **District Incident Commander or General Manager** is authorized to use contracts in place with local vendors, refer to Attachment 8 for existing contracts between RD784 and local vendors (vigilant from 2017 through 2019). The other members of the Board of Trustees will be notified of such purchase or contract decisions as soon as practical and/or consistent with the needs of the emergency. The District Incident Commander shall follow the emergency procurement procedures shown in Section 6.3.

### **3.2.2 Represent District in Yuba Operational Area**

Board President or General Manager

### **3.2.3 Provide Public Information**

Attorney or General Manager

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

Field Superintendent

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

Level 1: General Manger or Field Superintendent  
Level 2: Incident Commander and Field Superintendent

### **3.2.6 Activate and/or Direct District Staff during emergency operations**

Level 1: General Manger or Field Superintendent  
Level 2: Incident Commander

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

Level 1: General Manager and Field Superintendent  
Level 2: Incident Commander or Deputy Incident Commander

## SECTION 4 – DIRECTION, CONTROL, AND COORDINATION

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

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

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

#### 4.1.1 Management and Policy

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

District will issue a Delegation of Authority letter (see Attachment 2) upon reaching the trigger condition indicated in Section 2.2.3.

#### 4.1.2 District Incident Command

The District will appoint one Incident Commander to manage all threats to levee integrity or needed containment actions on its 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.

#### **RD784 District Incident Commander Protocol**

The Board of Trustees of RD784 authorize, through the approval of this plan, the **District 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 Field Superintendent** will distribute the signed Delegation of Authority Letter (see Attachment 2) to District staff and the Yuba Operational Area. The District General Manager is furthermore authorized to delegate the District Incident Command function to another staff member if appropriate through issuance of a Delegation of Authority Letter which will also be distributed to District staff and Yuba Operational Area by the **District Field Superintendent**.

### **4.1.3 Incident Command Facilities**

District field command post, upon activation, will be located at:

RD784 Headquarters –1594 Broadway Street, Arboga, CA 95961

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

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

The District General Manager will ensure that proper management and coordination is maintained with the following:

- Other public agencies and jurisdictions operating within the District
- Neighboring Reclamation Districts
- Yuba County OES

The following procedures will be followed to accomplish this function.

### **4.2.1 Yuba County Command and Coordination**

Yuba County OES in coordination with the Sheriff's Department will establish one or more field incident command posts to manage public safety operations in the County and to communicate with reclamation districts conducting emergency operations. This County Incident Commander will be a point of contact onsite with the Reclamation District Incident Commanders or other assigned district representatives. RD784 will communicate information, mutual aid requests, and other response coordination efforts through their assigned Sheriff's field Incident Command Post to Yuba County OES. The Sheriff's Incident Command organization shall forward resource requests, situation information and issues with field operations to the Yuba OA emergency operations center as needed.

### **4.2.2 Operational Area (OA) Emergency Operations Center**

The County of Yuba maintains and hosts the operational area emergency operations center at **915 8<sup>th</sup> Street, Suite 117, Marysville, CA 95901**. The Yuba Operational Area will prioritize allocation of resources including mutual aid, perform information sharing, and conduct coordination processes in accordance with Yuba County OES.

The OA Planning/Intelligence Section will provide disaster information and situation status to participating jurisdictions upon activation in an emergency. This District will participate in this disaster information sharing process. See relevant Yuba County plans and procedures.

The District will communicate with the Yuba Operational Area through cellular telephones or physical participation in Operational Area management meetings.



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

The Department of Water Resources has special authority under Water Code Section 128 to assist LMAs with flood fight operations. The Department of Water Resources maintains the State-Federal Flood Operations Center (FOC) to perform these functions and support the operations of other State and Federal agencies. The District will maintain communications with the FOC in order to receive and provide information with that facility and to request technical assistance.

The District will communicate with the State-Federal Flood Operations Center through cellular telephones, internet email, or through the Yuba Operational Area when State and federal representatives are present.

#### ***4.2.4 Operational Area Joint Information Center (JIC)***

Public Information to the general public will also be coordinated, planned, and carried out through the Yuba Operational Area Public Information Officer (PIO) or Joint Information Center (JIC) if activated. The District will assist with risk communication as requested through the Operational Area. See relevant Yuba Operational Area plans and procedures for more information.

The **District will provide a PIO**, as requested, who will have authority to approve information releases. The District PIO will coordinate and work directly with the Yuba Operational Area at the beginning of the flood event.

## SECTION 5 - COMMUNICATIONS

### 5.1 Communications Organization

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

1. Between District staff, contractors, and other staff working under District supervision
2. With other public agencies operating within the District
3. With neighboring Districts
4. With the Yuba Operational Area EOC
5. With the State FOC

### 5.2 District Communications

Yuba County LMA Radio System, cellular telephones, email, and courier if necessary

Summary of RD784 radio equipment:

**Table 3 - Summary of Radio Equipment and Frequencies**

Type	Frequency	
Base Station	0001523.86000000	000159.10500000
Mobile (vehicle)	0001523.86000000	000159.10500000
Handheld	0001523.86000000	000159.10500000

### 5.3 Communications with Other Jurisdictions

Communications will be by the Yuba County LMA Radio System, cellular telephone, or email

#### 5.3.1 Yuba OA EOC

Yuba County LMA Radio System, cellular telephones, district landline, email, and physical participation in management meetings.

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

Cellular telephones, district landline, email, and physical participation in meetings.

## **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 Yuba County who is a signatory to that agreement and will follow the processes outlined in those documents for requesting and providing mutual aid through standard and established protocols. Additional 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 resources will be made through the Yuba Operational Area EOC as appropriate.

### **6.2 Resources**

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

RD784 is the administrative agency for the Yuba Sutter Flood Fight Coalition. In the event access is lost to DWR's Sutter Maintenance Yard, Reclamation District 10, Reclamation District 817, and Reclamation District 2103 may contact RD784 to access Yuba Sutter Flood Fight Coalition stockpiles that remain accessible.

### **6.3 Procurement**

In the event of the issuance of a proclamation of local emergency by Yuba County, or issuance of an emergency resolution by the District Board, the following emergency procurement procedures will be followed by Reclamation District 784:

District will maintain standard forms for initiating and executing emergency contracts and purchase orders with private vendors; see Attachment 7. The District will maintain a standard form for emergency contracts under \$25,000 issued in a less formal bid-environment, i.e. two to three telephone bids, and a separate contract form for contracts over \$25,000 adding a bonding requirement. Contracts over \$25,000 will be awarded through a formal bid process if practicable in light of emergency conditions.

### **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 both the **District President or General Manager and Office Manager**, they will also copy the District Engineer. The District 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 and 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 Board of Trustees is responsible for overseeing the development of this RD784 Flood Safety Plan. The **District 784 President and General Manager** are responsible for performing 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 Board 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 Yuba County Training Program(s) 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 trustees, employees, and volunteers who have emergency assignments or who are assigned to the “emergency levee worker” job function will receive NIMS/SEMS training in accordance with the District Training Policy shown in Attachment 1. In addition, District employees will receive training on the following subjects.

- District Flood Safety Plan (EOP – Basic Plan and Annex A – Flood Contingency Map)
- DWR Flood Fight Methods
- Just in Time Training Program ([musrflood.com](http://musrflood.com))

District staff will participate in internal exercises and exercises sponsored by the Yuba Operational Area.

### 7.3 Plan Evaluation

The **District President and General Manager** will participate in the preparation of a written After-Action Report (AAR) with the Operational Area 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 formally review the AAR which will briefly describe District operations, any response problems that arose, and damage sustained by the District. The AAR will also contain recommendations for improving 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 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

Yuba County Hazard Mitigation Plan

Yuba County Emergency Operations Plan

Yuba County Annex K: Slow-Rise Flood Event

## ATTACHMENT 1: EMERGENCY RESPONSE/TRAINING POLICY

### Emergency Response and Training Policy

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

### National Incident Management System Training Guidance

In regard to meeting national training requirements, the District will comply with the provisions of the National Incident Management System Training Program Manual, September 2011 and any subsequent revisions to that document. The District will also comply with California Standardized Emergency Management System (SEMS) training requirements. The NIMS Training Program Manual indicates that federal training guidance is not absolute and that organizations should tailor their training to the level of incident complexity that their staff would potentially manage. After careful review of the definitions of incident complexity levels shown on Page 16 of the NIMS Training Program Manual, this Board has determined that District responsibilities to patrol its levees and respond to threats to levee structural integrity would require District staff to manage Type 4 incidents. District training requirements outlined below meet NIMS training recommendations for Type 4 incidents (pages 17 and 18, NIMS Training Program Manual, September 2011) and SEMS training requirements.

### District Training Requirements

The Board of Trustees hereby establishes the following training requirements for District staff involved in flood emergency operations. The Board of Trustees shall complete the G-402, Incident Command System Overview for Executives and Senior Officials and the SEMS Executive Course or the Yuba County Operational Area designated training program.

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

Staff hired or transferred to serve as emergency levee workers at the time of an emergency shall receive the Basic Emergency Levee Worker Course that will include a summary of the SEMS Introduction, ICS-100 and IS-700 courses and safety and levee patrol procedures information for their emergency duties prior to beginning work.

---

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

---

\_\_\_\_\_  
Date

**ATTACHMENT 2: DELEGATION OF AUTHORITY**

**Reclamation District No. 784  
Delegation of Authority Letter**

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

the complete management of the Reclamation District No. 784 \_\_\_\_\_  
(Name of Incident)

Incident to \_\_\_\_\_ acting as District  
(Name of Individuals if different from President)

Incident Commander and Deputy Incident Commander respectively.

**Instructions**

As Incident Commander and Deputy Incident Commander, you are accountable to me and the Board of Trustees for the overall management of this incident including, but not limited to, control and supervision over District staff and contractors. I expect you to adhere to relevant and applicable laws, policies, and professional standards.

My general considerations for management of the incident are:

1. Provide for safety of District staff and other stakeholders.
2. Keep the Board of Trustees, District President and Secretary informed of key actions, and the situation.
3. Comply with the District's Emergency Operations Plan and document conditions requiring its modification.

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

- 1.
- 2.
- 3.

By: \_\_\_\_\_  
President, Board of Trustees of RD784

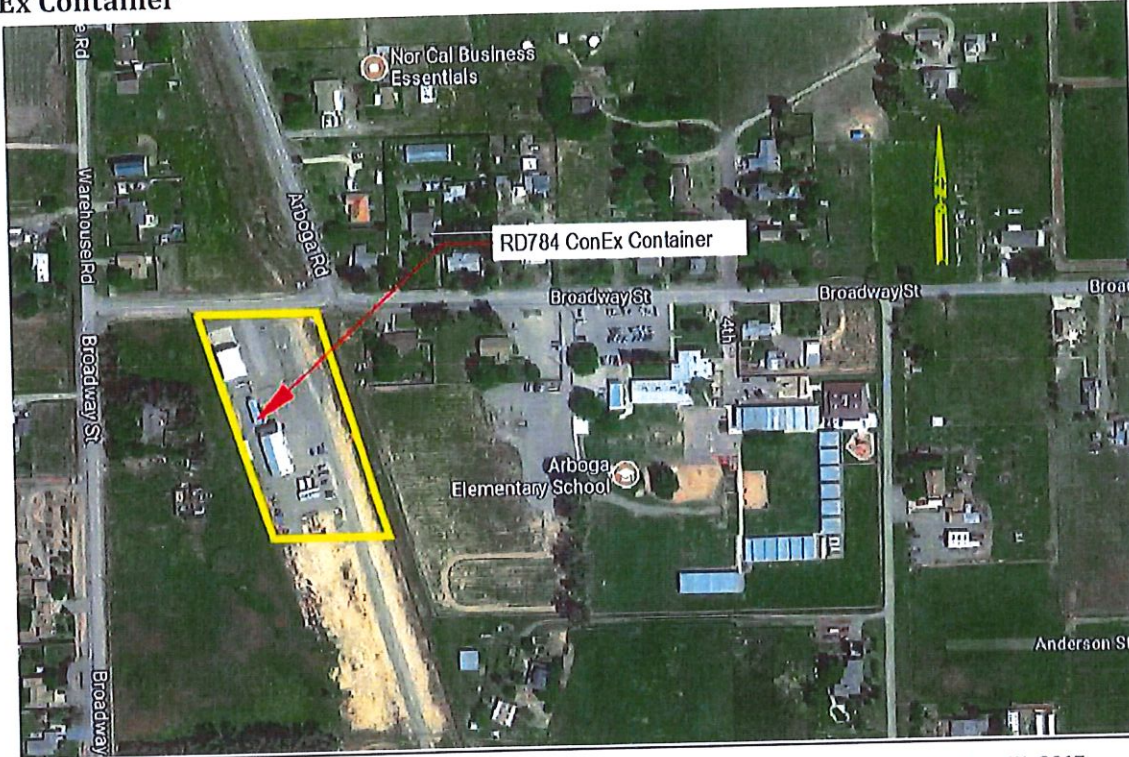
\_\_\_\_\_  
Date



## ATTACHMENT 3: DISTRICT FLOOD FIGHT SUPPLY INVENTORY

**RD784 Supply Inventory:** 1594 Broadway St. Arboga, CA 95961  
 39°03'01" N, 121°33'31" W

### ConEx Container



Reclamation District: 784		Date: May 17, 2017	
Description	Quantity on Hand	Units	Total Inventory
Round Point Shovels	25	1	25
16 oz Hammers	8	1	8
2 lb. Sledge Hammers	5	1	5
6 lb. Sledge Hammers	5	1	5
Sandbags (18" x 30" x 10 oz Burlap)	207,240	1	207,240
20' x 100' x 10 Mil. Rolls Visqueen	18	1	18
Tie Down Buttons	5,200	1	5,200
Twine	24	550	13,200
2" x 4" x 24" Wood Stakes	576	1	576
1" x 3" x 30" Wood Stakes	180	1	180
1" x 3" x 24" Wood Stakes	1,000	1	1,000
48" Lath Stakes (Orange Top)	45	1	45
48" Lath Stakes (Non Painted)	600	1	600
Personal Floatation Devices	18	1	18
Safety Glasses	12	1	12
Utility Knives	12	1	12
Survey Hubs	200	1	200
Survey Ribbon	6	300	1,800
Permanent Ink Markers	10	1	10
Marking Paint	3	1	3
Tape Measure	3	1	3

**RD784 Supply Inventory**  
**Patrol Team Portable Boxes**

Box	Item	Size	Quantity
1	PFD	LG - XL	1
	Helmet	LG - XL	2
	Throw bag	70'	2
	Pilot Knife	N/A	2
	Whistle	N/A	2
	GPS Unit	Serial #	2DU347792
2	PFD	LG - XL	1
	Helmet	LG - XL	2
	Throw bag	70'	2
	Pilot Knife	N/A	2
	Whistle	N/A	2
	GPS Unit	Serial #	2DU347814
3	PFD	LG - XL	1
	Helmet	LG - XL	2
	Throw bag	70'	2
	Pilot Knife	N/A	
	Whistle	N/A	2
	GPS Unit	Serial #	2DU347823
4	PFD	LG - XL	1
	Helmet	LG - XL	2
	Throw bag	70'	2
	Pilot Knife	N/A	2
	Whistle	N/A	2
	GPS Unit	Serial #	2DU347788
5	PFD	LG - XL	1
	Helmet	LG - XL	2
	Throw bag	70'	2
	Pilot Knife	N/A	2
	Whistle	N/A	2
	GPS Unit	Serial #	2DU347818

**Yuba-Sutter Flood Fight Coalition – Annex # 9**

**Per Shelf, 1-10**

**Location: RD784 Yard**

Annex #9					
Levee / Reclamation District <b>RD784</b>					
Item	Inventory #	Serial #	Size	# Batteries Req.	Battery Size
Emergency Light Bars for Patrol Vehicles	9	N31709	N/A	N/A	N/A
Directive Light - Fixed for Mounting On Light Bar	9	9352307901	Remote	2 (Inc)	23A 12V
Wiring Harness For Quick Installation	9	14.0553	3 Outlets	N/A	N/A
Universal Fit Turbo Rack	9	0 94922 85923 5	N/A	N/A	N/A
Hand Held GPS	9	2DR667134	Regular	2	AA
Camera - For taking Pictures of Problem Areas	9	0 84438 90894 7	N/A	2	AAA
Hard Hat for Patrol Crew	17	6 62463 22201 8	6 3/4-8 (54-65cm)	N/A	N/A
Hard Hat for Patrol Crew	18	6 62463 22201 8	6 3/4-8 (54-65cm)	N/A	N/A
Emergency Reflective Vest for Patrol Crew	9	8 01094 10842 5	Large 1084	N/A	N/A
Emergency Reflective Vest for Patrol Crew	9	8 01094 10843 2	X Large 1084	N/A	N/A
Life Jacket for Patrol Crew	17	6 03403 14293 5	Universal	N/A	N/A
Life Jacket for Patrol Crew	18	6 03403 14293 5	Universal	N/A	N/A
Leather Gloves	17	6 62909 49901 1	Large	N/A	N/A
Leather Gloves	18	6 62909 49901 1	Large	N/A	N/A
Leather Gloves	17	N/A	X Large	N/A	N/A
Leather Gloves	18	N/A	X Large	N/A	N/A
First Aid Kit (Large) For Patrol Crew	9	1219067-610029	Large	N/A	N/A
Directive Light - Hand Held	9	0 80926 44910 7	N/A	Lithium Ion Battery	N/A
12 Volt Charger for Directive Light	9	KHOI 1971	N/A	12V Charger	12V Charger
Flash Light - Mag Lights	33	S2D016	2-Cell D	2	2D
	34	S2D016	2-Cell D	2	2D
	35	S2D016	2-Cell D	2	2D
	36	S2D016	2-Cell D	2	2D
Rain Gear Reflective Overalls and Jackets	9	D6329PG	Large	N/A	N/A
Rain Gear Reflective Overalls and Jackets	9	D6329PG	X Large	N/A	N/A
Emergency Blankets (Case of 50)	9	7 99493 89085 3	84in W 52in L	N/A	N/A

**Yuba-Sutter Flood Fight Coalition – Annex # 9, CONT'D**

Per Shelf, 1-10

Location: RD784 Yard

Safety Rope - 200'	9	45272	7/16 X 200	N/A	N/A
Tape Measure 100'	9	0 76174 34790 6	N/A	N/A	N/A
Tape Measures 200'	9	0 76174 34793 7	N/A	N/A	N/A
Bolt Cutters - Small	9	7 61605 30002 4	18"	N/A	N/A
Bolt Cutters - Large	9	7 61605 20002 4	36"	N/A	N/A
Set Of Keys For Levee Gate Locks	N/A				
Window Breaker - Life Hammer	9	100515343	N/A	N/A	N/A
Barricades - Type II Plastic Waffle Board Folding	17	N/A	N/A	N/A	N/A
	18	N/A	N/A	N/A	N/A
Flashing Lights for Barricades - "D" Cell Battery Type	17	503.09 X	N/A	2	D
	18	503.09 X	N/A	2	D
Road Flares - Case of 12 (2 cases of 6 each)	17,18	1003914716030 5	N/A	N/A	N/A
Hazard/Caution Warning Tape - 1000' Rolls	9	8 41749 00218 0	3" X 1000'	N/A	N/A
Megaphones - 25 Watts - 100 Yards	9	5602	N/A	N/A	N/A
Drainage Wire Marking Flags - Red & Yellow - Package of 100	9	8 41749 00233 3Y	N/A	N/A	N/A
Flat Tip Shovel	17	0 79617 40184 5	N/A	N/A	N/A
	18	0 79617 40184 5	N/A	N/A	N/A
Round Tip Shovel	17	0 79617 40191 3	N/A	N/A	N/A
	18	0 79617 40191 3	N/A	N/A	N/A
Sledge Hammer - 6 LB.	9	0 49206 11974 1	N/A	N/A	N/A
Emergency Fuel Can (5 Gal) - Gasoline	9	6 97841 14033 2	N/A	N/A	N/A
Emergency Fuel Can (5 Gal) - Diesel	9	6 97841 14022 6	N/A	N/A	N/A
Storage Container - (PU Bed Type) Store & Transport Equipment	9	44365 02067	100 Gallon	N/A	N/A

Yuba-Sutter Flood Fight Coalition - Annex # 10

Per Shelf, 1-10

Location: RD784 Yard

Annex #10					
Levee / Reclamation District RD784					
Item	Inventory #	Serial #	Size	# Batteries Req.	Battery Size
Emergency Light Bars for Patrol Vehicles	10	N31729	N/A	N/A	N/A
Directive Light - Fixed for Mounting On Light Bar	10	9352307901	Remote	2 (Inc)	23A 12V
Wiring Harness For Quick Installation	10	14.0553	3 Outlets	N/A	N/A
Universal Fit Turbo Rack	10	0 94922 85923 5	N/A	N/A	N/A
Hand Held GPS	10	2DR667191	Regular	2	AA
Camera - For taking Pictures of Problem Areas	10	0 84438 90894 7	N/A	2	AAA
Hard Hat for Patrol Crew	19	6 62463 22201 8	6 3/4-8 (54-65cm)	N/A	N/A
Hard Hat for Patrol Crew	20	6 62463 22201 8	6 3/4-8 (54-65cm)	N/A	N/A
Emergency Reflective Vest for Patrol Crew	10	8 01094 10842 5	Large 1084	N/A	N/A
Emergency Reflective Vest for Patrol Crew	10	8 01094 10843 2	X Large 1084	N/A	N/A
Life Jacket for Patrol Crew	19	6 03403 14293 5	Universal	N/A	N/A
Life Jacket for Patrol Crew	20	6 03403 14293 5	Universal	N/A	N/A
Leather Gloves	19	6 62909 49901 1	Large	N/A	N/A
Leather Gloves	20	6 62909 49901 1	Large	N/A	N/A
Leather Gloves	19	N/A	X Large	N/A	N/A
Leather Gloves	20	N/A	X Large	N/A	N/A
First Aid Kit (Large) For Patrol Crew	10	1219067-610029	Large	N/A	N/A
Directive Light - Hand Held	10	0 80926 44910 7	N/A	Lithium Ion Battery	N/A
12 Volt Charger for Directive Light	10	KHOI 1971	N/A	12V Charger	12V Charger
Flash Light - Mag Lights	37	S2D016	2-Cell D	2	2D
	38	S2D016	2-Cell D	2	2D
	39	S2D016	2-Cell D	2	2D
	40	S2D016	2-Cell D	2	2D
Rain Gear Reflective Overalls and Jackets	10	D6329PG	Large	N/A	N/A
Rain Gear Reflective Overalls and Jackets	10	D6329PG	X Large	N/A	N/A
Emergency Blankets (Case of 50)	10	7 99493 89085 3	84in W 52in L	N/A	N/A

**Yuba-Sutter Flood Fight Coalition – Annex # 10, CONT'D**

**Per Shelf, 1-10**

**Location: RD784 Yard**

Safety Rope - 200'	10	45272	7/16 X 200	N/A	N/A
Tape Measure 100'	10	0 76174 34790 6	N/A	N/A	N/A
Tape Measures 200'	10	0 76174 34793 7	N/A	N/A	N/A
Bolt Cutters - Small	10	7 61605 30002 4	18"	N/A	N/A
Bolt Cutters - Large	10	7 61605 20002 4	36"	N/A	N/A
Set Of Keys For Levee Gate Locks	N/A				
Window Breaker - Life Hammer	10	100515343	N/A	N/A	N/A
Barricades - Type II Plastic Waffle Board Folding	19	N/A	N/A	N/A	N/A
	20	N/A	N/A	N/A	N/A
Flashing Lights for Barricades - "D" Cell Battery Type	19	503.09 X	N/A	2	D
	20	503.09 X	N/A	2	D
Road Flares - Case of 12 (2 cases of 6 each)	19,20	1003914716030 5	N/A	N/A	N/A
Hazard/Caution Warning Tape - 1000' Rolls	1	8 41749 00218 0	3" X 1000'	N/A	N/A
Megaphones - 25 Watts - 100 Yards	1	S602	N/A	N/A	N/A
Drainage Wire Marking Flags - Red & Yellow - Package of 100	1	8 41749 00233 3Y	N/A	N/A	N/A
Flat Tip Shovel	19	0 79617 40184 5	N/A	N/A	N/A
	20	0 79617 40184 5	N/A	N/A	N/A
Round Tip Shovel	19	0 79617 40191 3	N/A	N/A	N/A
	20	0 79617 40191 3	N/A	N/A	N/A
Sledge Hammer - 6 LB.	10	0 49206 11974 1	N/A	N/A	N/A
Emergency Fuel Can (5 Gal) - Gasoline	10	6 97841 14033 2	N/A	N/A	N/A
Emergency Fuel Can (5 Gal) - Diesel	10	6 97841 14022 6	N/A	N/A	N/A
Storage Container - (PU Bed Type) Store & Transport Equipment	10	44365 02067	100 Gallon	N/A	N/A

**ATTACHMENT 4: RESOLUTION TEMPLATE**

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF RECLAMATION DISTRICT NO. 784  
EMERGENCY MEETING DATE: \_\_\_\_\_**

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

Upon special notice to and consent by the Trustees of Reclamation District No. 784, of the County of Yuba, State of California, an emergency meeting of the Board of Trustees was held at the district offices at 1594 Broadway St. Arboga, CA 95961 on **[DAY and DATE]** at **[TIME]**. The Board declared that an emergency situation exists which requires immediate action by the District.

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

**EMERGENCY DECLARATION**

WHEREAS, the Trustees of Reclamation District No. 784 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 Yuba County area 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 Engineers and after a visual assessment of the condition of the District levees on **[DATE(S) and TIME(S)]**, the District found and declared on **[DATE]** that an emergency situation existed and that all necessary and required work to protect the District and the District's levees should be completed at the earliest possible date.

**ATTACHMENT 5: REGULATORY NOTIFICATION TEMPLATE**

**DATE:** [DATE]

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

**FROM:** \_\_\_\_\_, District Engineer: Reclamation District No. 784

**SUBJECT:** Reclamation District No. 784: Emergency Notification  
Request for Regulatory Coordination Support

Mr. Paasch,

Reclamation District No. 784 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 (530) \_\_\_\_-\_\_\_\_.

Regards,

\_\_\_\_\_  
District President  
Reclamation District No. 784



## ATTACHMENT 6: DISTRICT EMERGENCY CONTRACT

### Emergency PUBLIC WORKS CONTRACT

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Reclamation District No. 784, a public agency, ("District") and \_\_\_\_\_, ("Contractor"), who agree as follows:

- 1. Scope of Work.** For purposes of this Contract, the "Work" shall mean the scope of work described as follows:

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The project is located near Marysville, California. Contractor shall perform the Work diligently and as expeditiously as is consistent with good and safe construction practices and the orderly progress of the Work. The parties agree that time is of the essence for the performance of this Contract. In light of the emergency conditions under which this contract is made, services may have been provided by Contractor prior to execution of this contract. Services performed prior to the date listed above shall be governed by the terms and conditions of this contract as well.

- 2. Contractor's Performance.** Contractor shall construct, install, perform and do the Work, and shall furnish all labor, equipment, materials, tools, supplies, transportation, applicable permits, and drawings required to complete the Work. Contractor shall perform in a good and workmanlike manner all Work, and such Work shall be done to the approval and satisfaction of District.

- 3. Mandatory Public Contract Provisions**

- 3.1 General.** The Contractor is responsible for his own compliance, and is responsible for all Subcontractors' compliance, with all applicable sections of the California Labor Code regarding the payment of wages, the employment of apprentices, and hours of work, all as set forth in Sections 1770 through Section 1815 of that Code. Those requirements are briefly set forth below. The term "Contractor" shall hereafter refer to the Prime Contractor, with whom the District has contracted pursuant to this Agreement. The term Subcontractor refers to those persons contracted with by the Contractor for the purpose of performing this contract. This is a public works project and the contractor's and all subcontractors' employees must be provided certain benefits pursuant to Section 1720 et. seq. of the Labor Code, including the payment of prevailing wage rates, if prevailing wage rates have been established by Department of Industrial Relations (DIR). All contractors and subcontractors who bid or work on a public works project must be registered with DIR and pay an annual fee after July 1, 2014. No contractor or subcontractor may be awarded a public works contract after April 1, 2015 unless registered with DIR. The contractor must post all job site notices required by regulation. This project is subject to compliance monitoring and enforcement by DIR.

- 3.2 Wage Related.** Pursuant to Section 1773.2 of the California Labor Code, Reclamation District 784, has on file at its office copies of the prevailing rate of per diem wages for each craft, and classification or type of workman needed to execute the contract, and a copy shall be available to any interested party upon request. The Contractor shall post copies of the prevailing per diem wage rates at the job site during the term of this project. Pursuant to Sections 1774 and 1775 of the Labor Code, the Contractor and any Subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, including holiday and overtime pay, to all workmen employed in the execution of this contract. Failure to so comply will result in a forfeiture of up to \$50 per day per violation (the amount being determined by the labor commissioner), and the obligation to compensate each such employee the difference between the wage actually paid and the prevailing wage applicable to that employee's craft. Contractor shall obtain and post a copy of such prevailing wage rates at the job site. Contractor shall also comply with the provisions of California Labor Code section 1775, including provisions which require Contractor to (a) forfeit as penalty to District not more than \$50 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any work done under this Contract in violation of the provision of the California Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which said worker was paid less than the prevailing wage. Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall also be paid to each workman needed to execute such work if such travel and subsistence payments are set forth in the applicable collective bargaining agreements and filed with the Department of Industrial Relations.
- 3.3 Employment of Apprentices.** Contractor shall comply with, and take such actions as necessary to effectuate, the employment of apprentices as set forth at California Labor Code Sections 1777.5, 1777.6 and 1777.7.
- 3.4 Eight-Hour Day Limitation.**
- 3.4.1** Contractor agrees that 8 hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the Work under this Contract, shall be required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week; provided that subject to California Labor Code section 1815, a worker may perform work in excess of 8 hours per day or 40 hours per week at not less than one and one-half times the basic rate of pay.
- 3.4.2** Except as provided above for overtime, Contractor shall forfeit as penalty to District the sum of \$25 for each worker employed in the execution of this Contract by it or by any subcontractor under it for each calendar day during which such worker is required or permitted to Work more than 8 hours in any one day and 40 hours in any one calendar week in violation of California Labor code sections 1810 through 1815.
- 3.5 Payroll Records.** Contractor and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work, and shall make such payroll record available for inspection, in accordance with the requirements of California Labor Code section 1776. Contractor shall be responsible to ensure compliance with section 1776. A certified copy of those records shall be made available upon request as required by Section 1776, to those persons listed in Section 1776, and on the conditions set forth therein. Failure to comply with these provisions is a misdemeanor, and shall also result in a penalty of \$25.00 per calendar day as set forth in subsection (g).

3.6 **Worker's Compensation Certificate.** Contractor shall sign and date **Attachment A.** (Labor Code §§1860-1861)

3.7 **Bonds.** Due to the emergency nature of this contract and that surety insurers may not be open at the time this contract is executed, whether due to time of day, day of the week, disaster, or holiday, then promptly after execution of this Contract (i.e. within 2 business days), Contractor shall obtain at its sole cost and expense and provide to District a payment or labor and materials bond in the amount of 100% of the amount of this Contract and issued by an admitted surety insurer by the California Department of Insurance. The proper form is attached at the end of this Contract as **Attachment B.** Contractor understands that District is under no obligation to pay Contractor any sum under this contract unless and until this payment or labor and materials bond has been supplied in the proper form to the District. (Civil Code §§ 3247, 3248, 3251). Depending upon the circumstances present at the time of the emergency, District may also require a performance bond for this Work. The proper form is attached at the end of this Contract as **Attachment C.** In the event that the Work is completed or is expected to be completed before the performance bond is obtained, then Contractor shall not be required to obtain this bond, but only upon written confirmation from the District's Representative that the Work has been satisfactorily performed.

3.8 **Labor Compliance Program.** Contractor shall provide all records to the Labor Compliance Program (LCP) operator necessary to demonstrate compliance with applicable sections of the California Labor Code. Such actions may include providing certified payroll records to the LCP operator. Attached as **Attachment D** is a summarized checklist of California Labor Law requirements incorporated into the Labor Compliance Program. Contractor shall sign and date **Attachment D.** (Labor Code § 1771.5).

#### 4. Mandatory Public Contract General Provisions – Payment Related

4.1 If the Work is performed in accordance with this Contract and to the satisfaction of District, District will pay Contractor the sum of \$ \_\_\_\_\_ unless otherwise agreed to in writing by District. It is agreed that all federal, state and local taxes, including but not limited to sales, use, and excise tax that may be imposed on materials or services provided under this proposal are included in the Contract price. No payment, including all progress payments and the final payment, shall be made to Contractor in excess of 90% of the percentage of Work actually completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, District. The 10% not paid shall be withheld by District until final completion and acceptance of the Work. (Public Contract Code § 9203). Contractor may, however, request that in lieu of withholding money, and in accordance with the provisions of California Public Contract Code Section 22300, that securities be substituted to ensure performance under the Contract.

4.2 If payment is to be made by progress payments, then, in accordance with Public Contract Code Section 20104.50, a written payment request from Contractor shall be reviewed by District as soon as practicable in order to determine whether it is proper. If it is determined not to be proper payment request suitable for payment, then District shall return it to Contractor with a written explanation of the deficiencies as soon as practicable, but not later than 7 days after receipt of the payment request. If the District determines the payment request has been properly submitted and is undisputed, District shall make the payment to Contractor within 30 days after receipt of the payment request. If a properly submitted and undisputed payment request is not paid with this 30 day period, then District shall pay interest on the overdue amount to Contractor at the legal rate set forth at California Code of Civil Procedure section 685.010. This subsection shall not apply if District funds are not available for payment of the payment request or if payment is delayed due to an audit inquiry by the financial officer of District.

### 4.3 Claims and Disputes.

- 4.3.1 In the event of a dispute or claim by Contractor for time or money, the following procedures will be used. For the purposes of this subsection, "claim" means a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for Work and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment of which is disputed by the District. (Public Contract Code § 20104).
- 4.3.1.1 The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment.
- 4.3.1.1.1 For claims less than fifty thousand dollars (\$50,000), the District shall respond in writing to a written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the Contractor.
- 4.3.1.1.2 For claims of over fifty thousand dollars (\$50,000) and less than three hundred seventy five thousand dollars (\$375,000), the District shall respond in writing to a written claim within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the Contractor.
- 4.3.1.2 Additional procedures regarding claim and dispute resolution are found at Public Contract Code Sections 20104 to 20104.6.

### 4.4 Final Acceptance and Date of Completion.

- 4.4.1 Whenever Contractor shall deem all Work under this Contract to have been completed, it shall so notify District in writing, and District shall promptly ascertain whether the Work has been satisfactorily completed and, if not, shall advise Contractor in detail and in writing of any additional Work required. When all the provisions of the Contract have been fully complied with to the District, District will accept the Work in writing and make the final payment to Contractor. As a condition of receiving the final payment, Contractor must execute and deliver to District a release in the following form (Civil Code § 3262):

#### **UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

The undersigned contractor has been paid in full for all labor, services, equipment and material furnished to District for the Work (see contract for description) and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the Work, except for the contract retention monies and disputed claims of the nature and in the amount described below. **NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

- 4.4.2 Except for any sum required to be withheld by law or allowed to be held under this Contract, the 10% retention shall be paid 35 days after District's acceptance of the Work. In accordance with California Public Contract Code section 7107(c), in the event of a dispute between the parties, District may withhold from the final payment an amount not to exceed 150% of the disputed amount.

4.4.3 No progress or final payment shall be considered or construed to be an approval or acceptance of any Work, materials or equipment, or a waiver of any breach or default. Estimated amounts and values of Work done and materials and equipment incorporated into the Work will be conformed with actual amounts and values as they become available in subsequent progress payments and the final payment. All payments will be subject to correction in subsequent progress payments and the final payment.

5. **Mandatory Public Contract General Provisions – Contractors’ State License Board Regulation-Related**

5.1 **Licensing Requirement.** Contractor shall hold such licenses as may be required by applicable laws for and during the performance of the Work, and shall have the following classification of state contractor’s license for the Work: \_\_\_\_\_.

5.2 **Contractor’s License Notice.**

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY CONTRACTORS’ STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS’ STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.**

6. **Mandatory Public Contract General Provisions – Bid/Subcontractor-Related Protections**

6.1 **Subcontractors:**

6.1.1 In the District Representative’s discretion, subcontractors may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the prosecution of the work and without injury to the District’s interests. The re-subletting of work by a subcontractor shall be subject to the same limitations as an original subletting. Each subcontractor shall be properly licensed for the type of work which he is to perform and shall meet any other experience requirements of the Specifications.

6.1.2 A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of each subcontract), shall be filed promptly with the District Representative upon the District Representative’s request. Each subcontract shall contain a reference to the Agreement between the District and the Contractor, and the terms of that Agreement shall be made a part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for annulment of same by the Contractor upon written order of the District Representative, if, in the District Representative’s opinion, the subcontractor fails to comply with the requirements of the prime Contract insofar as the same may be applicable to this work (Public Contract Code § 4100 et seq).

6.1.3 The Contractor shall be responsible to the District and the District Representative for the acts and omissions of his subcontractor and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Section shall create any contractual relationship between any subcontractor and the District or the District Representative, or relieve the Contractor of any liability or obligation under the prime Contract.

6.1.4 The Contractor is prohibited from performing Work under this Contract with a subcontractor who is ineligible to perform work on public works projects pursuant to Section 1777.1 or 1777.7 of the Labor Code (Public Contract Code § 6109).

6.2 **Assignment of Anti-Trust Claims.** In entering into this Contract, Contractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have

under section 4 of the Clayton Act (15 U.S. Code, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the California Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract. The assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties (Public Contract Code § 7103.5).

7. **Other General Public Contract Provisions**

- 7.1 **Compliance with Laws.** Contractor shall inform itself of, and shall comply with, all federal, state and local laws, statutes, regulations and ordinances applicable to the performance of the Work.
- 7.2 **Authority of District's Representative.** \_\_\_\_\_ ("District's Representative") is the representative of District for purposes of this Contract and has full authority to interpret the Contract, to conduct the construction review and inspection of Contractor's performance, and to decide questions which arise during the course of the Work; and his/her decisions on these matters shall be final and conclusive. The District's Representative has the authority to reject all Work and materials which do not conform to the Contract, and has the authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The District's Representative's right and authority is limited to rejection of unsatisfactory Work or methods. District and the District's Representative do not bear any responsibility for Contractor's safety practices or procedures. Any order given by the District's Representative, not otherwise required by the Contract to be in writing shall, on request of Contractor, be given or confirmed by the District's Representative in writing. Whenever Work, methods of procedure, or any other matters are made subject to direction or approval of District, such direction or approval will be given by the District's Representative.
- 7.3 **Contractor's Understanding.** Contractor acknowledges that it has satisfied itself as to the nature and location of the job site; the ground, character, quality and quantity of the materials and conditions to be encountered, including subsoil conditions, if applicable; the character and amount of labor, equipment, supplies and materials needed preliminary to and during the performance of the Work; and all other matters which can in any way affect the Work under this Contract. Contractor further acknowledges that neither District nor the District's Representative have made any representations whatsoever concerning job site conditions, except for such representations that may have been made in writing in the Contract.
- 7.4 **Changes in the Work.** District may, at any time, by written change order make changes in the Work, or extend the time to complete the Work, as deemed necessary by District. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of the Contract, there shall be an equitable adjustment in the Contract price. The price adjustment shall be determined by one of the following methods in the order of precedence listed:
- 7.4.1 Mutually agreed-upon lump sum or unit price adjustment.
- 7.4.2 Contractor's actual cost of labor (wages and benefits), materials (actual purchase price, sales tax, freight & delivery) and equipment/tools (at actual or fair/prevailing rental rates) directly engaged in the performance of the extra work plus 15% mark-up for overhead and profit. For price adjustments under this section, Contractor shall provide to District an itemized breakdown of the quantities and prices used in the extra work, and it shall make available all source documents, including payroll records, invoices, purchase orders, contracts and lease agreements.
- 7.5 **Guarantee.**

- 7.5.1 Contractor guarantees all materials and workmanship furnished under this Contract, and agrees to repair replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective, the improper quality or quantity, or improperly installed.
- 7.5.2 In the event of failure to comply with the above stated conditions within a reasonable time, District is authorized to have the defect repaired or replaced and made good at the expense of Contractor who will pay these costs and charges immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.
- 7.5.3 The signing of the Contract by Contractor shall constitute execution of this guarantee. This guarantee shall remain in effect for one year from the date of District's acceptance of the Work.
- 7.6 **Suspension of Work.** District may suspend the Work wholly or in part, for such period as District may deem necessary, due to unsuitable weather or to any other conditions District considers unfavorable for the suitable performance of the Work, including the improper performance of the Work by Contractor. Contractor shall immediately comply with such written order of District to suspend the Work wholly or in part and shall be paid for the Work performed to the date of suspension, except for improperly performed Work. The suspended Work shall be resumed only when ordered by District.
- 7.7 **Termination.**
- 7.7.1 This Contract may be terminated at any time by District by giving 10 days advance written notice to Contractor. In the event of such termination, Contractor is to be compensated for actual Work performed to the date of termination as calculated by District based on the Contract price and payment provisions above.
- 7.7.2 If the contract is terminated by District because of Contractor's failure to do the Work with such diligence as will ensure the completion of the work within the time specified in the contract, then District may take over the Work and pursue the same to completion by using another contractor or any other method District deems expedient. In this event, District may also take possession and control of, and utilized in completing the Work, any and all materials, supplies, tools and equipment delivered to the site of the Work by Contractor or by its suppliers or subcontractors. The materials, supplies, tools and equipment remaining after completion of the Work shall be returned to Contractor.
- 7.8 **Labor Discrimination.** Contractor agrees to comply with section 1735 of the California Labor Code, which prohibits discrimination in the employment of persons upon public works because of their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940. The Contractor agrees that he will comply with all applicable local, state and federal laws pertaining to equal employment opportunity.
- 7.9 **Superintendence.** Contractor shall designate in writing before starting Work an individual as authorized representative who shall have the authority to represent and act for Contractor. This authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to the District's Representative shall be made for any emergency work which may be required.
- 7.10 **Inspection and Testing of Work.**

- 7.10.1 Unless otherwise provided, all equipment, supplies, materials, and Work shall be subject to inspection and testing by the District's Representative. The District's Representative will observe the progress and quality of the Work and determine, in general, if the Work is proceeding in accordance with the Contract. The District's Representative shall not be required to make comprehensive or continuous inspections to check the quality of the Work, and he shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. Observations, inspections or testing by the District's Representative shall not relieve Contractor of its obligation to conduct comprehensive inspections of the Work and to furnish proper materials, labor, equipment and tools, and perform acceptable Work, and to provide adequate safety precautions, in conformity with the Contract.
- 7.10.2 If, after any inspection or testing by the District's Representative, any of the Work is found to be unacceptable, defective or nonconforming, then Contractor at its sole cost and expense shall replace or repair the Work to the satisfaction of the District's Representative. If any Work required to be tested or inspected was installed, covered, or buried without inspection or testing, then, upon request by the District's Representative, Contractor shall at its sole cost and expense remove or uncover the Work such that it may be inspected or tested, and replace the Work after completion of the inspection or testing. District may cause the unacceptable, defective or nonconforming Work to be remedied, removed, or replaced, and may deduct the costs therefor from any monies due or to become due Contractor.
- 7.11 **Character of Workers.** If any employee of Contractor or any of its subcontractors shall be incompetent or act in a disorderly or improper manner, he or she shall be removed from the project Work immediately, and such person shall not again be employed on the Work. Such discharge shall not be the basis for any claim for compensation or damages against District, or any of its officers or agents.
- 7.12 **Trade Names and Alternatives.** For convenience in designation in the Contract, certain articles or materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, so long as Contractor shows to the satisfaction of District that the quality and suitability of the alternative(s) is acceptable.
- 7.13 **Protection of Work and Safety.**
- 7.13.1 Contractor shall be responsible for the care of all Work until its completion and final acceptance by District; and it shall at its own expense replace damaged or lost materials or supplies and repair damaged parts of the Work. However, if, in the judgment of the District Representative, any part of the Work performed by the Contractor is damaged which is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the Work, the Contractor will make the necessary repairs as ordered by the District Representative and full compensation for such repairs will be made at the applicable Contract unit or lump sum prices as fixed and established in the Contract. If, in the opinion of the District Representative, there are no Contract or lump sum prices applicable to any part of such work an equitable adjustment pursuant to Section 9.3 of the Contract, will be made as full compensation for the repairs of that part of the work. Except as herein provided, Contractor shall repair, at Contractor's expense, all damage proximately caused by Contractor to all Work (including temporary construction), utilities, materials and equipment to the satisfaction of the District Representative.
- 7.13.2 Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the Work. This



requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal, state, and local laws, ordinances, and codes. Contractor shall carefully instruct all personnel as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property.

- 7.13.3 The work of the District's Representative in conducting construction review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or safety measures, in, on, or near the job site.

**7.14 Protection of Persons and Property.**

- 7.14.1 Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, pipelines, conduits, trees, shrubbery, fences, signs, mailboxes, driveways, sidewalks, gutters, streets, parking lots or other pavement, levees or embankments, survey markers and monuments, buildings, structures, District's property, adjacent property, and any other improvements or facilities within or adjacent to the job site. If such improvements or property are damaged or destroyed by reason of Contractor's operations, they shall be replaced or restored, at Contractor's sole cost and expense, to a condition at least as good as the condition they were in prior to the start of Contractor's Work under this Contract. Contractor waives all rights it may have against District and shall be solely responsible for loss of or damage to Contractor's property during performance of the Work.

- 7.14.2 Depending upon the location, urgency and scope of the emergency, roads near the Work site may be closed. If a public road is involved, Caltrans and the State Highway Patrol should be responsible for diverting traffic from the Work site. In any event however, Contractor shall adopt all practical means to minimize interference to traffic, discomfort or damage as circumstances warrant. All obstructions to traffic shall be guarded by illuminated barriers. For any Work on, adjacent to, or interfering with any street, the conditions and limitations applicable to such construction work shall be determined by those public agencies or other entities responsible for maintenance of the affected street. Contractor shall determine the nature and extent of all such requirements, and shall comply with all permit and other requirements. As required at any street crossing, Contractor shall provide all necessary flag persons, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours.

- 7.15 **Rights of Way.** The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline, any telephone, telegraph, or electric transmission line, fence, or any other structure, nor enter upon the rights-of-way involved until notified by the District's Representative that the District has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of his intention to begin work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same.

**7.16 Insurance.**

- 7.16.1 Contractor at its sole cost and expense shall procure and maintain for the duration of this Contract the following types and limits of insurance:

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
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General liability	\$2,000,000 per occurrence	at least as broad as ISO occurrence form CG 00 01 11 88
Automobile liability	\$1,000,000 per occurrence	at least as broad as ISO CA 00 01 06 92 (code 1, any auto)
Workers Comp.	Statutory limits	
Employers' liability	\$1,000,000	

**7.16.2** The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers, and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall be primary and shall apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance, if any, shall be excess and shall not contribute with Contractor's insurance. The workers' compensation policy shall be endorsed to include a waiver of subrogation against District, its officers, employees and agents. Coverage shall include all work covered under the U.S. Longshoreman's and Harbor Workers' Compensation Act and Jones Act, if applicable.

**7.16.3** Insurance is to be placed with insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District.

**7.16.4** Prior to commencing the Work, Contractor shall provide to District original endorsements or certificates of insurance, in a form acceptable to District, evidencing this insurance. Failure to obtain this insurance in this manner shall make Contractor fully financially responsible for all work covered under this contract.

**7.16.5** Contractor agrees to comply with the California Labor Code Sections 1861 and 3700, which require every employee to be insured against liability of workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and will comply with such provisions before commencing the performance of the Work of this Contract.

**7.17 Indemnification.** Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, trustees, employees, engineer, agents, volunteers, and independent contractors, from any and all liability, penalties, costs or expenses (including attorney's fees), losses, damages, expenses, causes of action, proceedings, claims or judgments of every nature arising out of or in connection with Contractor's performance of Work under this Contract, or by its employees, subcontractors, agents, consultants, or anyone employed directly or indirectly by any of the foregoing, except where caused by the active negligence, sole negligence or willful misconduct of District.

**7.18 Right to Withhold Payments.**

**7.18.1** In addition to all other rights and remedies of District provided by law and this Contract, District may withhold the whole or any part of any progress or final payment to such extent as may reasonably be necessary to protect District from loss on account of:

**7.18.1.1** Unacceptable, defective or nonconforming Work not remedied;

**7.18.1.2** Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to, claims under the California Labor Code or the public works stop notice provisions in the California Civil Code;

**7.18.1.3** Failure of Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or supplies;

**7.18.1.4** A reasonable doubt that the Work can be completed for the balance then unearned;

- 7.18.1.5 Failure of Contractor to clean up the job site, repair or replace damaged or affected improvements or property; or
- 7.18.1.6 Damage to Work or property.
- 7.18.2 Whenever District withholds any monies pursuant to this paragraph, written notice of the amount withheld and the reasons therefor will be given to Contractor. After Contractor has corrected the enumerated deficiencies to the satisfaction of District, District will promptly pay to Contractor the amount so withheld. When monies are withheld to protect District against claims or liens under the public works stop notice provisions of the California Civil Code, District may at its discretion permit Contractor to deliver a surety bond in terms and amount satisfactory to District, indemnifying District against any loss or expense, and upon acceptance thereof by District, District shall release to Contractor monies so withheld.
- 7.19 **Waiver of Interest.** District shall have no obligation to pay and Contractor hereby waives the right to recover interest with regard to monies which District is required to withhold by reason of judgment, order, statute or judicial process, or may withhold pursuant to the provision of this Contract.
- 7.20 **Integration.** This Contract constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Contract, except those other documents that are expressly referenced in the Contract.
- 7.21 **Independent Contractor.** The relationship between District and Contractor is that of an independent contractor; and all persons hired or employed by Contractor shall be Contractor's employees, agents or subcontractors.
- 7.22 **Environmental Litigation.** If the performance of all or any part of the Work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the District Representative, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this Contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this Contract, such suspension, delay, or interruption shall be considered as if ordered by the District Representative in the administration of this Contract under the terms of the "Suspension of Work," Section 7.6 of the Contract. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment in Contractor's favor shall be made for any increase in the cost of performance of this Contract (excluding profit) as provided in that Section, subject to all the provisions thereof.
- 7.22.1 The term "environmental litigation," as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the District has not duly considered, either substantively or procedurally, the effect of the work on the environment.
- 7.23 **Attorney's Fees.** In the event that either party commences arbitration or litigation proceedings against the other party to enforce or interpret any provision of this Contract, the prevailing party in such proceeding shall be entitled to recover from the other party its court costs, reasonable attorney, expert witness and consultant fees, and litigation costs paid or owing as a result of such proceeding.
- 7.24 **Waiver; Remedies.** Any waiver at any time by either party of its rights with respect to a breach or default or any other matter arising in connection with this Contract shall not be deemed to be a waiver with respect to any other breach, default or matter. The rights and remedies provided in this Contract are in addition to any of the rights and remedies provided by law.

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

7.26 **Liquidated Damages.** There are no liquidated damages under this Contract.

7.27 **Binding on Successors.** This Contract shall bind and inure to the benefit of the heirs, successors, assigns, and successor companies of the parties; however, Contractor shall not assign or transfer any rights, obligations or interest in the Contract without the prior written consent of District.

7.28 **Notices.** Any notice, demand, invoice or other communication required or permitted to be given under this Contract shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

District: Reclamation District 784  
1594 Broadway  
Arboga, CA 95961

Contractor: \_\_\_\_\_

AND

Reclamation District 784  
c/o Sean Minard  
MHM Incorporated  
1204 E Street  
P.O. Box B  
Marysville, CA 95901-0053

Any party may change its address by notifying the other party in writing of the change of address. This Contract is entered into and executed on the day and year first above written.

DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
President/Chair

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [name]  
\_\_\_\_\_ [title]

ATTACHMENT A

**WORKERS COMPENSATION CERTIFICATE**

I, \_\_\_\_\_, of \_\_\_\_\_,  
am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against  
liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code,  
and I will comply with such provisions before commencing the performance of the work of this contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: \_\_\_\_\_.

Date: \_\_\_\_\_, 20 \_\_, at \_\_\_\_\_.

ATTACHMENT B

PAYMENT BOND

KNOW ALL BY THESE PRESENTS,

THAT, WHEREAS, Reclamation District 784, hereinafter designated as the "District," has awarded to \_\_\_\_\_ hereinafter designated as the "Contractor" a Contract for the work described as follows:

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

WHEREAS, the Contractor is required by the Contract and by Section 3247 of the Civil Code to furnish a Bond in connection with the Contract, as hereinafter set forth.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the District in the sum of \$ \_\_\_\_\_ said sum being not less than one hundred percent (100%) of the total Contract amount payable by the District, under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, his, her, or its heirs, executors, administrators, successors, assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any of the persons named in Civil Code Section 3181, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Civil Code Section 3247-3252, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this Bond, the Surety will pay a reasonable attorney's fee to the prevailing party to be fixed by the Court.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this Bond. And the Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(seal)  
By, \_\_\_\_\_ (Contractor as Principal)

(seal)  
By, \_\_\_\_\_ (Surety)

NOTE: Date of BOND shall not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners shall execute BOND.

ATTACHMENT C

**FAITHFUL PERFORMANCE BOND**

KNOW ALL BY THESE PRESENTS,

THAT, WHEREAS, Reclamation District 784, hereinafter designated as the "District," entered into a Contract dated \_\_\_\_\_, 20\_\_, with \_\_\_\_\_, hereinafter designated as the "Contractor" for the work described as follows:

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

WHEREAS, the Contractor is required under terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_ (corporate surety), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, shall be liable to the District in the penal sum of \$\_\_\_\_\_, lawful money of the United States, said sum being not less than one hundred percent (100%) of the total Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, his, her, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract and any alterations thereof made as therein provided, on his, her, or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the recording of the Notice of Completion, during which time if the Contractor, his, her, or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, repair or make replacements to the satisfaction of the District or totally protect the District from loss or damage made evident during period of one (1) year from the date of recording of the Notice of Completion, and resulting from or caused by defective materials or faulty workmanship of the Contractor's or subcontractor's in the prosecution of the work done, the monies available through this Bond shall be used to indemnify the District. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the



work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event the District brings suit upon this bond and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including, but not limited to administrative and consultant costs, and reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(seal)

By, \_\_\_\_\_ (Contractor as Principal)

(seal)

By, \_\_\_\_\_ (Surety)

NOTE: Date of BOND shall not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners shall execute BOND.

**ATTACHMENT D**

Checklist of Labor Law Requirements to Review Pursuant to CCR Section 16421, with required Certification. The federal and state labor law requirements applicable to the contract are composed of but not limited to the following items:

(1) The contractor's duty to pay prevailing wages under *Labor Code Section 1770* et seq., should the project exceed the exemption amounts;

(2) The contractor's duty to employ registered apprentices on the public works project under *Labor Code Section 1777.5*;

(3) The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under *Labor Code Sections 1775* and *1777.7*;

(4) The requirement to keep and submit copies upon request of certified payroll records under *Labor Code Section 1776*, and penalties for failure to do so under *Labor Code Section 1776(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 \_\_\_\_\_.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Print name of person signing and company

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

## **ATTACHMENT 7: ENGINEER'S LEVEE THREAT ASSESSMENT (ELTA)**

A copy of a likely ELTA is on the following page. Please contact the FOC to receive the most updated version at the time of the event.

## **ATTACHMENT 8: YUBA-SUTTER FLOOD FIGHT COALITION CONTRACTS**

If the event flood fight supplies are needed, the District must:

1. First exhaust district resources;
2. Once district resources have been exhausted, contact Yuba County OES and request supplies via email;
3. If County is unable to meet mutual-aid requests, District will contact DWR's Sutter Maintenance Yard for supply requests via email and phone call; and finally
4. If access is lost to the Sutter Maintenance Yard, then RD10 may contact RD784 to request access to Yuba-Sutter Flood Fight Coalition supplies that are staged in areas that remain accessible.

The following contracts have been established between RD784 on behalf of the Yuba-Sutter Flood Fight Coalition. The contracts are vigilant for three years from 2017.

Maintenance and Projects CompletedUnit 1

1. Pre-Storm checks around all urban levee units.
2. Set and paint blocks at Cal Trans double gates, 70 Bridge (East side).
3. Hwy 70 bridge cleaning (15 bags of trash).

Unit 2A

1. Pre-Storm checks around all urban levee units.
2. W/S and L/S LM 0.00-5.56 woody vegetation abatement and sheep depression corrections.
3. LM 1.00 – LM 2.50 debris removal and sucker tree cutting.

Unit 2B

1. Pump Station #2
  - Backup generator exercised on 9/6 and 9/23.
  - 9/19, emergency run time for PG&E power outage.
  - Annual pump station servicing completed.
  - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
  - Trash rack debris removal.
  - Spray for wasps.
2. V ditch vegetation abatement completion.
3. LM 9.00- 11.0 sheep depression repair.

Unit 3A

1. PS #6
  - Backup generators exercised on 9/6 and 9/23.
  - Annual pump station servicing completed.
  - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
  - Spray for wasps.
2. Trash rack debris removal.
3. W/S and L/S cut sucker trees, vegetation abatement and sheep depressions.

Unit 4

1. Pre-Storm checks around all urban levee units.
2. LM 5.80 vegetation abatement.
3. LM 0.50- 1.60 L/S vegetation abatement of slope.
4. LM 4.00- 5.50 L/S drag slope.
5. LM 4.00- 5.58 vegetation abatement of crowns.
6. WPIC L/S slope vegetation abatement.

Units 3B/ 5 / 6 (Horseshoe Levee)

1. Pre-Storm checks around all rural levee units and checked all waterside flap gates.

2. Repair sheep depression repair throughout 3B/5/6.
3. Unit 3B LM 4.00 and 4.01 blackberry vegetation abatement.

#### Unit 7

1. Pre-Storm checks around all urban levee units.

#### Unit 8

1. Pre-Storm checks around all urban levee units.
2. V ditch vegetation abatement completion.
3. L/S tractor mowing flats.
4. Tractor mowing south pond.
5. LM 0.00-1.00 sheep depression repair.

#### Unit 9

1. Pump Station #3
  - The backup diesel generator was exercised on 9/6 and 9/23.
  - 9/19, emergency run time for PG&E power outage.
  - Annual pump station servicing completed.
  - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
  - Generator batteries replaced by Valley Power.
  - Spray for wasps.
2. LM L/S 0.60 set blocks.
3. LM L/S 1.10 set blocks.
4. Murphy Rd. debris removal.
5. LM 5.00-5.50 W/S and L/S sheep depression repair.
6. Murphy Rd. Move blocks for grazing contractor.
7. LM 1.00-2.50 debris removal.

#### Goldfields 200-year

1. Brophy road debris removal ½ dump trailer.

#### Drainage Laterals and Detention Basins

1. Chestnut Basin sucker tree cutting and haul off.
2. Lateral 15 (S) sucker tree cutting.
3. Mall ditch vegetation abatement.
4. Mall ditch debris removal.
5. River Oaks Detention Basin out fall tree removal from Lateral 15 (S) access road.
6. Pond 16 Miki's gate sucker tree cutting.
7. Chestnut basin mowing
8. Cal Trans Basin vegetation abatement and sucker tree removal.
9. Lateral 15 (S) trash rack debris removal.
10. Lateral 16 (River Oaks Blvd) culvert vegetation abatement.
11. PS 5 vault cleaning after first rain.

### Shop, Office, Fleet Vehicles, and Equipment

- Shop generator was exercised on 9/6 and 9/23.
  - 9/19, emergency run time for PG&E power outage.
1. Deep cleaning of the Shop, office, and equipment to further prevent any potential exposure to COVID-19.
  2. 2014 truck service (oil and filter).
  3. Grout pump taillight replacement.
  4. Shop and yard vegetation abatement.

### Safety / Training

1. Administered weekly safety meetings and misc. SDS sheet reviews.
2. COVID Protection Plan training.

### Miscellaneous

1. Regularly checked and looked for damages or issues around the district including all RD784 Pump Stations, Levee Units, Olivehurst Pump Station, and Yuba College Flood Fight Coalition supplies storage site.
2. Olivehurst Pump Station vegetation abatement.
3. Annual pump maintenance.
4. Regional Flood Fight Coalition inventory completed.
5. District flood fight supplies inventory completed.

# Administrative Assistant Monthly Report

October 4, 2022

## Accounting:

1. Budget Update
2. Reconciliations
3. AP Reports and Check Processing for Vendors & Clients
4. Payroll Calculations and Submittal and JOB Costing
5. Checks, Warrants and Deposits
6. Green Sheet Reconciliations with Angela @ County – Ongoing
7. Board Packets – Monthly Board Meeting – Assembling and Attendance
8. Reimbursement Program for Developers and TRLIA - Tracking and Meetings
9. QuickBooks Assessment Tracking Transition – Ongoing

## Clerical/Office:

1. Impact Fees & Plan Check Fees
  - A. 1120 Murphy Road – Kyle Trull
  - B. 1142 JewelFlower Street – Robert Love
  - C. Linda Commons - New Faze Advisors
  - D. Costco 6000 Lindhurst Ave – Kimley Horn
  - E. 5550 Alicia Ave – Forrest Miller
  - F. Hallwood Side Channel Floodplain Restoration Project
  - G. JAS Land Fund – Encroachment Permit Leak 8 Plumas Lake
2. Permit Clearance Request Sign Offs
  - A. Lennar – River Oaks North Village 1 and 2
  - B. Richmond Homes – Thoroughbred Acres
  - C. KB Homes – Cobblestone Phase 4
  - D. MHP Builders – Riverside Meadows

## Human Resources:

1. GSRMA Application – RMAP Program – Research, Compile and Submit in Feb 23
2. GSRMA Loss Prevention Subsidy Fund Application -Flood Fight Class – Approved
3. ACWA/JPIA Health Insurance - Open Enrollment – October/2022

## Contract Management:

1. 2021-2022 FMAP Grant
2. 2022-2023 FMAP Grant
3. YWA District Boundary Grant – Submitted 2nd Invoice Received Payment – On-Going
4. YWA/DWR IRWMP Grant Preparation – Received Payment – On-Going
5. TRLIA Goldfields – Maintenance Billing - On-Going
6. Olivehurst Pump Station – Maintenance Billing – On-Going
7. Chestnut Pond Watershed Improvements – Billing – On-Going

## Regulatory Compliance:

1. Managing PWC 100 projects
2. Conflict of Interest Code Reporting – Submitted to the BOS
3. Creating and Managing the Flood Fight Flyers and Attendance for the Nov. 30, 2022  
Flood Fight Training Course at Plumas Lake Golf & Country Club



**Contacts:**

Angela Yanez @ Yuba County – YCDS, Mark Fowler @ Atteberry Searle, Caroline @ Paychex, Jesse Barton @ Gallery & Barton, Sean Minard @ MHM, Jolie Turk @ YC Treasurer, Jason Little @ DWR, Brian Edinger @ GSRMA, Patrick Soper @ LWA, Eric & Jacob @ Alliant Networking, Jennifer Jensen @ Auditor's, Kyle Close – Permit Runner, Russ Powell @ EPS, and Megan Jonsson @ LWA.

**Administration:**

1. Meetings: 08/31 TRLIA projects meeting, 09/06 RD784 Board Meeting, 09/12 EPS reimbursement/credit tables updates, 09/12 FR RFMP Steering Committee, 09/14 County Public Information Committee meeting, 09/21 CCVFCA, 09/21 Utility Pole Encroachment Relocations (State notice to comply case #15574), 9/23 CVFPB Meeting, 09/27 YWA Remote Levee Assessment Pilot Project Discussion, 09/28 Utility Encroachment Relocations (case #15574 again), 09/28 ACWA JPIA Board meeting, Project Follow-Ups with MHM, Staff meetings, and Rotary.
2. Approved employee time off requests and task scheduling.
3. Plan Reviews/Impact Fee Program:
  - A. Rio-Del Oro Villages 17-20 (Lennar)
  - B. Northpointe Village 1 (Lennar)
  - C. County Application Routing – Early Consultation - Linda Commons, Tentative Subdivision Tract Map 2021-0012.
  - D. County Application Routing – Early Consultation - Car wash at 1418 N Beale Rd.
  - E. Hallwood Side Channel Project Phase 4 (Central Valley Flood Protection Board permit application review).
  - F. Manufactured Home - 5550 Alicia Avenue.
  - G. Costco Wholesale – 6000 Lindhurst Avenue.
  - H. Trull RV & Boat Storage – 4131 Hazel St.

**Projects:**

1. 2022-23 DWR Flood Maintenance Assistance Grant Application – In review with CEQA committee.
2. Lindhurst Avenue/ Chestnut Pond drainage improvements (County Project).
3. Pump Station 6 north generator 2 main circuit breaker handle replacement. North generator currently off-line but the south generator is on-line and will continue to provide back-up power if needed until repairs on the north generator are completed.
4. Sonitrol Security 5G network upgrades.

**Regulatory Compliance:**

1. Monthly pesticide spray use report submitted on-line to the County.
2. Weekly Safety Meetings.

**Announcements/Updates:**

1. The District will be participating in the Yuba County OES Be Prepared Fair on October 20, 2022 from 5:30PM – 7:30PM across from Linda Fire Station #1 at 6000 Lindhurst Ave.
2. The District became an official member of ACWA on September 23, 2022 and was also accepted into the ACWA JPIA Health Benefits program on September 28, 2022.
3. The GSRMA annual training conference in Corning, CA will be on October 20 and 21. Class sessions will include: Workman's comp claims process, cyber risk, employee discipline process, and more. Staff will be attending. If any trustees wish to attend, please contact Kim Ford who will assist with registration.
4. Annual Regional flood fight training is scheduled for Wednesday, November 30, 2022 at the Plumas Lake Golf Course. Contact Kim Ford to register.

<b>BOARD MEETING MINUTES</b>	<b>RECLAMATION DISTRICT 784</b>
------------------------------	---------------------------------

1594 Broadway Street  
Arboga, CA 95961-8821

**Meeting Description:** Reclamation District No. 784 Board of Trustee’s Board Meeting  
**Due to COVID-19 Pandemic this Meeting was held Via Teleconference and in Person**

**Date:** September 6, 2022 **Time:** 10:00am **Location:** Reclamation District 784 Office

Scheduled Time			Actual Time		
Start	Stop	Total Hours	Start	Stop	Total Hours
10:00am	12:30pm	2.5 Hrs.	10:04am	11:13am	1 Hr 9 Min

**1. Call to Order**

**A. Roll Call: Board President - Rick Brown - Present, Trustee - Joe Danna - Present, Board Vice-President - David Read - Present, Trustee - Sarbdeep Atwal - Present, Trustee - Jared Hastey - Present, Board Secretary - Patrick Meagher - Present, Deputy Board Secretary - Kimberly Ford, Present, Field Superintendent - Jess McLaughlin - Present, Attorney - Jesse Barton, Present and Engineer - Sean Minard -Present.**

**2. Open Session:**

**3. Public Communication: Any person may speak on any topic provided it is within the jurisdiction of the Reclamation District 784. If a person wishes to speak on any agenda item in particular, that person may speak now, or if that person wishes to withhold comment until Board consideration of the item, please inform the Board at this time what agenda item the speaker wishes to address and the Board will solicit additional comment when that agenda item is called. The time allotted for receiving public comment will be limited to no more than five minutes per each individual or group.**

**Consent Items:**

**4. Approve Board Meeting Minutes –**  
Jared Hastey moved to approve the Board Meeting Minutes. Joe Danna seconded the motion. Motion Carried. **Vote: 4 Ayes (Brown, Read, Danna, and Hastey), 0 Nays, 1 Absent (Atwal), and 0 Abstain.**

**5. Approve Checks and Warrants –**  
Jared Hastey moved to approve the Board Meeting Minutes. Joe Danna seconded the motion. Motion Carried. **Vote: 4 Ayes (Brown, Read, Danna, and Hastey), 0 Nays, 1 Absent (Atwal), and 0 Abstain.**

**Persons Attending**

- 1. Rick Brown – RD784 Board President**
- 2. David Read – RD784 Board Vice-President**
- 3. Joe Danna – RD784 Board Trustee**
- 4. Jared Hastey – RD784 Board Trustee**
- 5. Sarbdeep Atwal – Board Trustee – Late Arrival 10:08am**
- 6. Patrick Meagher – RD784 Secretary of the Board**

<b>7. Kimberly Ford – RD784 Deputy Secretary of the Board</b>
<b>8. Jess McLaughlin – RD784 Field Superintendent</b>
<b>9. Sean Minard – RD784 Engineer – Late Arrival Via Zoom – 10:06am</b>
<b>10. Jesse Barton – RD784 Attorney</b>
<b>11. Nick Johnson – Landowner Design Consultant</b>
<b>12. Kyle Trull - Landowner</b>
<b><i>Items for Discussion and Possible Actions:</i></b>
<p><b>6. Board to Receive an Update on Unauthorized Site Improvements at 1120 Murphy Road –</b></p> <p>At the August 2, 2022 meeting, the Board provided staff direction to give the landowner until the September 6, 2022 Board meeting to respond to the District with an update on how they plan to resolve the issue of covering over 3 acres of land without paying drainage impact fees. Mr. Nick Johnson, the designer, and Mr. Kyle Trull, the landowner updated the Board by letting them know they would be submitting the plans and paying the RD784 plan check fees.</p>
<p><b>7. Board to Receive an Update on Planned Outfall Pipe Repairs at Pump Station No. 3 –</b></p> <p>Background: It was explained during the April 5 Board meeting that final 2020 urban pipe inspection report revealed one major defect in discharge line #3 at pump station #3. The defect was identified as a <i>joint separation medium</i> and should be repaired as soon as practical. MHM recommends slip lining the pipe to resolve the defect rather than excavating and removing a section of pipe from the levee. MHM will submit a request to the CVFPB to allow the slip lining repair to be completed under the premise of maintenance, rather than construction which would eliminate the need for an actual permit. The estimated cost is approximately \$200,000 and is planned to be funded by the DWR FMAP grant program. Pump Station 3 remains in full operation while MHM continues to procure a repair plan and approval from the CVFPB. The estimated start date will be sometime in spring/summer 2023.</p>
<p><b>8. Board to Consider Taking Over Sonitrol Remote Security Camera Systems –</b></p> <p>District currently pays for monthly security video verification services for the office/shop and pump stations 2, 3, 6, and 10. Several years ago, TRLIA paid Sonitrol to install and set-up “Point-Tilt-Zoom” (PTZ) cameras at pump station 3 and another near the toe of the levee at Star Bend. PTZ cameras enable the operator to move the camera and record footage, all from a computer or hand-held device. TRLIA no longer desires to pay for this service. The District currently pays approximately \$1,430.00 per month for regular video services which includes notifications by a live dispatcher if trouble is sensed. If the District takes over the PTZ cameras, the monthly fee will be \$175.00 each (\$350.00 for both). The annual fiscal impact would be an additional \$4,200.00. Jared Hastey moved to approve the take over of the Sonitrol Remote Security Camera Systems at Pump Station 3 and at the toe of the levee, at Star Bend. David Read seconded the motion. Motion Carried. <b>Vote: 5 Ayes (Brown, Read, Danna, Hastey, and Atwal), 0 Nays, 0 Absent, and 0 Abstain.</b></p>
<p><b>9. Board to Receive Information on Exemptions form the Drainage Impact Fee Program and Consider Extending Time Limits for Demolished Structures –</b></p> <p>When a project in the older part of the District is in the plan review stages, landowners have been allowed in the past to submit proof of pre-existing structures or other</p>

impervious surfaces to be applied as credit toward the drainage impact fee calculation. A landowner recently submitted plans to construct a duplex on a parcel where a structure was demolished in 2011 and also requested credit for the demolished structure. After doing some research it was discovered in Addendum 1 in the February 4, 2013 Drainage Impact Fee Nexus Study that any exemptions or reductions in the fees will be based on the District's independent analysis and review of the subject property and that any structure replaced or reconstructed on the same parcel within 2 years of a structure being demolished shall be exempt from drainage impact fees. Staff is seeking direction to either stay with the 2-year limit or if the Board would like to consider extending the limit. The Board agreed to keep the 2-year limit the same.

***10. Board to Consider Approving ACWA JPIA Health Benefit Premiums for 2023 –***

The ACWA JPIA benefit premiums for 2023 were received by the Board. The District has received contingent approval to join the ACWA JPIA benefits program. It is anticipated the District will receive final approval after the September 23 ACWA Board meeting and September 28 ACWA JPIA Executive Committee meeting. Sarbdeep Atwal moved to approve the ACWA JPIA benefit premiums for 2023 as outlined in the health and ancillary benefits spreadsheet that was presented to the Board, including the recommended increase of monthly HSA payments to \$150.00 (for employee only) and \$300.00 (for employee + 1 or more) for employees who choose the Anthem Blue Cross Consumer Driven Health Plan (High Deductible Plan) over the Classic PPO Plan which is also offered. Jared Hastey seconded the motion. Motion Carried. **Vote: 5 Ayes (Brown, Read, Danna, Hastey, and Atwal), 0 Nays, 0 Absent, and 0 Abstain.**

***11. Board to Consider Approving the Updated District Employee Handbook –***

One of ACWA JPIA's required conditions for joining the health benefits program is to update the District's handbook sections pertaining to benefits by implementing specific language as advised by the JPIA benefits specialist, such as providing examples of eligible employees, dependents, how benefits will be paid while on protected leave, explaining how COBRA benefits will be offered upon separation from the District, etc. Staff completed all updates to the satisfaction of the JPIA. The last updated version was approved at the July 2019 Board meeting. Joe Danna moved to approve the Updated District Employee Handbook. Jared Hastey seconded the motion. Motion Carried. **Vote: 5 Ayes (Brown, Read, Danna, Hastey, and Atwal), 0 Nays, 0 Absent, and 0 Abstain.**

***12. Board to Consider Authorizing the General Manager to Accept ACWA Membership –***

The District is required to join the Association of California Water Agencies (ACWA) as a condition to become a member of the ACWA JPIA health benefit program. Staff submitted the application to ACWA and is seeking authorization from the Board to accept membership contingent upon approval at the September 23, 2022 ACWA Board meeting. David Read moved to authorize the General Manager to accept ACWA Membership contingent upon approval of the ACWA Board Meeting. Joe Danna seconded the motion. Motion Carried. **Vote: 4 Ayes (Brown, Read, Danna, and Hastey), 0 Nays, 1 Absent (Atwal), and 0 Abstain.**

***13. Board to Consider Authorizing the General Manager to Execute the ACWA JPIA Agreement and Adopting Resolution 2022-09-01 Agreeing to the Conditions as Set Forth in the JPIA Agreement –***

To join the ACWA JPIA health benefits program, the District is required to execute an agreement. If approved, there is a 3-year minimum commitment with a minimum 12 month notice to cancel membership if ever desired. Sarbdeep Atwal moved to authorize the General Manager to execute the ACWA JPIA Agreement and Adopt the Resolution 2022-09-01 agreeing to the conditions as set forth in the JPIA agreement. Jared Hastey seconded the motion. Motion Carried. **Vote: 5 Ayes (Brown, Read, Danna, Hastey, and Atwal), 0 Nays, 0 Absent, and 0 Abstain.**

***14. Board to Designate a District Trustee and Alternate to Serve as an ACWA JPIA Director –***

All member agency directors along with staff are invited to the ACWA JPIA Board meetings which are held twice a year in May and November. Attendance isn't required but encouraged. For governance purposes, this full board elects an executive committee with nine members who approve business throughout the year at more frequent meetings. The Board nominated and selected Jared Hastey as the primary director and Sarbdeep Atwal as the secondary director to serve on the ACWA JPIA Board.

***15. Board to Receive an Update on a Contract Awarded for the WPIC Slip Out Repairs –***

At the June 7 Board meeting, staff was authorized to award a contract to the lowest responsible bidder before the July meeting. At the July 5 Board meeting, all bids were rejected as recommended by staff due to one bid that was incomplete, and the other that was twice as much as the original engineer's estimate. As directed by the Board, the project was rebid. New bids were publicly opened and read aloud at the District office on Friday, August 5, 2022 at 3:00PM. After MHM review and recommendation, staff awarded a contract to Dragon Demolition in the amount of \$116,991.51 as low bidder after the 7-day bid protest period ended.

***16. Board to Consider Authorizing the General Manager to Sign and Submit a Notice of Exemption to Satisfy DWR 2022-2023 FMAP CEQA Requirements –***

Recently, DWR sent out an email to inform all LMA's that FMAP applications submitted earlier this year for funding in 2023 will now require a completed Environmental Information Form to comply with CEQA requirements. It is anticipated all District project and maintenance activities should not require anything more than filing an NOE (Notice of Exemption) with the State Office of Planning and Research. Joe Danna moved to authorize the General Manager to sign and submit a Notice of Exemption to satisfy DWR 2022-2023 FMAP CEQA Requirements. David Read seconded the motion. Motion Carried. **Vote: 5 Ayes (Brown, Read, Danna, Hastey, and Atwal), 0 Nays, 0 Absent, and 0 Abstain.**

***17. Board to Consider Authorizing the General Manager and Staff to Participate in the Yuba County Emergency Preparedness Fair –***

The Board came to a general consensus to authorize the General Manager and Staff to participate in the Yuba County Emergency Preparedness Fair.

***18. Board to Receive the Budget Snapshot for July & August 2022 –***

The Board was presented with the July and August 2022 Budget Update Snapshot.

***19. Field Manager's Report:***

### Maintenance and Projects Completed

#### Unit 1

1. Weekly checks around all urban levee units.
2. Painting graffiti West/East side of Hwy 70 bridge.
3. Vegetation abatement of Elderberry shoots at UPRR and Hwy 70 bridge East side.
4. LM 1.80 Sucker tree cutting under Hwy 70 bridge.
5. LM 0.70 L/S set blocks and paint.
6. LM 0.60 and 1.50 stage blocks and paint.
7. LM 1.80-2.00 debris and sucker tree removal.
8. LM 0.80 W/S set blocks.
9. LM 0.50 trim low hanging branches.
10. LM 0.00- 1.50 sucker tree removal and vegetation abatement.
11. W/S sucker tree cutting throughout the unit.

#### Unit 2A

1. Weekly checks around all urban levee units.
2. LM 1.1 Stage and paint blocks W/S North of LCWWTP.
3. Vegetation abatement of block line W/S at Island Rd.

#### Unit 2B

1. Pump Station #2
  - Backup generator exercised on 8/8 and 8/22.
  - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
  - Trash rack debris removal.
  - Spray for wasps.

#### Unit 3A

1. PS #6
  - Backup generators exercised on 8/8 and 8/22.
  - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
  - Spray for wasps.
2. Gate structures vegetation abatement.

#### Unit 4

1. Weekly checks around all urban levee units.

2. W/S slope finish burning.

#### Units 3B/ 5 / 6 (Horseshoe Levee)

1. Weekly checks around all rural levee units and checked all waterside flap gates.
2. Unit 3B L/S LM 3.25-3.50 vegetation abatement.
3. Sheep and goats grazing completed.
4. Unit 5 LM W/S 3.87 vegetation abatement.
5. Unit 5 LM 0.60 W/S ramp sucker tree cutting.
6. Unit 5 L/S 4.10 Low hanging branch cutting.
7. Hoffman gate vegetation abatement.
8. Unit 5 LM 0.60 and LM 3.50 sucker tree cutting.

#### Unit 7

1. Weekly checks around all urban levee units.
2. Sucker tree cutting (Rip Rap).
3. Vegetation abatement of block lines and gate structures.
4. Graffiti painting of block line adjacent to Howard Miller's.
5. LM 1.30-1.40 grouting of squirrel holes.
6. LM 3.75-3.80 grouting of squirrel holes.
7. LM 0.00- 3.80 sucker tree removal and vegetation abatement.
8. Trim W/S sucker trees throughout the remainder of unit.

#### Unit 8

1. Weekly checks around all urban levee units.
2. Tractor mowing crowns throughout unit.
3. Tractor mowing flat adjacent to road 512.
4. South pond fence line vegetation abatement.
5. V ditch vegetation abatement.

#### Unit 9

1. Pump Station #3
  - The backup diesel generator was exercised on 8/8 and 8/22.
  - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
  - Spray for wasps.
  - Valley Power troubleshoot and correctasco valve on fuel fill for generator.
2. L/S LM 4.00 weld gate.
3. LM 0.50-1.00 firebreak.
4. LM 4.00 paint graffiti on block lines.
5. LM 0.25 set blocks.



6. Murphy Rd. block set and painting.
7. V ditch dump trailer load of trash removed.
8. L/S sucker tree cutting throughout the unit.

#### Goldfields

1. LM 1.00 W/S Brophy Rd. block set at (East side) service gate fence line.
2. LM 2.80 W/S repair cut barbwire.

#### Drainage Laterals and Detention Basins

1. Chestnut Basin gate and block vegetation abatement.
2. Chestnut Basin debris pile removed from in front of block line.
3. Cal Trans illegal camper removed by YCSD.
4. Pond 18 ATT building and service road vegetation abatement.
5. Pond 8 vegetation abatement of suckers and perimeter fence line.
6. Bingham PS 5 outfall vegetation abatement.
7. Lateral 5 service road East and West vegetation abatement.
8. Pond 18 cut sucker trees on slope and low branches on service road.
9. Fire lot vegetation abatement.
10. Lateral 16 River Oaks sucker tree cutting. (6 dump trailer loads).
11. Lateral 16 service road vegetation abatement.
12. River Oaks Detention Basin vegetation abatement along road entrance.
13. River Oaks Detention Basin tractor mowing.
14. Lateral 23 vegetation abatement and sucker tree removal.
15. Cal Trans Basin with code enforcement-illegal camper.
16. Wheeler Basin vegetation abatement.
17. Chestnut Basin, meet with Placer Water Works proposal for trash rack and stairs with platform.
18. Lateral 16 River Oaks vegetation abatement and sucker tree removal.
19. Olivehurst Pump station fence line vegetation abatement.
20. Avandale PS 5 fence line and outfall vegetation abatement.
21. PS 1 vegetation abatement on slope.

#### Shop, Office, Fleet Vehicles, and Equipment

- Shop generator was exercised on 8/8 and 8/22.
1. Deep cleaning of the Shop, office, and equipment to further prevent any potential exposure to COVID-19.
  2. Shop cleanup and organize

#### Safety / Training

1. Administered weekly safety meetings and misc. SDS sheet reviews.

2. COVID Protection Plan training.

#### Miscellaneous

1. Regularly checked and looked for damages or issues around the district including all RD784 Pump Stations, Levee Units, Olivehurst Pump Station, and Yuba College Flood Fight Coalition supplies storage site.
2. Tesco, annual EMASS completion.
3. PS 7 box culvert plate welding, lift and inspection of discharge pipes with Kyle Sanchez (MHM)
4. PS 7 video inspection
5. PS 7 cleaning inside of building and building graffiti painting.
6. PS 10 cleaning of building
7. PS 10 Conex caulking.
8. Tesco EMASS completion.

#### *20. Administrative Assistant's Report:*

### **Administrative Assistant Monthly Report September 6, 2022**

#### **Accounting:**

1. Budget Update
2. Reconciliations
3. AP Reports and Check Processing for Vendors & Clients
4. Payroll Calculations and Submittal and JOB Costing
5. Checks, Warrants and Deposits
6. Green Sheet Reconciliations with Angela @ County – Ongoing
7. Board Packets – Monthly Board Meeting – Assembling and Attendance
8. Reimbursement Program for Developers and TRLIA - Tracking and Meetings
9. QuickBooks Assessment Tracking Transition – Ongoing
10. Attended Meeting with Russ Powell (EPS) to Update Fee Tables

#### **Clerical/Office:**

1. Impact Fees & Plan Check Fees
  - A. 1658 Plumas Arboga Road – Francisco Silva
  - B. 5579 South Gledhill – Marco Gonzalez
  - C. 5511 South Gledhill – NOU Yeng Lee – HAHA Construction
  - D. JAS Land Fund 2 - Wheeler Ranch Phase II
  - E. Lennar Homes – Rio Del Oro Villages 17-20
  - F. 5933 Cohn – Mocha Davis
  - G. River Oaks Apartments – Pac West Communities
2. Permit Clearance Request Sign Offs
  - A. Lennar – River Oaks North Village 1 and 2
  - B. Richmond Homes – Thoroughbred Acres
  - C. KB Homes – Cobblestone Phase 4

#### **Human Resources:**

1. Completed GSRMA Actual Payroll Questionnaire

2. Submitted Letter of Intent to GSRMA – RMAP Program
3. Submitted GSRMA Loss Prevention Subsidy Fund Application – Flood Fight Class
4. Attended GSRMA Renewal & Comp Review Meeting with Brian Edinger.
5. Attended Meeting with Yuba County – New Permitting System Roll-out.

**Contract Management:**

1. 2021-2022 FMAP Grant
2. 2022-2023 FMAP Grant
3. YWA District Boundary Grant – Submitted 2nd Invoice – On-Going
4. YWA/DWR IRWMP Grant Preparation – Submitting 2<sup>nd</sup> Invoice
5. TRLIA Goldfields – Maintenance Billing - On-going
6. Olivehurst Pump Station – Maintenance Billing – On-going

**Regulatory Compliance:**

1. Managing PWC 100 projects
2. Conflict of Interest Code Reporting – Preparation
3. Budget Submittal to Yuba County Auditor’s Office

**Contacts:**

Angela Yanez @ Yuba County – YCDS, Mark Fowler @ Atteberry Searle, Caroline @ Paychex, Jesse Barton @ Gallery & Barton, Sean Minard @ MHM, Jolie Turk @ YC Treasurer, Jason Little @ DWR, Brian Edinger @ GSRMA, Patrick Soper @ LWA, Eric & Jacob @ Alliant Networking, Jennifer Jensen @ Auditor’s, Kyle Close – Permit Runner, Russ Powell @ EPS, and Megan Jonsson @ LWA.

***21. General Manager’s Report:***

General Manager’s Report  
September 6, 2022

**Administration:**

1. Meetings: 07/25 Quick Books meeting with LWA, 07/27 CVFPBCC, 07/28 USACE urban levee risk assessment overview meeting, 08/02 RD784 and TRLIA Board meetings, 08/08 FR RFMP, 08/11 CDSA overview on new permit clearance request forms, 08/12 CVFPB Workshop, 08/12 ACWA JPIA meeting about COBRA admin. services, 08/18 GSRMA Liability and Workman’s Comp annual overview, 08/22 Unit 4 Slip Out Repairs pre-const. meeting, 08/24 CVFPB Coordinating Committee, Misc. Project Follow-Ups with MHM, Staff meetings, and Rotary.
2. Approved employee time off requests and task scheduling.
3. Plan Reviews/Impact Fee Program:
  - A. New 4-bedroom residence at 5933 Cohn Avenue.
  - B. 1120 Murphy Rd. RV & Boat Storage
  - C. Addition at 5579 South Gledhill Ave.

**Projects:**

1. 2022-23 DWR Flood Maintenance Assistance Grant Application Package. New CEQA policy implemented by DWR.
2. Documents to apply the RD 784 FY2022/2023 Assessments to the Yuba County tax roll submitted on August 10 to the Yuba County Auditor-Controller's office.
3. Chestnut Pump Station #7 pipe outfall video inspections
4. Signed the TRLIA 200-year Goldfields Levee Project Completion Acknowledgement (All punch list items completed).
5. Pump Station 5, 7, & 9 Instrumentation Improvements – Designs 100% complete, fabrications continue. On-site construction to begin in 2023.
6. Sonitrol currently implementing 5G network to pump stations with night hawk motion sensor cameras.

**Regulatory Compliance:**

1. Monthly pesticide spray use report submitted on-line to the County.
2. Weekly Safety Meetings.

**Announcements:**

1. The USACE started inspecting the rural Horseshoe Levee the week of August 28.
2. TRLIA is currently working on preparing grant deeds to transfer various parcels to RD784 which will include detention basins and levee toe corridors, etc.
3. The GSRMA annual training conference in Corning, CA will be on October 20 and 21. Class sessions will include: Workman's comp claims process, cyber risk, employee discipline process, and more. Staff will be attending. If any trustees wish to attend, please contact Kim Ford who will assist with registration.
4. Annual DWR regional flood fight training is scheduled for Wednesday, November 30, 2022 at the Plumas Lake Golf Course. Those who would like to attend may contact Kim Ford to register.

**22. Meeting Adjourned:**

The Meeting was Adjourned at 11:13am

*The complete Board Agenda Meeting Material is available at the Reclamation District 784 Office, located at 1594 Broadway, Arboga, CA 95961. Any disclosable public record related to an open session item on the agenda and has been distributed to all or a majority of the Board Members less than 72 hours prior to the meeting, and is available for public inspection during normal business hours.*

*If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Office Manager of the Reclamation District 784 at (530) 742-0520 or fax (530) 742-3021. All requests should be made at least 24 hours prior to the start of the meeting. This is in compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof.*

Rick Brown, President

Kimberly Ford, Deputy Board Secretary