



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT
SDFL Platinum-Level of Governance



President – Bryon Gutow • Vice-President – Kevin Graves • Director – Ashley Porter • Director – Michael Callahan • Director – Carolyn Graham

**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET**

**Regular Board Meeting
Wednesday, August 18 , 2021**

7:00 P.M. Regular Board Meeting

**Community Center
1601 Discovery Bay Boulevard**

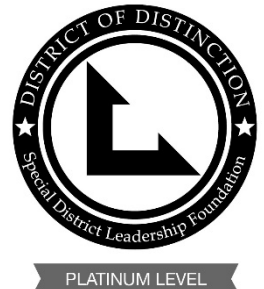




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**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday, August 18, 2021
REGULAR MEETING 7:00 P.M.**

**NOTICE
Coronavirus COVID-19**

In accordance with the Governor's Executive Order N-08-21, and for the period in which the Order remains in effect, the Town of Discovery Bay Community Services District Board will hold public meetings via teleconferencing as Board Chambers remain closed to the public.

To accommodate the public during this period of time that the Board's Chambers are closed to the public, the Town of Discovery Bay Community Services District Board of Directors has arranged for members of the public to observe and address the meeting by webinar.

TO ATTEND BY WEBINAR OR BY PHONE:

Please register for Regular Meeting of the Board of Directors at: *(copy and paste into your browser the registration URL)*

Registration URL: <https://attendee.gotowebinar.com/register/8684665632263284238>
Webinar ID# 329-642-651

After registering, you will receive a confirmation email containing information about joining the webinar by computer or by phone.

For listen only mode dial: 1-631-922-3221 ID# 910-097-620

Download Agenda Packet and Materials at <http://www.todb.ca.gov/>

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance.
3. Roll Call.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration. Any person wishing to speak will have 3 minutes to make their comment. There will be no dialog between the Board and the commenter as the law strictly limits the ability of Board members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Board only. Any clarifying questions from the Board must go through the President. Comments from the public do not necessarily reflect the viewpoint of the Directors.

C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve, August 4, 2021, Special Board of Directors DRAFT Meeting minutes.
2. Approve Register of District Invoices.
3. Approve Annual Disclosure pursuant to California Government Code Section 53065.5.
4. Approve Capacity Fee Charge Report for Fiscal Year 2020-2021.
5. Approve Board Letter of Support for Sheriff's Department's Request for Measure X Funds.

D. AREA AGENCIES AND LIAISON REPORTS / PRESENTATIONS

E. PRESENTATIONS

1. Monthly Water and Wastewater Report from Veolia – June 2021 and July 2021.

F. BUSINESS AND ACTION ITEMS

1. Discussion and Possible Action to Approve Update to the Town's Emergency Response Plan (ERP).
2. Discussion and Possible Action to Approve Resolution No. 2021-13, Authorizing Application to LAFCO for a Sphere of Influence Expansion and Annexation of the Pantages Project and District Owned Parcels.
3. Discussion and Possible Action Regarding Bid Results for the Installation of Synthetic Turf at the Community Center Swimming Pool.
4. Discussion and Possible Action Regarding Contracting with the Conservation Corps for Maintenance of Town Parks.

G. MANAGER'S REPORT

H. GENERAL MANAGER'S REPORT

I. DIRECTOR REPORTS

J. CORRESPONDENCE RECEIVED

K. FUTURE AGENDA ITEMS

L. ADJOURNMENT

1. Adjourn to the regular meeting on September 1, 2021, beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



PLATINUM LEVEL

President – Bryon Gutow • Vice-President – Kevin Graves • Director – Ashley Porter • Director – Michael Callahan • Director – Carolyn Graham

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday, August 4, 2021
REGULAR MEETING 7:00 P.M.**

**NOTICE
Coronavirus COVID-19**

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To accommodate the public during this period of time that the Board's Chambers are closed to the public, the Town of Discovery Bay Community Services District Board of Directors has arranged for members of the public to observe and address the meeting telephonically.

**TO ATTEND BY TELECONFERENCE:
Toll-Free Dial-In Number: (877)778-1806
CONFERENCE CODE 891949**

Download Agenda Packet and Materials at <http://www.todb.ca.gov/>

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m. – By President Bryon Gutow.
2. Pledge of Allegiance – Led by President Bryon Gutow.
3. Roll Call – All present.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

None.

C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve, July 21, 2021, Regular Board of Directors DRAFT Meeting minutes.
2. Approve, July 21, 2021, Special Board of Directors DRAFT Meeting minutes.
3. Approve Register of District Invoices.

Motion made by Vice President Kevin Graves to approve items on the Consent Calendar as presented.
Second by Director Michael Callahan.

Vote: Motion Carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

D. AREA AGENCIES AND LIAISON REPORTS / PRESENTATIONS

1. Assembly Member Jim Frazier, District 11 - Not in Attendance.
2. Supervisor Diane Burgis, District III Report.

Deputy Chief of Staff for Diane Burgis, Lea Castleberry informed the Board that there is a rise in COVID-19 cases which has triggered a new health order. Facemasks are once again required in indoor public settings regardless of vaccination status. Contra Costa County Code Enforcement is planning a community sweep for boats, trailers and RV's, issuing tickets for illegal parking.

3. Sheriff's Office Report.

Sheriff Lieutenant Mark Johnson provided report of arrest, warrants, and calls to the Sheriff's Department. He reported there has been an increase in crime. Community is advised to keep their doors locked due to a

rise in home invasions.

4. **CHP Report.**

California Highway Patrol Officer Donnie Thomas advised the Board of arrests, driving violations and citations issued. Reminder was given for drivers to slow down to reduce collisions. Enforcement has increased on Highway 4.

5. **East Contra Costa Fire Protection District Report.**

East Contra Costa Fire Department Battalion Chief Ross Macumber reported on the number of calls received. The Boardwalk Grill had a fire last month which is under investigation by the Fire Prevention Bureau. Annexation Report has been submitted to the Board of Supervisors and the local Fire Board. With the approval of the Annexation Report, East Contra Costa Fire Protection District will send Resolutions to the Contra Costa County Board of Supervisors Board meeting and to the East Contra Costa Fire Protection District Board meeting, to be followed by an application to Local Agency Formation Commission for annexation into Contra Costa County Fire Protection District. Community is asked to join the meetings for this annexation. Contra Costa County Board of Supervisors meeting is Tuesday, August 10, 2021, at 9:00 a.m. and East Contra Costa Fire Protection District Board meeting is Wednesday, August 11, 2021, at 6:30 p.m.

E. PRESENTATIONS

1. Monthly Water and Wastewater Report from Veolia – June 2021 and July 2021.
No presentation.

F. BUSINESS AND ACTION ITEMS

1. Discussion Regarding the Installation of Two (2) Monitoring Wells at Cornell Park.
Water Engineer Justin Shobe discussed the need to install two monitoring wells for the Groundwater Sustainability Plan. After assessing a few locations, it was determined that Cornell Park would be the most ideal location to install the wells. One well will be 15ft deep, the other 30ft deep. Both wells will be two inches in diameter. Water samples will be extracted from the wells periodically to ensure its quality and viability. This project is covered under the Prop 68 Grant funding. Staff recommends the Board approve the installation of the two wells in Cornell Park.
President Bryon Gutow advised the Board that the Parks and Recreation Committee does not have an issue with this project.
Director Ashley Porter reported to the Board that the Water and Wastewater Committee also did not see a problem with this project.
Vice President Kevin Graves made a motion to approve the installation of two (2) monitoring wells at Cornell Park.
Second by Director Ashley Porter.
Vote: Motion Carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

G. MANAGER'S REPORT

1. Community Center Pool Update.
Recreation Program Supervisor Monica Gallo gave update on the Community Center Pool. The Tuff Shed will be delivered next week. Pricing is being researched for the purchase of pool chemicals in bulk.
Vice President Kevin Graves asked about the date of completion.
Recreation Program Supervisor Monica Gallo advised the expected date of completion is still the end of September 2021.
Recreation Program Supervisor Monica Gallo reported a steep increase in cost of synthetic turf. The options are to continue with the installation of synthetic turf at the current higher cost or wait until winter to see if prices go down.
Vice President Kevin Graves advised the Board will need addition time to discuss the synthetic turf or alternatives.

H. GENERAL MANAGER'S REPORT

I. DIRECTOR REPORTS

1. Standing Committee Reports.
a. Finance Committee Meeting (Committee Members Kevin Graves and Bryon Gutow) August 4, 2021.
Vice President Kevin Graves reported reviewing last fiscal year's budget and the transfer of Town of Discovery Bay funds from county to internal control.
b. Internal Operations Committee Meeting (Committee Members Michael Callahan and Carolyn

Graham) August 4, 2021.

Director Michael Callahan advised there was a review of the Emergency Response Plan. This item will come before the Board at the next meeting.

c. Water and Wastewater Committee Meeting (Committee Members Kevin Graves and Ashley Porter) August 4, 2021.

Director Ashley Porter reported the diffuser project has been delayed. The denitrification project has begun. There was discussion about installing monitoring wells at Cornell Park.

2. Other Reportable Items.

J. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS

1. Aviation Advisory Committee Meeting- July 8, 2021 – Vice President Kevin Graves.

2. Report of ECCFPD Board of Directors Meeting- July 14, 2021 – Vice President Kevin Graves.

3. Code Enforcement Agenda Meeting – July 29, 2021 – Director Ashley Porter.

Director Ashley Porter advised the Board of Contra Costa County's intention to ticket boats, trailers and RV's that are illegally parked.

K. CORRESPONDENCE RECEIVED

1. Contra Costa County Notice of Intent to Render Administrative Decision – July 20, 2021.

L. FUTURE AGENDA ITEMS

M. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

N. CLOSED SESSION:

O. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

P. ADJOURNMENT

1. Adjourned at 7:36 p.m. to the regular meeting on August 18, 2021, beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

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Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

August 18, 2021

Prepared By: Julie Carter, Finance Manager & Lesley Marable, Accountant
Submitted By: Michael R. Davies, General Manager

Agenda Title

Approve Register of District Invoices.

Recommended Action

Staff recommends that the Board approve the listed invoices for payment.

Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

Fiscal Impact:

Amount Requested \$ 984,983.37

Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)

Prog/Fund # See listing of invoices. **Category:** Operating Expenses and Capital Improvements

Previous Relevant Board Actions for This Item

Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2021/2022

AGENDA ITEM: C-2

Request for Authorization to Pay Invoices
For The Meeting On August 18, 2021
Town of Discovery Bay CSD
Fiscal Year 7/21 - 6/22

| | |
|-------------------------------|--------------|
| Anderson Pacific | \$747,175.00 |
| Veolia Water North America | \$145,505.39 |
| Herwit Engineering | \$35,554.00 |
| Badger Meter | \$20,258.33 |
| City Of Brentwood | \$11,177.51 |
| ArchiveSocial, Inc. | \$4,788.00 |
| Precision IT Consulting | \$4,243.80 |
| Office Team | \$3,432.49 |
| Univar Solutions USA Inc. | \$3,024.01 |
| InContext | \$1,298.85 |
| Verizon Wireless | \$1,143.39 |
| Paul E. Vaz Trucking, Inc. | \$1,139.05 |
| Lucia Peters | \$1,113.75 |
| Water Utility Refund Customer | \$773.15 |
| Ashley Porter | \$690.00 |
| Kevin Graves | \$690.00 |
| Bryon Gutow | \$460.00 |
| Carolyn Graham | \$460.00 |
| Michael Callahan | \$460.00 |
| Brentwood Ace Hardware | \$435.77 |
| Core & Main LP | \$295.85 |
| Air Burners, Inc. | \$287.01 |
| Office Depot | \$173.98 |
| Concentra | \$158.50 |
| Discovery Pest Control | \$99.00 |
| UniFirst Corporation | \$95.20 |
| Alhambra | \$51.34 |
| | <hr/> |
| | \$984,983.37 |



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

August 18, 2021

Prepared By: Lesley Marable, Accountant
Submitted By: Dina Breitstein, Assistant General Manager

Agenda Title

Approve Annual Disclosure pursuant to California Government Code Section 53065.5.

Recommended Action

Receive and File (No Action Necessary).

Executive Summary

California Government Code Section 53065.5 requires special districts to disclose the following:

53065.5. Each special district, as defined by subdivision (a) of Section 56036, shall, at least annually, disclose any reimbursement paid by the district within the immediately preceding fiscal year of at least one hundred dollars (\$100) for each individual charge for services or product received. "Individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or a registration fee paid to any employee or member of the governing body of the district. The disclosure requirement shall be fulfilled by including the reimbursement information in a document published or printed at least annually by a date determined by that district and shall be made available for public inspection.

There were no reimbursements paid by the district of at least one hundred dollars (\$100) for the FY ending June 30, 2021.

This is an annual disclosure.

Fiscal Impact:

Amount Requested \$ N/A
Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)
Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

N/A

Attachments

AGENDA ITEM: C-3



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date
August 18, 2021

Prepared By: Julie Carter, Finance Manager
Submitted By: Dina Breitstein, Assistant General Manager

Agenda Title

Approve Capacity Fee Charge Report for Fiscal Year 2020-2021.

Recommended Action

Approval of the Capacity Fee Charge Report for the Fiscal Year 2020-2021.

Executive Summary

Each year, the District is required to prepare a Capacity Fee Charge Report within 180 days of the end of the fiscal year. The report identifies those charges deposited into the District's capacity charges account, the amount in the account, how and when the charges were expended, and a description of all improvements completed or to be completed with the capacity charge funds. Account Balance of the Capacity and Connection Account is \$ 4,837,379.33.

For FY 2020/21, water capacity charges in the amount of \$19,400.00 and wastewater capacity charges in the amount of \$48,120.00 were collected. An additional \$2,280.00 has also been paid to account for administrative, connection and inspection fees and charges.

No funds were spent during the reporting period. It should be noted, however, that there are a number of projects that will be moving forward which require the expenditure of these funds. The projects are included in the Town's Five-Year Capital Improvement Program.

Fiscal Impact:

Amount Requested - None
Sufficient Budgeted Funds Available?: N/A

Previous Relevant Board Actions for This Item

This is an annual action of the Board.

Attachments

Capacity Fees Collected for 2020-21

AGENDA ITEM: C-4



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

August 18, 2021

Prepared By: Michael Davies, General Manager
Submitted By: Michael Davies, General Manager

Agenda Title

Approve Board Letter of Support for Sheriff's Department's Request for Measure X Funds.

Recommended Action

Authorize the President of the Board to Sign the Attached Letter Supporting the Sheriff's Department's Request for Measure X Funds.

Executive Summary

The County Board of Supervisors submitted Measure X, a half-cent sales tax increase, to the voters at an election held on November 3, 2020, and it passed with 58.45% of the vote. For 20 years, Measure X is expected to annually generate an estimated \$81 million in new County general fund revenues that the Board of Supervisors can allocate to address a wide array of community needs.

The Sheriff's Department has requested \$12.8M annually and \$1.1M one-time costs for 25 additional patrol deputies, 5 sergeants (one admin sergeant at each station house and one additional detective sergeant), and 4 detectives (1 assigned to each station house) to focus on quality-of-life crimes. The also requested Body Worn Cameras and in-car cameras, three professional staff to support the Public Record Act requests for videos, as well as a GPS-enabled dispatching system. See attached presentation for details.

End

Previous Relevant Board Actions for this Item

Attachments

Measure X Presentation
Draft Letter of Support for Sheriff's Department's Request for Measure X Funds

AGENDA ITEM: C-5



Contra Costa County Office of the Sheriff



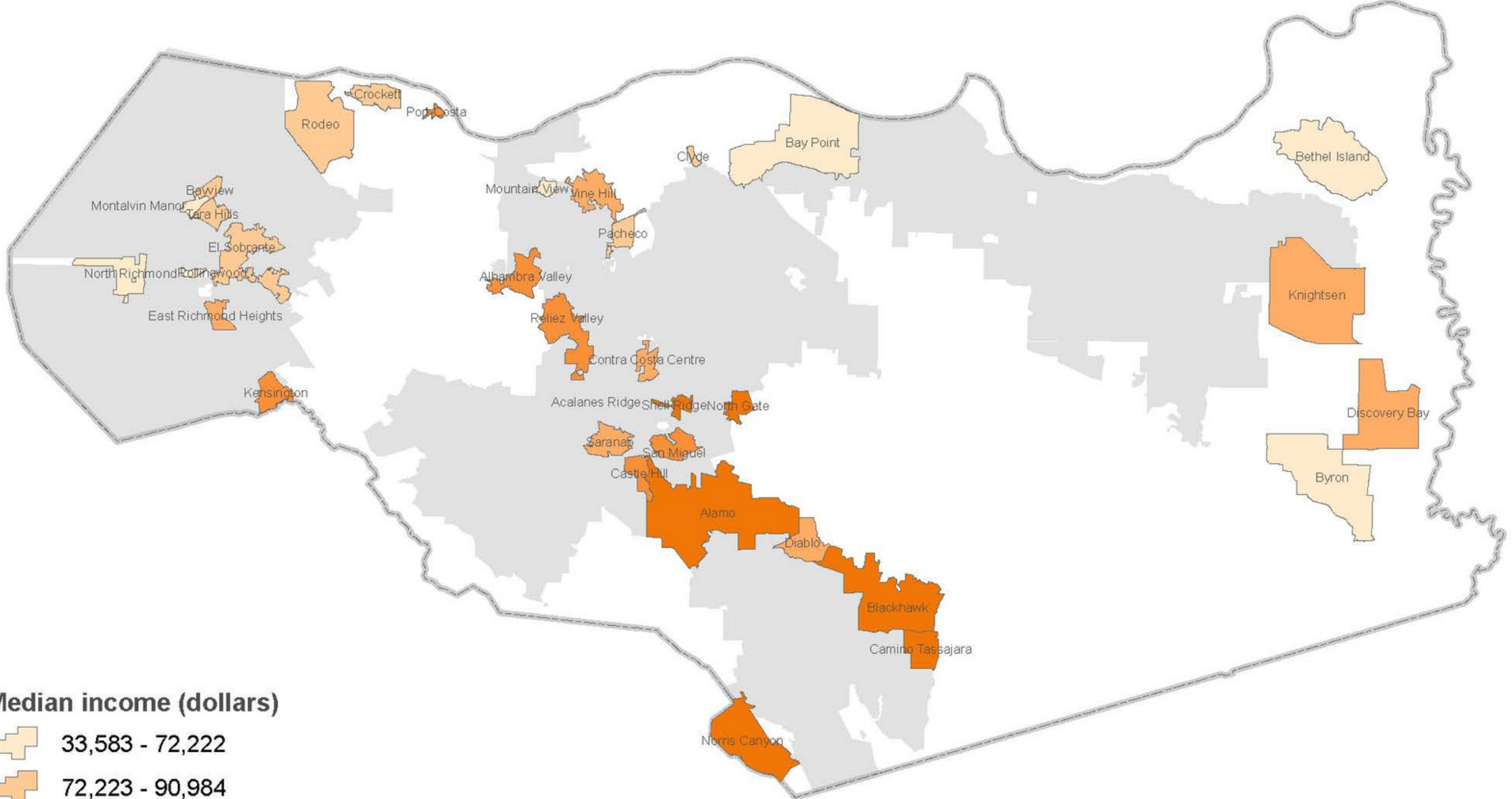
Service Through Efficiency
and Transparency

JULY 7, 2021







Data and Trends



Median Household Income Places Within Unincorporated Contra Costa County



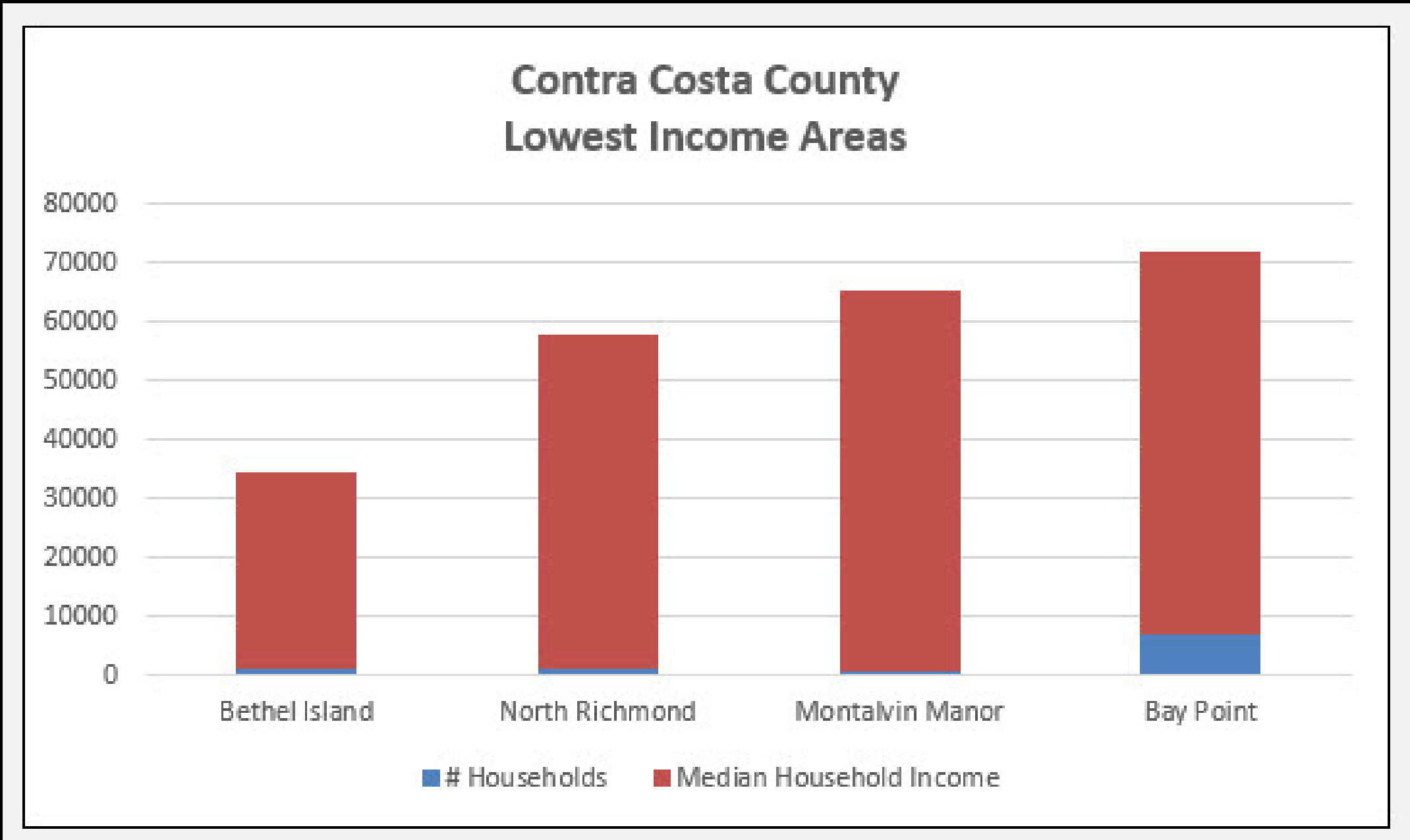
Median income (dollars)

-  33,583 - 72,222
-  72,223 - 90,984
-  90,985 - 143,616
-  143,617 - 204,879
-  204,880 - 250,000
-  Incorporated areas

Source: U.S. Census Bureau, American Community Survey, 2015-2019 5-year estimates, S1903.

A Comparison of Communities

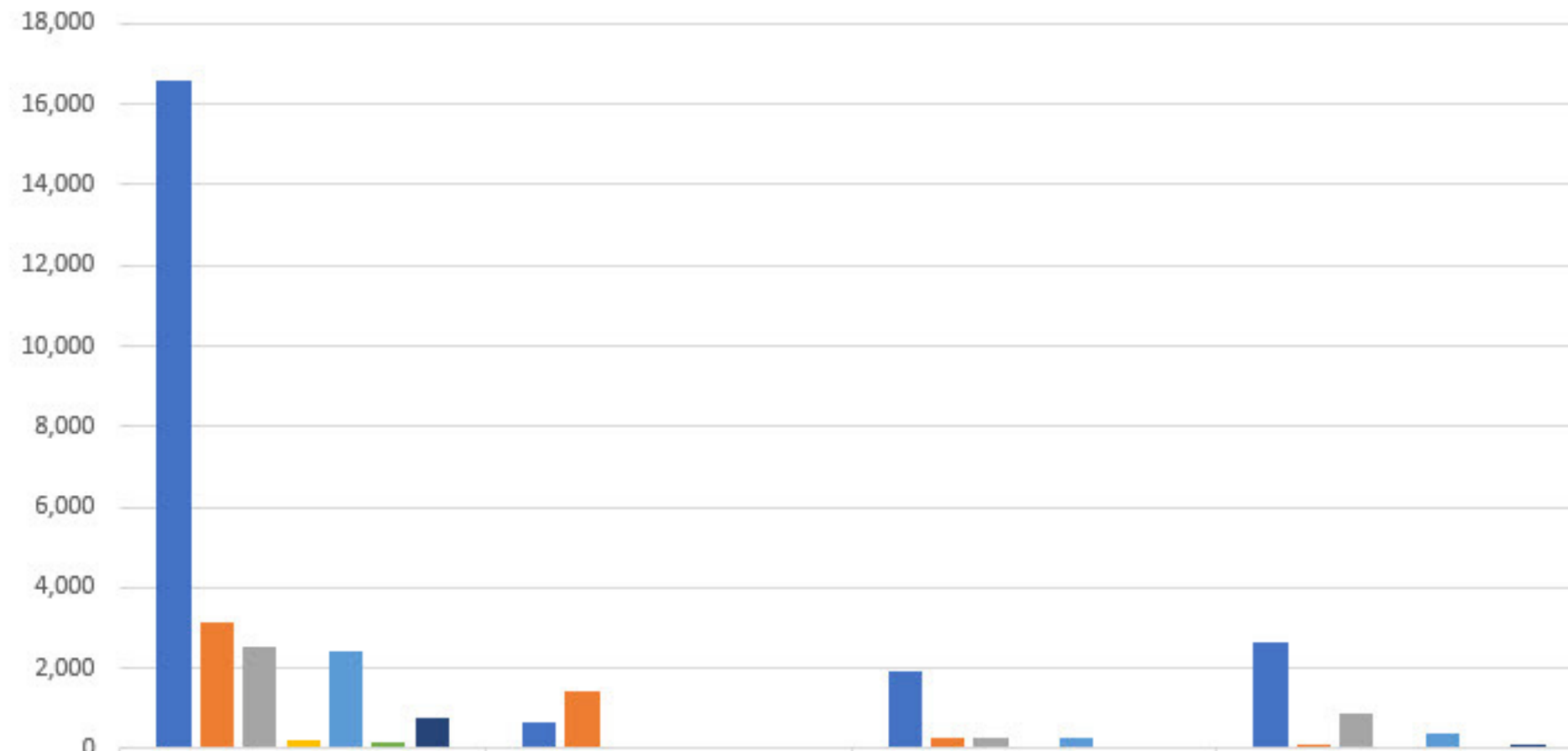
Median Household Income in Contra Costa County (2019) = \$99,716



Source: U.S. Census Bureau, American Community Survey 2015-2019

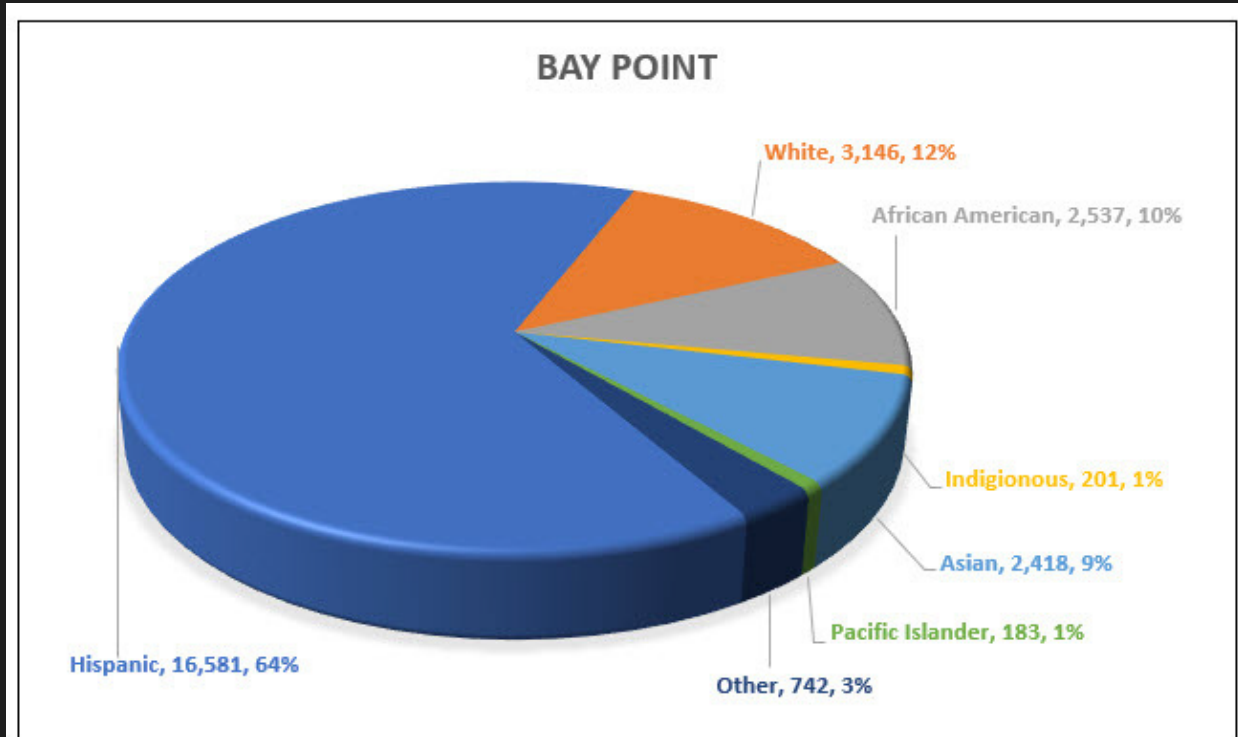
Demographic Comparisons

Ethnic Breakdown by Area

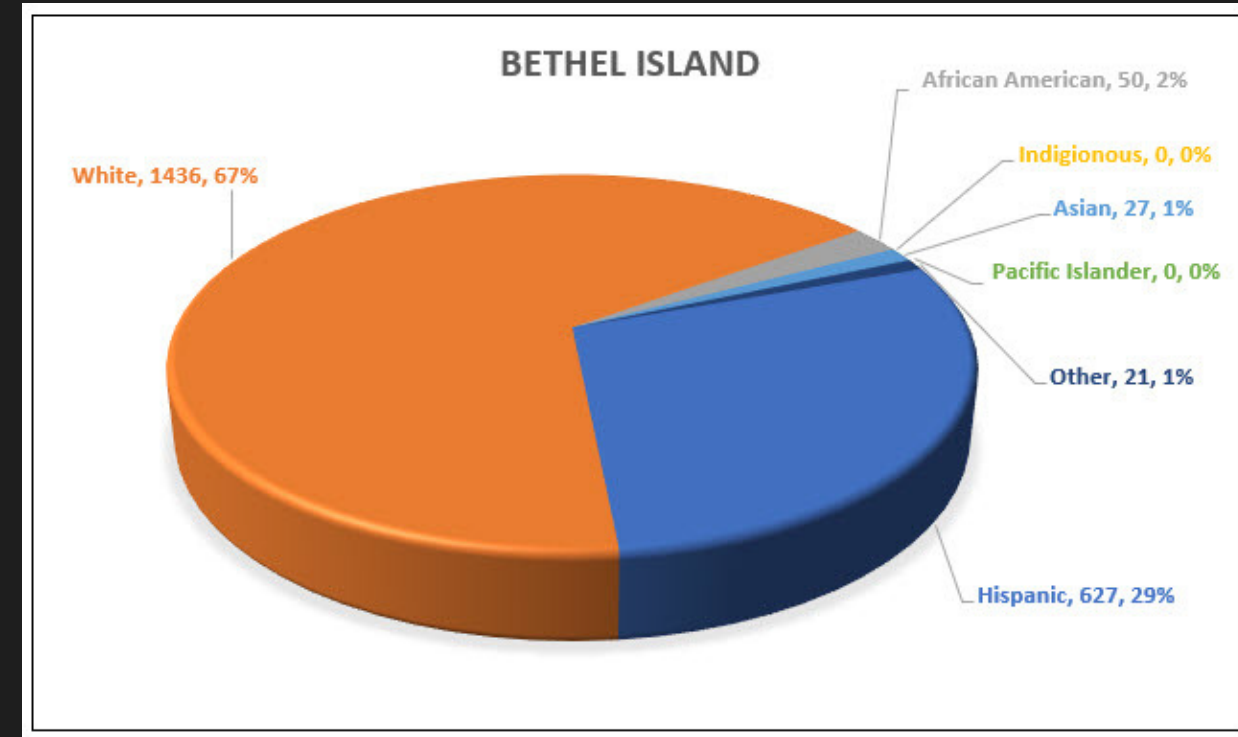


| | Bay Point | Bethel Island | Montalvin Manor | North Richmond |
|------------------|-----------|---------------|-----------------|----------------|
| Hispanic | 16,581 | 627 | 1,945 | 2,650 |
| White | 3,146 | 1436 | 256 | 115 |
| African American | 2,537 | 50 | 292 | 866 |
| Indigionous | 201 | 0 | 32 | 0 |
| Asian | 2,418 | 27 | 290 | 367 |
| Pacific Islander | 183 | 0 | 0 | 0 |
| Other | 742 | 21 | 37 | 87 |

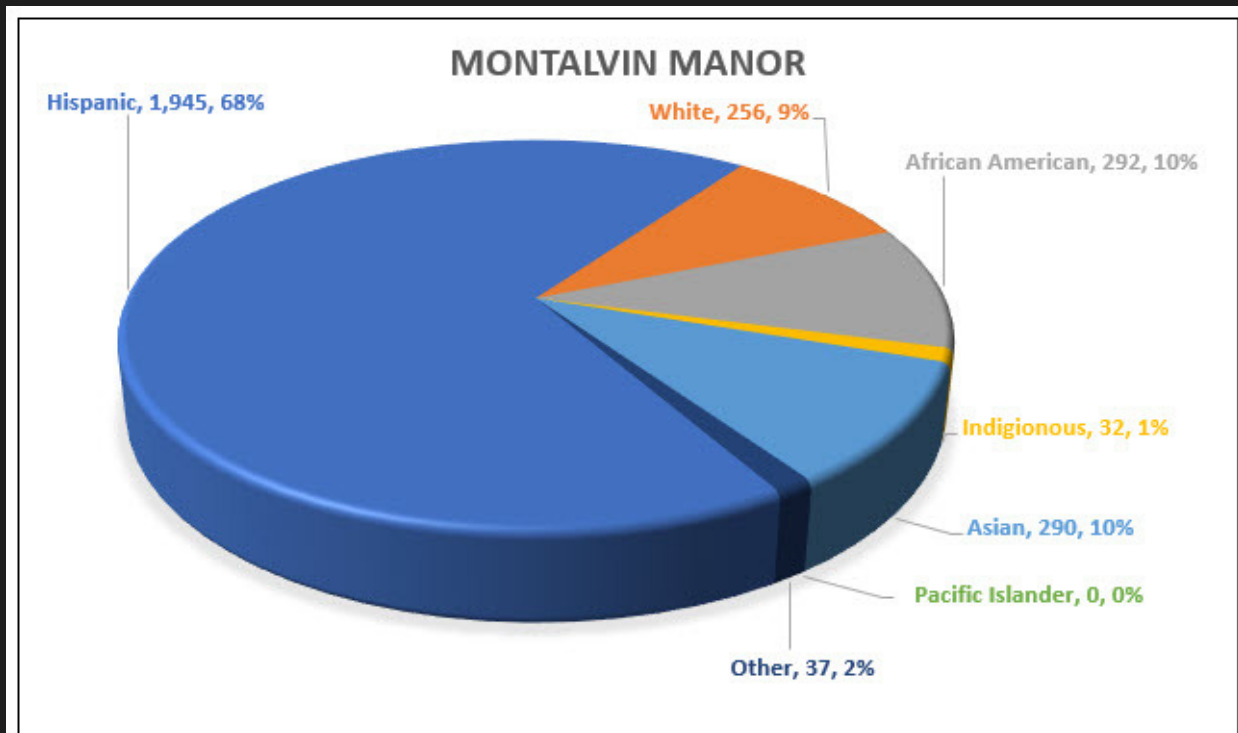




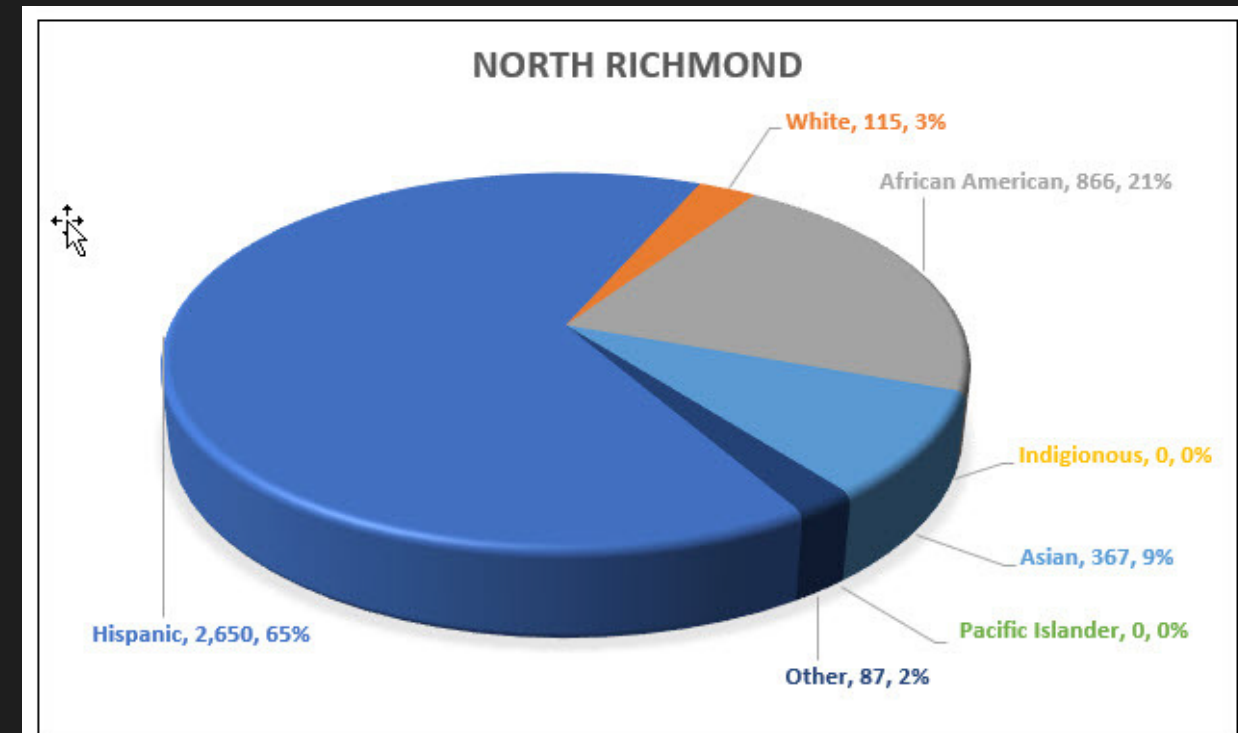
6,917 Households



906 Households



816 Households



1,109 Households

To keep Contra Costa's regional hospital open and staffed; fund community health centers; **provide timely fire and emergency response**; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services...

A hand is shown holding a large, dark, triangular object, possibly a piece of paper or a card, against a dark background. The object is positioned diagonally, with its base at the bottom and its apex pointing towards the top right. The hand is visible on the right side, gripping the object. The overall scene is dimly lit, with the hand and the object being the primary focus.

Measure

X

Pre-Ballot Survey

73%

Supported maintaining Sheriff
patrols and services

82%

Supported increasing
accountability and transparency in
the Sheriff's Department



Unmet Needs

Significant Concerns in Unincorporated Communities



Illegal dumping



Homelessness



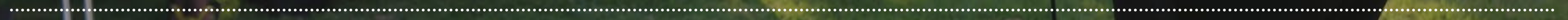
Thefts - catalytic converters,
vehicles, burglaries



Extended response times



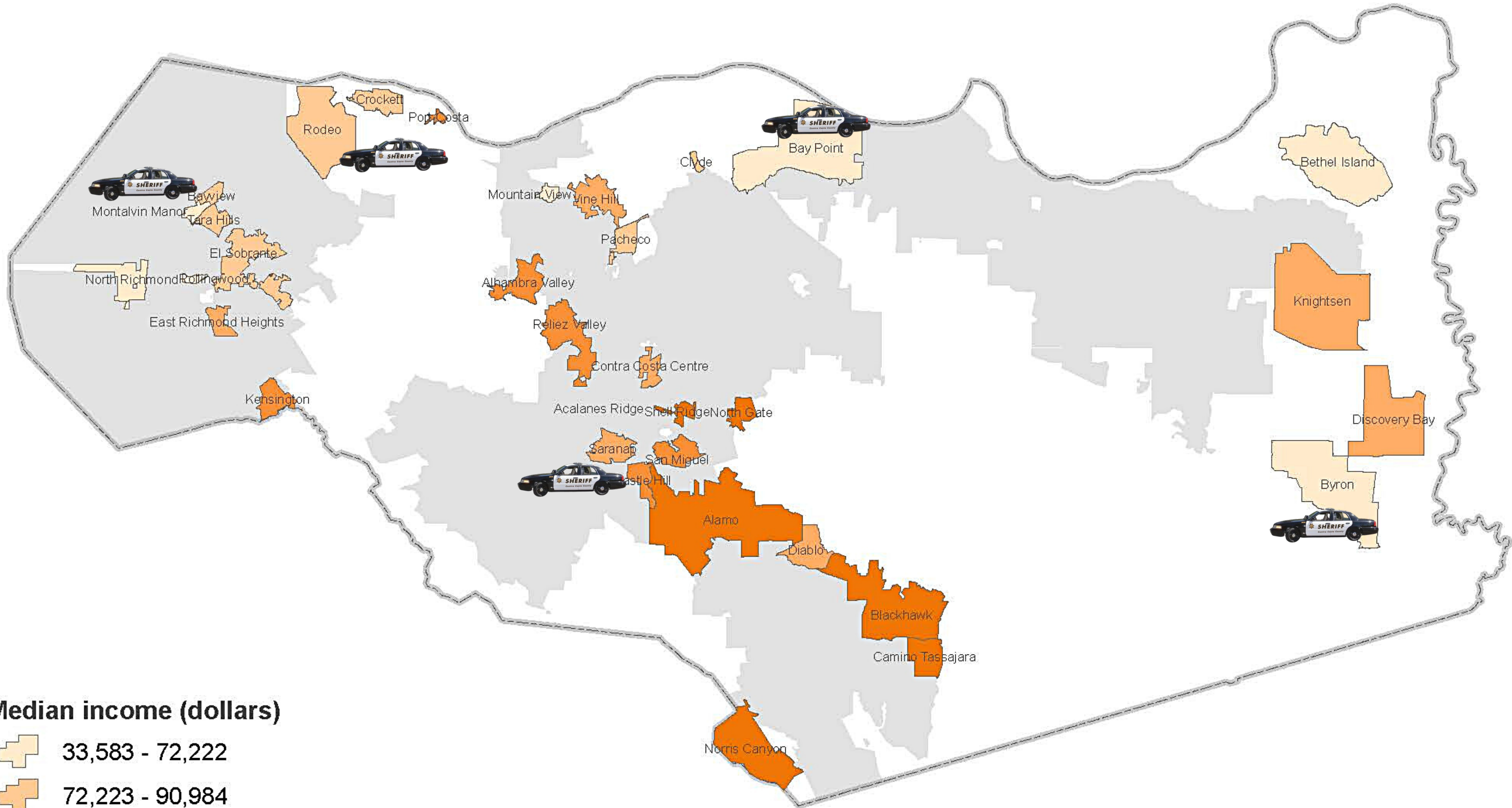
Prevention






Additional Neighborhood Patrol Deputies


Add services to the lowest income
areas in the county for quality of
life concerns and decreased
response times.



Median income (dollars)

 33,583 - 72,222

 72,223 - 90,984

 90,985 - 143,616

Mental Health Evaluation Team

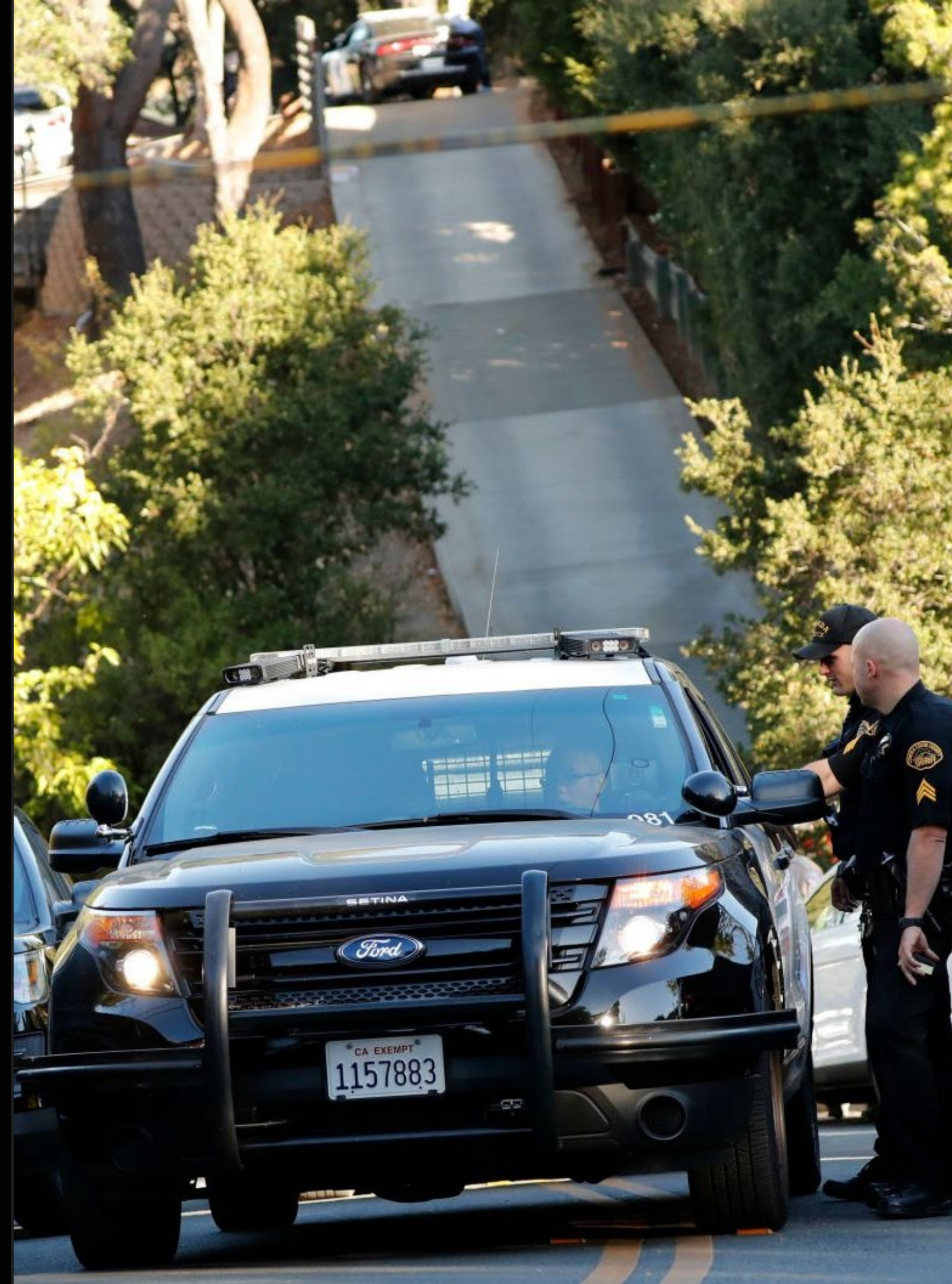
Partnership with Contra Costa Health Services - Teams of one mental health clinician and one deputy respond for referral assistance.

One MHET deputy funded through AB109 (Realignment in CA)

Awarded \$250,000 from the DOJ COPS grant over three years to partially-fund two MHET deputy positions. This grant requires matching funds.

Station House Specific Detectives

Investigate quality of life crimes
such as loitering, side shows,
littering, abandoned vehicles,
and follow-up on community
complaints.



GPS-Enabled Move-Up Module Dispatching System



Increased Transparency

Cameras for all sworn officers and
in all unincorporated patrol units



Body-worn
cameras



In-car
cameras

Intersectional

1 Aging and Adult Services

2 Early Childhood Programs

3 Youth Programs

4 Fire

5 Healthcare

6 Mental and Behavioral Health

7 Housing and Homelessness

8 Safety Net (CPS and APS)

9 Transportation



Transformative Ideas

Utilizing GPS technology to decrease response times

Quality of life focused investigators at each station house to meet the needs of the communities

Transparency through body-worn and in-car cameras, with support staff to fulfill Public Records Act Requests





Success Matrix

Response times before and after
implementation of Move-Up
Module Dispatching

Station House statistics from
additional deputies and detectives

Public Records Act requests
received and fulfilled for BWC and
in-car video

Total Projected Cost (Annual)

Personnel

| | |
|--------------------------------------------------------------------|--------------|
| 29 Deputy Sheriff FTE | \$ 8,664,852 |
| 5 Sergeant FTE | \$ 1,695,625 |
| 1 Sheriff's Director FTE | \$ 218,451 |
| 2 Sheriff's Specialist FTE | \$ 322,256 |
| 2 MHET Deputy match funding (increase to \$573,054 fourth year) | \$ 489,720 |

Equipment

| | |
|-----------------------------------|--------------|
| Body-worn / In-car camera program | \$ 1,300,000 |
| Deccan Live MUM program | \$ 140,000 |

TOTAL ANNUAL COST \$ 12,830,904

11.5% of \$112M total Measure X Anticipated Revenue in FY 21-22

One-Time First Year Projected Cost

Equipment

| | |
|---------------------------------------|------------|
| Body-worn / In-car camera set-up cost | \$ 720,000 |
| Deccan Live MUM set-up cost | \$ 360,000 |

TOTAL ONE-TIME COST \$ 1,080,000



Contra Costa County Office of the Sheriff

Service Through Efficiency
and Transparency





TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



PLATINUM LEVEL

President – Bryon Gutow • Vice-President – Kevin Graves • Director – Ashley Porter • Director – Michael Callahan • Director – Carolyn Graham

August 13, 2021

To: Measure X Community Advisory Board
Via: Lisa Driscoll Lisa.Driscoll@cao.ccounty.us

SUBJECT: SUPPORT FOR SHERIFF DAVID LIVINGSTON'S REQUEST FOR MEASURE X FUNDS

On behalf of the Board of Directors for the Town of Discovery Bay Community Services District, we support Sheriff Livingston's request for Measure X funds to acquire the funds to better their staffing, reduce response times and investigate "quality of life crimes."

Sheriff Livingston and his Department have always served Contra Costa County in a very professional manner. We believe that the County and Discovery Bay will benefit from the requested Sheriff's Department "service" upgrades.

Thank you for your consideration.

Sincerely,

Bryon Gutow
President – Board of Directors

1800 Willow Lake Road • Discovery Bay • CA • 94505-9376

Telephone • 925.634.1131 • Fax • 925.513.2705

www.todb.ca.gov

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Water and Waste Water Monthly Report Town of Discovery Bay

June & July 2021

Safety & Training

Safe Work Days: 4,325

JJ Keller/ VNA University:

Heat Stress
Hand & Power Tool Safety

Weekly Safety Topics:

6/03 Near Miss Reporting, Environmental Awareness (Recycling)

6/10 Lightening & Dry Lightening Awareness (Grass Fires)

6/17 Hazards: Maintaining Electrical Rooms, Priorities

6/23 Fire Safety Monthly Inspection Reporting

6/30 Fireworks Safety (before 4th of July celebrations)

Safe Work Days: 4,356

JJ Keller/ VNA University:

Compressed Gas Cylinders
Hot Work: Safety Operations Training

Weekly Safety Topics:

7/07 Hydration

7/14 Extreme Heat

7/21 Weather Hazards While Driving

7/28 Job Safety Analysis (JSA)

Water Well Status

01

02

06

Willow WTP

Active

Active

Active

04

05

07

Newport WTP

Active

Active (Emergency)

Active

01

02

06

Willow WTP

Active

Active

Active

04

05

07

Newport WTP

Active

Active (Emergency)

Active

Water Production & Chemicals

Production (MG)

Chemicals (gal)
(Sodium Hypochlorite)

Willow WTP

51.9

2,548

Newport WTP

66.1

2,752

TOTAL

118

5,300

Willow WTP

42.25

3,367

Newport WTP

86.58

3,583

TOTAL

128.83

6,950

Water Compliance

Coliform Samples Collected: 20

Coliform Positive Results: 0

Water Quality Complaints: 0

Hydrant Flushing: 0

Valve Exercising: 0

Coliform Samples Collected: 16

Coliform Positive Results: 0

Water Quality Complaints: 0

Hydrant Flushing: 0

Valve Exercising: 0

Lift Station Status

A

Active

C

Active

D

Active

E

Active

F

Active

G

Active

H

Active

J

Active

R

Active

S

Active

Newport

Active

Lakeshore

Active

Lakes

Active

Lakes 4

Active

Bixler

Active

Wastewater Flow & Chemicals

| | Total Flow (MG) | Influent Flow avg. (MG) | Discharge Flow avg. (MG) | |
|------------|-----------------|-------------------------|--------------------------|-----------|
| WW Plant 1 | 0 | 0 | 0 | |
| WW Plant 2 | 33.71 | 1.28 | 1.12 | PAC (gal) |
| | Polymer (gal) | Alum (gal) | | 0 |
| | 200 | | | 0 |

| | | | | |
|------------|-------|------|------|---|
| WW Plant 1 | 0 | 0 | 0 | |
| WW Plant 2 | 35.53 | 1.25 | 1.15 | 0 |
| | 400 | 0 | | 0 |

Wastewater Compliance

Effluent BOD₅, mg/L (10): 1.8

Effluent TSS, mg/L (10): 1.4

Total Coliform 7 day median (23): ND

Total Coliform daily max (240): ND

Eff NTU daily avg (2): 0

Eff Ammonia (N), mg/L (8.4): ND

Removal BOD₅, monthly (85%): 99.3%

Removal TSS, monthly (85%): 99.2%

Conductivity annual avg (2,400): 2,300

Effluent BOD₅, mg/L (10): 0.9

Effluent TSS, mg/L (10): 1.5

Total Coliform 7 day median (23): ND

Total Coliform daily max (240): ND

Eff NTU daily avg (2): 0

Eff Ammonia (N), mg/L (8.4): ND

Removal BOD₅, monthly (85%): 99.6%

Removal TSS, monthly (85%): 99.7%

Conductivity annual avg (2,400): 2,300

Maintenance & Improvements

SSOs: 0

Customer Inquires: 0

Projects:

Emergency repairs/upgrade Lift Station E (in progress)
WWTP 2 MCC room AC upgrade before Denitrification Project (in progress)
Solar drying bed emergency replacement of panel (blew off in wind) (in progress)
Mole B,C,D repairs (completed)
Mole A repairs (in progress)

SSOs: 0

Customer Inquires: 0

Projects:

Emergency repairs/upgrade Lift Station E (in progress)
WWTP 2 MCC room AC upgrade before Denitrification Project (in progress)
Solar drying bed emergency replacement of panel (blew off in wind) (in progress)
Mole A repairs (in progress)
Denitrification Project Coordination (ongoing)



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

August 18, 2021

Prepared By: Maddie Kibriya, Executive Assistant
Submitted By: Michael R. Davies, General Manager

Agenda Title

Discussion and Possible Action to Approve Update to the Town's Emergency Response Plan (ERP).

Recommended Action

Approve the draft Emergency Response Plan (ERP).

Executive Summary

The Town of Discovery Bay established a certified Emergency Operations Plan (EOP) that was adopted by Resolution No. 2015-19 on December 2nd, 2015. The Emergency Operations Plan is to be used during an emergency.

Staff presented a draft of a revised ERP to the Internal Ops committee on August 4th, 2021 and received initial feedback on making some minor changes which have been completed. Staff presents before you today, an updated Emergency Response Plan (ERP). The Emergency Response Plan is just one section of the comprehensive Emergency Operations Plan.

The District is required to have a working EOP in order to receive State and Federal reimbursements during a declared emergency. Generally, reimbursement is in the neighborhood of 90%.

Staff has been updating the existing EOP to include this ERP and maintain compliance with:

- Standardized Emergency Management System (SEMS)
- National Incident Management System (NIMS)
- California Department of Emergency Services (Cal OES)
- Federal Emergency Management Agency (FEMA)

The ERP is a concise booklet for staff to use while in the field to ensure a smoother and more efficient response to specific hazards, emergencies, or disasters that may threaten our Town. The ERP will be distributed to staff inside their emergency response backpacks and once approved by the Board, the ERP will be established as a training requirement for all District Employees.

Previous Relevant Board Actions for This Item

Approve and Adopt Resolution No. 2015-19 - Certification of the Town of Discovery Bay Emergency Operations Plan

Attachments:

Draft of ERP

AGENDA ITEM: F-1



TOWN OF DISCOVERY BAY CSD

**EMERGENCY RESPONSE PLAN (ERP)
BOOKLET**

Revised August 2021

EMERGENCY USE OF THIS PLAN

STEP 1

- Turn to **APPENDIX 1, Page 37** EOC Assignments
- Determine Your EOC Positional Assignment and report to EOC when safe to do so.
- Important contact #s for Personnel, Veolia, and First Responders are in front pocket.

STEP 2

- Turn to **SECTION 2, Page 6** EOC Setup Procedure
- Set up EOC based on layout provided.

STEP 3

- Noting your EOC Assignment, refer to:
 - 1) EOC Positional Checklists in **SECTION 3**
 - 2) Facility Safety Inspection Checklists in **SECTION 4**
 - 3) **APPENDICES** for supplemental information as you assume emergency response duties.

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END



You are hereby designated as a “Disaster Service and Relief Worker.”

Make sure that all actions taken from this point on are safe to yourself and to others to avoid creating a more serious situation than already exists.

You may be performing work significantly different from your normal work assignments. Pursuant to California Government Code Section 3100, et seq., public employees are declared Disaster Services Workers in the event of a disaster.

Familiarize yourself with the contents of this Emergency Response Plan booklet, it can save your life!

EMERGENCY RESPONSE PLAN (ERP)

This Emergency Response Plan (ERP) booklet is to be used in conjunction with the Town of Discovery Bay's Emergency Operation Plan (EOP), as amended. This booklet is an in-field concise guide that serves as the basis for effective responses to hazards that threaten the jurisdiction. **This ERP is a step-by-step procedure and must be followed in the correct order of events**, if it is safe to do so. This will ensure that immediate needs are addressed first and facilitate a smoother and more efficient response to an emergency or disaster.

A copy of the Emergency Operation Plan (EOP) is located in the OPERATIONS Emergency Bin in the Supply Room. Additional copies have been distributed to key staff.

EMERGENCY OPERATIONS CENTER (EOC)

The Emergency Operations Center (EOC) will be activated at TODB District Offices at 1800 Willow Lake Road unless otherwise directed. The EOC shall only be activated in the event it is safe and does not pose a threat to the safety and welfare of Disaster Services Workers. In the event the EOC is not available for use, an alternate location shall be identified by the General Manager pursuant to the best available and safe location.

The EOC serves as the central point for information gathering, processing, and dissemination; coordination of all Town emergency operations, and coordination with other agencies and the Operational Area EOC. The EOC is partially or fully activated by the Director of Emergency Services, according to the requirements of the situation.

YOUR ROLE FOLLOWING A DISASTER IS:

1. Once your family situation is stable, call your immediate supervisor for direction and reporting instructions.
2. Make certain your personal contact numbers are operable, bring a phone charging cable.
3. If you are unable to contact your supervisor, report to the District Office as soon as is reasonably possible.
 - a. If you are unable to report to the TODB District Office, report to the next closest District facility.
 - b. If you are unable to report to any District facility, report to the nearest First Responder location, Red Cross Shelter, or other local government Emergency Operations Center.



RENDEZVOUS AND HEADCOUNT

___ Do a quick headcount, there are ___ District Employees present and ___ NOT present at ___ AM/PM.

___ In addition, there are contract employees (Veolia Water) and there may be temporary/seasonal employees and visitors on site. Any or all may be at one (1) or both water treatment facilities, one (1) or both wastewater treatment facilities, one (1) or both offices and Community Center, or within the District at any given time.

Refer to Quick Check List below for additional locations where Employees may be present at the current time.

SEARCH AND RESCUE

Once the headcount is performed use the CONFIDENTIAL LISTING in front pocket to identify which employees, if any, are “missing”. If it is safe to do so, assign specific employees to try and locate where they were last seen. First Responders are the only personnel authorized to direct search and rescue missions in areas deemed unsafe.

As directed, assist and provide support to Urban Search and Rescue teams (USAR) in their search efforts. Those most familiar with the respective site may accompany USAR *if requested*.

For life threatening situations use common sense and all the personnel available. *Expect the worst.*

EMERGENCY COORDINATOR “QUICK CHECK LIST”:

- ___ Administer necessary first aid or CPR to all seriously injured personnel.
- ___ Perform rendezvous/headcount for District employees. Refer to CONFIDENTIAL LISTING in front pocket.
- ___ Call necessary emergency services. Refer to Emergency Notification Phone List in front pocket.
- ___ Coordinate with search & rescue operations and First Responders (Police/Fire/EMS), as directed.
- ___ Using the most qualified people available, organize facility checks using SAFETY INSPECTION CHECKLISTS:

| LOCATION | ASSIGNED TO | TIME CHECKED |
|--------------------------------------------------------------------------------------------------------------------------|-------------|--------------|
| 1) Wastewater Treatment Plant #1 (2500 Channel Road) | | |
| 2) Wastewater Treatment Plant #2 (17501 Highway 4) | | |
| 3) Willow Lake Water Treatment Plant Booster Building & Water Tanks 3A) District Office (1800 Willow Lake Road) | | |
| 4) Newport Water Treatment Plant (1800 Newport Drive) | | |
| 5) Community Center (1601 Discovery Bay Blvd) | | |



UPDATED 8/1/2021

EMERGENCY NOTIFICATION PHONE LIST – FIRST RESPONDERS**ANIMAL CONTROL**

| | |
|----------------|--------------|
| Animal Control | 925 335 8300 |
| | 925 779 6989 |
| Vector Control | 925 771 6696 |

EMERGENCY SERVICES – CALL 211

| | |
|--------------------------------------|--------------|
| CCC Office of Emergency Services | 925 228 5000 |
| Cal OES Coastal Region II Mutual Aid | 916 206 1470 |
| Cal EMA | 916 845 8510 |
| CCC Health Department | 925 692 8510 |
| Community Warning System | 925 313 9622 |
| American Red Cross | 510 594 5100 |
| FEMA | 800 621 3362 |

EMERGENCY MEDICAL SERVICES – CALL 911

| | |
|----------------------------|--------------|
| Ambulance Services AMR | 800 913 9106 |
| Ambulance / Paramedics | 925 933 1313 |
| Emergency Medical Services | 925 933 1313 |

FIRE DEPARTMENT

| | |
|-------------------------------------|-------------------|
| Fire and EMS Service | 911 from landline |
| ECCFPD Bixler Station 59 | (3.7 mi) |
| 1685 Bixler Rd. Discovery Bay 94505 | |
| Dial from cell phone | 925 933 1313 |
| Fire Dispatch | 925 757 1303 |
| Business Services | 925 634 5486 |

GAS OR ELECTRICAL EMERGENCY

| | |
|--------------------|--------------|
| PGE Emergency Line | 800 743 5000 |
| 24HR PGE Liaison | 925 768 2951 |

HAZARDOUS MATERIALS

| | |
|-----------------------------------------------------------------|--------------|
| 24hr HazMat Emergency Line | 925 335 3232 |
| CCC Hazmat Program | 925 335 3200 |
| East County Delta Household Hazardous Waste Collection Facility | 925 756 1990 |
| Poison Control | 800 222 1222 |

HOSPITALS WITH EMERGENCY CARE

| | |
|----------------------------------------|--------------|
| Urgent Care John Muir Health | (10.3mi) |
| 2400 Balfour Rd Suite 120, Brentwood | 925 308 8111 |
| Kaiser Antioch Medical Center | (14.8mi) |
| 4501 Sand Creek Rd, Antioch | 925 813 3100 |
| CCC Medical Center, Martinez | 925 370 5000 |
| Children's Hospital, Oakland | 510 428 3000 |
| John Muir Medical Center, Walnut Creek | 925 939 3000 |

LAW ENFORCEMENT AND POLICE DISPATCH

| | |
|-------------------------------------------------------|--------------|
| Sheriff Dispatch | 925 646 2441 |
| Brentwood Police Dispatch | 925 778 3911 |
| Brentwood Non Emergency | 925 778 2441 |
| CCC Sheriff's Delta Station (inside Bwood PD) (7.2mi) | |
| 9100 Brentwood Blvd. | |
| CA Highway Patrol | 925 646 4980 |

PSYCHIATRIC EMERGENCY SERVICES

| | |
|---------------------------------------|--------------|
| Psychiatric Emergency Services | 925 646 2800 |
| Contra Costa Regional Health | |
| 2500 Alhambra Ave. Martinez (37.5 mi) | |
| Hospital Administration | 925 370 5100 |
| Contra Costa Crisis Center | |
| On site Mobile Grief Response Team | 800 837 1818 |

SANDBAG STATIONS

| | |
|-----------------------|--------------------------------------|
| Byron Airport | 500 Eagle Court Byron 94514 (8.5 mi) |
| Knightsen Farm Bureau | 3020 2nd St. Knightsen (10mi) |

TRANSPORTATION – CALL 511

| | |
|-------------------------|--------------|
| ARI Roadside Assistance | 800 227 2273 |
| BART Information | 510 464 6000 |
| Tri Delta Transit | 925 754 4040 |
| Dial A Ride | 925 754 3060 |

WATER RELATED

| | |
|-----------------------------------|--------------|
| Reclamation District 800 | 925 634 2351 |
| Discovery Bay Harbor Master | 925 634 5928 |
| US Coast Guard | 707 643 2975 |
| CCC Public Works Flood Zones | 925 313 2351 |
| Flood Maintenance Division | 925 313 7000 |
| Dept of Boating and Waterways SAC | 888 326 2822 |
| Raw Sewage Entering Body of Water | 800 852 7550 |
| State Water Quality Control Board | |
| Raw Sewage Spills | 707 576 2220 |

VEOLIA STAFF

| | |
|-----------------------|--------------|
| 24Hour Emergency Line | 925 634 8818 |
| Project Manager | 812 217 8524 |
| Admin Asst to PM | 510 871 1068 |
| Lead Operator | 925 786 9131 |
| O&M Tech II | 925 895 5265 |
| Maintenance Lead | 925 503 3055 |

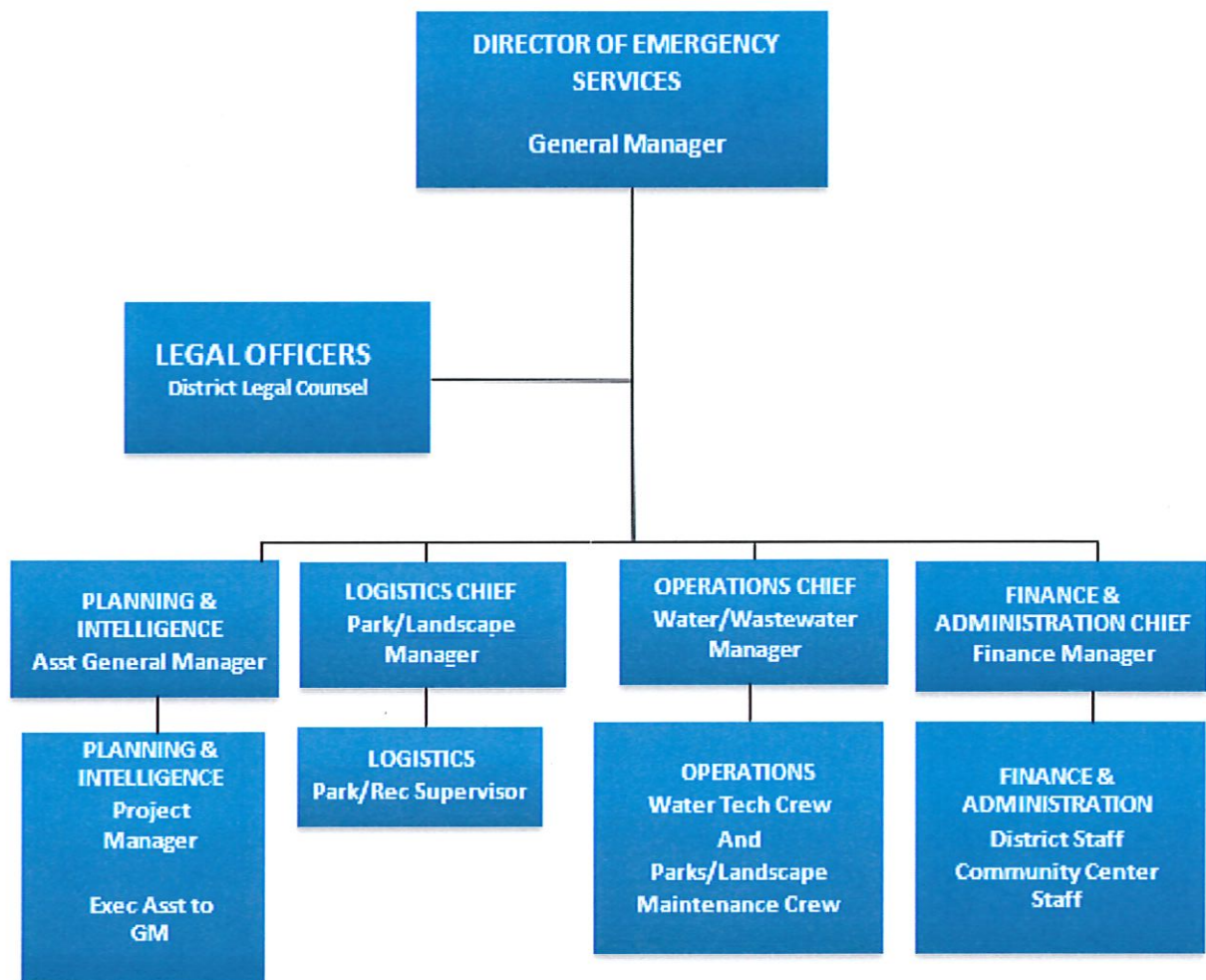


EOC ASSIGNMENT OF RESPONSIBILITIES

The District will use its paid, contract, and volunteer staff as shown below to perform its responsibilities in an emergency. The Emergency Operations Center is based on these functions. The assignments of authority and responsibility ensure that needed emergency actions can be taken promptly and efficiently.



**Emergency Operations Center
Organizational Chart**



**DO NOT OVERREACT AND CREATE A WORSE SITUATION.
PROTECT EVERYONE FROM FURTHER HAZARDS.**

GENERAL RESPONSE GUIDELINES FOR ALL HAZARDS

Major disasters must be anticipated and procedures must be developed and mastered if the well-being of our personnel is to be protected and if we are ready to serve our community.

The following pages detail the organizational structure of our plan and outlines emergency measures to be taken in the event of fire, earthquake, flooding, high winds, severe weather, toxic/chemical spill or other major disaster which threatens personnel, equipment, or general public safety, property and the environment.

EMPLOYEE IDENTIFICATION CARDS

All employees shall be issued a Town of Discovery Bay Community Services District identification card that identifies their name, their employment position at the District, and that they are a declared Disaster Services Worker. This ID card must be worn and prominently displayed at all times.

EOC ACTIVATION AND RESPONSE LEVELS

There are three (3) levels of activation of the Emergency Operations Center, or EOC. They are a full activation; partial activation; or monitoring. The General Manager will make the determination as to which level of activation is necessary for the threat.

The Town of Discovery Bay Community Services District participates in the Standardized Emergency Management System, or SEMS (to be trained in 2022). SEMS unifies all elements of California's emergency management community into a single integrated system and standardizes key elements. SEMS incorporates the use of the Incident Command System (ICS), California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), the Operational Area (OA) concept and multiagency or inter-agency coordination. State agencies are required to use SEMS and local government entities must use SEMS in order to be eligible for any reimbursement of response-related costs under the federal and state disaster assistance programs.

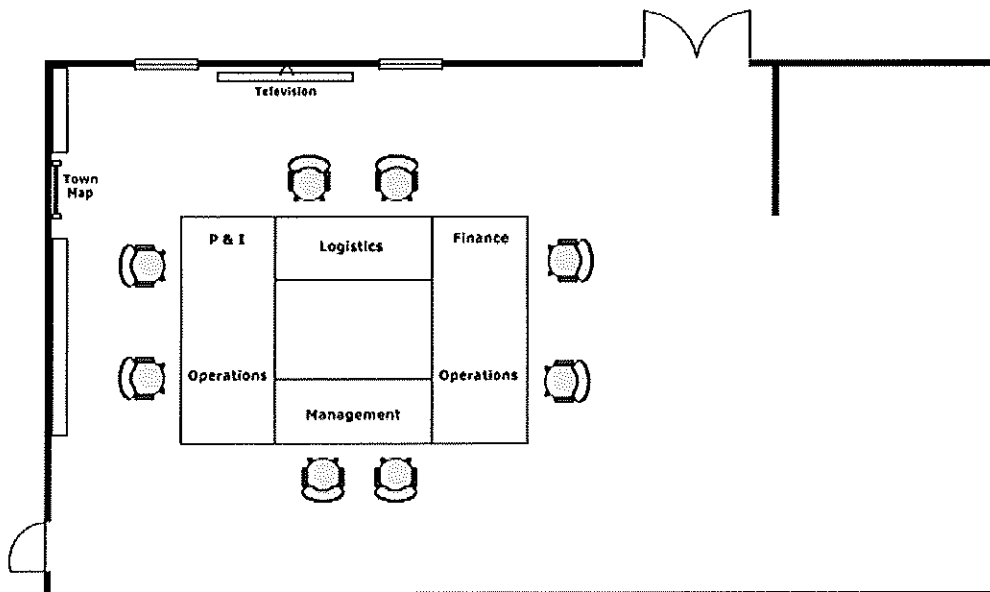


EOC ACTIVATION AND SETUP PROCEDURE

- Check in with Director of Emergency Services to determine level of EOC activation.
- Set up tables according to the EOC set up diagram. Place chairs around each of the tables.
- EOC supplies are kept in containers (by Section) along the west wall of the EOC area.
- Set up the tables with the supplies from the appropriately labeled containers, including telephones and laptop computers. Remove the vests and place them on the chairs around the tables.
- Turn on television on the side wall to initially monitor news reports.
- If needed, turn on radios for the Operations Section.
- Read the position checklists for specific duties and begin EOC operations.

EMERGENCY OPERATIONS CENTER DIAGRAM

Example of EOC Setup



EOC SUPPLY LIST

1. TODB maintains all EOC equipment and materials in the Supply Closet. There are six (6) clear 64 gallon plastic totes which are labeled for each EOC Unit:
 - 1) DIRECTOR OF EMERGENCY SERVICES
 - 2) OPERATIONS
 - 3) PLANNING AND INTELLIGENCE
 - 4) FINANCE/ADMINISTRATION
 - 5) LOGISTICS
 - 6) EMERGENCY CELL PHONES
2. Grab your Red Emergency Services Backpack and wear your TODB Emergency Services ID Card.
3. You may be issued a TODB Emergency Cell Phone to use during the emergency response.
 - a. Keep these three (3) items with you at all times (Backpack, Emergency phone, TODB ID card).
 - b. Backpack contains the most current copy of the Emergency Response Plan (ERP) Booklet.

EOC CLOSEOUT CHECKLIST

- Notify appropriate agencies and individual sites that EOC is being closed.
- Collect data, logs, situation reports, message forms, and other significant documentation. Place in a secure file box. Mark the outside with the date and any state or federal numbers associated with the response.
- Deliver the information to the Finance Section Chief.
- Fold and repack re-usable maps, charts, materials.
- Collect and place all equipment and supplies in the appropriate containers.
- Make a list of all supplies that need replacement and forward to the Logistics Section Chief.
- Return vests to the containers.
- Turn off all radios, computers, and the television.
- Leave the Town Office meeting area in good order.



EOC ACTION PLAN

Town of Discovery Bay



| | |
|---------------------------|--------------|
| OPERATIONAL PERIOD | |
| DATE: | TIME: |

EMERGENCY RESPONSE PLAN

| Town of Discovery Bay - Emergency Operations Center Message Form | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|--------|---------|---------------------------------------------------------------------------------------------------------------------|--|
| Message Information | Date: | Time: | Msg#: | Incl#: | Priority | |
| Received From: Telephone <input type="checkbox"/> Fax <input type="checkbox"/> Gov't Radio <input type="checkbox"/> Other Agency <input type="checkbox"/> Walk In <input type="checkbox"/> | | | | | Check One | |
| Message To: | | | Phone: | | <input type="checkbox"/> Life Threatening <input type="checkbox"/> Urgent <input type="checkbox"/> Non-Urgent | |
| Message From: | | | Phone: | | | |
| Received/Sent By: | | | Phone: | | | |
| ROUTING OF FORM | | | | Message | | |
| Management | | ACTION | INFO | | | |
| Director of Emergency Services | | | | | | |
| Legal Officer | | | | | | |
| Operations | | ACTION | INFO | | | |
| Operations Section Chief | | | | | | |
| Planning & Intelligence | | ACTION | INFO | | | |
| P&I Section Chief | | | | | | |
| Logistics | | ACTION | INFO | | | |
| Logistics Section Chief | | | | | | |
| Finance | | ACTION | INFO | | | |
| Finance Section Chief | | | | | | |

| Town of Discovery Bay - Emergency Operations Center Message Form | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|--------|---------|---------------------------------------------------------------------------------------------------------------------|--|
| Message Information | Date: | Time: | Msg#: | Incl#: | Priority | |
| Received From: Telephone <input type="checkbox"/> Fax <input type="checkbox"/> Gov't Radio <input type="checkbox"/> Other Agency <input type="checkbox"/> Walk In <input type="checkbox"/> | | | | | Check One | |
| Message To: | | | Phone: | | <input type="checkbox"/> Life Threatening <input type="checkbox"/> Urgent <input type="checkbox"/> Non-Urgent | |
| Message From: | | | Phone: | | | |
| Received/Sent By: | | | Phone: | | | |
| ROUTING OF FORM | | | | Message | | |
| Management | | ACTION | INFO | | | |
| Director of Emergency Services | | | | | | |
| Legal Officer | | | | | | |
| Operations | | ACTION | INFO | | | |
| Operations Section Chief | | | | | | |
| Planning & Intelligence | | ACTION | INFO | | | |
| P&I Section Chief | | | | | | |
| Logistics | | ACTION | INFO | | | |
| Logistics Section Chief | | | | | | |
| Finance | | ACTION | INFO | | | |
| Finance Section Chief | | | | | | |

- EVENT BRIEFING -

EVENT NAME:

DATE PREPARED:

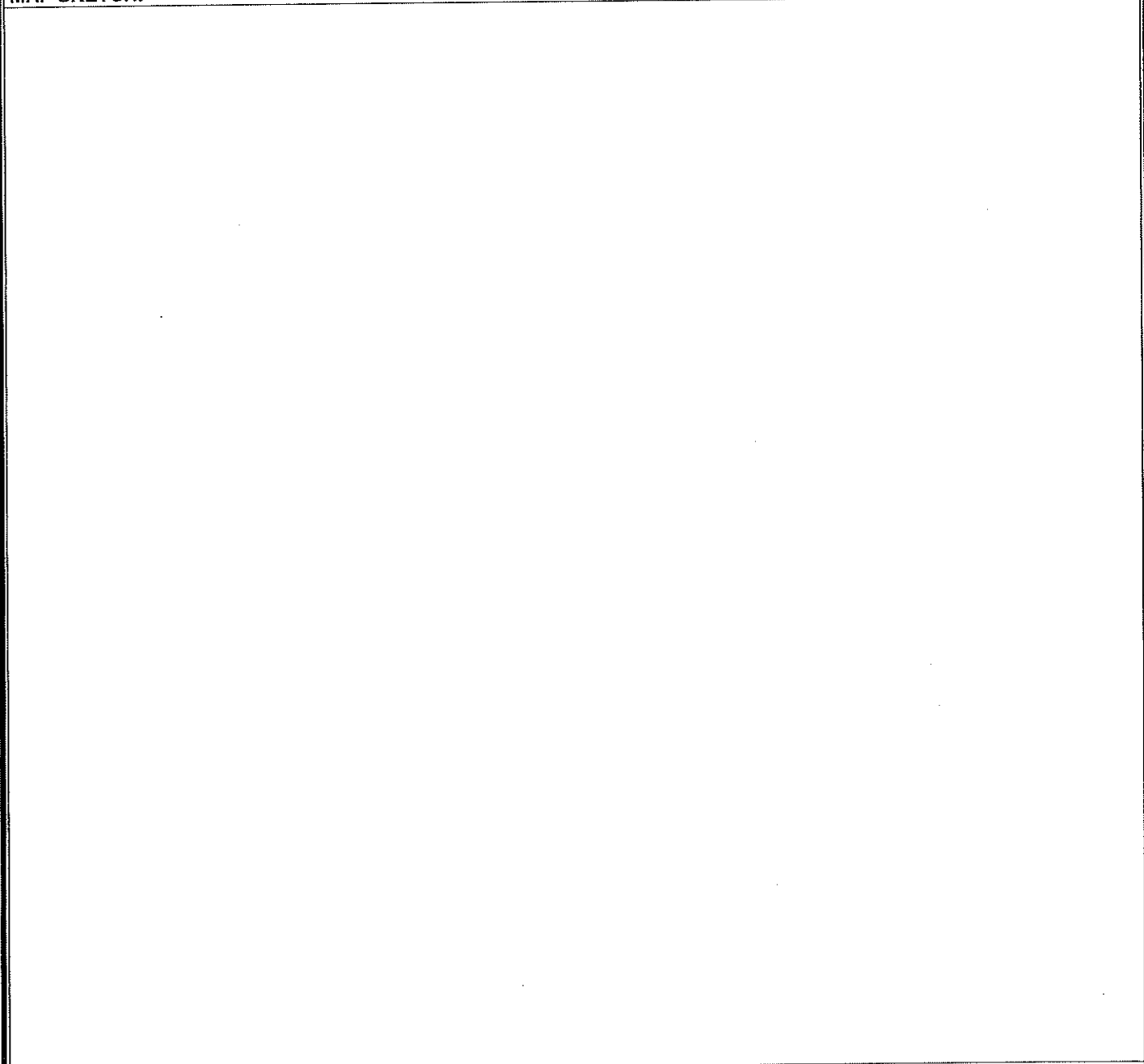
TIME PREPARED:

CURRENT OPERATIONAL PERIOD (DATE/ TIME):

Town of Discovery Bay Community Services District

Special District

MAP SKETCH:



PREPARED BY:

APPROVED BY:

- SUMMARY OF PRIORITIES, OBJECTIVES & ACTIONS -

OVERALL EVENT PRIORITIES

MANAGEMENT SECTION OBJECTIVES

OPERATIONS SECTION OBJECTIVES

PLANNING & INTELLIGENCE SECTION OBJECTIVES

LOGISTICS SECTION OBJECTIVES

FINANCE SECTION OBJECTIVES

ADDITIONAL INFORMATION:

- ORGANIZATION ASSIGNMENTS LIST -

| | | |
|-------------|----------------|----------------|
| EVENT NAME: | DATE PREPARED: | TIME PREPARED: |
|-------------|----------------|----------------|

CURRENT OPERATIONAL PERIOD (DATE/ TIME):

ACTIVATION LEVEL:

LEVEL ONE
 LEVEL TWO
 LEVEL THREE

EOC STAFFING

| EOC POSITION | INDIVIDUAL'S NAME | PHONE NUMBER |
|-----------------------------------------|-------------------|--------------|
| Director of Emergency Services | | |
| Legal Officer | | |
| Operations Section Chief | | |
| Planning and Intelligence Section Chief | | |
| Logistics Section Chief | | |
| Finance Section Chief | | |

Current Actions:

WEATHER FORECAST:

TEMPERATURE: _____ WIND SPEED: _____

ADDITIONAL FORECAST INFORMATION:

ATTACHMENTS:

Preserve Status Form
 Other

Other
 Other

| | |
|--------------|-----------------------------------------------|
| PREPARED BY: | APPROVED BY (Director of Emergency Services): |
|--------------|-----------------------------------------------|



**Town of Discovery Bay
Emergency Operations Center
Situation Status Report**

Date:

Time:

1. SITUATION SUMMARY

(Narrative)

2. FACILITIES STATUS:

3. INJURIES or FATALITIES:

(Informational Purposes Only)

4. COMMUNICATION SYSTEM STATUS:

5. LIST OF TOWN ISSUES TO BE ADDRESSED:

6. ADDITIONAL PERSONNEL & EQUIPMENT REQUIREMENTS:

7. ADDITIONAL INFORMATION:

By (Director of Emergency Services): _____

FIRE / EXPLOSION**KEEP CALM...REPORT ALL FIRES AND SMOKE**

In the event of a fire, either a building or ground fire, the following steps should be taken:

If you are on fire – STOP-DROP-ROLL

1. Call the Fire Department IMMEDIATELY, Dial 911. *Do not assume that District personnel can control the fire.* Fire Departments would rather respond to a fire that is extinguished than to get the call after the fire is out of control. Assign an employee to meet the Fire Department at the main entrance in order to direct them to the fire area.
2. Evacuate all personnel from affected buildings. Working away from the involved area, clear all areas of personnel and visitors.
3. If safe to do so, use facility fire extinguishers to extinguish or control the fire. The extinguishers on site are for wood/paper, liquids, and electrical fires. Do not use water on electrical, solvent, or chemical fires. Water can be used for building or grass/ground fires.
4. If a fire is in a "high risk" area such as a flammable storage area, if it is safe to do so, shut all doors and windows upon exiting the building and call 911. If there is a grass fire an immediate danger is smoke inhalation. Call 911. Re-entry onto the property will not be permitted until it is declared safe to do so by the local fire/law enforcement officials.

There are several areas throughout the facility and office that have an increased threat level for explosion. These are flammable storage areas, and diesel/gas storage tanks. In the event of any type of explosion the following steps should be followed:

1. Call the Fire Department IMMEDIATELY, **CALL 911.**
2. Evacuate the immediate area.
3. Rendezvous at the main office or shop and perform the standard headcount procedure to determine if any personnel are missing. Begin search and rescue if safely possible.
4. When calling the Fire Department give them as much information as possible. The following should be included:
 - a. Fire Location.
 - b. Fire and/or explosion type:
 - i. Building involved
 - ii. Chemical Storage
 - iii. Flammable storage area
 - iv. Any known toxics released (Chlorine)



HAZMAT / CHEMICAL SPILL

In the event of a Hazardous Materials breach, chemical spill or accident involving the release of Hazardous Materials, immediately call 911.

East Contra Costa County Fire Protection District and Contra Costa County HazMat will respond and provide immediate control of the incident.

24-hour hotline number for HazMat emergencies only: (925) 335-3232

Do not attempt to resolve the situation – Hazardous Materials are extremely dangerous and can cause life threatening conditions and can be extremely flammable.

If you are in the immediate vicinity of a hazardous materials incident, immediately “Shelter In Place” and wait for further direction from First Responders.. **Immediately call 911.** DO NOT assume someone else has already contacted emergency first responders.

1. Immediately shelter in place.
2. IMMEDIATELY, CALL 911.
3. When calling 911, provide as much information as possible. The following should be included:
 - a. Location of Incident.
 - b. Type of incident, if known (accident involving vehicle carrying hazardous materials, chlorine leak, etc.):
 - c. Chemical Storage
 - d. Flammable storage area
 - e. Any known toxics released (Chlorine)



EARTHQUAKE

Town of Discovery Bay and adjacent communities have many earthquake faults throughout the area, such as the Concord Greenbelt Fault. This means that there is a potential for an earthquake at any time. The degree of seriousness of any earthquake is unpredictable; therefore everyone should be aware of the correct response in order to reduce the risk of injuries.

The following steps should be taken in the event of a **noticeable** earthquake (observable movement of building and/or grounds):

1. During the shaking:
 - a. If you are already inside a building – DO NOT go outside the building unless the building itself poses a dangerous situation.
 - b. DUCK – COVER – HOLD!
 - c. GET UNDER a sturdy desk or table. Stay near the center of the building, away from glass doors and windows. STAY THERE UNTIL THE SHAKING STOPS ENTIRELY.
If you are already outside – Stay away from trees, poles, electrical wires, and other potential dangers. A wide open area free from overhead obstructions is most desirable.
 - i. Watch for falling debris – most casualties during a quake result from falling materials.
 - ii. Watch for downed or exposed electrical lines – assume all electrical lines are **HOT** and avoid them.
 - iii. Watch for trip hazards, chemical spills or other hazardous situations and avoid them. Go to another area or go to an outside area that is barren of buildings, chemicals, electrical lines, etc.
2. After the shaking:
 - a. Rendezvous at your work station (or outside of facility) and follow the step procedures in the Disaster Response Plan.
3. Note:
 - a. After shocks are common and can be as dangerous as the initial earthquake. STAY OUT of weakened structures – if the designated emergency station appears structurally unsound, the emergency coordinator should have an alternate building inspected and set up as the Emergency Operations Center.



FLOOD / DAM / LEVEE FAILURE

In the event of a major flood, levee failure or breach of the Los Vaqueros Dam, the following are the immediate concerns and the steps to be taken:

MOVE TO HIGH GROUND. The highest natural point in Discovery Bay is the parking lot outside of the Discovery Bay Marina adjacent to the Boardwalk Grill Restaurant. The roof of Discovery Bay Elementary School is also of an elevation that could provide brief, short-term emergency relief until first responders arrive to manage the emergency.

1. Major Equipment Submersion
 - a. If flood levels increase that major equipment, especially motors and other electrical components may become submerged and become damaged, begin sandbagging and/or using auxiliary pumps to prevent damage.
 - b. If any motors, electrical outlets, etc. are already submerged ASSUME THAT THE AFFECTED AREA IS HOT (Electricity is still serving the components). Shut off all affected equipment at the MAIN BREAKERS AND LOCK OUT!
 - c. Check the flooded area for electrical hazards – enter the area wearing rubber boots *only* after checking for all possible electrical hazards.
2. Chemical / Fuel Storage Areas
 - a. Most storage areas in the facility would not be affected by flooded conditions as they are stored in above ground water tight tanks and/or containers.
 - b. In the event that the facility becomes flooded and chemicals are on the floor wear protective gear (boots and rubber gloves) as many of the concentrated acids and caustics are clear liquids and could be mistaken for water.
3. Pumping Stations
 - a. If a pumping station becomes flooded due to high wet weather flows, the major concern is to reduce unsafe conditions caused by raw sewage spills and overflows.

Put all available pumps on hand/full speed.

If possible bring in auxiliary pumps.

Notify:

- i. Reclamation 800 Water District - (925) 634-2351
- ii. State Water Quality Control Board – Raw Sewage Spills (707) 576-2220
- iii. Fish and Game Dept. – Raw sewage entering any body of water (800) 852-7550



HIGH WINDS / SEVERE WEATHER

In the event of high winds and or severe weather situations, stay indoors and monitor weather reports.

In the event of power failure, backup generators will activate and operate critical facilities. It may be necessary to roll out portable generators to facilities requiring power (such as lift stations).

If power lines are down – STAY AWAY. Call 911, and report immediately to PG&E. Assume no one has made that call.

During thunderstorm activity, the safest place to be is in a building away from windows and metal objects. Do not use land lines during this time as lightning may cause injury through wired phone lines.

If you are driving during heavy thunderstorm conditions, stay in your vehicle. Do not attempt to cross roadways that appear to be flooded.

If directed to do so, assist First Responders as necessary.

Situations of heavy rain may burden the community's storm drain system. Contact the County Office of Emergency Services at 911 or by calling (925) 646-4461.



TERRORISM EVENT

According to the FEMA publication *Principal Threats Facing Communities and Local Emergency Management Coordinators*, most terrorist activities are bombing attacks. Principal targets include military personnel and facilities, commercial establishments, and federal government buildings and property. However, based on the events surrounding September 11, 2001, there is an increasing threat of WMD (Weapons of Mass Destruction) incidents, including Nuclear, Biological, and Chemical attacks against civilian targets.

The degree of seriousness of any act of terrorism is unpredictable; therefore everyone should be aware of the correct response in order to reduce the risk of injuries.

If directed to do so, assist First Responders as necessary.

Contact the County Office of Emergency Services at 911 or by calling (925) 646-4461.



DIRECTOR OF EMERGENCY SERVICES

(ASSIGNED TO: GENERAL MANAGER, OTHER MANAGEMENT STAFF)

From the EOC, the Director of Emergency Services constantly assesses the situation and knows what resources are available. The Director determines strategy for implementing the Action Plan to handle the incident, and monitors how the plan is working. Adjustments to the plan can be made to meet the realities of the situation. In addition, the Director makes sure that the response is being fully documented for legal and financial reasons. The Director coordinates all response activities through the EOC Section Chiefs, and keeps the District's Board informed of the progress and strategies being implemented during the response.

The Director of Emergency Services is also responsible for the formulation and release of information about the event, as well as the point of contact for news media and other appropriate agencies and organizations. In addition, the Director is the conduit for information flow between the District and other jurisdictions. This may include, but is not limited to law enforcement agencies, the Fire Service, Public Works, Water Districts, and other county and State agencies.

See Action Checklist on next page.



DIRECTOR OF EMERGENCY SERVICES**ACTION CHECKLIST**

- Identify yourself as the Director of Emergency Services. Read this entire Checklist.
- Obtain a briefing on the extent of the emergency and recommended initial objectives.
- Depending on the type of the incident and the information available, order partial or full activation of the EOC.
- Determine if all key personnel have been notified.
- Brief Section Chiefs and ensure that they utilize the EOP Checklists.
- Determine the need for evacuation. If evacuation is required, contact the news media to pass specific evacuation instructions.
- Consider declaring a local emergency. Distribute declaration to the County Administrator and the Office of Emergency Services.
- Establish the frequency of briefing sessions for EOC staff.
- Establish operational work periods for all Emergency Operations Center and field personnel.
- Direct Section Chiefs to maintain appropriate Unit Logs, charts, and records.
- Review and approve the EOC Action Plan developed by the Planning and Intelligence Chief.
- Ensure that proper warning has been given to affected areas.
- Issue special information releases addressing rumors. Identify them as such, and provide correct information, if available.
- Provide information to the public on available transportation routes, closures, etc.
- Establish separate voice mail telephone hotlines for media and public use. Update regularly.
- In the case of a multi-jurisdictional event, coordinate the release of public information through a Joint Information Center (JIC).
- Arrange for escort and briefing service for the media and VIPs.
- If there is little or no damage to the town, prepare to provide mutual aid to neighboring jurisdictions.
- Maintain a list of assisting and cooperating agencies and Agency Representatives.
- Assist in establishing and coordinating interagency contacts.
- Keep agencies supporting the incident aware of its status.
- Keep the Board informed of all major problems and decisions.
- Maintain a Management Section Log noting messages received; decisions made and actions taken.
- Ensure that an After Action Report is completed at the deactivation of the EOC, and that Corrective Actions are noted, including who is responsible for the actions and when they are to be completed. The Director is to ensure that the Corrective Actions are completed by whom they were assigned, and that they are completed in the time allocated in the report.



NOTE: THE GENERAL MANAGER OR DESIGNEE WILL HAVE SOLE RESPONSIBILITY FOR AUTHORIZING CONTACT, NOTIFICATION, OR COMMUNICATION WITH ANY OF THE FOLLOWING AGENCIES:

California Regional Water Quality Control Board

1001 I Street
Sacramento, CA 95814
(916) 464-3291

Criteria for Notification: Immediate verbal notification of the release of any hazardous substance to the waters of the state which could affect the chemical, physical, biological, bacteriological, or radiological characteristics of its use.

Local Administering Agency

Contra Costa County Department of Health Services, Hazardous Materials Division
4585 Pacheco Blvd. Suite 100
Martinez, CA 94553
(925) 335-3200

Criteria for Notification: Immediate verbal report of any release or threatened release of hazardous material or waste.

State Administering Agency

California Office of Emergency Services
3720 Dudley Boulevard
McClellan, CA 95652
(800) 852-7550

Criteria for Notification: Immediate verbal report of any release or threatened release of a hazardous material or waste, fire or explosion, or other localized emergency which could threaten human health, property or the environment.

National Response Center

2100 2nd Street, Southwest, Room 2611
Washington, D.C. 20593
1 (800) 424-8802
The District Office telephone number is (925) 634 -1131



LEGAL OFFICER***(ASSIGNED TO: LEGAL COUNSEL)***

The Legal Officer is the District's Legal Counsel. As required, the Legal Officer provides advice to the Director of Emergency Services in all legal matters relating to the emergency. The Legal Officer assists the Director in declaring a local emergency and the implementation of emergency powers if required.

Action Checklist

- Identify yourself as the Legal Officer.
- Read this entire Checklist.
- Obtain a situation briefing on the extent of the emergency from the Director of Emergency Services.
- Advise Director of Emergency Services on declaring an emergency and/or issuing special orders.
- Monitor response effort and advise the Director of Emergency Services regarding liability exposures and protection against such exposures.
- Prepare proclamations, emergency ordinances, and other legal documents as required by the Director of Emergency Services.
- Develop rules and regulations required for acquisition and/or control of critical resources.
- Provide advice and prepare draft documents regarding the demolition of hazardous structures or abatement of hazardous conditions.
- Brief relieving staff upon arrival.
- Maintain a log noting messages received; decisions made; actions taken; and personnel on duty.
- Complete an After Action Report that should include a brief overview of support provided during the operation and suggested Corrective Actions to improve operations. Use the following format:
 - Issue
 - Corrective Action
 - Assigned to and due date for completion



OPERATIONS SECTION CHIEF***(ASSIGNED TO: WATER & WASTEWATER MANAGER, OTHER TOWN STAFF)***

The Operations Chief is responsible for the overall strategic management and coordination of the Town's water, wastewater, and water infrastructure and distribution services.

Action Checklist

- Obtain a briefing from the Director of Emergency Services.
- Evaluate the field conditions associated with the emergency. Ensure that all Town (Water, Wastewater, and Recreation) facilities are being checked for damage and problems.
- When appropriate, provide for an initial inspection of the entire Town and report locations of damaged structures, utilities, roads, signaled traffic controlled intersections, and associated facilities. Ensure this information is passed on to the Contra Costa County EOC.
- Manage the overall Operations related response.
- Determine what Town resources are committed to the event.
- Coordinate the use of outside contractors for major repairs.
- Coordinate the need for local water utility mutual aid for immediate priority problems.
- Coordinate with the Contra Costa County Public Works Coordinator (EOC) on major problems, actions taken, and resources available or needed.
- Coordinate resource needs with the Logistics Section Chief.
- Establish and maintain staging areas for operations related equipment and personnel.
- Arrange for feeding and sheltering of mutual aid Water Sector personnel as necessary with the Logistics Section.
- Assist the Planning and Intelligence Chief in the development of the Action Plan.
- If required, contact the Liaison with the East Contra Costa Fire District for the status of fire response, special problems, and its availability to respond. Advise the Director of Emergency Services and Planning and Intelligence Section of major problems and the general fire situation.
- In coordination with the Contra Costa County EOC and the American Red Cross, determine shelter site needs for Town residents, Town personnel and/or their families. Working with these agencies, request necessary food supplies, equipment and other supplies to operate shelter sites at Town facilities.
- Prepare the initial damage estimate to the Town's facilities. Collect and record the type and estimated value of damage.



PLANNING & INTELLIGENCE SECTION CHIEF***(ASSIGNED TO: ASST GENERAL MANAGER, OTHER TOWN STAFF)***

The Planning and Intelligence Section Chief is responsible for the collection, evaluation, documentation, and dissemination of incident information and intelligence within the EOC. Also, the Planning and Intelligence Section Chief is responsible for preparation of the Action Plan and the After Action Report, as well as other reports that may be required.

Action Checklist

- Identify yourself as the Planning and Intelligence Section Chief.
- Read this entire Checklist.
- Obtain a briefing on the extent of the emergency from the Director of Emergency Services.
- Assess the impact of the emergency on the Town including the initial damage assessment by Town staff and other field units.
- Provide for an authentication process in case of conflicting status reports on events.
- Initiate a display indicating the condition of the Town's Water, Wastewater, and Recreation Services infrastructure.
- Initiate a display of other significant events in and around the Town, including transportation and life safety issues.
- Insure that situation maps and displays are continually posted with current information.
- Prepare a Situation Report, an evaluation of the disaster or emergency situation as it specifically relates to the Town, including predictions on the course of the disaster or emergency, and forward it to the Director of Emergency Services to be used in briefings to the Board. In addition, a copy should be forwarded to the Contra Costa County EOC for their information.
- Develop an Action Plan identifying EOC Section objectives, significant response needs, and other issues that would affect EOC operations in an 8 to 12 hour time frame.
- Establish incident files relating to the emergency, and check for the accuracy.
- Maintain a file on all EOC messages.
- Establish EOC meeting schedules for use in preparing future Action Plans.
- Complete an After Action Report, which should indicate what Corrective Actions are needed, including who is responsible for the actions and when they are to be completed.



LOGISTICS SECTION CHIEF***(ASSIGNED TO: PARKS/LANDSCAPE MANAGER, OTHER TOWN STAFF)***

The Logistics Section Chief is responsible for all the services and support needs of the event. This includes procuring and maintaining essential personnel, facilities, equipment and supplies. They are also responsible for maintaining the EOC in operational order by procuring and repairing equipment, as well as obtaining supplies as needed. The Logistics Chief cooperates closely with the Operations Section to determine resources currently in place and what resources may be needed.

Action Checklist

- Identify yourself as the Logistics Section Chief.
- Read this entire Action Checklist.
- Obtain a briefing on the extent of the emergency from the Director of Emergency Services.
- Obtain initial instructions concerning Town work activities and priorities. For extended operations, consideration should be given to relief personnel. Shifts should not exceed 12 hour periods. Establish personnel schedule and rosters.
- Review with other Section Chiefs of existing Logistics resources and Logistics requirements for planned and expected operations.
- Provide office supplies and support as required to the other EOC Sections.
- Identify and coordinate for the procurement of additional service and support requirements of personnel, supplies and equipment to support planned and expected operations. Areas should include food, catering, janitorial, equipment repair and maintenance, temporary employment, and any other service needed during disaster operations.
- Coordinate with other outside companies and agencies about sources of services, equipment, and supplies.
- Alert personnel, contractors, and established vendors of any possible needs.
- As needed, prepare inventory of all Town supplies and equipment on-hand.
- Assist in the initial development and review of the Action Plan.
- Coordinate with the Finance Section for the administration of all financial matters pertaining to vendor contracts, open purchase orders, and service contracts.
- Brief and update the Director of Emergency Services of all logistics resources and support concerns.



FINANCE AND ADMINISTRATION SECTION CHIEF***(ASSIGNED TO: FINANCE MANAGER, OTHER TOWN STAFF)***

The Finance and Administration Chief provides advice and support to the Director of Emergency Services regarding financial issues, and insures that adequate records are maintained to support requests for State and federal assistance. They also ensure that personnel time worked by all those involved in the incident is also tracked, while providing cost analysis and projections. They also manage all legal claims for compensation filed against the Town.

Action Checklist

- Identify yourself as the Finance Section Chief.
- Read this entire Checklist.
- Obtain a briefing on the extent of the emergency from the Director of Emergency Services.
- Obtain initial instructions concerning work activities and priorities.
- Maintain a record of all personnel time worked at the emergency, which includes all volunteers.
- Determine the need for Compensation for Injury and Claims assistance from contracted specialists.
- Assist in the initial development and review of the Action Plan.
- Collect cost data, complete cost effectiveness analysis and determine cost estimates and make recommendations for cost savings.
- Insure that a Finance Section log is maintained, noting messages received, decisions made and actions taken, and personnel on duty.
- Insure that all records are current or complete prior to demobilization.
- Make recommendations for cost savings to the Director of Emergency Services.
- Provide for records security.
- Complete a Finance After Action Report that should include a brief overview of support provided during the operation and suggested Corrective Actions to improve operations. Use the following format:
 - Issue
 - Corrective Action
 - Assigned to and due date for completion



SAFETY INSPECTION CHECKLIST

1) WASTEWATER TREATMENT PLANT #1 (2500 CHANNEL ROAD)

A) Electric Power Status

- 1. Is commercial electricity available or is the back-up generator running?
The back-up generator will power the following:
 - i. Pumps, Screw Lifts, Chlorine Building, Control Building, and some Aerators
- 2. If the backup generator is operating, check the level of diesel fuel in the storage tank and arrange for a delivery if needed.
- 3. After all other safety checks have been performed call PG&E to check on commercial power availability 1 (800) 743-5000.

B) Headworks: Personal protective equipment

- 1. Make a visual inspection of the pumps, including motors and reducers.
- 2. Perform an operational check on both headworks/screw lifts.
- 3. If the screw lifts are damaged beyond immediate repair install the 6" diesel pump at the lifts to temporarily operate the headworks.
- 4. Make a visual inspection of the grinder.
- 5. If the grinder is non-operational open the bypass to divert the influent around the grinder.

C) Aerators

- 1. Check all aerators
 - i. Are they operational?
 - ii. Is each aerator anchored properly?
 - iii. De-energize the breakers of any unsafe aerator.

D) Levees and Ponds

- 1. Walk or drive, as applicable, all levees and check for cracks or leaks in any levees or ponds (Coordinate with Reclamation District 800).

E) Lift Stations

- 1. Check all lift stations on the SCADA computer system.
 - i. Are they operating properly?
 - ii. Are amps and levels normal?
 - iii. If power is out complete a manual inspection of all lift stations, using the best qualified person(s) available.
- 2. Make a visual inspection of any lift stations that are not functioning properly
- 3. Inspect any force mains suspected of failure.

INITIAL CHECK ASSIGNED TO: _____ DATE: _____ TIME: _____ AM/PM

ASSIGNED TO: _____ DATE CHECKED: _____ TIME: _____ AM/PM

ASSIGNED TO: _____ DATE CHECKED: _____ TIME: _____ AM/PM



SAFETY INSPECTION CHECKLIST

2) WASTEWATER TREATMENT PLANT #2 (17501 HIGHWAY 4)

A) Electric Power Status

1. Is commercial electricity available or is the back-up generator running?
The back-up generator will power the following:
 - ii. Pumps, Screw Lifts, Chlorine Building, Control Building, and some Aerators
2. If the backup generator is operating, check the level of diesel fuel in the storage tank and arrange for a delivery if needed.
3. After all other safety checks have been performed call PG&E to check on commercial power availability 1 (800) 743-5000.

B) Headworks: Personal protective equipment

1. Make a visual inspection of the pumps, including motors and reducers.
2. Perform an operational check on both headworks/screw lifts.
3. If the screw lifts are damaged beyond immediate repair install the 6" diesel pump at the lifts to temporarily operate the headworks.
4. Make a visual inspection of the grinder.
5. If the grinder is non-operational open the bypass to divert the influent around the grinder.

C) Aerators

1. Check all aerators
 - i. Are they operational?
 - ii. Is each aerator anchored properly?
 - iii. De-energize the breakers of any unsafe aerator.

D) Levees and Ponds

- a. Walk or drive, as applicable, all levees and check for cracks or leaks in any levees or ponds (Coordinate with Reclamation District 800).

E) Lift Stations

- a. Check all lift stations on the SCADA computer system.
- b. Are they operating properly?
- c. Are amps and levels normal?
- d. If power is out complete a manual inspection of all lift stations, using the best qualified person(s) available
- e. Make a visual inspection of any lift stations that are not functioning properly
- f. Inspect any force mains suspected of failure.

INITIAL CHECK ASSIGNED TO: _____ DATE: _____ TIME: _____ AM/PM

ASSIGNED TO: _____ DATE CHECKED: _____ TIME: _____ AM/PM

ASSIGNED TO: _____ DATE CHECKED: _____ TIME: _____ AM/PM



SAFETY INSPECTION CHECKLIST

3) WILLOW LAKE WATER TREATMENT PLANT (1800 WILLOW LAKE ROAD)

IF AT ANY TIME IT IS DETERMINED TO BE UNSAFE TO PERFORM ALL OR PART OF THE FOLLOWING TASK **DO NOT ATTEMPT TO DO IT!** REMEMBER – YOUR PERSONAL SAFETY COMES FIRST. IF THE SITUATION IS SERIOUS ENOUGH, EVACUATE THE IMMEDIATE AREA OR THE FACILITY IF NECESSARY (Please note Plant and Facility may be used interchangeably).

When performing facility safety checks the best qualified persons should be used. The following safety checks should be used as a reminder to check and secure equipment. It is not inclusive and close inspection and common sense need to prevail.

Water Treatment Plants:

- A) Chlorine (Sodium Hypochlorite) Storage Tank Area
 - 1. Check for evidence of a sodium hypochlorite leak
 - Is there liquid leaking from the tank?
 - Is the tank secure?
 - 2. If the answer is yes, evacuate the area and stabilize the tank by shutting off the pumps and closing all the valves on the tank, if it is safe to do so..
 - 3. Clean the area after all other safety checks have been performed.

- B) Electric Power Status
 - 1. Is commercial electricity available or is the back-up generator running?
 - i. The back-up generator will power the following:
 - ii. Pumps, Screw Lifts, Chlorine Building, Control Building, and some Aerators
 - 2. If the backup generator is operating, check the level of diesel fuel in the storage tank and arrange for a delivery if needed.
 - 3. After all other safety checks have been performed call PG&E to check on commercial power availability (800) 743-5000.

INITIAL CHECK ASSIGNED TO: _____ DATE: _____ TIME: _____ AM/PM

ASSIGNED TO: _____ DATE CHECKED: _____ TIME: _____ AM/PM

ASSIGNED TO: _____ DATE CHECKED: _____ TIME: _____ AM/PM



SAFETY INSPECTION CHECKLIST

3A) DISTRICT OFFICE BUILDING – 1800 WILLOW LAKE ROAD

IF AT ANY TIME IT IS DETERMINED TO BE UNSAFE TO PERFORM ALL OR PART OF THE FOLLOWING TASKS **DO NOT ATTEMPT TO DO SO!** REMEMBER – PERSONAL SAFETY COMES FIRST. IF THE SITUATION IS SERIOUS ENOUGH, EVACUATE THE IMMEDIATE AREA AND/OR YOUR WORKSTATION, IF NECESSARY.

When performing office safety checks the following should be used as a reminder to check and secure buildings and equipment. It is not inclusive and close inspection and common sense needs to prevail.

Buildings

1. Are buildings safe to enter? Check for structural damage before entering buildings.
2. Inspect equipment and machinery for damage.
Shut down any equipment or machinery that may be hazardous due to the disaster.
3. Is commercial electricity available?
If not, notify PG&E.
If yes, check alarm system status.
4. Check for natural gas leaks and turn off supply if necessary. Check for odor, visible broken lines, and/or excessive spinning meter dials.

Surrounding Area

1. Inspect area for hazards
2. Inspect water lines for leaks.
Shut off damaged water lines and schedule repairs.

INITIAL CHECK ASSIGNED TO: _____ DATE: _____ TIME: _____ AM/PM

ASSIGNED TO: _____ DATE CHECKED: _____ TIME: _____ AM/PM

ASSIGNED TO: _____ DATE CHECKED: _____ TIME: _____ AM/PM



SAFETY INSPECTION CHECKLIST

4) NEWPORT WATER TREATMENT PLANT (1800 NEWPORT DRIVE)

IF AT ANY TIME IT IS DETERMINED TO BE UNSAFE TO PERFORM ALL OR PART OF THE FOLLOWING TASK **DO NOT ATTEMPT TO DO IT!** REMEMBER – YOUR PERSONAL SAFETY COMES FIRST. IF THE SITUATION IS SERIOUS ENOUGH, EVACUATE THE IMMEDIATE AREA OR THE FACILITY IF NECESSARY (Please note Plant and Facility may be used interchangeably).

When performing facility safety checks the best qualified persons should be used. The following safety checks should be used as a reminder to check and secure equipment. It is not inclusive and close inspection and common sense need to prevail.

Water Treatment Plants:

1. Chlorine (Sodium Hypochlorite) Storage Tank Area
2. Check for evidence of a sodium hypochlorite leak
 - Is there liquid leaking from the tank?
 - Is the tank secure?
3. If the answer is yes, evacuate the area and stabilize the tank by shutting off the pumps and closing all the valves on the tank, if it is safe to do so..
4. Clean the area after all other safety checks have been performed.
5. Electric Power Status
6. Is commercial electricity available or is the back-up generator running?
 - a. The back-up generator will power the following:
Pumps, Screw Lifts, Chlorine Building, Control Building, and some Aerators
7. If the backup generator is operating, check the level of diesel fuel in the storage tank and arrange for a delivery if needed.
8. After all other safety checks have been performed call PG&E to check on commercial power availability (800) 743-5000.

INITIAL CHECK ASSIGNED TO: _____ DATE: _____ TIME: _____ AM/PM

ASSIGNED TO: _____ DATE CHECKED: _____ TIME: _____ AM/PM

ASSIGNED TO: _____ DATE CHECKED: _____ TIME: _____ AM/PM



SAFETY INSPECTION CHECKLIST

5) COMMUNITY CENTER SAFETY (1601 DISCOVERY BAY BLVD)

IF AT ANY TIME IT IS DETERMINED TO BE UNSAFE TO PERFORM ALL OR PART OF THE FOLLOWING TASKS **DO NOT ATTEMPT TO DO SO!** REMEMBER – PERSONAL SAFETY COMES FIRST. IF THE SITUATION IS SERIOUS ENOUGH, EVACUATE THE IMMEDIATE AREA AND/OR YOUR WORKSTATION, IF NECESSARY.

When performing office safety checks the following should be used as a reminder to check and secure buildings and equipment. It is not inclusive and close inspection and common sense needs to prevail.

Buildings

- 1. Are buildings safe to enter? Check for structural damage before entering buildings.
- 2. Inspect equipment and machinery for damage.
Shut down any equipment or machinery that may be hazardous due to the disaster.
- 3. Is commercial electricity available?
If not, notify PG&E.
If yes, check alarm system status.
- 4. Check for natural gas leaks and turn off supply if necessary. Check for odor, visible broken lines, and/or excessive spinning meter dials.

Surrounding Area

- 1. Inspect area for hazards
- 2. Inspect water lines for leaks.
Shut off damaged water lines and schedule repairs.

INITIAL CHECK ASSIGNED TO: _____ DATE: _____ TIME: _____ AM/PM

ASSIGNED TO: _____ DATE CHECKED: _____ TIME: _____ AM/PM

ASSIGNED TO: _____ DATE CHECKED: _____ TIME: _____ AM/PM



SAFETY INSPECTION CHECKLIST

OTHER FACILITY SAFETY CHECKS – LEVEES, PUMP STATIONS

IF AT ANY TIME IT IS DETERMINED TO BE UNSAFE TO PERFORM ALL OR PART OF THE FOLLOWING TASK **DO NOT ATTEMPT TO DO IT!** REMEMBER – YOUR PERSONAL SAFETY COMES FIRST. IF THE SITUATION IS SERIOUS ENOUGH, EVACUATE THE IMMEDIATE AREA OR THE FACILITY IF NECESSARY (Please note Plant and Facility may be used interchangeably).

When performing facility safety checks the best qualified persons should be used. The following safety checks should be used as a reminder to check and secure equipment. It is not inclusive and close inspection and common sense need to prevail.

- 1) Electric Power Status
 - a. After all other safety checks have been performed call PG&E to check on commercial power availability (800) 743-5000.
- 2) Aerators
 - a. Check all aerators
 - b. Are they operational?
 - c. Is each aerator anchored properly?
 - d. De-energize the breakers of any unsafe aerator.
- 3) Levees and Ponds
 - a. Walk or drive, as applicable, all levees and check for cracks or leaks in any levees or ponds (Coordinate with Reclamation District 800).
- 4) Lift Stations
 - a. Check all lift stations on the SCADA computer system.
 - b. Are they operating properly?
 - c. Are amps and levels normal?
 - d. If power is out complete a manual inspection of all lift stations, using the best qualified person(s) available.
 - e. Make a visual inspection of any lift stations that are not functioning properly
 - f. Inspect any force mains suspected of failure.

INITIAL CHECK ASSIGNED TO: _____ DATE: _____ TIME: _____ AM/PM

ASSIGNED TO: _____ DATE CHECKED: _____ TIME: _____ AM/PM

ASSIGNED TO: _____ DATE CHECKED: _____ TIME: _____ AM/PM



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|-------------------------|
| UPDATED 8/1/2021 |
|-------------------------|

| |
|--------------------------------------------------------------|
| EMERGENCY OPERATIONS CENTER PERSONNEL LIST - INTERNAL |
|--------------------------------------------------------------|

In the event of a major disaster or other facility emergency the following people should be notified.

EMERGENCY OPERATIONS CENTER ASSIGNMENTS ARE IN BOLD

District Office / EOC: (925) 634-1131

| # | Employee Name | EOC Assignment | Cell Number | Present | Not Present | Off-Duty |
|----|----------------------------------|------------------------------------------|--------------------------------|---------|-------------|----------|
| 1 | General Manager | Director of Emergency Services | (925) 628-0796 | | | |
| 2 | Asst General Mgr | Planning & Intelligence Chief | (925) 329-0371 | | | |
| 3 | Exec Asst to General Manager | Planning & Intelligence | Emergency Phone To Be Assigned | | | |
| 4 | Project Manager | Planning & Intelligence | (925) 775-5028 | | | |
| 5 | Parks/Rec Supervisor | Logistics | (925) 408-7915 | | | |
| 6 | Finance Manager | Finance & Admin Chief | (925) 783-1534 | | | |
| 7 | Accountant | Finance & Administration | Emergency Phone To Be Assigned | | | |
| 8 | Office Asst/Cust Service Rep B | Administration | (925) 978-6732 | | | |
| 9 | Office Asst/Cust Service Rep B | Administration | Emergency Phone To Be Assigned | | | |
| 10 | Admin Asst/Board Secretary | Administration | Emergency Phone To Be Assigned | | | |
| 11 | Water and Wastewater Manager | Operations Chief | (925) 775-5350 | | | |
| 12 | Parks & Landscape Manager | Logistics Chief | (925) 727-2167 | | | |
| 13 | Water Service Tech I | Operations | (925) 204-4283 | | | |
| 14 | Water Service Tech II | Operations | (925) 206-2274 | | | |
| 15 | Facilities/Maintenance Worker II | Operations | (925) 234-8338 | | | |
| 16 | Park/Landscaper/Maint III | Operations | (925) 350-1795 | | | |
| 17 | Park/Landscaper/Maint II | Operations | (925) 481-1073 | | | |
| 18 | Park/Landscaper/Maint I | Operations | (925) 759-0542 | | | |



| |
|-------------------------|
| UPDATED 8/1/2021 |
|-------------------------|

VEOLIA WATER PERSONNEL LIST - EXTERNAL

In the event of a major disaster or other facility emergency the following people should be notified.

Veolia and After Hours Office Number: (925) 634-8818 or (925) 634-8137

| | |
|-----------------------|------------------------------------------|
| PROJECT MANAGER | 812-217-8524 cell 925-634-8137 office |
| SCADA | 925-634-8347 |
| PGE Emergency Liaison | 925-459-8067 office |
| WWTP 2 Main Office | 925-634-8818 office |
| Admin Assistant | 510-871-1068 cell |
| Lead Operator | 925-786-9131 cell |
| O&M Tech II | 925-895-5265 cell |
| O&M Tech II | 925-503-3055 cell |
| Maintenance Lead | 925-481-1373 cell |
| Maintenance Tech | 925-308-3220 cell |
| Maintenance Tech | 209-278-8238 cell |



EMERGENCY RESPONSE PLAN

TOWN VEHICLE AND EQUIPMENT LIST:

| I.D. # | Year | Make and Model | License Number | Location of Equipment | Fuel Type | Fuel Tank Size |
|--------|------|-------------------------------------------------------------------|----------------|-----------------------|-----------|----------------|
| 105 | 2008 | Ford / F250 | 1309388 | Plant No. 1 | Gas | 38 |
| 106 | 2008 | Chevy / Colorado PU | 1319608 | Plant No. 1 | Gas | 19.5 |
| 108 | 2010 | Ford / F150 - Long Bed | 1358843 | Plant No. 1 | Gas | 26 |
| 109 | 2011 | Ford / F 150 | 1380458 | Plant No. 1 | Gas | 26 |
| 110 | 2012 | Ford Escape | 1396057 | District Office | Gas | 17.5 |
| 113 | 2015 | Ford F-150 Work Truck | 1452687 | Plant No. 1 | Gas | 26 |
| 114 | 2003 | GEM Refurbished 4 Passenger Cart | 5BBF514 | Plant No. 1 | Electric | |
| 115 | 2015 | Ford F-250 Work Truck | 1452501 | Plant No. 1 | Gas | 38 |
| 116 | 2017 | Ford F-250 Work Truck | 1528601 | Plant No. 1 | Gas | 38 |
| 117 | 2017 | Ford F-250 Work Truck | 1528602 | Plant No. 1 | Gas | 38 |
| 118 | 2020 | Ford F-150 Work Truck | 1591043 | Plant No. 1 | Gas | |
| 119 | 2020 | Ford F-150 Work Truck | 1606873 | Water Office | | |
| 206 | 2004 | PJ Trailer Mfg. Dump Hauler | 954074 | Plant No. 1 | | |
| 222 | 2005 | Forest River Emergency Utility Trailer | 1167686 | Plant No. 2 | N/A | |
| 208 | 2005 | Texas Bragg Landscape Utility Trailer | 4GP7317 | Plant No. 1 | N/A | N/A |
| 213 | 2006 | Texas Bragg Utility Trailer Heavy Duty - Yellow Transport Trailer | 954088 | Plant No. 2 | N/A | N/A |
| 223 | 2006 | Texas Bragg Cal Trak Trailer 6x 10MC Landscape Mower Trailer | 1358832 | Willow Lake Road | N/A | N/A |
| 219 | 2012 | Portable Message Board | 1437085 | Plant No. 1 | N/A | N/A |
| 220 | 2015 | Carry On Utility Trailer/Mower | 1481944 | Plant No. 1 | Gas | |
| 309 | 2012 | Genie Trailer Boom Lift | 1326117 | Plant No. 1 | Electric | N/A |
| 312 | 2015 | John Deere 60 In. 7-Iron PRO Side Discharge Mower Deck | N/A | Plant No. 1 | Gas | N/A |
| 221 | 2017 | Changzhou Zhongmao Pressure Washer Trailer | 1326153 | Plant No. 1 | N/A | N/A |
| 311 | 2015 | Light Trailer | 1535987 | Plant No. 1 | Diesel | |
| 314 | | X Mark Laser Mower - Model L226KC724 | N/A | Plant No. 1 | Gas | |
| 315 | 2018 | John Deere & Company Belkorp Ag, LLC 3033R Utility Tractor | N/A | Plant No. 1 | Gas | |



TOWN OF DISCOVERY BAY FACILITY MAPS AND LOCATIONS

All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate District's Treatment facilities located in Discovery Bay, CA at:

1. Wastewater Treatment Plant #1 (2500 Channel Road)
2. Wastewater Treatment Plant #2 (17501 Highway 4)
3. Willow Lake Water Treatment Plant and District Office (1800 Willow Lake Road)
4. Newport Water Treatment Plant (1800 Newport Drive)

All equipment, grounds and facilities now existing within the present property boundaries of pumping stations described as follows:

5. Lift Station "A" – Located between 4810 & 4820 Discovery Point
6. Lift Station "C" – Corner of Willow Lake Road and Beaver Lane
7. Lift Station "D" – Next to 750 Discovery Bay Boulevard
8. Lift Station "E" – Corner of Discovery Bay Boulevard and Cabrillo Point
9. Lift Station "F" – Corner of Willow Lake Road and Riverlake Road
10. Lift Station "G" – Corner of Willow Lake Road and Starboard Drive
11. Lift Station "H" – End of Marina Road
12. Lift Station "J" – Corner of Clipper Drive and Windward Point
13. Lift Station "R" – Corner of Newport Drive and Beacon Point
14. Lift Station "S" – North Edge of Regatta Park – Foghorn Way
15. Newport Lift Station – Corner of Newport Drive and Slifer Drive
16. Lakeshore Lift Station – End of Yosemite Way
17. Lakes Lift Station – End of Fern Ridge Circle
18. Lakes 4 Lift Station – End of Pine Hollow Circle
19. Bixler Lift Station – South end of Old River Elementary School
20. Golf Valve Station – Corner of Channel Road and Highway 4
21. Lift Station "W" – Wastewater Treatment Plant #1 – 2500 Channel Rd.



TOWN OF DISCOVERY BAY FACILITIES - CONTINUED

All equipment, grounds and facilities now existing within the present property boundaries of the water wells described as follows:

- 22. Well #1A (1037 Discovery Bay Boulevard)
- 23. Well #2 (Adjacent to 1535 Discovery Bay Boulevard)
- 24. Well #3 (Discovery Bay Blvd. south of Edgeview Dr.-Abandoned/Bldg. ONLY)
- 25. Well #4A (1800 Newport Drive)
- 26. Well #4 (Discovery Bay Blvd. north of Firwood-Abandoned/Bldg. ONLY)
- 27. Well #5B (Adjacent to 2400 Newport Drive)
- 28. Well #6 (1800 Willow Lake Road)
- 29. Well #7 (Newport Drive)
- 30. Test Well (Pantages Property)

All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate District's Parks/Recreation services described as follows:

- 31. Community Center (1601 Discovery Bay Blvd)





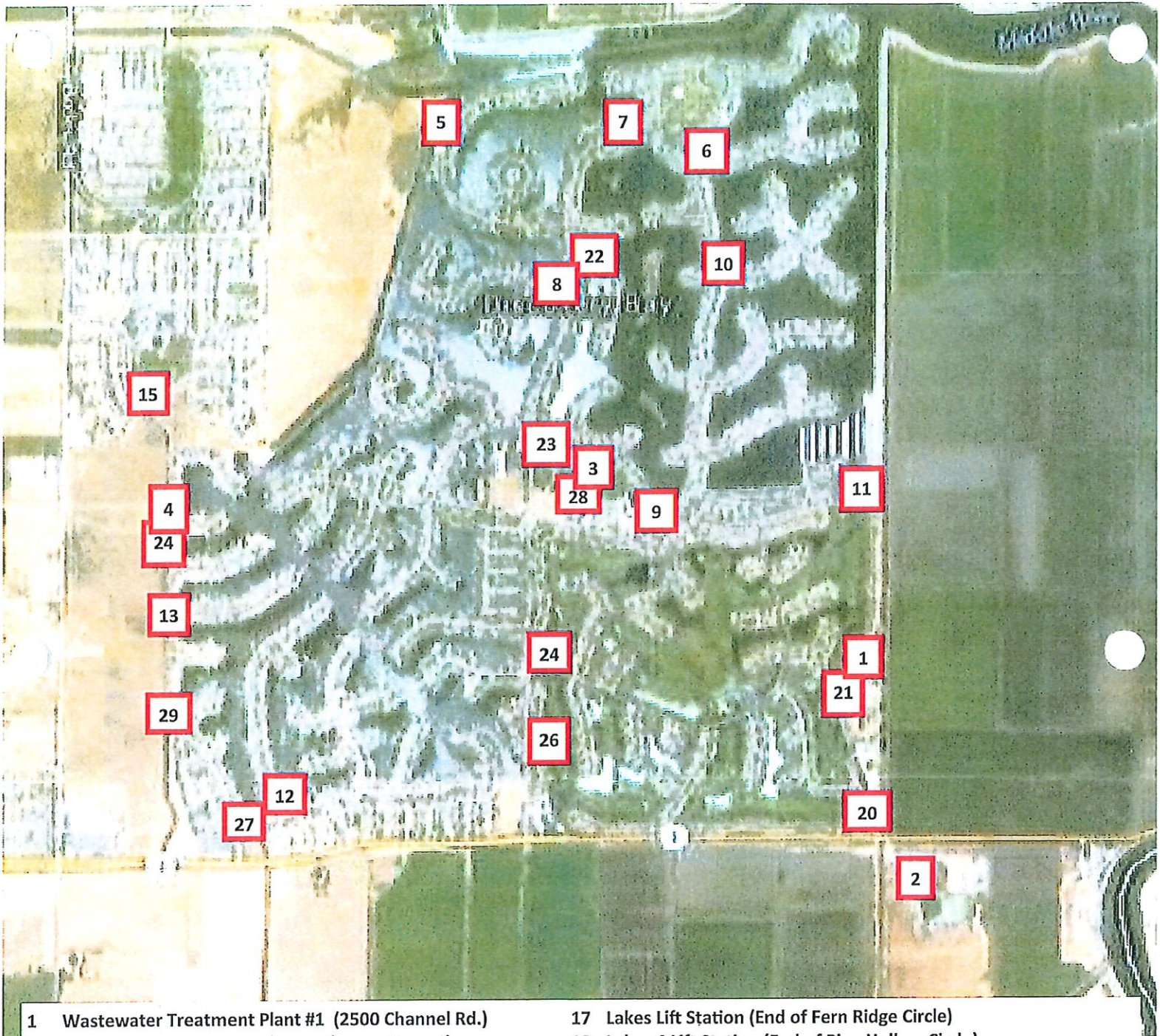
TOWN OF DISCOVERY BAY

FACILITY LOCATIONS AND MAPS

EMERGENCY RESPONSE PLAN

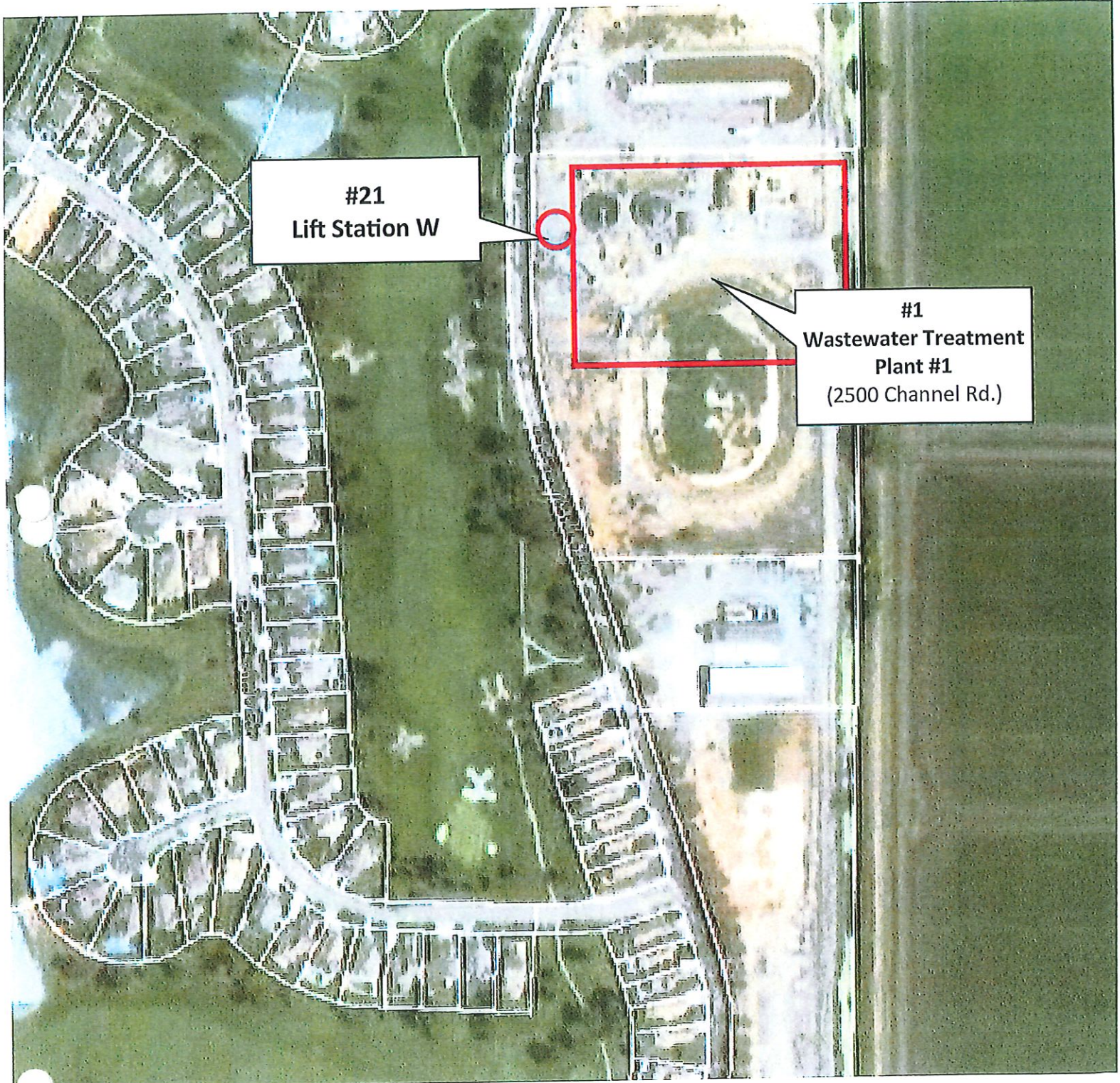
TOWN OF DISCOVERY BAY FACILITIES

AERIAL MAP

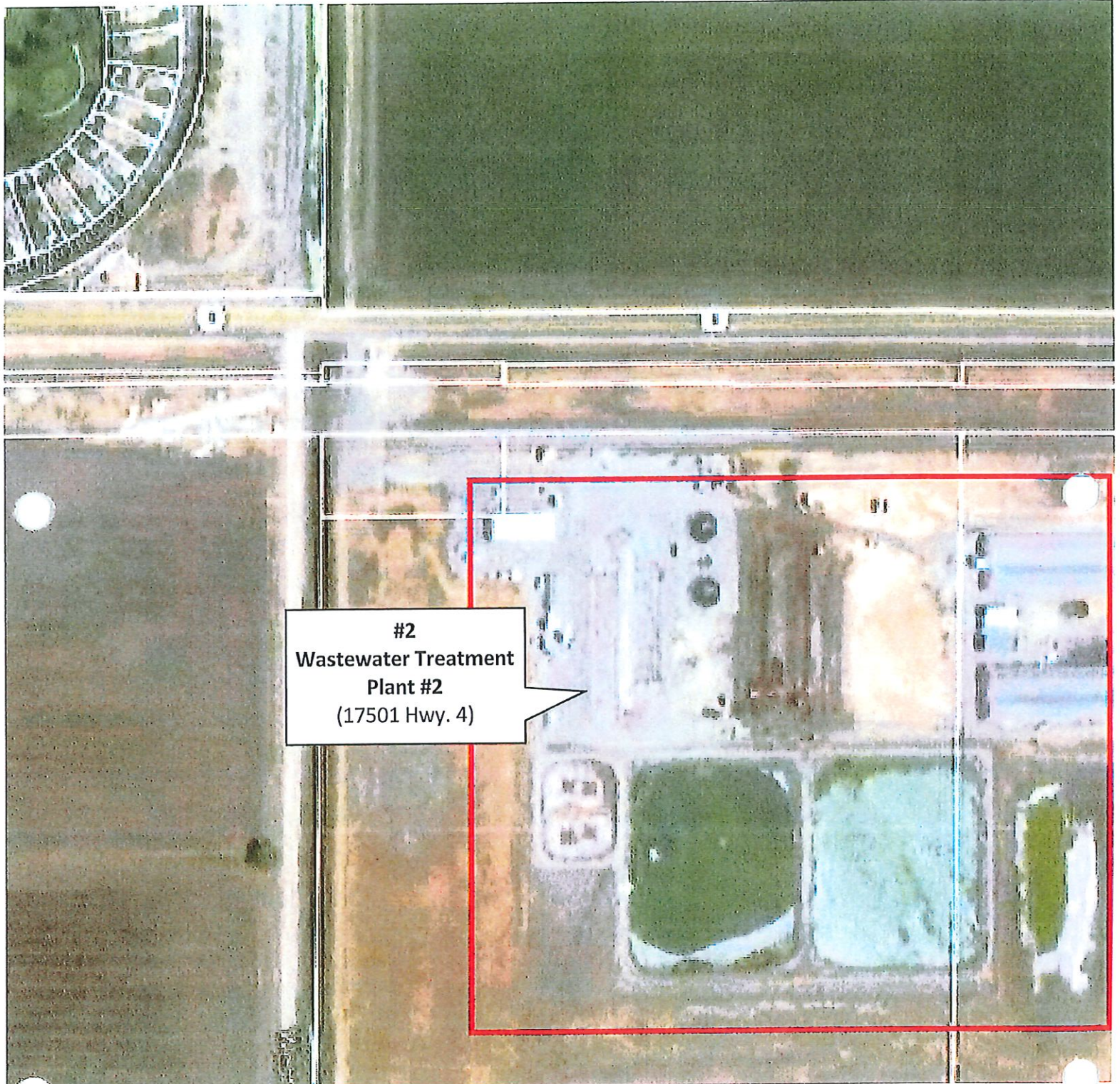


- | | |
|-----------------------------------------------------------------|------------------------------------------------------------------------------|
| 1 Wastewater Treatment Plant #1 (2500 Channel Rd.) | 17 Lakes Lift Station (End of Fern Ridge Circle) |
| 2 Wastewater Treatment Plant #2 (17501 Hwy. 4) | 18 Lakes 4 Lift Station (End of Pine Hollow Circle) |
| 3 Willow Lake Water Treatment Plant (1800 Willow Lake Rd.) | 19 Bixler Lift Station (South end of Old River Elementary School) |
| 4 Newport Water Treatment Plant (1800 Newport Dr.) | 20 Golf Valve Station (Corner of Channel Rd. & Hwy. 4) |
| 5 Lift Station "A" (Between 4810 & 4820 Discovery Pt.) | 21 Lift Station W (2500 Channel Rd.—Plant #1) |
| 6 Lift Station "C" (Corner Willow Lake Rd & Beaver Lane) | 22 Well 1B (1037 Discovery Bay Blvd.) |
| 7 Lift Station "D" (Next to 750 Discovery Bay Blvd.) | 23 Well 2 (Adjacent to 1535 Discovery Bay Blvd.) |
| 8 Lift Station "E" (Corner of Discovery Bay Bl. & Cabrillo Pt.) | 24 Well 3 (Discovery Bay Bl. South of Edgeview Dr. -Abandoned—Building ONLY) |
| 9 Lift Station "F" (Corner of Willow Lake Rd. & Riverlake Rd.) | 25 Well 4A (1800 Newport Dr.—Newport Water Treatment Plant) |
| 10 Lift Station "G" (Corner of Willow Lake Rd. & Starboard Dr.) | 26 Well 4 (Discovery Bay Blvd. north of Firwood—Abandoned—Building ONLY) |
| 11 Lift Station "H" (End of Marina Rd.) | 27 Well 5B (Adjacent to 2400 Newport Dr.) |
| 12 Lift Station "J" (Corner of Clipper Dr. & Windward Pt.) | 28 Well 6 (1800 Willow Lake Rd.) |
| 13 Lift Station "R" (Corner of Newport Dr. & Beacon Pt.) | 29 Well 7 (2200 Newport Dr. at Capstan) |
| 14 Lift Station "S" (North edge of Regatta Park-Foghorn Way) | 30 Test Well (Pantages Property) |
| 15 Newport Lift Station (Corner of Newport Dr. & Slifer Dr.) | 31 Community Center (1601 Discovery Bay Blvd) |
| 16 Lakeshore Lift Station (End of Yosemite Way) | |

#1 & #21: Wastewater Treatment Plant #1 & Lift Station W (2500 Channel Rd.) - Above ground/Bldg.
AERIAL MAP



**#2: Wastewater Treatment Plant #2 (17501 Hwy. 4) - Above ground/Bldg.
AERIAL MAP**



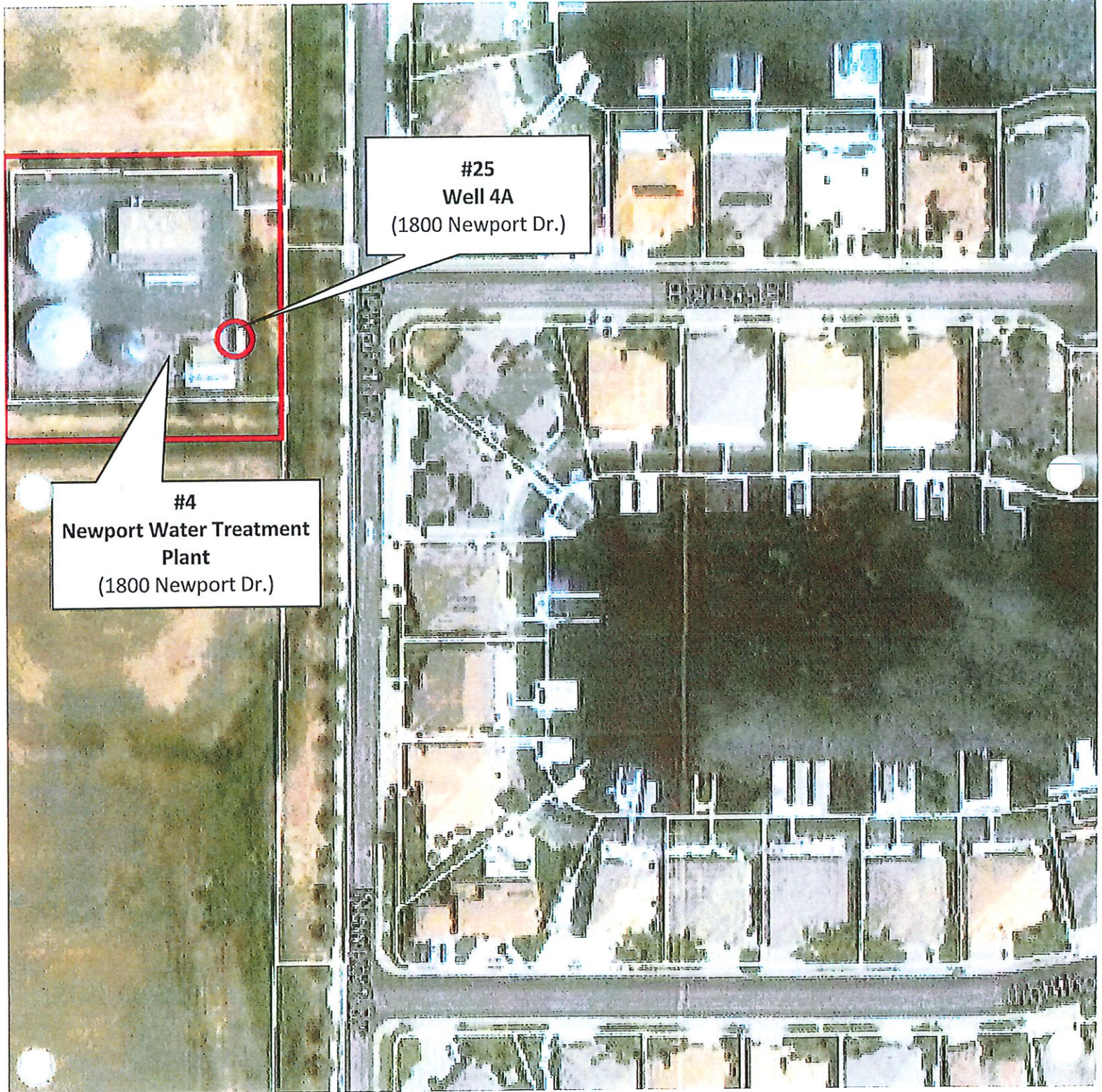
EMERGENCY RESPONSE PLAN

#3 & #28: Willow Lake Water Treatment Plant & Well 6 (1800 Willow Lake Rd.) - Above ground/Bldg.
AERIAL MAP



#4 & #25: Newport Water Treatment Plant & Well 4A (1800 Newport Dr.) - Above ground/Bldg.

AERIAL MAP



#5: Lift Station A (Between 4810 & 4820 Discovery Pt.) - NO Bldg./Underground
AERIAL MAP



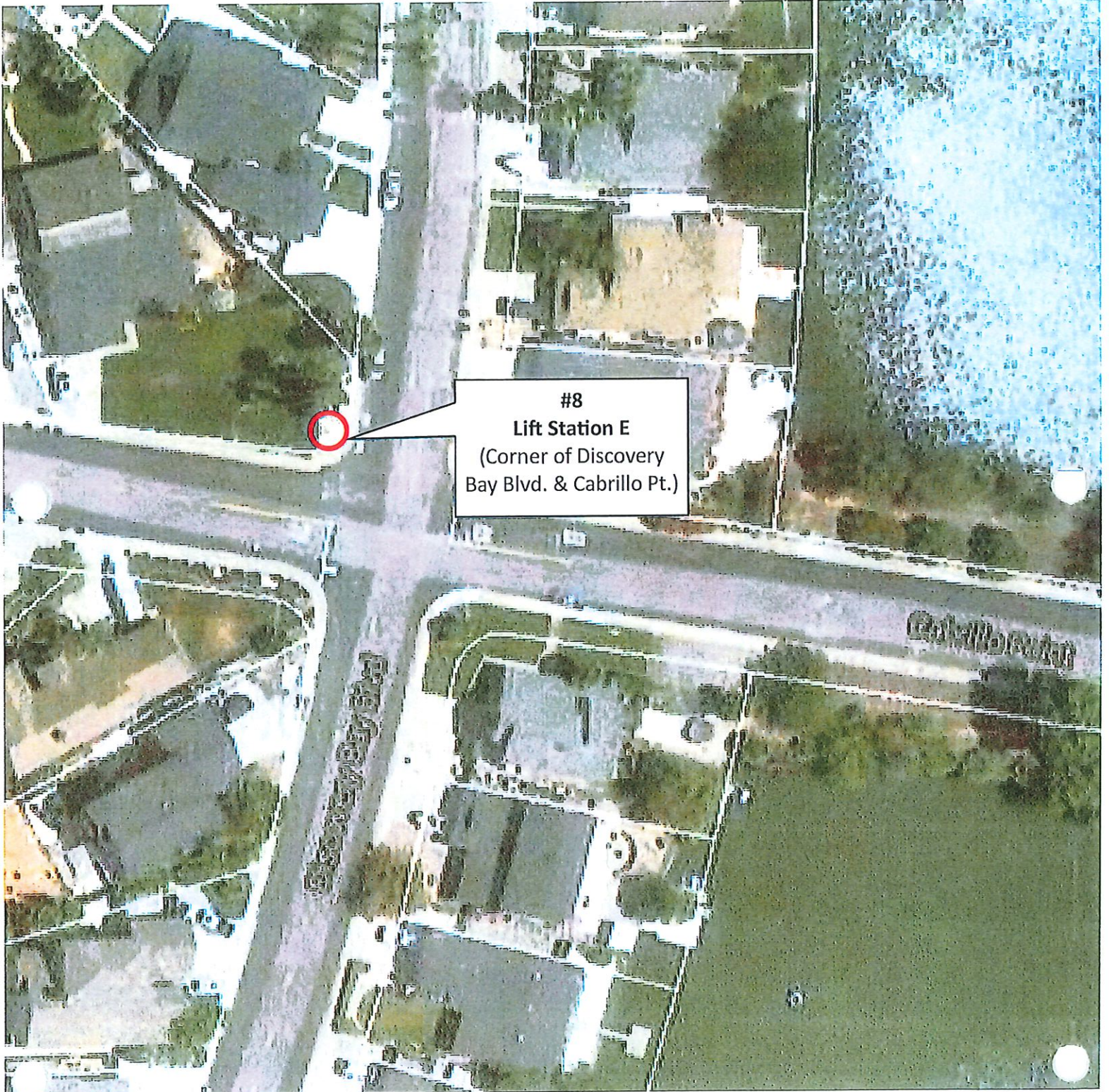
#6: Lift Station C (Corner of Willow Lake Rd. & Beaver Lane) - NO Bldg./Underground
AERIAL MAP



#7: Lift Station D (Next to 750 Discovery Bay Blvd.) - NO Bldg./Underground
AERIAL MAP



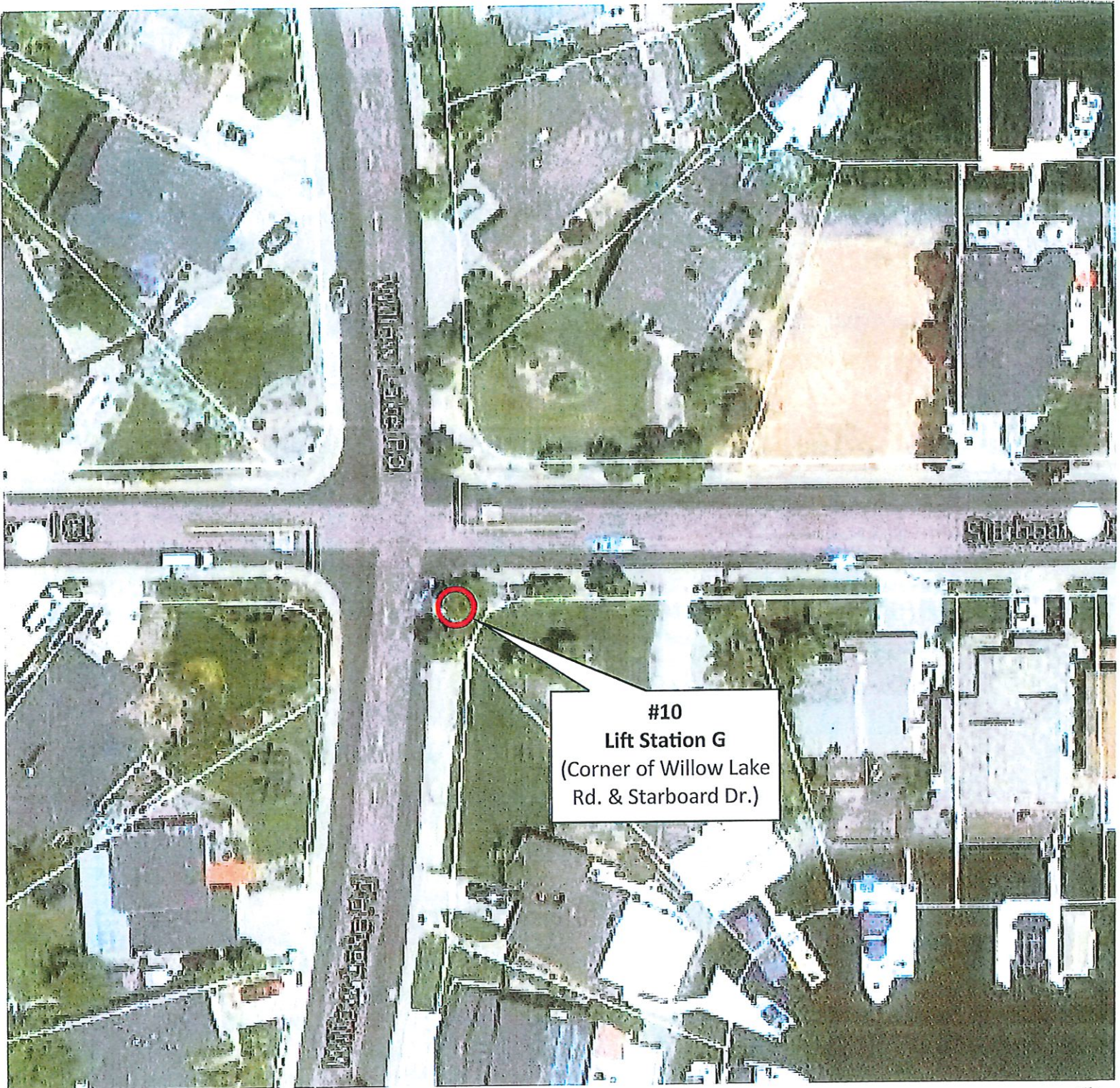
#8: Lift Station E (corner of Discovery Bay Blvd. & Cabrillo Pt.) - NO Bldg./Underground
AERIAL MAP



#9: Lift Station F (Corner of Willow Lake Rd. & Riverlake Rd.) - NO Bldg./Underground
AERIAL MAP



#10: Lift Station G (Corner of Willow Lake Rd. & Starboard Dr.) - NO Bldg./Underground
AERIAL MAP



#11: Lift Station H (End of Marina Rd.) - NO Bldg./Underground
AERIAL MAP



**#12: Lift Station J (Corner of Clipper Dr. & Windward Pt.) - NO Bldg./Underground
AERIAL MAP**

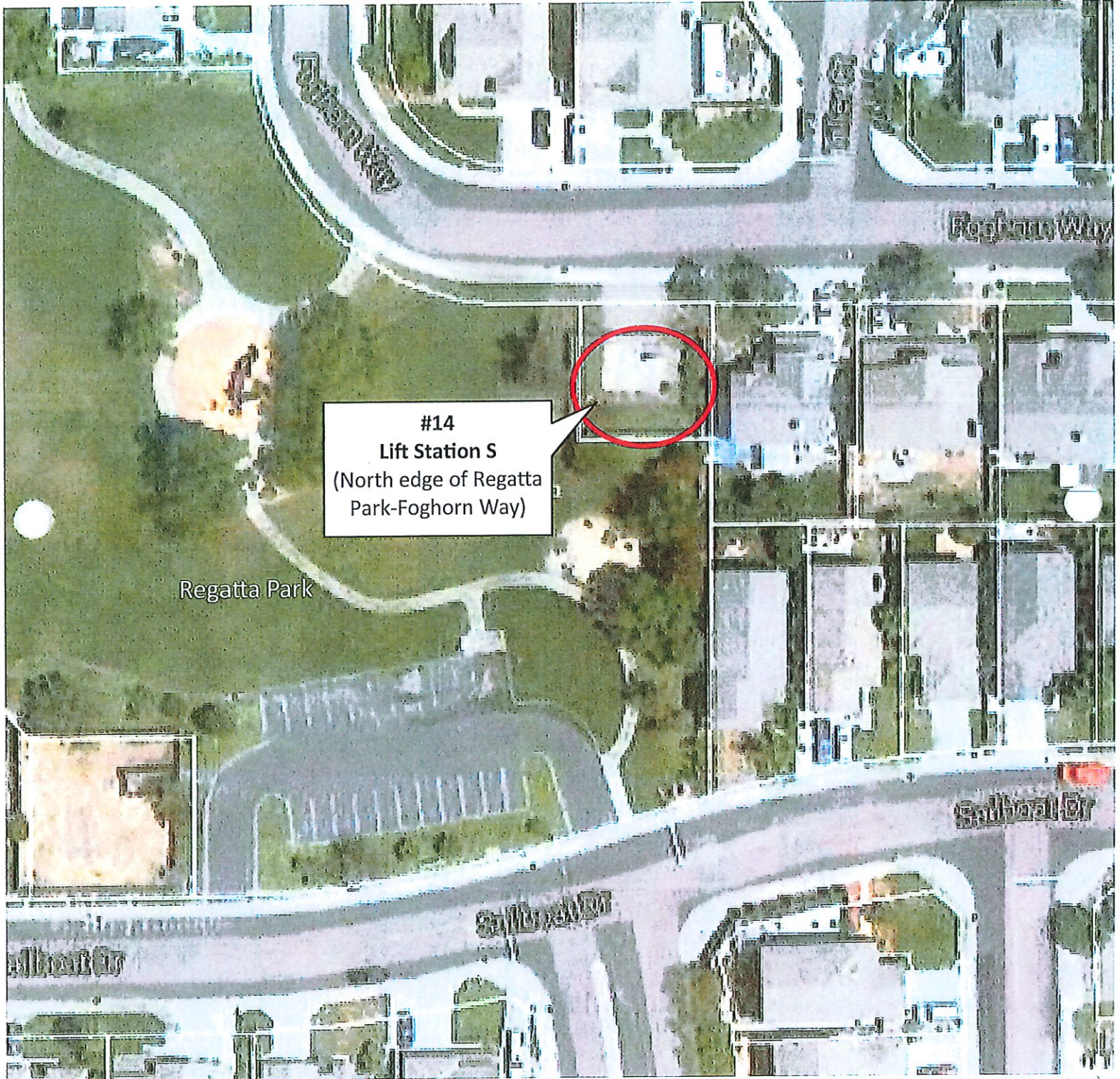


#13: Lift Station R (Corner of Newport Dr. & Beacon Pt.) - NO Bldg./Underground

AERIAL MAP

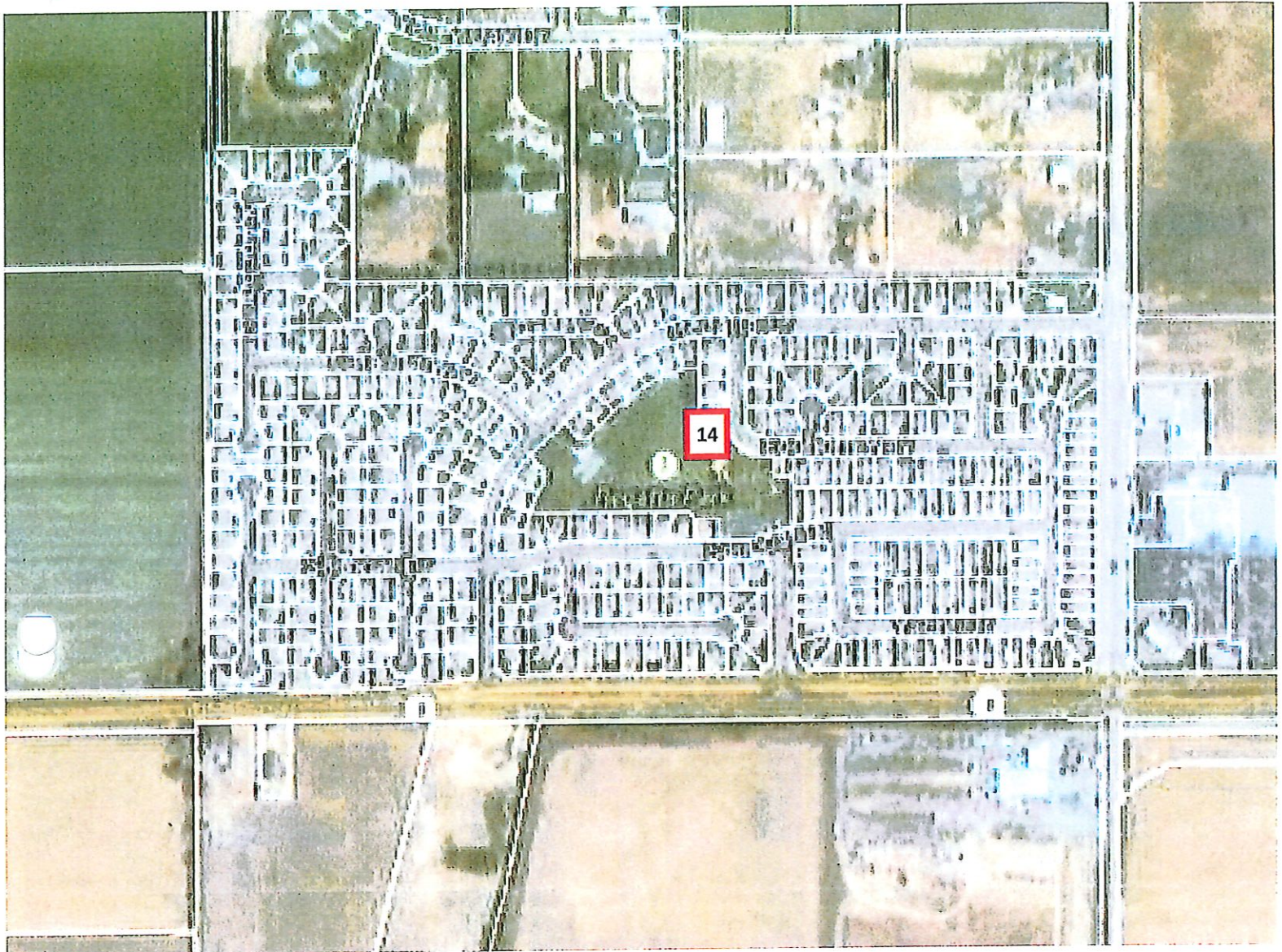


#14: Lift Station S (North edge of Regatta Park—Foghorn Way) - NO Bldg./Underground
AERIAL MAP



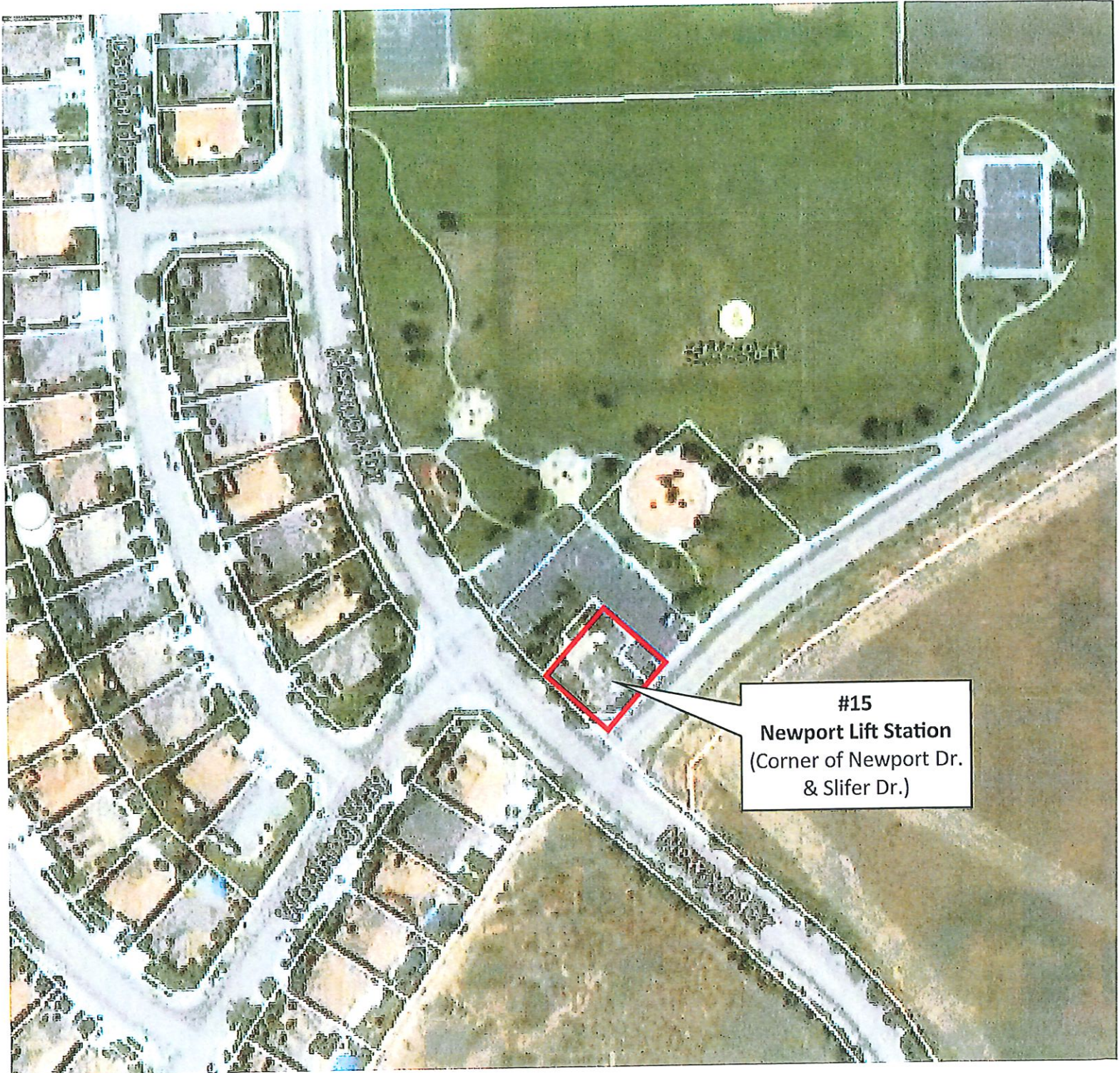
EMERGENCY RESPONSE PLAN

Regatta AERIAL MAP



14 Lift Station "S" (North edge of Regatta Park-Foghorn Way)

#15: Newport Lift Station (Corner of Newport Dr. & Slifer Dr.) - Above ground/Bldg.
AERIAL MAP



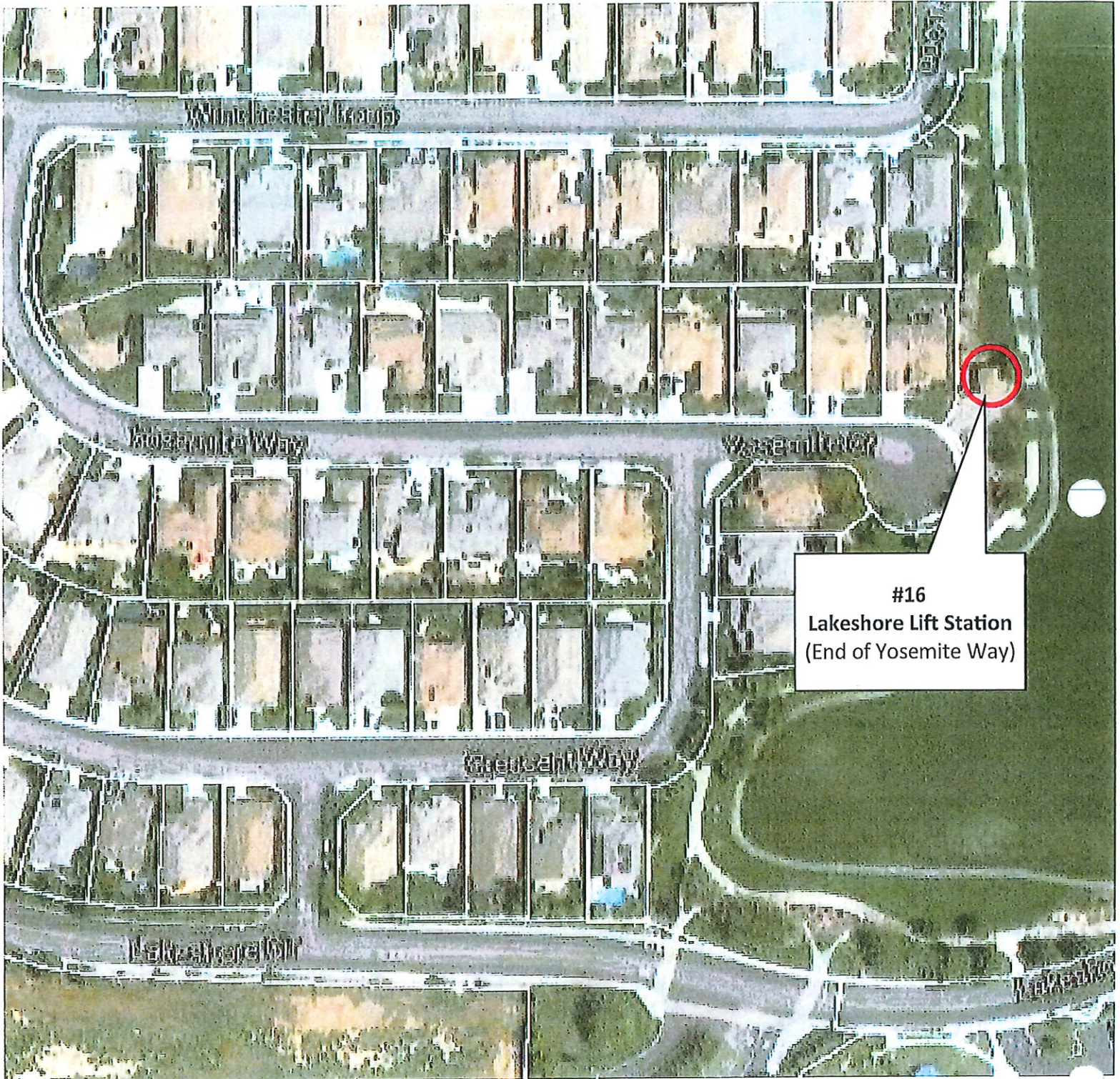
Lakeshore & Lakes
AERIAL MAP



- 16 Lakeshore Lift Station (End of Yosemite Way)
- 17 Lakes Lift Station (End of Fern Ridge Circle)
- 18 Lakes 4 Lift Station (*End of Pine Hollow Circle)
- 19 Bixler Lift Station (South end of Old River Elementary School)

#16: Lakeshore Lift Station (End of Yosemite Way) - Above ground/Bldg.

AERIAL MAP



#17: Lakes Lift Station (End of Fern Ridge Circle) - Above ground/Bldg.
AERIAL MAP

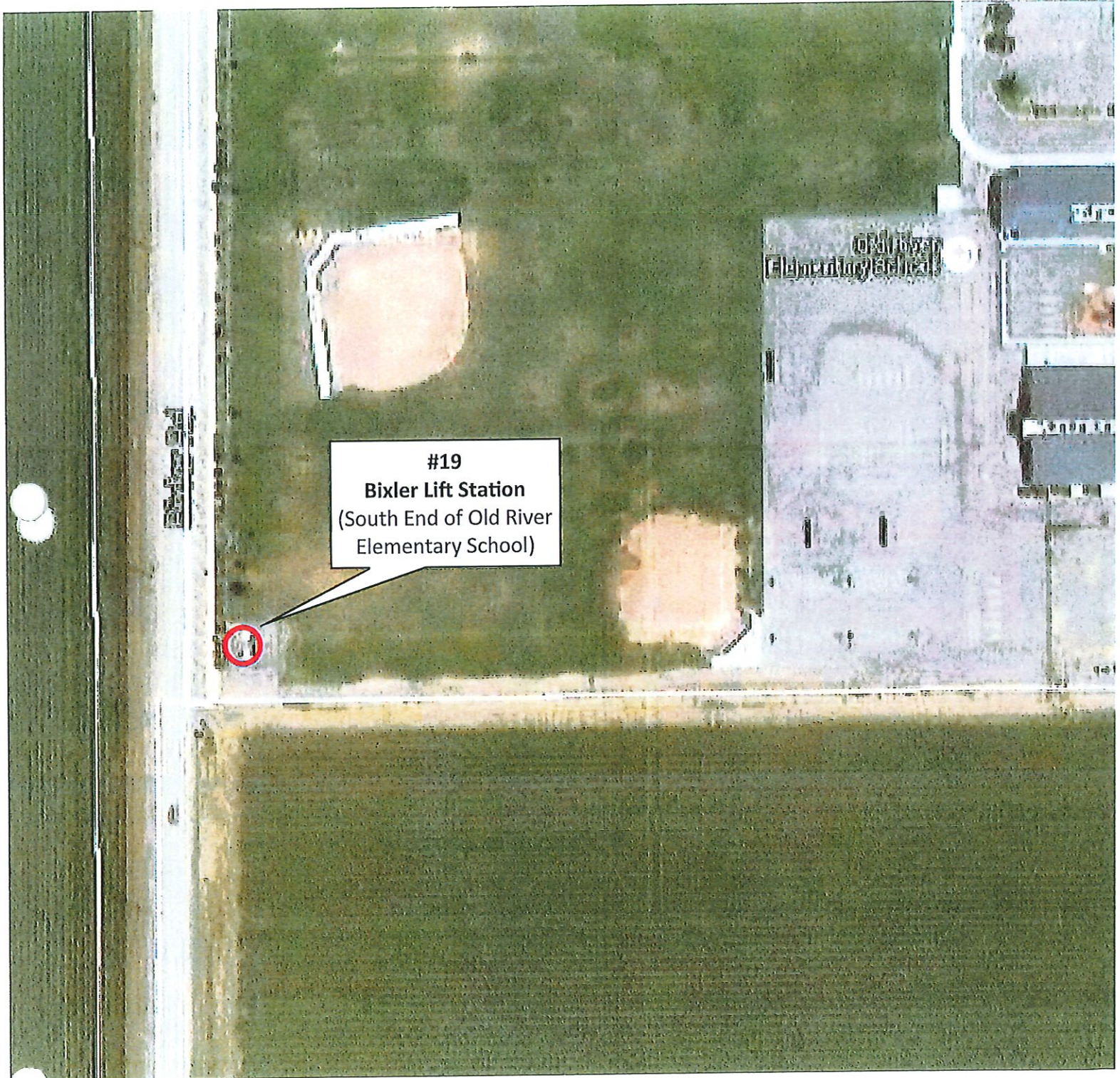


#18: Lakes 4 Lift Station (End of Pine Hollow Circle) - Above ground/Bldg.

AERIAL MAP



#19: Bixler Lift Station (South end of Old River Elementary School) - NO Bldg./Underground
AERIAL MAP



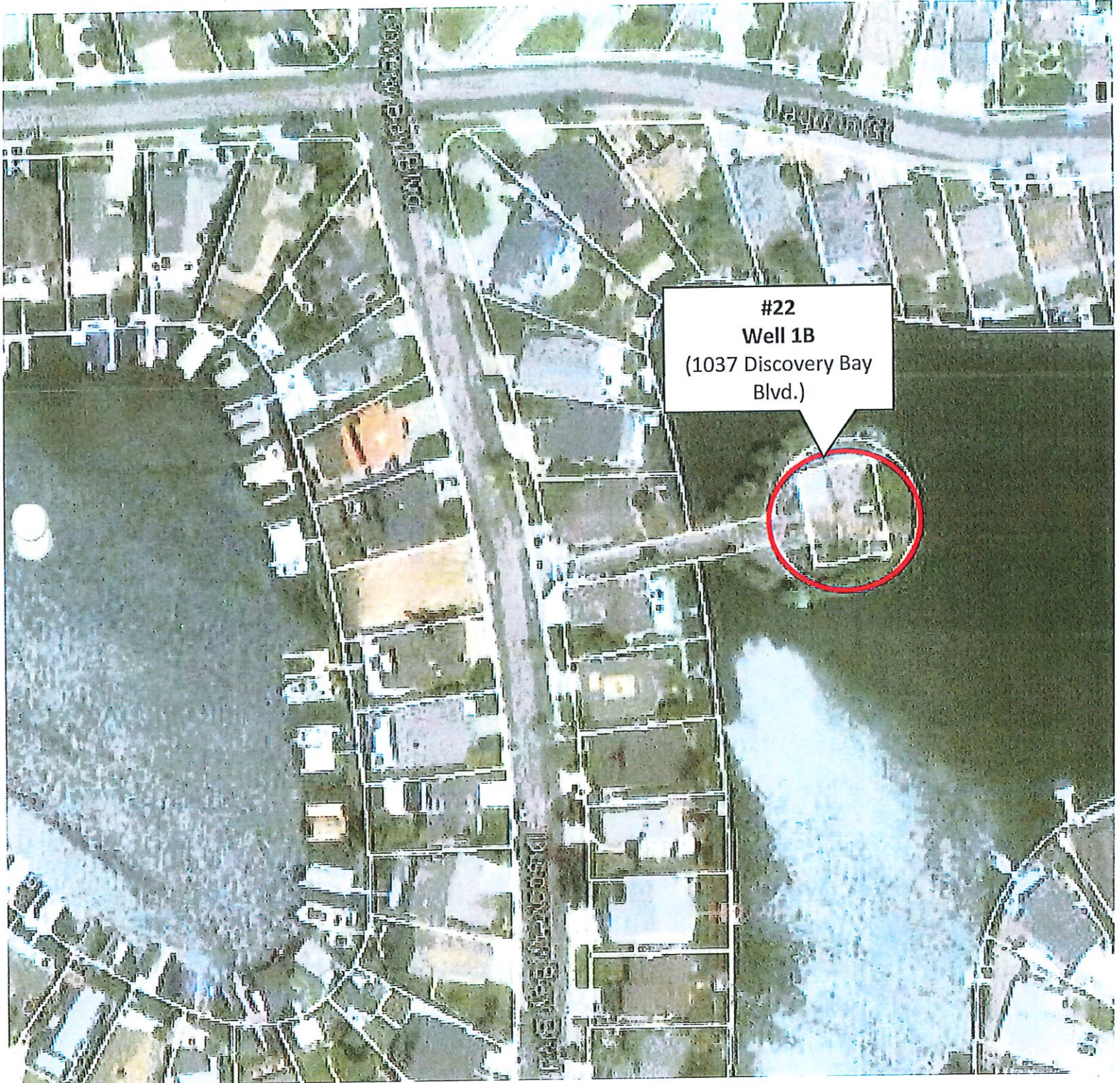
#20: Golf Valve Station (Corner of Channel Rd. & Hwy. 4) - Above ground/Bldg.
AERIAL MAP



EMERGENCY RESPONSE PLAN

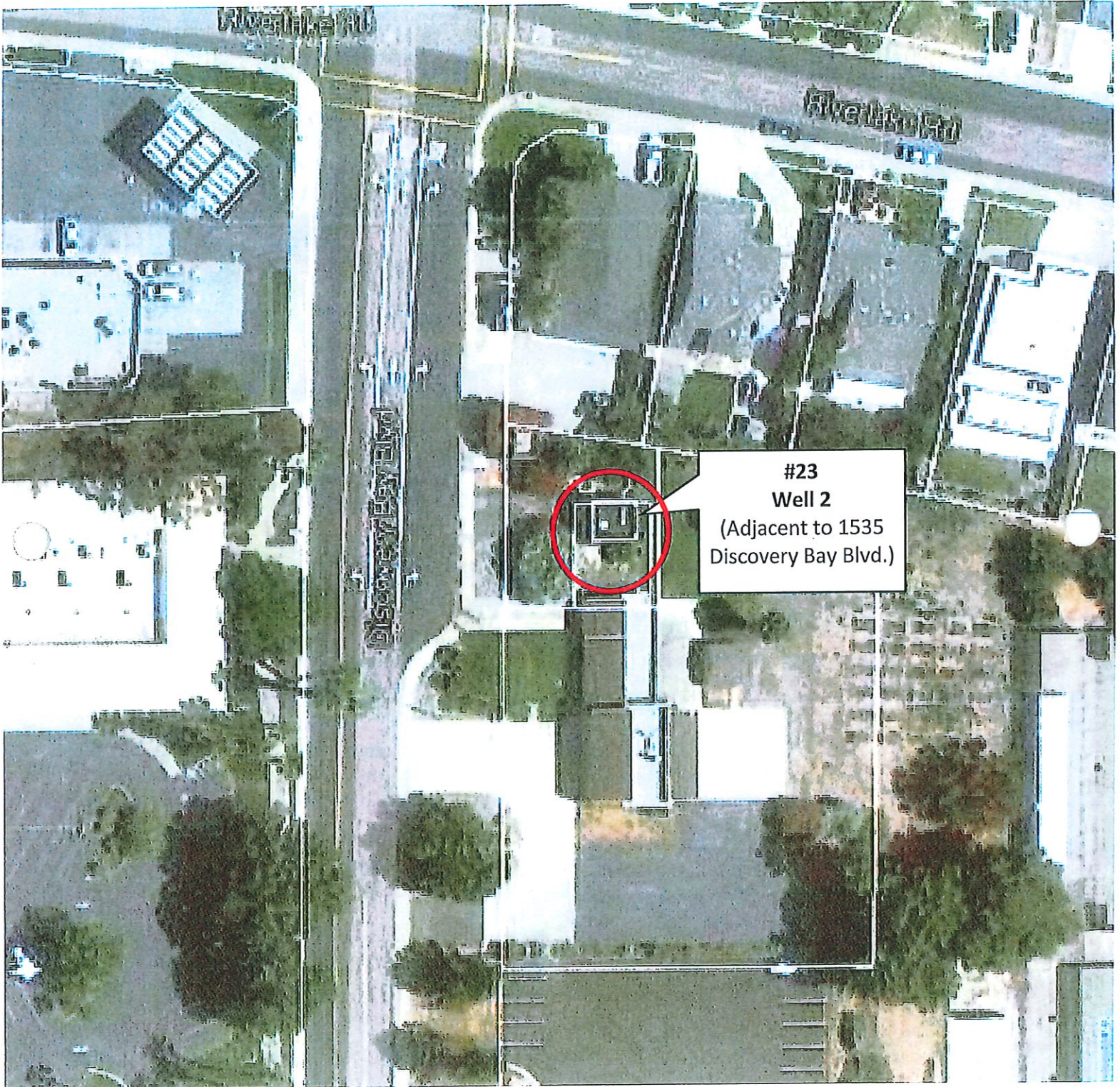
#22: Well #1B (1037 Discovery Bay Blvd.) - Above ground/Bldg.

AERIAL MAP



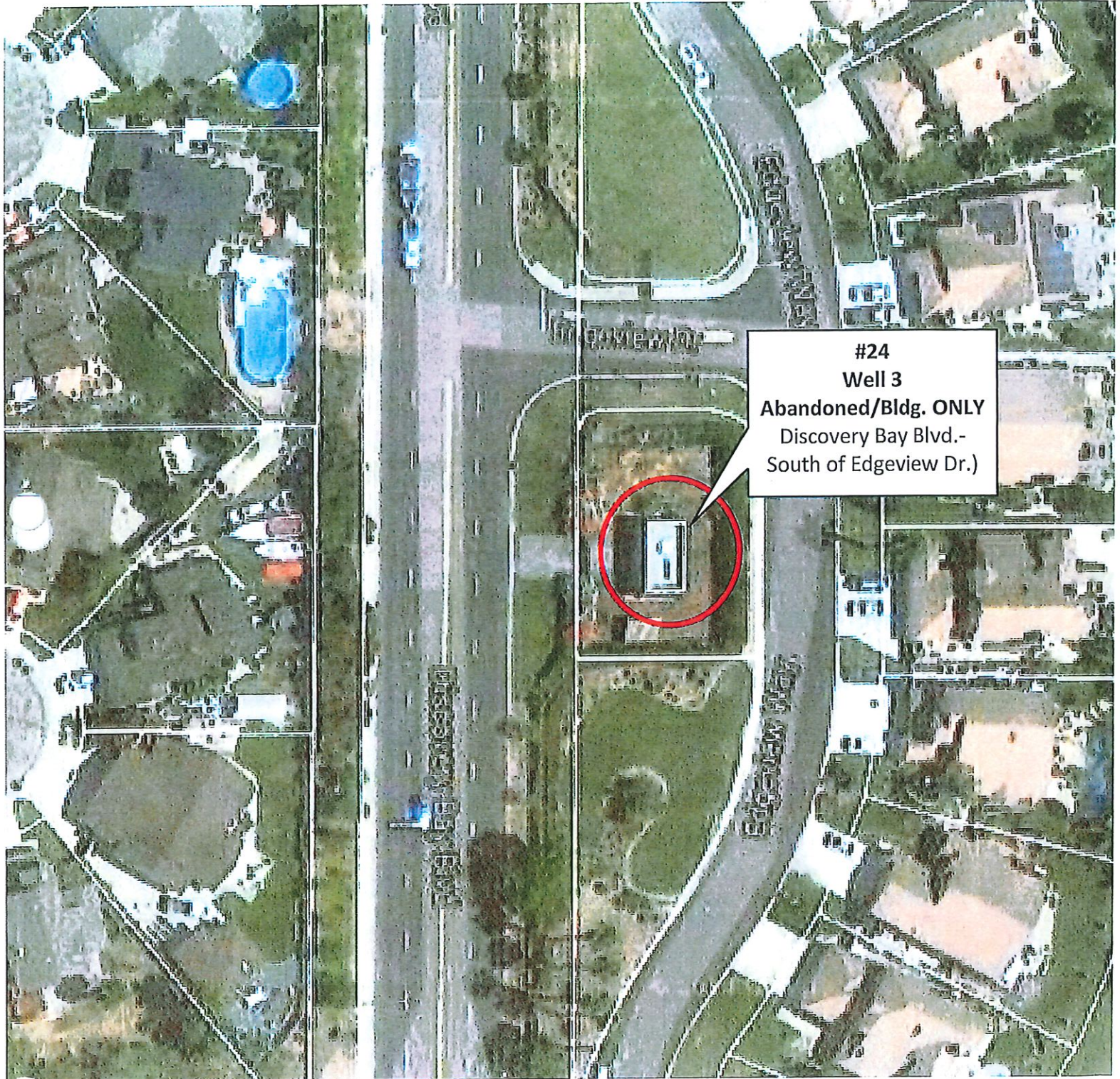
#23: Well #2 (Adjacent to 1535 Discovery Bay Blvd.) - Above ground/Bldg.

AERIAL MAP



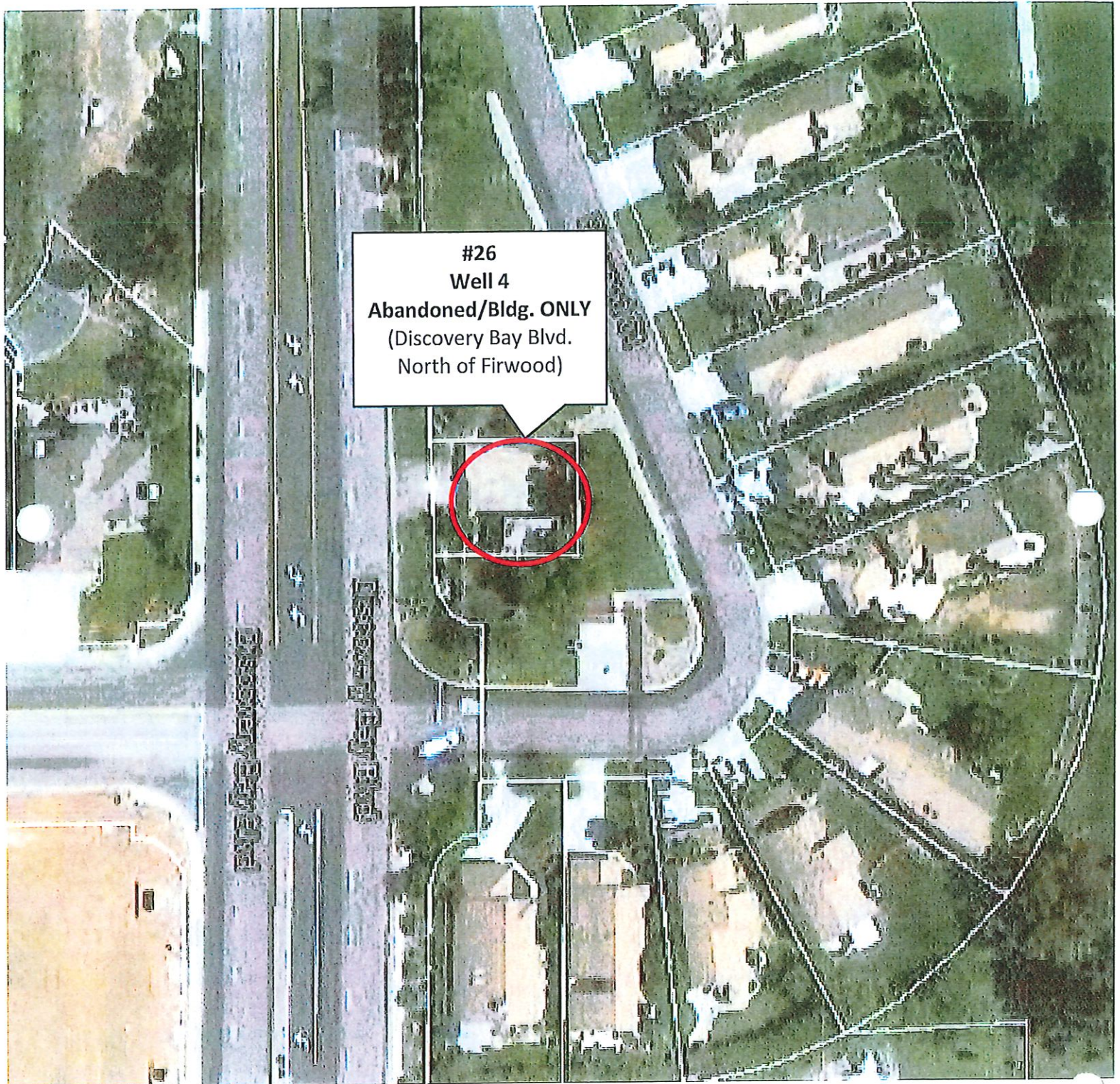
#24: Well #3 (Discovery Bay Blvd. at south of Edgeview Dr.—Abandoned/Bldg. ONLY)

AERIAL MAP



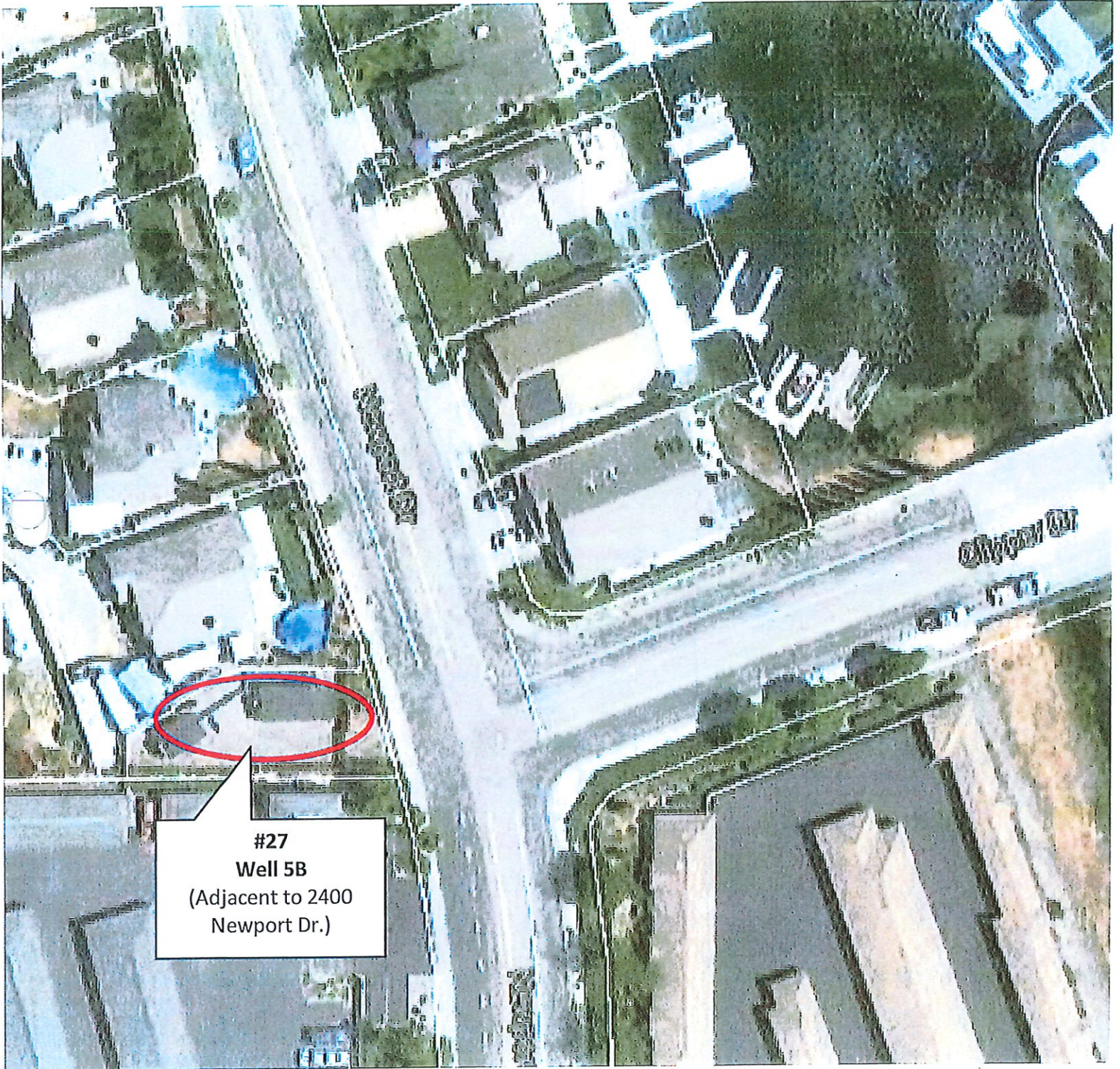
#26: Well #4 (Discovery Bay Blvd. north of Firwood—Abandoned/Bldg. ONLY)

AERIAL MAP



#27: Well #5B (Adjacent to 2400 Newport Dr.) - Above ground/Bldg.

AERIAL MAP



#29: Well #7 (2200 Newport Dr. at Capstan) - NO Bldg./Underground
AERIAL MAP



RECORD OF CHANGES AND REVIEWS

| Revision # or Review Date | Name of Person Performing Review | Sections Reviewed | Date of Distribution | Name of Approver |
|---------------------------|----------------------------------|-------------------|----------------------|------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |



RECORD OF INITIAL DISTRIBUTION

| AGENCY NAME | ADDRESS | DATE PROVIDED |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Town of Discovery Bay CSD | 1800 Willow Lake Road Discovery Bay, CA 94505 | August 2021 |
| Reclamation District 800 | 1540 Discovery Bay Blvd. Suite A Discovery Bay, CA 94505 Sonnet Rodrigues sonnet@rd800.org | August 2021 |
| Veolia | 17501 Highway 4 Discovery Bay, CA 94505 Anthony Harper Anthony.harper@veolia.com Skye Miller Skye.Miller@veolia.com | August 2021 |
| Contra Costa County Office of the Sheriff Office of Emergency Services | 651 Pine Street Martinez, CA 94553 Rick Kovar rkovar@so.cccounty.us Meredith Gerhardt MGerh001@so.cccounty.us | August 2021 |
| Cal OES California Office of Emergency Services Coastal Region / Mutual Aid Region II | 3650 Schriever Ave Mather, CA 95655 Garrett Thomsen Garrett.Thomsen@CalOES.ca.gov | August 2021 |
| City of Brentwood | 150 City Park Brentwood, CA 94513 Captain Doug Silva dsilva@brentwoodca.gov Captain Tim Herbert therbert@brentwoodca.gov | August 2021 |
| City of Tracy | 333 Civic Center Plaza Tracy, California, 95376C Carissa Higginbotham cm@cityoftracy.org | August 2021 |
| City of Stockton | 425 N. El Dorado Street, 2nd Floor Stockton, CA 95202 Patty Vasquez patty.vasquez@stocktonca.gov | August 2021 |





Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

August 18, 2021

Prepared By: Mike Yeraka, Projects Manager
Submitted By: Dina Breitstein, Assistant General Manager

Agenda Title

Discussion and Possible Action to Approve Resolution No. 2021-13, Authorizing Application to LAFCO for a Sphere of Influence Expansion and Annexation of the Pantages Project and District Owned Parcels.

Recommended Action

Adopt Resolution 2021-13 Authorizing Application to LAFCO for a Sphere of Influence Expansion and Annexation of the Pantages Project and District Owned Parcels.

Executive Summary

At the February 5, 2020, Meeting the Board authorized Staff to proceed with preparing the necessary documents to apply to the Local Agency Formation Commission (LAFCO) to annex the Pantages property (132.44 Acres) as well as District owned parcels containing the Newport Water Treatment Plant (0.926 Acres) and Wastewater Plant No. 2 (69.1 Acres). Every year the Town of Discovery Bay (Town) pays approximately \$11,000 in property taxes on four (4) Parcels we own that are not within our District boundaries. By annexing the parcels we will eliminate the annual \$11,000 in property taxes.

At the April 1, 2020, Meeting the Board adopted Resolution 2020-07 approving the project and a Notice of Exemption as required by the California Environmental Quality Act (CEQA).

Now that the Pantages Project was approved by the County Board of Supervisors at their July 13, 2021, meeting we are able to submit the annexation application to LAFCO and the developer has agreed to pay all the LAFCO application fees for all the parcels, including the Town's.

Attached is the Resolution of Application to LAFCO amending the Town's Sphere of Influence (SOI) to include parcels that are currently outside our SOI and annex all the aforementioned parcels. Since Wastewater Plant #2 is outside the Urban Limit Line the County required that the Resolution included a provision that the Town will not provide services to private development outside the Urban Limit Line, without County and LAFCO approval. This limitation does not place a restriction on the Town expanding or building future public facilities on our own parcels.

The developer will be paying approximately \$10,000 in fees to LAFCO for the application. At the February 5, 2020, Meeting Staff informed the Board that we may need to incur approximately \$15,000 in costs for Plat Maps, legal descriptions and other related expenses. That amount remains the same, however, Staff will first propose to LAFCO that we use existing maps from Grant Deeds in an effort to avoid these expenses.

"Continued to the next page"

Specific Board Action:

It is recommended that the Board take the following Action:

- a. Adopt Resolution 2021-13.

Fiscal Impact:

Amount Requested: \$15,000

Sufficient Budgeted Funds Available?: Yes in Consulting Services.

Prog/Fund # Category: TBD

Previous Relevant Board Actions for This Item

At the February 5, 2020 Meeting the Board authorized staff to proceed with preparing the necessary documents for the application to LAFCO.

At the April 1, 2020 Meeting the Board approved the project and adopted the Notice of Exemption in accordance with CEQA..

Attachments

- 1. Resolution 2021-13
- 2. Map of the Areas to be Annexed

AGENDA ITEM: F-2



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2021-13

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT FOR
APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION
FOR A SPHERE OF INFLUENCE EXPANSION AND ANNEXATION OF
THE PANTAGES PROJECT AND DISTRICT OWNED PARCELS.**

WHEREAS, the Town of Discovery Bay Community Services District ("District") is a government agency organized and existing under the laws of the State of California; and

WHEREAS, the District has received a request from the owner of the Pantages Project to annex the Project area to the District; and

WHEREAS, the District is agreeable to be the applicant to the Local Agency Formation Commission to annex the owner's land to the District's boundaries; and

WHEREAS, the District wishes to also annex property it currently owns for its Newport Water Treatment Plant and Wastewater Treatment Plant Number 2; and

WHEREAS, all other legal prerequisites to the adoption of this resolution have been met.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE THAT THE DISTRICT APPLIES TO THE CONTRA COSTA LOCAL AGENCY FORMATION COMMISSION (LAFCO) FOR THE ANNEXATION OF THE PANTAGES PROJECT, NEWPORT WATER TREATMENT PLANT AND WASTEWATER TREATMENT PLANT NUMBER 2 PARCELS AND RELATED SPHERE OF INFLUENCE EXPANSION PROCEEDINGS. IN SUPPORT OF THE APPLICATION THE DISTRICT STATES:

Section 1: The above recitals are true and correct.

Section 2: The General Manager is authorized to commence the necessary steps to submit the necessary documents to LAFCO in support of the application.

Section 3: This application is made, and it is requested that proceedings be taken, pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code.

Section 4: This application is for an expansion of the District's Sphere of Influence (SOI) and annexation of lands to the District.

Section 5: The parcels to be added to the SOI and annexed to the District include the 0.926 acre Newport Water Treatment Plant parcel and the 132.44 acre Pantages property. The parcels to be annexed to the District, which are already in the District's SOI, include the 69.1 acre Wastewater Treatment Plant Number 2 Site. All parcels are located within unincorporated Contra Costa County as shown on Exhibit A, attached hereto and incorporated herein by reference as if fully set forth.

Section 6. It is requested that this proposal be subject to the following terms and conditions: Upon final approval of the Annexation, the District shall not provide services to private development outside of the District Boundary or Urban Limit Line, unless specifically authorized by Contra Costa County and LAFCO. This shall not constitute a restriction on the District to expand or build future public facilities on its own parcels.

Section 7. The reason for the proposal is to provide water and wastewater services to the Pantages project and to incorporate District owned parcels into the District's boundary and SOI.

Section 8: The District is not aware of any inconsistency of this proposal with the SOI of any City or district and is requesting the District's SOI be amended to include the Pantages and Newport Water Treatment Plant parcels prior to annexation.

Section 9: The plan for providing services to the Pantages Project as required by Government Code Sections 56653 and 56654 will be subject to the Pantages Project meeting the requirements of the District for extending water and wastewater services to the Project.

Section 10: Annexation of the Newport Water Treatment Plant and Wastewater Plant Number 2 is Categorically Exempt from the California Environmental Quality Act review pursuant to sections 15319(a) and 15601(b)(3) of Title 14 of the California Code of Regulations; a Notice of Exemption was filed with the Contra Costa County Clerk on April 21, 2020. For the Pantages Proposal, the Department of Conservation and Development, Community Development Division (CDD) prepared an EIR which was certified on December 3, 2013. A previous Addendum was prepared and certified on October 6, 2015. A second Addendum was also prepared for the proposed project and certified by the Board of

Supervisors on July 13, 2021 and a Notice of Determination was filed with the County Clerk on July 19, 2021, and mailed to the Office of Planning and Research.

Section 11: This Resolution shall take effect immediately upon its adoption.

Section 12: The Board Secretary shall certify the adoption of this Resolution and shall file a certified copy with the executive officer of the Contra Costa County Local Agency Formation Commission.

Section 14: The District's General Manager, or General Manager's designee, is hereby directed and authorized to execute and submit on the District's behalf any materials deemed necessary by the Contra Costa County Local Agency Formation Commission for this application and to represent the District at any Contra Costa County Local Agency Formation Commission hearings regarding this application.

PASSED, APPROVED AND ADOPTED THIS 18th DAY OF AUGUST, 2021.

Bryon Gutow
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on August 18, 2021, by the following vote of the Board:

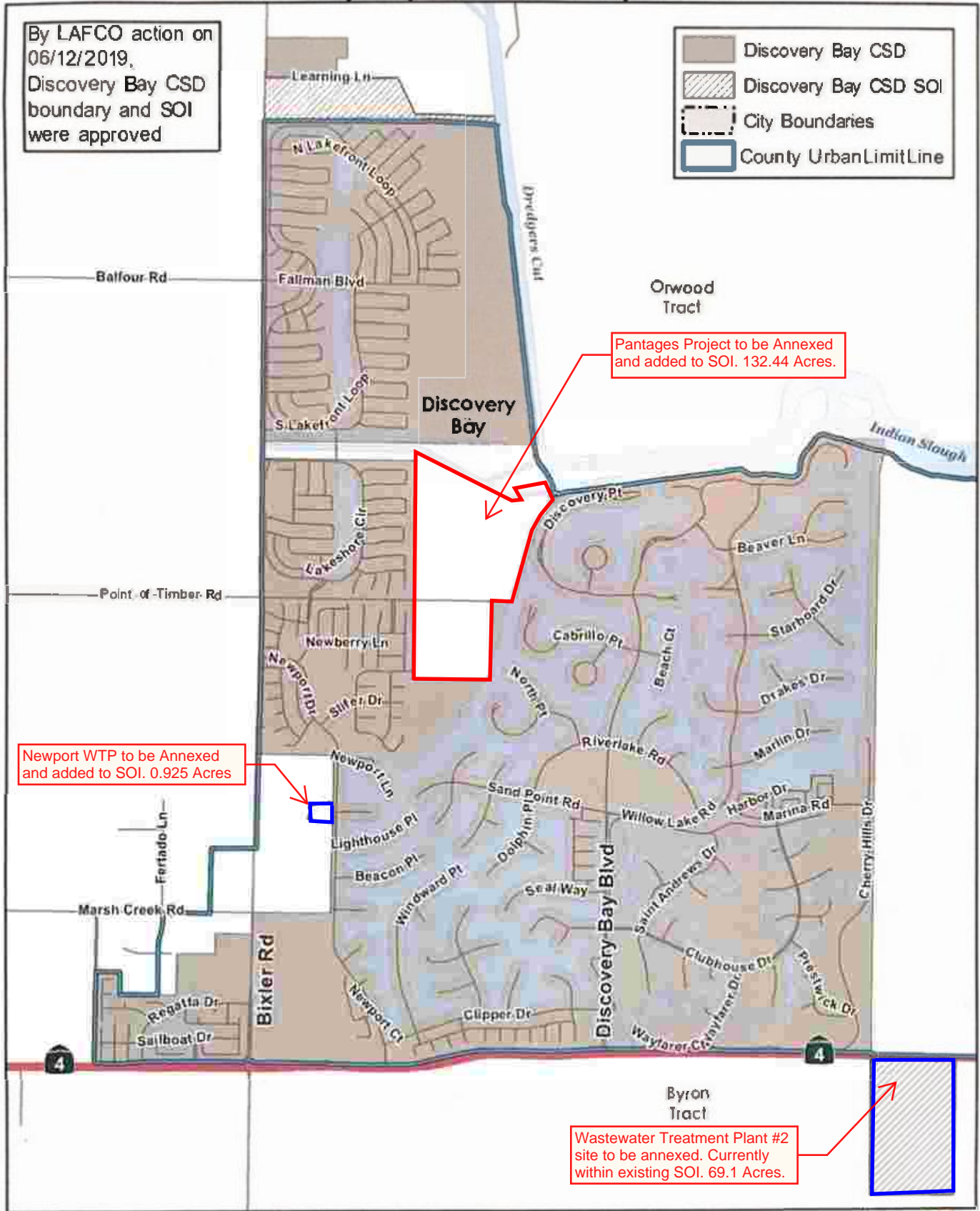
AYES:
NOES:
ABSENT:
ABSTAIN:

Michael R. Davies
Board Secretary

EXHIBIT A

Discovery Bay CSD Boundary and SOI

Att 2v/Exhibit A



By LAFCO action on 06/12/2019, Discovery Bay CSD boundary and SOI were approved

Pantages Project to be Annexed and added to SOI. 132.44 Acres.

Newport WTP to be Annexed and added to SOI. 0.925 Acres

Wastewater Treatment Plant #2 site to be annexed. Currently within existing SOI. 69.1 Acres.

Map created 06/21/2014
by Contra Costa County Department of
Conservation and Development, GIS Group
30 Main Road, Walnut Creek, CA 94597
37-58-41-79-16 120-07-01-7500V

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Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

August 18, 2021

Prepared By: Bill Engelman, Parks and Landscape Manager

Submitted By: Michael Davies, General Manager

Agenda Title

Discussion and Possible Action Regarding Bid Results for the Installation of Synthetic Turf at the Community Center Swimming Pool.

Recommended Action

Accept the low bid of \$113,692 submitted by Consolidated Engineering, for the installation of synthetic turf at the Community Center Swimming Pool; and authorize the General Manager to execute all contracts associated therewith for a total project cost not to exceed the bid amount plus 15% contingency.

Executive Summary

In March of this year, staff met with and obtained an estimate from a company that specializes in synthetic turf installation for converting the landscape around the pool area into synthetic turf. This estimate came in at approximately \$55,000.

At the May 5, 2021 Board of Directors meeting, staff presented options for landscaping and hardscaping ideas to the Board to enhance the area around the Community Center pool. Staff was given direction to move forward with installing synthetic turf within the perimeter of the pool fencing area, as well as approval to use "Hofmann money" to fund the project. A bid opening was held on July 28th where staff received two bids:

- Consolidated Engineering at \$113,692.00
- G&G Builders at \$166,667.00

The actual bid amounts are in extreme excess of the original \$55,000 amount originally considered by the Board. Staff followed-up to ascertain why the large discrepancy between the original estimate and the actual bid amounts. Staff was told that the bid amounts were likely submitted by general contractors and not synthetic landscape specialty companies, thus the submitted bids probably contained a margin of general contractor profit. Staff was advised that prices have increased, but the project should cost no more than in the \$80,000 range.

It should be noted that the community center pool will not be complete in time for recreational swim, but may be open for adult lap swim only. The synthetic turf landscape project could be delayed and timed to correspond with the opening of recreational swim in May 2022. Prices could come down during the interval period, but also could go up.

Previous Relevant Board Actions for this Item

May 5 2021

Attachments

Consolidated Engineering Bid Sheet
G&G Builders Bid Sheet

**BID FORM
FOR A**

Swimming Pool Synthetic Turf Installation
Discovery Bay Community Center

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as accepted by The Town of Discovery Bay Community Services District and dated July 2021, have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

If a Notice of Award accompanied by at least four (4) unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within ninety calendar days after the actual date of the opening of the Bids, the undersigned will within five (5) working days after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence five (5) working days following the date specified in the Notice to Proceed and to complete all work contained in these bid documents within 80 calendar days from the date established by the Notice to Proceed in accordance with the terms as stated in the Contract.

The undersigned further agrees to pay OWNER, as liquidated damages, \$150 per day for each calendar day beyond the Contract Completion Date or extension thereof that any of the Work remains incomplete.

The undersigned acknowledges receipt of addenda numbered:

Addendum # 1

(Write all addenda numbers received here)

Bid.

| Item | Description | Unit | Estimated Qty | Bid Price per Unit | Total |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|------|---------------|-------------------------|-------------------------|
| 1 | Lump Sum (LS) cost to perform all the work for Synthetic Turf Installation as indicated in the contract documents. | LS | 1 | \$ 113,692 ⁻ | \$ 113,692 ⁻ |
| Total Base Bid: Inclusive of all work incidental thereto and connected therewith. | | | | | \$ 113,692 ⁻ |

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety, in the manner and under the conditions required in the contract documents for the Total Bid Price of:

ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED NINETY TWO
(amount in words)

\$ 113,692⁻
(amount in numbers)

The undersigned agrees that extra work, if any, will be performed in accordance with Article 1-11 of the General Conditions of the Contract and will be paid for in accordance with Article 1-18 of the General Conditions of the Contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, taxes, insurance and incidentals required to complete the Work. The names and addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give full name of corporation, or partnership, or Limited Liability Company, or Individual, or Joint Venture.)

Consolidated Engineering Inc.

The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word

"person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

83-0950651
Social Security Number
or Federal Identification Number

Consolidated Engineering Inc.
Signature of Individual or
Corporate Name

1013580
Contractor's State License Number

By: Casey Curtin
Corporate Officer
(if applicable)

Notice of acceptance should be mailed, faxed, emailed or delivered to the following:

Casey Curtin
(Name)

By: President
(Title)

P.O. Box 701
(Business Address)

Valley Springs Ca. 95252
(City and State)

925-752-5366
(Phone Number)

casey@conenginc.com
(email address)

Date 7/28/21

**BID FORM
FOR A**

**Swimming Pool Synthetic Turf Installation
Discovery Bay Community Center**

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as accepted by The Town of Discovery Bay Community Services District and dated July 2021, have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

If a Notice of Award accompanied by at least four (4) unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within ninety calendar days after the actual date of the opening of the Bids, the undersigned will within five (5) working days after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence five (5) working days following the date specified in the Notice to Proceed and to complete all work contained in these bid documents within 80 calendar days from the date established by the Notice to Proceed in accordance with the terms as stated in the Contract.

The undersigned further agrees to pay OWNER, as liquidated damages, \$150 per day for each calendar day beyond the Contract Completion Date or extension thereof that any of the Work remains incomplete.

The undersigned acknowledges receipt of addenda numbered:

Addendum 1

(Write all addenda numbers received here)

Bid.

| Item | Description | Unit | Estimated Qty | Bid Price per Unit | Total |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|------|---------------|--------------------|---------------|
| 1 | Lump Sum (LS) cost to perform all the work for Synthetic Turf Installation as indicated in the contract documents. | LS | 1 | \$166,667.00 | \$166,667.00 |
| Total Base Bid: Inclusive of all work incidental thereto and connected therewith. | | | | | \$ 166,667.00 |

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety, in the manner and under the conditions required in the contract documents for the Total Bid Price of:

One Hundred Sixty Six thousand six hundred sixty seven dollars and 00/100

(amount in words)

\$ 166,667.00

(amount in numbers)

The undersigned agrees that extra work, if any, will be performed in accordance with Article 1-11 of the General Conditions of the Contract and will be paid for in accordance with Article 1-18 of the General Conditions of the Contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, taxes, insurance and incidentals required to complete the Work. The names and addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give full name of corporation, or partnership, or Limited Liability Company, or Individual, or Joint Venture.)

G&G Builders, Inc. (Corporation)

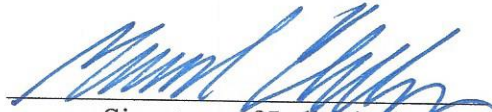
The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word

"person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

94-3299733

Social Security Number
or Federal Identification Number


Signature of Individual or
Corporate Name

750759, A/B

Contractor's State License Number

By: Gerard Callahan / President
Corporate Officer
(if applicable)

Notice of acceptance should be mailed, faxed, emailed or delivered to the following:

Gerard Callahan

(Name)

By: President

(Title)

4542 Contractors Place

(Business Address)

Livermore, CA 94551

(City and State)

925-846-9023 (office)

925-570-7606 (mobile)

(Phone Number)

gcallahan@ggbuildersinc.com

(email address)

Date 07/26/2021



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

August 18, 2021

Prepared By: Bill Engelman, Parks and Landscape Manager

Submitted By: Michael Davies, General Manager

Agenda Title

Discussion and Possible Action Regarding Contracting with the Conservation Corps for Maintenance of Town Parks.

Recommended Action

Authorize the General Manager to execute the attached service agreement with the San Joaquin County Office of Education (DBA- Greater Valley Conservation Corps) with a total project amount not to exceed \$50,000.00 during FY21/22.

Executive Summary

Background

The California Conservation Corps ("Corps") is a statewide program that allows the Corps to hire 18-25 year-old young adults to be engaged in Community beautification and Natural Resource projects. There are many branches throughout the State and our region houses the Greater Valley Conservation Corps through the San Joaquin County Office of Education. Agreements with the Corps are exempt from prevailing wage requirements.

The Town landscape crew is down one employee. We have hired temporary employees, but they are not able to drive Town vehicles or use most of the Town landscape equipment. To get as much out of our limited resources as possible, staff met with the Corps regarding a streetscape project, and through our conversation, we learned that the Corps also has landscape maintenance specific crews that mow, detail, and maintain parks. The proposal they provided (Sept 1, 2021 through June 30, 2022) is \$43,050 to mow, detail, and perform weed control and provide tree and shrub trimming for our parks: Community Center, Cornell, Slifer, Ravenswood, Regatta. There is flexibility that during the dormant season the Town could use another Corps crew to assist in installation or streetscape projects on an as needed basis when the budget allows.

As a comparison, one Town crewmember is able to mow and detail our parks, not including tree, shrub, or weed control work, in approximately 32-40 hours. The cost of one crew member annually is about \$65,000.

Staff requests that the Board approve the attached contract with Greater Valley Conservation Corps, with a total project amount not to exceed \$50,000 for the maintenance of Town Parks and other areas as needed. The amount of \$50,000 is to add flexibility (change order) for other projects, materials, supplies and/or rental equipment that could constitute "extras" during the contract period.

Previous Relevant Board Actions for This Item

Attachments

San Joaquin County Office of Education (DBA-Greater Valley Conservation Corp) Contract for Landscape Service FY21/22.

AGENDA ITEM: F-4



SJCOE
 EDUCATE · INNOVATE · INSPIRE



SERVICE AGREEMENT

THIS AGREEMENT, made as of August 18, 2021 by and between, The Town of Discovery Bay with its principal offices at 1800 Willow Lake Road, Discovery Bay, CA 94505 (hereinafter referred to as "Sponsor"), and San Joaquin County Office of Education (DBA- Greater Valley Conservation Corps) (hereinafter referred to as "Contractor"). Sponsor and Contractor, individually, are sometimes referred to as "Party" and collectively referred to as "Parties" in this Agreement.

1. Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? Yes No N/A
2. If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? Yes No N/A

WHEREAS, the Greater Valley Conservation Corps is under the authority of, and operates as a program of, the San Joaquin County Office of Education, referenced pursuant to this Agreement as "Contractor"; and

WHEREAS, Contractor desires to provide the Services for Sponsor.

NOW, THEREFORE, Contractor and Sponsor, each in consideration of the covenants of the other hereinafter set forth, agree as follows:

1. **TERM.** The term of this Agreement shall commence as of the date set forth at its beginning and shall terminate on June 30, 2022 unless cancelled by either Party with a 30-day written notice to the other Party, as described herein, or unless provided by a newly executed Extension of Agreement agreed to by both Parties.
2. **SCOPE OF SERVICE.** During the term of this Agreement, the Contractor shall provide Services as delineated in Exhibit A attached to and incorporated herein by reference (hereinafter "Services").
3. **COMPENSATION.** For the proper performance of the Services, Sponsor shall compensate Contractor in accordance with the schedule delineated in Exhibit B, attached to and incorporated herein by reference (hereinafter "Compensation.")

Contractor will invoice Sponsor monthly or upon completion of the project for the services described in Exhibit A. Payment is due upon receipt of invoice.

4. **PERFORMANCE.** The Contractor shall only be responsible for performing those Services expressly set forth in the Scope of Services. The Contractor will perform the Services in accordance with the terms set forth in the applicable Scope of Services, this Agreement and any applicable laws, regulations and ordinances.
5. **NON-DISCRIMINATION COMPLIANCE.** The Parties agree not to discriminate on the basis of race, gender, religion, marital status, age, national origin or ethnicity, physical or mental disability, medical condition, sexual orientation or any other consideration regulated by federal, state or local laws in the solicitation, selection, hiring or treatment of employees, subcontractors, vendors or suppliers.
6. **ACCEPTANCE.** Upon completion of the Services under the applicable Scope of Services, the Services, shall be deemed complete, final and accepted by Sponsor unless Sponsor reasonably believes that the Services did not conform to the specifications set forth in the applicable Scope of Services and notifies the Contractor, within a reasonable period of time acceptable to the Contractor, of such non conformance. The Parties shall discuss any alleged non-conforming Services in good faith. If the Parties agree that such Services did not conform to the specifications set forth in the applicable Scope of Services, the Parties shall extend the delivery date for such Services and Sponsor shall not be charged for any subsequent Services performed by the Contractor required to complete such Services.
7. **CONFIDENTIALITY.** Contractor, its employees and agents, shall treat and maintain as confidential property any information regarding Sponsor's plans, programs, costs, or clients which may be disclosed to or come within the knowledge of, Contractor, its employees and agents, and not use or disclose to others, except as is necessary to perform said Services hereunder, and then only on a confidential basis that is satisfactory to Sponsor. Further, the Parties shall comply with all State and Federal policies, regulations, and statutes related to the privacy and confidentiality of pupil records.
8. **CONDUCT OF PERSONNEL.** While at Sponsor's premises, each of the Parties agree that it, and its personnel and Subcontractors, shall (i) comply with all reasonable requests, rules, or regulations of the other Party regarding safety and health and personal and professional conduct applicable to such premises; and (ii) otherwise conduct themselves in a professional manner. Contractor shall not be responsible or liable to Sponsor for any damage to or destruction of Sponsor property, or personal property of Sponsor's employees, invitees, or other parties on the premises.
9. **INDEMNIFICATION.** Contractor shall defend, indemnify and hold harmless the other Party and their respective officers, directors, members, employees, and assigns from and against all claims, actions, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys, arising out of or resulting from the performance of this Agreement, except liabilities or claims arising from the gross negligence or willful misconduct of the Party, or any of the Party's individuals described herein. Likewise, the Party shall defend, indemnify and hold harmless Contractor and its respective officers, directors, members (including students), employees, and assigns from and against all claims, actions, damages, losses and expenses, including court costs and

reasonable fees and expenses of attorneys, arising out of or resulting from the performance of this Agreement, except liabilities or claims arising from the gross negligence or willful misconduct of the Contractor, or any of the Contractor's individuals described herein.

10. **FINGERPRINTING.** For any individual who supervises, or has substantial contact with, pupils under the age of 18, providing services pursuant to this Agreement, the Parties shall comply with all State and County Office requirements for fingerprinting. Individuals who have limited contact with pupils and are not fingerprinted shall only work with pupils providing services pursuant to this Agreement under the direct supervision of a Contractor-assigned supervisor or other employee of the San Joaquin County Office of Education.

11. **INSURANCE:** Contractor shall not begin the Services under this Agreement until:

- (a) it has furnished certificates of insurance in the amount provided below, and
- (b) such insurances and the certificates have been approved by Sponsor, consistent with the minimum requirements set forth herein.

The certificates of insurance cannot be canceled, non renewed or materially changed except after thirty (30) calendar days' prior written notice by the Contractor to the Sponsor named in Section 12. NOTICE, herein. Additionally, during the term of this Contract, Contractor shall provide further certificates to Sponsor at least seven (7) days prior to expiration dates shown on certificates evidencing that the insurance required herein is in effect after said dates.

Contractor shall hold and maintain for the life of this Agreement (at its own expense unless otherwise specifically set forth) at least the following insurance:

| <u>COVERAGE</u> | <u>LIMITS</u> |
|------------------------------------------------------------------------------------------|---------------------------------------------------|
| (a) Worker's Compensation | Statutory |
| (b) Employer's Liability | \$200,000 each accident |
| (c) Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) | \$1,000,000 each occurrence combined single limit |
| (d) Comprehensive or Commercial Automobile Liability (Bodily Injury and Property Damage) | \$1,000,000 each occurrence combined single limit |

12. **NOTICE:** Except as otherwise specifically provided, any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, transmitted by facsimile, email, or if deposited in the United States mails, postage prepaid, for mailing by first-class registered or certified mail, addressed as follows:

If to Sponsor, it shall be addressed to:

**Attention: General Manager
The Town of Discovery Bay
1800 Willow Lake Road
Discovery Bay Ca, 94505**

If to Contractor, it shall be addressed to:

**Nicholas Mueller / Michael Totten
San Joaquin County Office of Education (dba Greater Valley Conservation Corps)
PO Box 213030
Stockton, CA 95213-9030**

or to such other address or individual as either Party may specify from time to time by written notice given by such Party.

- 13. TERMINATION/SUSPENSION.** Either Party may, at any time, terminate this Agreement in whole or in part, by providing the other Party with a 30-day written notice, sent by Certified Mail. If Sponsor terminates for any reason other than an alleged breach of contract, Sponsor will reimburse Contractor those costs not in excess of the amount specified in Exhibit A which were previously incurred by Contractor in good faith in connection with the Services. Except for circumstances beyond the reasonable control of Sponsor, if the Services are suspended, delayed or interrupted by Sponsor and if Contractor is authorized by Sponsor to resume the Services, an equitable adjustment will be made to the amount specified in Exhibit A.

If either Party alleges a breach of contract, the Party alleging the breach shall give written notice thereof to the other Party and the Agreement shall terminate thirty (30) days after issuance of the notice, unless the breach is cured within seven (7) days.

- 14. STANDARD OF CARE.** Contractor agrees that it will perform the Services in a good and workmanlike manner, use sound principles and practices in the performances of the Services to be provided hereunder, and will exercise high standards of skill, care and diligence in the performance of the Services. Contractor shall be responsible for responding to and attempting to resolve any complaints arising from Contractor's performance hereunder. Where Sponsor determines that any complaint should be handled by Sponsor rather than by Contractor, Contractor shall immediately cease in its handling of the complaint and shall cooperate in good faith, and to the extent practical, with Sponsor's handling of the complaint.

- 15. INDEPENDENT CONTRACTOR.** Contractor shall not be deemed to be an agent, employee, partner, or joint venture of Sponsor by virtue of the relationship established hereunder, and Contractor shall have no authority to enter into any agreements or understandings on behalf of Sponsor or to otherwise obligate or bind Sponsor to any contract, obligation, or undertaking whatsoever, except as may be otherwise set forth herein.

Contractor shall at all times be acting and performing as an independent contractor with respect to Sponsor, performing services in accordance with its own judgment as to the method of rendering such service. Contractor shall not be entitled to participate in any benefit plans maintained by Sponsor for its employees, nor shall Sponsor make any deduction for payroll taxes, unemployment or workers compensation insurance, pensions, annuities, or benefits measured by wages, salary or other compensation paid to Contractor. Contractor shall not have any claim against Sponsor for vacation pay, sick leave, retirement benefits, social security, workers compensation, disability or employee insurance benefits or any other employee benefits of any kind or nature. Contractor shall not have the right to assign this Agreement nor appoint any sub-Contractors, unless mutually agreed upon, with terms set forth in writing.

16. RELATIONSHIP OF PARTIES: The sole relationship between the Parties is that of independent contractor, as set forth in this Agreement, and no partnership, joint venture, fiduciary or other relationship is intended or created between the Parties. Contractor understands and agrees that the Parties are sophisticated business persons or entities negotiating and agreeing at arms-length. Contractor represents that Contractor has read and understood each and every term and condition of this Agreement, including any exhibits, and has consulted with, or has had adequate opportunity to consult legal counsel prior to and regarding the terms and conditions of this Agreement, including any exhibits, shall not be subsequently construed against either Party and that this Agreement shall be treated as if mutually drafted by the Parties.

17. COMPLIANCE WITH LAWS: Contractor shall comply with all Federal, State, and local statutes, laws, ordinances, regulations, rules and codes applicable to the Services.

18. CONSTRUCTION; SEVERABILITY. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the Parties to this Agreement, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

19. REMEDIES. Except where otherwise specified, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the Party may possess at law or in equity.

20. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of California, United States.

21. MEDIATION/ARBITRATION. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Stockton, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by both Parties. Any controversy or claim arising out of or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by Arbitration in Stockton, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the Parties, and a judgment thereon may be entered in any

court having jurisdiction over the subject matter in controversy. The expenses of the Arbitration shall be borne equally by the Parties to the Arbitration, provided that each Party shall pay for and bear the costs of its own experts, evidence and attorney's fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within thirty (30) days of the initial request for mediation.

22. FORCE MAJEURE. Neither Party shall be responsible for failure to fulfill its obligations under this Agreement (other than obligations relating solely to the payments of money) if such failure is caused by material events beyond such Party's reasonable control such as terrorism, war, sabotage, insurrection, riots, civil disobedience and the like, acts of governments and agencies thereof, labor disputes, accidents, fires or natural disasters. In such event, the delayed Party shall perform its obligations hereunder promptly after the cause of the failure has abated.

23. NO WAIVER. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance.

24. AUTHORITY: The signatories hereto decree that they have full authority to enter into this Agreement on behalf of the Parties to this Agreement.

25. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements of the Parties with respect to the subject matter hereof. Neither Party shall be bound by any term, condition or other provision, which is different from, or in addition to the provisions of this Agreement, (whether or not it would materially alter this Agreement). No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the Party subject to enforcement of such amendment.

IN WITNESS WHEREOF, Contractor and Sponsor have executed this Agreement effective as of the date set forth at its beginning.

SPONSOR

Town of Discovery Bay
(Parks and Landscape)

By: _____
Print Name: **Michael R. Davies**
Title: **General Manager**
Date:

CONTRACTOR

San Joaquin County Office of Education
(dba Greater Valley Conservation Corps)
Lic# 1075473

By: _____
Print Name: **Nicholas Mueller**
Title: **Director II GVCC**
Date:

By: _____
Print Name: **Michael Totten**
Title: **Program Manager II GVCC**
Date:

By: _____
Print: **Warren Sun**
Title: **Division Director SJCOE OPS**
Date:

EXHIBIT A SCOPE OF SERVICES

This Scope of Services is dated as of **August 18, 2021**. This Scope of Services, together with the Sponsor Agreement, is a contract between the said “Sponsor” and San Joaquin County Office of Education, DBA Greater Valley Conservation Corps. (“Contractor”). The “Agreement”, contains the full and complete understanding of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the entire subject matter of this Scope of Services. Only a written instrument signed by an authorized representative of each Party may amend this Scope of Services.

The Services to be performed by the Contractor are as follows:

Scope of Work

GVCC will provide weekly service to the following sites and areas.

Note: GVCC will complete all sites Monday – Thursday

- **Town of Discovery Bay Parks**
 1. Community Center: 1601 Discovery Bay Blvd
 2. Cornell Park: 505 Discovery Bay Blvd
 3. Ravenswood Park: Cullen Drive
 4. Slifer Park: Newport Ave and Slifer Dr
 5. Regatta Park: 2514 Foghorn

SPECIFICATIONS
LANDSCAPING MAINTENANCE SERVICES

1. Weekly mow, edge and trim lawns during the growing season and as directed by the Town of Discovery Bay during the dormant season.
2. Apply necessary and appropriate fertilizer to provide proper growth and color. Materials purchased By GVCC will be billed back to Sponsor.
3. Control lawn weeds by use of pre and post emergent herbicides in early spring and early fall. Control weeds in sidewalks and driveway seams adjacent to landscaped areas. Control weeds in flower beds by chemical and manual methods. Beds will be raked as necessary to provide a manicured appearance. Control weeds in non-landscaped areas. All application of chemical herbicides and pesticides will be in compliance with the California Healthy Schools Act of 2000. Materials purchased By GVCC will be billed back to Sponsor.
4. Keep shrubs trimmed to generally accepted sizes and shapes. Apply fertilizer as necessary.
5. Maintain ground cover. Provide necessary trimming, feeding, and weed control.
6. Provide control of insects and mildew on ornamentals. Serious outbreaks that may require unusual attention may be charged extra (only with prior consent by purchase order).
7. Gopher control, which includes removing mounds and elimination of gophers as they appear, done in a manner which does not present a safety hazard.
8. Remove all debris generated by landscaping work, including grass clippings. Remove incidental litter when serviced. Blow off sidewalks, parking lots, and other hardscape surfaces after each visit. All debris will be dumped at the Town of Discovery Bay Plant #1 (2500 Channel Road). Debris will be dumped in existing green waste pile.
9. Installation of new plants at extra charge (only with prior consent by purchase order or proposal).
10. Prune lower branches of trees up to height of eight (8-10) feet. Trim branches and ornamentals away from walkways and parking areas.
11. Lawn irrigation system schedules will be set according to seasonal requirements. Provide repair of sprinklers damaged by contractor. Other required repairs or irrigation system alterations will be charged extra, at the rate of \$42.50 per hour per lead and \$26.50 an hour per corpsmember plus material costs. GVCC will not make any repairs without prior approval from Sponsor. The additional cost for time and materials will be billed at the next billing cycle.

EXHIBIT B
COMPENSATION

Sponsor is to compensate Contractor for the Services in Exhibit A of the Agreement pursuant to the following schedule:

- GVCC will provide a weekly Landscape service to the Town of Discovery Bay Parks and Landscape Division.
- Sept 1, 2021 – June 31, 2022
- Weekly rate: \$1,076.00 x 4 times a month = \$4,305.00 x 10 months = \$43,050.00
- During the dormant season, the Town will not be invoiced for weeks when GVCC is directed by the Town to skip maintenance.
- Equipment Usage Rate Sheet Attached

The contract agreed upon will not exceed the lump sum price of **FIFTY THOUSAND DOLLARS AND ZERO CENTS.**

San Joaquin County Office of Education (DBA-Greater Valley Conservation Corps) will invoice The Town of Discovery Bay Parks and Landscape Division on the first of each month. Any questions concerning billing should be brought to the attention of San Joaquin County Office of Education (DBA-Greater Valley Conservation Corps)

P.O Box 213030

Stockton, CA 95213-9030

Attention: Nicholas Mueller

Office: (209) 292-2700

Equipment Rates

| Unit | Day | Week | Month |
|--------------------------------------|------------|-------------|-----------------------------------|
| T595 Bobcat Track Skid Steer | \$ 350.00 | \$ 1,300.00 | \$ 4,000.00 |
| Bucket | \$ - | \$ - | \$ - |
| Grapppler Bucket (Brush Grapple) | \$ 100.00 | \$ 400.00 | \$ 1,400.00 |
| Brush Cat Rotary Mower | \$ 200.00 | \$ 800.00 | \$ 2,000.00 |
| 72" Rotor Tiller ATT | \$ 150.00 | \$ 600.00 | \$ 1,800.00 |
| Job Site Sweeper ATT | \$ 150.00 | \$ 600.00 | \$ 1,800.00 |
| Stump Grinder LARGE | \$ 200.00 | \$ 800.00 | \$ 2,000.00 |
| Ditch Witch SK-750 Skid Steer | \$ 200.00 | \$ 800.00 | \$ 2,000.00 |
| Buckets | \$ - | \$ - | \$ - |
| Rotor tiller 48" | \$ 100.00 | \$ 400.00 | \$ 1,400.00 |
| Stump Grinder small | \$ 100.00 | \$ 400.00 | \$ 1,400.00 |
| Brush Grapppler | \$ 100.00 | \$ 400.00 | \$ 1,400.00 |
| E-26 Compact Excavator | \$ 350.00 | \$ 1,300.00 | \$ 4,000.00 |
| Buckets : 12"-24"-36" | 0 | 0 | 0 |
| Auger ATT with bit 12" | \$ 100.00 | \$ 400.00 | \$ 1,400.00 |
| Breaker ATT Demo Bit | \$ 150.00 | \$ 400.00 | \$ 1,400.00 |
| Bobcat Tractor / Front loader | \$ 350.00 | \$ 1,300.00 | \$ 4,000.00 |
| Drop Down Disc | \$ 150.00 | \$ 600.00 | \$ 1,800.00 |
| Flair Mower ATT | \$ 200.00 | \$ 800.00 | \$ 2,400.00 |
| Wood Chipper Bandit 12XP | \$ 350.00 | \$ 1,300.00 | \$ 4,000.00 |
| Tow Behind Compressor | \$ 185.00 | \$ 700.00 | \$ 1,800.00 |
| Hammer Head Boring bit | \$ 100.00 | \$ 400.00 | \$ 1,400.00 |
| Spreader Sprayer Ride On | \$ 185.00 | \$ 700.00 | \$ 1,800.00 |
| Boom Lift 40 foot | \$ 350.00 | \$ 1,300.00 | \$ 4,000.00 + Trucking FEES |