

# AMENDED CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

February 17, 2022 6:00 PM

The Mission of the City of Coalinga is to provide for the preservation of the community character by delivering quality, responsive City services, in an efficient and cost-effective manner, and to develop, encourage, and promote a diversified economic base in order to ensure the future financial stability of the City for its citizens.

Notice is hereby given that the City Council will hold a Regular Meeting, on February 17, 2022 in the City Council Chambers, 155 West Durian Avenue, Coalinga, CA. Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113. Anyone interested in translation services should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113. The Meeting will begin at 6:00 p.m. and the Agenda will be as follows:

#### 1. CALL TO ORDER

- 1. Pledge of Allegiance
- 2. Changes to the Agenda
- 3. Council's Approval of Agenda

#### 2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

- 1. Multi-Jurisdictional Local Road Safety Plan
- 2. Certificate of Appreciation for Kenneth (Kenny) Smith Jr.

#### 3. CITIZEN COMMENTS

This section of the agenda allows members of the public to address the City Council on any item within the jurisdiction of the Council. Members of the public, when recognized by the Mayor, should come forward to the lectern, identify themselves and use the microphone. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening and all items will be referred to staff for follow up and a report.

Citizen Comments submitted in writing to the City Clerk by 5:00pm on the day of the City Council meeting shall be distributed to the City Council and included in the record, however they will not be read.

#### 4. PUBLIC HEARINGS

 Council Consideration and Adoption of the City of Coalinga 2020 Urban Water Management Plan and Water Shortage Contingency Plan

### Larry Miller, Public Works & Utilities Coordinator

Public Hearing #1 regarding Public Input on the Redrawing of District Boundaries
 Marissa Trejo, City Manager

#### 5. CONSENT CALENDAR

- 1. Approve MINUTES February 3, 2022
- 2. Adopt Resolution No. 4062 Approving the Emergency Operations Plan- Updated 2022
- 3. Approve Municipal Solid Waste Franchise Agreement of Refuse Rates Increase and Adopt Resolution No. 4063 Approving New Refuse Rates effective July 1, 2022
- 4. Adopt Resolution No. 4064 authorizing the City Manager to submit a grant application to the San Joaquin Valley Air Pollution Control District for Police Vehicles under the Public Benefit Grant Program
- 5. Adopt Resolution No. 4065 Amending the Police Sergeant Job Description
- 6. Adopt Resolution No. 4066 Amending the Police Corporal Job Description
- 7. Approve Contract Renewal with Coalinga State Hospital for Ambulance Services
- 8. Consider and Award Contract for 7th Street and Mountainview Street Rehabilitation Project
- 9. Approve Tactical Diversion Task Force Agreement between the Coalinga Police Department and DEA Tactical Diversion Squad
- Approve Amendment to the Memorandum of Understanding between the City of Coalinga and the Coalinga Police Officers' Association and Approve the February 17, 2022 Side Letter

### 6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

 Discussion, Direction and Potential Action regarding Reserve Police Officer Program and Adopt Resolution No. 4067 Amending the Police Officer (Reserve) Job Description and Adopt Resolution No. 4068 Approving the Reserve Police Pay Scale Jose Garza, (i)Chief of Police

#### 7. ANNOUNCEMENTS

- 1. City Manager's Announcements
- 2. Councilmembers' Announcements/Reports
- 3. Mayor's Announcements

#### 8. FUTURE AGENDAITEMS

#### 9. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL—LITIGATION (Gov. Code section 54956.9(d)(4).): One (1) case

#### 10. CLOSED SESSION REPORT

**Closed Session:** A "Closed" or "Executive" Session of the City Council, Successor Agency, or Public Finance Authority may be held as required for items as follows: personnel matters; labor negotiations; security matters; providing instructions to real property negotiators; legal counsel regarding pending litigation; and protection of records exempt from public disclosure. Closed session will be held in the Administration Building at 155 W. Durian Avenue and any announcements or discussion will be held at the same location following Closed Session.

#### 11. ADJOURNMENT

### STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

Subject: Multi-Jurisdictional Local Road Safety Plan

Meeting Date: February 17, 2022

From: Marissa Trejo, City Manager

Prepared by: Larry Miller, Public Works & Utilities Coordinator

#### I. RECOMMENDATION:

Presentation Only

#### II. BACKGROUND:

The City of Coalinga and many of its surrounding Central Valley Neighbors have been working together with Kittleson & Associates to complete a cooperative Local Road Safety Plan.

#### III. DISCUSSION:

The intent of Local Road Safety Plans are to analyze traffic collision data and create a plan that makes a safer roadway experience for both vehicles and pedestrians alike. Kittleson & Associates have analyzed our data, and have some recommendations as well as potentially HSIP funded projects to improve road safety.

#### **IV. ALTERNATIVES:**

None

#### V. FISCAL IMPACT:

None

#### ATTACHMENTS:

File Name Description

26012 - Coalinga City Council Presentation.pptx
MJLRSP Presentation

# **MLRSP**

Multijurisdictional Local Road Safety Plan

Coalinga City Council Presentation

February XX, 2022



### Overview

- What is a Local Road Safety Plan?
- Why was the LRSP created?
- What is in the LRSP?
- What happens next?



Source: Federal Highway Administration



### What is a Local Road Safety Plan?



Analyzes historical crash patterns and trends



Identifies engineering, education, emergency response, and enforcement countermeasures and strategies



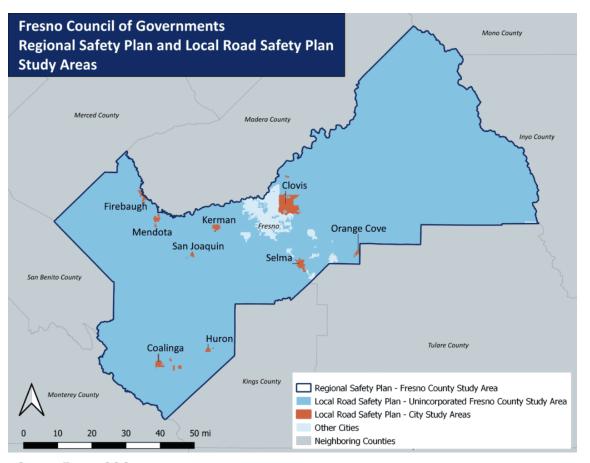
Prioritizes safety improvements based on crash data and stakeholder engagement



Meets federal safety plan guidance and Caltrans LRSP requirements



### Why was the LRSP Created?



Builds from the Fresno COG Regional Safety Plan

Funded by Caltrans grant program

Source: Fresno COG



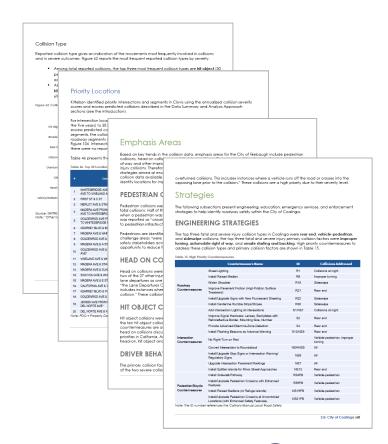
### Why was the LRSP Created?

- To encourage collaboration across the region and with local safety partners
- To discuss traffic safety issues and solutions
- To clearly identify priorities and a plan for implementation
- To enable Coalinga to apply for Highway Safety Improvement Program (HSIP) grant funding





- Vision and Goals
- Safety Partners
- Performance Measures
- Data Summary
- Existing Roadway Safety Performance
- Emphasis Areas
- Strategies
- Evaluation and Implementation

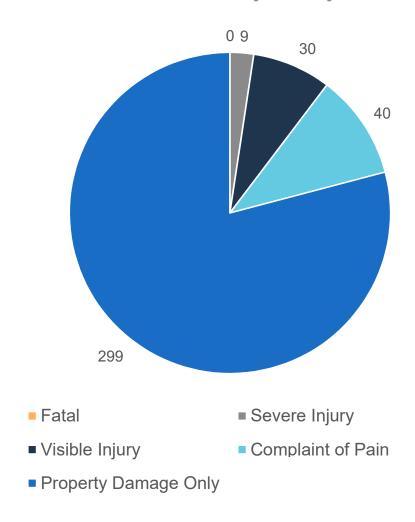




### Vision:

Enhance the existing roadway network in a cost-effective manner that promotes traffic safety, meets the needs of the community and enriches the lives of residents.

### **Crash Data by Severity**



# Safety Partners

- Coalinga Fire Department
- Coalinga Police Department
- Coalinga-Huron Unified School District
- Fresno Council of Governments
- Public Works and Utilities





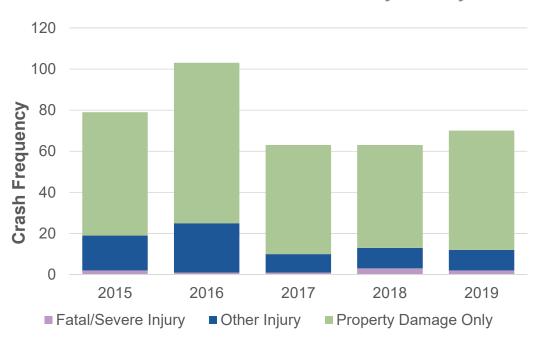






### **Existing Roadway Safety Performance**

Year-over-Year Trends in Crash Data by Severity



378 reported crashes in 2015-2019

0 fatal crashes

9 severe injury crashes

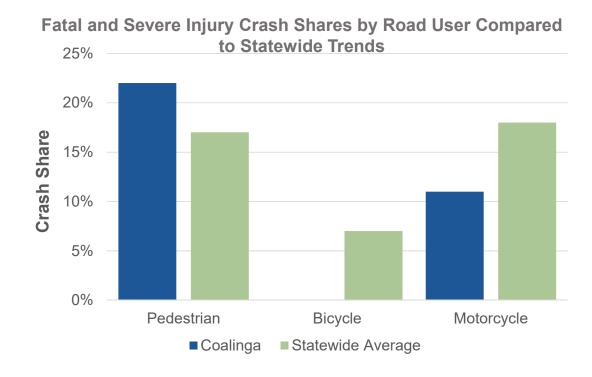
Source: SWITRS, TIMS, Kittelson, 2021



### **Existing Roadway Safety Performance**

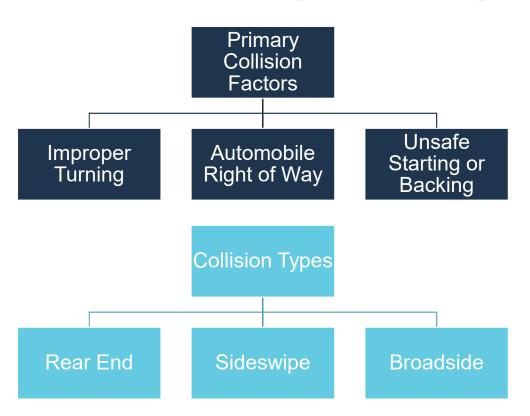
Coalinga compared to statewide average:

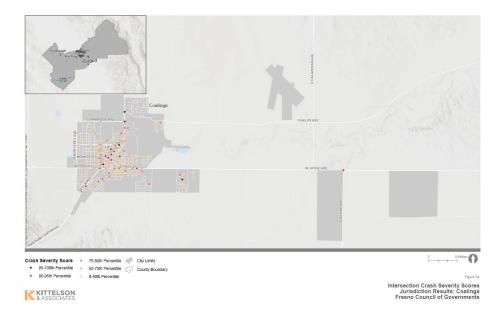
- Higher share of pedestrian crashes
- No bicycle crashes
- Lower share of motorcycle crashes



Source: SHSP, SWITRS, TIMS, Kittelson, 2021

### **Existing Roadway Safety Performance**







**Rear End Crashes** 

**Emphasis Areas** 

**Pedestrian Crashes** 

Intersection Control and Approach

High priority challenge areas in the California Strategic Highway Safety Plan





### **Engineering**

Geometric/operational changes to a roadway, intersection, or pedestrian/bicycle infrastructure

### **Education**

Programs aimed at distributing educational messages focused on road user behavior

### **Strategies**

### **Emergency Services**

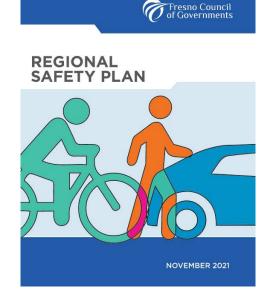
Programs/policies that facilitate coordination with emergency/first responders

### **Enforcement**

Programs/campaigns focused on road user behavior through more visible and active enforcement

- Addresses top fatal and severe injury collision types and primary collision factors
- Utilizes Regional Countermeasures Toolbox
- Includes roadway, intersection, and pedestrian/bicycle treatments
- Provides priority intersections and segments
- Examples: street lighting, splitter islands, enhanced crossings





**Engineering Strategies** 

- Regional campaign Safe Roads Save Lives
- Campaign Goals
  - Educate all road users on safe behaviors
  - Increase safety for people walking and biking
  - Highlight behaviors that cause the most crashes in Fresno County – speeding and distracted driving
- Guidance and materials in Regional Safety Plan









- FresnoCOG has the Safe Roads Save Lives materials to share with local partners
- Recommended activity:
  - Identify lead staff
  - Meet with advocacy groups
  - Work with school districts
  - Spread materials through social media, print materials, outdoor advertisements, PSAs, websites









**Emergency Strategies** 

- Involve emergency service organizations in roadway safety projects
- Consider impact of roadway projects on response times
- Response Coordinate to share observations and identify issues early









Coalinga currently conducts heightened enforcement events and has found them effective.

- Strategic speed enforcement checks
- Focused enforcement in locations with high crash rates
- Automatic enforcement, especially in school zone
- Speed feedback signs in targeted areas

**Enforcement Strategies** 



Crash data can help identify priority locations and times of day



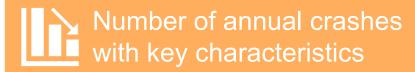
Enforcement strategies should be undertaken with due caution to avoid inequitable enforcement activities



### What happens next?

- Continue to coordinate with regional and local safety partners
- Regularly collect and organize data based on the performance measures
- Update the LRSP every three to five years

Performance Measures based on:





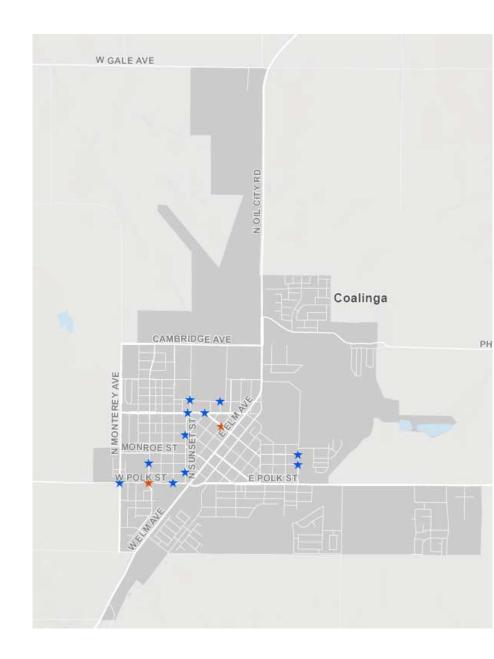


Coordination efforts between stakeholders



### What happens next?

- Identify countermeasures and strategies to implement
- Explore funding opportunities
- Apply for HSIP funding
  - ★ Two RRFB locations
  - ★ Eleven enhanced crosswalks



## Questions?



### STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Council Consideration and Adoption of the City of Coalinga 2020 Urban Water

Management Plan and Water Shortage Contingency Plan

Meeting Date: February 17, 2022

From: Marissa Trejo, City Manager

Prepared by: Larry Miller, Public Works & Utilities Coordinator

#### I. RECOMMENDATION:

Recommendation of staff is to hold a public hearing and accept comments on the City's proposed 2020 Urban Water Management Plan and formally adopt the plan.

#### II. BACKGROUND:

The City of Coalinga entered a contract with Blackwater Engineering to complete our 2020 Urban Water Management Plan and subsequent Water Shortage Contingency Plan. These plans are important tools for reporting water agencies' long-term planning efforts to meet future demands and tracking progress toward achieving state-mandated water conservation targets. They also support state laws linking approval for large developments to water supply availability.

In 1983, the California Legislature enacted the Urban Water Management Planning Act (Division 6 Part 2.6 of the Water Code §§10610 - 10656). It requires that every urban water supplier that provides water to 3,000 or more customers, or that provides more than 3,000 acre-feet of water annually ensure the appropriate level of reliability to meet the needs of its customers during normal, dry and multiple dry years. The act describes the contents of the UWMP as well as how urban water suppliers should adopt and implement the plans. Plan updates are required every five years, and updates maintain the Water Authority's eligibility for state grants.

#### III. DISCUSSION:

Water planning is an essential function of water suppliers but is critical as California grapples with ongoing drought and expected long-term climate changes.

Urban suppliers provide information on water management specific to their service areas. However, water management does not happen in isolation; there are other planning processes that integrate with the UWMP to accomplish urban planning. Some of these plans include city and county General Plans, Water Master Plans, Recycled Water Master Plans, integrated resource plans, Integrated Regional Water Management Plans, Groundwater Management Plans, and others.

#### IV. ALTERNATIVES:

Council may reject the 2020 Urban Water Management Plan or request changes.

### V. FISCAL IMPACT:

None

### ATTACHMENTS:

File Name

□ 307\_Coalinga\_UWMP\_2020(Draft).pdf

□ 307\_Coalinga\_WSCP(Draft).pdf

### Description

2020 Urban Water Management Plan (DRAFT)

2020 Water Shortage Contingency Plan

### City of Coalinga

2020 Urban Water Management Plan

#### **DRAFT**

**NOVEMBER 2021** 

### Prepared for:

CITY OF COALINGA 155 West Durian Coalinga, CA 93210 (559) 935-1533

### Prepared by:

BLACK WATER CONSULTING ENGINEERS, INC. 602 Lyell Drive Modesto, CA 95356 (209) 322-1820





#### CITY OF COALINGA 2020 URBAN WATER MANAGEMENT PLAN

#### **CONTACT SHEET**

Date plan adopted:

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Appendix C – Notice of Preparation and Outreach Documents

Appendix D – Water Loss Audits

Appendix E – SB X7-7 2015 Verification Form and 2020 Compliance Form

Appendix F – Energy Use Tables

Appendix G – Consumer Confidence Reports

Appendix H – Water Shortage Contingency Plan

Appendix I – Water Conservation Ordinance

Appendix J – Water Rate Schedule

Appendix K – Water Shortage Regulations

Appendix L – UWMP Adoption Resolution



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#### LIST OF ACRONYMS AND ABBREVIATIONS

AB Assembly Bill AF Acre-feet

AWWA American Water Works Association

Black Water Black Water Consulting Engineers, Inc.

BMP Best management practice CCR Consumer Confidence Report

Census U.S. Census Bureau

CIMIS California Irrigation Management Information System

City City of Coalinga
County Fresno County

CSH Coalinga State Hospital

CUWCC California Urban Water Conservation Council

CVP Central Valley Project
CWC California Water Code

Delta Sacramento-San Joaquin Delta
DMM Demand management measure
DOF California Department of Finance

DRA Drought Risk Assessment

DWR California Department of Water Resources

ETo Evapotranspiration

Fresno COG Fresno County Council of Governments
General Plan City of Coalinga 2025 General Plan

gpcd Gallons per capita per day
GSP Groundwater Sustainability Plan

HCD California Department of Housing and Community Development

LAFCo Local Agency Formation Commission

Legislature State of California Legislature M&I Municipal and Industrial

MG Million gallons

mgd Million gallons per day
PVSP Pleasant Valley State Prison
Retail Supplier Urban retail water supplier

RWQCB California Regional Water Quality Control Board

SB Senate Bill

SB X7-7 Water Conservation Act of 2009

SOI Sphere of influence

State Water Board State Water Resources Control Board

TDS Total dissolved solids
TG Thousand Gallons
ULF Ultra-low flush

USBR United States Bureau of Reclamation
UWMP Urban Water Management Plan

UWMP Guidebook 2020 Urban Water Management Plan Guidebook for Urban Water Suppliers



UWMPA Urban Water Management Plan Act WDR Waste Discharge Requirements WSCP Water Shortage Contingency Plan

WTP Water treatment plant
WUEdata Water Use Efficiency Data
WWTP Wastewater treatment plant





# 1 UWMP Introduction and Lay Description

## 1.1 Background and Purpose

## Legal Requirements:

#### CWC Section 10615:

"Plan" means an urban water management plan prepared pursuant to this part. A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities. The components of the plan may vary according to an individual community or area's characteristics and its capabilities to efficiently use and conserve water. The plan shall address measures for residential, commercial, governmental, and industrial water demand management as set forth in Article 2 (commencing with Section 10630) of Chapter 3. In addition, a strategy and time schedule for implementation shall be included in the plan.

The California Water Code (CWC) requires urban water suppliers within the state to prepare and adopt Urban Water Management Plans (UWMPs) for submission to the California Department of Water Resources (DWR). The UWMPs, which must be filed every five years, must satisfy the requirements of the Urban Water Management Planning Act (UWMPA) of 1983 including amendments that have been made to the Act and other applicable regulations. The UWMPA requires urban water suppliers servicing 3,000 or more connections or supplying more than 3,000 acre-feet (AF) of water annually, to prepare an UWMP.

The purpose of the UWMP is to maintain efficient use of urban water supplies, continue to promote conservation programs and policies, ensure that sufficient water supplies are available for future beneficial use, and provide a mechanism for response during water drought conditions. This plan, which was prepared in compliance with the CWC, and as set forth in the 2020 Urban Water Management Plan Guidebook for Urban Water Suppliers (May 2021) established by DWR (UWMP Guidebook), constitutes the City of Coalinga (City) 2020 UWMP. This 2020 UWMP was prepared in compliance with the UWMPA and the Water Conservation Bill of 2009 (Senate Bill [SB] X7-7) by Black Water Consulting Engineers, Inc. (Black Water) and the City.

## 1.2 Previous Urban Water Management Plan

The City previously updated their 2015 UWMP in March 2021. Following adoption, the 2015 UWMP was submitted to and approved by DWR. This 2020 UWMP serves as an update to the 2015 UWMP and complies with all new UWMP requirements and regulations.

### 1.3 Urban Water Management Planning and the California Water Code

This section summarizes the CWC sections that are applicable to UWMPs.



### 1.3.1 Urban Water Management Planning Act of 1983

In 1983, State Assembly Bill (AB) 797 modified the CWC Division 6, by creating the UWMPA. Several amendments to the original UWMPA, which were introduced since 1983, have increased the data requirements and planning elements to be included in UWMPs. Initial amendments to the UWMPA required that total projected water use be compared to water supply sources over the next 20 years, in 5-year increments. Recent DWR guidelines also suggest projecting through a 25-year planning horizon to maintain a 20-year timeframe until the next UWMP update has been completed. This is merely a guideline and not a requirement of the UWMPA. Therefore, the use of a 25-year planning horizon as opposed to a 20-year planning horizon is left up to the discretion of the agency. The City has opted to use a 20-year planning horizon for the purposes of this UWMP.

## 1.3.2 Applicable Changes to the Water Code since 2015 UWMPs

Since the UWMPA was passed, the CWC has undergone significant expansion and revision since the 2015 UWMP was prepared. Prolonged droughts, groundwater overdraft, regulatory revisions, and changing climatic conditions not only affect each supplier's water reliability determinations, but also the broad picture of statewide water reliability overseen by DWR, the State Water Resources Control Board (State Water Board), and the State of California Legislature (Legislature). Accordingly, the UWMPA has grown to address changing conditions. Applicable changes to the CWC since the completion of the City's 2015 UWMP are summarized in **Table 1-1**.



Table 1-1 - Applicable Changes to the CWC Since 2015

Table 1-1 Applicable Chair	cwc	Legislative	
Topic	Sections	Bill	Summary
Five Consecutive Dry- Year Water Reliability	10635(a) and (b)	SB 606, 2019	The Legislature modified the dry-year water reliability planning from a "multiyear" time
Assessment	aa (a)		period to a "drought lasting five consecutive water years" designation.
Drought Risk Assessment	10635(b)	SB 606, 2019	The Drought Risk Assessment (DRA) requires a supplier to assess water supply reliability over a five-year period from 2021 to 2025.
Seismic Risk	10632.5	SB 664, 2016	Requires the UWMP to address seismic risk to various water system facilities and have a mitigation plan.
Energy Use	10631.2(a)	SB 606, 2018	Requires suppliers to include readily obtainable information on estimated amounts of energy use for their water supply extraction, treatment, distribution, storage, conveyance, and other water uses.
Water Loss Reporting for Five Years	10631(d)	AB 1414, 2019	Requires inclusion of the past five years of water loss audit reports in UWMPs.
Water Shortage Contingency Plan (WSCP)	10632	SB 606, 2019	Suppliers are required to prepare and adopt a WSCP.
Groundwater Supplies Coordination	10631	AB 1414, 2019	Requires UWMPs to be consistent with Groundwater Sustainability Plans (GSPs)
Lay Description	10630.5	SB 606, 2019	Requires inclusion of a simple lay description of how much water the agency has on a reliable basis, how much it needs for the foreseeable future, what the agency's strategy is for meeting its water needs, the challenges facing the agency, and any other information necessary to provide a general understanding of the agency's plan.

# 1.4 UWMPs in Relation to Other Planning Efforts

The City is committed to providing a reliable and high-quality water supply to its customers. To ensure that the City will be able to continue to reliably serve the residents of Coalinga in the future, the City has conducted/participated in several important planning efforts that relate to water supply planning and are related to the UWMP. Some of the most recent water planning efforts are summarized below:

- City of Coalinga General Plan 2005-2025: In June 2009, the City adopted an update to its General Plan that guides land use and development for the Coalinga Planning Department through the year 2025. The General Plan focuses on the preservation and enhancement of the existing land while guiding community growth.
- Fresno Multi-Jurisdictional 2015-2023 Housing Elements: In April 2016, Fresno County (County) along with Coalinga and 11 other cities within the county coordinated to publish the 2015-2023



Housing Elements. The document identifies the community's housing needs, states the region's goals and objectives regarding housing production, rehabilitation, conservation to meet those needs, and defines the policies and programs the community will implement to achieve stated goals and objectives.

## 1.5 UWMP Organization

This 2020 UWMP contains the appropriate sections and tables required per the UWMPA and has been prepared based on guidance provided by the UWMP Guidebook. The required tables are included in the relevant sections and in **Appendix A**.

DWR's UWMP Checklist, as provided in the UWMP Guidebook, has been completed to demonstrate the UWMP's compliance with applicable requirements. A copy of the completed checklist is included in **Appendix B**. This plan is organized according to the recommended format provided in the UWMP Guidebook. The UWMP contains ten chapters, followed by appendices that provide supporting documentation for the information presented in the plan. The chapters are outlined below:

- Chapter 1 UWMP Introduction and Lay Description: This chapter provides background information for the 2020 UWMP and provides a description of the purpose of the plan.
- Chapter 2 Plan Preparation: This chapter includes information on the development of the 2020 UWMP and efforts in coordination and outreach.
- Chapter 3 System Description: This chapter describes the service area, population, and climate; presents an overview of the City's water distribution system; and describes the City's organizational structure and history.
- **Chapter 4 Water Use Characterization:** This chapter describes and quantifies the current and projected water uses within the City's service area.
- Chapter 5 SB X7-7 Baseline and Targets, and 2020 Compliance: This chapter describes the
  methods for calculating baseline and target water use consumption in the City. It also includes a
  calculation of the City's 2020 water use and determination of compliance with the 2020 target
  water use.
- Chapter 6 Water Supply Characterization: This chapter describes the current and projected sources of water available to the City. A description of potential recycled water use and supply availability is also included in this chapter.
- Chapter 7 Water Service Reliability and Drought Risk Assessment: This chapter describes the
  reliability of the City's current supply and evaluates the reliability for the next 20 years, including
  normal, single-dry years, and five consecutive dry years.
- Chapter 8 Water Shortage Contingency Plan: This chapter references the City's Water Shortage Contingency Plan (WSCP) which is provided as an appendix.
- Chapter 9 Demand Management Measures: This chapter describes the City's efforts to promote conservation, reduce water demand, and describes the City's demand management measures.
- Chapter 10 Plan Adoption, Submittal, and Implementation: This chapter describes the steps taken to adopt and submit the 2020 UWMP and make it publicly available. This chapter will also describe the City's plan to implement the UWMP.



## 1.6 Lay Description

### Legal Requirements:

### CWC Section 10630.5:

Each plan shall include a simple lay description of how much water the agency has on a reliable basis, how much it needs for the foreseeable future, what the agency's strategy is for meeting its water needs, the challenges facing the agency, and any other information necessary to provide a general understanding of the agency's plan.

The UWMP describes the City's water system, characterizes water use, describes the water supply sources for the City, and analyzes the reliability of the City's water service for normal, dry, and 5-year drought conditions for the next 20 years. To further improve the reliability of the City's water system, the WSCP identifies strategies to implement during water shortages and describes procedures for identifying the potential of a water shortage in the current year.

The City water system receives up to 10,000 AF (14,193 million gallons [MG]) of surface water through the federal Central Valley Project (CVP), which is supervised by the U.S. Bureau of Reclamation (USBR). In 2020, the City supplied 1,373 MG of potable water. Potable water demands are projected to increase to 2,218 MG by 2040 due to increases in the City population. The City's water supply is projected to sufficiently meet expected demands through 2040 without adding additional supplies.





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## 2 Plan Preparation

This chapter presents information on the development of the 2020 UWMP, including coordination and outreach efforts.

## 2.1 Basis for Preparing a Plan

### Legal Requirements:

#### CWC Section 10617:

"Urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems.

#### CWC Section 10620:

(b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.

#### CWC Section 10621:

(a) Each urban water supplier shall update its plan at least once every five years on or before July 1, in years ending in six and one, incorporating updated and new information from the five years preceding each update.

## 2.1.1 Public Water Systems

The CWC defines an urban water supplier as "a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or supplies more than 3,000 AF of potable water annually at retail for municipal purposes." **Table 2-1 (DWR Table 2-1)** documents the number of municipal connections and the volume of water supplied in 2020. The City is considered an urban retail water supplier.

Table 2-1 – Public Water Systems (DWR Table 2-1)

Submittal Table 2-1 Retail Only: Public Water Systems							
Public Water System Number	Public Water System Name	Volume of Water Supplied 2020 *					
Add additional rows as needed							
CA1010004	City of Coalinga	4,027	1,373				
	TOTAL	4,027	1,373				
* Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.							
NOTES:							

# 2.2 Individual Planning and Compliance

Water agencies are given the option to develop UWMPs individually or collectively as a regional group. While efforts to prepare the UWMP were coordinated with appropriate agencies, this UWMP was developed for the City service area only, and the City is not participating in a Regional UWMP (**Table 2-2** (**DWR Table 2-2**)).



Table 2-2 - Plan Identification Type (DWR Table 2-2)

Submitta	ubmittal Table 2-2: Plan Identification								
Select Only One		Type of Plan	Name of RUWMP or Regional Alliance if applicable (select from drop down list)						
V	Individua	I UWMP							
		Water Supplier is also a member of a RUWMP							
		Water Supplier is also a member of a Regional Alliance							
	Regional Plan (RU)	Urban Water Management WMP)							
NOTES:									

# 2.3 Fiscal or Calendar Year and Units of Measure

Legal Requirements:

CWC Section 10608.20:

(a)(1) Urban retail water suppliers...may determine the targets on a fiscal year or calendar year basis.

The City's 2020 UWMP has been prepared on a calendar year basis and includes planning data for the complete year of 2020. The City's reporting of water volumes in this 2020 UWMP is reported in MG. **Table 2-3** (**DWR Table 2-3**) summarizes the City's reporting methods for this 2020 UWMP.



Table 2-3 - Supplier Identification (DWR Table 2-3)

Submittal Table 2-3: Supplier Identification						
Type of S	upplier (select one or both)					
	Supplier is a wholesaler					
>	Supplier is a retailer					
Fiscal or	Calendar Year (select one)					
Y	UWMP Tables are in calendar years					
	UWMP Tables are in fiscal years					
If using	fiscal years provide month and date that the fiscal year begins (mm/dd)					
Units of r	measure used in UWMP *					
(select fr	om drop down)					
Unit	MG					
* Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.						
NOTES:						

### 2.4 Coordination and Outreach

## Legal Requirements:

#### CWC Section 10631:

(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

The UWMPA requires that the UWMP identify the water agency's coordination with appropriate nearby agencies. While preparing the 2020 UWMP, the City coordinated its efforts with relevant agencies to ensure that the data and issues are presented accurately.



#### 2.4.1 Wholesale and Retail Coordination

The City does not receive wholesale water, nor does it plan to in the future (Table 2-4 (DWR Table 2-4)).

## Table 2-4 – Water Supplier Information Exchange (DWR Table 2-4)

Submittal Table 2-4 Retail: Water Supplier Information Exchange
The retail Supplier has informed the following wholesale supplier(s) of projected water use in accordance with Water Code Section 10631.
Wholesale Water Supplier Name
Add additional rows as needed
Not Applicable
NOTES:

#### 2.4.2 Coordination with Other Agencies and the Community

## Legal Requirements:

### CWC Section 10620:

(d)(3) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.

#### CWC Section 10642:

Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan...

The City has coordinated with other appropriate agencies in the area, to the extent practicable. The following is a list of agencies and organizations that the City has contacted in the preparation of the 2020 UWMP:

- United States Bureau of Reclamation
- Westland's Water District
- Coalinga-Huron Unified School District

A copy of the letter sent to each of those agencies is in **Appendix C**.

#### 2.4.3 Notice to Cities and Counties



## Legal Requirements:

## CWC Section 10621(b):

Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days before the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

The City provided formal written notification to Fresno County and the public that the City's UWMP was being updated. In accordance with the UWMPA, this notification was provided at least 60 days prior to the public hearing of the plan. **Appendix C** contains copies of the outreach documents.





## 3 System Description

The UWMPA requires that the UWMP include a description of the water purveyor's service area and various aspects of the area served including climate, population, and other demographic factors. Unless otherwise noted, this 2020 UWMP uses the term "service area" to refer to the areas which the City provides potable water service.

## 3.1 General Description

#### Legal Requirements:

### CWC Section 10631:

(a) Describe the service area of the supplier, including current and projected population, climate, and other social, economic, and demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available. The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities, as developed pursuant to Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code.

The City is located in the Pleasant Valley at the base of the coastal mountain range on the western side of California's Central Valley within Fresno County. The City is a public agency that provides water and sewer service to all residential, commercial, and industrial customers and for fire protection use. During 2020, the City served a total population of approximately 17,590 through 4,027 active service connections.

Located approximately 60 miles northeast from Coalinga is the city limits of Fresno, the Central Valley's largest city and the state's fifth largest city. Interstate 5 runs north to south approximately ten miles east of Coalinga. The County of Monterey lies to the west and Kings County to the east.

According to the U.S. Census Bureau (Census), there were 8,212 people living in Coalinga in 1990, 11,668 in 2000, 13,380 in 2010, and 17,590 in 2020. These population estimates represent an average annual growth rate of approximately 2.57 percent from 1990 through 2020. This increase in population is primarily a reflection of the regional growth pressures that are affecting the Central Valley as people living in more expensive regions look for affordable housing in the Valley and the opening of the California Department of State Hospitals-Coalinga in 2005.

The City is the governing agency and the sole purveyor of water within the City limits. The City adopted the City of Coalinga 2025 General Plan (General Plan) in June 2009 [1]. The General Plan assesses delineated land use areas referred to as the sphere of influence (SOI), which is larger than the City limits. The SOI includes land over which the City does not have complete jurisdiction; however, the City has the option to annex the land and develop it in the future.



According to the Fresno Local Agency Formation Commission (LAFCo), the City's SOI encompasses approximately 9.05 square miles (5,793 acres). Land uses within the City include single-family residential, multi-family residential, mixed use, commercial, manufacturing/business, public facilities, recreation, open space/conservation, agricultural, and street rights-of-way. The SOI is recognized as the ultimate growth boundary over the life of the City's current General Plan. This 2020 UWMP assumes that the SOI describes the future water system service area.

## 3.2 Service Area Boundary Maps

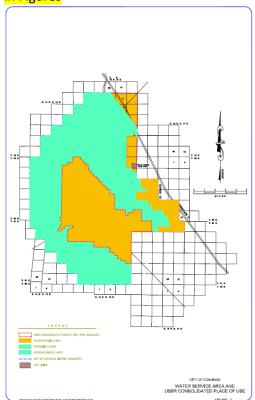
The service area map in **Figure 3-1** displays the City limits and the potable water service area boundary.





Figure 3-1 – Service Area Map

In Figures





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#### 3.3 Service Area Climate

#### Legal Requirements:

CWC Section 10631(a):

A plan shall... Describe the service area of the supplier, including ... climate...

CWC Section 10630:

It is the intention of the Legislature, in enacting this part, to permit levels of water management planning... while accounting for impacts of climate change.

Climate within the City is typical of that of the Southern San Joaquin Valley, cool and foggy during the winters with little precipitation, and hot and dry summers with little to no rainfall. Coalinga enjoys a very high percentage of sunshine, averaging over 260 sunny days per year. The City's annual average precipitation is approximately 5.4 inches. Most of the annual precipitation occurs between November and March. The local annual average maximum daily temperature is 78.8°F and the annual average minimum daily temperature is 51.7°F. **Table 3-1** summarizes monthly average evapotranspiration (ETo) rates, rainfall, and temperature. ETo is the water lost through evaporation from the soil and surface water bodies, combined with plant transpiration. Local data was obtained from California Irrigation Management Information System (CIMIS) Station #205, located within the City limits.

Table 3-1 - City of Coalinga Climate Data

	Average Max Average ETo Temperature		Average Min Temperature	Average Rainfall
Month	inches <sup>(a)</sup>	°F <sup>(b)</sup>	°F <sup>(b)</sup>	inches <sup>(b)</sup>
January	1.94	59.94	37.86	1.12
February	2.83	69.04	44.1	0.75
March	4.36	82.79	54.09	0.77
April	6.31	98.1	67.57	0.2
May	8.17	91.25	61.85	0.21
June	9.61	67.8	42.97	0.08
July	9.97	60.52	37.92	0.18
August	8.96	69.55	44.18	0.01
September	6.9	82.79	53.96	0.06
October	4.88	98.34	67.55	0.28
November	2.64	91.15	61.46	0.52
December	1.76	68.06	42.86	0.65
Total	68.33	78.28	51.36	4.83

<sup>(</sup>a) Source: CIMIS Website: www.cimis.water.ca.gov, Station 205 Coalinga, California, Monthly Average ETo Report, Printed July 2021.

These climate characteristics highly influence the City's water use. As described in Chapter 4, the City's water use in the summer months is significantly higher than that in the winter, reflecting increased water use for irrigation purposes during the hot, dry summers.

<sup>(</sup>b) Source: CIMIS Website: www.cimis.water.ca.gov, Station 205 Coalinga, California, Monthly Average Report, January 2011 – December 2020.



## 3.4 Service Area Population and Demographics

#### 3.4.1 Service Area Population

#### Legal Requirements:

## *CWC Section 10631(a):*

Describe the service area of the supplier, including current and projected population ... The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.

According to the Census, the City's population for the year 2020 was 17,590. The City has experienced steady population growth since 2010, and future projections anticipate further growth within the City. This steady increase in population is primarily a reflection of the regional growth pressures that are affecting the Central Valley as people living in more expensive regions look for affordable housing. The City's total population includes the urban population of the City, the population of the Pleasant Valley State Prison, and the population of the Coalinga State Hospital. The Pleasant Valley State Prison population fluctuated between 2,753 and 3,233 inmates in 2020 according to the California Department of Corrections and Rehabilitation 2020 Yearly Report. The California Department of State Hospitals Coalinga has 1,286 beds according to the California Department of State Hospitals website.

Anticipating increased demand from population growth and new enterprise are important aspects of the City's UWMP. This UWMP anticipates the effects of increased demand on water resources arising from sustained population growth. The City's population in 2020 of 17,590 was up from 13,380 at the 2010 Census, up from 11,668 at the 2000 Census, and up from 8,212 at the 1990 Census. Based on these population figures, the average annual growth rate of from 1990 to 2020 is approximately 2.57 percent. **Table 3-2 (DWR Table 3-1)** contains the projected population for the next 25 years, in 5-year increments, assuming a 2.57 percent annual average growth rate through 2040.

Table 3-2 - Population - Current and Projected (DWR Table 3-1)

			· · · · · · · · · · · · · · · · · · ·		<i>'</i>			
Submittal Table 3-1 Retail: Population - Current and Projected								
Population	2020	2025	2030	2035	2040	2045(opt)		
Served	17,590	19,970	22,671	25,738	29,220	33,172		
NOTES:								



### 3.4.2 Other Social, Economic, and Demographic Factors

### Legal Requirements:

#### CWC Section 10631:

(a) Describe the service area of the supplier, including... other social, economic and demographic factors affecting the supplier's water management planning.

The City's median household income is \$62,522, and the poverty rate is 20.6%. The median age in the City is 32.1 years old, which is lower than the United States' median age of 38.1. According to the U.S. Census Bureau, over a third of the population in Coalinga speaks Spanish at home. 70.4% of the population has attained a high school diploma.

### 3.5 Land Uses within Service Area

### Legal Requirements:

### CWC Section 10631(a):

The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities...

The City is predominantly comprised of single-family residential land use and public facilities with commercial, industrial, parks/open space/public uses, and multi-family residential land uses comprising the remaining areas. The General Plan serves as a blueprint for growth and development in the City. **Figure 3-2** shows the General Plan land use diagram.



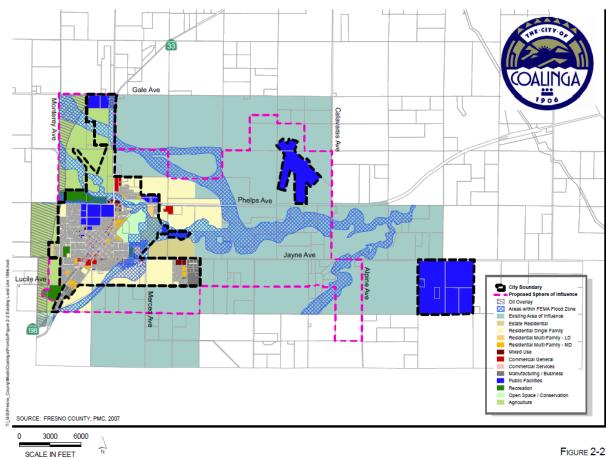
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Figure 3-2 - General Plan Land Use

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### 4 Water Use Characterization

This chapter describes and quantifies the current and projected water demands within the City's service area.

#### 4.1 Non-Potable versus Potable Water Use

This chapter addresses demands that are met by potable water sources. Recycled water use is described separately in Chapter 6. The City does not use other non-potable water sources.

## 4.2 Past, Current, and Projected Water Use by Sector

#### Legal Requirements:

## CWC Section 10635:

(a) Every urban water Supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

#### *CWC Section 10631(d):*

- (1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following...
- (2) The water use projections shall be in the same five-year increments described in subdivision (a).
- (4)(A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.
- (B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following: (i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections. (ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.

The following sections describe past, current, and projected water use within the City for each of the ten water use sectors identified in CWC Section 10631(d).



#### 4.2.1 Water Use Sectors Listed in Water Code

### Legal Requirements:

#### CWC Section 10631(d):

(1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following:

- (A) Single-family residential.
- (B) Multifamily.
- (C) Commercial.
- (D) Industrial.
- (E) Institutional and governmental.
- (F) Landscape.
- (G) Sales to other agencies.
- (H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.
- (I) Agricultural.
- (J) Distribution system water loss.

The water use sectors that are served by the water system include single-family residential, multi-family residential, and commercial. These classifications were used to analyze current consumption patterns. These classifications are defined as follows.

- **Single-family residential** A single-family dwelling unit. A lot with a free-standing building containing one dwelling unit that may include an accessory dwelling unit.
- **Multi-family residential** Multiple dwelling units contained within one building or several buildings within one complex.
- **Commercial** A water user that provides or distributes a product or service. Includes water used by retail establishments, office buildings, laundries, schools, prisons, hospitals, dormitories, nursing homes, and hotels.
- **Distribution System Water Losses** Water losses which occur due to distribution system leaks and other unmetered water uses (such as firefighting, main flushing, etc.).

The definitions for single-family residential and multi-family residential are consistent with the UWMP Guidebook. The City records for commercial, however, include the category defined as institutional in the 2020 UWMP Guidebook.

## 4.2.2 Water Use Sectors in Addition to Those Listed in Water Code

The water system does not serve additional water use sectors.

### 4.2.3 Past Water Use

The City's past water use for 2016-2019 is shown in **Table 4-1**.

Table 4-1 – Past Water Use (2016-2
------------------------------------

		Water Use (MG)											
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2016	65	62	75	93	106	133	145	146	127	107	84	64	1,207
2017	62	56	76	91	118	135	157	153	134	111	86	79	1,258
2018	70	72	75	94	125	130	152	150	138	115	88	68	1,277
2019	63	55	68	98	116	129	149	142	146	141	92	67	1,266

### 4.2.4 Distribution System Water Loss

## Legal Requirements:

### *CWC Section 10631(d)(1):*

For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following...

(J) Distribution system water loss....

## CWC Section 10631(d)(3):

- (A) The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section 10608.34.
- (B) The distribution system water loss quantification shall be reported in accordance with a worksheet approved or developed by the department through a public process. The water loss quantification worksheet shall be based on the water system balance methodology developed by the American Water Works Association.
- (C) In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met the distribution loss standards enacted by the board pursuant to Section 10608.34.

The last five years of water loss audit reporting are summarized in **Table 4-2 (DWR Table 4-4).** The water loss audits for 2016-2020 are in **Appendix D**.

Table 4-2 – Last Five Years of Water Loss Audit Reporting (DWR Table 4-4)

Submittal Table 4-4 Retail: Last Five Years of Water Loss Audit Reporting						
Volume of Water Loss 1,2						
99						
48						
147						
112						
155						

<sup>&</sup>lt;sup>1</sup> Taken from the field "Water Losses" (a combination of apparent losses and real losses) from the AWWA worksheet.

<sup>2</sup> Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.

NOTES: Volume of water loss with reporting period start date of 07/2020 was estimated based on available data.

CWC Section 10608.34(i) directs the State Water Board to "adopt rules requiring urban retail water suppliers to meet performance standards for the volume of water losses." The proposed regulation would require urban water suppliers to meet individual volumetric water loss standards determined through a water system-specific economic model developed by the State Water Board. Pursuant to this law, urban retail water suppliers, such as the City, have annually submitted water loss audits to DWR since October 2017. Pre-rulemaking meetings and workshops were held in 2018-2020 and adoption of the proposed regulation is anticipated to occur in 2021. Once the economic model is finalized, the City can determine their individual volumetric water loss standard.

#### 4.2.5 Current Water Use

Table 4-3 (DWR Table 4-1) shows potable water use for 2020 by water use type.



Table 4-3 – Demands for Potable and Non-Potable Water – Actual (DWR Table 4-1)

Submittal Table 4-1 Retail: Demands for Potable and Non-Potable <sup>1</sup> Water - Actual								
Use Type		2020 Actual						
Drop down list  May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	Level of Treatment When Delivered Drop down list	Volume <sup>2</sup>					
Add additional rows as needed								
Single Family		Drinking Water	561					
Multi-Family		Drinking Water	46					
Commercial	includes Institutional	Drinking Water	611					
Losses		Drinking Water	155					
		TOTAL	1,373					

<sup>&</sup>lt;sup>1</sup> Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4.

NOTES: From 2020 EAR

<sup>&</sup>lt;sup>2</sup> Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.



#### 4.2.6 Projected Water Use

### Legal Requirements:

#### CWC Section 10635 (a):

Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

#### Water Code Section 10631:

(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available... The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

## CWC Section 10631(d)(4):

- (A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.
- (B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following:
- (i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections.
- (ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.

**Table 4-4 (DWR Table 4-2)** summarizes the projected water use by use type for 2025 through 2040. The water use in **Table 4-4 (DWR Table 4-2)** was calculated using the following assumptions:

- 2020 Target SB X7-7 of 273 gallons per capita per day, further described in Chapter 5
- Population projections presented in Table 3-2 (DWR Table 3-1)
- Percentage water use by use type for future years was the same as for 2020
- 66 gpcd reduction in water use due to implementation of DWR Stage 3 shortage response actions. Refer to the WSCP.



The projections are conservative and do not consider potential water use reductions from codes, standards, ordinances, or transportation and land use plans.

Table 4-4 – Use for Potable and Non-Potable Water – Projected (DWR Table 4-2)

Submittal Table 4-2 Retail: Use for Potable and Non-Potable <sup>1</sup> Water - Projected							
Use Type		Projected Water Use <sup>2</sup> Report To the Extent that Records are Available					
<u>Drop down list</u> May select each use multiple times  These are the only Use Types that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	2025	2030	2035	2040	2045 (opt)	
Add additional rows as needed							
Single Family		616	700	795	902		
Multi-Family		51	57	65	74		
Commercial		671	762	865	982		
Losses		170	193	220	249		
	TOTAL	1,509	1,713	1,945	2,208	0	

<sup>&</sup>lt;sup>1</sup> Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4.

NOTES: Projected water use based on population projections from Table 3-1, and an assumed water demand of 273 gpcd, equivalent to the SB X7-7 2020 Target. An additional 66 gpcd reduction in demand due to implementation of DWR Stage 3 Shortage Response Actions were included. Projected water uses for each use type were proportionally increased based on their percentage of the total water use for 2020.

<sup>&</sup>lt;sup>2</sup> Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.



**Table 4-5 (DWR Table 4-3)** summarizes the total projected potable and non-potable water use in five-year increments from 2020 to 2040. The table includes recycled water demand, which will be further described in Chapter 6.

Table 4-5 – Total Water Use (Potable and Non-Potable) (DWR Table 4-3)

Submittal Table 4-3 Retail: Total Water Use (Potable and Non-Potable)							
	2020	2025	2030	2035	2040	2045 (opt)	
Potable Water, Raw, Other Non-potable From Tables 4-1R and 4-2 R	1,373	1,509	1,713	1,945	2,208	0	
Recycled Water Demand <sup>1</sup> From Table 6-4	0	0	0	0	0	0	
Optional Deduction of Recycled Water Put Into Long-Term Storage <sup>2</sup>							
TOTAL WATER USE	1,373	1,509	1,713	1,945	2,208	0	

<sup>1</sup>Recycled water demand fields will be blank until Table 6-4 is complete <sup>2</sup> Long term storage means water placed into groundwater or surface storage that is not removed from storage in the same year. Supplier **may** deduct recycled water placed in longterm storage from their reported demand. This value is manually entered into Table 4-3.

NOTES:

### 4.2.7 Characteristic Five-Year Water Use

#### Legal Requirements:

#### CWC Section 10635(b):

Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following...

- (3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period. [Emphasis added]
- (4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

The characteristic five-year water use will be useful for preparing the five-year Drought Risk Assessment (DRA) in Chapter 7. **Table 4-6** shows the summarized characteristic five-year water use. The projections assume a straight-line population growth between 2020 and 2025 and a water demand of 208 gallons per



capita per day (gpcd). The per capita water demand is based on an unconstrained water demand of 273 gpcd, equivalent to the SB X7-7 2020 target water demand shown in **Table 5-1 (DWR Table 5-1)**. A 66 gpcd reduction due to implementation of standard water conservation alert measures (DWR Stage 3) described in the WSCP is included in the projections. It is expected that water use in the next five years may be even lower than projected since DWR Stage 4 water conservation alert measures have been implemented. However, this was not included in the five-year characteristic water use because it is unknown how long these measures will be in place.

Table 4-6 - Characteristic Five-Year Water Use

	Year				
Description	2021	2022	2023	2024	2025
Per capita water use, gpcd <sup>a</sup>	273	273	273	273	273
Population <sup>b</sup>	18,066	18,542	19,018	19,494	19,970
Total unconstrained water use, MG	1,800	1,848	1,895	1,942	1,990
Reduction due to Shortage Level 3 measures <sup>c</sup>	66	66	66	66	66
Total projected water use, MG	1,365	1,401	1,437	1,473	1,509

<sup>&</sup>lt;sup>a</sup> Assumes an unconstrained water demand of 273 gpcd, equivalent to the SB X7-7 2020 target demand from **Table 5-1 (DWR Table 5-1)** 

## 4.3 Water Use for Lower Income Households

## Legal Requirements:

#### CWC Section 10631.1:

(a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.

#### California Health and Safety Code Section 50079.5 (a):

"Lower income households" means persons and families whose income does not exceed the qualifying limits for lower income families... In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for lower income households for all geographic areas of the state at 80 percent of area median income, adjusted for family size and revised annually.

Coalinga's share of regional housing needs originates with the California Department of Housing and Community Development (HCD). HCD first estimates a statewide need for housing, which is broken down into regions, each of which then has an assigned share of estimated housing needs. The Fresno County Council of Governments (Fresno COG) is the local agency mandated by California Government Code §65554(a) to distribute the "Fair Share Allocation" of the regional housing need to each jurisdiction in Fresno County. The "Fair Share Allocation" of housing is a specific number of residential units, in different price ranges, assigned to each local jurisdiction, including the City.

<sup>&</sup>lt;sup>b</sup> Projections assume a straight line increase in population from the 2020 and 2025 population data presented in **Table 3-2 (DWR Table 3-1)**.

<sup>&</sup>lt;sup>c</sup> Reduction due to DWR Stage 3 measures assumed to be 66 gpcd.



The Fresno COG's 2016 Multi-Jurisdictional Housing Element estimates that a total of 41,470 housing units will be needed in the County through the end of year 2023. The City of Coalinga's share of those units is 589 or approximately 1.42 percent. The 2016 Multi-Jurisdictional Housing Element also estimates that approximately 45 percent of the total housing needs in the City of Coalinga are for low-income households. The needs allocation is further classified as low income, very low income, and extremely low income. **Table 4-7** uses the housing projection needs to assume the percentage of homes with income levels 80% or less than the median household income. Using these percentages, the amount of water use for each type of low income household is calculated.

Table 4-7 - City of Coalinga Lower Income Household Water Demands

	Year				
Description	2020	2025	2030	2035	2040
Total water use, MG <sup>a</sup>	1,373	1,477	1,670	1,888	2,415
Total population <sup>b</sup>	17,199	19,450	21,995	24,873	28,128
Low-income population <sup>c</sup>	7,722	8,733	9,876	11,168	12,629
Low-income water demand, MG	272	293	332	375	480

<sup>&</sup>lt;sup>a</sup> Total water use is from Table 4-4 (DWR Table 4-2).

As shown in **Table 4-8 (DWR Table 4-5)**, lower income demand projections presented in **Table 4-7** are included in the total water use projections provided in **Table 4-5**.

Table 4-8 – Inclusion in Water Use Projections (DWR Table 4-5)

Submittal Table 4-5 Retail Only: Inclusion in Water Use Projections			
Are Future Water Savings Included in Projections?  (Refer to Appendix K of UWMP Guidebook)  Drop down list (y/n)	Yes		
If "Yes" to above, state the section or page number, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found.			
Are Lower Income Residential Demands Included In Projections?  Drop down list (y/n)	Yes		
NOTES:			

b Total population is from Table 3-2 (DWR Table 3-1).

<sup>&</sup>lt;sup>c</sup> Low Income Population is estimated at 44.9% based on the Fresno COG Allocation.



## 4.4 Climate Change Considerations

#### Legal Requirements:

#### CWC Section 10630:

It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied, while accounting for impacts from climate change.

### *CWC Section 10635(b):*

Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following...

(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

The climatic conditions of the central San Joaquin Valley demand careful water management practices because of the typically low amount of rainfall and short rainy season and high temperatures experienced in summer months. The average annual precipitation for the Coalinga area from 2011-2020 is 4.83 inches. The rainy season typically runs from the beginning of November till the end of April. Drought conditions are not uncommon and can last for multiple years. Summer water consumption varies directly with daily temperature maximums and the Coalinga region experiences temperatures over 100 degrees during the summer months.

Systems that rely heavily on surface water are vulnerable to changes in water supply when a shift in precipitation and runoff amounts reduce the amount of surface water available. The City is subject to significant water supply uncertainties and shortages due to dry hydrologic conditions. The amount of CVP water available each year for the City is based, among other factors, on the storage of winter precipitation and the control of spring runoff in the Sacramento and San Joaquin River basins. The schedule of CVP water conveyed to and diverted from these rivers is determined by state water right permits, judicial decisions, and state and federal obligations to maintain water quality, enhance environmental conditions, and prevent flooding. As a result, the City's surface water allocation may be decreased.

The City, as a water provider that is solely reliant upon the CVP, is subject to significant water supply uncertainties and shortages due to dry hydrologic conditions, compounded by operational and regulatory constraints both directly and indirectly related to the Endangered Species Act. Much of the previously available yield from the CVP is no longer available to contractors due to regulatory actions and court rulings that mandate reoperation and water releases for environmental purposes. This reallocation of water supply over the last couple of decades with no added storage to offset these impacts potentially means the City will experience shortages more frequently and more severely in the future.



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# 5 SB X7-7 Baselines, Targets, and 2020 Compliance

With the adoption of the Water Conservation Act of 2009, also known as the SB X7-7, the State of California was required to reduce urban per capita water use by 20 percent by the year 2020 (i.e., "20 by 2020"). CWC Section 10608.16(a) states: "The state shall achieve a 20-percent reduction in urban per capita water use in California on or before December 31, 2020." To achieve this statewide objective, the California Legislature required each urban retail water supplier (Retail Supplier) subject to the UWMPA to develop an urban water use target to help the state collectively achieve a 20-percent reduction.

This chapter provides a description of the methodology used to calculate the City's compliance with SB X7-7 requirements. The SB X7-7 Verification Form from the 2015 UWMP and the SB X7-7 Compliance Form are included in **Appendix E**.

## 5.1 Baseline and Target Calculations for 2020 UWMPs

## Legal Requirements:

CWC Section 10608.20 (g):

(g) An urban retail water supplier may update its 2020 urban water use target in its 2015 urban water management plan required pursuant to Part 2.6 (commencing with Section 10610).

The City calculated their SB X7-7 baselines and targets in their 2015 UWMP and did not have a situation, such as a change to the service area or customer base, to warrant recalculation of the baselines and targets. **Table 5-1 (DWR Table 5-1)** summarizes the SB X7-7 baseline and confirmed 2020 target from the SB X7-7 Verification Form.

Table 5-1 – Baselines and Targets Summary from SB X7-7 Verification Form (DWR Table 5-1)

Submittal Table 5-1 Baselines and Targets Summary From SB X7-7 Verification Form Retail Supplier or Regional Alliance Only								
Baseline Period	Start Year *	tart Year * End Year * Average Confir GPCD* Targo						
10-15 year	2001	2010	341	273				
5 Year	5 Year 2006		330	2/3				
*All cells in this table should be populated manually from the								

\*All cells in this table should be populated manually from the supplier's SBX7-7 Verification Form and reported in Gallons per Capita per Day (GPCD)

NOTES:



## 5.2 Methods for Calculating Population and Gross Water Use

This section describes the methods used for calculating population and gross water use for determining 2020 compliance with the SB X7-7 target.

## 5.2.1 Service Area Population

#### Legal Requirements:

## CWC Section 10608.20(e):

An urban retail water supplier shall include in its urban water management plan due in 2010...the baseline per capita water use...along with the bases for determining those estimates, including references to supporting data.

(f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.

#### CWC Section 10644:

(a)(2) The plan...shall include any standardized forms, tables or displays specified by the department.

To calculate the compliance year gpcd, the population served in 2020 was estimated using DOF Demographic Research Unit Report E-4 data. U.S. Census 2020 decennial data was not available in time for completion of the 2020 UWMP. The service area boundaries for the City water system correspond by 95 percent or more with the boundaries of the City and, therefore, the DOF data for the City could be used for the service area population according to the 2020 DWR Guidebook. The service area population for 2020 is estimated as 17,199, as shown in **Table 3-2 (DWR Table 3-1)**.

#### 5.3 Gross Water Use

## Legal Requirements:

## CWC Section 10608.12:

- (g) "Gross Water Use" means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:
- (1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier
- (2) The net volume of water that the urban retail water supplier places into long term storage
- (3) The volume of water the urban retail water supplier conveys for use by another urban water supplier
- (4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.

#### California Code of Regulations Title 23 Division 2 Chapter 5.1 Article Section 596 (a):

An urban retail water supplier that has a substantial percentage of industrial water use in its service area is eligible to exclude the process water use of existing industrial water customers from the calculation of its gross water use to avoid a disproportionate burden on another customer sector.



Gross water use is defined as the measurable amount of water that enters the distribution system over a 12-month period, minus allowable exclusions. The gross water use for 2020 was 1,373 MG, as reported in **Table 4-3 (DWR Table 4-1)** and SB X7-7 Table 4 of the SB X7-7 2020 Compliance Form provided in **Appendix E**.

## 5.4 2020 Compliance Daily Per-Capita Water Use (GPCD)

## Legal Requirements:

#### CWC Section 10608.12:

(f) "Compliance daily per-capita water use" means the gross water use during the final year of the reporting period...

#### CWC Section 10608.20:

(e) An urban retail water supplier shall include in its urban water management plan due in 2010 . . . compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.

The City has calculated its actual 2020 water use for the 2020 calendar year in accordance with Methodology 3 of DWR's *Methodologies* document. As shown in **Table 5-2 (DWR Table 5-2)**, per capita water use in 2020 was 214 gpcd, which is below the 2020 target of 273 gpcd.

Table 5-2 – 2020 Compliance (DWR Table 5-2)

Submittal Table 5-2: 2020 Compliance From SB X7-7 2020 Compliance Form Retail Supplier or Regional Alliance Only									
	2020 GPCD		Did Supplier						
Actual 2020 GPCD*	2020 TOTAL Adjustments*	Adjusted 2020 GPCD* (Adjusted if applicable)	2020 Confirmed Target GPCD*	Achieve Targeted Reduction for 2020? Y/N					
214	0	214	273	Yes					
*All cells in	this table should	be populated m	anually from the	supplier's SB					

X7-7 2020 Compliance Form and reported in Gallons per Capita per Day

(GPCD)

As detailed in CWC Section 10608.4, there are allowable adjustments that can be made to an agency's gross water use in 2020 for differences in evapotranspiration and rainfall, substantial changes to commercial or industrial water use, and/or substantial changes to institutional water use. However, because the City's per capita water use is in compliance, the City did not elect to include the allowable adjustments.



# 5.5 Regional Alliance

The City has chosen to comply with the requirements of SB X7-7 on an individual basis and is, therefore, not a participant in a regional alliance for SB X7-7 compliance.





# 6 Water Supply Characterization

## Legal Requirements:

## CWC Section 10631(b):

Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a), providing supporting and related information, including all of the following:

- (1) A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.
- (2) When multiple sources of water supply are identified, a description of the management of each supply in correlation with the other identified supplies.
- (3) For any planned sources of water supply, a description of the measures that are being undertaken to acquire and develop those water supplies.

## CWC 10631 (h):

An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

The UWMPA requires that the UWMP include a description of the agency's existing and future water supply sources for the next 20 years. This chapter will provide the following information:

- Existing and planned sources of water
- Projections of the water supplies over five-year increments through 2040
- Description of anticipated availability under normal, single dry, and five-year droughts
- Description of the management of each supply in correlation
- Description of information pertinent to the reliability of the supplies, including considerations for climate change effects



## 6.1 Narrative Sections for Supplier's UWMP Water Supply Characterization

#### 6.1.1 Purchased or Imported Water

The City receives its potable water supply through a contract with the USBR. Raw water is conveyed to the City's water treatment plant (WTP) from the Coalinga Canal, which originates at the California Aqueduct. The City's agreement with the USBR requires the USBR to furnish the City with up to 10,000 AF of raw water per year through the CVP. The agreement was originally signed in 1968 and was upheld through interim contracts until a new agreement was signed on January 22, 2021.

## 6.1.2 Groundwater

#### Legal Requirements:

## CWC Section 10631(b)(4):

If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information:

- (A) The current version of any groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720), any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management for basins underlying the urban water supplier's service area.
- (B) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For basins that a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For a basin that has not been adjudicated, information as to whether the department has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to coordinate with groundwater sustainability agencies or groundwater management agencies listed in subdivision (c) of Section 10723 to maintain or achieve sustainable groundwater conditions in accordance with a groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720).
- (C) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.
- (D) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

The City's groundwater is of poor quality due to the high concentrations of sodium, sulfates, and total dissolved solids (TDS). This condition occurs at depths between 500 and 1,500 feet; therefore, groundwater is not considered a viable source of potable water within the Coalinga planning area. Even for crop irrigation, groundwater is considered only of "marginal acceptability" because the groundwater tends to increase the concentrations of salts in the soil, further decreasing its agricultural suitability. No groundwater sustainability plan has been adopted by the water supplier.



#### 6.1.3 Surface Water

Due to the poor groundwater quality in the area, all potable water utilized by the City is imported through the federal CVP supervised by the USBR. On October 28, 1968, the City entered a 40-year contract with the USBR for up to 10,000 AF of CVP water on an annual basis. This contract expired on December 31, 2008 and was succeeded by a series of interim renewal contracts pending completion of site-specific environmental analysis for the long-term contract renewal. On January 22, 2021, a long-term contract was signed between the City and the USBR (Contract No. 14-06-200-4173A-IR1-P) that established new rates and extended the City's right to pump up to 10,000 AF of water per year.

Raw water for the City flows from the Sacramento-San Joaquin Delta to the south into either the Delta-Mendota Canal or the CVP California Aqueduct, which discharges in the O'Neil Forebay. From the O'Neil Forebay, water continues to flow south into the California Aqueduct to the point of origination of the Coalinga Canal, approximately 15 miles northeast of the City where Highway 145 crosses over the California Aqueduct. After leaving the California Aqueduct, water is carried in the Coalinga Canal approximately 12 miles south to the City of Coalinga WTP intake. A raw water pump station then lifts the water from the Coalinga Canal to the City's conventional surface WTP.

#### 6.1.4 Stormwater

The City's stormwater collection system consists of several independent networks of storm drain inlets and pipes that either discharge into four permanent storm drain basins or the Warthan or Los Gatos Creeks. The City's storm drainage system operates as a gravity flow system and does not require the use of pump stations or lift stations. The existing storm drain system consists of pipes up to 48-inches in diameter and 12 drainage zones. Several portions of the storm drain system are severely undersized, and the system relies on aboveground surface flow through street curbs and gutters as a means of stormwater conveyance. The City does not have any existing facilities to recover stormwater for beneficial use such as recharge, irrigation, or reuse.



#### 6.1.5 Wastewater and Recycled Water

## Legal Requirements:

#### CWC Section 10633:

The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

- (a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.
- (b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.
- (c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.
- (d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.
- (e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.
- (f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.
- (g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

The UWMPA requires that the UWMP address the opportunities for development of recycled water, including the description of existing recycled water applications, quantities of wastewater currently being treated to recycled water standards, limitations on the use of available recycled water, an estimate of projected recycled water use, the feasibility of said projected uses, and practices to encourage the use of recycled water.

#### 6.1.5.1 Recycled Water Coordination

## Legal Requirements:

## CWC Section 10633:

The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area...



The City owns and operates a citywide wastewater collection and treatment system. The City does not currently recycle effluent discharged from their wastewater treatment facilities; however, the City will coordinate any future recycled water plans with local water, wastewater, groundwater, and planning agencies within and near the City's service area.

## 6.1.5.2 Wastewater Collection, Treatment, and Disposal

## Legal Requirements:

## CWC Section 10633(a):

A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

The City collects and treats wastewater generated from residential and commercial customers; there are currently no significant industrial users that discharge into the sewer collection system. The City's existing sewer collection system is comprised of a network of over 42 miles of sewer pipelines with sizes ranging from six to 24-inches in diameter. The system also includes four sewer lift stations located at various locations within the City and their associated force mains. The sewer lift stations raise wastewater flows to higher elevation to continue gravity flow at reasonable slopes and depths.

As described in the City's General Plan, the backbone of the sewer collection system consists of a series of sewer trunk lines and sewer interceptors. The sewer inceptors typically include larger pipelines, approximately 21-inches or larger, while the sewer trunk lines typically range from 12- to 18-inches. The sewer trunk lines and sewer interceptors function to convey wastewater collected in the sewer system to the City's wastewater treatment plant (WWTP).

The City owns and operates the WWTP under California Regional Water Quality Control Board (RWQCB) Waste Discharge Requirements (WDR) Order No. 94-184. The WWTP treats and disposes municipal wastewater generated by residences and businesses within the City. The WWTP is located at the confluence of Los Gatos Creek and Warthan Creek, approximately one mile east of the City.

The City's WWTP has undergone two major modifications and additions over the last 40 years. According to WDR Order No. 76-180, the WWTP originally consisted of a primary clarifier followed by three oxidation ponds in series. Final disposal consisted of irrigating land controlled by the City and West Hills Community College for agricultural reclamation. At that time, the WWTP's treatment capacity was 0.6 MGD.

In 1980, the City submitted a Report of Waste Discharge for the expansion of the existing treatment capacity from 0.6 MGD to 0.93 MGD. The modifications consisted of influent screening followed by aerated facultative lagoons and stabilization ponds. Final effluent disposal was consistent with previous practices on City-owned land and West Hills Community College grounds. These modifications and additions were implemented in 1982. WDR Order No. 80-064 was adopted on May 26, 1980.

In 1991, the City submitted a Report of Waste Discharge in support of a change in operation and an increase in quantity of discharge. The treatment capacity was increased from 0.93 MGD to the current 1.34 MGD. The City completed the rehabilitation of the primary clarifier and aerobic digester, which were removed from service during the previous plant modification. The existing WWTP includes a bar screen,



a primary clarifier, an aerobic sludge digester, sludge drying beds, two aerated facultative lagoons each with a surface area of three acres, and three stabilization ponds having a total surface area of 11 acres. Undisinfected secondary treated effluent is pumped from one of the stabilization ponds to adjacent land for percolation.

**Tables 6-1 (DWR Table 6-2)** and **6-2 (DWR Table 6-3)** summarize information regarding the wastewater collection, treatment, and discharge within the service area in 2020.

Table 6-1 – Wastewater Collected within Service Area in 2020 (DWR Table 6-2)

Table 6-1 – Wastev	vater Collected v	vithin Service A	Area in 2020 (D	WR Table 6-2	2)				
Submittal Table 6	-2 Retail: Waste	water Collecte	d Within Servi	ce Area in 20	20				
	There is no wastewater collection system. The supplier will not complete the table below.								
100%	Percentage of 2020 service area covered by wastewater collection system (optional)								
100%	Percentage of 2020 service area population covered by wastewater collection system <i>(optional)</i>								
Wast	ewater Collectio	n	Recip	ient of Colle	cted Wastew	ater			
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? Drop Down List	Volume of Wastewater Collected from UWMP Service Area 2020 *	Name of Wastewater Treatment Agency Receiving Collected Wastewater	Treatment Plant Name	Is WWTP Located Within UWMP Area? Drop Down List	Is WWTP Operation Contracted to a Third Party? (optional) Drop Down List			
City of Coalinga	Metered	315	City of Coalinga	City of Coalinga	Yes	No			
Total Wastewa from Service A		315							
* Units of measure 2-3.	e (AF, CCF, MG) i	must remain co	nsistent throug	ghout the UW	/MP as repor	ted in Table			
NOTES:									



ubmittal Table 6-3 Retail: Wastewater Treatment and Discharge Within Service Area in 2020											
No wastewater is treated or disposed of within the UWMP service area. The supplier will not complete the table below.											
					Does This				2020 volumes	;1	
Wastewater Treatment Plant Name	Discharge Location Name or Identifier	Discharge Location Description	Wastewater Discharge ID Number (optional) <sup>2</sup>	Method of Disposal Drop down list	Plant Treat Wastewater Generated Outside the Service Area? Drop down list	Treatment Level Drop down list	Wastewater Treated	Discharged Treated Wastewater	Recycled Within Service Area	Recycled Outside of Service Area	Instream Flow Permit Requirement
City of Coalinga	City of Coalinga	Domestic WWTP	WDR100029906	Percolation ponds	I No	Secondary, Undisinfected	315	253	0	0	N/A
						Total	315	253	0	0	0
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.  If the Wastewater Discharge ID Number is not available to the UWMP preparer, access the SWRCB CIWQS regulated facility website at ttps://ciwqs.waterboards.ca.gov/ciwqs/readOnly/CiwqsReportServlet?inCommand=reset&reportName=RegulatedFacility											

## 6.1.5.3 Recycled Water System Description

## Legal Requirements:

CWC Section 10633 (c):

A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

The City's WWTP does not treat any wastewater to disinfected tertiary water standards to allow it to be used as a component of its water supply. Prior to 2003, the City relied on the nearby West Hills Community College Farm (College) for the disposal of its treated wastewater effluent. The College, either on their own land or on land owned by the City, was responsible for the City's wastewater disposal operations. However, in 2003, the College announced its plans to relocate their facility and develop the land where effluent was being disposed of. Without the College, the City did not have an effluent disposal method and began investigating alternative disposal methods.

While investigating disposal alternatives, the City found a landowner adjacent to the WWTP site who was interested in accepting the City's treated effluent. HCM Farms owned and operated about 448 acres of agricultural land adjacent to the WWTP and used the treated effluent to irrigate nonhuman consumption crops such as cotton, alfalfa, sudan grass, oat hay, and pasture. The City entered into an agreement with HCM Farms until 2010 when it was sold to Mouren Farms. Mouren Farms continued using recycled water from the City's WWTP until March 31, 2014.

Currently, treated effluent is pumped form one of the stabilization ponds to adjacent land, where the effluent percolates into the soil.



## 6.1.5.4 Potential, Current, and Projected Recycled Water Uses

## Legal Requirements:

#### CWC Section 10633:

- (b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.
- (d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.
- (e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

**Table 6-3 (DWR Table 6-4)** indicates that no recycled water was used in 2020 nor is any projected for future use. The City's plan to use recycled water is uncertain and beyond the planning horizon of this document. The City's 2015 UWMP did not contain recycled water projections over the planning horizon, and **Table 6-4 (DWR Table 6-5)** reflects both the current non-use and 2015 projected no-use of recycled water by use type.

# Table 6-3 – Current and Projected Recycled Water Direct Beneficial Uses Within Service Area (DWR Table 6-4)

Submitt	Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area							
V	Recycled water is not used and is not planned for use within the service area of the supplier. The supplier will not complete the table below.							
<sup>1</sup> Units of	<sup>1</sup> Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.							
NOTES:								

## Table 6-4 – 2015 UWMP Recycled Water Use Projection Compared to 2020 Actual (DWR Table 6-5)

Submittal Table 6-5 Retail: 2015 UWMP Recycled Water Use Projection Compared to 2020 Actual							
Y	Recycled water was not used in 2015 nor projected for use in 2020. The supplier will not complete the table below. If recycled water was not used in 2020, and was not predicted to be in 2015, then check the box and do not complete the table.						
<sup>1</sup> Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.							
NOTE:							



## 6.1.5.5 Actions to Encourage and Optimize Future Recycled Water Use

## Legal Requirements:

#### CWC Section 10633:

The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier... and shall include the following:
(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

Water recycling options have been determined by the City to be infeasible or too expensive. Therefore, the City does not have plans to add recycled water to its system. Since recycled water options have been determined to be infeasible, **Table 6-5 (DWR Table 6-6)** shows no methods to expand the City's recycled water use.

Table 6-5 – Methods to Expand Future Recycled Water Use (DWR Table 6-6)

	and the inclined to Expand 1 date incorporate trade to the Table 5 of								
Submittal Table 6-6 Retail: Methods to Expand Future Recycled Water Use									
V	Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.								
	Provide page location of narrative in UWMP								
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use *						
Add additional rows as ne	eeded								
		Total	0						
*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.									
NOTES:									

## 6.1.6 Desalinated Water Opportunities

## Legal Requirements:

#### *CWC Section 10631(q):*

Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.

Because the City is not located in a coastal area, seawater desalination is not applicable to the City and is not currently considered technically or economically feasible. In addition, the groundwater that underlies the City is not brackish in nature and does not require desalination. As such, the City does not have any plans to incorporate desalinated or treated brackish water into its supply portfolio.



#### 6.1.7 Water Exchanges and Transfers

## Legal Requirements:

*CWC Section 10631(c):* 

Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

The UWMPA requires that the UWMP address the opportunities for transfers or exchanges.

#### 6.1.7.1 Exchanges

Currently there is no alternative potable water supply sources in the area that would lend itself to exchange opportunities.

#### 6.1.7.2 Transfers

The City has explored dry year water transfers with other agencies locally and statewide. It is estimated that up to 3,000 acre-feet of additional water from other customers within the San Luis Unit could be purchased by the City as emergency water supply in critically dry years. In critically dry years, the most likely source of additional water would be from agricultural customers that would sell their water allocation to the City and fallow their lands to make their allocated water available for transfer. However, this could potentially have a negative economic impact on the individual growers and the region.

## 6.1.8 Future Water Projects

## Legal Requirements:

#### *CWC Section 10631 (f):*

Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use, as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single dry water years and for a period of drought lasting five consecutive water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.

As shown in **Table 6-6 (DWR Table 6-7)** below, the City does not have any planned water supply projects or programs that will provide a quantifiable increase to the City's supply. As previously stated, the City relies solely on surface water for its water supply. The City has evaluated the feasibility of groundwater use; however, due to the high concentrations of sodium, sulfates, and TDS, the groundwater in the Coalinga area is not considered a viable source of potable water. Therefore, the City intends to meet its projected water demands through the continued use of surface water exclusively.



Table 6-6 – Expected Future Water Supply Projects or Program (DWR Table 6-7)

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs									
No expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Supplier will not complete the table below.									
	Some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.								
Provide page loca	Provide page location of narrative in the UWMP								
Joint Project with other suppliers?		Description (if needed)	Planned Implementation Year	Planned for Use in Year Type	Expected Increase in Water Supply to Supplier*				
Drop Down List (y/n)	If Yes, Supplier Name			.,	This may be a range				
eded									
*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.									
•			•						
	No expected futu water supply. Sup Some or all of the are described in a Provide page local Joint Project with Drop Down List (y/n) ded	No expected future water supply proportion water supply. Supplier will not come to some or all of the supplier's future are described in a narrative format.  Provide page location of narrative in Joint Project with other suppliers?  Drop Down List (y/n) If Yes, Supplier Name and ded	No expected future water supply projects or program water supply. Supplier will not complete the table be Some or all of the supplier's future water supply projected described in a narrative format.  Provide page location of narrative in the UWMP  Joint Project with other suppliers?  Description (if needed)  Drop Down List (y/n) If Yes, Supplier Name ded	No expected future water supply projects or programs that provide a quawater supply. Supplier will not complete the table below.  Some or all of the supplier's future water supply projects or programs are are described in a narrative format.  Provide page location of narrative in the UWMP  Joint Project with other suppliers?  Description (if needed)  Prop Down List (y/n)  If Yes, Supplier Name  ded	No expected future water supply projects or programs that provide a quantifiable increase water supply. Supplier will not complete the table below.  Some or all of the supplier's future water supply projects or programs are not compatible ware described in a narrative format.  Provide page location of narrative in the UWMP  Joint Project with other suppliers?  Description (if needed)  Drop Down List (y/n)  Drop Down List (y/n)  Drop Down List (y/n)  Drop Down List (y/n)				

## 6.1.9 Summary of Existing and Planned Sources of Water

## Legal Requirements:

## CWC Section 10631:

(b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a), providing supporting and related information, including all of the following...

(b)(2) When multiple sources of water supply are identified, a description of the management of each supply in correlation with the other identified supplies.

(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

This section describes the types of water that is supplied to the City and the quantity supplied by each water source.

#### 6.1.9.1 Description of Supplies

Currently, the City exclusively uses surface water purchased through the USBR. There are currently no plans for additional water supplies.



## 6.1.9.2 Quantification of Supplies

The actual (2020) water supplies for the City are summarized in **Table 6-7 (DWR Table 6-8)**. The projected water supplies for the City are summarized in **Table 6-8 (DWR Table 6-9)**.

Table 6-7 – Water Supplies – Actual (DWR Table 6-8)

Submittal Table 6-8 Retail: Water Supplies — Actual								
Water Supply			2020					
Drop down list  May use each category multiple times.  These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Detail on Water Supply	Actual Volume*	Water Quality Drop Down List	Total Right or Safe Yield* (optional)				
Surface water (not desalinated)	Purchased from USBR	1,373						
	Total	1,373		0				
*! Inite of managed (AF CCF ACC) must remain appointment throughout the UNAVAD as remarked in Table 2.2								

\*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.

NOTES: From 2020 EAR

Table 6-8 – Water Supplies – Projected (DWR Table 6-9)

Water Supply		Projected Water Supply * Report To the Extent Practicable									
Drop down list May use each category multiple	Additional Detail on	20	)25	2030		2035		2040		<b>2045</b> (opt)	
supply category in the only water supply categories that will be recognized by the WUEdata online submittal tool		Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right of Safe Yield (optional)
Add additional rows as needed											
Surface water (not desalinated)	Purchased from USBR	3,259		3,259		3,259		3,259			
	Total	3,259	0	3,259	0	3,259	0	3,259	0	0	0

NOTES: Reasonably available volume is the water supplied to the City by USBR. Per the City's water contract, USBR is required to furnish the City with up to 10,000 acre-feet of water per yea (approximately 3,259 MGY).

## 6.1.10 Special Conditions

Numerous special conditions may affect water supplies. The potential impacts of climate change on the City water supplies were discussed in Section 4.4. During drought conditions, the USBR may notify the City to decrease water usage to public health and safety needs only.



## 6.2 Energy Use

## Legal Requirements:

## CWC Section 10631.2. (a):

In addition to the requirements of Section 10631, an urban water management plan shall include any of the following information that the urban water supplier can readily obtain:

- (1) An estimate of the amount of energy used to extract or divert water supplies.
- (2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.
- (3) An estimate of the amount of energy used to treat water supplies.
- (4) An estimate of the amount of energy used to distribute water supplies through its distribution systems.
- (5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.
- (6) An estimate of the amount of energy used to place water into or withdraw from storage.
- (7) Any other energy-related information the urban water supplier deems appropriate.

The City uses energy to pump and treat surface water through the City's WTP and from the WTP into the distribution system. Energy intensity was calculated using the tables provided by DWR. DWR Table O-1B was selected for reporting the water delivery product energy usage. The energy use tables for retail water delivery and wastewater are provided in **Appendix F**.



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# 7 Water Service Reliability and Drought Risk Assessment

The UWMPA requires that the UWMP address the reliability of the City's long-term water supplies. This includes a description of supply constraints which may impact the supply. Also included is a comparison between the City's supply and demand for a normal year, single-dry year, and five-consecutive year drought.

## 7.1 Water Service Reliability Assessment

## Legal Requirements:

## CWC Section 10635(a):

Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

Expected water service reliability pursuant to Section 10631 of the Water Code is assessed in the following sections.

## 7.1.1 Service Reliability – Constraints on Water Sources

## Legal Requirements:

#### CWC Section 10631 (b)(1):

A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.

Given there are a variety of circumstances that can render a source inconsistent, determining the supply reliability for the City is difficult because of the complex factors that accompany a water source. These factors include legal issues, environmental constraints, water quality, and climatic variations.

#### 7.1.1.1 Legal

Legal factors, including surface water contracts, can affect the reliability of a water distribution system or water supply. Since 1968, the City has maintained a water service contract with the USBR, under which the USBR has agreed to supply the City with up to 10,000 AF per year. When the original contract expired in 2008, the City maintained a series of interim renewal contracts pending the completion of site-specific environmental analysis for a long-term contract renewal, which was issued January 22, 2021.



The City's water contract with the USBR to take water from the Sacramento and San Joaquin River basins is the City's main source of water. As stated above, the City's current contract allows the City to divert 10,000 acre-feet of CVP water per year for municipal and industrial (M&I) purposes; however, this supply is subject to shortages due to climate and environmental regulations. In normal years, there are no specific rules on how much of the CVP water must be allocated, but, during dry periods allocations of water supplies for M&I purposes are subject to rules in the USBR's M&I Shortage Policy. The USBR's M&I Shortage Policy was developed to:

- Define water shortage terms and conditions applicable to all CVP M&I contractors, as appropriate.
- Establish CVP water supply levels that would sustain urban areas during droughts, and during severe or continuing droughts would assist the M&I contractors in their efforts to protect public health and safety.
- Provide information to M&I contractors for development of drought contingency plans.

M&I water supply shortage is the difference between total M&I demands and the sum of the reduced CVP allocation and additional secure sources of supply for M&I purposes. In a severe water supply shortage (including a "Water Shortage Emergency" declared by the governor of the State of California), the USBR could reduce CVP water deliveries to the City to a public health and safety water supply level, provided CVP water is available. In such an event, the City will have to implement water conservation measures to satisfy human consumption, sanitation, and fire protection requirements.

#### 7.1.1.2 Environmental

The status of environmental regulation in California is routinely changing due to new legislation, endangered species statuses, and other factors. Should new environmental legislation come into existence, it could potentially impact the City's available supply. The recent water supply reductions in the Delta are an example of environmental water needs versus community water supplies. The City does not anticipate environmental factors influencing surface water reliability.

## 7.1.1.3 Water Quality

The City's Consumer Confidence Reports (CCRs) for 2016 – 2020 (provided in **Appendix G**) summarize the City's water quality. The City's sole water source includes raw surface water obtained from the Sacramento-San Joaquin Delta (Delta). The water quality of the Delta is vulnerable to activities that occur near the source such as metal plating/finishing/fabricating, wood/pulp/paper processing and mills, and drinking water plants. Such activities can produce contaminants that may be detected in the water supply. In addition, the water quality of the Delta is also vulnerable to activities that are not associated with any detected contaminants such as concentrated aquatic animal production facilities, historic waste dumps/landfills, landfills/dumps, historic mining operations, and wastewater treatment plants and disposal facilities.

Potential water quality issues associated with the Delta could have an impact on water supply reliability in the near and long term. Further restrictions on pumping from the Delta could be imposed on the CVP due to water quality issues or new standards. In this event, the City's surface water allocation may be decreased; however, it is unknown how these possible future reductions in pumping will impact the City's surface water allocation.



Another source of water quality issues is potential contamination of water in the California Aqueduct or Coalinga Canal due to an intentional or unintentional spill of a contaminant. In this event, the emergency water reduction actions that are outlined in the City's Emergency Response Plan will be implemented.

#### 7.1.1.4 Climatic Factors

Climate change adds uncertainties to water supply planning. Changes to temperatures and precipitation patterns may impact water demands and supply availability. As discussed in Section 4.4, resource management strategies are being implemented to mitigate the effects of the potential impacts due to climate change.

## 7.1.2 Service Reliability – Year Type Characterization

This section addresses the reliability of the City's water supply in average, single dry, and multiple dry water years. The City uses the following water year definitions from the DWR 2020 Guidebook:

- Normal Year: a year, or an averaged range of years, that most closely represents the average
  water supply available to the agency. For the purposes of this UWMP, the terms "normal" and
  "average" are used interchangeably.
- **Single Dry Year:** the year that represents the lowest water supply available to the agency.
- **Five-Consecutive-Year Drought:** the driest five-year historical sequence for the supplier (Water Code Section 10612).

The City relies on surface water as its sole source for supply, which is susceptible to annual runoff fluctuations. The single dry year and five-consecutive-year drought supplies are representative of annual groundwater pumping during the recent 2012-2016 drought. Rainfall data indicates that 2012 was the driest year for the City and is considered representative of the single dry year condition. The average year supply was estimated based on rainfall records from 2011 to 2020. From this data, 2017 was determined to be a normal year.

**Table 7-1 (DWR Table 7-1)** summarizes the base years for the average, single dry, and five-consecutive-dry year periods. In addition, the available supply volume, and percent relative to the ten-year average (average year) is listed. Historically, the City's water service contract with the USBR requires the diversion of 10,000 acre-feet of CVP water per year for M&I purposes. As shown in **Table 7-1 (DWR Table 7-1)** below, during normal water years, it has been assumed that the City will receive 100 percent of their CVP allocation from the USBR, which is approximately 3,259 MG per year. In the event of a single or multipledry year period, the City's water allocation is adjusted based on historical water allocations corresponding to the base year listed in the table. The water allocations are calculated using M&I water use for the previous three years. **Table 7-2** shows the percentage M&I historic use allocated to the City in 2013-2016.



Table 7-1 – Basis of Water Year Data (DWR Table 7-1)

Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)								
	Base Year	Available Supplies if Year Type Repeats						
Year Type	If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2019-2020, use 2020		Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP.  Location					
			Quantification of available supplies provided in this table as either volume only, percent only, or both					
		Volume Available *		% of Average Supply				
Average Year	2017	32	259	100%				
Single-Dry Year	2012	14	186	46%				
Consecutive Dry Years 1st Year	2012	14	186	46%				
Consecutive Dry Years 2nd Year	2013	14	186	46%				
Consecutive Dry Years 3rd Year	2014	13	336	41%				
Consecutive Dry Years 4th Year	2015	14	101	43%				
Consecutive Dry Years 5th Year	2016	12	215	37%				

Supplier may use multiple versions of Table 7-1 if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Table 7-1, in the "Note" section of each table, state that multiple versions of Table 7-1 are being used and identify the particular water source that is being reported in each table.

\*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.

NOTES: For 2013-2017, volume available is based on USBR allocations to the City for each year. The allocations were calculated as a percentage of the historic municipal and industrial use. 2012 is estimated as equal to the 2013 allocation due to unavailability of 2012 USBR allocation letter.

Table 7-2 – Historic M&I Use Allocated to City in 2013-2016

2013	2014	2015	2016
70%	63%	66%	55%

7-4



## 7.1.3 Service Reliability – Supply and Demand Comparison

## Legal Requirements:

## CWC Section 10635(a):

Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

## 7.1.3.1 Water Service Reliability – Normal Year

The availability of the City's water supplies in normal years are described in Chapter 6 and summarized in Table 7-2 (DWR Table 7-2). As shown in Table 7-2 (DWR Table 7-2), the City's normal year supplies are adequate to meet projected normal year demands. The information in the table is taken from information presented previously in Tables 4-5 and 6-8 (DWR Tables 4-3 and 6-9).

Table 7-3 – Normal Year Supply and Demand Comparison (DWR Table 7-2)

Submittal Table 7-2 Retail: Normal Year Supply and Demand Comparison						
	2025	2030	2035	2040	2045 (Opt)	
Supply totals (autofill from Table 6-9)	3,259	3,259	3,259	3,259	0	
Demand totals (autofill from Table 4-3)	1,509	1,713	1,945	2,208	0	
Difference	1,750	1,546	1,314	1,051	0	
NOTES:						

## 7.1.3.2 Water Service Reliability – Single Dry Year

**Table 7-3 (DWR Table 7-3)** illustrates how the City will deal with the possibility of a reduced water supply in the event of a single-dry year period. During a single-dry year, it has been assumed that the City's CVP water allocation will be reduced to 70 percent of the City's M&I use. The projections indicate that the City has adequate water supply for a single-dry year.



Table 7-4 – Single Dry Year Supply and Demand Comparison (DWR Table 7-3)

Submittal Table 7-3 Retail: Single Dry Year Supply and Demand Comparison							
	2025	2030	2035	2040	2045 (Opt)		
Supply totals*	1,779	2,020	2,293	2,603			
Demand totals*	1,509	1,713	1,945	2,208			
Difference	270	307	348	395	0		

\*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.

NOTES: Supply total is based on 2013 USBR allocation adjusted for expected increase in M&I use.

## 7.1.3.3 Water Service Reliability – Five-Consecutive-Year Drought

Per CWC Section 10612, the five-consecutive-year drought is the driest five-year historical sequence for the supplier. The City's water supply and demand for the five-consecutive-year drought are assumed to follow the pattern presented in **Table 7-1 (DWR Table 7-1).** During a five-consecutive-year drought, it has been assumed that the City's CVP water allocation will be reduced to 70 percent of the City's M&I use during the first two years, 63 percent during the third year, 66 percent during the fourth year, and 55 percent during the fifth year. The projected supply for 2025-2050 is adjusted based on the expected change in M&I use due to population increases. Projected supplies were compared to the projected demands and are presented in **Table 7-4 (DWR Table 7-4)**. The projections indicate that the City will need to implement shortage reduction actions to ensure adequate supply by the fifth dry year.



Table 7-5 – Multiple Dry-Year Supply and Demand Comparison (DWR Table 7-4)

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Demand Comparison						
		2025*	2030*	2035*	2040*	2045* (Opt)
First year	Supply totals	1,779	2,020	2,293	2,603	
	Demand totals	1,509	1,713	1,945	2,208	
	Difference	270	307	348	395	0
	Supply totals	1,779	2,020	2,293	2,603	
Second year	Demand totals	1,509	1,713	1,945	2,208	
	Difference	270	307	348	395	0
	Supply totals	1,634	1,855	2,106	2,390	
Third year	Demand totals	1,509	1,713	1,945	2,208	
	Difference	125	142	161	183	0
	Supply totals	1,700	1,930	2,191	2,488	
Fourth year	Demand totals	1,509	1,713	1,945	2,208	
	Difference	192	217	247	280	0
	Supply totals	1,467	1,665	1,891	2,146	
Fifth year	Demand totals	1,509	1,713	1,945	2,208	
	Difference	(42)	(48)	(54)	(61)	0
Sixth year (optional)	Supply totals					
	Demand totals					
	Difference	0	0	0	0	0

\*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.

NOTES: Supply total is based on 2013-2016 USBR allocation adjusted for increase in population.



## 7.1.4 Description of Management Tools and Options

## Legal Requirements:

## CWC Section 10620(f):

An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

The City is implementing water management tools and options that will maximize local resources and minimize the need to import water from other regions. Water use is primarily controlled using demand management measures (DMMs) and implementation of the WSCP. These tools and options are described in other sections of the UWMP.

## 7.2 Drought Risk Assessment

## Legal Requirements:

## CWC Section 10635(b):

Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following:

- (1) A description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive water years, starting from the year following when the assessment is conducted.
- (2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.
- (3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.
- (4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

This section provides a DRA based on plausible changes in climate, regulations, and other locally applicable criteria. A description of the data and methods used, basis for the supply shortage conditions, determination of the reliability of each source, and comparison of total water supplies and uses during a drought is provided below.

#### 7.2.1 DRA Data, Methods, and Basis for Water Shortage Conditions

The data used for the DRA is the multiple-dry year supply assumptions presented in **Table 7-4 (DWR Table 7-4)** and water demand projections assuming a per capita water use of 273 gpcd with a 66 gpcd reduction due to the assumed implementation of Shortage Level 1 - 3 actions (corresponding to City conservation Stage 1 prohibition and restrictions).



## 7.2.2 DRA Water Source Reliability

Refer to Section 7.1.1 for more information on the reliability of the City's water source. During dry periods allocations of water supplies for M&I purposes are subject to rules in the USBR's M&I Shortage Policy. In a severe water supply shortage (including a "Water Shortage Emergency" declared by the governor of the State of California), the USBR could reduce CVP water deliveries to the City to a public health and safety water supply level. In such an event, the City will have to implement water conservation measures to satisfy human consumption, sanitation, and fire protection requirements.

## 7.2.3 DRA Total Water Supply and Use Comparison

The total water supply and use comparison was performed and is shown in **Table 7-5 (DWR Table 7-5).** The comparison indicates that the City has sufficient water supply to meet projected demands during a five-year drought if shortage response actions are implemented. The WSCP discusses measures for reducing water demands in case of water shortage conditions.





# Table 7-6 – Five-Year Drought Risk Assessment Tables (DWR Table 7-5)

Submittal Table 7-5: Five-Year Drought Risk Assessment Tables to address Water Code Section 10635(b)

2021	Total
Total Water Use	1,365
Total Supplies	1,609
Surplus/Shortfall w/o WSCP Action	244
Planned WSCP Actions (use reduction and supply augmentati	on)
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	244
Resulting % Use Reduction from WSCP action	0%

Total
1,401
1,652
n 251
tion)
t
t
) 251
n 0%

2023	Total	
Total Water Use	1,437	
Total Supplies	1,556	
Surplus/Shortfall w/o WSCP Action	119	
Planned WSCP Actions (use reduction and supply augmentati	on)	
WSCP - supply augmentation benefit		
WSCP - use reduction savings benefit		
Revised Surplus/(shortfall)	119	
Resulting % Use Reduction from WSCP action	0%	

2024	Total	
Total Water Use	1,473	
Total Supplies	1,660	
Surplus/Shortfall w/o WSCP Action	187	
Planned WSCP Actions (use reduction and supply augmentati	on)	
WSCP - supply augmentation benefit		
WSCP - use reduction savings benefit		
Revised Surplus/(shortfall)	187	
Resulting % Use Reduction from WSCP action	0%	

2025	Total	
Total Water Use	1,509	
Total Supplies	1,467	
Surplus/Shortfall w/o WSCP Action	(42)	
Planned WSCP Actions (use reduction and supply augmentati	on)	
WSCP - supply augmentation benefit		
WSCP - use reduction savings benefit	75	
Revised Surplus/(shortfall)	33	
Resulting % Use Reduction from WSCP action	5%	



# 8 Water Shortage Contingency Plan

In response to the severe drought of 2012-2016, legislation was adopted in 2018 mandating that the UWMP include a WSCP that provides a detailed proposal for assessing water supply availability and response actions to water shortage conditions. The WSCP is to be a stand-alone document which will allow for amending the plan without amending the 2020 UWMP. The City WSCP is provided in **Appendix H**. Refer to the WSCP for the following DWR Tables:

- DWR Tables 8-1: WSCP Levels
- DWR Tables 8-2: Demand Reduction Actions
- DWR Tables 8-3: Supply Augmentation and Other Actions





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## 9 Demand Management Measures

This section provides a comprehensive description of the water conservation programs that the City has implemented, is currently implementing, and plans to implement to meet its urban water use reduction targets.

## 9.1 Existing Demand Management Measures for Retail Suppliers

## Legal Requirements:

#### CWC Section 10631:

(e)Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1)(A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measure that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

(B)The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

(i)Water waste prevention ordinances.

(ii)Metering.

(iii)Conservation pricing.

(iv)Public education and outreach.

(v)Programs to assess and manage distribution system real loss.

(vi)Water conservation program coordination and staffing support.

(vii)Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.

Demand management measures (DMMs) are specific actions a water supplier takes to support its water conservation efforts. The goal of this DMM Chapter is to provide a comprehensive description of the water conservation programs that the City has implemented, is currently implementing, and plans to implement in order to meet its urban water use reduction targets.

The City realizes the importance of DMMs to ensure a reliable future water supply. The City is committed to implementing water conservation programs to maximize sustainability in meeting future water needs for its customers. A description of the City's DMMs follows.

#### 9.1.1 Water Waste Prohibition Ordinances

This DMM consists of adopting and enforcing a water waste ordinance that explicitly states that the waste of water is to be prohibited. The ordinance must prohibit specific actions that waste water, such as excessive runoff from landscape irrigation, or use of a hose outdoors without a shut off nozzle. The City adopted a Water Conservation Ordinance in 2009, which amended Title 6 of the Coalinga Municipal Code by adding Chapter 4C, Water Conservation. Section 6-4C.06 through Section 6-4C.09 describe the City's



water conservation stages and enforcement penalties. The City is currently in DWR Stage 4, high conservation alert, of water conservation.

Water waste within the City is prevented by prohibiting the hosing of sidewalks, walkways, driveways, parking areas, patios, porches or verandas. In addition, water waste is prevented by prohibiting runoff into the street gutters, establishing a 72-hour time frame limit to fix leaks or breaks, requiring the use of outdoor hoses with a shut-off nozzle, and prohibiting watering during the heat of the day. The increased vigilance and enforcement by the City have been reflected in the per capita water use, which has declined approximately 22 percent from 273 GPCD in 2010 to 214 GPCD in 2020.

A copy of the Coalinga Municipal Code related to water conservation is provided in Appendix I.

#### 9.1.2 Metering

## Legal Requirements:

## CWC Section 526:

- (a) Notwithstanding any other provisions of law, an urban water supplier that, on or after January 1, 2004, receives water from the federal Central Valley Project under a water service contract or subcontract... shall do both of the following:
- (1) On or before January 1, 2013, install water meters on all service connections to residential and nonagricultural commercial buildings... located within its service area.

Water Code section 527

- (a) An urban water supplier that is not subject to Section 526 shall do both the following:
- (1) Install water meters on all municipal and industrial service connections located within its service area on or before January 1, 2025.

In 1989, all customer classes within the City, excluding single-family residential, were metered. In the early 1990s, the City passed an ordinance requiring any single-family residential homeowner selling their home to install a water meter as a condition of the sale. By 1995, the number of single-family residential homes that remained without meters had been reduced to a point that the City opted to install meters on all remaining un-metered services. By the late 1990s, all the City water services were metered.

## 9.1.3 Conservation Pricing

On November 1, 2020, Resolution No. 3989 was approved by the City which implemented a multi-year water rate increase (**Appendix J**). Each customer pays a base rate according to meter size, plus a charge per one thousand gallons used. **Table 9-1** summarizes the latest rate structure for the City.



Table 9-1 - Water Rate Schedule

	Effective in	Effective in	Effective in	Effective in	Effective in	Effective in
Meter Size	July 2015	Nov 2020	Nov 2021	Nov 2022	Nov 2023	Nov 2024
Urban Residential/Commercial Customers						
1"	\$23.81	\$27.62	\$29.83	\$32.22	\$33.19	34.19
1 ½"	\$95.20	\$110.43	\$119.26	\$128.80	\$132.66	\$136.64
2"	\$360.41	\$418.08	\$451.53	\$487.65	\$502.28	\$517.35
3"	\$809.27	\$938.75	\$1,013.85	\$1,094.96	\$1,127.81	\$1,161.64
4"	\$1,438.98	\$1,669.22	\$1,802.76	\$1,946.98	\$2,005.39	\$2,065.55
6"	\$3,239.70	\$3,758.05	\$4,058.69	\$4,383.39	\$4,514.89	\$4,650.34
8"	\$5,759.92	\$6,681.51	\$7,216.03	\$7,793.31	\$8,027.11	\$8,267.92
10"	\$6,398.89	\$7,422.71	\$8,016.53	\$8,657.85	\$8,917.59	\$9,185.12
Volumetric Charge (Residential)	\$2.02 / TG	\$2.28 / TG	\$2.46 / TG	\$2.66 / TG	\$2.74 / TG	\$2.82 / TG
Volumetric Charge (Commercial)	\$1.91 / TG	\$2.28 / TG	\$2.47 / TG	\$2.67 / TG	\$2.75 / TG	\$2.83 / TG
		Ru	ral Customers			
1"	\$32.92	\$39.50	\$42.66	\$46.07	\$47.45	\$48.87
1 ½"	\$131.77	\$158.12	\$170.77	\$184.43	\$189.96	\$195.66
2"	\$592.86	\$711.43	\$768.34	\$829.81	\$854.70	\$880.34
3"	\$1,333.57	\$1,600.28	\$1,728.30	\$1,866.56	\$1,922.56	\$1,980.24
4"	\$2,370.02	\$2,844.02	\$3,071.54	\$3,317.54	\$3,416.78	\$3,519.28
6"	\$5,335.79	\$6,402.95	\$6,915.19	\$7,468.41	\$7,692.46	\$7,923.23
8"	\$9,485.85	\$11,383.02	\$12,293.66	\$13,277.15	\$13,675.46	\$14,085.72
10"	\$10,539.67	\$12,647.60	\$13,659.41	\$14,752.16	15,194.72	\$15,650.56
Volumetric Charge	\$1.86 / TG	\$2.23 / TG	\$2.41 / TG	\$2.60 / TG	\$2.68 / TG	\$2.76 / TG
California Department of Corrections						
PVSP	\$11,156.00	\$12,940.96	\$13,976.24	\$15,094.34	\$15,547.17	\$16,013.59
CSH	\$3,152.78	\$3,657.22	\$3,949.80	\$4,265.78	\$4,393.75	\$4,525.56
Volumetric Charge	\$2.32 / TG	\$2.69 / TG	\$2.91 / TG	\$3.14 / TG	\$3.23 / TG	\$3.33 / TG

PVSP = Pleasant Valley State Prison

CSH = Coalinga State Hospital

TG = thousand gallons

During periods of drought, the City reserves the right to increase rates to encourage water conservation. On July 1, 2021, in response to the proclamation of a state emergency by the governor, the City passed Resolution No. 4037 which officially set in place high conservation alert and drought charges (**Appendix K**).



#### 9.1.4 Public Education and Outreach

The City distributes public water system information via U.S. mail to all water service customers, as well as having information available on the City's internet website and at City Hall. Also, when warranted, time-critical public information is dispersed through the local print media, radio station announcements, and public events.

Water use regulations and the annual CCR are mailed each year to all customers. The City takes advantage of these mailings when necessary to provide its customers additional information on water conservation and other demand management measures. The outdoor watering schedule is available on the City's website in English and Spanish. The City's website includes a page that discusses water conservation and has information about ongoing rebates and assistance programs. The City is committed to its public information program as an ongoing effort.

The City monthly water bill distributed to all water service customers is another vehicle used by the City for public education purposes. The bill mailing also contains public service announcements that are used to remind citizens of conservation and demand management measures.

## 9.1.5 Programs to Assess and Manage Distribution System Real Loss

The City conducts a water audit using software provided by American Water Works Association (AWWA) annually. **Appendix D** contains a copy of water audits for 2015-2019. The results from the water audits were previously discussed in Chapter 4. Water audits are performed on an annual basis to identify leakage trends and to determine if/when corrective action to address leakage may be warranted.

The City Public Works Department utilizes specialized equipment for leak detection on an as-needed basis. The City does not track the number of miles of pipeline surveyed or the number of repairs completed each year but will do so in the future.

## 9.1.6 Water Conservation Program Coordination and Staffing Support

Currently, the role of a water conservation coordinator for the City is shared among various City staff. As increased implementation of DMMs are brought into action, the City will create a part-time Water Conservation Coordinator position or assign specifically defined responsibilities to an existing position. These would likely include implementation, tracking, and coordination of water conservation programs, coordination with other agencies, and reporting to senior City staff.

#### 9.1.7 Other Demand Management Measures

The City supports additional programs that provide rebates and promote water conservation. These programs are further discussed in the subsequent sections.



## 9.1.7.1 Residential Plumbing Retrofit

The residential plumbing retrofit program benefits existing customers by reducing their water consumption while minimizing the impact of their lifestyle. State legislation requires the installation of efficient plumbing in new construction, and effective 1994 requires that only ultra-low flush (ULF) toilets be sold in California.

Several studies suggest that savings resulting from miscellaneous interior retrofit fixtures can range between 25 and 65 gallons per day per housing unit. The studies also suggest that installation of retrofit fixtures in older single-family homes tend to produce more savings, while newer multi-family homes tend to produce less savings per housing unit. Currently, the City requires ULF toilets in all new construction, but does not have a program to retroactively replace plumbing fixtures and appliances for residential customers. If available, the City will seek funding in the future to offer customers new water saving devices such as faucet aerators, water-saving shower heads and toilet tanks.

## 9.1.7.2 Washing Machine Rebate

Washing machine rebate programs generally provide a financial incentive (rebate offer) to qualifying customers who install high efficiency washing machines in their home. Other regional municipalities that performed an economic analysis on this program concluded that it would have a low benefit-to-cost ratio. This program is not currently implemented in the City. However, the City will seek grant funding when available to offer rebate program to customers.

# 9.2 Reporting Implementation

## 9.2.1 Implementation over the Past Five Years

#### Legal Requirements:

## CWC Section 10631:

(e) Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1)(A) ...a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years.

All DMMs discussed in Section 9.1 were implemented and will continue to be implemented by the City.



# 9.2.2 Implementation to Achieve Water Use Targets

# Legal Requirements:

# CWC Section 10631:

(f)(1)(A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measure that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

The City implemented the DMMs discussed in Section 9.1 and was able to achieve the SB X7-7 2020 target as shown in **Table 5-2 (DWR Table 5-2)**.





# 10 Plan Adoption, Submittal, and Implementation

This chapter provides information regarding the addressing of the CWC requirements for public hearing, the UWMP adoption process, submitting and adopting the UWMP and making the document available to the public, plan implementation, and the process for amending an adopted UWMP.

### 10.1 Inclusion of All 2020 Data

As indicated in Chapter 2, the City uses a calendar year for water supply and demand accounting. This 2020 UWMP includes data through December 2020.

# 10.2 Notice of Public Hearing

#### 10.2.1 Notice to Cities and Counties

#### Legal Requirements:

### CWC Section 10621:

(b) Every urban water supplier required to prepare a plan shall...at least 60 days prior to the public hearing on the plan...notify any city or county within which the supplier provides waters supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. Water Code Section 10642

...The urban water supplier shall provide notice of the time and place of hearing to any city or county within which the supplier provides water supplies. A privately owned water supplier shall provide an equivalent notice within its service area...

The City has provided formal written notification to Fresno County and other appropriate agencies that the City's UWMP was being updated for 2020. As shown in **Table 10-1 (DWR Table 10-1)**, this notification was provided at least 60 days prior to the public hearing of the plan. Copies of the Final UWMP will be provided to Fresno County no later than 30 days after its submission to DWR. Copies of notification letters are included in **Appendix C**.



Table 10-1 – Notification to Cities and Counties (DWR Table 10-1)

Submittal Table 10-1 Retail: Notification to Cities and Counties				
City Name	60 Day Notice	Notice of Public Hearing		
Add	d additional rows as ne	eded		
Coalinga	Yes			
County Name Drop Down List	60 Day Notice	Notice of Public Hearing		
Add additional rows as needed				
Fresno County	Yes			
NOTES:				

#### 10.2.2 Notice to the Public

### Legal Requirements:

### CWC Section 10642:

...Prior to adopting either [the plan or water shortage contingency plan], the urban water supplier shall make both of the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon. Prior to any of these hearings, notice of the time and place of the hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code [see below]. The urban water supplier shall provide notice of the time and place of a hearing to any city or county within which the supplier provides water supplies. Government Code section 6066

Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.

The City is committed to encouraging the active involvement of diverse social, cultural, and economic elements of its citizenry. On XXXXXX and XXXXXXX, the City placed a notice in the local newspaper stating that its UWMP was being updated and a WSCP was prepared and that a public hearing would be conducted to take testimony from members of the community. A copy of this notification is included in **Appendix C**. The Draft 2020 UWMP and Draft WSCP was made available for public inspection at the City Public Works Department, located at 155 West Durian. In addition, the City also posted a copy of the Draft



2020 UWMP and Draft WSCP on its website (<u>www.coalinga.com</u>). The notice of public hearing to the public is included in **Appendix C**.

## 10.3 Public Hearing and Adoption

# Legal Requirements:

### CWC Section 10642:

...Prior to adopting either, the [plan or water shortage contingency plan], the urban water supplier shall make both the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon.

Water Code Section 10608.26

- (a) In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:
- (1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.
- (2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.
- (3) Adopt a method, pursuant to subdivision (b) of Section 10608.20 for determining its urban water use target.

#### 10.3.1 Public Hearing

A public hearing for the UWMP and WSCP was held on MONTH DAY, YEAR at the City Council Chamber. The hearing provided an opportunity for the City's customers, residents, and employees to learn and ask questions about the current and future water supply of the City. The plan adoption by City Council occurred on MONTH DAY, YEAR. The City Resolution is included in **Appendix L**.

## 10.3.2 Adoption

#### Legal Requirements:

# CWC Section 10642:

... After the hearing or hearings, the plan or water shortage contingency plan shall be adopted as prepared or as modified after the hearing.

This UWMP was adopted by the City Council on MONTH DAY, YEAR. The WSCP was adopted by the City Council on MONTH DAY, YEAR. A copy of the adopted resolutions is provided in **Appendix L**.



#### 10.4 Plan Submittal

#### Legal Requirements:

### CWC Section 10621:

(e) Each urban water supplier shall update and submit its 2020 plan to the department by July 1, 2021...

#### CWC Section 10644:

(a)(1) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption.

#### CWC Section 10635:

(c) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.

## 10.4.1 Submitting a UWMP and Water Shortage Contingency Plan to DWR

A copy of this 2020 UWMP will be submitted electronically to DWR within 30 days of adoption.

#### 10.4.2 Electronic Data Submittal

#### Legal Requirements:

### CWC Section 10644 (a)(2):

The plan, or amendments to the plan, submitted to the department ... shall be submitted electronically and shall include any standardized forms, tables, or displays specified by the department.

This 2020 UWMP, including the WSCP, and associated data will be submitted electronically to DWR using the Water Use Efficiency Data (WUEdata) submittal tool.

### 10.4.3 Submitting a UWMP, including WSCP, to the California State Library

The 2020 UWMP, including the WSCP, will be submitted on CD or hardcopy format to the California State Library within 30 days of adoption.

### 10.4.4 Submitting a UWMP to Cities and Counties

The 2020 UWMP will be submitted in electronic format to Fresno County within 30 days of adoption.



## 10.5 Public Availability

#### Legal Requirements:

#### CWC Section 10645:

(a) Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

(b) Not later than 30 days after filing a copy of its water shortage contingency plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

Within 30 days of submitting the UWMP to DWR, the adopted UWMP will be available for public review during normal business hours at the City of Coalinga Public Works Department. The City will also post a copy of the adopted UWMP on its website (<a href="www.coalinga.com">www.coalinga.com</a>).

#### 10.6 Notification to Public Utilities Commission

#### Legal Requirements:

#### CWC Section 10621 (c):

An urban water supplier regulated by the Public Utilities Commission shall include its most recent plan and water shortage contingency plan as part of the supplier's general rate case filings.

The City is not regulated by the California Public Utilities Commission.

# 10.7 Amending an Adopted UWMP or Water Shortage Contingency Plan

### Legal Requirements:

#### CWC Section 10621:

(d) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).

### CWC Section 10644:

(a)(1) Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

### 10.7.1 Amending a UWMP

The plan may be updated at any time when the urban water supplier believes significant changes have occurred in population, land use, and/or water sources that may affect the contents of the plan. If major changes are made to this 2020 UWMP, the City will hold an additional public hearing and City Council will re-adopt the plan. Copies of amendments or changes to the plan shall be submitted to DWR, the California State Library, and Fresno County within 30 days of adoption.



# 10.7.2 Amending a Water Shortage Contingency Plan

# Legal Requirements:

# CWC Section 10644 (b):

If an urban water supplier revises its water shortage contingency plan, the supplier shall submit to the department a copy of its water shortage contingency plan prepared...no later than 30 days after adoption, in accordance with protocols for submission and using electronic reporting tools developed by the department.

If the City revises the WSCP after DWR has approved the 2020 UWMP, copies of amendments or changes to the plans will be submitted electronically to DWR through the WUEdata Portal within 30 days of its adoption.

Copies of the amended WSCP will also be sent to the California State Library and Fresno County within 30 days of adoption.





# 11 References

- [1] City of Coalinga General Plan 2005-2025, June 2009.
- [2] Fresno County Multi-Jurisdictional 2015-2023 Housing Element, adopted April 2016.





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# Appendix A

# **DWR UWMP Tables**





# Appendix B

# **DWR UWMP Checklist**





Appendix C

Notice of Preparation and Outreach Documents





# Appendix D

# **Water Loss Audits**





# Appendix E

# SB X7-7 2015 Verification Form and 2020 Compliance Form





Appendix F





Appendix G

Consumer Confidence Reports





Appendix H
Water Shortage Contingency Plan





Appendix I
Water Conservation Ordinance





# Appendix J

# Water Rate Schedule





Appendix K
Water Shortage Regulations





Appendix L

UWMP Adoption Resolution



# City of Coalinga

**Water Shortage Contingency Plan** 

# **DRAFT**

**NOVEMBER 2021** 

# Prepared for:

CITY OF COALINGA 155 West Durian Coalinga, CA 93210

# Prepared by:

BLACK WATER CONSULTING ENGINEERS, INC. 602 Lyell Drive Modesto, CA 95356 (209) 322-1820





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# **APPENDICES**

Appendix A – Notices to Public and Public Outreach Efforts Appendix B – City Resolution adopting WSCP



# LIST OF ACRONYMS AND ABBREVIATIONS

Annual Assessment
AWSAR
Annual Water Supply and Demand Assessment
Annual Water Shortage Assessment Report
CDC
California Department of Corrections

City City of Coalinga
CVP Central Valley Project
CWC California Water Code

DPRP Drought Preparedness & Response Planning for the City of Coalinga

DWR California Department of Water Resources

ERP Emergency Response Plan gpcd gallons per capita per day MGD million gallons per day PW Department of Public Works

RSWSP Regional Surface Water Supply Project

SB Senate Bill

USBR United States Bureau of Reclamation
UWMP Urban Water Management Plan
WSCP Water Shortage Contingency Plan





### 1 Introduction

In response to the severe drought of 2012-2016, legislation was adopted in 2018 mandating that the Urban Water Management Plan (UWMP) include a Water Shortage Contingency Plan (WSCP) that provides a detailed proposal for assessing water supply availability and response actions to water shortage conditions. Although required to be included with the 2020 UWMP, the WSCP is a stand-alone document and can be amended on its own.

The WSCP is required to include:

- Key attributes of the water supply reliability analysis conducted pursuant to California Water Code (CWC) Section 10632. [CWC Section 10632(a)(1)]
- Six standard water shortage levels corresponding to progressive ranges of up to 10-, 20-, 30-, 40-, and 50-percent shortages and greater than 50-percent shortage. [CWC Section 10632(a)(3)(A)]
- Locally appropriate "shortage response actions" for each shortage level, with a corresponding estimate of the extent the action will address the gap between supplies and demands. [CWC Section 10632(a)(4)]
- Procedures for conducting an Annual Water Supply and Demand Assessment (Annual Assessment) with prescribed elements. Under CWC 10632.1, urban water suppliers are required to submit, by July 1 of each year, beginning in the year following adoption of the 2020 UWMP, an Annual Water Shortage Assessment Report (AWSAR) to the California Department of Water Resources (DWR). [CWC Section 10632(a)(2)]
- Communication protocols and procedures to inform customers, the public, and government entities of any current or predicted water shortages and associated response actions. [CWC Section 10632(a)(5)]
- Monitoring and reporting procedures to assure appropriate data is collected to monitor customer compliance and to respond to any state reporting requirements. [CWC Section 10632(a)(9)]
- A re-evaluation and improvement process to assess the functionality of the WSCP and to make appropriate adjustments as warranted. [CWC Section 10632(a)(10)]

# 2 Water Supply Reliability Analysis

Water Code Section 10632(a)(1)

The analysis of water supply reliability conducted pursuant to Section 10635.

Pursuant to CWC Section 10632(a)(1), this section examines the (a) findings related to water system reliability conducted pursuant to CWC Section 10632, and (b) the key issues that may create a shortage condition based on the City of Coalinga's (City) water asset portfolio. These topics are described in Chapters 6 and 7 of the 2020 UWMP, but are summarized below, recognizing that the WSCP is a standalone document.

The City's sole source of drinking water is surface water obtained through the Central Valley Project (CVP) which is supervised by the United States Bureau of Reclamation (USBR).



The City's 2020 UWMP evaluated the long-term (20-year) and near-term (5-year) supply reliability of the City's water system, including consideration for a normal year, single dry year, and a 5-year dry period. The 2020 UWMP estimated that the reliability of the City's water supply is sufficient to meet long-term and near-term demands.

Constraints on the water supply reliability for the City are primarily water quantity, water quality, and climate change. Of particular concern are the potential for drought conditions, unexpected system failures, canal maintenance, regional power outages, earthquakes, environmental restriction, etc. to significantly impact the water supply available to the City.

# 3 Annual Water Supply and Demand Assessment Procedures

### Water Code Section 10632(a)(2)

The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:

- (A) The written decision-making process that an urban water supplier will use each year to determine its water supply reliability.
- (B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:
- (i) Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.
- (ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.
- (iii) Existing infrastructure capabilities and plausible constraints.
- (iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.
- (v) A description and quantification of each source of water supply.

#### Water Code Section 10632.1.

An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before July 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan. An urban water supplier that relies on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by July 1 of each year, whichever is later.



Beginning in 2022, CWC Section 10632.1 requires the City to conduct an Annual Water Supply and Demand Assessment (Annual Assessment) on or before July 1 of each year and submit an Annual Water Shortage Assessment Report (AWSAR) by July 1 of every year. The purpose of the Annual Assessment and AWSAR is to forecast near-term water supply conditions (for the current year) and ensure appropriate shortage response actions are triggered in a timely manner. This section of the WSCP details the procedures used to prepare the Annual Assessment. The intent of the procedures is to provide a description of annual timing and steps to complete the document. The AWSAR will include the Annual Assessment and describe the recommended shortage response actions to implement for the current year based on the results of the Annual Assessment.

The Annual Assessment will include the following components:

- 1. Data and Methodologies
- 2. Evaluation Criteria
- 3. Description of Water System
- 4. Unconstrained Customer Demand
- 5. Infrastructure Considerations
- 6. Other Factors
- 7. Water Supply and Demand Evaluation

The information to be included in each of the sections is described in this chapter. Based on the Annual Assessment, the AWSAR will include recommendations for triggered shortage response actions, consistent with the WSCP.

# 3.1 Decision-Making Process

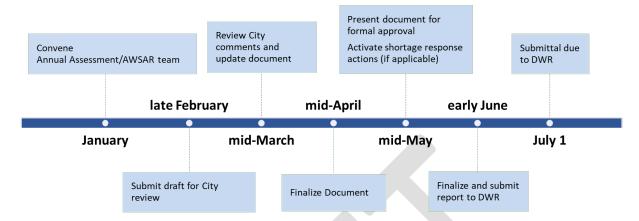
The City Department of Public Works (PW) will be responsible for preparation, obtaining formal approval, and submitting the AWSAR to the DWR. Key responsibilities for preparation of the Annual Assessment and AWSAR are listed in **Table 3-1**. Early in the process, the key team members will be selected and assigned responsibilities to ensure accurate and timely completion of the documents. Each AWSAR should include a summary of the key members involved and their roles and responsibilities.

Table 3-1 – Annual Assessment Key Responsibilities

#	Activity
1	Convene Annual Assessment and AWSAR team
2	Information collection and review (see Section 3.2, Key Data Inputs and Methodologies)
3	Prepare draft AWSAR
4	Finalize AWSAR
5	Submit AWSAR to DWR

An example timeline for the decision-making process is provided in **Figure 3-1**. Actual dates for each activity may vary, however, the Annual Assessment is required to be formally approved and submitted to DWR by July 1 each year, starting in 2022. The process for approval shall include a formal presentation at a City Council meeting and request for vote on the findings of the Annual Assessment, including triggering recommended shortage response actions. The presentation is to occur prior to the last City Council meeting in June.

Figure 3-1 – Example Annual Assessment and AWSAR Timeline



# 3.2 Key Data Inputs and Methodologies

The following sections describe the key data inputs and methodologies which may be used to evaluate the water system reliability for the current year, while considering that the year to follow will be a dry year. To be consistent with the most recently prepared 2020 UWMP, the current year is defined as the calendar year (January 1 – December 31) for the year in which the document is prepared and the year to follow is defined as the subsequent calendar year.

Key data inputs may include:

- Summary of active water supply sources and their capacities.
- Monthly water production data for the previous calendar year.
- Available weather data for the previous calendar year and current year.
- Population data for the previous calendar year and current year.
- Growth projections in terms of land use and/or population for the current year.
- Recently completed documents and studies related to the water system and water supply sources.
- Recent regulatory documents.
- Water quality data for the previous calendar year.
- Water system improvements completed in the previous calendar year and planned for the next two years.
- Information on issues encountered in water system for the previous calendar year. Issues may include exceeding contaminant limits, breaks in pipeline, and decreased well production.
- Current and projected hydrological conditions.
- Other data which affects the water system.

Data for additional years prior to the current year may be analyzed as part of the assessment. The data will be used to develop projections for available water supply and unconstrained customer demands for the current calendar year, considering a dry subsequent year. The criteria used in the calculations should be described and be consistent with the most recently prepared City documents and regulatory requirements.



#### 3.3 Evaluation Criteria

The Annual Assessment will compare the projected water supply and the unconstrained average customer demand. If unconstrained average customer demands are higher than the projected water supply, shortage response actions corresponding to the projected WSCP shortage level should be activated.

#### 3.4 Water System

This section of the Annual Assessment should describe the water system, including the water supply facilities and distribution and storage facilities. Information on water quality and historical issues should be included.

#### 3.5 Unconstrained Customer Demand

Unconstrained customer demand for the current year will be developed in this section. The methodology for the calculations should be described in detail. References for the sources and assumptions used should be provided. Unconstrained customer demands for subsequent years may be calculated and included.

Various methods could be used to calculate unconstrained customer demand. The method should be consistent with previous City documents, including the 2020 UWMP. If an alternative method is used, reasons for the change in approach shall be provided. The most common methods will either involve:

- Population data and projections and a per capita water demand, or
- Water demand factors for various types of land uses and estimates for developed areas, by land use type.

The projected unconstrained customer demands are likely to be higher than historical water demands because the City has been implementing shortage response actions that reduce water usage.

#### 3.6 Infrastructure Considerations

This section is to include an evaluation of how the infrastructure capabilities and constraints may affect the City's ability to deliver supplies to meet customer demands in the coming year. Anticipated capital projects that may influence capabilities, such as repairs that may constrain capabilities (e.g., planned treatment plant upgrades, well rehabilitation or replacement) or new projects that may add capacity (e.g., a new groundwater well or system intertie) should be described.

### 3.7 Other Factors

Other factors that can influence or disrupt the water supply, along with unique local considerations should be described in this portion of the Annual Assessment. These factors may include recent regulatory requirements, documents and studies related to the water system and water supply sources, and weather conditions.

# 3.8 Evaluation of Water Supply and Demands

This section will summarize the projected available water supply for the current year based on the information provided in previous sections of the Annual Assessment. The evaluation criteria will be applied to determine if the available water supply is sufficient to meet unconstrained customer demands.



# 4 Six Standard Water Shortage Levels

Water Code Section 10632(a)(3)

(A) Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, and other potential emergency events.

(B) An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with the requirement in subparagraph (A) by developing and including a cross-reference relating its existing categories to the six standard water shortage levels.

CWC Section 10632(a)(3) requires water suppliers to define six shortage levels based on the supplier's water supply conditions, including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. **Table 4-1 (DWR Table 8-1)** lists the six standard WSCP levels that were introduced for the 2020 UWMP by the DWR. The six standard water shortage levels are used in the City's WSCP instead of the three conservation stages listed in the 2015 UWMP to correspond with the changes to the CWC. The applicable water shortage level should be determined based on comparing projected unconstrained customer demands with available water supply or mandatory water use reductions. The water shortage level does not necessarily correspond to the percent reduction in water supply.

**Table 4-2** shows the supply City's conservation stages in the Water Conservation section of the City Municipal Code and a "crosswalk" for how they correspond with the six standard WSCP levels.



Table 4-1 - WSCP Levels (DWR Table 8-1)

Submittal Table 8-1: Water Shortage Contingency Plan Levels				
Shortage Level	Percent Shortage Range	Shortage Response Actions (Narrative description)		
1	Up to 10%	Standard Water Conservation Alert. No water wasting. Designated times for irrigation.		
2	Up to 20%	Standard Water Conservation Alert. No water wasting. Designated times for irrigation.		
3	Up to 30%	Standard Water Conservation Alert. No water wasting. Designated times for irrigation.		
4	Up to 40%	High Water Conservation Alert. Two-day irrigation schedule for residential and non-water dependent industries. Every other day irrigation schedule for water-dependent industries. Swimming pool refilling and construction restrictions.		
5	Up to 50%	High Water Conservation Alert. Two-day irrigation schedule for residential and non-water dependent industries. Every other day irrigation schedule for water-dependent industries. Swimming pool refilling and construction restrictions.		
6	>50%	Emergency Water Conservation Alert. No outdoor water use unless by hand-held hose equipped with shut-off nozzle.		
NOTES: Refer to City Municipal Code, Chanter 4C - Water Conservation for more information				

NOTES: Refer to City Municipal Code, Chapter 4C. - Water Conservation for more information.

**Table 4-2 – Coalinga Water Conservation Stage Crosswalk** 

		Previous Drought Condition Stages		
WSCP Level	Shortage Level	Stage	Stage Title	
1	≤ 10%	1	Standard Water Conservation Alert	
2	10 - 20%	1	Standard Water Conservation Alert	
3	20 - 30%	1	Standard Water Conservation Alert	
4	30 - 40%	2	High Water Conservation Alert	
5	40 - 50%	3	Emergency Water Conservation Alert	
6	> 50%	3	Emergency Water Conservation Alert	



# 5 Shortage Response Actions

Water Code Section 10632 (a)(4)

Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:

- (A) Locally appropriate supply augmentation actions.
- (B) Locally appropriate demand reduction actions to adequately respond to shortages.
- (C) Locally appropriate operational changes.
- (D) Additional, mandatory prohibitions against specific water use practices that are in addition to statemandated prohibitions and appropriate to the local conditions.
- (E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

CWC Section 10632(a)(4) requires shortage response actions that align with the shortage levels defined in **Table 4-1 (DWR Table 8-1)** and include locally appropriate supply augmentation actions, demand reduction actions, operational changes, and additional mandatory prohibitions against specific water use practices. An estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the actions must be provided.

# 5.1 Supply Augmentation Actions

The City solely relies on surface and does not currently have alternate water sources for normal or emergency conditions. **Table 5-1 (DWR Table 8-3)** lists the supply augmentation strategies that the City has explored. Short-term shortage gaps will primarily be satisfied by demand reduction actions described in the next section.



Table 5-1 – Supply Augmentation and Other Actions (DWR Table 8-3)

Submittal Table 8-3: Supply Augmentation and Other Actions					
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier Drop down list These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap? Include units used (volume type or percentage)	Additional Explanation or Reference (optional)		
Add additional r	rows as needed				
1-6	Expand Public Information Campaign	Supports other actions. Less than 2 gpcd (1% of baseline water demand)			
4-6	Transfers	Estimated to potentially reduce shortage gap by up to 3,000 acre-feet (980 million gallons)	City has explored potential transfers with other USBR customers within the San Luis Unit and agricultural customers. Due to the uncertainty in the amount of transfer available for a given year, this action is not included in estimates for meeting shortage levels.		
NOTES:	<u> </u>	<u> </u>			

# 5.2 Demand Reduction Actions

Increasing demand reduction actions will be enforced with increasing WSCP levels. **Table 5-2 (DWR Table 8-2)** summarizes demand reduction actions and the WSCP shortage level at which the action will be mandated. The demand reduction actions column was limited to a drop-down list provided by DWR. Additional explanation or reference information is listed to provide details specific to the City. Some demand reduction actions listed in the table correspond to operational changes which are described in Section 5.3. The City is currently enforcing high water conservation actions and requests residents and businesses to reduce water use by 20-30% based on user type.



Table 5-2 – Demand Reduction Actions (DWR Table 8-2)

Submittal Table 8-2: Demand Reduction Actions				
Shortage Level	Demand Reduction Actions Drop down list These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap? Include units used (volume type or percentage)	Additional Explanation or Reference (optional)	Penalty, Charge, or Other Enforcement? For Retail Suppliers Only Drop Down List
Add addition	onal rows as needed			
1 - 3	Other - Prohibit use of potable water for washing hard surfaces	Supports other demand reduction actions. Less than 2 gpcd (1% of baseline water demand)	Ord. No. 746, § 1, Section 6-4C.06 (a)	Yes
1-3	Water Features - Restrict water use for decorative water features, such as fountains	Supports other demand reduction actions. Less than 2 gpcd (1% of baseline water demand)	Ord. No. 746, § 1, Section 6-4C.06 (b)	Yes
1 - 3	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	3-6 gpcd.	Ord. No. 746, § 1, Section 6-4C.06 (c)	Yes
1 - 3	Landscape - Limit landscape irrigation to specific times	60 gpcd	Ord. No. 746, § 1, Section 6-4C.06 (d)(1)	Yes
1 - 3	Other - Require automatic shut of hoses	Supports other demand reduction actions. Less than 2 gpcd (1% of baseline water demand)	Ord. No. 746, § 1, Section 6-4C.06 (d)(2)	Yes
1 - 3	Other - Prohibit use of potable water for construction and dust control	Supports other demand reduction actions. Less than 2 gpcd (1% of baseline water demand)	Ord. No. 746, § 1, Section 6-4C.06 (e)	Yes
4	Landscape - Limit landscape irrigation to specific times	Supports other demand reduction actions. Less than 2 gpcd (1% of baseline water demand)	Ord. No. 746, § 1, Section 6-4C.07 (b) and (c)	Yes



Shortage Level	Demand Reduction Actions Drop down list These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap? Include units used (volume type or percentage)	Additional Explanation or Reference (optional)	Penalty, Charge, or Other Enforcement? For Retail Suppliers Only Drop Down List
4	Landscape - Limit landscape irrigation to specific days	25 gpcd	Ord. No. 746, § 1, Section 6-4C.07 (b) and (c). Every other day irrigation for water- dependent industries. Two days per week irrigation for residential and non-water dependent industries.	Yes
4	Other water feature or swimming pool restriction	Supports other demand reduction actions. Less than 2 gpcd (1% of baseline water demand)	Ord. No. 746, § 1, Section 6-4C.07 (d). No swimming pool refilling or new construction without permission. Replenishment of swimming pools limited similar to landscape irrigation limits.	Yes
4	CII - Restaurants may only serve water upon request	Supports other demand reduction actions. Less than 2 gpcd (1% of baseline water demand)	Ord. No. 746, § 1, Section 6-4C.07 €	Yes
5	Landscape - Prohibit all landscape irrigation	50 gpcd	Ord. No. 746, § 1, Section 6-4C.08 (a) and (b)	Yes
5	Other water feature or swimming pool restriction	Supports other demand reduction actions. Less than 2 gpcd (1% of baseline water demand)	Ord. No. 746, § 1, Section 6-4C.08 (c)	Yes



Water use reductions for each demand reduction action included in **Table 5-2 (DWR Table 8-2)** were estimated based on information from water conservation studies and an analysis of historical per capita water production data for the City between 2016 – 2020. Most of the demand reduction is assumed to occur from restrictions on landscape irrigation.

Water use reduction associated with reducing landscape irrigation by one day was estimated by comparing the average water use for the three lowest months of each year with the annual average water use for the year on a per capita basis for 2016 – 2020, and assuming that outdoor water use was occurring three days per week. The overall difference between outdoor water use and baseline water use was divided by three to estimate landscape irrigation water use per day. **Tables 5-3** and **5-4** summarize the calculations for estimating the impacts from the demand reduction actions.

Table 5-3 – Historical Water Usage Data

Tuble 3 3 Thistories				r Supplied	(MG)	
				Year		
Month	# of days	2016	2017	2018	2019	2020
January	31	64.81	61.93	70	62.9	62.02
February	28	62.13	56.29	71.64	54.89	76.84
March	31	74.9	75.54	75.37	68.31	77.45
April	30	92.88	91.27	94.45	98.33	87.21
May	31	106.49	117.76	125.4	115.66	140.55
June	30	133.08	135.26	130.4	128.51	152.64
July	31	144.72	157.31	151.96	148.76	165.35
August	31	146.13	153.1	150.17	141.85	164.72
September	30	127.31	134.27	138.04	146.31	139.21
October	31	107.04	110.78	114.76	141.43	128.63
November	30	83.71	85.59	87.6	91.82	95.6
December	31	64.28	79.36	67.85	66.91	82.84
	Total	1,207.5	1,258.5	1,277.6	1,265.7	1,373.1
	Population	16,541	16,793	16,516	16,994	17,590
	Average water use, gpcd	200	205	212	204	214
	5-year average water use, gpcd			207		
Baseline	Baseline water use(lowest 3 months), MG			69.83	61.57	72.1
	128	128	141	121	137	
	5-year baseline water use, gpcd			131		
Es	timated outdoor water use, gpcd	72	77	71	83	77
	average outdoor water use, gpcd			76		



## **Table 5-4 – Shortage Gap Estimates**

#	Description	Value
(1)	Average Water Use without Demand Reduction Actions, gpcd (SB X7-7 2020 Target)	273
(2)	Average Water Use after Shortage Level 1, gpcd (Average water use, 2016-2020)	207
(3)	Estimated Reduction in Shortage Gap from Level 1 Actions, gpcd	66
(4)	Average outdoor water use (3-day watering schedule), gpcd	76
(5)	Reduction in Shortage Gap by one day reduction in watering schedule, gpcd	25

### Notes:

- (2) Average Water Use after Shortage Level 1 Actions = Average water use from Table 5-3.
- (3) Estimated Reduction in Shortage Gap from Level 1 Actions = (1) Average Water Use without Demand Reduction Actions (2) Average Water Use after Shortage Level 1 Actions.
- (4) Average outdoor water use (3-day watering schedule) = Average outdoor water use from Table 5-3.
- (5) Reduction in Shortage Gap by one day reduction in watering schedule =  $(4) \div 3$ , rounded.

## 5.3 Operational Changes

Operational changes to address water shortages will be focused on implementing and enforcing the supply augmentation and demand reduction actions. The following operational changes were listed in **Tables 5-1 and 5-2 (DWR Tables 8-3 and 8-2, respectively)** and assist with reduction of water demands.

- Expand public information campaign.
- Implement or modify drought rate structure or surcharge.
- Offer water use surveys.
- Decrease line flushing.
- Increase water waste patrols.

## 5.4 Additional Mandatory Prohibitions

Additional mandatory prohibitions related to water usage are detailed in Title 6, Chapter 4C of the Coalinga Municipal Code (CMC) which includes rules and regulations for the City's water conservation program.



## 6 Seismic Risk Assessment and Mitigation Plan

## Water Code Section 10632.5

- (a) In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.
- (b) An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.
- (c) An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multihazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the local hazard mitigation plan or multihazard mitigation plan addresses seismic risk.

The City falls under the Fresno County Multi-Hazard Mitigation Plan, which was updated in May 2018. The plan addresses seismic risk and satisfies the requirement of CWC Section 10632.5(a). A copy of the 2018 Multi-Hazard Mitigation Plan can be viewed at the following web address:

https://www.fresno.gov/darm/wp-content/uploads/sites/10/2020/12/FresnoCountyHMPFinal.pdf

Another useful reference for assessing and mitigating seismic risks to the water system is the City's Water System Emergency Response Plan (ERP). The ERP includes findings of the City's risk and resilience assessment and describes strategies, resources, plans, and procedures utilities can use to prepare for and respond to an incident, natural or man-made, that threatens life, property, or the environment.

## 7 Communication Protocols

## Water Code Section 10632 (a)(5)

Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, all of the following:

- (A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.
- (B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.
- (C) Any other relevant communications

In accordance with CWC 10632(a)(5), the City shall initiate communication procedures to inform customers, the public, interested parties, and local, regional, and state governments when the AWSAR predicts a current or predicted shortage and the shortage response actions that will be triggered or anticipated to be triggered. Communication protocols are included in the Drought Preparedness & Response Planning for the City of Coalinga (DPRP) and ERP.



## 8 Compliance and Enforcement

Water Code Section 10632 (a)(6)

For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.

Title 13, Chapter 09 of the CMC describes enforcement, appeal, and exemption procedures for City water code violations which apply to violations of City shortage response actions.

## 9 Legal Authorities

Water Code Section 10632 (a)(7)

- (A) A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.
- (B) A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1. [see below]
- (C) A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.

Water Code Section Division 1, Section 350

Declaration of water shortage emergency condition. The governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

Section 6-4C.07 of the City Municipal Code gives the City the authority to implement and enforce its shortage response actions. When the conditions deem it necessary, the City shall declare a water shortage emergency in accordance with Water Code Chapter 3 (commencing with Section 350) of Division 1 general provision regarding water shortage emergencies. Because the City is also the water supplier, City staff can coordinate the possible proclamation of a local emergency under California Government Code, California Emergency Services Act (Article 2, Section 8558).



## 10 Financial Consequences of WSCP

Water Code Section 10632(a)(8)

A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:

- (A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).
- (B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).
- (C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1.

Revenues for the cost of operating the City water system are collected from customer water rates. The City conducted a Water and Wastewater Financial Analysis and Rate Study [1] in September 2020 and passed Resolution No. 3989 in October 2020. The resolution approved changes to the water service fee rate structure that went into effect for five years, starting in November 2020.

The current pricing structure is comprised of two components. The volumetric charge is based on gallons of water use and has rates for four categories: Urban Residential, Urban Commercial, Rural, and California Department of Corrections (CDC). The second component of the pricing structure is the service charge. This charge accounts for the cost of the meter, operation and maintenance, and other facility costs and is based on the meter size and the same categories for connection type.

When shortage response actions are activated, revenues will be reduced due to reduced consumption. However, the costs for operating the water system will not correspondingly decrease. There may also be additional costs associated with implementing the shortage response actions and enforcing compliance. The adopted rates from the Water Rate Study are anticipated to provide the City with sufficient funds for revenue reductions and expense increases associated with activated shortage response actions. The Water Rate Study included maintaining operations and capital reserves and was based on historical water demand which had periods of drought included.

The cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1 of the California Water Code is not projected to be significant because the City implements drought pricing when a state of emergency is declared.

If needed, the City may implement additional strategies to address decreased revenue from water sales. These strategies may include use of financial reserves, deferring capital improvement projects, reducing current and future operation and maintenance expenses, and conducting a rate study.



## 11 Monitoring and Reporting

Water Code Section 10632(a)(9)

For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.

The City's water system has water meters on all production sources and customers. The City will use the production meters and customer usage meters to determine actual water use reductions. Monthly water pumping volumes and water billing data analyzed for the previous year will be summarized in the Annual Assessment and will assist with monitoring and reporting the adequacy of the shortage response actions.

## 12 Refining

Water Code Section 10632 (a)(10)

Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed.

The Annual Assessment, including monitoring and reporting procedures, will provide data to determine if the water shortage mitigation strategies are adequate for reducing water demands. If the data indicates that the strategies are not adequate or can be reduced, the WSCP should be amended and formally approved as described in Section 12.2.

## 12.1 Special Water Feature Distinction

Water Code Section 10632 (b)

For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.

In accordance with Water Code Section 10632 (b), swimming pools and spas are considered different from other water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains. Title 9, Chapter 1, Article 2 of the City municipal code defines a swimming pool as a pool, pond, lake, or open tank or basin capable of containing water to a depth greater than one and one-half (1.5) feet at any point, and for the specific purpose of swimming in.



## 12.2 Plan Adoption, Submittal and Availability

### 12.2.1 Notice to the Public

### Water Code Section 10642

...Prior to adopting either [the plan or water shortage contingency plan], the urban water supplier shall make both of the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon. Prior to any of these hearings, notice of the time and place of the hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code [see below]. The urban water supplier shall provide notice of the time and place of a hearing to any city or county within which the supplier provides water supplies.

## Government Code section 6066

Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.

The City is committed to encouraging the active involvement of diverse social, cultural, and economic elements of its citizenry. The City placed a notice in the local newspaper stating that its WSCP has been prepared and that a public hearing would be conducted to take testimony from members of the community. A copy of this notification is included in **Appendix A**. The WSCP was made available for public inspection at the City Public Works Department, located at 155 West Durian, and posted a copy of the WSCP on its website (<a href="https://www.coalinga.com">www.coalinga.com</a>), prior to the public hearing.

## 12.2.2 Public Hearing and Adoption

### Water Code Section 10642

...Prior to adopting either, the [plan or water shortage contingency plan], the urban water supplier shall make both the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon.

## Water Code Section 10608.26

- (a) In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:
- (1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.
- (2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.
- (3) Adopt a method, pursuant to subdivision (b) of Section 10608.20 for determining its urban water use target.

The City has encouraged community and public interest involvement in the WSCP using mailings, public meetings, and web-based communication. Copies of the City's outreach efforts are included in **Appendix A**.



### 12.2.3 Public Hearing

A public hearing was held on XXXXXX, 2021 at the City Council Chamber. The hearing provided an opportunity for the City's customers, residents, and employees to learn and ask questions about the current and future water supply of the City.

## 12.2.4 Adoption

### Water Code Section 10642

... After the hearing or hearings, the plan or water shortage contingency plan shall be adopted as prepared or as modified after the hearing.

This WSCP was adopted by the City Council on XXXXX, 2021. A copy of the adopted resolution is included in **Appendix B**.

## 12.2.5 Plan Submittal

A copy of the adopted WSCP will be submitted to DWR electronically using the WUEdata Portal submittal tool.

### 12.2.6 Submitting WSCP to Cities and Counties

The WSCP will be submitted in electronic format to Fresno County within 30 days of adoption.

## 12.2.7 Public Availability

## Water Code Section 10632 (a)(c)

The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.

## Water Code Section 10645

- (a) Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.
- (b) Not later than 30 days after filing a copy of its water shortage contingency plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

Within 30 days of submitting the WSCP to DWR, the adopted WSCP will be available for public review during normal business hours at the City Public Works Department. The City will also post a copy of the adopted WSCP on its website (www.coalinga.com).

## 12.2.8 Notification to Public Utilities Commission

The City is not regulated by the California Public Utilities Commission.



## 12.2.9 Amending an Adopted Water Shortage Contingency Plan

## Water Code Section 10644 (b)

If an urban water supplier revises its water shortage contingency plan, the supplier shall submit to the department a copy of its water shortage contingency plan prepared...no later than 30 days after adoption, in accordance with protocols for submission and using electronic reporting tools developed by the department.

If the City revises the WSCP, copies of amendments or changes to the plans will be submitted electronically to the DWR through the WUEdata Portal within 30 days of its adoption.

## 13 References

[1] Water and Wastewater Financial Analysis and Rate Study for City of Coalinga, IG Service, September 1, 2020.



## Appendix A

## Notices to Public and Public Outreach Efforts





Appendix B

City Resolution Adopting WSCP



## STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Public Hearing #1 regarding Public Input on the Redrawing of District Boundaries

Meeting Date: February 17, 2022

From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

## I. RECOMMENDATION:

Public Hearing to receive input from the Community regarding the Redrawing of District Boundaries for City-wide Elections, receive a report from Demographer Dave Ely on the redistricting process.

## II. BACKGROUND:

Every ten (10) years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have nearly equal population. The redistricting process for the City of Coalinga must be completed by April 17, 2022.

The City adopted its current district boundaries on June 14, 2018, when the City Council adopted Ordinance No. 811. The first election under the districts was November 2018. The current district boundaries are based on 2010 census data as required by law. The districts must now be redrawn using the 2020 census data and in compliance with the FAIR MAPS Act, which was adopted by the California legislature as AB 849 and took effect January 1, 2020.

Under the Act, the Council shall draw and adopt boundaries using the following criteria in the listed order of priority (Elections Code 21621(c)):

- 1. Comply with the federal requirements of equal population and the Voting Rights Act
- 2. Geographically contiguous
- 3. Undivided neighborhoods and "communities of interest" (social-economic geographic areas that should be kept together)
- 4. Easily identifiable boundaries
- 5. Compact (do not bypass one group of people to get to a more distant group of people)
- 6. Shall not favor or discriminate against a political party

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

- 1. Minimize the number of voters delayed from voting from 2022 to 2024
- 2. Respect voters' choices / continuity in office
- 3. Future population growth

By law, the City must hold at least four (4) Public Hearings that enable community members to provide input on the drawing of district maps:

• At least one (1) hearing must occur before the City draws draft maps

- At least two (2) hearings must happen after the drawing of the draft maps
- The fourth (4th) hearing can happen either before or after the drawing of the draft maps
- City Staff or consultants may hold a public workshop instead of one of the required public redistricting hearings

To increase the accessibility of these hearings, cities and counties must ake the following steps:

- At least one (1) hearing must occur on a Saturday, Sunday, or after 6:00pm on a weekday
- If a redistricting hearing is consolidated with another local government meeting, the redistricting hearing portion must begin at a pre-designated time
- Local public redistricting hearing should be made accessible to people with disabilities

The purpose of this Public Hearing is to inform the public about the districting process and to hear from the community on what factors should be taken into consideration while creating district boundaries. The public is requested to provided input regarding communities of interest and other local factors that should be considered while drafting district maps. A *community of interest* under the relevant Elections Code 21621(c) is "a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation."

Possible features defining community of interest might include, but are not limited to:

- A. School attendance areas:
- B. Natural dividing lines such as major roads, hills, or highways;
- C. Areas around parks and other neighborhood landmarks;
- D. Common issues, neighborhood activities, or legislative/election concerns; and
- E. Shared demographic characteristics, such as:
  - (1) Similar levels of income, education, or linguistic insolation;
  - (2) Languages spoken at home; and
  - (3) Single-family and multi-family housing unit areas.

## III. DISCUSSION:

### **Next Steps**

Public Hearing #2, scheduled for March 3, 2022, to seek additional public input and provide direction on criteria to be considered while drafting district maps. Following that hearing, draft district maps and proposed election sequencing will be posted to the City's website and available at City Hall.

Public Hearing #3 is scheduled for Thursday, March 17, 2022 at 6:00pm and Public Hearing #4 is scheduled for Thursday, April 7 at 6:00pm to consider draft maps. Demographer Dave Ely will be available for questions during these Public Hearings.

Boundaries cannot be adopted earlier than August 1, 2021 and must be adopted before April 17, 2022. However, the U.S. Census Bureau has indicated they will not release data before September 30, 2021. To date, the Bureau has not released the data.

## IV. ALTERNATIVES:

## V. FISCAL IMPACT:

Expenses related to redistricting will come from the General Fund and is included in the current budget.

## ATTACHMENTS:

	File Name	Description
D	Coalinga_UPDATED_021722.pdf	Presentation
D	PH_NOTICE_#1_English_021722.pdf	Public Hearing Notice - English
D	PH_NOTICE_#1_Spanish_021722.pdf	Public Hearing Notice - Spanish

## Coalinga City Council Redistricting

## Governed by:

- U.S. Constitution
- Federal Voting Rights Act
- California Elections Code
- California Constitution
- Case Law

## Federal Laws:

- 1. Each council district shall contain a nearly equal population (Less than 10% Deviation is presumptively valid); and
- 2. Each council district shall be drawn in a manner that complies with the Federal Voting Rights Act. No council district shall be drawn with race as the predominate factor in violation of the principles established by the United States Supreme Court in *Shaw v. Reno*, 509 U.S. 630 (1993), and its progeny.

California Criteria for Cities (to the extent practicable and in the following order of priority):

- Geographically contiguous (areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or ferry service are not contiguous).
- 2. Undivided neighborhoods and "communities of interest" (Socio-economic geographic areas that should be kept together for purposes of its effective and fair representation).
- 3. Easily identifiable boundaries.
- 4. Compact (do not bypass one group of people to get to a more distant group of people).
- 5. Prohibited: "Shall not favor or discriminate against a political party."

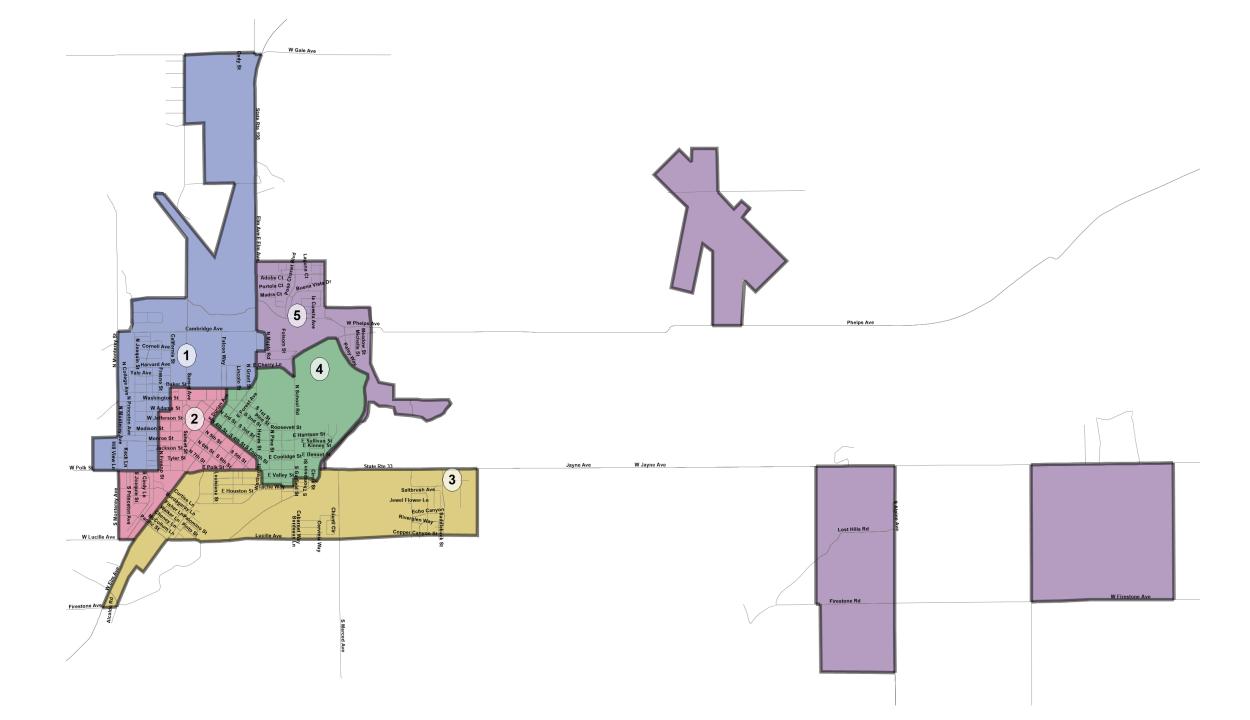
- Neighborhoods and Communities of Interest preserve communities sharing common interests
  - Neighborhoods, Cities
  - Example of Common Interests
    - Land Use patterns (suburban, industrial, commercial)
    - Cultural and Language characteristics
    - Income Level
    - Educational Background; Employment and Economic patterns
    - Crime, schools, other common issues
  - Obtain public testimony and consider census data, City neighborhood information, planning information, etc.

## Coalinga City Council Districts

	2020 Census State Adjusted Population								2020 Census Unadjusted			
District	Population	Deviation	% Deviation	Latino	White	Black	American Indian	Asian	Hawaiian Pacific Islander	Other Race	Multi Minority Race	Population
1	2347	-549	-19.0%	52.9%	37.5%	2.4%	2.1%	3.1%	0.1%	1.3%	0.6%	2328
2	2647	-249	-8.6%	64.8%	28.1%	3.5%	1.4%	1.2%	0.0%	0.9%	0.1%	2632
3	3497	601	20.8%	70.3%	18.9%	4.1%	0.8%	4.5%	0.2%	0.6%	0.6%	3482
4	2721	-175	-6.0%	71.7%	20.6%	2.3%	1.3%	2.4%	0.2%	1.2%	0.2%	2710
5	3267	371	12.8%	64.6%	27.3%	3.6%	1.3%	2.1%	0.2%	0.4%	0.6%	6438

		2020 Census State Adjusted Voting Age Population								abulation Ci	tizen Votin	g Age Popı	ulation
				American		Hawaiian		Multi					
District	Latino	White	Black	Indian	Asian	Pacific	Other Race	Minority	Latino	White	Black	Asian	All Other
				mulan		Islander		Race					
1	48.9%	40.7%	2.5%	2.4%	3.9%	0.0%	1.1%	0.5%	39.0%	56.6%	1.5%	0.8%	2.2%
2	60.6%	32.1%	3.7%	1.5%	1.1%	0.0%	0.9%	0.1%	48.1%	47.9%	3.2%	0.9%	0.3%
3	66.3%	22.0%	4.6%	0.9%	4.9%	0.2%	0.5%	0.5%	52.4%	38.1%	4.8%	3.2%	1.7%
4	66.9%	24.7%	2.5%	1.1%	2.8%	0.3%	1.6%	0.3%	52.2%	36.3%	5.4%	2.5%	3.8%
5	62.4%	28.9%	4.2%	1.4%	2.0%	0.2%	0.3%	0.6%	60.1%	28.6%	2.6%	3.5%	5.6%

		2019 American Community Survey Socio-economic Characteristics											
	Household Income					Education Level				Language Spoken at Home			
District	Less than \$35K	\$35K to \$74,999	\$75K to \$149,999	\$150K or More	Income Below Poverty	No High School Diploma	No College Degree	Any College Degree	Owner Occupied Housing	English Only	Spanish	Asian Language	Other Language
1	20.9%	23.5%	45.9%	9.7%	18.9%	13.6%	59.4%	27.0%	64.9%	80.1%	18.0%	1.4%	0.6%
2	41.1%	22.2%	23.3%	13.5%	19.3%	30.5%	36.9%	32.5%	44.3%	78.6%	19.4%	1.4%	0.6%
3	25.0%	36.4%	27.2%	11.4%	20.9%	19.0%	64.5%	16.5%	52.1%	47.1%	50.2%	1.4%	1.2%
4	42.6%	26.9%	18.0%	12.5%	24.7%	31.8%	43.8%	24.3%	41.5%	57.6%	39.6%	1.7%	1.2%
5	33.4%	28.0%	24.8%	13.9%	20.6%	39.5%	51.3%	9.2%	69.8%	47.6%	48.8%	2.4%	1.2%





The City invites the community to attend public hearings to provide input on the Coalinga City Council election district map for the 2020 Census redistricting process.

## **EVENT**

## DATE & TIME & LOCATION

PUBLIC HEARING

Thursday, February 17, 2022; 6:00 p.m.

Pre-Draft Map, Discussion, Summary of Redistricting Law, Criteria, 2020 Census, and

Process

City Council Chamber

PUBLIC HEARING,

Thursday, March 3, 2022; 6:00 p.m.

Community Input and District Alternatives,

City Council Consideration and Direction Regarding Draft Map City Council Chamber

**PUBLIC HEARING** 

Thursday, March 17, 2022; 6:00 p.m.

Public Input on Draft Map City Council Chamber

PUBLIC HEARING

Thursday, April 7, 2022; 6:00 p.m.

City Council Chamber

Presentation of Proposed Resolution and City Council Member District Boundaries Map, Public Input, and City Council Action on

Resolution

All public hearings will be held in the Coalinga City Council Chambers located at 155 W. Durian Avenue Coalinga, CA 93210

For questions or to submit Comments please contact City Clerk's Office (559) 935-1533 sjensen@coalinga.com

## CITY COUNCIL REDISTRICTING PUBLIC HEARING



Public Hearing to Receive Input from the Community Regarding the Redrawing of Election District Boundaries.

This will be the first in a series of four public hearings to obtain public input on the future of redrawing the City Council Election District Boundaries. The Community's input is extremely important to this process.

The Hearing is open to the public and any person present will have the opportunity to be heard.

## **Date and Time**

Thursday, February 17, 2022 at 6:00pm Coalinga City Council Chambers 155 W. Durian Avenue, Coalinga, CA 93210

For further information regarding this matter, please contact the Office of the City Clerk

Call: (559) 935-1533 x 113 Email: <u>sjensen@coalinga.com</u>

## AUDIENCIA PÚBLICA DE REDISTRIBUCIÓN DE DISTRITOS DEL CONCEJO MUNICIPAL



Audiencia pública para recibir aportes de la comunidad sobre el rediseño de los límites de los distritos electorales.

Esta será la primera de una serie de cuatro audiencias públicas para obtener opiniones del público sobre el futuro de la redefinición de los límites del distrito electoral del concejo municipal. El aporte de la comunidad es extremadamente importante para este proceso.

La audiencia está abierta al público y cualquier persona presente tendrá la oportunidad de ser escuchada.

## Fecha y Hora

Jueves, febrero 17, 2022 a las 6:00pm Cámaras del concejo de la ciudad de Coalinga 155 W. Durian Avenue, Coalinga, CA 93210

Para obtener más información sobre este asunto, comuníquese con la oficina de la secretaria municipal de la ciudad Llamé al: (559) 935-1533 x 113

Correo Electrónico: sjensen@coalinga.com

## $\begin{array}{c} \textbf{STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE} \\ \textbf{AUTHORITY} \end{array}$

Meeting Date:	February 17, 2022						
From:							
Prepared by:	Shannon Jensen, City Clerk	annon Jensen, City Clerk					
I. RECOMM	ENDATION:						
II. BACKGR	OUND:						
III. DISCUSS	ION:						
IV. ALTERNA	TIVES:						
V. FISCAL IN	МРАСТ:						
ATTACHMENT	ΓS:						
File Name	e	Description					
MINUTES_F	or_Approval_020322.pdf	Minutes - February 3, 2022					

Approve MINUTES - February 3, 2022

Subject:

# MINUTES CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA February 3, 2022

## 1. CALL TO ORDER 6:00PM

Council Members Present: Ramsey, Singleton, Adkisson, Ramirez, Horn

Others Present: City Manager Marissa Trejo, Assistant City Attorney Sebastian Silveira,

Interim Chief of Police Jose Garza, Assistant City Manager Sean Brewer, Financial Services Director Jasmin Bains, City Treasurer Dawn Kahikina, Fire Chief Greg DuPuis, Administrative Analyst Mercedes Garcia, Larry Miller, Public Works and Utilities Coordinator, and City Clerk Shannon Jensen

Council Members Absent: None

Others Absent: None

Changes to the Agenda: City Manager Marissa Trejo announced that Item No. 5.18 will be pulled from

the Agenda.

Motion by Horn, Second by Ramirez to Approve pulling Item No. 5.18 and Approve the Agenda for the meeting of February 3, 2022. Motion **Approved** by Roll-Call 5/0 Majority Vote.

## 2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

2021 Firefighter of the Year Award

Fire Chief Greg DuPuis presented Firefighter Emil Diaz De Leon with the 2021 Firefighter of the Year Award.

2. 2021 Police Officer of the Year Award

Chief of Police Darren Blevins presented Francisco Ybarra with the 2021 Police Officer of the Year Award.

Introduce Interim Police Chief Jose Garza

Chief of Police Darren Blevins introduced Interim Chief of Police Jose Garza.

4. Final Remarks from Police Chief Darren Blevins

Chief of Police Darren Blevins gave his final remarks.

Mayor Ramsey called for a break at 6:26pm.

Mayor Ramsey resumed the Meeting at 6:53pm.

## 3. CITIZEN COMMENTS

The following individual(s) spoke under Citizen Comments:

Kenneth Smith thanked all those who have donated money and assisted with the efforts to beautify the City and surrounding areas.

Nathan Vosburg thanked Kenneth Smith for his efforts. Mr. Vosburg requested that Council reach out to the County for assistance in cleaning the areas just outside the City.

Mr. Vosburg spoke in favor of the City's efforts to keep and attract police personnel.

## 4. PUBLIC HEARINGS

None

## 5. CONSENT CALENDAR

- 1. Approve MINUTES January 20, 2022
- Check Register: 12/01/2021 12/31/2021
- Information Only: Sales Tax Update Quarter 3 2021
- 4. Information Only: Moving the Location of the Dog Park
- Information Only: Current Water Status Report
- 6. Information Only: Electricity Capacity in Coalinga
- 7. Authorize Police Office Ybarra to Purchase K-9 Eli
- 8. Authorize Changes to Police Department Take Home Vehicle Policy to Incorporate K-9 Officer Position(s)
- 9. Authorize City Manager to Create and Implement Home Buyer Program for Coalinga Police Department Officers, Corporals and Sergeants
- 10. Authorize Two Additional Police Corporal Positions
- 11. Authorize a Fifth Police Sergeant Position
- 12. Authorize City Manager to Execute a Professional Services Work Order with Tri City Engineering for Animal Shelter Building and Site Improvement Project
- 13. Notice of Completion for 2021 Rubberized Cape Seal Project

- 14. Notice of Completion for Paving of Various Dirt Alleys Federal Project No. CML-5146(21)
- 15. Approval of Resolution No. 4060 Authorizing the City Manager to submit CalRecycle Grant Application(s) and the Associated Grant Documents as Required for Participation in the Grant Program to Implement SB 1383 Organic Waste Regulations
- 16. Adopt Resolution No. 4061 Amending the General Pay Scale
- 17. Declare Items as Surplus Property and Authorize Disposal
- 18. Authorize a City Sponsored Clean Up Day for Non-Profit Organizations

Item No. 5.18 was pulled from the Agenda during Changes to the Agenda.

- Authorize the City Manager to Enter into an Agreement with Compass Demographics for Redistricting Services
- 20. Annual Review of City of Coalinga Council Rules of Procedure

Motion by Adkisson, Second by Singleton to Amend Item No. 5.8 to Include Language for a 50-mile Radius and Approve Consent Calendar Item Nos. 5.1 through 5.17 and 5.19 through 5.20. Motion **Approved** by Roll-Call 5/0 Majority Vote.

## 6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

 City Council Discussion and Direction related to the 6th Cycle Fresno County Multi-Jurisdictional Housing Element Approach

Sean Brewer, Assistant City Manager

Assistant City Manager Sean Brewer gave a brief overview.

Consensus of the Council is for staff to move forward and bring back an MOU for Council's consideration and approval to participate in the 6th Cycle Multi-Jurisdictional Housing Element.

## 7. ANNOUNCEMENTS

## City Manager's Announcements:

City Manager Marissa Trejo announced that the City staff spent a lot of time applying for funds from the Department of Water Resources to cover arrearages on customer accounts. The process was very time consuming for Finance staff to go through this process. This was a benefit for the rate payer and those account holders who were delinquent on their utilities for water service for the period specified in the program due to the covid pandemic, all received a credit on their bill. This credit will show on the most recent bill that just went out.

Mrs. Trejo reminded the community that the Gimme Love Fund raiser dinner will be on Thursday, February 10, 2022 and tickets are still available.

## Council Member's Announcements:

Councilman Ramirez thanked Mr. Smith for all the work he is doing to help keep the community beautiful and agrees that the County to needs to be more involved.

Councilman Ramirez asked for prayers for his nephew, as his cancer is back.

## Mayor's Announcements:

City Manager Marissa Trejo announced that Gimme Love is accepting donations of dry dog food for the Pounds of Love Program started by Melanie Vargas last year. Donations can be dropped off at Gimme Love.

## 8. FUTURE AGENDA ITEMS

Mayor Ramsey requested that certificates issued by the City be redeveloped so they are enhanced.

Mayor Ramsey announced that the Bird Scooters are now available throughout town.

## 9. CLOSED SESSION

- CONFERENCE WITH LABOR NEGOTIATORS Government Code 54957.6. CITY NEGOTIATORS: City Manager Marissa Trejo and City Attorney Mario Zamora. EMPLOYEE (ORGANIZATION): Coalinga Police Officers' Association and Nonrepresented Employees
- REAL PROPERTY NEGOTIATIONS Government Code Section 54956.8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. PROPERTY: Vacant Land (APNs: 072-104-26) located in the City of Coalinga at the SW corner of Fifth Street and Cedar Avenue. CITY NEGOTIATORS: City Manager, Marissa Trejo and City Attorney Mario Zamora. NEGOTIATING PARTIES: Motte J M Trustee. UNDER NEGOTIATION: Price and Term of Payment
- 3. REAL PROPERTY NEGOTIATIONS Government Code Sectoin 54956.8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. PROPERTY: Vacant Land located in the City of Coalinga at 131 E. Cedar Avenue. CITY NEGOTIATORS: City Manager, Marissa Trejo and City Attorney, Mario Zamora. UNDER NEGOTIATION: Price and Term of Payment

## 10. CLOSED SESSION REPORT

None

none		
11. ADJOURNMENT 7:17 PM		
Ron Ramsey, Mayor	_	
Shannon Jensen, City Clerk	_	
Date	_	

## STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Adopt Resolution No. 4062 Approving the Emergency Operations Plan- Updated

2022

Meeting Date: Thursday, February 17, 2022
From: Marissa Trejo, City Manager
Prepared by: Greg DuPuis, Fire Chief

## I. RECOMMENDATION:

The Fire Chief and City Manager recommend that Council approve the adoption of Resolution No. 4062, Emergency Operations Plan- Updated 2022.

## II. BACKGROUND:

An Emergency Operations Plan is required for local government in California. The guidelines are derived from the United States Department of Homeland Security/Federal Emergency Management Agency (FEMA) and modified by the State Office of Emergency Services. The emergency plan provides a broad legal framework for management of emergencies. Staff has revised the current emergency plan, which was adopted by Council in 1996 and updated in 2007. The revised plan complies with the Standardized Emergency Management System (SEMS) and conforms to the requirements of the National Incident Management System (NIMS) as mandated by FEMA.

Coalinga Municipal Code Section 4-2.07 provides for the development, approval, and adoption of the emergency plan. The Coalinga Disaster Council is responsible for the development of the City's emergency plan. The City Council decides if the emergency plan should be approved. If approved, the emergency plan must be formally adopted by Council resolution.

## III. DISCUSSION:

In March of 2021 the Fire Chief began working with Jennings Consulting, an emergency management firm to update the City's Emergency Operations Plan. The most notable changes include reformatting the Plan to comply with the Federal Emergency Management Agency's (FEMA) Comprehensive Preparedness Guide (CPG) 101, Developing and Maintaining Emergency Operations Plans, and the incorporation of Emergency Support Functions (ESF).

Generally, emergencies and disasters are managed at the local level. However, assistance is often needed from other jurisdictions and agencies. To successfully manage a large-scale emergency, coordination among the emergency responders is essential. Predicated on this principle, in 1996, and then again in 2007, City Council adopted an emergency plan, which incorporated the Standardized Emergency Management System ("SEMS"). The SEMS regulations called for improved coordination of local and state emergency response efforts in California. In February 2003, the President issued Homeland Security Presidential Directive-5, which directed the Secretary of Homeland Security to develop and administer the National Incident Management System ("NIMS"). This system provides for a consistent nationwide approach for Federal,

State, and local governments to effectively and efficiently collaborate to prepare for, respond to, and recover from disastrous events, regardless of cause, size, or complexity. The City's emergency plan was also revised to reflect these federal standards.

The City of Coalinga's Emergency Operations Plan is the official foundational document for emergency preparedness. It describes in broad terms key issues including: the responsibilities of the City; the processes used during emergency operations and procedures for rendering or requesting mutual aid; the direction and control within the agency; continuity of government; specific emergency authorities that staff may assume; internal emergency notifications; Emergency Management Organization (EMO) staffing; reporting mechanisms for the EOC; and cleanup and recovery operations.

The updated EOP reflects current best management practices and format, including keeping the basic plan as concise as possible, and complies with the most recent EOP and emergency preparedness guidance from the Federal Emergency Management Agency (FEMA) and the State of California Office of Emergency Services.

## **IV. ALTERNATIVES:**

- 1. Do not adopt the resolution for the City of Coalinga Emergency Operations Plan Updated 2022. Not Recommended
  - a. If Council does not adopt the resolution of the City of Coalinga Emergency Operations Plan Updated 2022 that conforms to SEMS/NIMS guidelines and retains the old Emergency Operations Plan, then due to the age of the existing Emergency Operating Plan the City's eligibility for emergency-related grant funding may be jeopardized.

City of Coalinga EOP part 2

## V. FISCAL IMPACT:

Digital City of Coalinga EOP PART 2 FINAL PDF Version.pdf

None

## ATTACHMENTS:

File Name

Description

RESO#4062\_Adopting\_Updated\_Emergency\_Operations\_Plan\_021722.pdf

Resolution No. 4062

City\_of\_Coalinga\_EOP\_Part\_1\_FINAL\_PDF\_Version.pdf

City\_of\_Coalinga\_EOP\_Part\_1

### **RESOLUTION NO. 4062**

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA ADOPTING THE EMERGENCY OPERATIONS PLAN-UPDATED 2022

**WHEREAS**, The City Council of the City of Coalinga has developed an updated Emergency Operations Plan (EOP) to help coordinate resources to make the City safer and better prepared to deal with all hazards and emergencies; and

**WHEREAS**, Government Code Sections 8568 and 8607 and Coalinga Municipal Code Section 4-2.07 require the City to develop and maintain an EOP that provides for effective mobilization of all resources of the City, both public and private, to meet any condition constituting a Local Emergency, State of Emergency or State of War Emergency; and

WHEREAS, the City previously adopted EOP in 1996 and 2007; and

**WHEREAS**, the City must maintain an updated EOP to remain eligible for emergency-related reimbursements and grant funding opportunities, and has updated the EOP to meet current standards and best practices for such documents.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Coalinga as follows:

- The City of Coalinga Emergency Operations Plan-Updated 2022, a copy of which is now on file in the Office
  of the City Clerk, and which is incorporated herein by reference, is hereby approved, and adopted as the
  Emergency Plan and Standardized Response System for the City. The Director of Emergency Services
  shall keep the Plan and Response System current.
- 2. The Emergency Operations Plan-Updated 2022, supersedes the Emergency Plan and Response System for the City which was adopted by Resolution No. 3257. Resolution No. 3257 shall be of no further force and effect.

**PASSED AND ADOPTED** by the City Council of the City of Coalinga at a Regular meeting held on the **17th** day of February 2022, by the following vote:

AYES:	
NOES:	
ABSTAINED:	
ABSENT:	
	APPROVED:
	Mayor, Ron Ramsey
ATTEST:	
City Clerk / Deputy City Clerk	



## CITY OF COALINGA

The Sunny Side of the Valley

## EMERGENCY OPERATIONS PLAN

PART 1: BASE PLAN

CITY OF COALINGA, CA

January 2022



## CITY OF COALINGA

EMERGENCY OPERATIONS PLAN

PART 1: BASE PLAN

2021



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## **EMERGENCY OPERATIONS PLAN**

PART 1: BASE PLAN AUGUST 2021

This document and plan development training were funded BY 2019 PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC) Funding.

PREPARED FOR	PREPARED BY
City of Coalinga Fire Department	The JENNINGS CONSULTING Group San Diego, CA



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# 1.2 Letter of Promulgation

To: City Officials, Employees and Residents

The preservation of life, property and the environment are inherent responsibilities of local, state, and federal governments. As disasters can occur at any time, the City must provide safeguards that will save lives and minimize property and environmental damage through careful planning, preparedness measures and training. Sound emergency plans carried out by knowledgeable and well-trained personnel can and will minimize losses.

The City's Emergency Operations Plan (EOP) establishes an Emergency Management Organization and assigns functions and tasks consistent with California's Standardize Emergency Management System (SEMS) and the National Incident Management System (NIMS). It provides for the integration and coordination of planning efforts through a whole community approach and authorizes city personnel to perform their duties and tasks before, during, and after an emergency.

The City of Coalinga has prepared this Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) compliant to provide a framework for city-wide response to any emergency. This plan was developed for city departments and local special districts with emergency services responsibilities within the City. The content is based upon guidance approved and provided by the Federal Emergency Management Agency and the California Office of Emergency Services. The intent of the plan is to provide direction on how to respond to an emergency from the onset, through an extended response and into the recovery process.

This EOP establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for coordination of planning efforts for respective staff.

Once adopted, this plan is an extension of the County of Fresno Emergency Response Plan and the California Emergency Plan. It will be reviewed and tested periodically and revised as necessary, This EOP will be reviewed and exercised periodically and revised as necessary to satisfy changing conditions and needs, and/or to meet changing conditions such as lessons learned from an actual disaster or emergency; and/or changes in State/Federal guidance.

This EOP will be reviewed and exercised periodically and revised as necessary to satisfy changing conditions and needs.

This EOP will be submitted to the City Council for review, and, upon their concurrence, officially adopted and promulgated.

This promulgation shall be effective upon its signing and shall remain in effect until amended or rescinded by further promulgation. The promulgation of this EOP further



affirms the City's support for emergency management, and a safe and resilient
community.

Marissa Trejo City Manager



# 1.3 Approval & Implementation

The City Emergency Operations Plan addresses the City's planned response to extraordinary emergency situations associated with natural or man-made disasters under an all-hazards approach. This plan does not apply to normal day-to-day emergency incidents, or the established departmental procedures used to cope with such emergencies. Instead, this plan focuses on operational concepts that would be implemented in large-scale disasters, which can pose major threats to life, property, and the environment, requiring unusual emergency responses.

This plan accomplishes the following:

- Establishes the Emergency Management Organization required to mitigate any significant emergency or disaster affecting the city.
- Identifies the roles and responsibilities required to protect the health and safety
  of city residents, public and private property, and the environment, due to
  natural or human-caused emergency disasters.
- Establishes the operational concepts associated with a field response to emergencies, the City's Emergency Operation Center (EOC) activities and the recovery process.

Upon concurrence of the City Council, the plan will be officially adopted and promulgated. The approval date will be included on the title page and the plan will be distributed to city departments, supporting agencies and community organizations having primary responsibilities with the Emergency Operations Plan, as necessary.

Upon the delegation of authority from the City Manager, specific modifications can be made to this plan without the signature of the City Council. This Emergency Operations Plan and attachments supersede all previous versions of the City's Emergency Operations Plan.



# 1.4 Plan Concurrence

The following list of signatures documents each City Council Member's concurrence and receipt of the 2021 City Emergency Operations Plan.

Ron Ramsey	
Mayor	Date
Day Cingleton	
Ray Singleton	
Mayor Pro-Tem	Date
Adam Adkisson	
Councilmember	Date
Jose Manny Ramirez	
Councilmember	Date
James Horn	
Councilmember	Date



# 1.5 Record of Changes

Version Number	Date of Change	Change Made By	Date of Approval	Change Approved by	Description of change
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					



# 1.6 Record of Distribution

Recipient Name	Recipient Title	Recipient Agency	Date of Delivery	Number of Copies Provided



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# 2 Purpose, Scope, Situation and Assumptions

# 2.1 Purpose

The purpose of the City Emergency Operations Plan is to provide the planning basis for a coordinated response to extraordinary emergency situations associated with natural, and human-caused emergencies or disasters within or affecting the City of Coalinga. This plan is the principal guide for the City's response to, management of, and recovery from real or potential emergencies and disasters occurring within its designated geographic boundaries. Specifically, this plan is intended to:

- Outline the methods and procedures used by emergency management personnel to assess emergency situations and take appropriate actions to save lives and reduce injuries, prevent, or minimize damage to public and private property, and protect the environment.
- Identify the components of an Emergency Management Organization and establish associated protocols required to effectively respond to, manage and recover from major emergencies and disasters.
- Develop a whole community approach to emergency management to facilitate a response that is inclusive of the entire community.
- Identify the organizational framework for the overall management and coordination of emergency operations in the city by implementing the National Incident Management System (NIMS) and Standardized Emergency Management System (SEMS).
- Identify the responsibilities of local, state, and federal agencies in the event of an emergency or disaster affecting the city.
- Define the operational concepts and procedures associated with the EOC interface with the field emergency responders.
- Facilitate mutual aid to supplement local resources.
- Facilitate multi-agency and multi-jurisdictional coordination between local government, the private sector, operational area (OA), state, and federal agencies.
- Support the provision for emergency public information, including information on personal protective actions the public can take.
- Serve as an operational plan and reference document, that can be used for pre-emergency planning in addition to emergency operations.
- Use in coordination with applicable local, state, and federal contingency plans.

This EOP is intended to conform to the requirements of the National Incident Management System (NIMS), Standardized Emergency Management System (SEMS), Incident Command System (ICS), and the California State Emergency Plan for managing response to multi-agency and multi-jurisdictional incidents, and to be consistent with federal and state emergency plans and guidance documents.



Allied agencies, special districts, private enterprise, and volunteer organizations that have roles and responsibilities in this plan are encouraged to develop operating protocols and emergency action checklists to support their responsibility to this plan.

Finally, this plan is divided into two parts that contain general and specific information relating to city emergency management operations. Those parts are as follows:

Part 1: Basic Plan. This part provides the structure and organization of the city's emergency management structure, identifies roles and responsibilities, describes the concept of emergency operations, and identifies how the city implements SEMS and NIMS, as established by federal and state emergency management entities.

Part 2: EOC Management and Plan Implementation. This part provides an introduction to EOC operations, processes, considerations, EOC sections and positions, and provides supporting documentation such as job aids and forms to support an EOC activation.

#### 2.2 Scope

The policies, procedures and provision of this plan are applicable to all agencies and individuals, public and private, having responsibilities for emergency preparedness, response, recovery and/or mitigation activities within the City.

This document is not intended to be an overview of the city/jurisdiction Emergency Operations Center functions, procedures, section responsibilities, or positions specific standard operating procedures. These issues are covered more specifically in Part II of this plan.

The plan applies to any extraordinary situation associated with any hazard, natural, or human-caused, which may affect the City as well as situations requiring a planned and coordinated response by multiple agencies or jurisdictions. For emergency planning and operations, the City of Coalinga is a part of the Fresno County Operational Area.

This EOP provides guidance on response to the Coalinga's most likely and demanding emergency conditions. It does not supersede the well-established operational policies and procedures for coping with and responding to day-to-day emergencies involving law enforcement, the fire service, medical aid, transportation services, flood control, or other discipline-specific emergency response systems. It is intended as a supplement and compliment to such systems. This EOP does however place emphasis on those unusual and unique emergency conditions that will require extraordinary response beyond the ability of any one or common set of organizations to respond. Neither does this EOP include detailed response level operating instructions or procedures. Each organization identified in this EOP is responsible for, and expected to develop, implement, and test policies, instructions, and standard operating procedures (SOPs) or checklists that reflect the tactical, operational, strategic, and executive mission spaces and incident



management concepts contained in this EOP. Coordinated response and support roles must be defined by these organizations to facilitate the ability to respond to and manage any given incident.

Incorporating the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining Emergency Operations Plans, November 2020, Version 3.0 (draftv0.5), the CalOES Emergency Operations Plan Crosswalk - Local Government, 2020; the Fresno County Operational Area Emergency Response Plan, and the State of California Emergency Plan best practices, this plan is designed to be read, understood and exercised prior to an emergency and establishes the framework for the implementation of the Standardized Emergency Management System and National Incident Management System for the City.

This plan will be used in coordination with the State Emergency Plan and the National Response Framework.

#### 2.3 Authorities

The following local, state and federal legal authorities guide emergency activity in the City of Coalinga

# **City of Coalinga**

 Coalinga, California Municipal Code, Title 4 (Public Safety), Chapter 2 (Emergency Preparedness)

https://library.municode.com/ca/coalinga/codes/code\_of\_ordinances?nodeId =CD\_ORD\_TIT4PUSA\_CH2EMPR

#### Fresno County

- Fresno County Ordinance Code (Title 2, Chapter 2.44 Emergency Organization).
- Fresno County Board of Supervisors Resolution Establishing the Fresno County Operational Area and the County-wide Standardized Emergency Management System (November 1995).

#### State of California

- California Disaster Assistance Act (California Government Code, Chapter 7.5 of Division 1 of Title 2, Section 8680-8690.7)
- California Disaster and Civil Defense Master Mutual Aid Agreement, November 15, 1950
- California Emergency Services Act (California Government Code, Chapter 7 of Division 1 of Title 2, Section 8550-8668)
- Emergency Management Assistance Compact (2005) (179-179.9)



- Governor of the State of California, Executive Order S-2-05, February 8, 2005
- Standardized Emergency Management System (SEMS) Regulations (Title 19, Title 2, California Code of Regulations, Section 2400-2450)
- Medical Health Operational Area Coordinator (MHOAC) Health & Safety Code Division 2.5, Article 4, Section 1797.153

#### **Federal**

- Federal Civil Defense Act of 1950 (Public Law, as amended)
- Homeland Security Presidential Directive 5, 2005, National Incident Management System
- Presidential Policy Directive 8 March 30, 2011, National Preparedness
- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288, as amended)
- Title 44, Code of Federal Regulations
- U.S. Army Corps of Engineers Flood Fighting (Public Law 84-99)

The elected representatives of Coalinga perform legally prescribed roles established under the State Constitution, legislature-passed statutes, the City Charter and local ordinances. In their elected capacity, these officials set public policy, determine the present and future needs of the City and establish a budget to finance government programs.

Details regarding Emergency Proclamations is detailed in section 3.1.3 of this plan.

Additional information regarding the role of Elected Officials is detailed in section 4.1 of this EOP.

#### 2.3 Situation

Nestled in the Pleasant Valley at the eastern edge of California's Coastal Mountain Range, surrounded by hills and ranches, Coalinga is 10 miles west of I-5 and 60 miles southwest of the City of Fresno, Coalinga is a full-service city that provides a wide range of services to approximately 18,000 citizens. Coalinga has an excellent school system, regional medical center, parks and recreation district, a 2-year community college.

The City of Coalinga has identified natural and manmade positional hazards which could result in emergencies or catastrophic disasters in or near the City of Coalinga. This EOP was developed using an all-hazards planning approach and leverages the specific hazard and vulnerability findings that are identified in the Fresno County Multi-Hazard Mitigation Plan (2018), which include, but are not limited to:

- Earthquake
- Wildfire
- Flooding



- Dam/Levee Failure
- Severe Weather
- Pandemic
- Drought
- Windstorm
- HazMat Incident

More detailed information regarding the hazards to the County and the City can be found in the current Fresno County Multi-Hazards Mitigation Plan (2017-18)<sup>1</sup>.

# 2.4 Planning Assumptions

The following are assumptions used during the development of this plan. These assumptions translate into basic principles for conducting emergency management operations in preparation for, response to and recovery from major emergencies.

- Emergencies or disasters may occur at any time, day, or night, in populated and remote areas of the City.
- Major emergencies and disasters will require a multi-agency, multi-jurisdictional response. Therefore, it is essential that NIMS, SEMS, and ICS are implemented immediately by responding agencies, and expanded as the situation dictates.
- Large-scale emergencies and disaster may overburden local resources and require the need for mutual aid from neighboring jurisdictions.
- Large-scale emergencies and disasters and the complex organizational structure required to respond to them pose significant challenges in terms of warning and notification, logistics, and agency coordination.
- The City is primarily responsible for emergency actions within city boundaries and will commit all available resources to save lives, minimize injury to persons, protect the environment and minimize property damage.
- Major emergencies and disasters may generate widespread media and public interest; information provided to the public needs to be accurate and timely. Additionally, the media must be considered an ally in largescale emergencies and disasters; it can provide considerable assistance in emergency public information and warning.
- Large-scale emergencies and disaster may pose serious long-term threats to public health, property, the environment, and the local economy. While

<sup>&</sup>lt;sup>1</sup> The Fresno County Multi-Hazard Mitigation Plan (LHMP) is a multi-jurisdictional plan that geographically covers everything within Fresno County's jurisdictional boundaries. In 2017-2018, 17 jurisdictions including Coalinga participated in developing the plan. The primary purpose of the LHMP is to update is to reduce or eliminate long-term risk to people and property from natural hazards and their effects on the Fresno County, California planning area.



- responding to significant disasters and emergencies, all strategic decisions must consider each of these threats.
- Disasters and emergencies may require an extended commitment of personnel and other resources from involved agencies and jurisdictions.
- The Emergency Management Organization is familiar with this plan, supporting documentation, and NIMS, SEMS, and ICS.

It is the City's intent to fulfill the policies describe here, within the capabilities and resources available at the time of an emergency or disaster.

This plan uses the whole community concept where residents, emergency management representatives, organizational and community leaders, and government officials can understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their resources, capabilities, and interest. Engaging in the whole community emergency management planning process, builds a more effective path to societal security and resilience. This plan supports the following whole community principles:

- Understand and meet the needs of the entire community, including people with disabilities and those with other access and functional needs.
- Engage and empower all parts of the community to assist in all phases of the disaster cycle.
- Strengthen what works well in communities on a daily basis.

In keeping with the whole community approach, this plan was developed with representation from city departments and various other stakeholders. The effectiveness of the emergency response is largely based on the preparedness and resiliency of the community.

Community Resiliency Consists of Three Key Factors:

- 1. The ability of first responder agencies (e.g., fire, law etc.) to divert from their day-to-day operations to the emergency disaster effectively and efficiently.
- 2. The strength of the emergency management system and organization with the region, to include Emergency Operations Centers (EOCs), mass notification systems and communication systems.
- 3. The preparedness of the region's citizens, businesses, and community organizations.

By focusing on enhancing all three of these components, the City is improving not only the city's resiliency to emergency disaster, but also the regions.





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# **3 Concept of Operations**

# 3.1 Response

During a major emergency response, the City of Coalinga is a part of the Fresno County Operational Area and will work in coordination with numerous governmental, non-governmental, and private organizations. To enable a multi-faceted operation, the City



follows a specific response structure that designates the way local, county, and statelevel entities coordinate and communicate during emergency response operations.

This Concept of Operations provides guidance to City decision makers and plan users regarding the sequence and scope of actions to be taken during a citywide emergency response.

The response phase concept of operations the City practices can be summarized in six key elements: (1) goals, priorities, and strategies; (2) plan activation; (3) proclaiming an emergency; (4) presidential declarations; (5) emergency management response levels; and (6) the sequence of events during disasters.

### 3.1.1 Goals, Priorities and Strategies

Operational Goals: During the response phase, the agencies charged with responsibilities in this plan should focus on the following five goals:

- Mitigate Hazards
- 2 Meet basic human needs
- 3 Address needs of People with Access and Functional Needs
- 4 Restore essential services
- 5 Support community and economic recovery

Operational Priorities: Operational priorities govern resource allocation and the response strategies for the City and its political subdivisions during an emergency. Below are operational priorities addressed in this plan:

- **Save Lives** The preservation of life is the top priority and takes precedence over all other considerations.
- **Protect Health and Safety** Measures should be taken to mitigate the impact of the emergency on public health and safety.
- **Protect Property** All feasible efforts must be made to protect public and private property and resources, including critical infrastructure, from damage during and after an emergency.
- **Preserve the Environment** All possible efforts must be made to preserve the environment and protect it from damage during an emergency.

Operational Strategies: To meet the operational goals, emergency responders should consider the following strategies:

- **Mitigate hazards** –As soon as practical during the disaster response; suppress, reduce, or eliminate hazards/risks to people, property, and the environment to lessen their actual or potential effects/consequences.
- Meet basic human needs –All possible efforts must be made to supply resources
  to meet basic human needs, including food, water, accessible shelter, medical
  treatment, and security during an emergency.



- Address needs of individuals with disabilities or access and functional needs People with access and functional needs are more vulnerable to harm during and after an emergency. The needs of these individuals must be considered and addressed.
- **Restore essential services** –Power, water, sanitation, accessible transportation, and other essential services must be restored as quickly as possible to assist communities in returning to normal daily activities.
- Support Community and Economic Recovery –All members of the community
  must collaborate to ensure recovery operations are conducted efficiently,
  effectively, and equitably. Promoting expeditious recovery of the affected
  areas.

#### 3.1.2 Plan Activation

The City EOP may be activated by the City Manager, the City of Coalinga Fire Chief, or designated alternates who then functions as the Emergency Director for the City of Coalinga and is authorized to activate the City of Coalinga Emergency Operations Center (EOC.)

The EOP may be activated under any of the following circumstances:

- By order of the City Manager as designated by the City Municipal Code or as needed on the authority of the City Manager or designee based on incident complexity.
- Upon proclamation by the Governor that a State of Emergency exists.
- Automatically on the proclamation of a State of War Emergency.
- Upon declaration by the President, of the existence of a National Emergency.
- Automatically, on receipt of an attack warning or actual attack on the United States, or upon occurrence of a catastrophic disaster that requires immediate government response.

# 3.1.3 Proclaiming an Emergency

The California Emergency Services Act provides for three types of emergency proclamations in California: (1) Local Emergency, (2) State of Emergency, (3) State of War Emergency.

Emergency proclamations expand the emergency powers and authorities of the State and its political subdivisions. They also provide a mechanism for unaffected jurisdictions to provide resources and assistance to affected jurisdictions. Although emergency proclamations facilitate the flow of resources and support to the affected jurisdiction



and local government, they are not a prerequisite to providing mutual aid and assistance under existing agreements or requesting assistance from agencies such as the American Red Cross, Fresno County, or the State of California.

#### **Local Emergency Proclamations:**

In the case of the existence or likely existence of an emergency that threatens the people, property, or environment of the city; and the condition is beyond the capability of the city to control effectively; the City Manager can proclaim a Local Emergency.

A Local Emergency may be proclaimed to exist due to a specific situation, such as fire, flood storm, pandemic, drought, sudden and severe energy shortage, or other condition.

If assistance will be requested through the California Disaster Assistance Act (CDAA), a Local Emergency may be recommended by the City Manager as specified by the Municipal Code and issued within 10 days after the actual occurrence of a disaster.

A Local Emergency proclamation must be ratified by the City Council within 7 days.

The governing body must review the need to continue the proclamation at least every 30 days until the Local Emergency is terminated. The Local Emergency must be terminated by resolution as soon as conditions warrant.

The Proclamation of a Local Emergency provides the governing body with the legal authority to:

- Request the Governor proclaim a State of Emergency, if necessary
- Promulgate or suspend orders and regulations necessary to provide for the protection of life and property, including issuing orders or regulations imposing a curfew within designated boundaries
- Exercise full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements
- Request state agencies and other jurisdictions to provide mutual aid
- Require the emergency services of any local official or employee
- Requisition necessary personnel and materials from any local department or agency
- Obtain vital supplies and equipment; and, if required, immediately commandeer the same for public use
- Impose penalties for violation of lawful order
- Conduct emergency operations without incurring legal liability for performance, or failure of performance (Article 17 of the Emergency Services Act provides for certain privileges and immunities)

When the City proclaims a Local Emergency, it will:

Notify the Fresno County Office of Emergency Services Duty Officer



Notify the Disaster Management Area Coordinator (DMAC)

#### Proclamation of a State Emergency:

The Governor proclaims a State of Emergency based on the formal request from the City Council and the recommendation of the California Office of Emergency Services. If conditions and time warrant, the Governor drafts and signs a formal State of Emergency Proclamation. The Governor has expanded emergency powers during a proclaimed State of Emergency. The Governor:

- Has the right to exercise police power as deemed necessary, vested in the State Constitution and the laws of California within the designated area
- Is vested with the power to use and commandeer public and private property and personnel, to ensure all resources within California are available and dedicated to the emergency when requested
- Can direct all state agencies to utilize and employ personnel, equipment, and
  facilities for the performance of any and all activities designed to prevent or
  alleviate the actual and threatened damage due to the emergency. Can also
  direct them to provide supplemental services and equipment to political
  subdivisions to restore any service to provide for the health and safety of the
  residents of the affected area.
- May make, amend, or rescind orders and regulations during an emergency and temporarily suspend any non-safety-related statues, ordinances, regulations, or rules that impose restrictions on emergency response activities.

#### Proclamation of a State of War Emergency

In addition to a State of Emergency, the Governor can proclaim a State of War Emergency whenever California or the nation is attacked by an enemy of the United States, or upon receiving a warning from the federal government indicating that such an enemy attack is probable or imminent. The powers of the Governor granted under a State of War Emergency are commensurate with those granted under a State of Emergency.

#### 3.1.4 Presidential Declarations

When it is clear that State capabilities will be exceeded, the Governor can request federal assistance, including assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). The Stafford Act authorizes the President to provide financial and other assistance to state and local government, certain private nonprofit organizations, and individuals to support response, recovery, and mitigation efforts following Presidential Emergency or Major Disaster declarations.

**Declaration of Emergency or Major Disaster:** The President of the United States can declare an Emergency or Major Disaster under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (41 USC §5121 et seq.). This also allows the president to



provide federal government resources to support the States' response and recovery activities. While Presidential Declarations under the Stafford Act release federal resources and funding to support response and recovery, federal agencies may also provide assistance under other authorities or agreements that do not require a Presidential Declaration.

# 3.1.5 Emergency Management Response Levels

The City Emergency Operations Plan will be activated when an emergency occurs or threatens to exceed normal day to day capabilities to adequately respond to and mitigate an incident(s). The scope (severity, complexity) of an emergency, rather than the type, will largely determine whether the Emergency Operations Plan and Emergency Operations Center will be activated, and to what level. When needed, the EOC may be activated to provide leadership, support, and coordination during an emergency. Activation of the facility will occur at one of the following "levels" which are consistent with the activation levels at both the County of Fresno and the State of California and are detailed in the table below defines those levels<sup>2</sup>:

Level 1 Activation – Major/Catastrophic

Level 2 Activation – Imminent or otherwise less than severe or catastrophic.

Level 3 Activation – Monitoring/Minimum staffing

Activation Level	Detail	Event or Situation	Minimum Staffing
Three	Level Three is a minimum activation. This level may be used for situations which initially only require a few people or monitoring of a situation.	<ul> <li>Events with potential impacts on the health &amp; safety of the public and/or environment</li> <li>Weather Alerts</li> <li>Incident involving 2+ City departments</li> <li>Low risk planned event</li> <li>Wind or rainstorm</li> <li>Power outage and Stage 1 &amp; 2 emergencies</li> </ul>	<ol> <li>EOC Director</li> <li>Other Designees         (Such as Section         Coordinators,)</li> </ol>
Two	Level Two activation is normally achieved as an increase from Level Three or a decrease from Level One. This activation level	<ul> <li>Two or more large incidents involving 2 or more departments</li> <li>Major wind or rain</li> <li>Major scheduled event</li> </ul>	<ol> <li>EOC Director</li> <li>Section         Coordinators     </li> <li>Branches &amp; Units as appropriate</li> </ol>

<sup>&</sup>lt;sup>2</sup> Activation Levels are more detailed in Part II of the EOP.



Activation Level	Detail	Event or Situation	Minimum Staffing
	is used for emergencies or planned events that would require more than a minimum staff but would not call for a full activation/staffing	<ul> <li>Large scale power outage and Stage 3 power emergencies</li> <li>Hazardous Material Incident involving large scale or possible large-scale evacuations</li> </ul>	<ul><li>4. Liaison/Agency Representatives as appropriate</li><li>5. Public Information Officer</li></ul>
One	Level One activation involves a complete & full activation of all organizational elements & staffing. Level One would be the initial activation for any major emergency requiring acute State help.	Major County/City or Regional emergency, multiple departments with heavy resource involvement	All EOC as appropriate

**TABLE 1: EOC ACTIVATION LEVELS** 

## 3.1.6 Sequence of Events

Two sequences of events are typically associated with disasters: one involves the response and the other involves emergency proclamations. The response sequence generally describes the emergency response activities to save lives, protect property and preserve the environment. This sequence describes deployment of response teams, activation of emergency management organizations and coordination among the various levels of government. The emergency proclamation sequence outlines the steps to gain expanded emergency authorities needed to mitigate the problem. It also summarizes the steps for requesting state and federal disaster assistance.

#### 3.1.6.1 Before Impact

Before an emergency ever occurs, the City is committed to conducting preparedness activities that include developing plans, training personnel, conducting emergency exercises, educating the public, and arranging to have necessary resources available.

To remain ready to respond, the City will keep their emergency communications systems, warning systems and the Emergency Operations Center ready at all times.

**Routine Monitoring for Alerts, Watches and Warnings:** Emergency officials constantly monitor events and the environment to identify specific threats that may affect their jurisdiction and increase awareness level of emergency personnel and the community when a threat is approaching or imminent.



**Increased Readiness:** Sufficient warning provides the opportunity for response agencies to increase readiness, which are actions designed to increase an agency's ability to effectively respond once the emergency occurs. This includes, but is not limited to:

- Briefing government officials
- Reviewing plans and procedures
- Preparing and disseminating information to the community
- Updating resource lists
- Testing systems such as warning and communications systems
- Activating Emergency Operations Centers, even if precautionary

**Pre-Impact:** When a disaster is foreseen as highly likely, action is taken to save lives, protect property and the environment. During this phase, warning systems are activated, resources are mobilized, and evacuation begins.

**Proclaiming and Emergency:** In the case of the existence or threatened existence of an emergency that threatens the people, property, or environment of the City, and the condition is beyond the capability of the city to control effectively, the City Council, or the City Manager if the Council is not in session, can proclaim a local emergency.

#### 3.1.6.2 Immediate Impact

During this phase, emphasis is placed on control of the situation, savings lives and minimizing the effect of the disaster.

Below is a list of actions to be taken:

**Alert and Notification:** Local response agencies are alerted about an incident by the public through 911, another response agency, or other method. First responders are then notified of the incident. Upon an alert, response agencies notify response personnel.

**Resource Mobilization:** Response agencies activate personnel and mobilize to support the incident response. As the event escalates and expands, additional resources are activated and mobilized to support the response. Activation and mobilization continue for the duration of the emergency, as additional resources are needed to support the response. This includes resources within the Fresno Operational Area or, when resources are exhausted, from surrounding unaffected jurisdictions.

**Incident Response:** Immediate response is accomplished within the City by local responders. First responders arrive at the incident and function within their established field level plans and procedures. The responding agencies will manage all incidents in accordance with the Incident Command System organizational structures, doctrine, and procedures.



**Establishing Incident Command:** Incident Command is established to direct, order, and/or control resources by virtue of some explicit legal agency or delegated authority at the field level. Initial actions are coordinated through the on-scene Incident Commander. The Incident Commander develops an initial Incident Action Plan, which sets priorities for the incident, assigns resources, and includes a common communications plan. If multiple jurisdictions or agencies are involved, the first responders will establish a Unified Incident Command Post to facilitate multijurisdictional and multiagency policy decisions. The Incident Commander may implement an Area Command to oversee multiple incidents that are handled by separate Incident Command System organizations or to oversee the management of a large or evolving incident that multiple incident management teams engaged.

Activation of the Multiagency Coordination System: Responding agencies will coordinate and support emergency management and incident response objectives through the development and use of integrated Multiagency Coordination Systems (MACS) and Multiagency Coordination System Groups (MAC Groups). This includes developing and maintaining connectivity capability between the Incident Command Post, Local 911 Centers, Local Emergency Operations Centers, Regional Emergency Operations Centers, the State Emergency Operations Center, the Federal Emergency Operations Center, and National Response Framework organizational elements.

Local Emergency Operations Center Activation: Local jurisdictions activate their local Emergency Operations Center based on the magnitude or need for more coordinated management of the emergency. When activated, local EOCs help form a common operating picture of the incident by collecting, analyzing, and disseminating emergency information. The local Emergency Operations Center can also improve the effectiveness of the response by reducing the amount of external coordination of resources by the Incident Commander by providing a single point of contact to support multiagency coordination. When activated the local Emergency Operations Center notifies the Operational Area that the local Emergency Operations Center has been activated.

Communications between field and the Emergency Operations Center: When a jurisdiction's Emergency Operation Center is activated, communications and coordination are established between the Incident Commander and the Department Operations Center(s) to the Emergency Operations Center, or between the Incident Commander and the Emergency Operations Center.

**Operational Area Emergency Operations Center Activation:** If one or more local EOCs are activated, or if the event requires resources outside the affected jurisdiction, the Operational Area Emergency Operations Center activates. The Operational Area Emergency Operations Center also activates if a Local Emergency is proclaimed by the affected local government. The Operational Area Emergency Operations Center then coordinates resource requests from the affected jurisdiction to an unaffected jurisdiction, or if resources are not available within the Operational Area, forwards the



resource request to the Regional Emergency Operations Center and mutual aid coordinators.

Regional Emergency Operations Center Activation: Whenever an Operational Area Emergency Operations Center is activated the California Office of Emergency Services Regional Administrator will activate the Regional Emergency Operations Center within the affected region and notifies the California Office of Emergency Services Headquarters. The Regional Emergency Operations Center will then coordinate resource requests from the affected Operational Area to unaffected Operational Areas within the affected region, or, if resources are not available within the affected region, resource requests are forwarded to the State Operations Center for coordination.

**State Level Field Teams:** The State may deploy Field Teams (Emergency Services Regional Staff) to provide situation reports on the disaster to the Regional Emergency Operations Center in coordination with responsible Unified Command.

**State Operations Center Activation:** The State Operations Center is activated when the Regional Emergency Operations Center activates to:

- Continuously monitor the situation and provide situation reports to brief state officials as appropriate
- Process resource request between the affected regions, unaffected regions, and state agency Department Operation Centers
- Process requests for deferral assistance and coordinate with Federal Incident Management Assistance Teams when established
- Coordinate interstate resource request as part of the Emergency Management Assistance Compact or Interstate Disaster and Civil Defense Compact
- The State Operations Center may also be activated independently of a Regional Emergency Operations Center to continuously monitor emergency conditions

**Joint Information Center Activation:** Where multiple agencies are providing public information, the lead agencies will work together to analyze the information available and provide a consistent message to the public and the media. Where practical, the agencies will activate a Joint Information Center to facilitate the dissemination of consistent information.

**State Department Operations Center Activation:** Each state agency may activate a Department Operations Center to manage information and resources assigned to the incident. If a Department Operations Center is activated, an agency representative or liaison may deploy to facilitate information flow between the two facilities.

**Federal Emergency Management Agency Regional Response Coordination Center Activation:** The Federal Emergency Management Agency Regional Response Coordination Center may deploy a liaison or Incident Management Assistance Team to the State Operations Center to monitor the situation and provide situational awareness to federal officials.



#### 3.1.6.3 Sustained Operations

As the emergency continues, further emergency assistance is provided to individuals impacted by the disaster and efforts are made to reduce the likelihood of secondary damage. If the situation demands, mutual aid is provided, as well as activities such as search and rescue, shelter and care, and identification of victims.

#### 3.1.6.4 Transition to Recovery

As the initial and sustained operational priorities are met, emergency management officials consider the recovery phase needs. Short-term recovery activities include returning vital life-support systems to minimum operating standards. Long-term activity is designed to return to normal activities. Recovery planning should include reviews of ways to avert or mitigate future emergencies. During the recovery phase, damage is assessed, local assistance centers and disaster recovery centers are opened, and hazard mitigation surveys are performed.

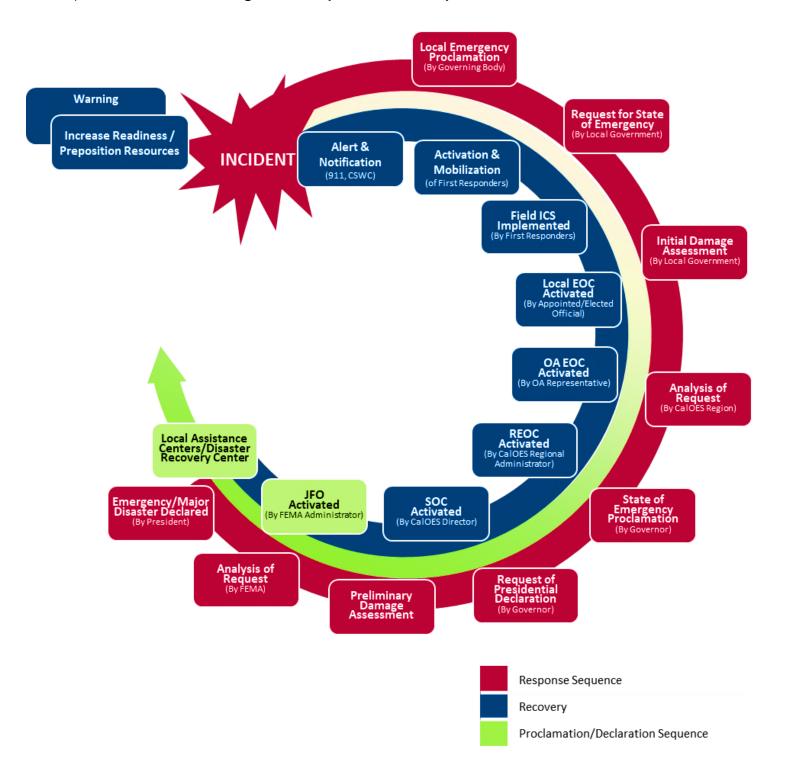
**Local Assistance Centers:** Local Assistance Centers (LAC) are opened by local governments to assist communities by providing a centralized location for services and resource referrals for unmet needs following a disaster or significant emergency. The LAC is staffed and supported by local, state, and federal agencies, as warranted, as well as nonprofit and voluntary organizations. The LAC provides a venue at which individuals, families, and businesses can access available disaster assistance programs and services. The LACs need to be physically accessible, and information needs to be provided in accessible formats for all community members. If federal resources are authorized, a state-federal Disaster Recovery Center (DRC) may be co-located with the LACs.

**Joint Field Office:** The state coordinates with FEMA as necessary to activate a JFO to coordinate federal support for the emergency. The state will appoint a State Coordinating Officer (SCO) to serve as the state point of contact. A Federal Coordinating Officer (FCO) is appointed upon a Presidential Declaration of an Emergency or Major Disaster.

**Demobilization:** As resources are no longer needed to support the response, or the response activities cease, resources are demobilized. Demobilization includes provisions to address and validate the safe return of resources to their original location and includes processes for resource tracking and ensuring applicable reimbursement. Where applicable, demobilization should include compliance with mutual aid and assistance provisions.



The sequence of activities occurring for the emergency response and proclamation process is illustrated in **Figure 1 – Response Phase Sequence of Events.** 





# 3.2 Recovery

In the aftermath of a disaster, many citizens will have specific needs that must be met before they can pick up the thread of their pre-disaster lives. Typically, there will be a need for such services as these:

- (1) Assessment of the extent and severity of damages to public and private property.
- (2) Restoration of services generally available in communities water, food, medical assistance, utilities, and lifelines.
- (3) Repair of damaged homes, buildings, and infrastructure.
- (4) Professional counseling due to mental anguish and inability to cope.

Local governments can help individuals and families recover by ensuring that these services are available and by seeking additional resources if the community needs them. Recovery occurs in two phases: short-term and long-term.

#### 3.2.1 Short-Term

Short-term recovery operations begin during the response phase of the emergency. Although referred to as "short-term" recovery, these activities may last for weeks. Short-term recovery includes actions required to:

- Stabilize the situation.
- Restore services (electricity, water, and sanitary systems)
- Implement critical infrastructure recovery plans to maintain operations during emergencies and the recovery phase.
- Commence the planning for the restoration of the community, including economic functions.
- Address debris that poses a threat to public health and safety.

For federally declared disasters, Disaster Assistance Centers may be established by the Federal Emergency Management Agency (FEMA) to assist disaster victims and businesses in applying for grants, loans, and other benefits. In coordination with the American Red Cross, the City may provide sheltering for disaster victims until housing can be arranged.

#### 3.2.2 Long-Term

Long-term recovery continues the short-term recovery actions focusing on community

#### FIGURE 1: RESPONSE PHASE SEQUENCE OF EVENTS

restoration. Long-term recovery may continue for several months or years depending



on the severity and extent of the damage sustained. These activities include those necessary to restore a community to a state of normalcy, given the inevitable changes that result from a major disaster. Long-term recovery activities require significant planning to maximize opportunities and mitigate risks after a major incident and may include the following:

- Reconstruction of facilities and infrastructure including the technology systems and services necessary for restoration of all operations functions.
- Community planning including the development of long-term housing plans.
- Implementation of waivers, zoning changes, and other land-use legislation to promote recovery.
- Assistance to displaced families, which may include financial support as well as social and health services.
- Restoration of the local economic system.
- Integration of mitigation strategies into recovery efforts.
- Documentation of eligible disaster-related costs for reimbursement through state and federal grant programs.

# 3.3 Continuity

**Continuity of Operations and Government:** A critical component of the city emergency management strategy involves ensuring that government operations will continue during and after a major emergency or disaster. The ability to maintain essential government functions, including the continuity of lawfully constituted authority is a responsibility that must be provided for to the greatest extent possible.

A major disaster could result in great loss of life and property, including the death or injury of key government officials, the partial or complete destruction of established seats of government and/or the destruction of public and private records essential to continue operations of government and industry.

In the aftermath of a major disaster, during the reconstruction period, law and order must be preserved and, so far as possible, government services must be maintained. To this end, it is essential that local government units continue to function.

The following portions of the California Government Code and the State Constitution provide authority for the continuity and preservation of State and local government:

- Continuity of Government in California (Article IV, Section 21 of the State Constitution)
- Preservation of Local Government (Article 15 of the California Emergency Services Act)
- Temporary Seat of State Government (Section 450, Title 1, Division 3, Chapter 1 of the Government Code)



Key authorities include Sections 8635 through 8643 of the Government Code:

- Furnish a means by which the continued functioning of political subdivisions can be assured by providing for the preservation and continuation of (City and County) government in the event of an enemy attack, or in the event a State of Emergency or Local Emergency is a matter of statewide concern.
- Authorize political subdivisions are to provide for the succession of officers (department heads) having duties related to law and order and/or health and safety.
- Authorize governing bodies are to designate and appoint three standby officers for each member of a governing body and for the Chief Executive, if not a member of the governing body. Standby officers may be residents or officers of a political subdivision, other than that to which they are appointed. Standby officers take the same oath as regular officers and are designated numbers 1, 2 and 3.
- Authorize standby officers are to report ready for duty in the event of a State of War Emergency, State of Emergency or Local Emergency at the place previously designated.
- Authorize local governing bodies are to convene as soon as possible when a State of War Emergency, State of Emergency or Local Emergency exists, and at a place not within the political subdivision.



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# 4 Organization and Assignment of Responsibilities

# 4.1 Use of SEMS, NIMS, and ICS

For the City of Coalinga, this base plan establishes the operational organization that is relied on to respond to an emergency. The City uses the Standardized Emergency Management System (SEMS), The National Incident Management System (NIMS), and the Incident Command System (ICS), to be consistent with the National Response Framework concepts and to be coordinated with other jurisdictional partners within Fresno County.

The following sections list out the city's organization structure as well as departmental roles and responsibilities during an Emergency Operations Center (EOC) activation.

Additionally, it details out the role that Disaster Management Area Coordinators (DMACs) have during an emergency.

#### 4.2 Role of Elected Official

All disasters are locally driven events, and it is the local official's role to provide leadership and policy guidance to their jurisdiction before, during, and after a disaster. It is important for local elected officials to engage in preparedness efforts, which are ongoing and involve activities undertaken to prepare for disasters and emergencies, as well as to facilitate future response and recovery efforts.

During an emergency the members of Coalinga's City Council will be expected to:

- Approve Emergency Proclamations
- Establish Emergency Orders for the City
- Maintain communication and contact with the public
- Work jointly with the City's Public Information Officer(s) to conduct media interviews, as needed
- Work within SEMS/NIMS structure when requesting information about the emergency incident

Elected Officials Role During an Emergency Disaster: The primary role of an elected official during a disaster is that of support. As the disaster is occurring and the immediate response is underway, elected officials best serve citizens by empowering and allowing first responders and EOC staff the freedom to manage the incident as they have been trained to do. Elected officials should allow them time to stabilize the situation before attempting to step in as a decision maker. Elected officials' role as decision maker will come, but the primary goal of addressing a disaster as it is



happening is to stabilize the situation quickly and efficiently – first responders and City EOC staff will do this. To help in this goal, elected official's role consists of:

- Support and work with emergency management officials, as needed. This may
  include facilitating communication with and obtaining assistance from other
  agencies, declaring a local state of emergency, and issuing emergency orders such
  as imposing curfews etc.
- Communicate quickly, clearly, and effectively to constituents and work with partners to ensure a coordinated message.
- Get accurate information out early and often, and ensure all messaging is accessible.
- Maintain situational awareness regarding the disaster by staying informed.
- Provide direction for response-related activities, when appropriate.
- Trust and empower emergency management staff to make the right decisions.
- Serve citizens by allowing First Responders and EOC staff to manage the incident as
  they are trained to do. The active participation of Elected Officials in planning /
  training before a disaster and leadership during the recovery period is where they
  will have the greatest impact and be of most value.
- Use an EOC Liaison to help stay informed during the incident.

**Elected Officials Role Following an Emergency Disaster:** The primary role of an elected official after a disaster is that of leadership. Once the first responders and EOC staff have stabilized the situation, elected officials become crucial to the recovery process. A community is built on law and order, and this stems from City Code, Zoning Regulations, Building Code, Police Enforcement, and much more. Just because a disaster occurs does not mean these regulations are null and void. On the contrary, they are crucial to make sure the community is built back right. For a city to truly recover, diligent and firm adherence to the City's Codes and Regulations must be adhered to. To help in accomplishing this goal, elected officials can:

- Understand the disaster assistance programs available and application process for State and the Federal Disaster Declarations.
- Support the community throughout the recovery it can be a long process and may take multiple years.
- Help identify opportunities to rebuild and mitigate future damage through planning and smart infrastructure investments.
- Ask questions the recovery process and programs can be complex.
- Ensure all Codes and Regulations are enforced during the recovery process.

# 4.3 Role of City Departments



In the event of an EOC activation, each city department is responsible to support emergency response and recovery objectives and taking the lead regarding the emergency function to which they have been assigned. The departments also provide representatives to the EOC to coordinate people, resources, and information to manage an incident that occurs in the city, and to communicate emergency efforts between departments and/or jurisdictions.

Designated department representatives are trained in emergency management and response operations. In addition, these representatives have assigned successors to support EOC staff in the event of extended operations. The sections below outline the designated responsibilities for each of the city departments. Details for department staff roles and responsibilities in the EOC are defined in the EOC position job aids included in part two of this plan.

City Manager's Office. The executive staff members of the City Manager's Office are responsible for policy level decisions related to the management of the incident. The office will provide representatives to assist in the EOC, and provide liaison assistance to the operational area, if activated. The City Manager, or designee (e.g., Assistant City Manager, City's Emergency Manager), will serve as the EOC Manager/Director overseeing the direction and policy guidance of all EOC operations. Policy level decisions are related to formation of policies/procedures, authorization of expenditures, support of local emergency management operations with additional staff, resources, etc., as well as other operations as appropriate. The City Manager's Office will also utilize the Public Information Officer (PIO) to staff the position of EOC PIO to support the collection, verification, and dissemination of emergency related information to the public and the media.

Community Development Department. The Community Development Department is responsible for providing support on public infrastructure evaluation/damage assessment, providing GIS support upon request, identifying possible shelter locations (ensuring the structural safety of the buildings), providing staff to the EOC, and administering evaluations and permits in the recovery process. Department representatives from Community Development lead the Planning Section and may serve in a variety of EOC sections and branches, depending on the needs of the incident.

**Economic Development.** The Economic Development Department serves in the Recovery Coordination Group following the response phase of a disaster event as the city moves into the recovery phase. Economic Development supports redevelopment and recovery strategies for the city using current economic development strategies.

**Finance Department.** The Finance Department is responsible for overseeing all expenditures related to emergency management and response operations, including tracking and documentation necessary for recovery reimbursement purposes including personnel time tracking during emergency operations. Finance will provide department



representatives to staff the Finance Section in the EOC. Department representatives will utilize established procedures and protocols for expense tracking and documentation but may also develop additional procedures as necessary to fit the needs of emergency operations. Finance will also provide staffing to the Procurement Unit in the Logistics Section in the EOC utilizing established procedures and protocols for purchasing but may develop procedures as necessary to support emergency operations.

**Fire Department.** The Fire Department is responsible for the management of fire operations within the city during emergency response efforts. This includes the immediate first responder effort to manage any fires, as well as the management of a safe scene, recognition of potential hazardous materials, public safety on scene, and many other responsibilities. The Fire Department will coordinate all response efforts and serve as the main coordination point when requesting fire response or emergency medical service (EMS) assistance from neighboring jurisdictions.

Fire services also include the provision of Emergency Medical Services (EMS), providing life-saving medical care. Fire EMS personnel will work in coordination with private EMS providers to meet the needs of the incident in the event that Fire EMS is overwhelmed. A Fire Department representative will be appointed to serve in the Fire Branch of the Operations Section in the EOC.

**Human Resources Department.** The City Human Resources Department is responsible for managing all efforts associated with city personnel and volunteers. As emergency resources, city personnel and volunteers may be assigned to positions in the EOC or in the field to support city emergency management and response operations. Department representatives will staff the Personnel Branch of the EOC, addressing issues such as workers compensation, disaster service worker (DSW) agreements, volunteer management, and other various tasks as determined appropriate. In addition, the risk management personnel within Human Resources are responsible for providing a representative to staff the Safety Officer position within the EOC.

**Information Technology Department.** The Information Technology (IT) Department is responsible for ensuring the operation of the city's critical IT infrastructure during an emergency and providing technical support to the EOC when activated. IT will staff the Communications Unit in the EOC, and will provide support to GIS, mapping, and any other technical resources. IT will provide representatives to the EOC when activated.

**Parks & Recreation Department.** The Parks & Recreation Department is responsible for supporting mass care operations, including the implementation of shelter operations in the city. Mass care and shelter operations include the mobilization and deployment of department personnel and resources (in coordination with the operational area) and receiving and registering volunteer resources during emergencies. The Parks & Recreation Department will provide staff to manage the shelter facilities and may request additional assistance from the American Red Cross (ARC), if necessary. Parks & Recreation department personnel are also responsible for reporting damage



assessment information related to park facilities, working within their departmental reporting structure. The Parks & Recreation department will appoint department representatives to the city EOC to assist in the coordination of department operations. In addition, the department also serves in a primary role for the provision of services for people with access and functional needs (AFN) during an emergency.

**Police Department.** The Police Department is responsible for law enforcement operations and terrorism prevention within the city. Police officers will respond to the immediate threats and dangers associated with any emergencies in the city. The Police Department will support emergency operations including, but not limited to prevention of threats, protection of population, evacuation, and damage assessment. A Police Department representative will be appointed to serve in the Law Branch of the Operations Section in the EOC.

**Public Works Department.** The Public Works Department serves in a variety of roles to support emergency management and response operations. Responsibilities for Public Works include, but are not limited to, damage assessment, critical infrastructure restoration, support for debris management, transportation, evacuation, and general logistics operations. Public Works is also responsible for providing flood gate management services for designated areas within the city. Department representatives will be appointed to the EOC to serve in both the Operations and Logistics Sections. In addition, Public Works will assist emergency operations by deploying personnel into the incident area to assess damage, manage flood gates (if necessary), and begin emergency restoration efforts. These operations will be coordinated through their Department Operations Center (DOC), which will communicate and coordinate with the EOC.

**Utilities Department.** The Utilities Department is responsible for the management of flood response operations, mitigation, planning, and recovery activities. Utilities will monitor and assess weather-related data, provide technical assistance for interpreting river level related data and its impacts in the city, document any flooding through photographs, observations, and computer-generated data, ensure water and sewer are maintained during the emergency, manage certain floodgates, and provide staff to the EOC. The flood monitoring information provided by Utilities will assist the EOC in making necessary evacuation, transportation, or other emergency management related decisions. Utilities will coordinate flood fighting operations in coordination with local reclamations districts and other city and contracted partners, in the event of potential or actual levee failure/flood emergencies. Utilities is responsible for the maintenance and access to hazard maps (such as 100-year flood zone maps).

**EOC, DOC and Responder Personnel.** While this Emergency Operations Plan is focused on the City's organizational response, all city employees with responsibilities for emergency functions would greatly benefit from having a personal and family preparedness plan. Any city employee with responsibility to report to the EOC, a department operations center (DOC), or to field response operations should have a personal and family preparedness plan in place. Personal and family preparedness



planning supports city employees in ensuring the safety of their loved ones, and in turn supports the employees with being available to respond to their city emergency management responsibilities.

#### 4.4 Role of Disaster Management Area Coordinators (DMACs)

The mission of the Disaster Management Area Coordinators (DMAC) is to coordinate with Area cities in planning for preparedness, mitigation, and recovery from emergencies/disasters. During an actual emergency, DMACs are responsible for Advocating for Area cities and liaison with the Fresno County Operational Area Emergency Operations Center as (OAEOC) as necessary, assist other Areas, such as the City of Coalinga as requested; and staff the City Liaison post at OA EOC.

#### 4.5 Role of the Private Sector

Much of the state's critical infrastructure is owned or maintained by businesses and must be protected during a response to ensure a quick and complete recovery from an emergency. These same businesses provide valuable resources before, during, and after an emergency, and play a critical role in meeting the needs of those impacted by an emergency.

All businesses within the City are encouraged to develop comprehensive emergency plans that include employee injury and illness prevention programs, business resumption, and continuity of operations elements. Additionally, any of those businesses use or store chemicals are hazardous materials must comply with state and federal requirements for emergency planning and threat mitigation.

This plan also promotes the use of business operations centers during an emergency to enhance public and private coordination. During an emergency, the City of Coalinga may choose to coordinate with local businesses by establishing a business operations center linked to the EOC.

## 4.5.1 Contracted City Services

In the event of an Emergency Operations Center activation, each contract city service partner is responsible to support emergency response and recovery objectives and taking the lead regarding the emergency function to which they have been assigned. At a minimum contract city service partners will either provide a representative to the City EOC or provide a contact number for their Business Operations Center to coordinate people, resources, and information in order to manage an incident that occurs in the city, and to communicate emergency efforts between their organization and the City.



#### 4.5.2 Residents

The City of Coalinga are primary beneficiaries of the city's emergency management system. At the same time, residents play an important role in emergency management by ensuring that they and their families are prepared for disasters. Before an emergency, residents can assist the emergency management effort by taking first aid training, maintaining supplies, and being prepared to evacuate or shelter-in-place for several days.

Many residents join disaster volunteers' programs such as Community Emergency Response Teams and remain ready to volunteer or support emergency response and recovery efforts. During an emergency, residents should monitor emergency communications and carefully follow direction from authorities. By being prepared, residents can better serve their family, their community and reduce demands on first responders.

#### 4.5.3 Population with Access and Functional Needs

Populations with access and functional needs include those members of the community that may have additional needs before, during and after an incident in functional areas, including but not limited to maintaining independence, communication, transportation, supervision, and medical care.

Individuals in need of additional response assistance may include those who:

- Have disabilities temporary and/or lifelong
- Live in assisted living settings
- Are elderly
- Are unaccompanied children
- Are from diverse cultures
- Have limited English proficiency or a non-English speaking
- Have sight or hearing losses (impairments)
- Are transportation disadvantage; or
- Other situations that would require assistance

Lessons learned from recent emergencies concerning people with disabilities and older adults have shown that existing paradigm of emergency planning, implementation and response must change to meet the needs of these groups during an emergency. These lessons show four areas that are repeatedly identified as most important to people with disabilities and older adults:

• Communications and Public Information: Emergency notification systems must be accessible to ensure effective communication for people who are deaf/hard of hearing, blind/low vision, or deaf/blind



- **Evacuation and Transportation:** Evacuation plans must incorporate disability and older adult transportation providers enable the movement of people with mobility impairments and those with transportation disadvantages
- **Sheltering:** Care and shelter plans must address the access and functional needs of people with disabilities and older adults to allow for sheltering in general population shelters
- Americans with Disabilities Act: When shelter facilities are activated, the State will
  work with local officials to ensure they accommodate the provisions of the
  Americans with Disabilities Act

#### 4.5.4 At Risk Individuals

Another perspective is to consider the needs of people who are not in contact with traditional emergency service providers. These people may feel they cannot comfortably or safely access and use the standard resources offered in preparedness, response, and recovery. These include, but are not limited to individuals who are:

- Homeless
- Without transportation
- Out of hearing range of community alert sirens/systems
- Without radio or television to know they need to take action
- Without access to telephones
- Visiting or temporarily residing in an impacted region
- Not familiar with available emergency response and recovery resources
- Limited in their understanding of English
- Geographically or culturally isolated

#### 4.5.5 Volunteer Organizations

The City recognizes the value and importance of organizations that perform voluntary services in their community. These organizations have resources, which can augment emergency response and recovery efforts. Some examples of voluntary organization are the following:

American Red Cross

#### 4.5.6 Public-Private Partnerships

The private sector provides valuable assistance and resources to support emergency response and recovery activities. The goal of the Public-Private partnership is to advise on:



- Appropriate agreements to provide for quick access to emergency supplies and essential services to minimize the need to stockpile such supplies during normal times
- Logistic measures required to quickly deliver needed supplies and services to affected areas
- Methods to utilize non-profit and private sector capabilities to increase the surge capacity of local agencies responding to emergencies
- Methods to promote the integration of the non-profit and private sectors into the emergency services system so that people can be better informed and prepared for emergencies
- Systems that aid business and economic recovery after an emergency



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## 5 Direction, Control and Coordination

#### 5.1 Direction and Control

The City is responsible for coordinating the resources, strategies, and policy for any event in the City that exceeds the capacity of field responders. Tactical control always remains the responsibility of field Incident Commanders. The City Manager, working through the mechanism of the Emergency Operations Center, provides direction and control over the coordination of multi-department and multi-jurisdictional resources to support the field responders. Policy decisions may be made by the Emergency Operations Center Director that is staffed by the City Manager or designee.

#### 5.2 Coordination

The City Emergency Operations Center will coordinate resource requests from the field and other departments within the City. If request exceed the supply, the Emergency Operations Center will provide resources based on established priorities.

If resources are not available within the City, requests will be made to the Fresno Operational Area Emergency Operations Center either directly or through DMACs, who are responsible for advocating for Area cities and liaison with the Fresno County Operational Area Emergency Operations Center as (OA EOC) as necessary.

The Operational Area Emergency Operations Center will coordinate resources obtained from within the operational area. If resources are not available in the operational area, they will request from the Inland Regional Emergency Operations Center (REOC). The REOC will coordinate resources obtained from operational areas throughout the region. If resources are not available in the region, they will request from the State Operations Center (SOC). If the state cannot supply the resource, they will request from Federal Emergency Management Agency and other federal agencies. Below is a visual of this coordination relationship.



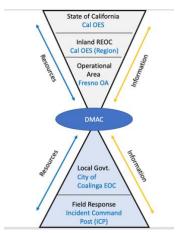


FIGURE 2: DMAC COORDINATION RELATIONSHIP

#### 5.3 Multi-Entity/Jurisdiction Coordination and Mutual Aid

**Operational Area Coordination:** In the event that an incident overwhelms the resources and capabilities of the City, additional support will be requested from a variety of entities, jurisdictions, and organizations. For general emergency management operations, the city will follow SEMS and make requests for additional assistance through the operational area, working directly with the operational area emergency management personnel and the operational area EOC, if activated. If the emergency requires state and federal support, representatives from the operational area will work with the state level emergency management organization (Regional Emergency Operations Center), following the established SEMS, NIMS, and ICS structures.

When working with external partners such as private companies, non-profit organizations, nongovernment organizations, or other partners, city representatives in the EOC will ensure that these external partners work within the designated organizational structure of the city EOC. The City EOC Director will designate the coordination procedures for new partners that are not already established as part of the city's emergency management operational systems.

**Mutual Aid:** California's emergency assistance is based on a statewide mutual aid system designed to ensure additional resources are provided to the state's political subdivisions whenever their own resources are overwhelmed or inadequate. The basis for this system is the California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), which is entered into by and between the State of California, its various departments and agencies, and the various political subdivisions, municipal corporations, and public agencies to assist each other by providing resources during an emergency. The agreement obligates each signatory entity to provide aid to each other during an emergency without expectation of reimbursement. Under specific conditions, federal and state funding may be appropriated to reimburse public agencies who aid other jurisdictions. If other agreements, memoranda, and contracts are used to provide assistance for consideration, the terms of those documents may



affect disaster assistance eligibility and local entities may only be reimbursed if funds are available. This plan promotes the establishment of emergency assistance agreements between public and private sector agencies at all levels.

There are four approved, formal Mutual Aid Systems in California. Those systems are:

- 1 Fire and Rescue
- 2 Law Enforcement
- 3 Coroner
- 4 Emergency Management (resources not covered by the other three systems)

Other informal mutual aid involves, but is not limited to the interchange of:

- 1 Public Information
- 2 Medical and Health
- 3 Communications
- 4 Transportation Services
- 5 Facilities
- 6 Hazardous Material Mutual Aid System
- 7 Volunteer and Private Agencies

California is divided into six mutual aid regions, which are subdivisions of the state emergency services organization to facilitate the coordination of mutual aid and other emergency operations within



FIGURE 3: CALIFORNIA MUTUAL AID REGIONS

an area of the State consisting of two or more Operational Areas. A map of the Regions is shown in **Figure 3: California Mutual Aid Regions**. The City of Coalinga is located in Mutual Aid Region V.

**Mutual Aid Coordination:** Formal mutual aid requests follow specified procedures and are processed through pre-identified mutual aid coordinators. Mutual aid requests follow discipline-specific chains (i.e., fire, law enforcement etc.) from one level of government to the next. The mutual aid coordinator receives the mutual aid request and coordinates the provision of resources from within the coordinator's geographic area of responsibility. In the event resources are unavailable at one level of government, the request is forwarded to the next higher level of government to be filled.

• **Field Level Requests:** Requests for MMAA resources originate from the Field Level and are managed by the Incident Commander (IC). If the IC is unable to obtain



- the resource through existing local channels, the request is elevated to the next successive government level until obtained or cancelled.
- Local Government Request: Local jurisdictions are responsible for the protection
  of life and property within the municipal geographic boundaries. The local
  jurisdiction where the incident occurred should assess its resource inventory and
  existing local agreements to determine if the requested resource is available.
  When locally committed resources are exhausted and mutual aid is needed, the
  local official will request assistance from the OA Mutual Aid Coordinator.
- Operational Area Requests: The OA is a composite of its political subdivisions, (i.e., municipalities, contract cities, special districts, and county agencies). The OA Mutual Aid Coordinator assesses the availability of resources within the OA and fulfills the resource request based upon that assessment. In the event resources are unavailable at the OA level, the request is forwarded to the responsible Regional Mutual Aid Coordinator to be filled.
- Region Level Requests: The State is geographically divided into six Mutual Aid Regions. For Law Enforcement Mutual Aid, Region I is divided into two subregions. Each Mutual Aid Region is comprised of multiple Operational Areas and has a Regional Mutual Aid Coordinator. The Regional Mutual Aid Coordinator is granted the authority to coordinate the mutual aid response of discipline-specific resources within the Region to support a mutual aid request by a jurisdiction also within the Region. In the event resources are unavailable at the Region level, the request is forwarded to the State Mutual Aid Coordinator to be filled.
- **State Level Requests:** On behalf of the Governor, the Director of Cal OES has the responsibility for coordination of state mutual aid resources in support of local jurisdictions during times of emergency. The Director will analyze and coordinate the request by forwarding the request to an unaffected REOC or tasking the appropriate State agency to fill the need.



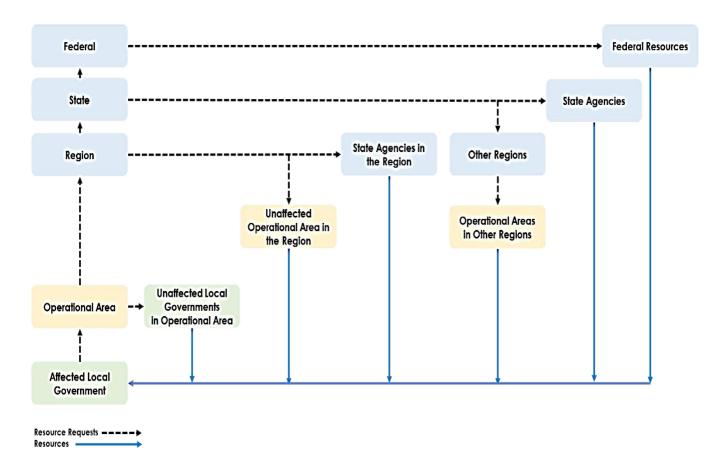


FIGURE 4: FLOW OF REQUEST AND RESOURCES

#### 5.4 NIMS, SEMS, and ICS

Emergency management operations for the City are organized under the guidelines established by NIMS, SEMS, and ICS. These emergency management structures and guidelines provide the foundation for all emergency operations, creating a flexible organizational structure that can be adjusted to meet the needs of any incident, regardless of the size, extent, or associated damage. This plan, following the identified emergency management structures and guidelines, serves as a local, city management plan, and nests into and supports the Los Angeles County and Operational Area Response Plan.

The City will manage their internal operations through the implementation of this plan as outlined, and work in support of county operations if necessary. In following these standardized systems, the city EOC is organized into the sections listed below.

- Management Staff
- Operations Section



- Planning Section
- Logistics Section
- Finance Section

Detailed descriptions of the roles of each position in the EOC can be found in Part II of this plan.

NIMS is the national standard for incident management operations defined by the FEMA and based on the National Response Framework. NIMS has been adopted by the City by resolution to serve as its incident management system. ICS is the organizational structure within NIMS that defines how emergency management operations will be organized. All state and local jurisdictions are required to prepare, plan, and respond to emergencies based on the NIMS and ICS standards in order to be eligible for federal reimbursement for emergency related costs. Additional details regarding NIMS and ICS can be found online through FEMA's website.

In addition, the Standardized Emergency Management System (SEMS), based on State of California emergency management standards, has been adopted by the City for managing response to multi agency and multi jurisdiction emergencies, and to facilitate communications and coordination between all levels of the system and among all responding agencies. California Government Code § 8607 requires all local public agencies (cities, special districts, and counties) to respond to emergencies using the SEMS at the scene of a multi-agency emergency and in the EOC.

SEMS defines the organizational structure of local EOCs, reporting to operational area EOCs, which report to Regional EOCs (REOC), to state EOCs, and finally to FEMA. The utilization of SEMS during emergency management and response efforts is required for jurisdictions to be eligible for state reimbursement. Additional information for SEMS can be found online through the California Office of Emergency Services (CalOES) website.

National Incident Management System: The terrorist attacks of September 11, 2001, illustrated the need for all levels of government, the private sector, and nongovernmental agencies to prepare for, protect against, respond to, and recover from a wide spectrum of events that exceed the capabilities of any single entity. These events require a unified and coordinated national approach to planning and to domestic incident management. To address this need, the President signed a series of Homeland Security Presidential Directives (HSPDs) that were intended to develop a common approach to preparedness and response. Two Policy Directives that are of particular importance to emergency planners:

 HSPD-5, Management of Domestic Incidents: Identifies steps for improved coordination in response to incidents. It requires the Department of Homeland Security to coordinate with other federal departments and/or agencies and state, local, and tribal governments to establish a National Response Framework and a National Incident Management System.



• **PPD-8, National Preparedness:** Describes the way federal departments and agencies will prepare. It requires DHS to coordinate with other federal departments and agencies – and with state, local, and tribal governments to develop a National Preparedness Goal.

Together, the National Incident Management System, National Response Framework, and the National Preparedness Goal define what needs to be done to prevent, protect against, respond to, and recover from a major event; and how well it needs to be done. These efforts align federal, state, local, and tribal entities; the private sector; and nongovernmental agencies to provide an effective and efficient national structure for preparedness, incident management, and emergency response.

The National Incident Management System structure provides a consistent framework for incident management at all jurisdictional levels, regardless of the cause, size, or complexity of the incident, building on the Incident Command System and the National Incident Management System provides the nation's first responders and authorities with the same foundation for incident management for terrorist attacks, natural disasters, and all other emergencies. The National Incident Management System structure requires the institutionalization of the Incident Command System and its use to manage all domestic incidents.

The National Incident Management System structure integrates existing best practices into a consistent, nationwide approach to domestic incident management that is applicable at all jurisdictional levels and across functional disciplines. Six major components make up the National Incident Management system's approach:

- Command and Management
- Preparedness
- Resource Management
- Communications and Information Management
- Supporting Technologies
- Ongoing Management and Maintenance

Standardize Emergency Management System: The Standardized Emergency Management System is the cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. The Standardized Emergency Management System is required by the California Emergency Services Act for managing multiagency and multijurisdictional responses to emergencies in California. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements. The Standardized Emergency Management System incorporates the use of the Incident Command System, California Disaster and Civil Defense Master Mutual Aid Agreement, the Operation Area concept and multiagency or inter-agency coordination. State agencies are required to use the Standardized Emergency Management System and local government entities must use the Standardized



Emergency Management System in order to be eligible for any reimbursement of response-related costs under the state's disaster assistance programs.

**Standardize Emergency Management System Organization Levels:** There are five Standardized Emergency Management System organizational levels.

- State: The State Level of the Standardized Emergency Management System prioritizes task and coordinates state resources in response to the request from the Regional Level and coordinates mutual aid among the mutual aid regions and between the Regional Level and State Level. The State Level also serves as the coordination and communication link between the state and the federal emergency response system. The State Level requests assistance from other state governments through the Emergency Management Assistance Compact and similar interstate compacts/agreements and coordinates with the Federal Emergency Management Agency when federal assistance is requested. The State Level operates out of the State Operations Center. At the Federal Level, the National Response Framework identifies the methods and means for federal resources to provide support to the state and local government. Federal resources would be accessed via the Standardized Emergency Management System process through the mutual aid region and State Operations Center.
- Region: The Regional Level manages and coordinates information and resources among Operational Areas within the mutual aid region and also between the Operational Area and the State Level. The Regional Level also coordinates overall state agency support for emergency response activities within the region. California is divided into three Administrative Regions Inland, Coastal and Southern (see figure 5); which are further divided into six mutual aid regions (see figure 3).
- Operational Area: An operational Area is the intermediate level of the state's emergency management organization, which encompasses a county's boundaries, and all political subdivisions located within that



FIGURE 5: ADMINISTRATIVE REGIONS

county, including special districts. The Operational Area facilitates and/or coordinates information, resources, and decisions regarding priorities among local governments within the Operational Area. The Operational Area serves as the coordination and communication link between the Local Government Level



- and the Regional, State, and Federal Levels. Tribal jurisdictions in the Operational Area may have statutory authorities for response similar to that at the local level.
- Local Government (The City): The Local Government Level includes cities, counties and special districts, Local governments are required to use the Standardized Emergency Management System when their Emergency Operations Center is activated, or a local emergency is declared or proclaimed in order to be eligible for state reimbursement of response-related costs.
- **Field:** The Field Level is where emergency response personnel and resources, under the command of responsible officials, carry out tactical decisions and activities in direct response to an incident or threat.

Standardized Emergency Management System Functions: The Standardized Emergency Management System requires that every emergency response involving multiple agencies include the five functions identified in Figure 6: Standardized Emergency Management System Functions. These functions must be applied at each level of the Standardized Emergency Management System organization.

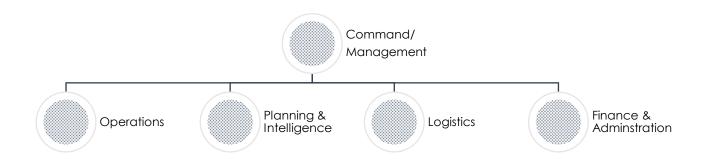


FIGURE 6: STANDARDIZED EMERGENCY MANAGEMENT SYSTEM FUNCTIONS

**Command/Management:** Command is responsible for directing, ordering, and/or controlling of resources at the field response level. Management is responsible for overall emergency policy and coordination at the Emergency Operations Center levels. Command and Management are further discussed below:

 Command: A key concept in all emergency planning is to establish command and tactical control at the lowest level that can perform that role effectively in



the organization. In the Incident Command System, the Incident Commander, with appropriate policy direction and authority from the responding agency, sets the objectives to be accomplished and approves the strategy and tactics to be used to meet those objectives. The Incident Commander must respond to higher authority. Depending upon the incident's size and scope, the higher authority could be the next ranking level in the organization up to the agency or department executive. This relationship provides an operational link with policy executives who customarily reside in the Department Operations Center or the Emergency Operations Center, when activated.

- Management: The Emergency Operations Center serves as a central location from which multiple agencies or organizations coordinate information collection and evaluation, priority setting and resource management. Within the Emergency Operations Center, the Management function:
  - Facilitates multiagency coordination and executive decision making in support of the incident response
  - Implements the policies established by the governing bodies
  - Facilitates the activities of the Multiagency Coordination Group
- Operations: Responsible for coordinating and supporting all jurisdictional operations supporting the response to the emergency through implementation of the organizational level's Action Plans. At the Field Level, the Operational Section is responsible for coordinating the tactical response directly applicable to, or in support of the objectives in accordance with the Incident Action Plan. In the Emergency Operations Center, the Operations Section Coordinator/Chief manages functional representatives who share information and decisions about discipline-specific operations.
- Logistics: Responsible for providing facilities, services, personnel, equipment, and
  materials in support of the emergency. Unified ordering takes place through the
  Logistics Section to ensure controls and accountability over resource requests. As
  needed, Unit Coordinators are appointed to address the needs for
  communications, food, medical, supplies, facilities, and ground support.
- Planning/Intelligence: Responsible for the collection, evaluation and dissemination of operational information related to the incident for the preparation and documentation of the Incident Action Plan at the Field Level or the EOC Action Plan at an Emergency Operations Center. Planning/Intelligence also maintains information on the current and forecasted situation and on the status of resources assigned to the emergency or the Emergency Operations Center. As needed, Unit Coordinators are appointed to collect and analyze data, prepare situation reports, develop action plans, set Geographic Information Systems priorities, compile, and maintain documentation, conduct advance planning, manage technical specialists, and coordinate demobilization.
- Finance/Administration: Responsible for all financial and cost analysis aspects of the emergency and for any administrative aspects not handled by the other



functions. As needed, Unit Leaders are appointed to record time for incident or Emergency Operations Center personnel; coordinate procurement activities, process claims and track costs.

The field and Emergency Operations Center are illustrated in **Table 2: Field and Emergency Operation Center Standardize Emergency Management Functions Comparison**.

SEMS Function	Field Level	EOCs
Command / Management	Command is responsible for directing, ordering and/or controlling resources	Management is responsible for facilitation of overall policy, coordination, and support of the incident
Operations	The coordinated tactical response of all field operations in accordance with the Incident Action Plan	The coordination of all jurisdictional operations in support of the response to the emergency in accordance with the Emergency Center Action Plan
Planning & Intelligence	The collection, evaluation, documentation and use of intelligence related to the incident	Collecting, evaluating, and disseminating information and maintaining documentation relative to all jurisdiction activities
Logistics	Providing facilities, services, personnel, equipment, and materials in support of the incident	Providing facilities, services, personnel, equipment, and materials in support of all jurisdictional activities as required
Finance & Administration	Financial and cost analysis and administrative aspects not handled by the other functions	Responsible for coordinating and supporting administrative and fiscal consideration surrounding and emergency incident



# TABLE 2: FIELD AND EMERGENCY OPERATION CENTER STANDARDIZE EMERGENCY MANAGEMENT FUNCTIONS COMPARISON



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## **6 Communication**

**City EOC**. Once notified of an emergency or disaster of any size, or of a potential or imminent threat to the city, communications will be established between the City EOC and outside entities, such as field responders, department level personnel, media, or other outside agencies and partners. From the EOC, telephones, cell phones, radios, email, and internet applications (such as WebEOC, Blackboard connect) are used for direct communications with field responders or outside agencies.



City Operations and Responders. The City operational staff in the field implement interoperable communications through the use of radios to facilitate communications with all responding departments and city entities. Alternate forms of communications such as the use of cell phones, text messaging, email, amateur radio etc., may be utilized if determined necessary. The use of the interoperable radio system allows for communications between DOCs, EOCs, and the Incident Command Post (ICP) that is located near the site of a field emergency incident. DOCs and dispatch centers for private entities (i.e., private EMS providers) are responsible for maintaining communications with the city EOC when it is activated.

**Notification and Warning.** In addition to an effective communication capability, government must have an effective means to provide warning alerts to the populations impacted or at risk as the result of an emergency. There are 4 primary alert and warning systems designed to provide City residents with emergency information. These systems are the Emergency Alert System (EAS), Alert Fresno County System, City of Coalinga Civic Ready System and Cal OES's Emergency Digital Information System (EDIS).

The City's Civic Ready is an opt-in communication service system available to residents to receive emergency alerts and other non-emergency notifications by text, call or email. The City's acting emergency manager has the authority to activate the system to send emergency alerts to residents signed up for the service.

Additionally, special broadcasts, or simply driving up and down the streets using the public address system can also be conducted to notify and warn citizens. Police and Fire may be required to disseminate emergency warning to public who cannot be reached by primary warning systems.



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## 7 Information Collection, Analysis and Distribution

**Before an Incident.** Information is often provided before an incident occurs. Sources may include weather reports, National Oceanic Atmospheric Administration (NOAA) alerts, levee monitoring data, crime reports, credible threats of intentional events, and others. Advanced notice information can be used to activate the City EOC, prepare emergency management and response personnel, and provide information to the city population. This advanced information can increase the preparedness level of emergency management and response personnel, by helping them size the number of responders and material resources needed for the response. Advanced information is also used to notify people that might be living in harm's way, and supports individuals and their families with preparing for, or evacuating from, the hazardous situation. Early information can greatly reduce the numbers of people who might otherwise be harmed by the emergency event.

**During an Incident.** Information collected during the incident assists in determining the correct course of action and emergency management decisions. Information is collected from field responders, DOCs, private entities, the media, social media, community members, and a variety of other sources. All information collected from open-source public resources will be analyzed for accuracy, processed through rumor control, and documented by the respective EOC sections, branches, and units. All information documentation will be provided to the Situation Unit in the Planning Section of the EOC for inclusion into the EOC Action Plan.

The use of Actions Plans in the City Emergency Operations Center provides a clear and measurable process for identifying objectives and priorities for a given event. Action Planning is an important management tool that involves:

- Process for identifying priorities and objectives for emergency response or recovery efforts
- Documents the priorities and objectives and the task and personnel assignments associated with meeting the objectives

The Action Planning process should involve the Emergency Operations Center Director and Section Chiefs/Coordinators (one from each Section) along with other Emergency Operations Center staff, as needed, such as agency representatives.

The initial Emergency Operations Center Action Plan may be a verbal plan that is developed during the first hour or two following EOC activation. A verbal plan may also be utilized for incidents involving a limited scope, short duration (less than 12 hours) and/or a limited number of response personnel. An Emergency Operations Center Action Plan will be developed whenever the Emergency Operations Center is activated, either partially or fully. A written Emergency Operations Center Action Plan is required whenever:

Two or more agencies are involved in the response



- The incident overlaps more than one operational period
- All Emergency Operations Center functions are fully staffed

The Emergency Operations Center Action Plan addresses a specific operational period, which may vary in length from a few hours to days depending on the circumstances. The plan should be regularly reviewed and evaluated through the operational period and revised or updated as warranted.

The Planning Section Chief/Coordinator, with input from the EOC Director, EOC Coordinator, and the Operations Section Chief/Coordinator, establishes the schedule and cycle for planning and situation information dissemination. Initially, meetings may be conducted every few hours or several times each day. Over time, meetings may be held twice each day, and then daily, depending on the level of operations.

In addition, all EOC situation status reports and EOC Action Plans will be developed and presented for the purpose of information sharing at scheduled meetings during each EOC operational period. Information may also be sent to City departments, Emergency Operations Center personnel, the Operational Area, and other key agencies using the City's Emergency reporting system, radio, telephone, email, internet, or fax. Regardless of the method of communication, all data should be verified prior to transmission. If unverified data must be transmitted, it should be clearly designated as unconfirmed information.

The City uses EOC forms found in part two of this plan to record and report information.

After an Incident. Information collected throughout emergency operations will be documented by members of the Planning Section. This information will be used during the recovery phase of the emergency to develop a history of actions and expenditures related to the disaster. Information will also be used for the development of the afteraction report that is used to document effective practices, archive effective tools, note areas in which EOC personnel saw need for additional training or tools, and document areas for program enhancements. In addition, the city and other agencies, entities, and organizations involved in the emergency management and response operations will collect information related to their respective after-effects of the incident, such as social and economic impacts, relief support provided, and ongoing recovery operations.

**Emergency Public Information.** Emergency Public Information is a priority of most importance during emergencies and disasters. City government has a primary responsibility to provide accurate and timely information to the public regarding conditions, threats, and protective measures. To avoid conflicts and confusion, the Emergency Public Information function operates best when centralized and coordinated among all involved jurisdictions, agencies, and organizations.



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## 8 Administration, Finance and Logistics

8.1 Administration



Emergency management operations that support administration, finance, and logistical processes are primarily conducted within the Logistics and Finance Sections of the EOC and provide for the following:

- Track and document expenses
- Document all actions taking during emergency operations
- Procure necessary equipment, resources, and additional support
- Track and document city employee working hours
- Manage continuity of operations (COOP) for the city
- Develop staff rotation schedules for extended operations
- Manage compensation and claims related to emergency operations
- Track and document the deployment and utilization of resources
- Manage additional staff and volunteers to support emergency operations
- Manage financial and in-kind donations
- Oversee and manage information technology components and issues as they arise
- Other actions as appropriate

#### 8.1.1 City Emergency Operations Policy Statement

**Limitations:** Due to the nature of emergency response, the outcome is not easy to predict. Therefore, it should be recognized that this plan is meant to serve as a guideline and that the outcome of the response may be limited by scope, magnitude, and duration of the event.

Suspension of Routine Activities and Availability of Employees: Day-to-day functions that do not contribute directly to the disaster operation may be suspended for the duration of an emergency. Efforts normally required for routine activities may be redirected to accomplish emergency tasks. During an emergency response, City employees not otherwise assigned emergency disaster related duties will, unless otherwise restricted, be made available to augment the work of their department, or other City departments, if required.

Households of Emergency Response Personnel: City employees may not be at peak efficiency or effectiveness during a disaster if the status of their households is unknown or in doubt. Employees who are assigned disaster response duties are encouraged to make arrangement with other employees, friends, neighbors, or relatives to check on their immediate families in the event of a disaster and to communicate that information to the employee through the City Emergency Operations Center.

**Non-Discrimination:** All local activities will be carried out in accordance with federal nondiscrimination laws. It is the City's policy that no service will be denied on the basis of race, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental, or physical disability.



**Citizen Preparedness:** This plan does not substitute government services for individual responsibility. Citizens are expected to be aware of developing events and take appropriate steps to respond in a safe and timely manner. Since the City's resources and personnel may be overwhelmed at the onset of a disaster event, individuals and organizations should be prepared to be self-sufficient following a disaster. The City will make every effort to provide information to the public via the media and other sources to assist citizens in dealing with the emergency.

#### 8.1.2 Disaster Service Workers

Under California Government Code, Section 3100-3109, all public employees are obligated to serve as Disaster Service Workers. Public employees (civil service) are all persons employed by any county, city, state agency or public district in the State of California. Disaster Service Workers provide services and support during declared emergencies or disasters.

In the event of a major emergency or disaster, City employees may be called upon to perform certain duties in support of emergency management operations, such as: serve in a position in the Emergency Operations Center, support shelter operations, or work at a logistics base in the field.

- City employees may be required to work at any time during a declared emergency and may be assigned to disaster service work
- Assignments may require service at locations, times and under conditions other than normal work assignments
- Assignment may include duties within the Emergency Operation Center, in the field or at another designated location

Under no circumstances will City employees that do not usually have a response role in their day-to-day responsibilities be asked to perform duties or functions that are hazardous, that they have not been trained to perform or are beyond their recognized capabilities.

#### 8.1.3 Documentation

The Emergency Operations Center Finance/Administration Section will be responsible for maintaining records on damage assessment expenditures, recovery cost expenditures, insurance related documents, personnel overtime and other cost associated with the emergency.

The Emergency Operations Center Planning Section will maintain copies of documents that are integral to Emergency Operation Center functions such as Emergency Operation Center Action Plans, Situation Status Logs, Position Logs etc. that together make up the history and chronology of the emergency events.



#### 8.2 Finance

In the case of a major disaster, the Emergency Operations Center will support county, state, and federal entities with cost recovery efforts, if requested and as able. City citizens may benefit from the Small Business Administration, and the City may benefit from the State and/or the Federal Emergency Management Agency Public Assistance Program. The City may assist the citizenry with public service announcement regarding available unemployment benefits, worker's compensation, and insurance benefits.

#### 8.2.1 Expenditure Tracking

The city may be reimbursed for insurance, state and/or federal sources for disasterrelated expense. The purpose of this section is to provide guidance on the record keeping requirements for claiming such expenses.

#### 8.2.2 Eligible Expenses

Eligible costs are extraordinary costs incurred while providing emergency services required by the direct impact of a declared disaster and which service is the responsibility of the applicant agency. Eligible costs are generally considered to be the net costs over and above any increased revenue or subsidy of the emergency service. Ineligible expense includes costs for standby personnel and/or equipment and lost revenue.

#### 8.2.3 Recordkeeping Requirements

State and federal governments require detailed information to support claims for reimbursement. Funding will be approved or denied based upon the information supplied by applicant agencies. Documentation supporting all cost claimed will be required, and all information must relate back to individual original source records. The following guidelines should be followed when documenting disaster-related reimbursable expenses:

- Costs and revenue associated with emergency operations should be segregated from normal operating expenses
- Separate records should be maintained for each vehicle and piece of heavy equipment used for emergency operations
- Vehicles and equipment documentation should include the limes and/or hours operated by location and operator
- Vehicle operating expenses should include fuel, tires, and maintenance
- Labor costs should be compiled separate from vehicle and/or equipment expenses



- Equipment documentation should include exactly where the equipment was used and for what; hours and minutes used; and the name of the equipment operator if applicable
- Revenues and subsidies for emergency operations must be subtracted from any costs claimed
- Requisitions, purchase orders, and invoices must be maintained for all supplies, materials and equipment expenses claimed
- Costs for supplies and materials must include documentation of exactly where resources were used and for what purpose
- All non-competitive procurements must be justified

Expenditure tracking should commence upon notice or obvious occurrence of a disaster. The following section focuses on logistics and resource management, priorities, and requests.

#### 8.3 Logistics

## 8.3.1 Resource Management

The resource management function describes the system that will be utilized for identifying available resources within the City to enable timely, efficient, and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the NIMS includes mutual aid and assistance agreements, the use of special federal, state, territorial, tribal, and local teams, and resource mobilization protocols. This function specifically includes the management of personnel for emergency management operations and addresses necessary coordination efforts with local jurisdictions to secure necessary support and resources.

#### 8.3.2 Resource Priorities

When activated, the City Emergency Operations Center establishes priorities for resource allocation during the emergency. All City resources are considered part of a pool, which may be allocated by the Emergency Operations Center to fulfill priority missions. Each department retains control of its non-assigned resources until released for an emergency assignment by the Emergency Operations Center.

## 8.3.3 Resource Requests

Resource requests will be made through one of the following processes:

 Discipline-specific (usually Fire and Law) mutual aid systems: Request for resources that are normally within the inventories of the mutual aid system will go



- from local coordinator to Operational Area Mutual Aid Coordinator to the Regional Mutual Aid Coordinator.
- All other resource request will be made through the logistics function at each level.

Resource request from the City will be coordinated with the Fresno Operational Area Emergency Operations Center to determine if the resource is available internally or other more appropriate sources located within the Operational Area. Emergency Management Mutual Aid Coordinators at each level will keep the Operations Chief informed of the status of resource request and allocations. Coordinators at each level will communicate and coordinate with each other to maintain current status on resource requests and allocations within the disaster area.

Resource requests from the City Emergency Operations Center to the Fresno Operational Area Emergency Operations Center may be verbally requested and then documented. Available resources will be allocated to the requesting local government, if a request for a specific resource exceed the supply, the available resources will be allocated consistent with the priorities established through the action planning process. The Section Chiefs in the Emergency Operations Center are responsible for ensuring that priorities are followed.

Resource requests for equipment, personnel, or technical assistance not available to the City should be coordinated with the Los Angeles County Emergency Operations Center to the Southern Region Regional Emergency Operations Center. Once the request is coordinated, approved and resources deployed, planning in coordination with various Operational Branches, is important for tracking the resources.



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## 9 Plan Development and Maintenance

This section of the City EOP discusses the overall approach to plan development and maintenance responsibilities.

This plan is developed under the authority of the City Manager's office and in accordance with the City's Emergency Organization (the City Fire Department) who has the primary responsibility for ensuring that necessary changes and revisions to this plan are prepared, coordinated, published, and distributed. The City uses the planning process prescribed by the Federal Emergency Management Agency and the State of California. This Plan and supporting documentation are reviewed and updated on a regular basis. The review and updates are coordinated with City Departments and Fresno County.

#### 9.1 Administrative Practices

Adherence to standard administrative and financial procedures is critical to ensure resources and funding to support response and recovery activities are accurately tracked and accounted for. Standard administrative and financial practices also support proper cost accounting in order to obtain any reimbursement provided through disaster assistance programs.

The City follows administrative practices required by state law and the SEMS Guidelines in Part III of the SEMS Guidelines documents California's Emergency Management administrative practices.

## 9.2 Standard Operating Procedures (SOP)

This Plan is intended to be used in conjunction with county, operational area, and State plans and associated SOPs. Where supporting plans are inconsistent with the general principles described in the State Emergency Plan, the state plan will supersede supporting plans.

SOPs provide the purpose, authorities, duration, and details for the preferred method or performing a single function or a number of interrelated functions in a uniform manner. SOPs must also facilitate the need to carry out actions under conditions that may not have been anticipated when the SOP was drafted. For example, it may be necessary to consider alternative procedures that solve a problem in order to perform in a more time-efficient or cost-efficient way. It is clear; therefore, some procedures may need to be suspended, relaxed, or made operational under threat of disaster. However, such action should be carefully considered, and the consequences should be projected realistically.



## 9.3 Training and Exercises

All city department personnel that are designated responsible for staffing the EOC are required to complete training related to emergency management operations. All designated personnel will be provided a copy of this plan (as noted in the Record of Distribution section of this plan) and are required to read and become familiar with the plan.

A multi-year training and exercise plan (MYTEP) will be developed and followed that will identify and prioritize the levels of training and exercises the city will follow. This MYTEP should, as best as possible, align with other trainings and exercises within the operational area to ensure practice and integration with OA partners as often as possible.

Partner jurisdictions and agencies having assigned responsibilities under this plan must ensure their assigned personnel are properly trained to carry out identified responsibilities. Individual jurisdictions and agencies are responsible for maintaining their own plans, training, and program maintenance.

Additionally, the City may opt to include and have EOC personnel participate in the Cal OES EOC credentialling program, which credentials EOC staff in specific EOC positions and helps ensure that personnel possess the minimum knowledge, skills, and experience necessary to execute emergency management EOC activities safely and effectively. Additional information on the Cal OES EOC credentialling program can be found: <a href="https://www.caloes.ca.gov/cal-oes-divisions/california-specialized-training-institute/credentialing-certificate-programs/eoc-position-credentialing-program">https://www.caloes.ca.gov/cal-oes-divisions/california-specialized-training-institute/credentialing-certificate-programs/eoc-position-credentialing-program</a>

Finally, training and exercises involve a variety of scopes, scales, and participation. Training can include the following:

**Drills.** A drill is a small, organized exercise that tests one specific action, such as evacuation of a building, or sheltering-in-place.

**Tabletop exercises.** A tabletop exercise is a discussion-based exercise in a low-stress environment to discuss a possible emergency scenario.

**Functional exercise.** A functional exercise is an activity designed to exercise a single function, or multiple functions through the simulation of a realistic scenario. The functional exercise is designed to simulate real conditions in the EOC, and as such includes time constraints on decision making and, by its nature, allows for a more stressful environment.

**Full-scale exercise.** A full-scale exercise is an activity involving multiple agencies, jurisdictions, entities, organizations, etc., and exercises multiple functions through the simulation of a realistic scenario. This exercise includes the mobilization and utilization of city resources.



#### 9.4 Essential Records Retention

Maintenance of administrative records continues through all phases of an emergency. In preparation for an emergency, training and appropriate forms are provided to the city's emergency response organization. During a response, entities ensure adequate documentation is collected through the Documentation Unit at the Incident and EOC. Documentation should include records of personnel activities, use of equipment, and expenditures for the emergency. Finally, after the response has been terminated, records should be protected and maintained for audit purposes. The Cost Unit is responsible for cost recovery records and assisting in collecting any missing information. Problem areas are identified, corrective measures taken, and employees retrained in the proper, updated procedures.

## 9.5 After Action Reports and Corrective Actions

SEMS regulations require local government agencies, to complete an After-Action Report (AAR) for each Governor proclaimed emergency. After an incident or from a gubernatorial proclamation, the AAR is completed within 120 days. Furthermore, SEMS regulations under Title XIX, Division 2, Chapter 1, Section 2450(a) requires any federal, state, or local jurisdiction proclaiming or responding to a Local Emergency for which the governor has declared a *State of Emergency* or *State of War Emergency* shall complete and transmit an AAR to Cal OES within 90 days of the close of the emergency period.

The identification of corrective actions is critical to the AAR process. Jurisdictions are strongly encouraged to make recommendations for correcting problems noted in the response/recovery effort, or during exercises and training. Corrective actions may encompass anything from detailed recommendations for improving individual agency plans and procedures to broader system-wide improvements. Corrective actions are assigned to relevant stakeholders and tracked to ensure the identified problem has been addressed.

The AAR will provide, at a minimum:

- Response actions that were taken.
- Application of SEMS during response.
- Necessary modifications to plans and procedures that are needed.
- Lessons learned.
- Noted areas of improvement.
- Best practice implementations proposed.
- Training needed.
- Recovery activities conducted to date.
- Additional information as appropriate.



Findings and recommendations in the contents of the AAR will be used to further develop and update the city EOP, as necessary. AAR development will include the input of all personnel involved in the incident or exercise.



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# 10 Authorities and References

#### **FEDERAL**

#### **Authorities**

- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, 42 U.S.C.
   5121, et seq., as amended
- Homeland Security Presidential Directive 5, Management of Domestic Incidents, February 28, 2003
- Homeland Security Presidential Directive 8, National Preparedness, December 17, 2003
- The Code of Federal Regulations, Title 44, Chapter 1, Federal Emergency Management Agency, October 1, 2007
- Public Law 920, Federal Civil Defense Act of 1950, as amended
- Public Law 84-99, U.S. Army Corps of Engineers Flood Fighting
- Public Law 93-288, Federal Disaster Relief Act of 1974
- Public Law 107-188, Bio-terrorism Act, June 2002
- Public Law 107-296, Homeland Security Act, January 2002
- Executive Order 13228, Office of Homeland Security, October 8, 2001
- Executive Order 13231, Critical Infrastructure Protection, October 16, 2001
- Executive Order 13234, Citizens Prepared, November 9, 2001
- Presidential Decision Directive 39 U.S. Policy on Counterterrorism, June 1995
- Presidential Decision Directive 62 Combating Terrorism, May 1998
- Presidential Decision Directive 63 Critical Infrastructure Protection, May 1998
- National Security Presidential Directive 17 National Strategy to Combat Weapons of Mass Destruction

# **References**

- National Response Framework (as revised)
- National Incident Management System
- Federal Emergency Management Agency's (FEMA) Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining Emergency Operations Plans, November 2020, Version 3.0 (draftv0.5)

### **STATE**

#### **Authorities**

- California Disaster Assistance Act, California Government Code Section 8680 et. seq.
- California Disaster and Civil Defense Master Mutual Aid Agreement
- California Government Code, Title 1, Chapter 4, Division 8, Section 3100 Disaster Service Workers



- California Government Code, Title 1, Chapter 4, Division 8, Section 8635 Continuity of Government
- California Government Code, Title 2, Division 1, Chapter 7 California Emergency Services Act
- California Government Code, Title 19, Division 2 Standardized Emergency Management System
- California Water Code, § 128-Department of Water Resources Flood Fighting

#### **References**

- Standardize Emergency Management System
- California Disaster Assistance Act
- California State Emergency Plan, October 1, 2017

#### COUNTY

#### **Authorities**

 There may be a Fresno County Emergency Serves Code of Ordinances or something similar. But it is not listed in their plan. We should inquire with your County Rep to verify the authority.

#### **References**

 Community Risk Assessment & Standards of Cover, Strategic Plan Development, Coalinga Fire Department, June 2021.

# CITY

- City Resolution No. X adopting the Emergency Operations Plan, Basic Plan, on Month DD, YYYY.
- City, California Municipal Code, Chapter X, Article X, Section X



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# 11 Appendix A - Acronyms

Action Plan (AP)
After Action Report (AAR)

City of Coalinga Emergency Operations Plan: Base Plan



California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA)

California Disaster Assistance Act (CDAA)

California Emergency Services Act (ESA)

Continuity of Government (COG)

Continuity of Operations (COOP)

**Department Operations Center (DOC)** 

**Emergency Management Assistance Compact (EMAC)** 

**Emergency Operations Center (EOC)** 

**Emergency Operations Plan (EOP)** 

**EOC Action Plan (EAP)** 

Incident Action Plan (IAP)

Incident Commander (IC)

Incident Command Post (ICP)

Incident Command System (ICS)

Joint Information Center (JIC)

Multiagency Coordination Group (MAC Group)

Multiagency Coordination System(s) (MACS)

Multi-year Training and Exercise Plan (MYTEP)

National Incident Management System (NIMS)

National Response Framework (NRF)

Operational Area (OA)

Public Information Officer (PIO)

Regional Emergency Operations Center (REOC)

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act)

Standard Operating Procedure (SOP)

Standardized Emergency Management System (SEMS)

**State Operations Center (SOC)** 



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# 12 Appendix B – Glossary of Terms

**Action Plan (AP):** See EOC Action Plan and Incident Action Plan.

**Activation:** 1) Initial activation of an EOC may be accomplished by a designated official of the emergency response agency that implements SEMS as appropriate to accomplish the agency's role in response to the emergency. 2) An event in the sequence of events normally experienced during most emergencies.

**After Action Report (AAR):** A report that examines response actions, application of SEMS, modifications to plans and procedures, training needs, and recovery activities. AARs are required under SEMS after any emergency that requires a gubernatorial state of emergency proclamation. Local government AARs must be submitted to Cal OES within 90 days.

**Agency:** A division of government with a specific function offering a particular kind of assistance. In the Incident Command System (ICS), agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance). Governmental organizations are most often in charge of an incident, though in certain circumstances private sector organizations may be included. Additionally, Non-Governmental Organizations (NGO) may be included to provide support. All-Hazards: Any incident, natural or humancaused, that warrants action to protect life, property, environment, public health, or safety, and minimize disruptions of government, social, or economic activities.

California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA): An agreement entered by and between the State of California, its various departments and agencies, and the various political subdivisions, municipal corporations, and public agencies of the State of California to assist each other by providing resources during an emergency. Mutual Aid occurs when two or more parties agree to furnish resources and facilities and to render services to each other in response to any type of disaster or emergency. California Emergency Support Functions (CA-ESF): The CA-ESFs are a grouping of State agencies, departments, and other stakeholders with similar functional activities/responsibilities whose responsibilities lend to improving the state's ability to collaboratively prepare for, effectively mitigate, cohesively respond to, and rapidly recover from any emergency. CA-ESFs unify a broad-spectrum of stakeholders with various capabilities, resources, and authorities to improve collaboration and coordination for a particular discipline. They also provide a framework for the state government to support regional and community stakeholder collaboration and coordination at all levels of government and across overlapping jurisdictional boundaries.

California Emergency Services Act (ESA): An Act within the California Government Code to ensure preparations within the state will be adequate to deal with natural, human-caused, or war-caused emergencies which result in conditions of disaster or in



extreme peril to life, property, and the natural resources of the state, and generally to protect the health and safety and preserve the lives and property of the people of the state.

**Catastrophe:** Any natural or human-caused incident, including terrorism that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions.

**Command:** The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

**Command/Management:** Command is responsible for the directing, ordering, and/or controlling of resources at the field response level. Management is responsible for overall emergency policy and coordination at the SEMS EOC levels.

Command Post: See Incident Command Post.

**Command Staff:** The Command Staff at the SEMS Field Level consists of the Information Officer, Safety Officer, and Liaison Officer. They report directly to the Incident Commander. They may have an assistant or assistants, as needed. These officers are also found at the EOC levels in SEMS, and they report directly to the EOC Director and comprise the Management Staff. They may have an assistant or assistants, as needed.

**Communications:** Process of the transmission of information through verbal, written, or symbolic means.

**Continuity of Government (COG):** Activities that address the continuance of constitutional governance. COG planning aims to preserve and/or reconstitute the institution of government and ensure that a department or agency's constitutional, legislative, and/or administrative responsibilities are maintained. This is accomplished through succession of leadership, the pre-delegation of emergency authority, and active command and control during response and recovery operations.

**Continuity of Operations (COOP):** Planning should be instituted, including all levels of governments, across the private sector and non-governmental organizations as appropriate, to ensure the continued performance of core capabilities and/or critical government operations during any potential incident.

**Coordination:** The process of systematically analyzing a situation, developing relevant information, and informing appropriate command authority of viable alternatives for selection of the most effective combination of available resources to meet specific objectives. The coordination process (which can be either intra- or inter-agency) does not involve dispatch actions. However, personnel responsible for coordination may perform command or dispatch functions within the limits established by specific agency delegations, procedures, legal authority, etc. Multiagency or interagency coordination is found at all SEMS levels.



**Coordination Center:** Term used to describe any facility used for the coordination of agency or jurisdictional resources in support of one or more incidents.

**Corrective Actions:** Implementing procedures based on lessons learned from actual incidents or from training and exercises.

**Cost Unit:** Functional unit within the Finance/Administration Section responsible for tracking costs, analyzing cost data, making cost estimates, and recommending cost-saving measures.

**Critical Infrastructure:** Systems and assets, whether physical or virtual, so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters.

**Demobilization:** The orderly, safe, and efficient return of an incident resource to its original location and status.

**Department Operations Center (DOC):** An Emergency Operations Center (EOC), specific to a single department or agency where the focus is on internal agency incident management and response. They are often linked to and, in most cases, are physically represented in a combined agency EOC by authorized agent(s) for the department or agency.

**Disaster:** A sudden calamitous emergency event bringing great damage, loss, or destruction.

**Division:** The partition of an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the manageable span of control of the Operations Section Chief. A Division is located within the ICS organization between the Branch and resources in the Operations Section.

**Documentation Unit:** Functional unit within the Planning/Intelligence Section responsible for collecting, distributing, recording, and safeguarding all documents relevant to an incident or within an EOC.

**Emergency:** Any incident(s), whether natural or human-caused, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives, protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

**Emergency Management Assistance Compact (EMAC):** A congressionally ratified organization that provides form and structure to interstate mutual aid. Through EMAC, a



disaster-affected state can request and receive assistance from other member states quickly and efficiently, resolving two key issues upfront: liability and reimbursement.

**Emergency Management Community:** The stakeholders in emergency response in California including the residents of California, the private sector and federal, state, local, and tribal governments.

**Emergency Operations Center (EOC):** The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOC may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., federal, state, regional, tribal, city, county), or some combination thereof.

**Emergency Operations Plan (EOP):** The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

**Emergency Response Agency:** Any organization responding to an emergency, or providing mutual aid support to such an organization, whether in the field, at the scene of an incident, or to an operations center.

**Emergency Response Personnel:** Personnel affiliated with or sponsored by emergency response agencies.

**EOC Action Plan:** The plan developed at SEMS EOC levels, which contains objectives, actions to be taken, assignments, and supporting information for the next operational period.

**Essential Facilities:** May include facilities such as law enforcement, fire, emergency operations centers, schools, medical facilities, and other resources that have a role in an effective and coordinated emergency response.

**Evacuation:** Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas and their reception and care in safe areas.

**Federal:** Of or pertaining to the federal government of the United States of America. Finance/Administration Section: The section responsible for all administrative and financial considerations surrounding an incident or EOC activation.

**Function:** Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics and Finance/Administration. The same five functions are also found at all SEMS EOC Levels. At the EOC, the term Management replaces Command. The term function is also used when describing the activity involved, (e.g., the planning function). A sixth function, Intelligence/Investigations, may be established, if required, to meet emergency management needs.



**Group:** Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between branches and resources in the Operations Section. See Division.

**Hazard:** Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

**Incident:** An occurrence or event, natural or human-caused, which requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

**Incident Action Plan (IAP):** An oral or written plan containing general objective reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods. At the SEMS EOC Level, it is called the EOC Action Plan.

**Incident Command:** Responsible for overall management of the incident and consists of the Incident Commander, either single or unified command, and any assigned supporting staff.

**Incident Commander (IC):** The individual responsible for all incident activities, including the development of strategies and tactics, and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

**Incident Command Post (ICP):** The field location where the primary functions are performed. The ICP may be co-located with the incident base or other incident facilities.

**Incident Command System (ICS):** A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.



**Information:** Pieces of raw, unanalyzed data that identifies persons, evidence, events; or illustrates processes that specify the occurrence of an event. May be objective or subjective and is intended for both internal analysis and external (news media) application. Information is the "currency" that produces intelligence.

Intelligence: Product of an analytical process that evaluates information collected from diverse sources, integrates the relevant information into a cohesive package, and produces a conclusion or estimate. Information must be real, accurate, and verified before it becomes intelligence for planning purposes. Intelligence relates to the specific details involving the activities of an incident or EOC, and current and expected conditions, and how they affect the actions taken to achieve operational period objectives. Intelligence is primarily intended for internal use and not for public dissemination. Intelligence/Investigations: Intelligence gathered within the Intelligence/Investigations function is information that either leads to the detection, prevention, apprehension, and prosecution of criminal activities (or the individual(s) involved) including terrorist incidents or information that leads to determination of the cause of a given incident (regardless of the source) such as public health events or fires with unknown origins. This is different from the normal operational and situational intelligence gathered and reported by the Planning Section.

**Joint Information Center (JIC):** A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media. Public information officials from all participating agencies should co-locate at the JIC.

**Jurisdiction:** A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., federal, state, tribal, and local boundary lines) or functional (e.g., law enforcement, public health).

**Key Resources:** Any publicly or privately controlled resources essential to the minimal operations of the economy and government.

**Local Government:** According to federal code36a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal entity, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity.

**Logistics:** Providing resources and other services to support incident management.

**Logistics Section:** The section responsible for providing facilities, services, and material support for an incident or EOC activation.

Management Staff: See Command Staff.



**Mitigation:** Provide a critical foundation in the effort to reduce the loss of life and property from natural and/or human-caused disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

**Mobilization:** The process and procedures used by all organizations - federal, state, tribal, and local - for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

**Multiagency Coordination Group (MAC Group):** Typically, administrators/executives, or their appointed representatives, who are authorized to commit agency resources and funds, are brought together and form MAC Groups. MAC Groups may also be known as multiagency committees, emergency management committees, or as otherwise defined. It can provide coordinated decision-making and resource allocation among cooperating agencies and may establish the priorities among incidents, harmonize agency policies, and provide strategic guidance and direction to support incident management activities.

Multiagency Coordination System(s) (MACS): Multiagency coordination systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The elements of multiagency coordination systems include facilities, equipment, personnel, procedures, and communications. Two of the most commonly used elements are EOC and MAC Groups. These systems assist agencies and organizations responding to an incident. Mutual Aid Agreements and/or Assistance Agreements: Written or oral agreements between and among agencies/organizations and/or jurisdictions that provide a mechanism to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during, and/or after an incident.

**Mutual Aid Coordinator:** An individual at the local government, Operational Area, Region or State Level that is responsible to coordinate the process of requesting, obtaining, processing, and using mutual aid resources. Mutual Aid Coordinator duties will vary depending upon the mutual aid system.

**Mutual Aid Region:** A mutual aid region is a subdivision of Cal OES established to assist in the coordination of mutual aid and other emergency operations within a geographical area of the state, consisting of two or more Operational Areas.

**National:** Of a nationwide character, including the federal, state, tribal, and local aspects of governance and policy.



**National Incident Management System (NIMS):** Provides a systematic, proactive approach guiding government agencies at all levels, the private sector, and non-governmental organizations to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.

**National Response Framework (NRF):** A guide to how the nation conducts all-hazards incident management. Non-governmental Organization (NGO): An entity with an association based on the interests of its members, individuals, or institutions. It is not created by a government, but it may work cooperatively with the government. Such organizations serve a public purpose, not a private benefit. Examples of NGO include faith-based charity organizations and the American Red Cross.

**Officer:** 1) The ICS title for the personnel responsible for the Command Staff (Management Staff at EOC) positions of Safety, Liaison, and Public Information. 2) One who holds an office or post; especially one elected or appointed to a position of authority or trust in a corporation, government, institution, etc.

**Operational Area (OA):** An intermediate level of the state emergency organization, consisting of a county and all other political subdivisions within the geographical boundaries of the county.

**Operational Period:** The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually last 12-24 hours.

**Operations Section:** The section responsible for all tactical incident operations and implementation of the Incident Action Plan. In ICS, it normally includes subordinate branches, divisions, and/or groups. At the SEMS EOC levels, the section is responsible for the coordination of operational activities. The Operations Section at an EOC contains branches, groups, or units necessary to maintain appropriate span of control.

**Organization:** Any association or group of persons with like objectives. Examples include, but are not limited to, governmental departments and agencies, private sector, and/or non-governmental organizations.

**Planning Section:** The section responsible for the collection, evaluation, and dissemination of operational information related to the incident or EOC activities and for the preparation and documentation of the IAP or EOC action plan, respectively. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident or EOC activation.

**Political Subdivisions:** Includes any city, city and county, county, tax or assessment district, or other legally authorized local governmental entity with jurisdictional boundaries.



**Preparedness:** A continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination during incident response. Within NIMS, preparedness focuses on the following elements: planning, procedures and protocols, training and exercises, personnel qualification and certification, and equipment certification.

**Prevention:** Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting or disrupting illegal activity, and apprehending potential perpetrators and bringing them to justice.

**Private Sector:** Organizations and entities that are not part of any governmental structure. The private sector includes for-profit and not-for-profit organizations, formal and informal structures, commerce, and industry.

**Protocols:** Sets of established guidelines for actions (which may be designated by individuals, teams, functions, or capabilities) under various specified conditions.

**Public Information:** Processes, procedures, and systems for communicating timely, accurate, and accessible information on the incident's cause, size, and current situation; resources committed; and other matters of general interest to the public, responders, and additional stakeholders (both directly affected and indirectly affected).

**Public Information Officer (PIO):** A member of the Command Staff (Management Staff at the SEMS EOC Levels) responsible for interfacing with the public and media and/or with other agencies with incident-related information requirements.

**Recovery:** The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, non-governmental, and public assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

**Regional Emergency Operations Center (REOC):** Facilities found at Cal OES Administrative Regions. REOC provide centralized coordination of resources among Operational Areas within their respective regions and between the Operational Areas and the State Level.



**Reimbursement:** Provide a mechanism to recoup funds expended for incident-specific activities.

**Resource Management:** Efficient emergency management and incident response requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under NIMS includes mutual aid agreements and assistance agreements; the use of special federal, state, tribal, and local teams; and resource mobilization protocols.

**Resources:** Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

**Response:** Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of EOP and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

**Response Personnel:** Includes federal, state, territorial, tribal, sub-state regional and local governments, private sector organizations, critical infrastructure owners, and operators, NGO and all other organizations and individuals who assume an emergency management role. Also known as an Emergency Responder.

**Safety Officer:** A member of the Command Staff (Management Staff at the SEMS EOC Levels) responsible for monitoring incident operations and advising the IC on all matters relating to operational safety, including the health and safety of emergency responder personnel. The Safety Officer may have assistants.

**Section:** 1) The organizational level having responsibility for a major functional area of incident or EOC Management, (e.g., Operations, Planning, Logistics, Finance/Administration) and Intelligence/Investigations (if established). The section is organizationally situated between the branch and the Incident Command. 2) A separate part or division as: a. A portion of a book, treatise, or writing. b. A subdivision of a chapter. c. A division of law.

**Situation Report:** Often contains confirmed or verified information regarding the specific details relating to the incident.



**Special District:** A unit of local government (other than a city, county, or city and county) with authority or responsibility to own, operate, and maintain systems, programs, services, or projects [(as defined in California Code of Regulations (CCR) Section 2900(s)] for purposes of natural disaster assistance. This may include joint powers authority established under Section 6500 et. seq. of the California Code of Regulations.

**Stafford Act:** The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) establishes the programs and processes for the federal government to provide disaster and emergency assistance to states, local governments, tribal nations, individuals, and qualified private nonprofit organizations. The provisions of the Stafford Act cover all hazards including natural disasters and terrorist events. Relevant provisions of the Stafford Act include a process for Governors to request federal disaster and emergency assistance from the President. The President may declare a major disaster or emergency.

**Standard Operating Procedure (SOP):** Complete reference document or an operation manual that provides the purpose, authorities, duration, and details for the preferred method of performing a single function or several interrelated functions in a uniform manner.

**Standardized Emergency Management System (SEMS):** A system required by California Government Code and established by regulations for managing response to multiagency and multijurisdictional emergencies in California. SEMS consists of five organizational levels, which are activated as necessary: Field Response, Local Government, Operational Area, Region, and State.

**Standardized Emergency Management System (SEMS) Guidelines:** The SEMS guidelines are intended to assist those responsible for planning, implementing, and participating in SEMS.

Standardized Emergency Management System (SEMS) Regulations: Regulations establishing the Standardized Emergency Management System (SEMS) based upon the Incident Command System (ICS) adapted from the system originally developed by the Firefighting Resources of California Organized for Potential Emergencies (FIRESCOPE) program including those currently in use by State agencies, the Multiagency Coordination System (MACS) as developed by FIRESCOPE program, the Operational Area concept, and the Master Mutual Aid Agreement and related mutual aid systems. Regulations are found at Title XIX. Division 2. Chapter 1, Section 2400 et. seq.

**State:** When capitalized, refers to any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. See Section 2 (14), Homeland Security Act of 2002, Public Law 107–296, 116 Stat. 2135 (2002).



**State Operations Center (SOC):** The SOC is operated by the California Governor's Office of Emergency Services at the State Level in SEMS. It is responsible for centralized coordination of state resources in support of the three Regional Emergency Operations Centers (REOC). It is also responsible for providing updated situation reports to the Governor and Legislature.

**Strategy:** The general plan or direction selected to accomplish incident objectives.

**System:** An integrated combination of people, equipment, and processes that work in a coordinated manner to achieve a specific desired output under specific conditions.

**Technical Assistance:** Support provided to state, tribal, and local jurisdictions when they have the resources, but lack the complete knowledge and skills needed to perform a required activity (such as mobile-home park design or hazardous material assessments).

**Technical Specialists:** Personnel with special skills that can be used anywhere within the SEMS organization. No minimum qualifications are prescribed, as technical specialists normally perform the same duties during an incident that they perform in their everyday jobs and they are typically certified in their fields or professions.

**Terrorism:** Under the Homeland Security Act of 2002, terrorism is defined as activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources; is a violation of the criminal laws of the United States or of any state or other subdivision of the United States in which it occurs; and is intended to intimidate or coerce the civilian population, or influence or affect the conduct of a government by mass destruction, assassination, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Public Law107–296, 116 Stat. 2135 (2002).

**Threat:** An indication of possible violence, harm, or danger.

**Tools:** Those instruments and capabilities that allow for the professional performance of tasks, such as information systems, agreements, doctrine, capabilities, and legislative authorities.

**Unified Command:** An ICS application used when more than one agency has incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

**Unit:** The organizational element with functional responsibility for a specific incident planning, logistics, or finance/administration activity.

**Vital Records:** The essential agency records needed to meet operational responsibilities under national security emergencies or other emergency or disaster conditions (emergency operating records), or to protect the legal and financial rights of the



Government and those affected by Government activities (legal and financial rights records).

**Volunteer:** For purposes of NIMS, a volunteer is any individual accepted to perform services by the lead agency (which has authority to accept volunteer services) when the individual performs services without promise, expectation, or receipt of compensation for services performed. See 16 U.S.C. 742f(c) and 29 CFR 553.101.



# EMERGENCY OPERATIONS PLAN

PART 2: EOC MANAGEMENT & IMPLEMENTATION

CITY OF COALINGA, CA January 2022



# CITY OF COALINGA

EMERGENCY OPERATIONS PLAN PART 2: EOC MANAGEMENT & IMPLEMENTATION 2021



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# **EMERGENCY OPERATIONS PLAN**

PART 2: EOC MANAGEMENT AND PLAN IMPLEMENTATION FEBRUARY 2021

This document and supporting training were funded by 2019 PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC) Funding.

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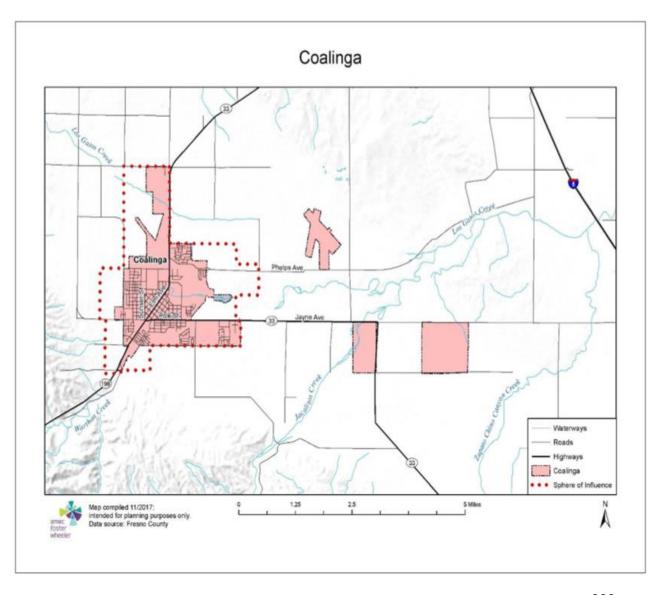


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# 1 EOC Activation

# 1.1 EOC Purpose

The City EOC is a central location from which the City can provide inter-agency coordination and executive decision-making in support of incident response and recovery operations. The purpose of the EOC is to provide a centralized location where public safety, emergency response, and support agencies coordinate planning, preparedness, and response activities. The EOC does not command or control onscene response efforts, but does carry out the coordination functions through:

- 1. Collecting, evaluating and disseminating incident information.
- 2. Analyzing jurisdictional impacts and setting priority actions; and
- 3. Managing requests, procurement, and utilization of resources.

The decisions made through the EOC are designed to be broad in scope and offer general guidance on priorities. Information is disseminated through the EOC Manager/Director and tactical decisions are coordinated from field response personnel. The EOC serves as a coordinated link between the Chief Elected Official (CEO) of each jurisdiction and the field personnel coordinating the execution of event priorities.

# 1.2 EOC Facilities

# 1.2.1 Main EOC facility

**Table 1: EOC Information** provides location and logistics data useful for activating the EOC. **Figure 1: EOC Area Map** shows the EOC location and the surrounding area.

Location	Coalinga Fire Station	
Address	300 West Elm Street	
Phone Number 559-935-1652		
Parking	Parking located on 7 <sup>th</sup> St in front of fire station or parking lot behind station off of Elm Ave.	

Table 1: EOC Information



# 1.2.2 Alternate EOC facility

**Table 2: Alternate EOC Information** provides location and logistics data useful for activating the EOC. **Figure 2: Alternate EOC Area Map** shows the EOC location and the surrounding area.

Location	City of Coalinga City Council Chambers	
Address	City Hall, 155 West Durian, Coalinga, CA	
Phone Number	Need phone number	
Parking	Parking located on Durian Avenue or in parking lobehind City Hall.	
Details:	Amateur Radio, telephones, television and computer connections available at the city. Emergency generator on site	

**Table 2: Alternate EOC Information** 

# 1.2.3 Initial Response

Initial field response operations will be accomplished by the appropriate first responders, City departments, member jurisdictions, volunteer agencies, and segments of the private sector. During initial response operations, field responders will place emphasis on saving lives, property, and the environment, controlling the situation, and minimizing the effects of the emergency. The Incident Command System (ICS) will be used to manage and control the response operations.

The disaster/event may be controlled solely by City emergency responders or with other agencies through the mutual aid system. If the resources available at the field response level are not sufficient to mitigate the situation, the Incident Commander may request that the City Emergency Operations Plan, or the Emergency Operations Center, be activated to support the field operations.

**Field Reports**. A field report is provided by the incident responders and includes information concerning the nature, severity, and extent of the situation. The information will be used to assess the extent of the disaster/event and determine the appropriate level of response for the City.

#### 1.2.3 Levels of EOC Activation



The City EOC may be activated as needed to support City emergency operations. The EOC may be activated by one of the following:

- City Manager
- City Fire Chief
- Upon the request of the Field Incident Commander
- Upon the request of the City Council/Disaster Council

The City has developed EOC activation criteria that include conditions based on a hazard analysis as well as regulatory requirements. The goal is a rapid EOC activation when it is needed.

Three levels of activation have been identified that will provide EOC staffing commensurate with the coordination needs of varying emergency situations. **Table 3: EOC Activation Criteria**, contains the activation criteria for the City EOC.

Activation Level	Detail	Event or Situation	Minimum Staffing
Three	<ul> <li>Level Three is a minimum activation. This level may be used for situations which initially only require a few people.</li> <li>A Level Three activation is also called monitoring level activation.</li> <li>The physical EOC facility may or may not need to be opened or staffed.</li> </ul>	<ul> <li>Events with potential impacts on the health &amp; safety of the public and/or environment</li> <li>Weather Alerts</li> <li>Incident involving 2 or more City departments</li> <li>Low risk planned event</li> <li>Wind or rainstorm</li> <li>Power outage and Stage 1 &amp; 2 emergencies</li> </ul>	EOC Manager     Other Designees     (Such as Section     Coordinators,)
Two	<ul> <li>Level Two activation is normally achieved as an increase from Level Three or a decrease from Level One. This activation level is used for emergencies or planned events that would require more than a minimum staff but would not call for a full activation/staffing.</li> <li>A Level Two activation are also called partial level activation.</li> <li>The physical EOC facility will need to be opened and staffed.</li> </ul>	<ul> <li>Two or more large incidents involving 2 or more departments</li> <li>Major wind or rain</li> <li>Major scheduled event</li> <li>Large scale power outage and Stage 3 power emergencies</li> <li>Hazardous Material Incident involving large scale or possible large-scale evacuations</li> <li>Moderate Earthquake</li> </ul>	<ol> <li>EOC Manager</li> <li>Section         Coordinators</li> <li>Branches &amp; Units         as appropriate</li> <li>Liaison/Agency         Representatives         as appropriate</li> <li>Public Information         Officer</li> </ol>
One	Level One activation involves a complete/full	Major County/City or Regional emergency,	All EOC as     appropriate



Activation	Detail	Event	Minimum
Level		or Situation	Staffing
	activation of all EOC elements & staffing. Level One would be the initial activation for any major emergency requiring acute State assistance.  • A Level One activation is also called full level activation.  • The physical EOC facility will need to be opened and fully staffed.	multiple departments with heavy resource involvement  • Major Earthquake  • Terrorism threat or incident	

**Table 3: EOC Activation Criteria** 

## 1.3 EOC Notification/Personnel Recall

If activation of the EOC is required the City Manager will act as the EOC Manager/Emergency Director through the duration of the event or until he/she designates an alternate.

Upon notification the City Manager (or his designee), and all recalled personnel shall report to the primary EOC location. Upon notification, personnel should be recalled to the City's primary EOC location at the Coalinga Fire Department. If that location is not available. or is inaccessible, the alternate EOC will be activated.

The City Manager will notify the following people upon activation of the City's EOC:

- All City Department Heads
- All EOC Section Coordinators
- Fresno County DMAC
- Police Dispatch Communications Center Supervisor

The EOC Emergency Recall List includes personnel who are part of each SEMS function in the Emergency Operations Center, as well as other technical support employees of the City. The Emergency Recall List will be utilized when directed by the City Manager or designee activates the City EOC when an emergency or disaster affects the City and poses a major threat to life, property, and/or the environment.

Personnel required for recall to the EOC will be determined by the EOC activation level. The City Managermay consult with the acting Emergency Manager (i.e. the Fire Chief) to determine what positions of the City's EOC will initially be staffed and requested to report. The EOC responders list includes:

• Employees from City of Coalinga departments and agencies with appropriate authority and expertise.



- Representatives from outside agencies including:
  - Special Districts
  - Other Government Agencies
  - Volunteer Organizations
  - Private Sector Organizations

**Notification Implementation: Upon EOC activation,** Once EOC activation, the Police Department Dispatch Center will be designated as the notification center and will be responsible for making notifications to designated personnel and for executing the Emergency Recall List.

The Emergency Recall list is activated by City Dispatch and will only be implemented when directed by one of the authorities above upon activation of the EOC protocols.

If the City Manager cannot be reached for any reason, other designees will be contacted until someone is reached to assume the EOC Director position.

Based on the information provided by the dispatcher, the EOC Director will determine what parts of the Emergency Alert List will be implemented, including what sections of the City's Emergency Operations Center will be activated and requested to respond.

Additionally, the City Manager/EOC Director, when appropriate and possible, will personally contact and inform the City Council of the situation in the City. The EOC Director should also ensure that the Operational Area is notified of the situation and of the EOC activation.

The City Emergency Recall List consists of the following sections:

- Management (including Public Information)
- Operations
- Planning and Intelligence
- Finance
- Logistics

**Maintenance of Emergency Recall List:** The City Clerk, on behalf of the City Manager's Office, is responsible for maintaining the Emergency Recall List. The City Clerk will ensure that Emergency Recall List is kept current and that the City Manager, Police Dispatch, the Fire Chief and the EOC have current copies of the Emergency Recall List.

**Recall Personnel:** When notified of an Emergency Recall, personnel should notify their families, retrieve their emergency operations go bag, and report to the designated City Emergency Operations Center. Personnel should be prepared for a lengthy stay, which will be dependent upon the nature of the disaster and its expected duration.

It is the responsibility of each department head to assign at least (1) alternate for each key position. It is also the department head's responsibility to ensure that all designated alternates have knowledge and training in their EOC assigned job functions.





# **2 EOC Operations**

# 2.1 Summary of EOC Operations

The Standard Emergency Management System (SEMS) is state law, and under SEMS regulations, the City falls under Local Government, one of the five SEMS levels.

As Local Government, the City of Coalinga is an intermediate level of the state's emergency services organization that encompasses the city and all political subdivisions. The City manages and coordinates information, resources and priorities within its boundaries, and serves as the coordination and communication link between the Field Level and the Operational Area.

The City as the Local Government level of SEMS is responsible to do the following:

- Establish coordination and communications with Incident Commanders either;
  - Through department operations centers to the EOC, when activated or,
  - Directly to the EOC, when activated
- Use existing mutual aid systems for coordinating fire and law enforcement resources. (Note: the City's role as the local government does not change the coordination of discipline-specific resources, such as fire, law, and medical/health, through their established mutual aid systems).
- Establish coordination and communications between the local government EOC when activated, and any federal, state or local emergency response agency having jurisdiction at an incident within the local government's boundaries.
- Use multi-agency or inter-agency coordination to facilitate decisions for overall local government level emergency response activities

# 2.2 Emergency Operation Center Protocols

The City EOC will provide a central location of authority and information and allow for face-to-face coordination among personnel who must make emergency decisions. The following functions are performed in the City EOC:

- Managing and coordinating emergency operations.
- Receiving and disseminating warning information.
- Developing emergency policies and procedures.
- Collecting intelligence from, and disseminating information to, the various EOC representatives, and, as appropriate, to County/Operational Area, State and Federal agencies or if activated Emergency Operation Centers.
- Preparing intelligence/information summaries, situation reports, operational reports, and other reports as required.
- Maintaining general and specific maps, information display boards, and other data pertaining to emergency operations.



- Continuing analysis and evaluation of all data pertaining to emergency operations.
- Controlling and coordinating, within established policy, the operational and logistical support of departmental resources committed to the emergency.
- Maintaining contact and coordination with support DOCs and the Operational Area EOC.
- Providing emergency information and instructions to the public, making official releases to the news media and the scheduling of press conferences, as necessary.

Departments with critical response functions may also activate their Department Operation Centers (DOC) that act as conduits of information between field operations and the EOC.

While an in-person EOC is optimal, i the emergency situation is not prevents in-person coordination, the City Manager/EOC Director may opt to run a virtual EOC in which City staff can coordinate remotely.

# 2.3 Management Organization

The SEMS regulation requires local governments to provide for five functions: management, operations, planning/intelligence, logistics, and finance/administration. These functions, as seen in **Table 4: SEMS Functions** are the basis for structuring the City EOC organization.

Primary SEMS Function	Role of Local Government Level
Management	Responsible for overall emergency policy and coordination through joint efforts of governmental agencies and private organizations including public information and emergency communications.
Operations	Responsible for coordinating all jurisdictional operations in support of the emergency response through implementation of the local government's action plan.
Planning/Intelligence	Responsible for collecting, evaluating, and disseminating information; developing the local government action plan in coordination with other functions; and maintaining documentation.
Logistics	Responsible for providing facilities, services, personnel, equipment, and materials.
Finance/Administration	Responsible for financial activities and other administrative aspects, including documenting all costs and expenditures associated with a declared disaster.

**Table 4: SEMS Functions** 



The organizational structure for the City EOC provides for:

- Representatives from the Operational Area
- Mutual Aid Coordinators or their representatives from discipline-specific mutual aid systems
- Coordinators for other major functions needed for mutual aid and interjurisdictional coordination
- Representatives from other agencies, community-based organizations, private sector, and volunteer service programs to function as liaison between their organizations and the City EOC
- Other functions as needed to carry out the local government responsibilities of the lead agency

# 2.4 Resource Management

Resource requests from the field and city departments and requests to the operational area level will be made through one of the following processes:

- Discipline-specific mutual aid systems: requests for resources that are normally within the inventories of the mutual aid system will go from local coordinator to Operational Area Mutual Aid Coordinator to Regional Mutual Aid Coordinator.
- All other resource requests will be made through appropriate branches in the Operations Section who will then initiate the resource request through the Logistics Section at each level with emphasis on the need for lateral coordination with other EOC functions.

Resource requests from field and city departments will be coordinated within the City EOC to determine if the resource is available within City supplies. Available resources will be allocated as they are available.

If requests for a specific resource exceed the supply, the available resources will be allocated by the Operations Section consistent with priorities established through the action planning process. The EOC Management Staff is responsible for ensuring that priorities are followed.

Resources not available within the City will be requested through the Operational Area level. Resource requests should be coordinated internally at the city/local government level before being placed to the Operational Area level.

Functional coordinators in Operations and Logistics are responsible for tracking resource requests.

# 2.5 EOC Information Management



Within the City EOC, the EOC Forms will be used to provide written communications between the Sections, Branches and Units. Each Section, Branch and Unit will use these forms to order disaster/event related resources and to record information to be transmitted to other Sections/Branches/Units. This system provides an audit trail of all pertinent information necessary to document the actions taken by the City during the response to a disaster, rather than every word uttered between the various EOC Staff.

EOC Forms will not replace face-to-face communications but will ensure a paper trail of critical verbal communication is maintained, if not recorded on the individual's or Section's/Branches'/Units' duty logs. City EOC Forms and other pertinent documents and templates are located in the Form and Tools section of this plan.

Acting as the local government, the City coordinates emergency activities within its boundaries, augmenting, not replacing, any member jurisdiction's emergency operations. It also serves as the communications link between the field and the Operational Area. It provides a single point of contact for information on the emergency situation, as well as resource needs and priorities.

Transmission of critical information to the Operational Area EOC will be accomplished electronically when possible. via the XXXXXXX, a web-based system that functions as the OA's prima Preliminary Report, Situation Summary, Status Report, and a Flash Report.

**Preliminary Report.** The Preliminary Report form will be used by the City to transmit information to the Operational Area Emergency Operations Center during the first two hours after an event.

**Situation Summary.** The Situation summary is an assessment of the emergency and identifies major incidents/problems and response and recovery priorities. It is intended for use after the first two hours of an event.

**Status Report**. The Status Report is informational, providing data about the effects of the emergency in several categories. The Status Report and Situation Summary will be transmitted to the State together.

**Flash Report.** The Flash Report is used to transmit vital and/or time-sensitive information between the State and County/Operational Area outside regularly scheduled Situation Summaries and Status Reports.

Resource requests will be made through one of the following processes:

- Discipline-specific mutual aid systems: Requests for resources that are normally within the inventories of the mutual aid system will go from Local Coordinator to Operational Area Mutual Aid Coordinator to the Regional Mutual Aid Coordinator.
- All other resource requests will be made through the operations and logistics functions at each level.



Resource requests from jurisdictions within the City will be coordinated to determine if the resource is available from other departments or other sources within the City. Mutual Aid Coordinators at each level will keep the Operations Chiefs informed of the status of resource requests and allocations. Mutual Aid Coordinators at each level will communicate and coordinate with each other to maintain current status on resource requests and allocations within the disaster area.

Resource requests to the Operational Area are usually submitted through CALEOC. Available resources will be allocated to the requesting local government. If requests for a specific resource exceed the supply, the available resources will be allocated consistent with the priorities established through the action planning process. The Section Chiefs of the Operational Area EOC are responsible for ensuring that priorities are followed.

Resources that are not available within the Operational Area will be requested through the regional level, the State's Inland Region EOC. Resource requests should be coordinated internally at the Operational Area level before being forwarded to the regional level. The Resource Status Unit Leader in the Logistics Section, in coordination with various Operations Branches, is responsible for tracking resource requests.

# 2.6 EOC Action Planning

The use of action plans in the City EOC ensures a clear and measurable process for identifying objectives and priorities for a given event. Action planning is an important management tool that involves:

- A process for identifying priorities and objectives for emergency response or recovery efforts
- Plans which document the priorities and objectives, and the tasks and personnel assignments associated with meeting the objectives

The action planning process should involve the EOC Director and Section Chiefs (which includes the Chiefs of each Section), along with other EOC staff, as needed, such as special districts, and other agency representatives.

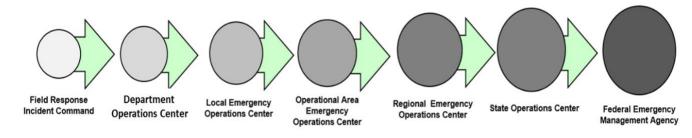
The Planning Section is responsible for facilitating the action planning meeting and completing and distributing the action plan. Action plans are developed for a specified operational period, which may range from a few hours to 24 hours. The operational period is determined by first establishing a set of priority actions that need to be performed. A reasonable time frame is then established for accomplishing those actions.

The action plans need not be complex but should be sufficiently detailed to guide EOC elements in implementing the priority actions.



#### 2.7 EOC Coordination

The emergency response is coordinated under SEMS, which provides a flexible, adaptable and expandable response organization to address all-hazards of varying magnitude and complexity. An EOC is activated to support field operations and ensure continuity of government when an incident threatens government services, requires additional resources beyond the capacity of the responding agency, or when resources exceed that which is available from within the jurisdiction as a whole. Communications between the field response, DOCs, and the EOC are established when the EOC is activated in support of field operations. Each local government's EOC will establish communications with the OA EOC and the OA EOC will communicate with the state through the REOC.



Inter-agency coordination inside and outside the EOC is important for:

- Establishing overall priorities
- Allocating critical resources
- Development of strategies for handling multi-agency and multi-jurisdictional response problems
- Sharing information
- Facilitating communications

Inter-agency coordination is an integral part of the functioning of the City's EOC. The EOC is staffed by representatives from the departments and agencies working together to coordinate the City's emergency response. Agency representatives from local governments including special districts, community-based organizations, volunteer services programs (VSPs), and private organizations, may also participate with EOC functional elements in coordinating the city response effort. Coordination with agencies not represented in the EOC may be accomplished through telecommunications, satellite, or other electronic means.

In a major emergency, a local jurisdiction EOC might be activated to coordinate and support the overall response. Personnel that are part of a field level emergency response will utilize ICS to manage and direct on-scene operations. Tactical management of responding resources is always under the leadership of the on-site Incident Commander (IC) at the Incident Command Post (ICP). ICs may report to the DOC dispatching resources amongst incidents, which in turn will coordinate with the local EOC. In some



jurisdictions ICs may report or communicate directly to the local EOC usually to their counterpart in the operations section.

# 2.7.1 Field Response/Incident Command

City EOC communications and coordination must be established with city field responders who are responding to the emergency. When no Departmental Operations Centers (DOCs) are activated, the Incident Commander(s) operating in the field will report directly to the Operations Section Chief in the City EOC, via the City dispatchers or through other methods that are available.

When City Departments have activated their DOCs, the Field Incident Commander will continue to report directly to the Operations Section Chief in the City EOC and provide status reports to their DOC.

# 2.7.2 Departmental Operation Centers (DOCs)

The appropriate City EOC Section/Branch/Unit will coordinate with DOCs to obtain information for advance planning, logistical needs, available personnel and equipment resources, and other information as required. The DOCs will assist the City EOC in supporting field operations.

#### 2.7.3 Operation Area

During EOC activation, direct communications and coordination may be established with the Operational Area and any Operational Area member jurisdictions, specifically is emergency incident falls between the City limits and a neighbor jurisdiction. Initially, communications will be established by any means available and with whoever is available, regardless of their functional EOC position. Ideally, communications and coordination with the Operation Area EOC and neighboring City EOCs will occur along functional lines.

Whenever feasible, an agency representative from the City should report to the Operational Area EOC, when the City EOC has been activated. The city representatives will ensure that adequate coordination and information exchange arrangements are made with the Operational Area.

# 2.7.4 Private and Volunteer Agencies

Coordination of response activities with many non-governmental agencies may occur, primarily at the field level. However, the City EOC will establish coordination with private and volunteer agencies that have multi-jurisdictional or city-wide response roles. The



agencies that play key roles in the response should have representatives at the City EOC.

Coordination with volunteer and private agencies that do not have representatives in the EOC may be accomplished through telecommunications.

# 2.7.5 Special Districts

The emergency response role of special districts is generally focused on their normal services or functional area of responsibility. Ideally, the special district involved in the emergency response will have a representative at the City EOC, serving as the focal point of coordination and work with other local government representatives in the EOC. If a special district is unable to send a representative, then the Liaison Officer in the EOC will be responsible for establishing communications and coordination with the special district. At the writing of this document, the City has no Special Districts under its jurisdiction.

# 2.7.6 Regional Emergency Operations Center

Direct coordination and communications with the Inland Region Emergency Operations Center (REOC) is essential. There is one primary method and one alternate method for the Operational Area to coordinate with the Regional EOC:

- Primary Method The REOC sends a field representative to the Operational Area
- Alternate Method The Operational Area and the REOC coordinate through various telecommunications systems

Coordination and communications between the County EOC and the Region EOC will occur between the five SEMS functions. Direct coordination and communications will also be established between the Operational Area Mutual Aid Coordinators, who are located in the County EOC, and the Region's Mutual Aid Coordinator, who are located in the State's Coastal Region EOC. These coordinators may be functioning from their respective Operational Area and regional EOCs or from other locations depending on the situation and the mutual aid system.

# 2.7.7 State & Federal Field Response

There are some instances where a state or federal agency will be part of a field response in the county. State agency field response may result of a flood fight effort, oil spill, hazardous materials accident or other hazard scenarios. Federal field response could result from the same scenarios or a military aircraft accident, where the federal military authorities are the Incident Commander.

When a state agency or federal agency is involved in field operations, coordination will be established with the City EOC. State or federal agencies operating in the field may be found in any ICS section, branch, or unit; or part of a Unified Command. The incident will determine their location.



#### 2.7.8 Deactivation

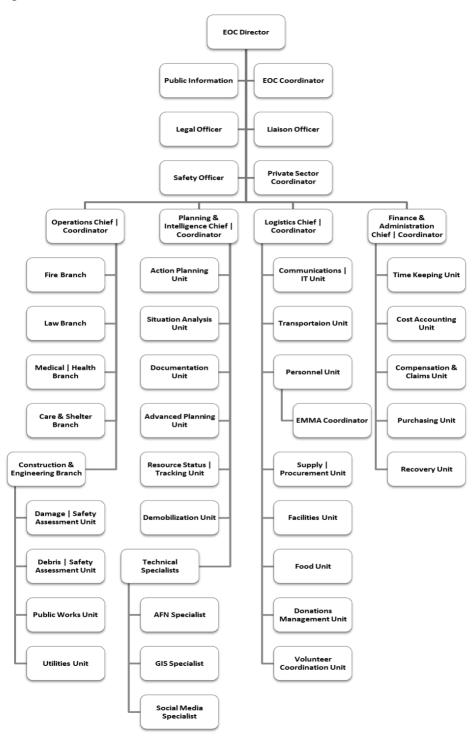
Deactivation of the City's EOC occurs upon order of the EOC Director based on incident status. Deactivation may occur through a gradual decrease in staffing or all at once. OA EOC responders must follow applicable deactivation procedures as directed by the EOC Director and identified in the OA EOC position-specific checklists. The decision to deactivate the City's EOC will be communicated to the Fresno Operational Areas.

As the EOC is deactivated, all documentation pertaining to the event will be gathered for the purpose of documenting the incident, reimbursement requests, and for use in writing the After Action Report (AAR).



# 3 EOC Position Job Aids

The following pages contain functional descriptions and jobaids for each position in the City EOC. **Figure 4: EOC Organization Chart** below, provides an overview of the City's EOC organization.





## Figure 4: EOC Organization Chart

All of these positions need not be filled in the EOC. This content is intended to match California's EOC Position Credentialing program and roles. At a minimum, when activated at a Level 3, a City EOC should include General and Management Staff positions:

#### **General Staff**

- EOC Director
- Operations Section Chief
- Planning and Intelligence Section Chief
- Logistics Section Chief
- Finance/Admin Section Chief

# **Management Staff**

- EOC Coordinator
- Public Information Officer
- Liaison Officer
- Safety Officer
- Legal Officer
- Private Sector Coordinator



# 3.1 Management Section

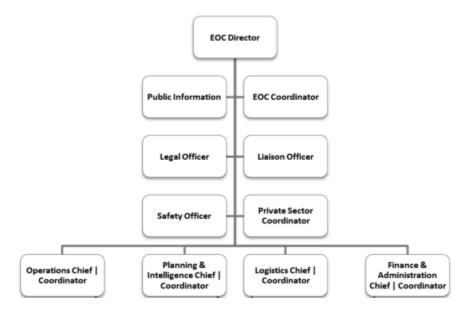


Figure 5: EOC Management Section

This section contains functional section and position descriptions, responsibilities, and job aids for personnel assigned to the Management Section of the City EOC. Job aids describe the minimum actions that should be accomplished by personnel assigned to functional positions within the section.

#### **Section Overview:**

 The Management Section is responsible for overall emergency policy and coordination.

## **Section Responsibilities Include:**

- Overall management and coordination of emergency response and recovery operations
- Oversee and manage all Sections in the EOC.
- Coordinate and liaison with appropriate federal, state, local government, private and volunteer entities
- Establish priorities and resolve demand conflicts
- Prepare and disseminate emergency public information, other essential information and data about impacts and damage

**Figure 5: EOC Management Section**, above, shows all of the positions that are part of the EOC Management Section.



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# POSITION JOB AIDS





#### JobAid: EOC Director

# POSITION OVERVIEW



- Overall responsibility and authority for the operation of the EOC.
- Will assure EOC is staffed and operated at a level commensurate with the emergency.

#### REPORT

TO

CITY COUNCIL or DESIGNEE

#### TO ME

#### **GENERAL STAFF**

- Operations Section
   Chief/Coordinator
- Planning/Intelligence Chief Section Coordinator
- Logistics Section
   Chief/Coordinator
- Finance/Administration Section Chief/ Coordinator

### **MANAGEMENT STAFF**

- EOC Coordinator
- Public Information Officer
- Liaison Officer/Agency Representative
- Safety Officer
- Legal Officer
- Private Sector Coordinator

# PLANS & REPORTS



EOC ACTION PLAN | REVIEW + APPROVAL ADVANCE PLAN(S) | REVIEW + APPROVAL DEMOBILIZATION PLAN | REVIEW + APPROVAL PRESS RELEASES | REVIEW + APPROVAL REPORTS | REVIEW + APPROVAL

# FORMS & GUIDES



- POSITION JOBAID
- ALL ICS FORMS (IF USING)
- EOC-225 FOR PD CREDENTIALING
- PROCLAMATION RESOLUTION

#### GUIDE

- PLANNING "P"
- RECOVERY PLAN/PROJECT MANAGEMENT

#### **TECHNOLOGY**



- LAPTOP
- PHONE (DESK OR CELL)

#### **RESOURCES**



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

# PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:

EOC-225 to CALOES | credentialcoord@caloes.ca.gov



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	<ul> <li>Establish appropriate EOC staffing level</li> <li>Continuously monitor organizational effectiveness and make appropriate changes</li> </ul>	
	Exercise overall management responsibility for the coordination between emergency response agencies in the jurisdiction.	
	<ul> <li>Alongside General Staff, set jurisdictional priorities for response.</li> <li>Ensure all department/agency actions support established EOC priorities.</li> </ul>	
	Ensure that inter-agency coordination is accomplished effectively.	
ACTIVATION		
	Determine appropriate level of activation based on known situation	
	Mobilize/Recall appropriate personnel to the EOC for initial activation.	
	Respond immediately to EOC site and determine operational status.	
	<ul> <li>Obtain briefing from available sources.</li> <li>Ensure that EOC is properly set up and ready for operations.</li> <li>Ensure that EOC check-in procedure is established</li> <li>(FORM   EOC-211, FORM   EOC-205A)</li> </ul>	
	Ensure that EOC organization and staffing chart is posted and completed  (FORM   EOC-207)	
	Determine needed EOC sections, assign Section Chief/Coordinators and ensure sections are adequately staffed.   Operations Section Chief/Coordinator	
	Logistics Section Chief/Coordinator Planning/Intelligence Section Chief/Coordinator Finance/Administration Section Chief/Coordinator	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Determine needed Management Staff positions and ensure they are filled as soon as possible.	
	☐ EOC Coordinator ☐ Public Information Officer ☐ Rumor Control Coordinator ☐ Liaison Officer ☐ Agency Representative ☐ Safety Officer	
	Ensure telephone and/or radio communications with other EOCs/DOCs is established and functioning.	
	Schedule the initial EOC Action Planning Meeting  (FORM   EOC-230)	
	Alongside General Staff, determine what representation is needed at the EOC from other emergency response agencies.	
	Assign a liaison officer to coordinate outside agency response to the EOC, and if needed, assist in establishing an Inter-Agency Coordination Group.	
RESPONSE		
	Monitor general staff activities to ensure appropriate actions are being taken.	
	Alongside Public Information Officer, conduct news conferences and review media releases for final approval. Follow established procedure for public information.	
	(FORM   PRESS RELEASE)	
	Ensure Liaison Officer is providing and maintaining effective inter-agency coordination.	
	Based on status reports, establish initial strategic objectives for the EOC.	



TYPE TIME		STATUS C=Complete I=In-Progres P=Pending
	Alongside Management Staff, prepare EOC objectives for the initial Action Planning Meeting.	
	<ul><li>(FORM   EOC-202)</li><li>(GUIDE   PLANNING "P" GUIDE)</li></ul>	
	<ul> <li>Convene Initial Action Planning meeting.</li> <li>Ensure that all Section Chief/Coordinators, Management Staff, and key agency representatives are in attendance.</li> <li>Ensure appropriate Action Planning procedures are followed.         <ul> <li>(GUIDE   PLANNING "P" GUIDE)</li> </ul> </li> <li>Ensure meeting is facilitated appropriately by the Planning/Intelligence Section, and consensus among EOC Coordinator, PIO, and Section Chiefs/Coordinators on objectives for forthcoming operational period.</li> <li>Assess the situation, define problems, set priorities, and establish strategic and SMART objectives for the response/recovery period</li> <li>Determine the Operational Period time frame (i.e., 6-, 8- or 12-hour shifts)</li> <li>Review and identify the need for additional staffing and/or</li> </ul>	
	other resources  When Action Plan is completed by the Planning/Intelligence Section,	
	review, approve and authorize its distribution and implementation.  (FORMS   EOC-201, EOC-202, EOC-205A, EOC-207, EOC-208, EOC-211, EOC-213. EOC-215, EOC-215A, EOC-230 OR PLAN   EOC ACTION PLAN)	
	Conduct periodic briefings with general staff to ensure strategic objectives are current and appropriate.	
	Conduct periodic briefings for elected officials or their representatives.	
	(FORM   EOC-209 OR REPORT   SITUATION STATUS)	
	If appropriate, issue an Emergency Proclamation, and coordinate local government proclamations with other emergency response agencies.	
	(FORM   PROCLAMATION RESOLUTION)	



TYPE   TIME		STATUS C=Complete I=In-Progress P=Pending
	Provide turnover briefing to position replacement.	
	<ul> <li>Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.</li> <li>(FORM   USE CURRENT POSITION JOBAID)</li> <li>(FORM   USE CURRENT EOC-214)</li> </ul>	
	Ensure next shift's staff are accounted for	
	Ensure the safety and well-being of staff being dismissed for the operational period	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out	
_	(FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION	<b>V</b>	
	Authorize demobilization of sections, branches and units when they are no longer required informally or via a plan.	
	(PLAN   DEMOBILIZATION PLAN)	
	Notify higher level EOCs and other appropriate organizations of planned demobilization, as appropriate.	
	Ensure that open actions not completed will be handled after demobilization.	
	Ensure that all required forms or reports are completed prior to demobilization.	
	Prepare to provide input to the after-action report.	
	Proclaim termination of the emergency response and proceed with recovery operations.	
TERMINATION		



TYPE   TIME		STATUS C=Complete I=In-Progress P=Pending
	Alongside Public Information Officer, make emergency termination notifications to City Council, Response Partners, Community and OP Area.	
	Provides a final emergency briefing of the event to EOC personnel to include:	
	<ul> <li>Date/time of termination.</li> <li>Requests all documentation developed during the event response.</li> <li>Instructions for support of recovery operations or assembly of the final report.</li> <li>Time and date of formal debrief to identify issues, lessons learned, and corrective actions.</li> <li>Instructions for resumption of normal operations.</li> </ul>	
	Determine if a formal Recovery Plan is required based on a review of the technical criteria by:	
	<ul> <li>Length and resources required for investigating and fact-finding activities.</li> <li>Assessment of property damage efforts require substantial and prolonged coordination and communications with off-site governments, agencies, and/or response organizations.</li> <li>Number of personal injuries or illnesses requiring protracted follow-up treatment, analysis, and public information.</li> </ul>	
	<ul> <li>Supervise the transition of the EOC from response to recovery operations, as necessary.</li> <li>Appoint a recovery manager; the recovery manager will establish a recovery organization and recovery plan.</li> <li>(GUIDE   RECOVERY PLAN/PROJECT MANAGEMENT)</li> </ul>	
	<ul> <li>Proclaim EOC Deactivate.</li> <li>Approve deactivation of other emergency facilities that were opened because of the emergency.</li> </ul>	
	Assists with recovery objectives, as requested for Recovery Plan.  (GUIDE   RECOVERY PLAN/PROJECT MANAGEMENT)	
	Turn over command to Recovery Manager.	
	Schedule Incident Debriefing.	



TYPE   TIME		STATUS C=Complete I=In-Progress P=Pending
	<ul> <li>Assists with the development of a Final AAR.</li> <li>Approved final AAR</li> <li>(REPORT   LOCAL GOVERNMENT AFTER ACTION REPORT)</li> </ul>	
	Turns in completed job aids, forms, and notes to Documentation Unit.	
SHIFT/STAFF CH	ANGE	<u> </u>
TASKS (PENDING)		

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Date:	Time:	am / pm



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## JobAid: EOC Coordinator

# POSITION OVERVIEW



- The EOC Coordinator assists and serves as an advisor to the Emergency Director and General Staff as needed
- Oversees the overall functioning of the emergency operations center

**REPORT** 

TO

#### **EOC DIRECTOR**

# PLANS





- ALL PLANS
- ALL REPORTS

# FORMS

& GUIDES



#### **FORMS**

- ALL
- POSITION JOBAID
- EOC-225 FOR PD CREDENTIALING

## **GUIDES**

ALL

#### **TECHNOLOGY**



- LAPTOP
- PHONE (DESK OR CELL)

#### **RESOURCES**



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

# PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:

(EOC-225) to CALOES | <u>credentialcoord@caloes.ca.gov</u>



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Facilitate the overall functioning of the EOC.	
	<ul> <li>Assist and serve as an advisor to the EOC Director and General Staff as needed.</li> <li>Provide information and guidance related to the internal functions of the EOC.</li> <li>Ensure compliance with operational area emergency plans and procedures.</li> </ul>	
	Assist the Liaison Officer in ensuring proper procedures are in place for directing agency representatives and conducting VIP/visitor tours of the EOC.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over jobaid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
	Assist the EOC Director in determining appropriate staffing for the EOC.  (FORM   EOC-207)	
	Provide assistance and information regarding section staffing to all general staff.	
RESPONSE		
	Assist the EOC Director and the General Staff in developing overall strategic objectives as well as section objectives for the EOC Action Plan.  • (FORM   EOC-202)  • (GUIDE   PLANNING "P" GUIDE)	



TYPE	TIME C=I	TATUS Complete n-Progress =Pending
	Advise the EOC Director on proper procedures for enacting emergency proclamations, emergency ordinances and resolutions, and other legal requirements.  (FORM   PROCLAMATION RESOLUTION)  (GUIDE   LEGAL AUTHORITIES)	
	Assist the Planning/Intelligence Section in the development, continuous updating, and execution of the EOC Action Plan.  (PLAN   EOC ACTION PLAN)  (GUIDE   PLANNING "P" GUIDE)	
	Provide overall procedural guidance to General Staff as required.	
	Provide general advice and guidance to the EOC Director as required.	
	Ensure that all appropriate notifications are made to same and one level higher EOCs.	
	Ensure that all communications with appropriate emergency response agencies is established and maintained.	
	Assist the EOC Director in preparing for and conducting briefings with Management Staff, the agency or jurisdiction policy groups, the media, and the public.  (REPORT   EOC-209) or (REPORT   SITUATION STATUS)  (FORM   PRESS RELEASE)	
	Assist the Liaison Officer with coordination of all EOC visits.	
	Aid with shift change activity as required.	
SHIFT CHA	NGE/TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.	



		(FORM   EOC-211, FORM   EOC-205A)	
TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
DEMOBILIZA	ATION		
		Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
		Complete all required forms, reports, and other documentation. Provide all completed documentation to the Documentation Unit, prior to your departure.	
		Clean up your work area before you leave.	
		Provide a forwarding phone number where you can be reached.	
		Be prepared to provide input to the after-action report.	



# SHIFT/STAFF CHANGE

,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
TASKS (PENDING)	
NOTES	
Name o	Forwarding

Phone #:

Time:

Name:

Date:

\_am / pm



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# JobAid: Legal Officer

# POSITION OVERVIEW



- Provides legal counsel to the Emergency Services Director / EOC Director and all City / Agency Staff in legal matters pertaining to emergency response and recovery.
- Assists in the preparation of proclamations, ordinances, and other legal documents; and maintains the City's / Agency's legal records and reports.

**REPORT** 

TO

#### **EOC DIRECTOR**

# PLANS & REPORTS



# SHARES WITH RELEVANT STAKEHOLDERS. NOT RESPONSIBLE FOR DEVELOPMENT.

# FORMS & GUIDE

#### **FORM**

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING
- PROCLAMATION RESOLUTION

## **GUIDE**

LEGAL AUTHORITIES

## **TECHNOLOGY**



- LAPTOP
- PHONE (DESK OR CELL)

## **RESOURCES**



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VFS

# PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:

(EOC-225) to CALOES | <u>credentialcoord@caloes.ca.gov</u>



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Advises the Multi-Agency Coordination/Policy Group and/or EOC Director, and the Management and General Staff, as needed, on the legality and/or legal implications of contemplated emergency actions and policies (Reference the California Emergency Services Act, Stafford Act, etc., as necessary).	
	Establishes areas of legal responsibility and/or potential liabilities.	
	As needed, prepares documents relative to evacuations, curfews, and demolition of hazardous structures or conditions.	
	Develops emergency rules, regulations and laws required for acquisition and/or control of critical resources.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available/appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
	Obtain assistance for position through the Personnel Unit in Logistics, as required.	
RESPONSE		
	Assist as necessary with Emergency Proclamation Resolution Process and Forms.  (FORM   PROCLAMATION RESOLUTION)	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Provide technical knowledge of jurisdictional authorities.  (GUIDE   LEGAL AUTHORITIES)	
	Develops emergency rules, regulations and laws required for acquisition and/or control of critical resources.	
	Prepares documents relative to evacuations, curfews, and demolition of hazardous structures or conditions.	
SHIFT CHANGE/TI	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION		
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Release agency representatives that are no longer required in the EOC when authorized by the EOC Director.</li> <li>Ensure that you collect any documentation from them that would be relevant for after-action report.</li> </ul>	
	Complete all required forms, reports, and other documentation. Provide all completed documentation to the Documentation Unit, prior to your departure.	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



# SHIFT/STAFF CHANGE

TASKS (PENDING)		
NOTES		
	Forwarding	
Name:	Phone #: _	
Date:		am / pm



#### JobAid: Liaison Officer

# POSITION OVERVIEW



- Responsible for serving as the point of contact to all internal and external individuals, organizations, agencies and customers
- Oversee all special events, dignitary visits and field liaison positions

**REPORT** 

TO

### **EOC DIRECTOR**

PLANS & REPORTS



# SHARES WITH RELEVANT STAKEHOLDERS. NOT RESPONSIBLE FOR DEVELOPMENT

**FORMS** 

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST
- EOC-209 INCIDENT STATUS SUMMARY
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

#### **TECHNOLOGY**



- LAPTOP
- PHONE (DESK OR CELL)

#### **RESOURCES**



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

# PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:

(EOC-225) to CALOES | <u>credentialcoord@caloes.ca.gov</u>



TYPE TI	ME	STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	<ul> <li>Oversee all liaison activities, including coordinating outside agency representatives assigned to the EOC.</li> <li>Handle requests from other EOCs for EOC agency representatives.</li> </ul>	
	Establish and maintain a central location for incoming agency representatives, providing workspace and support as needed.	
	Ensuring that position specific guidelines, policy directives, situation reports, and a copy of the EOC Action Plan is provided to Agency Representatives upon check-in.	
	In conjunction with the EOC Coordinator, provide orientations for VIPs and other visitors to the EOC.	
	Ensuring that demobilization is accomplished when directed by the EOC Director.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available/appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
	Obtain assistance for position through the Personnel Unit in Logistics, as required.	
RESPONSE		



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Contact Agency Representatives already on-site, ensuring that they:	
	<ul> <li>□ Have signed into the EOC</li> <li>□ Understand their role in the EOC</li> <li>□ Know their work locations</li> <li>□ Understand the EOC organization and floor plan.</li> </ul>	
	Determine if additional representation is required from:	
	☐ Community based organizations ☐ Private organizations ☐ Utilities not already represented ☐ Other agencies	
	Alongside EOC Director and EOC Coordinator, establish and maintain Interagency Coordination Group made up of outside agency representatives and executives not assigned to specific sections within the EOC.	
	<ul> <li>Assist the EOC Director and EOC Coordinator in conducting regular briefings for the Inter-Agency Coordination Group.</li> <li>Assist with distribution of the current EOC Action Plan and Situation Report.</li> <li>(PLAN   EOC ACTION PLAN)</li> <li>(FORM   EOC-209) or (REPORT   SITUATION STATUS)</li> </ul>	
	Request that Agency Representatives maintain communications with their agencies and obtain situation status reports regularly.	
	With the approval of the EOC Director, provide agency representatives from the EOC to other EOCs as required and requested.	
	<ul> <li>Maintain active roster of agency representatives located at the EOC</li> <li>Roster should be distributed internally on a regular basis.</li> <li>(FORM   EOC-211 JUST FOR AGENCY REPRESENTATIVES)</li> <li>(FORM   EOC-205A JUST FOR AGENCY REPRESENTATIVES)</li> </ul>	
SHIFT CHANGE/TI	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	



TYPE   TIN	ME	STATUS C=Complete I=In-Progress P=Pending
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID) (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZAT	ION	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Release agency representatives that are no longer required in the EOC when authorized by the EOC Director.</li> <li>Ensure that you collect any documentation from them that would be relevant for after-action report.</li> </ul>	
	Complete all required forms, reports, and other documentation. Provide all completed documentation to the Documentation Unit, prior to your departure.	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	
TERMINATION		•
	Provide Public Information officer with agency roster for final termination notification  (FORM   EOC-211 JUST FOR AGENCY REPRESENTATIVES)	



TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #:	
Date:	Time: _	am / pm





#### JobAid: Public Information Officer

POSITION OVERVIEW



Responsible for providing news and information on the emergency/disaster to the media, the public, all departments and required agencies.

**REPORT** 

TO

**EOC DIRECTOR** 

**PLANS** 

& REPORTS



PRESS RELEASES | DEVELOPS

**FORMS** 

& GUIDES

**FORMS** 

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- MEDIA CALL
- PUBLIC CALL
- DISASTER ASSISTANCE DIRECTORY
- PRESS RELEASE
- MEDIA BRIEFING SCHEDULE
- EOC-225 FOR PD CREDENTIALING

#### **GUIDE**

- MEDIA CENTER/JOINT INFORMATION CENTER
- EMERGECY ALERT SYSTEM NOTIFICATION

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



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TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Serve as the central coordination point for the agency or jurisdiction for all media releases.	
	Ensure that the public within the affected area receives complete, accurate, and consistent information about life safety procedures, public health advisories, relief and assistance programs and other vital information.	
	Coordinate media releases with Public Information Officers at incidents or representing other affected emergency response agencies as required.	
	Develop the format for press conferences, in conjunction with the EOC Director.	
	Maintaining a positive relationship with the media representatives.	
	Supervising the Public Information Branch.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over jobaid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
	Determine staffing requirements and make required personnel assignments for the Public Information function to the Personnel Unit in Logistics, as required.	
RESPONSE		
	Obtain policy guidance from the EOC Director regarding press releases.	



TYPE	TIME	STATUS C=Complete I=In-Progress P=Pending
	<ul> <li>Keep the EOC Director advised of all unusual requests for information and of all major critical or unfavorable media comments.</li> <li>Recommend procedures or measures to improve media relations.</li> </ul>	
	Coordinate with the Situation Analysis Unit and identify the method for obtaining and verifying significant information as it is developed.	
	Develop and publish a media-briefing schedule, to include location, format, and preparation and distribution of handout materials.  (FORM   MEDIA BRIEFING SCHEDULE)	
	Implement and maintain an overall information release program.	
	Establish a Media or Joint Information Center, as required, providing necessary space, materials, telephones, and electrical power.  (GUIDE   MEDIA CENTER/JOINT INFORMATION CENTER)	
	<ul> <li>Maintain up-to-date status boards and other references at the Media or Joint Information Center.</li> <li>Provide adequate staff to answer questions from members of the media.</li> </ul>	
	Interact with other EOC PIOs and obtain information relative to public information operations.	
	Develop content for state Emergency Alert System (EAS) releases if available. Monitor EAS releases as necessary.  (GUIDE   EMERGENCY ALERT SYSTEM NOTIFICATIONS)	
	In coordination with other EOC sections and as approved by the EOC Director, issue timely and consistent advisories and instructions for life safety, health, and assistance for the public.	
	<ul> <li>At the request of the EOC Director, prepare media briefings and press releases for members of the agencies or jurisdiction policy groups.</li> <li>Provide other assistance as necessary to facilitate their participation in media briefings and press conferences.</li> <li>(FORM   PRESS RELEASE)</li> </ul>	
	Ensure that a rumor control function is established to correct false or erroneous information.	
	Ensure that adequate staff is available at incident sites to coordinate and conduct tours of the affected areas.	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Provide appropriate staffing and telephones to efficiently handle incoming media and public calls.  (FORM   MEDIA CALL) (FORM   PUBLIC CALL)	
	Prepare, update, and distribute to the public a Disaster Assistance Information Directory, which contains locations to obtain food, shelter, supplies, health services, etc.  (FORM   DISASTER ASSISTANCE DIRECTORY)	
	Ensure that announcements, emergency information and materials are translated and prepared for special populations (non-English speaking, hearing impaired etc.).	
	Monitor broadcast media, using information to develop follow-up press releases and rumor control.  (FORM   PRESS RELEASE)	
	Ensure that file copies are maintained of all information released.	
	Provide copies of all press releases to the EOC Director for approval.  (FORM   USE CURRENT PRESS RELEASES)	
	Prepare final press releases and advise media representatives of points-of-contact for follow-up stories.	
SHIFT CHANGE/TE	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION		
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	



ТҮРЕ	TIME		STATUS C=Complete I=In-Progress P=Pending
		Complete all required forms, reports, and other documentation. Provide all completed documentation to the Documentation Unit, prior to your departure.	
		Clean up your work area before you leave.	
		Provide a forwarding phone number where you can be reached.	
		Be prepared to provide input to the after-action report.	
TERMINATIO	ON		
		Alongside EOC Director and Liaison Officer, make emergency termination notifications to City Council, Response Partners, Community and OP Area.	



TASKS (PENDING)	
NOTES	
Name:	Forwarding  Phone #:
	* *************************************



Date:	Time:	am / pm

#### JobAid: Safety Officer

#### POSITION OVERVIEW



- Responsible for identifying and mitigating safety hazards and situations of potential City / Agency liability during EOC operations.
- Ensuring that all facilities used in support of EOC operations have safe operating conditions (building, parking lots, etc.)

REPORT

TO

#### **EOC DIRECTOR**

**PLANS** 

& REPORTS



**EOC ACTION PLAN | PROVIDES INPUT** 

ADVANCE PLANS + REPORTS (DEMO, RECOVERY ETC.) |

PROVIDES INPUT

**FORMS** 



- POSITION JOBAID
- EOC-205A COMMUNICATION LIST
- EOC-208 SAFETY MESSAGE
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-215A SAFETY ANALYSIS
- EOC-225 FOR PD CREDENTIALING

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

**PROFESSIONAL** 

**CREDENTIAL** 



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(EOC-225) to CALOES | <u>credentialcoord@caloes.ca.gov</u>

City of Coalinga



TYPE TIME		STATUS C=Complete I=In-Progress
DUTIES		P=Pending
	Ensure that all buildings and other facilities used in support of the EOC are in a safe operating condition.	
	Monitor operational procedures and activities in the EOC to ensure they are being conducted in a safe manner, considering the existing situation and conditions.	
	Stop or modify all unsafe operations outside the scope of the EOC Action Plan, notifying the EOC Director of actions taken.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available/appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	<ul> <li>Tour the entire EOC facility and evaluate conditions.</li> <li>Advise the EOC Director of any conditions and actions that might result in liability, (unsafe layout or equipment set-up, etc.)</li> </ul>	
	Study the EOC facility and document the locations of all fire extinguishers, emergency pull stations, and evacuation routes and exits.  (FORM   EOC-215a)	
	Be familiar with particularly hazardous conditions in the facility; act when necessary.	
	Prepare and present safety briefings for the EOC Director and General Staff at appropriate meetings.  (FORM   EOC-208)	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	If the event that caused activation was an earthquake, provide guidance regarding actions to be taken in preparation for aftershocks.	
	Ensure that the EOC facility is free from any environmental threats - e.g., radiation exposure, air purity, water quality, etc.	
	Keep the EOC Director advised of unsafe conditions; act when necessary.	
	Coordinate with the Finance/Administration Section in preparing any personnel injury claims or records necessary for proper case evaluation and closure.	
SHIFT CHANGE/TI	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID) (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION		
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	Complete all required forms, reports, and other documentation. Provide all completed documentation to the Documentation Unit, prior to your departure.	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
Name:	Forwarding	
	rnone #:	
Date:	Time:	am / pm



## 3.2 Operations Section

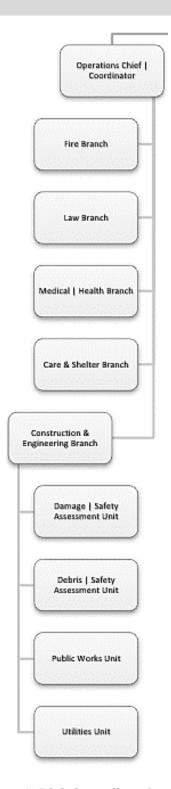


Figure 6: EOC Operations Section



This section contains functional section and position descriptions, responsibilities, and jobaids for personnel assigned to the Operations Section of the City EOC. Jobaids describe the minimum actions that should be accomplished by personnel assigned to functional positions within the section.

#### **Section Overview:**

 The Operations Section is primarily responsible for managing the operations of various response elements involved in the disaster/emergency

#### Section Responsibilities Include:

- **Fire:** Fire/Rescue, Hazardous Materials, Emergency Medical Services, Environmental Preservation
- Law: Coroner, Law Enforcement, Investigations, Security
- Care & Shelter: Care and Shelter
- Public Works: Street, Traffic, Utilities, Solid Waste, Wastewater, Parking, Facility and Vehicle Maintenance
- Construction & Engineering: Building Safety, Building Damage, and Safe Access

**Figure 6: EOC Operations Section**, above, shows all the positions that are part of the EOC Operations Section.



### JobAid: Operations Chief/Coordinator

#### POSITION OVERVIEW



Responsible for the management and coordination of all EOC related operational functions. The Operations Section Coordinator will ensure, based on the emergency, that all necessary operational functions have been activated and are appropriately staffed

REPORT TO MANAGEMENT | EOC DIRECTOR

#### TO ME **STAFF**

- Fire Branch
- Law Branch
- Medical/Health Branch
- Care & Shelter Branch
- Construction & Engineering Branch
- Debris Management Unit
- Public Works Unit
- Utilities Unit

#### **PLANS**



#### **EOC ACTION PLAN | SUPPORTS DEVELOPMENT**

## FORMS & REPORTS

#### **FORMS**

- POSITION JOBAID
- RESOURCE REQUEST
- EOC-205A
  - COMMUNICATION LIST
  - EOC-209 INCIDENT STATUS SUMMARY
- EOC-211 CHECK-IN LIST
- EOC-213 RESOURCE REQUEST
- EOC-214 ACTIVITY LOG
- EOC-215 RESOURCE PLANNING WORKSHEET
- EOC-225 FOR PD CREDENTIALING

#### **REPORT**

- AGRICULTURAL STATUS
- ENERGY STATUS
- FIREFIGHTING STATUS
- HAZMAT STATUS
- MASS CARE STATUS
- PUBLIC SAFETY STATUS
- PUBLIC WORKS STATUS
- SEARCH & RESCUE STATUS
- TRANSPORTATION STATUS
- UTILITY STATUS

#### **TECHNOLOGY**



- LAPTOP
- PHONE (DESK OR CELL)

#### **RESOURCES**



- WORKSTATION
- BINDER
- VEST

# PROFESSIONAL CREDENTIAL



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TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Ensure that the Operations Function is carried out including coordination of activities for all operational functions assigned to the EOC.	
	Ensure that operational objectives and assignments identified in the EOC Action Plan are carried out effectively.	
	Establish the appropriate level of branch and unit organizations within the Operations Section, continuously monitoring the effectiveness and modifying accordingly.	
	Exercise overall responsibility for the coordination of Branch and Unit activities within the Operations Section.  (FORM   EOC-215)	
	Ensure that the Planning/Intelligence Section is provided with Status Reports and Major Incident Reports.	
	Conduct periodic Operations briefings for the EOC Director as required or requested.	
	Supervise the Operations Section.	
ACTIVATION		
	Check in at the EOC.  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up).	
	Check workstation to ensure readiness.	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities.  (FORM   EOC-214)	
	Ensure that the Operations Section is set up properly and that appropriate personnel, equipment, and supplies are in place, including maps and status boards.	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Meet with Planning/Intelligence Section Coordinator; obtain a preliminary situation briefing.	
	Based on the situation, activate positions/branch within the section as needed:	
	Fire Branch Law Branch Medical/Health Branch Care & Shelter Branch Construction & Engineering Branch Damage/Safety Assessment Debris Management Unit Public Works Unit Utilities Unit	
	Determine if there are mutual aid requests for these functional areas.  Initiate coordination with appropriate mutual aid systems as required.	
	Request additional personnel for the section as necessary for 24-hour operation.	
	<ul> <li>Obtain a current communications status briefing from the Communications Branch Coordinator in Logistics.</li> <li>Ensure that there is adequate equipment and radio frequencies available as necessary for the section.</li> </ul>	
	Determine estimated times of arrival of section staff from the Personnel Branch in Logistics.	
	Confer with the EOC Director to ensure that the Planning/Intelligence and Logistics Sections are staffed at levels necessary to provide adequate information and support for operations.	
	Coordinate with the Liaison Officer regarding the need for Agency Representatives in the Operations Section.	
	Coordinate with the Planning/Intelligence Section Coordinator to determine the need for any Technical Specialists.	
	Establish radio or phone communications with Department Operations Centers (DOCs), and/or with Incident Commander(s) as directed and coordinate accordingly.	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Determine activation status of other EOCs in the Operational Area or adjacent areas and establish communication links with their Operations Sections if necessary.	
	Based on the situation known or forecasted, determine likely future needs of the Operations Section.	
	Identify key issues currently affecting the Operations Section; meet with section personnel and determine appropriate section objectives for the first operational period.	
	Review responsibilities of branches in section; develop an Operations Plan detailing strategy for carrying out Operations objectives.	
	Adopt a pro-active attitude. Think ahead and anticipate situations and problems before they occur.	
RESPONSE		
	Ensure Operations Section position logs and other necessary files are maintained.	
	Ensure that situation and resources information is provided to the Planning/Intelligence Section on a regular basis or as the situation requires, including Status Reports and Major Incident Reports.  (FORM   EOC-209 OR OPTIONS BELOW) (REPORT   AGRICULTURAL STATUS) (REPORT   COMMUNICATION STATUS) (REPORT   ENERGY STATUS) (REPORT   FIREFIGHTING STATUS) (REPORT   HAZMAT STATUS) (REPORT   MASS CARE STATUS) (REPORT   PUBLIC SAFETY STATUS) (REPORT   PUBLIC WORKS STATUS) (REPORT   SEARCH & RESCUE STATUS) (REPORT   TRANSPORTATION STATUS) (REPORT   UTILITY STATUS)	
	Ensure that all media contacts are referred to the Public Information Officer.	
	Conduct periodic briefings and work to reach consensus among staff on objectives and work assignments for forthcoming operational periods.  (FORM   EOC-215)	



TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
	Attend	and participate in EOC Director's Action Planning meetings.	
		e the Planning/Intelligence Section Coordinator with the tions Section's objectives prior to each Action Planning meeting.	
		closely with each Branch Coordinator to ensure that the Operations n objectives, as defined in the current Action Plan, are being ssed.	
		that the branches coordinate all resource needs through the cs Section.  (FORM   RESOURCE REQUEST OR EOC-213)	
		e that intelligence information from Branch Coordinators is made ble to the Planning/ Intelligence Section in a timely manner.	
	throug	that fiscal and administrative requirements are coordinated that fiscal and administration Section (notification of emergency ditures and daily time sheets).	
	Brief th	ne EOC Director on all major incidents.	
	•	ete a Major Incident Report for all major incidents; forward a copy Planning/ Intelligence Section.	
		ranch Coordinators periodically on any updated information you ave received.	
	Share s	status information with other sections as appropriate.	
SHIFT CHA	NGE/TRANSFER	R OF DUTIES	
	Provide	e turnover briefing to position replacement.	
		e details regarding ongoing activities and planned activities to be plished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide	e all completed documentation to the Documentation Unit.	
		EOC check out procedures, including signing out, workstation up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	



TYPE TIME  DEMOBILIZATION		STATUS C=Complete I=In-Progress P=Pending
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)			
NOTES			
NOTES			
		Forwarding	
Name:		Phone #:	
Date:	<del></del>	Time:	am / pm





#### JobAid: Fire Branch

POSITION OVERVIEW



Responsible for coordinating personnel, equipment and resources committed to fire, field medical, search and rescue, and hazardous materials elements of the incident.

**REPORT** 

TO

**OPERATIONS | CHIEF/COORDINATOR** 

**PLANS** 



**EOC ACTION PLAN | SUPPORTS DEVELOPMENT** 

FORMS & REPORTS

#### **FORMS**

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST
- EOC-209 INCIDENT STATUS SUMMARY
- EOC-211 CHECK-IN LIST



- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING
- FIRE DEPLOYED RESOURCES

#### **REPORTS**

- FIREFIGHTING STATUS
- SEARCH & RESCUE STATUS
- HAZMAT STATUS

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VFS1

PROFESSIONAL CREDENTIAL



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(EOC-225) to CALOES | <u>credentialcoord@caloes.ca.gov</u>



ТҮРЕ	TIME		STATUS C=Complete I=In- Progress P=Pending
DUTIES			
		Coordinate fire, emergency medical, hazardous materials, and urban search and rescue operations in the jurisdictional area.	
		Assist Fire & Rescue Mutual Aid System Coordinator in acquiring mutual aid resources, as necessary.	
		Coordinate the mobilization and transportation of all resources through the Logistics Section.	
		Complete and maintain status reports for major incidents requiring or potentially requiring operational area, state and federal response, and maintains status of unassigned fire & rescue resources.	
		Coordinate with the Law Enforcement Branch Coordinator on jurisdiction Search & Rescue activities.	
		Implement the objectives of the EOC Action Plan assigned to the Fire & Rescue Branch.	
		Supervise the Fire & Rescue Branch.	
ACTIVATI	ON		
		Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
		Assist with EOC Set-up (If not already fully set-up)	
		Check workstation to ensure readiness	
		Wear identification vest and read over job aid.	
		Receive situation, section and position briefing from available and appropriate personnel.	
		Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	



TYPE TIME		STATUS C=Complete I=In- Progress P=Pending
	Based on the situation, activate the necessary Units within the Fire & Rescue Branch:	
	<ul> <li>Fire &amp; Rescue Unit</li> <li>Emergency Medical Unit</li> <li>HazMat Unit</li> </ul>	
	If the mutual aid system is activated, coordinate use of fire resources with the Operational Area Fire & Rescue Mutual Aid Coordinator.  (FORM   FIRE DEPLOYED RESOURCES)	
	Prepare and submit a preliminary status report and major incident reports as appropriate to the Operations Section Coordinator.  (REPORT   FIREFIGHTING STATUS) (REPORT   SEARCH & RESCUE STATUS) (REPORT   HAZMAT STATUS)	
	Prepare objectives for the Fire & Rescue Branch; provide them to the Operations Section Coordinator prior to the first Action Planning meeting.	
RESPONSE		
	Ensure that Branch and Unit position logs and other necessary files are maintained.	
	Obtain and maintain current status on Fire & Rescue missions being conducted in the jurisdictional area.	
	Provide the Operations Section Coordinator and the Planning/Intelligence Section with an overall summary of Fire & Rescue Branch operations periodically or as requested during the operational period.  (FORM   EOC-209) OR (REPORT   FIREFIGHTING STATUS) (REPORT   SEARCH & RESCUE STATUS) (REPORT   HAZMAT STATUS)	
	On a regular basis, complete and maintain the Fire & Rescue Status Report.	
	Refer all contacts with the media to the Public Information Branch.	



TYPE TIME		STATUS C=Complete I=In- Progress P=Pending
	Ensure that all fiscal and administrative requirements are coordinated through the Finance/ Administration Section (notification of any emergency expenditures and daily time sheets).	
	Prepare objectives for the Fire & Rescue Branch for the subsequent operational period; provide them to the Operations Section Coordinator prior to the end of the shift and the next Action Planning meeting.	
	Provide your relief with a briefing at shift change; inform him/her of all on going activities, branch objectives for the next operational period, and any other pertinent information.	
SHIFT CHANGE/T	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION	1	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	



TYPE	TIME		STATUS C=Complete I=In- Progress P=Pending
		Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
	Forwarding	
Name:	Phone #:	
Date:	Time:	am / pm





#### JobAid: Law Branch

POSITION OVERVIEW



Responsible for coordinating personnel, equipment and resources committed to fire, field medical, search and rescue, and hazardous materials elements of the incident

**REPORT** 

TO

**OPERATIONS | CHIEF/COORDINATOR** 

**PLANS** 



**EOC ACTION PLAN | SUPPORTS DEVELOPMENT** 

FORMS & REPORT

#### **FORMS**

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST



- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

#### **REPORT**

• PUBLIS SAFETY STATUS

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:

(EOC-225) to CALOES | credentialcoord@caloes.ca.gov



TYPE TIM	1E	STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Coordinate movement and evacuation operations during an emergency.	
	Alert and notify the public of the impending or existing emergency.	
	Coordinate law enforcement, search and rescue, and traffic control operations during the emergency.	
	Coordinate site security at incidents.	
	Coordinate with the Law Enforcement Branch Coordinator on jurisdiction Search & Rescue activities.	
	Coordinate Law Enforcement Mutual Aid requests from emergency response agencies through the Law Enforcement Mutual Aid Coordinator at the Operational Area EOC.	
	Supervise the Law Enforcement Branch.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over jobaid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
	Based on the situation, activate the necessary Units within the Law Enforcement Branch:	
	<ul> <li>Law Enforcement Operations Unit</li> <li>Coroner/Fatalities Management Unit</li> <li>Search and Rescue Unit</li> </ul>	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Contact and assist the Operational Area EOC Law Enforcement and Coroner's Mutual Aid Coordinators as required or requested.	
	Based on the initial EOC strategic objectives, prepare objectives for the Law Enforcement Branch and provide them to the Operations Section Coordinator prior to the first Action Planning meeting.	
RESPONSE		
	Ensure that Branch and Unit position logs and other necessary files are maintained.	
	Maintain status on Law Enforcement missions being conducted.	
	Provide the Operations Section Coordinator and the Planning/Intelligence Section with an overall summary of Law Enforcement Branch operations periodically or as requested during the operational period.  (REPORT   PUBLIC SAFETY STATUS)	
	On a regular basis, complete and maintain the Law Enforcement Status Report.	
	Refer all contacts with the media to the Public Information Branch.	
	Ensure that all fiscal and administrative requirements are coordinated through the Finance/ Administration Section (notification of any emergency expenditures and daily time sheets).	
	Prepare objectives for the Law Enforcement Branch for the subsequent Operational period; provide them to the Operations Section Coordinator prior to the end of the shift and the next Action Planning Meeting.	
	Provide your relief with a briefing at shift change, informing him/her of all ongoing activities, branch objectives for the next operational period, and any other pertinent information.	
SHIFT CHANGE/T	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	



TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
		Provide all completed documentation to the Documentation Unit.	
		Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBIL	IZATION		
		Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
		<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
		Clean up your work area before you leave.	
		Provide a forwarding phone number where you can be reached.	
		Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
	Forwarding	
Name:	Phone #:	
Date:	Time:	am / pm





## JobAid: Medical/Health Branch

**POSITION** Provides oversight and management for Medical Health Branch activities. **OVERVIEW** TO **REPORT OPERATIONS | CHIEF/COORDINATOR PLANS EOC ACTION PLAN | SUPPORT DEVELOPMENT FORMS POSITION JOBAID EOC-205A COMMUNICATION LIST EOC-211 CHECK-IN LIST EOC-214 ACTIVITY LOG EOC-225 FOR PD CREDENTIALING TECHNOLOGY LAPTOP** PHONE (DESK OR CELL) **RESOURCES** WORKSTATION POSITION BINDER (CAN BE VIRTUAL) **VEST PROFESSIONAL** To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in: **CREDENTIAL** 



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Medical/Health operations are coordinated by the Medical/Health Branch in the Operations Section.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Manages and supervises the Medical/Health Branch.	
	Continuously monitors the organizational effectiveness and modifies as necessary.	
	Ensures coordination of hospitals, health units, continuing care, mental health, and environmental health within the jurisdiction.	
	Ensures all Medical/Health Branch resources are tracked and accounted for in cooperation with the Planning Section Resource Unit, as well as resources ordered through Mutual Aid.	
	Ensures the Medical/Health Branch function is carried out	
	Meets regularly with Medical/Health Branch staff and works to reach consensus on Operations Section objectives for forthcoming operational periods and ensures they are carried out effectively as per the EOC Action Plan.	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Based on the situation, activates and directs appropriate Groups or Units within the Branch. Designates Group Supervisors or Unit Leaders as necessary.  Examples:  • Environmental Management Group Supervisor/Unit Leader • Emergency Medical Services Group Supervisor/Unit Leader • Healthcare Facilities Group Supervisor/Unit Leader • Public Health Group Supervisor/Unit Leader • Mental Health Group Supervisor/Unit Leader • Medical/Health DOC Director (if DOC activated)	
SHIFT CHANGE/TI	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  • (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION		
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)	
NOTES	
NOTES	
	Forwarding
Name:	Phone #:
Date:	Time:am / pm
JobAid: Care &	Shelter Branch



## POSITION OVERVIEW



Responsible for opening and operating evacuation centers and mass care facilities in the City until, and if, the American Red Cross assumes responsibility; coordinating efforts with the American Red Cross and other volunteer agencies; and supporting the Personnel Unit in the care and sheltering of employees and their families



REPORT TO OPERATIONS | CHIEF/COORDINATOR

**PLANS** 



**EOC ACTION PLAN | SUPPORTS DEVELOPMENT** 

FORMS & REPORT

### **FORMS**

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST



- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

#### **REPORT**

MASS CARE STATUS

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:

TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Coordinate directly with the American Red Cross and other volunteer agencies to provide food, potable water, clothing, shelter and other basic needs as required to disaster victims.	



11		CTATUS
TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Assist the American Red Cross with inquiries and registration services to reunite families or respond to inquiries from relatives or friends.	
	Assist the American Red Cross with the transition from mass care to separate family/individual housing.	
	Supervise the Care & Shelter Unit.	
ACTIVATION		
	Check in at the EOC.  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up).	
	Check workstation to ensure readiness.	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities.  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a position log and other necessary files.	
	<ul> <li>Coordinate with the Liaison Officer to request an Agency Representative from the American Red Cross.</li> <li>Work with the Agency Representative to coordinate all shelter and congregate care activity.</li> </ul>	
	Establish communications with other volunteer agencies to provide clothing and other basic life sustaining needs.	
	Ensure that each activated shelter meets the requirements as described under the Americans With Disabilities Act.	
	Assist the American Red Cross in staffing and managing the shelters to the extent possible.	



TYPE   TIME	In coordination with the American Red Cross, activate an inquiry registry service to reunite families and respond to inquiries from relatives or	STATUS C=Complete I=In-Progress P=Pending
	friends.	
	Assist the American Red Cross with the transition from operating shelters for displaced persons to separate family/individual housing.	
	Complete and maintain the Care and Shelter Status Report Form.  (REPORT   MASS CARE STATUS)	
	Refer all contacts with the media to the Public Information Officer.	
SHIFT CHANGE/T	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit.	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION	l de la companya de	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



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TASKS (PENDING)



NOTES			
Name:		Forwarding Phone #: _	
Date:		-	



JobAid: Construction & Engineering Branch



## **POSITION OVERVIEW**



Supports emergency response operations under the Operations Section and provides guidance for initial size-up, rapid needs, and preliminary disaster safety reports on the areas affected, damaged, and destroyed during an emergency event

#### **REPORT**

#### TO

## **OPERATIONS |** CHIEF/COORDINATOR

#### TO ME

- Damage/Safety Assessment Unit
- Debris Management Unit
- Public Works Unit
- **Utilities Unit**

#### **PLANS**



## **EOC ACTION PLAN | SUPPORTS DEVELOPMENT**

# FORMS &

### **FORMS**

#### **REPORTS**

**PUBLIC WORKS &** 

**ENERGY STATUS** 

**ENGINEERING STATUS** 

# **REPORTS**

- **POSITION JOBAID**
- EOC-205A



- **EOC-214 ACTIVITY LOG**
- **EOC-225 FOR PD**
- WINDSHIELD SURVEY
- **INITIAL DAMAGE ESTIMATE**

## COMMUNICATION LIST

- **CREDENTIALING**
- **TECHNOLOGY**



- **LAPTOP**
- PHONE (DESK OR CELL)

#### **RESOURCES**



- **WORKSTATION**
- **POSITION BINDER (CAN BE VIRTUAL)**

## **PROFESSIONAL CREDENTIAL**



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:



l i		STATUS
TYPE TIME		C=Complete I=In-Progress P=Pending
DUTIES		
	Survey all utility systems, and restore systems that have been disrupted, including coordinating with utility service providers in the restoration of disrupted services.	
	Survey all public and private facilities, assessing the damage to such facilities, and coordinating the repair of damage to public facilities.	
	Survey all other infrastructure systems, such as streets and roads within the jurisdictional area.	
	Assist other sections, branches, and units as needed.	
	Supervise the Construction/Engineering Branch.	
ACTIVATION		
	Check in at the EOC.  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up).	
	Check workstation to ensure readiness.	
	Wear identification vest and read over jobaid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities.  (FORM   EOC-214)	
	Based on the situation, activate the necessary Units within the Construction & Engineering Branch:	
	<ul> <li>Utilities Unit</li> <li>Public Works Unit</li> <li>Damage/Safety Assessment Unit</li> </ul>	
	Contact and assist the Operational Area Public Works Mutual Aid Coordinator with the coordination of mutual aid resources as necessary.	
	Provide an initial situation report to the Operations Section Coordinator.  (REPORT   PUBLIC WORKS & ENGINEERING STATUS)	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	<ul> <li>Based on the initial EOC strategic objectives, prepare objectives for the Construction/ Engineering Branch.</li> <li>Provide them to the Operations Section Coordinator prior to the first Action Planning meeting.</li> </ul>	
RESPONSE		
	Ensure that Branch and Unit position logs and other necessary files are maintained.	
	Maintain current status on all construction/engineering activities being conducted.	
	Ensure that damage and safety assessments are being carried out for both public and private facilities.  (FORM   WINDSHIELD SURVEY)	
	Request mutual aid as required through the Operational Area Public Works Mutual Aid Coordinator.	
	Determine and document the status of transportation routes into and within affected areas.	
	Coordinate debris removal services as required.	
	Provide the Operations Section Coordinator and the Planning/Intelligence Section with an overall summary of Construction/Engineering Branch activities periodically during the operational period or as requested.  (REPORT   PUBLIC WORKS & ENGINEERING STATUS)	
	Ensure that all Utilities and Construction/Engineering Status Reports, as well as the Initial Damage Estimation are completed and maintained.  (REPORT   PUBLIC WORKS & ENGINEERING STATUS)  (REPORT   ENERGY STATUS)  (FORM   INITIAL DAMAGE ESTIMATE)	
	Refer all contacts with the media to the Public Information Branch.	
	Ensure that all fiscal and administrative requirements are coordinated through the Finance/ Administration Section (notification of any emergency expenditures and daily time sheets).	
	<ul> <li>Prepare objectives for the Construction/Engineering Branch for the subsequent operations period.</li> <li>Provide them to the Operations Section Coordinator prior to the end of the shift and the next Action Planning meeting.</li> </ul>	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Provide your relief with a briefing at shift change, informing him/her of all ongoing activities, branch objectives for the next operational period, and any other pertinent information.	
SHIFT CHANGE/TE	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit.	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION		
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #: _	
Date:	Time: _	am / pm





## JobAid: Damage & Safety Assessment Unit

POSITION OVERVIEW



Provides communication with the field level and/or coordinates the Initial Damage Estimate (IDEs); coordinates with public and private sector representatives to identify damages

**REPORT** 

TO

**OPERATIONS | CHIEF/COORDINATOR** 

**PLANS** 



**EOC ACTION PLAN | SUPPORT DEVELOPMENT** 

**FORMS** 

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST



- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
  EOC-225 FOR PD CREDENTIALING
- INITIAL DAMAGE ESTIMATE
- WINDSHIELD SURVEY

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Collect initial damage/safety assessment information from other branches/units within the Operations Section.	
	If the emergency is storm, flood, or earthquake related, ensure that inspection teams have been dispatched to assess the condition of the dam.	
	Provide detailed damage/safety assessment information to the Planning/Intelligence Section, with associated loss damage estimates.	
	Maintain detailed records on damaged areas and structures.	
	Initiate requests for Engineers, to inspect structures and/or facilities.	
	Supervise the Damage/Safety Assessment Unit.	
ACTIVATION		
	Check in at the EOC.  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up).	
	Check workstation to ensure readiness.	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities.  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a position log and other necessary files.	
	Obtain initial damage/safety assessment information from Fire & Rescue Branch, Law Enforcement Branch, Utilities Unit and other branches/units as necessary.	



TYPE 1	TIME	STATUS C=Complete I=In-Progress P=Pending
	Coordinate with the American Red Cross, utility service providers, and other sources for additional damage/safety assessment information.	
	Prepare detailed damage/safety assessment information, including estimate of value of the losses, and provide to the Planning/Intelligence Section.  (FORM   INITIAL DAMAGE ESTIMATE) (FORM   WIND SHIELD SURVEY)	
	Clearly label each structure and/or facility inspected in accordance with ATC-20 standards and guidelines.	
	Maintain a list of structures and facilities requiring immediate inspection or engineering assessment.	
	Initiate all requests for engineers and building inspectors through the Operational Area EOC.	
	Keep the Construction/Engineering Branch Coordinator informed of the inspection and engineering assessment status.	
	Refer all contacts with the media to the Public Information Officer.	
SHIFT CHAN	GE/TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit.	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZA	ATION	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	



TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
		<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
		Clean up your work area before you leave.	
		Provide a forwarding phone number where you can be reached.	
		Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
	Forwarding	
Name:	Phone #: _	
Date:		am / pm





## JobAid: Debris Management Unit

POSITION OVERVIEW		Responsible for debris management and removal.
REPORT	то	OPERATIONS   CHIEF/COORDINATOR
PLANS	×°×	EOC ACTION PLAN   SUPPORTS DEVELOPMENT
FORMS		<ul> <li>POSITION JOBAID</li> <li>EOC-205A COMMUNICATION LIST</li> <li>EOC-211 CHECK-IN LIST</li> <li>EOC-214 ACTIVITY LOG</li> <li>EOC-225 FOR PD CREDENTIALING</li> </ul>
TECHNOLOGY		LAPTOP     PHONE (DESK OR CELL)
RESOURCES		<ul> <li>WORKSTATION</li> <li>POSITION BINDER (CAN BE VIRTUAL)</li> <li>VEST</li> </ul>
PROFESSIONAL CREDENTIAL		To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:  (EOC-225) to CALOES   credentialcoord@caloes.ca.gov



TYPE TIN	ΛΕ	STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Develops and coordinates a response plan for debris management and removal.	
	Identifies and coordinates debris management and removal criteria to facilitate the FEMA eligibility.	
	Coordinates procurement and contracts with Logistics and Finance and Administration.	
ACTIVATION		
	Check in at the EOC.  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up).	
	Check workstation to ensure readiness.	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities.  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a position log and other necessary files.	
	Implementing jurisdiction-specific Debris Management Plan.	
	Keep the section informed on the status of debris management.	
	Refer all contacts with the media to the Public Information Officer.	
SHIFT CHANGE	TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit.	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION		
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
NOTES		
	Forwarding	
Name:	Phone #:	
Date:	Time:	am / pm



### JobAid: Public Works Unit

POSITION OVERVIEW



Evaluates and assesses the safety and condition of roadways, bridges, and other public works infrastructure.

**REPORT** 

TO

**OPERATIONS | CHIEF/COORDINATOR** 

**PLANS** 



**EOC ACTION PLAN | SUPPORT DEVELOPMENT** 

FORMS & REPORTS

#### **FORMS**

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST



- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

### **REPORT**

• PUBLIC WORKS STATUS

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Assist other Operation Section Branches by providing construction equipment and operators as necessary.	
	Provide heavy equipment assistance to the Damage/Safety Assessment Unit as required.	
	Provide emergency construction and repair to damaged roadways. Assist with the repair of utility systems as required.	
	Providing flood-fighting assistance, such as sandbagging, rerouting waterways away from populated areas, and river, creek, or streambed debris clearance.	
	Supervise the Public Works Unit.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a position log and other necessary files.	
	Ensure that appropriate staff are available to assist other emergency responders with the operation of heavy equipment, in coordination with the Logistics Section.	
	Ensure that engineering staff are available to assist the Damage/Safety Assessment Unit in inspecting damaged structures and facilities.	



TYPE	TIME	STATUS C=Complete I=In-Progress P=Pending
	As requested, direct staff to provide flood fighting assistance, clear debris from roadways and water ways, assist with utility restoration, and build temporary emergency structures as required.	
	Work closely with the Logistics Section to provide support and materiel as required.	
	Keep the Construction/Engineering Branch Coordinator informed of unit status.  (REPORT   PUBLIC WORKS STATUS)	
	Refer all contacts with the media to the Public Information Officer.	
SHIFT CHA	NGE/TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILI	ZATION	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
	Forwarding	
Name:	Phone #:	
Date:	Time:	am / pm



JobAid: Utilities Unit



POSITION
OVERVIEW



Coordinates with public and private utilities, including electric, gas, water, waste, and telephone to receive an assessment of the systems, and coordinates with utility companies to develop a restoration plan

**REPORT** 

TO

**OPERATIONS | CHIEF/COORDINATOR** 

**PLANS** 



**EOC ACTION PLAN | SUPPORTS DEVELOPMENT** 

# FORMS & REPORT

#### **FORMS**

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST



- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

## **REPORT**

UTILITY STATUS

### **TECHNOLOGY**



- LAPTOP
- PHONE (DESK OR CELL)

#### **RESOURCES**



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

# PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:





TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Assess the status of utilities, provide Utility Status Reports as required.	
	Coordinate restoration of damaged utilities with utility representatives in the EOC if present, or directly with Utility companies.	
	Supervise the Utilities Unit.	
ACTIVATION		
	Check in at the EOC.  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up).	
	Check workstation to ensure readiness.	
	Wear identification vest and read over jobaid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities.  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a position log and other necessary files.	
	Establish and maintain communications with the utility providers.	
	Determine the extent of damage to utility systems.	
	Coordinate with the Liaison Officer to ensure that agency representatives from affected utilities are available to respond to the EOC.	
	Ensure that all information on system outages is consolidated and provided to the Situation Analysis Unit in the Planning/Intelligence Section.	
	Ensure that support to utility providers is available as necessary to facilitate restoration of damaged systems.	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Keep the Health & Welfare Branch Coordinator informed of any damage to sewer and sanitation systems, as well as possible water contamination problems.	
	Keep the Construction/Engineering Branch Coordinator informed of the restoration status.	
	Complete and maintain the Utilities Status Report.  (REPORT   UTILITY STATUS)	
	Refer all contacts with the media to the Public Information Officer.	
SHIFT CHANGE/TE	RANSFER OF DUTIES	
•	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit.	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION		
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #:	
Date:		am / pm





# 3.3 Planning & Intelligence Section



Figure 7: EOC Planning & Intelligence Section



This section contains functional section and position descriptions, responsibilities, and jobaids for personnel assigned to the Planning & Intelligence Section of the City EOC. Jobaids describe the minimum actions that should be accomplished by personnel assigned to functional positions within the section.

#### **Section Overview:**

• The Planning & Intelligence Section is primarily responsible for compiling, assembling, and reporting all safety/damage assessment information

#### Section Responsibilities Include:

- Collect, evaluate, analyze, display, and disseminate incident information and status of all assigned and available resources
- Functions as the primary support for decision-making to the overall emergency organization
- Provides anticipatory appraisals and develops plans necessary to cope with changing events

**Figure 7: EOC Planning & Intelligence Section**, above, shows all the positions that are part of the EOC Planning & Intelligence Section.



JobAid: Planning & Intelligence Chief/Coordinator



POSITION OVERVIEW		Responsible for managing the collection, documentation, evaluation, forecasting, dissemination and use of information about the development of the incident and status of resources		
REPORT	то	MANAGEMENT   EOC DIRECTOR		
	ТО МЕ	<ul> <li>STAFF</li> <li>Situation Analysis Unit</li> <li>Documentation Unit</li> <li>Advanced Planning Unit</li> <li>Resource Status/Tracking Unit</li> <li>Demobilization Unit</li> </ul> Technical Specialist <ul> <li>GIS Specialist</li> <li>Social Media Specialist</li> </ul> Social Media Specialist		
PLANS & REPORTS	x O K	EOC ACTION PLAN   OVERSEE DEVELOPMENT ADVANCE PLANS   OVERSEE DEVELOPMENT OPERATION SECTION REPORTS   OVERSEES COMPLITATION & DISTRIBUTION LOCAL GOVERNMENT AFTER ACTION REPORT   SUPPORTS DEVELOPMENT		
FORMS		<ul> <li>POSITION JOBAID</li> <li>EOC-201 INCIDENT BRIEFING</li> <li>EOC-202 INCIDENT         OBJECTIVES</li> <li>EOC-205A         COMMUNICATION LIST</li> <li>EOC-207 ORGANIZATION         CHART</li> <li>EOC-209 INCIDENT STATUS         SUMMARY</li> <li>EOC-211 CHECK-IN LIST</li> <li>EOC-214 ACTIVITY LOG</li> <li>EOC-215 RESOURCE         PLANNING WORKSHEET</li> <li>EOC-215A SAFETY ANALYSIS</li> <li>EOC-225 FOR PD         CREDENTIALING</li> <li>EOC-230 DAILY MEETING         SCHEDULE</li> </ul>		
TECHNOLOGY		LAPTOP     PHONE (DESK OR CELL)		
RESOURCES		<ul> <li>WORKSTATION</li> <li>POSITION BINDER (CAN BE VIRTUAL)</li> <li>VEST</li> </ul>		
PROFESSIONAL CREDENTIAL		To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:  (EOC-225) to CALOES   credentialcoord@caloes.ca.gov		

TYPE	TIME	STATUS C=Complete I=In-Progress P=Pending
DUTIES		



TYPE   TIME		STATUS C=Complete I=In-Progress P=Pending
	Establish the appropriate level of staffing and organization for the Section.	
	Exercise overall responsibility for the coordination of unit activities within the section.	
	Supervise the Planning/Intelligence Section.	
	Ensure that the following responsibilities of the Section are addressed as required:	
	<ul> <li>Collect, analyze, and display situation information</li> <li>Prepare periodic Situation Report</li> <li>Preparing and distributing the EOC Action Plan and facilitating the Action Planning meeting</li> <li>Conducting Advance Planning activities and report</li> <li>Providing technical support services to the various EOC sections and branches, and documenting and maintaining files on all EOC activities</li> </ul>	
	In coordination with the other Section Coordinators, ensure that Status Reports are completed and utilized as a basis for Situation Analysis Reports, and the EOC Action Plan.	
	Keep the EOC Director informed of significant issues affecting the P&I Section	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	



TYPE   TIME		STATUS C=Complete I=In-Progress P=Pending
	Ensure that the Planning/Intelligence Section is set up properly and that appropriate personnel, equipment, and supplies are in place, including maps and status boards.	
	Based on the situation, activate positions/unit within the section as needed:	
	Situation Analysis Unit  Documentation Unit  Advanced Planning Unit  Action Planning Unit  Resource Status/Tracking Unit  Demobilization Unit  Technical Specialists  AFN Specialist  GIS Specialist  Social Media Specialist	
	Request additional personnel for the section as necessary to maintain a 24-hour operation.	
	<ul> <li>Establish contact with the Operational Area EOC when activated.</li> <li>Coordinate Situation Analysis Reports with their Planning/Intelligence Section.</li> <li>(FORM   EOC-209 OR REPORT   SITUATION STATUS)</li> </ul>	
	Meet with Operations Section Coordinator; obtain and review any major incident reports.  (REPORT   OPS STATUS REPORT)	
	Review responsibilities of units in the section; develop plans for carrying out all responsibilities.	
	<ul> <li>Make a list of key issues to be addressed by Planning/Intelligence, in consultation with section staff.</li> <li>Identify objectives to be accomplished during the initial Operational Period.         <ul> <li>(FORM   EOC-202)</li> </ul> </li> </ul>	
	Keep the EOC Director informed of significant events.	



TYPE 1	Adopt a proactive attitude, thinking ahead and anticipating situations and	STATUS C=Complete I=In-Progress P=Pending
	problems before they occur.	
RESPONSE		
	Ensure that Planning/Intelligence Section position logs and other necessary files are maintained.	
	Ensure that The Situation Analysis Unit is maintaining current information for the situation analysis report.	
	Ensure that major incidents reports, and status reports are completed by the Operations Section and are accessible by Planning/Intelligence.	
	Ensure that a situation analysis report is produced and distributed to EOC Sections and the Operational Area EOC at least once, prior to the end of the operational period.  (FORM   EOC-209 OR REPORT   SITUATION STATUS)	
	Ensure that all status boards and other displays are kept current and that posted information is neat and legible.	
	Ensure that the Public Information Branch has immediate and unlimited access to all status reports and displays.	
	Conduct periodic briefings with section staff and work to reach consensus among staff on section objectives for forthcoming operational periods.  (FORM   EOC-201)	
	Facilitate the EOC Director's Action Planning meetings approximately two hours before the end of each operational period.  (FORM   EOC-230)	
	Ensure that objectives for each section are completed, collected and posted in preparation for the next Action Planning meeting.	
	Ensure that the EOC Action Plan is completed and distributed prior to the start of the next operational period.  (FORMS   EOC-201, EOC-202, EOC-205A, EOC-207, EOC-208, EOC-211, EOC-213. EOC-215, EOC-215A, EOC-230 OR PLAN   EOC ACTION PLAN)	
	Work closely with each unit within the Planning/Intelligence Section to ensure the section objectives, as defined in the current EOC Action Plan, are being addressed.	



TYPE TIME	Ensure that the Advance Planning Unit develops and distributes a report which highlights forecasted events or conditions likely to occur beyond the forthcoming operational period; particularly those situations which may influence the overall strategic objectives of the EOC.  (PLAN   ADVANCE PLAN)	STATUS C=Complete I=In-Progress P=Pending
	Ensure that the Documentation Unit maintains files on all EOC activities and provides reproduction and archiving services for the EOC, as required.	
	Provide technical specialists to all EOC sections as required.	
	Ensure that fiscal and administrative requirements are coordinated through the Finance/ Administration Section.	
SHIFT CHANGE/TI	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION	i e e e e e e e e e e e e e e e e e e e	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	



TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
		Be prepared to provide input and/or facilitate the after-action report.  (REPORT   LOCAL GOVERNMENT AFTER ACTION REPORT)	



TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #: _	
Date:		am / pm





### JobAid: Action Planning Unit

**POSITION** Responsible for driving the EOC Action Planning process and supporting the **OVERVIEW** development of the EOC Action Plan. TO **REPORT** PLANNING & INTELLIGNCE | CHIEF/COORDINATOR **PLANS EOC ACTION PLAN** | DRIVE, DEVELOP, REVIEW OR PUT TOGETHER ADVANCE PLANS | DEVELOP OR PUT TOGETHER **FORMS POSITION JOBAID EOC-202 INCIDENT OBJECTIVES EOC-205A COMMUNICATION LIST EOC-211 CHECK-IN LIST EOC-214 ACTIVITY LOG EOC-225 FOR PD CREDENTIALING TECHNOLOGY LAPTOP** PHONE (DESK OR CELL)



**RESOURCES** 



- **WORKSTATION**
- **BINDER**
- **VEST**

**PROFESSIONAL CREDENTIAL** 



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:

(EOC-225) to CALOES | credentialcoord@caloes.ca.gov



		13.65
TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Responsible for driving the EOC Action Planning process and supporting the development of the EOC Action Plan.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a position log and other necessary files.	
	Establish an EOC Action Planning process & meeting schedule for the operational period with the Planning & Intelligence Section Chief.	
	Coordinate the calling of EOC Action Planning meetings and remind Section Chiefs to bring summaries of their issues and needs, along with updates on the existing Action Plan	
	Ensure EOC Action Plan is developed for each operational period, based on objectives developed by each section  • (FORM   EOC-202 or PLAN   EOC ACTION PLAN)	
	Ensure the Planning and Intelligence Section Chief has everything that will be needed to facilitate the Action Planning meetings	



TYPE TIME	<ul> <li>Ensure that each section provides an update on their objectives at least 30 minutes prior to each Action Planning meeting. This includes those completed, and the status of those not completed, as well as new objectives to be added to the Action Plan</li> <li>In preparation for the Action Planning meeting, ensure that all EOC objectives are posted on chart paper and the meeting room is set up with appropriate equipment and materials</li> </ul>	STATUS C=Complete I=In-Progress P=Pending
	Prepare a draft EOC Action Plan and submit to the Planning & Intelligence Section Chief/EOC Director for approval.	
	Print and distribute the approved EOC Action Plan, coordinate with the Documentation Unit for reproduction and distribution as necessary	
SHIFT CHANGE/T	FRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID) (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION	N .	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	Complete all required forms, reports, and other documentation.	
	<ul> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	<ul><li>prior to your departure.</li><li>Turn over financial information to Finance/Administration Section</li></ul>	



TYPE	TI	IME		STATUS C=Complete I=In-Progress P=Pending
			Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #:	
Date		
Date:	lime:	am / pm



JobAid: Situation Analysis Unit



POSITION
<b>OVERVIEW</b>



Responsible for the collection, evaluation, organization, analysis, and display of incident status and situation information; and for compiling Department Status Reports

**REPORT** 

TO

PLANNING & INTELLIGENCE | CHIEF/COORDINATOR

**PLANS** 



**EOC ACTION PLAN** | SUPPORT DEVELOPMENT AND DISTRIBUTION **OPERATION SECTION REPORTS** | SUPPORTS COMPLITATION & DISTRIBUTION

FORMS & GUIDES

#### **FORM**

- POSITION JOBAID
- EOC-202 INCIDENT OBJECTIVES
- EOC-205A COMMUNICATION LIST
- EOC-209 INCIDENT STATUS SUMMARY
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

#### **GUIDE**

• PLANNING "P" GUIDE

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:

(EOC-225) to CALOES | credentialcoord@caloes.ca.gov



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Oversee the collection, organization, and analysis of situation information related to the emergency.	
	Ensure that information collected from all sources is validated prior to posting on status boards.	
	Ensure that situation analysis reports are developed for dissemination to EOC staff and to other EOCs as required.	
	Ensure that an EOC Action Plan is developed for each operational period.	
	Ensure that all maps, status boards and other displays contain current and accurate information.	
	Supervise Situation Analysis Unit.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
	Contact local government EOCs in the operational area and establish a schedule for obtaining situation reports.	
	<ul> <li>Ensure there are adequate staff available to collect and analyze incoming information.</li> <li>Maintain the Situation Analysis Report and facilitate the Action Planning process.</li> <li>(FORM   EOC-209 OR REPORT   SITUATION STATUS)</li> <li>(GUIDE   PLANNING "P" GUIDE)</li> </ul>	



TYPE TIME	Prepare Situation Analysis Unit objectives for the initial Action Planning	STATUS C=Complete I=In-Progress P=Pending
	meeting.  (FORM   EOC-202)	
RESPONSE		
	Establish and maintain a position log and other necessary files.	
	Oversee the collection and analysis of all emergency related information.	
	<ul> <li>Oversee the preparation and distribution of the Situation Report.</li> <li>Coordinate with the Documentation Unit for manual distribution and reproduction as required.</li> <li>(FORM   EOC-209 OR REPORT   SITUATION STATUS)</li> </ul>	
	Ensure that each EOC Section provides the Situation Analysis Unit with Status Reports on a regular basis.  (REPORT   OPSSTATUS REPORT)	
	Meet with the Public Information Officer to determine the best method for ensuring access to current information.	
	Prepare a situation summary for the EOC Action Planning meeting.  (FORM   EOC-209 OR REPORT   SITUATION STATUS)	
	Ensure each section provides their objectives at least 30 minutes prior to each Action Planning meeting	
	<ul> <li>In preparation for the Action Planning meeting, ensure that all EOC objectives are posted on chart paper.</li> <li>Ensure the meeting room is set up with appropriate equipment and materials (easels, markers, situation analysis reports, etc.).</li> </ul>	
	Following the meeting, ensure that the Documentation Unit publishes and distributes the EOC Action Plan prior to the beginning of the next operational period. (See attachment).	
	Ensure that adequate staff are assigned to maintain all maps, status boards and other displays.	
SHIFT CHANGE/T	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	



TYPE   TII	ME	STATUS C=Complete I=In-Progress P=Pending
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZAT	TION	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #:	
Date		
Date:	lime:	am / pm





# **JobAid: Documentation Unit**

POSITION OVERVIEW REPORT	TO	Responsible for maintaining complete documentation of the emergency. This includes damage assessment reports, EOC action reports, after action and corrective action reports.  PLANNING & INTELLIGNCE   CHIEF/COORDINATOR
PLANS & REPORTS	x ° x	EOC ACTION PLAN   SUPPORT DEVELOPMENT AND DISTRIBUTION OPERATION SECTION REPORTS   SUPPORTS COMPLITATION & DISTRIBUTION
FORMS & REPORT		<ul> <li>POSITION JOBAID</li> <li>EOC-201 INCIDENT BRIEFING</li> <li>EOC-202 INCIDENT         OBJECTIVES</li> <li>EOC-205A         COMMUNICATION LIST</li> <li>EOC-207 ORGANIZATION         CHART</li> <li>EOC-209 INCIDENT STATUS         SUMMARY</li> <li>EOC-211 CHECK-IN LIST</li> <li>EOC-214 ACTIVITY LOG</li> <li>EOC-215 RESOURCE         PLANNING WORKSHEET</li> <li>EOC-215A SAFETY ANALYSIS</li> <li>EOC-225 FOR PD         CREDENTIALING</li> <li>EOC-230 DAILY MEETING         SCHEDULE</li> </ul>
TECHNOLOGY		<ul><li>LAPTOP</li><li>PHONE (DESK OR CELL)</li></ul>
RESOURCES		<ul> <li>WORKSTATION</li> <li>POSITION BINDER (CAN BE VIRTUAL)</li> <li>VEST</li> </ul>
PROFESSIONAL CREDENTIAL		To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:  (EOC-225) to CALOES   credentialcoord@caloes.ca.gov



TYPE TIN	ME	STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Collect, organize and file all completed emergency related forms, to include: all EOC position logs, situation analysis reports, EOC Action Plans and any other related information, just prior to the end of each operational period.	
	Provide document reproduction services to EOC staff.	
	Distribute the EOC situation analysis reports, EOC Action Plan, and other documents, as required.	
	Maintain a permanent electronic archive of all situation reports and Action Plans associated with the emergency.	
	Assist the EOC Coordinator in the preparation and distribution of the After-Action Report.	
	Supervise the Documentation Unit.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a position log and other necessary files.	
	Meet with the Planning/Intelligence Section Coordinator to determine what EOC materials should be maintained as official records.	



TYPE TIM	E	STATUS C=Complete I=In-Progress P=Pending
	Meet with the Recovery Unit Leader to determine what EOC materials and documents are necessary to provide accurate records and documentation for recovery purposes.	
	Initiate and maintain a roster of all activated EOC positions to ensure that position logs are accounted for and submitted to this position at the end of each shift.  (FORM   EOC-207, FORM   EOC-205A)	
	Reproduce and distribute the Situation Reports and Action Plans. Ensure distribution is made to the Operational Area EOC.  (FORM   EOC-209 OR REPORT   SITUATION STATUS)  (REPORT   OPS STATUS REPORT)  (FORMS   EOC-201, EOC-202, EOC-205A, EOC-207, EOC-208, EOC-211, EOC-213. EOC-215, EOC-215A, EOC-230 OR PLAN   EOC ACTION PLAN)	
	Keep extra copies of reports and plans available for special distribution as required.	
	Set up and maintain document reproduction services for the EOC.	
SHIFT CHANGE	TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATIO	DN	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	



TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
		<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
		Clean up your work area before you leave.	
		Provide a forwarding phone number where you can be reached.	
		Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #	
Date:	Time: _	am / pm





### JobAid: Advance Planning Unit

POSITION OVERVIEW



Responsible for developing reports and recommendations for future time periods and for preparing reports, development of the EOC Action Plan, and briefings for use in strategy and/or planning meetings

**REPORT** 

TO

PLANNING & INTELLIGNCE | CHIEF/COORDINATOR

**PLANS** 



**EOC ACTION PLAN** | DEVELOP, REVIEW OR PUT TOGETHER **ADVANCE PLANS** | DEVELOP OR PUT TOGETHER

**FORMS** 

- POSITION JOBAID
- **EOC-202 INCIDENT OBJECTIVES**
- EOC-205A COMMUNICATION LIST
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- BINDER
- VEST

PROFESSIONAL CREDENTIAL



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(EOC-225) to CALOES | credentialcoord@caloes.ca.gov



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Development of an Advance Plan consisting of potential response and recovery related issues likely to occur beyond the next operational period, generally within 36 to 72 hours.	
	<ul> <li>Review all available status reports, Action Plans, and other significant documents.</li> <li>Determine potential future impacts of the emergency; particularly issues which might modify the overall strategic EOC objectives.</li> </ul>	
	Provide periodic briefings for the EOC Director and General Staff addressing Advance Planning issues.	
	Supervise the Advance Planning Unit.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a position log and other necessary files.	
	Monitor the current situation report to include recent updates.	
	Meet individually with the general staff and determine best estimates of the future direction & outcomes of the emergency.	



TYPE TIM	Develop an Advance Plan identifying future policy related issues, social and economic impacts, significant response or recovery resource needs, and any other key issues likely to affect EOC operations within a 36-to-72-hour time frame.  (PLAN   ADVANCE PLAN)	STATUS C=Complete I=In-Progress P=Pending
	Submit the Advance Plan to the Planning/Intelligence Coordinator for review and approval prior to conducting briefings for the General Staff and EOC Director.	
	<ul> <li>Review Action Planning objectives submitted by each section for the next operational period.</li> <li>In conjunction with the general staff, recommend a transition strategy to the EOC Director when EOC activity shifts predominately to recovery operations.</li> <li>(FORM   EOC-202 or PLAN   EOC ACTION PLAN)</li> <li>(PLAN   ADVANCE PLAN)</li> </ul>	
SHIFT CHANGE/	TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATIO	DN CONTRACTOR OF THE CONTRACTO	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit,</li> </ul>	



TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
		Clean up your work area before you leave.	
		Provide a forwarding phone number where you can be reached.	
		Be prepared to provide input to the after-action report.	



TASKS (PENDING)			
NOTES			
Name:	Forv Pl	varding hone #:	
Date:		Time:	am / pm





# JobAid: Resource Status/Tracking Unit

POSITION OVERVIEW



Responsible for tracking and documenting all resources.

**REPORT** 

TO

PLANNING & INTELLIGENCE | CHIEF/COORDINATOR

**PLANS** 



## **EOC ACTION PLAN | SUPPORT DEVELOPMENT**

**FORMS** 

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST

**EOC-207 ORGANIZATION CHART** 



- EOC-211 CHECK-IN LIST
- EOC-213 RESOURCE REQUEST
- EOC-214 ACTIVITY LOG
- EOC-215 RESOURCE PLANNING WORKSHEET
- EOC-225 FOR PD CREDENTIALING

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



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TYPE TIME		STATUS C=Complete I=In-Progress
DUTIES		P=Pending
	Responsible for tracking and documenting resources including personnel, critical resources, transportation and support equipment.  (FORM   RESOURCE TRACKING)	
	Responsible for coordinating closely with all units in the Logistics Section, particularly Supply/Procurement Unit, Personnel Unit, and Transportation Unit.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Attends the Tactics/Strategy meeting (led by the Operations Section Chief) to complete the Operational Planning Worksheet  (FORM   EOC-215)	
	Complete resource request forms (ICS 213 form) for personnel, supplies, services, and equipment-as determined from the Operational Planning Worksheet (ICS 215 form/worksheet) developed during the Tactics/Strategy meeting.  (FORM   EOC-213) (FORM   EOC-215)	
	Verifies proper check-in and check-out of personnel in the EOC using a Recorder.  (FORM   EOC-211)	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Provides resource information to the Situation Analysis Unit,  Demobilization Unit, and Logistics Section.  (FORM   EOC-209)	
	Assists in preparation of Organization Chart and post in the EOC.  (FORM   EOC-207)	
SHIFT CHANGE/TF	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID) (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION		
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #:	
Date		
Date:	lime:	am / pm



JobAid: Demobilization Unit



**POSITION** Responsible for preparing a Demobilization Plan to ensure an orderly, safe, **OVERVIEW** and cost-effective release of personnel and equipment **REPORT** TO PLANNING & INTELLIGNCE | CHIEF/COORDINATOR **PLANS EOC ACTION PLAN | SUPPORT DEVELOPMENT DEMOBILIZATION PLAN | DEVELOP FORMS POSITION JOBAID EOC-205A COMMUNICATION LIST EOC-211 CHECK-IN LIST EOC-214 ACTIVITY LOG EOC-225 FOR PD CREDENTIALING TECHNOLOGY LAPTOP** PHONE (DESK OR CELL) **RESOURCES WORKSTATION POSITION BINDER (CAN BE VIRTUAL) VEST PROFESSIONAL** 

PROFESSIONAL CREDENTIAL



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TYPE	TIME	C-   I=	STATUS =Complete In-Progress P=Pending
DUTIES			



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Develop a Demobilization Plan for the EOC based on a review of all pertinent planning documents, and status reports.	
	Supervise the Demobilization Unit.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a position log and other necessary files.	
	Review EOC personnel roster to determine size and scope of any demobilization efforts.	
	Meet individually with the general staff to determine their need for assistance in any Demobilization Planning.	
	Advise Planning/Intelligence Section Coordinator on the need for a formal written Demobilization Plan.	
	If a Demobilization Plan is required, develop the plan using detailed specific responsibilities, release priorities and procedures.  (PLAN   DEMOBILIZATION PLAN)	
	Establish with each Section Coordinator which units/personnel should be demobilized first.	
	Determine if any special needs exist for personnel demobilization (e.g., transportation).	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Develop a checkout procedure if necessary, to ensure all deactivated personnel have cleared their operating position.	
	Submit any formalized Demobilization Plan to the Planning/Intelligence Section Coordinator for approval.	
	Meet with each assigned Agency Representative and Technical Specialist to determine what assistance may be required for their demobilization from the EOC.	
	Monitor the implementation of the Demobilization Plan and be prepared to handle any demobilization issues as they occur.	
SHIFT CHANGE/T	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID) (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION	ı	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	





TASKS (PENDING)		
NOTES		
	Forwarding	
Name:	Phone #: _	
Date:	Time: _	am / pm



JobAid: Technical Specialist Unit



## POSITION OVERVIEW



- Technical Specialists are advisors with special skills needed to support a field or function not addressed elsewhere or by any other discipline.
- Technical Specialists (may or may not be employees of a public or private agency) may report to the Planning/Intelligence Section Coordinator/Chief.

#### **REPORT**

TO

## PLANNING & INTELLIGENCE | CHIEF/COORDINATOR

## TO ME

- AFN Specialist
- GIS Specialist
- Social Media Specialist

## **PLANS**



## **EOC ACTION PLAN | SUPPORT DEVELOPMENT**

## **FORMS**



- POSITION JOBAID
- EOC-205A COMMUNICATION LIST
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

## **TECHNOLOGY**



- LAPTOP
- PHONE (DESK OR CELL)

## **RESOURCES**



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

# PROFESSIONAL CREDENTIAL



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# TYPE TIME TIME TIME DUTIES STATUS C=Complete I=In-Progress P=Pending



TYPE   TIME		STATUS C=Complete I=In-Progress P=Pending
	Provide technical observations and recommendations to EOC staff in specialized areas as required.	
	Advise on legal limitations use of resources.	
	Work with inter-agency coordination groups as necessary providing expertise.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over jobaid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Provide technical services as required to requesting EOC staff.	
	Contribute to EOC planning meetings and inter-agency coordination groups as requested.	
	Ensure that all recommendations are appropriately documented.	
SHIFT CHANGE/T	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION		
	Advise Planning/Intelligence Section when duties are completed.	
	Obtain release from Planning/Intelligence Section Coordinator prior to leaving the EOC.	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
	Forwarding	
Name:	Phone #: _	
Date:	Time: _	am / pm



JobAid: Access and Functional Needs (AFN) Specialist



POSITION OVERVIEW		Responsible for identifying and mitigating safety concerns for the AFN populations and maintaining awareness of potential City/Agency liability during EOC response and recovery activities
REPORT	то	PLANNING & INTELLIGENCE   CHIEF/COORDINATOR
PLANS	× ° ×	EOC ACTION PLAN   SUPPORT DEVELOPMENT
FORMS		<ul> <li>POSITION JOBAID</li> <li>EOC-205A COMMUNICATION LIST</li> <li>EOC-211 CHECK-IN LIST</li> <li>EOC-214 ACTIVITY LOG</li> <li>EOC-225 FOR PD CREDENTIALING</li> </ul>
TECHNOLOGY		LAPTOP     PHONE (DESK OR CELL)
RESOURCES		<ul> <li>WORKSTATION</li> <li>POSITION BINDER (CAN BE VIRTUAL)</li> </ul>

To receive professional credit for Emergency Management EOC/Career

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**VEST** 

Credentialing, complete and turn in:

**PROFESSIONAL** 

**CREDENTIAL** 



TYPE   TIME		STATUS  C=Complete  I=In-Progress  P=Pending
	Determine the scope of the incident and the impact on AFN populations.	
	Determine which AFN populations are impacted.	
	Provide advice and assistance with other Sections as they manage resources and activities.	
	Monitor and assist with message development/translation, as needed, including alert and warning messages to ensure all AFN populations are reached.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Ensure staff members assigned to AFN support have adequate resources to support their efforts.	
	Help develop ordinances and regulations for evacuations.	
	Monitor impacted AFN populations during evacuations to ensure adequate support.	
	Provide guidance to Operations and Logistics in evacuation center and shelter operation activities.	
SHIFT CHANGE/	TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
		1



TYPE   TIME	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.	STATUS C=Complete I=In-Progress P=Pending
	<ul> <li>(FORM   USE CURRENT POSITION JOBAID)</li> <li>(FORM   USE CURRENT EOC-214)</li> </ul>	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION	1	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
	Forwarding	
Name:	Phone #:	
Date:	Time:	am / pm



JobAid: Geographic Information Systems (GIS) Specialist



POSITION OVERVIEW



Collects analyses and displays critical information obtained from various sources such as field reports, other departments and agencies, and EOC Sections.

**REPORT** 

TO

PLANNING & INTELLIGENCE | CHIEF/COORDINATOR

**PLANS** 



**EOC ACTION PLAN | SUPPORT DEVELOPMENT** 

**FORMS** 



- POSITION JOBAID
- EOC-205A COMMUNICATION LIST
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:

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TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES			
		Determine and establish GIS production priorities.	
		Converts requests into GIS products quickly and effectively.	
		Anticipate requirements and needs and assemble or prepare supporting referential data.	
		Locate and secure needed database information to support production goal.	
		Operate specialized GIS production equipment	
ACTIVATION	ON		
		Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
		Assist with EOC Set-up (If not already fully set-up)	
		Check workstation to ensure readiness	
		Wear identification vest and read over job aid.	
		Receive situation, section and position briefing from available and appropriate personnel.	
		Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSI	E		
		Develops a system to post to the significant events log casualty information, health concerns, property damage, fire status, size of risk area, scope of the hazard to the public, number of evacuees, etc.	
		Develops sources of information and assist the Planning/Intelligence Section Coordinator/Chief in collecting, organizing and analyzing data from the other EOC sections.	
		Provides for an authentication process in case of conflicting status reports.	



TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
		Meets with the Planning/Intelligence Section Coordinator/Chief and the EOC Director (Director of Emergency Services) to determine needs for planning meetings and briefings.	
		Determines if there are any special information needs.	
		Maps specific zones or areas that detail damage surveys in conjunction with state and federal agencies.	
		Prepares, sets up, and maintains EOC displays.	
		Keeps data current concerning: Availability of personnel, equipment, and supplies; Equipment or personnel out of service.	
		Continually obtains information from Logistics, other Planning/Intel functions, the EOC Manager, Operations and the Finance/Admin Section.	
		Submits verbal and written reports to Planning/Intelligence Section Coordinator/Chief as appropriate or as directed.	
		Participates in Planning/Intelligence Section Meetings and participates in EOC Action Plan development.	
		Provides information to be included in the Situation Report (i.e.: mapping).	
		Obtains data on all impacts to include:	
		<ul> <li>Utilities and infrastructure (i.e., roads, bridges, electric lines, pipelines, buildings, etc.).</li> <li>Numbers of homes destroyed or damaged.</li> <li>Public facilities destroyed or damaged.</li> <li>Critical facilities damaged or destroyed and locations (hospital, power stations, industry or manufacturers, water facilities, etc.).</li> <li>Financial impacts and costs expended by the County &amp; coordinate with Cost Unit Leader in Finance/Admin Section.</li> <li>Ensures that necessary maps and data pertinent to the operations are obtained.</li> <li>Maps areas that may have to be rezoned, destroyed, reconstructed and/or modified as a result of the disaster. (Consultation with the Planning Section).</li> <li>Works with the Situation Analysis Unit to create maps, displays, and reports.</li> </ul>	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
SHIFT CHANGE/TE	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION		
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
	P	
Name:		
Date:		am / pm





# JobAid: Social Media Specialist

POSITION OVERVIEW



Support position to Public Information Officer. Can be assigned to various work location and conduct a diverse group of tasks, including gathering photos/videos, monitoring social media, conducting rumor control etc.

**REPORT** 

TO

PLANNING & INTELLIGENCE | CHIEF/COORDINATOR

**PLANS** 



**EOC ACTION PLAN | SUPPORT DEVELOPMENT** 

**FORMS** 



- POSITION JOBAID
- EOC-205A COMMUNICATION LIST
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:

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TYPE -	TIME	STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Social media monitoring	
	Rumor identification and management	
	Intelligence gathering	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Monitor social media	
	Identify and manage rumors	
	Gather and share intelligence from media platforms	
	Take picture and video	
	If approved by Section Coordinator, assist PIO with information dissemination	
SHIFT CHAN	GE/TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID) (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION	l .	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #: _	
Date:	Time:	am / pm





# 3.4 Logistics Section

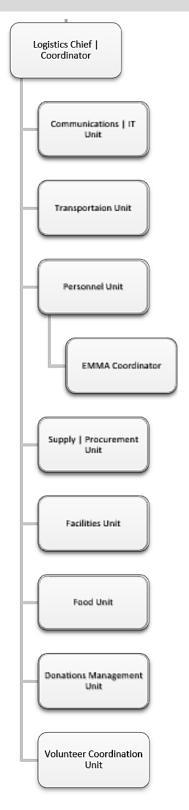


Figure 8: EOC Logistics Section



This section contains functional section and position descriptions, responsibilities, and jobaids for personnel assigned to the Logistics Section of the City EOC. Jobaids describe the minimum actions that should be accomplished by personnel assigned to functional positions within the section.

## **Section Overview:**

 The Logistics Section is responsible for providing resources to support the city's disaster response, including, but not limited to, personnel, vehicles, and equipment.

## Section Responsibilities Include:

- Provide operational and logistical support for emergency response personnel and optimize the use of resources
- Provide support to the other sections of the EOC and support as directed for field emergency response activities
- Support the restoration of essential services and systems

**Figure 8: EOC Logistics Section**, above, shows all the positions that are part of the EOC Logistics Section.



## JobAid: Logistics Chief/Coordinator

POSITION OVERVIEW



Responsible for managing and coordinating logistical response efforts and the acquisition, transportation, and mobilization of resources

**REPORT** 

TO

MANAGEMENT | EOC DIRECTOR

**REPORT** 

TO ME

**STAFF** 

- Communications/IT Unit
- Transportation Unit
- Personnel Unit
- Supply/Procurement Unit
- Facilities Unit
- Food Unit
- Donations Management Unit
- Volunteer Coordination Unit

**PLANS** 



## **EOC ACTION PLAN | SUPPORT DEVELOPMENT**

**FORMS** 

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST
- EOC-211 CHECK-IN LIST



- EOC-213 RESOURCE REQUEST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING
- RESOURCE REQUEST
- RESOURCE TRACKING

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:

(EOC-225) to CALOES | credentialcoord@caloes.ca.gov



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	<ul> <li>Ensure the Logistics function is carried out in support of the EOC.</li> <li>This function includes providing communication services, resource tracking; acquiring equipment, supplies, personnel, facilities, and transportation services; as well as arranging for food, lodging, and other support services as required.</li> </ul>	
	Establish the appropriate level of branch and/or unit staffing within the Logistics Section, continuously monitoring the effectiveness of the organization and modifying as required.	
	Ensure section objectives as stated in the EOC Action Plan are accomplished within the operational period or within the estimated time frame.	
	Coordinate closely with the Operations Section Coordinator to establish priorities for resource allocation to activated Incident Commands within the affected area.	
	Keep the EOC Director informed of all significant issues relating to the Logistics Section.	
	Supervise the Logistics Section.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
	Ensure the Logistics Section is set up properly and that appropriate personnel, equipment, and supplies are in place, including maps, status boards, vendor references, and other resource directories.	



TYPE TIME	Based on the situation, activate branches/units within section as needed and designate Unit Leaders for each element:  Communications Branch Transportation Unit Supply/Procurement Unit Personnel Unit Facilities Unit Resource Tracking Unit	STATUS C=Complete I=In-Progress P=Pending
	Mobilize sufficient section staffing for 24-hour operations.	
	Establish communications with the Logistics Section at the Operational Area EOC if activated.	
	Advise Branches and Units within the section to coordinate with appropriate branches in the Operations Section to prioritize and validate resource requests from DOCs or Incident Command Posts in the field. This should be done prior to acting on the request.	
	Meet with the EOC Director and General Staff and identify immediate resource needs.	
	Meet with the Finance/Administration Section Coordinator and determine level of purchasing authority for the Logistics Section.	
	Assist branch and Unit Leaders in developing objectives for the section as well as plans to accomplish their objectives within the first operational period, or in accordance with the Action Plan.	
	Provide periodic Section Status Reports to the EOC Director.	
	Adopt a proactive attitude, thinking ahead and anticipating situations and problems before they occur.	
RESPONSE		
	Ensure that Logistic Section position logs and other necessary files are maintained.	
	Meet regularly with section staff and work to reach consensus on section objectives for forthcoming operational periods.	



TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
		Provide the Planning/Intelligence Section Coordinator with the Logistics Section objectives at least 30 minutes prior to each Action Planning meeting.	
		Attend and participate in EOC Action Planning meetings.	
		Ensure that the Supply/Procurement Unit coordinates closely with the Purchasing Unit in the Finance/Administration Section, and that all required documents and procedures are completed and followed.	
		Ensure that transportation requirements, in support of response operations, are met.	
		Ensure that all requests for facilities and facility support are addressed.	
		Ensure that all resources are tracked and accounted for, as well as resources ordered through Mutual Aid.  (FORM   EOC-213 OR FORM   RESOURCE REQUEST)  (FORM   RESOURCE TRACKING)	
		Provide section staff with information updates as required.	
SHIFT CH	ANGE/TE	RANSFER OF DUTIES	
		Provide turnover briefing to position replacement.	
		Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
		Provide all completed documentation to the Documentation Unit	
		Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBIL	IZATION		
		Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	



TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
		<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
		Clean up your work area before you leave.	
		Provide a forwarding phone number where you can be reached.	
		Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #: _	
Date:	Time: _	am / pm



**JobAid: Communications & IT Unit** 



POSITION OVERVIEW



Responsible for managing all computing needs including desktop/laptop computers, network and communications (internet/wireless, telephones, radios, etc.), printing, audio/visual, and other technology needs for the EOC

**REPORT** 

TO

LOGISTICS | CHIEF/COORDINATOR

**PLANS** 



EOC ACTION PLAN | SUPPORTS DEVELOPMENT
DEMOBILIZATION PLAN | SUPPORTS DEVELOPMENT

FORMS & REPORT

#### **FORMS**

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST



- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

#### **REPORT**

COMMUNICATION STATUS

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:





TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Coordinates with all sections and branches/groups/units on operating procedures for computing, network, and communications systems.	
	Provides support for all EOC Information Systems and ensures automated information links with partner EOCs/DOCs are maintained including, if applicable, audio, visual, and teleconferencing equipment.	
ACTIVATION		
	Check in at the EOC.  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up).	
	Check workstation to ensure readiness.	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities.  (FORM   EOC-214)	
RESPONSE		
	Develops Communication Plan for all communication modes within the EOC and field ICP's when needed.  (FORM   EOC-205A)	
	Determines what communications equipment is necessary.	
	Provides technical information as required.	
	Manage data and telephone services for the EOC.	
	Receive any priorities or special requests.	
	Provide communications briefings and technology status reports as requested at action planning meetings.  (REPORT   COMMUNICATION STATUS)	
SHIFT CHANGE/TE	RANSFER OF DUTIES	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit.	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION		
	Coordinates with Demobilization Unit to develop check out procedure on Demobilization Plan.  (PLAN   DEMOBILIZATION)	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



ASKS (PENDING)		
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ate:	Time:	am / pm





### **JobAid: Transportation Unit**

POSITION OVERVIEW



Responsible for coordinating the allocation of transportation resources required to move people, equipment, and essential supplies during emergency response and recovery operations.

**REPORT** 

TO

LOGISTICS | CHIEF/COORDINATOR

**PLANS** 



**EOC ACTION PLAN** | SUPPORTS DEVELOPMENT **TRANSPORTATION PLAN** | DEVELOPS (CAN USE TRANSPORTATION STATUS REPORT AS BASIS FOR PLAN)

FORMS & REPORT

#### **FORM**

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING
- RESOURCE TRACKING

#### **REPORT**

TRANSPORTATION STATUS

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	In coordination with the Construction/Engineering Branch Coordinator, and the Situation Analysis Unit, develop a transportation plan to support EOC operations.	
	Arrange for the acquisition or use of required transportation resources.	
	Supervise the Transportation Unit.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a position log and other necessary files.	
	Routinely coordinate with the Situation Analysis Unit to determine the status of transportation routes in and around the affected area.  (REPORT   TRANSPORTATION STATUS)	
	Routinely coordinate with the Construction/Engineering Branch Coordinator to determine progress of route recovery operations.	
	Develop a Transportation Plan which identifies routes of ingress and egress; thus, facilitating the movement of response personnel, the affected population, and shipment of resources and material.	



TYPE TI	IME	STATUS C=Complete I=In-Progress P=Pending
	Establish contact with local transportation agencies and schools to establish availability of equipment and transportation resources for use in evacuations and other operations as needed.  (FORM   RESOURCE TRACKING)	
	Keep the Logistics Section Coordinator informed of significant issues affecting the Transportation Unit.	
SHIFT CHANG	GE/TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZAT	TION	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
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#### JobAid: Personnel Unit

### POSITION OVERVIEW



Responsible for obtaining, coordinating, and allocating all non-fire and non-law-enforcement mutual aid personnel support requests; registering and coordinating volunteers as Disaster Services Workers (DSWs); feeding and caring for all emergency workers; and the overall coordination and care of all City/Agency staff, both paid and volunteer.

REPORT TO LOGISTICS | CHIEF/COORDINATOR

**PLANS** 



**EOC ACTION PLAN | SUPPORTS DEVELOPMENT** 

FORMS • POSITION JOBAID

- EOC-205A COMMUNICATION LIST
- EOC-207 ORGANIZATION CHART
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING
- RESOURCE REQUEST
- RESOURCE TRACKING
- DSWV REGISTRATION

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:



TYPE   TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Provide personnel resources as requested in support of the EOC and Field Operations.	
	Identify, recruit and register volunteers as required.	
	Develop an EOC organization chart.  (FORM   EOC-207)	
	Supervise the Personnel Unit.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a position log and other necessary files.	
	<ul> <li>Manage check-in         <ul> <li>(FORM   EOC-211, FORM   EOC-205A)</li> </ul> </li> <li>In conjunction with the Documentation Unit, develop a large poster size EOC organization chart depicting each activated position.</li> <li>Upon check in, indicate the name of the person occupying each position on the chart.</li> </ul> <li>The chart should be posted in a conspicuous place, accessible to all EOC personnel.         <ul> <li>(FORM   EOC-207)</li> </ul> </li>	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Coordinate with the Liaison Officer and Safety Officer to ensure that all EOC staff to include volunteers, receive a current situation and safety briefing upon check-in.  (FORM   EOC-208)	
	Establish communications with volunteer agencies and other organizations that can provide personnel resources.	
	Coordinate with the Operational Area EOC to activate the Emergency Management Mutual Aid System (EMMA), if required.	
	<ul> <li>Process all incoming requests for personnel support.</li> <li>Identify the number of personnel, special qualifications or training, where they are needed and the person or unit they should report to upon arrival.</li> <li>Determine the estimated time of arrival of responding personnel and advise the requesting parties accordingly.         <ul> <li>(FORM   RESOURCE REQUEST)</li> <li>(FORM   RESOURCE TRACKING)</li> </ul> </li> </ul>	
	Maintain a status board or other reference to keep track of incoming personnel resources.	
	Update EOC organization chart for each operational period.	
	Coordinate with the Liaison Officer and Security Officer to ensure access, badging or identification, and proper direction for responding personnel upon arrival at the EOC.	
	Assist the Fire Rescue Branch and Law Enforcement Branch with ordering of mutual aid resources as required.	
	To minimize redundancy, coordinate all requests for personnel resources from the field level through the EOC Operations Section prior to acting on the request.	
	In coordination with the Safety Officer, determine the need for crisis counseling for emergency workers; acquire mental health specialists as needed.	
	Arrange for childcare services for EOC personnel as required.	
	Establish registration locations with sufficient staff to register volunteers and issue them disaster service worker identification cards.  (FORM   DSWV REGISTRATION)	



TYPE	TIME	STATUS C=Complete I=In-Progress P=Pending
	Keep the Logistics Section Coordinator informed of significant issues affecting the Personnel Unit.	
SHIFT CHAI	NGE/TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZ	ATION	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #:	
Date:		am / pm
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JobAid: EMMA Coordinator



POSITION OVERVIEW		Responsible for obtaining, coordinating, and allocating all EMMA support requests.
REPORT	то	LOGISTICS   PERSONNEL UNIT
PLANS	× ° ×	EOC ACTION PLAN   SUPPORTS DEVELOPMENT
FORMS		<ul> <li>POSITION JOBAID</li> <li>EOC-205A COMMUNICATION LIST</li> <li>EOC-207 ORGANIZATION CHART</li> <li>EOC-211 CHECK-IN LIST</li> <li>EOC-214 ACTIVITY LOG</li> <li>EOC-225 FOR PD CREDENTIALING</li> <li>RESOURCE REQUEST</li> <li>RESOURCE TRACKING</li> <li>EMMA SPECIFIC REQUEST FORMS</li> </ul>
TECHNOLOGY		LAPTOP     PHONE (DESK OR CELL)
RESOURCES		<ul> <li>WORKSTATION</li> <li>POSITION BINDER (CAN BE VIRTUAL)</li> <li>VEST</li> </ul>
PROFESSIONAL CREDENTIAL		To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:  (EOC-225) to CALOES   credentialcoord@caloes.ca.gov





TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Provide, support and keep track of EMMA personnel resources as requested in support of the EOC(s).	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a position log and other necessary files.	
	Alongside Personnel Unit Leader, identify needed EOC position that are vacant and can be requested via EMMA.	
	Coordinate with the Operational Area EOC to activate the Emergency Management Mutual Aid System (EMMA), if required.	
	<ul> <li>Process all incoming EMMA requests for personnel support.</li> <li>Identify the number of personnel, special qualifications or training, where they are needed and the person or unit they should report to upon arrival.</li> <li>Determine the estimated time of arrival of responding personnel and advise the requesting parties accordingly.         <ul> <li>(FORM   RESOURCE REQUEST)</li> <li>(FORM   RESOURCE TRACKING)</li> </ul> </li> </ul>	
	Maintain a status board or other reference to keep track of incoming and outgoing EMMA personnel resources.	
	Update EOC organization chart for each operational period.	



TYPE   TIME		STATUS C=Complete I=In-Progress P=Pending
	Coordinate with the Liaison Officer and Security Officer to ensure access, badging or identification, and proper direction for responding EMMA personnel upon arrival at the EOC.	
	Keep the Personnel Unit Leader informed of significant issues affecting the EMMA requests.	
SHIFT CHANGE/	TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID) (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATIO	N	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #: _	
Date:	Time: _	am / pm



JobAid: Supply & Procurement Unit



POSITION OVERVIEW



Responsible for obtaining and delivering all non-fire and non-lawenforcement mutual aid materials, equipment and supplies to support emergency operations

**REPORT** 

TO

**LOGISTICS** | CHIEF/COORDINATOR

**PLANS** 



**EOC ACTION PLAN | SUPPORTS DEVELOPMENT** 

**FORMS** 



- POSITION JOBAID
- EOC-205A COMMUNICATION LIST
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:

(EOC-225) to CALOES | credentialcoord@caloes.ca.gov

TYPE TIME C=Complete I=In-Progress P=Pending



TYPE TIM	ΛΕ	STATUS C=Complete I=In-Progress P=Pending
	Oversee the procurement and allocation of supplies and materiel not normally provided through mutual aid channels.	
	Coordinate procurement actions with the Finance/Administration Section.	
	Coordinate delivery of supplies and materiel as required.	
	Supervise the Supply/Procurement Unit.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a position log and other necessary files.	
	Determine if requested types and quantities of supplies and material are available in inventory.	
	Determine procurement spending limits with the Purchasing Unit in Finance/Administration. Obtain a list of pre-designated emergency purchase orders as required.	
	Whenever possible, meet personally with the requesting party to clarify types and number of supplies and materiel, and verify that the request has not been previously filled through another source.	
	In conjunction with the Resource Tracking Unit, maintain a status board or other reference depicting procurement actions in progress and their status.	



TYPE	TIME	STATUS C=Complete I=In-Progress P=Pending
	Determine if the procurement item can be provided without cost from another jurisdiction or through the Operational Area.	
	Determine unit costs of supplies and materiel, from suppliers and vendors and if they will accept purchase orders as payment, prior to completing the order.	
	Orders exceeding the purchase order limit must be approved by the Finance/Administration Section before the order can be completed.	
	If vendor contracts are required for procurement of specific resources or services, refer the request to the Finance/Administration Section for development of necessary agreements.	
	<ul> <li>Determine if the vendor or provider will deliver the ordered items.</li> <li>If delivery services are not available, coordinate pickup and delivery through the Transportation Unit.</li> </ul>	
	<ul> <li>In coordination with the Personnel Unit, provide food and lodging for EOC staff and volunteers as required.</li> <li>Assist field level with food services at camp locations as requested.</li> </ul>	
	<ul> <li>Coordinate donated goods and services from community groups and private organizations.</li> <li>Set up procedures for collecting, inventorying, and distributing usable donations.</li> </ul>	
	Keep the Logistics Section Coordinator informed of significant issues affecting the Supply/ Procurement Unit.	
SHIFT CH	NGE/TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	

#### DEMODILIZATION



TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
		Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
		<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
		Clean up your work area before you leave.	
		Provide a forwarding phone number where you can be reached.	
		Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
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Name:		:
Date:	Time	:am / pm





#### JobAid: Facilities Unit

### POSITION OVERVIEW



Responsible for ensuring adequate essential facilities are provided for the response effort, including securing access to the facilities and providing staff, furniture, supplies, and materials necessary to configure the facilities in a manner adequate to accomplish the mission.

REPORT TO LOGISTICS | CHIEF/COORDINATOR

**PLANS** 



**EOC ACTION PLAN | SUPPORTS DEVELOPMENT** 

**FORMS** 



- POSITION JOBAID
- **EOC-205A COMMUNICATION LIST**
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:



TYPE TIME		STATUS C=Complete I=In-Progress
		P=Pending
DUTIES		
	Ensure that adequate essential facilities are provided for the response effort, including securing access to the facilities and providing staff, furniture, supplies, and materials necessary to configure the facilities in a manner adequate to accomplish the mission.	
	Ensure acquired buildings, building floors, and or workspaces are returned to their original state when no longer needed.	
	Supervise the Facilities Unit.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a position log and other necessary files.	
	Work closely with the EOC Coordinator and other sections in determining facilities and furnishings required for effective operation of the EOC.	
	Coordinate with branches and units in the Operations Section to determine if assistance with facility acquisition and support is needed at the field level.	
	Arrange for continuous maintenance of acquired facilities, to include ensuring that utilities and restrooms are operating properly.	
	If facilities are acquired away from the EOC, coordinate with assigned personnel and designate a Facility Manager.	



TYPE TIME	Develop and maintain a status board or other reference which depicts the location of each facility; a general description of furnishings, supplies and equipment at the site; hours of operation, and the name and phone	STATUS C=Complete I=In-Progress P=Pending
	number of the Facility Manager.  Ensure all structures are safe for occupancy and that they comply with ADA requirements.	
	As facilities are vacated, coordinate with the facility manager to return the location to its original state. This includes removing and returning furnishings and equipment, arranging for janitorial services, and locking or otherwise securing the facility.	
	Keep the Logistics Section Coordinator informed of significant issues affecting the facilities unit.	
SHIFT CHANGE/TF	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION		
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	



TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
		Provide a forwarding phone number where you can be reached.	
		Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
	Forwarding	
Name:	Phone #:	
Date:	Time:	am / pm



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## JobAid: Food Unit

POSITION OVERVIEW



Responsible for coordinating all feeding operations for the EOC, support, and field personnel

**REPORT** 

TO

LOGISTICS | CHIEF/COORDINATOR

**PLANS** 



**EOC ACTION PLAN | SUPPORTS DEVELOPMENT** 

**FORMS** 



- POSITION JOBAID
- EOC-205A COMMUNICATION LIST
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VFS1

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Establishes and disseminates a feeding plan that identifies cost limits, authorized vendors, catering companies, types of food, etc. Be aware of special diets.	
	Sets meal schedules.	
	Sets up and manages eating areas for EOC, staff, and field personnel.	
	Establishes a personnel-feeding account for EOC, support, and field personnel at local restaurants.	
	Briefs all EOC personnel on the location, cost limitations, and incident number used for each restaurant or caterer.	
ACTIVATION		
	Check in at the EOC.  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up).	
	Check workstation to ensure readiness.	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities.  (FORM   EOC-214)	
RESPONSE		
	Obtains necessary equipment, supplies, and facilities to establish food service (including hot/cold storage and/or handling).	
	Ensures food service areas meet appropriate health and safety measures and are maintained in a clean condition.	
	Orders sufficient food and water from or through the Supply Unit.	
	Maintains an inventory of food, water, condiments, and supplies.	



TYPE   TII	ME	STATUS C=Complete I=In-Progress P=Pending
	Coordinates with Procurement Unit to ensure all purchases are preapproved and paid.	
SHIFT CHANG	E/TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit.	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZAT	TION	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #:	
Date:		am / pm





## **JobAid: Donations Management Unit**

POSITION OVERVIEW



Responsible for coordination of donations management. This includes internal organizational elements and resources as well as external partner agencies.

**REPORT** 

TO

LOGISTICS | CHIEF/COORDINATOR

**PLANS** 



**EOC ACTION PLAN | SUPPORTS DEVELOPMENT** 

**FORMS** 



- POSITION JOBAID
- **EOC-205A COMMUNICATION LIST**
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Works with the Planning Section Staff to identify donation needs of life-safety supplies and services (e.g., heat, food, water, ice) and develops a plan to receive and quickly distribute these resources to affected community members.	
	Coordinates with the Resources Unit to track all donation resources.	
ACTIVATION		
	Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up)	
	Check workstation to ensure readiness	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Communicates and coordinates with external partners and NGOs to support effective donations management.	
	Serves as point of contact with private sector that want to donate goods and services.	
	Coordinates with Public Information function, including the JIC (if activated) to maintain consistent public messaging about donations.	
SHIFT CHANGE/TE	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	



TYPE TIN	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.	STATUS C=Complete I=In-Progress P=Pending
	<ul><li>(FORM   USE CURRENT POSITION JOBAID)</li><li>(FORM   USE CURRENT EOC-214)</li></ul>	
	Provide all completed documentation to the Documentation Unit.	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZAT	ION	
	Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



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TASKS (PENDING)

**NOTES** 



Name:	Forwarding Phone #:	
Date:	Time:	am / pm



## JobAid: Volunteer Coordination Unit

POSITION OVERVIEW



Responsible for coordination of donations management. This includes internal organizational elements and resources as well as external partner agencies.

**REPORT** 

TO

LOGISTICS | CHIEF/COORDINATOR

**PLANS** 



**EOC ACTION PLAN | SUPPORTS DEVELOPMENT** 

**FORMS** 

- POSITION JOBAID
- **EOC-205A COMMUNICATION LIST**
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING
- DSWV REGISTRATION

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		r-renaing
	Works with the Planning Section Staff to identify volunteer needs develops a plan to distribute these volunteers to necessary places.	
	Coordinates with the Resources Unit to track all volunteer resources.	
ACTIVATION		
	Check in at the EOC.  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up).	
	Check workstation to ensure readiness.	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE		
	Staffs Volunteer Team in the EOC and supports the Planning Section Resource Unit and the Logistics Section Supply Unit.	
	Establishes one or more assembly and staging sites for volunteers to report for credential screening and potential assignment (Volunteer Reception Centers).	
	Manages the Volunteer DSWV process including document management.  (FORM   DSWV REGISTRATION)	
SHIFT CHANGE/T	FRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	



TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
		Provide all completed documentation to the Documentation Unit.	
		Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBIL	IZATION		
		Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
		<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
		Clean up your work area before you leave.	
		Provide a forwarding phone number where you can be reached.	
		Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #:	
Date:		am / pm
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# 3.5 Finance/Administration Section

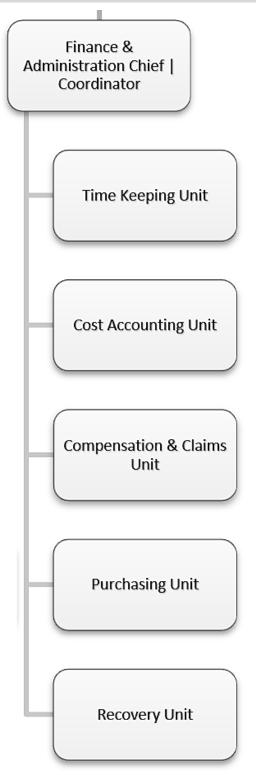


Figure 9: EOC Finance & Administration Section



This section contains functional section and position descriptions, responsibilities, and jobaids for personnel assigned to the Finance & Administration Section of the City EOC. Jobaids describe the minimum actions that should be accomplished by personnel assigned to functional positions within the section.

#### **Section Overview:**

• The Finance & Administration Section is responsible for providing financial support and coordination.

## Section Responsibilities Include:

- Protect Life, Property, and the Environment
- Provide Continuity of Financial Support to the City and Community
- Document and Manage City costs and recovery of those costs as allowable
- Maintain a positive image for the City in its dealings with the community

**Figure 9: EOC Finance & Administration Section**, above, shows all the positions that are part of the EOC Finance & Administration Section.



## JobAid: Finance & Administration Chief/Coordinator

POSITION OVERVIEW



Responsible for the financial support, response, and recovery for the incident

**REPORT** 

TO

MANAGEMENT | EOC DIRECTOR

PLANS & REPORTS



ASSESS, TRACKS, AND ORGANIZE COST OF IMPLIMENTATION PER STATE AND FEDERAL COST RECOVERY GUIDELINES

FORMS, GUIDES

## **FORMS**

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST



- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

#### **GUIDES**

PA DAMAGE CATEGORIES

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VFS1

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:



TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES			
		Ensure that all financial records are maintained throughout the emergency.	
		Ensure that all on-duty time is recorded for all emergency response personnel.	
		Ensure that all on-duty time sheets are collected from EOC staff; Departments are collecting these from DOC staff, and Field Supervisors /Incident Commanders are for their staff.	
		Ensure there is a continuum of the payroll process for all employees responding to the emergency.	
		Determine/remind individuals of purchase order limits for the procurement function in Logistics.	
		Ensure that workers' compensation claims, resulting from the response are processed within a reasonable time.	
		Ensure that all travel and expense claims are processed within a reasonable time.	
		Provide administrative support to all EOC Sections as required, in coordination with the Personnel Unit.	
		<ul> <li>Activate units within the Finance/Administration Section as required.</li> <li>Monitor section activities continuously and modify the organization as needed.</li> </ul>	
		Ensure that all recovery documentation is accurately maintained and submitted on the appropriate forms to the Federal Emergency Management Agency (FEMA) and/or the Governor's Office of Emergency Services.	
		Supervise the Finance/Administration Section.	
ACTIVATION	ON		
		Check in at the EOC.  (FORM   EOC-211, FORM   EOC-205A)	
		Assist with EOC Set-up (If not already fully set-up).	
		Check workstation to ensure readiness.	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities.  (FORM   EOC-214)	
	Ensure that the Finance/Administration Section is set up properly and that appropriate personnel, equipment, and supplies are in place.	
	Based on the situation, activate units within section as needed and designate Unit Coordinators for each element:	
	☐ Time Keeping Unit ☐ Cost Accounting Unit ☐ Compensation & Claims Unit ☐ Purchasing Unit ☐ Recovery Unit	
	Ensure that sufficient staff are available for a 24-hour schedule, or as required.	
	<ul> <li>Meet with the Logistics Section Coordinator and review financial and administrative support requirements and procedures.</li> <li>Determine the level of purchasing authority to be delegated to Logistics Section.</li> </ul>	
	Meet with all Unit Leaders and ensure that responsibilities are clearly understood.	
	In conjunction with Unit Leaders, determine the initial Action Planning objectives for the first operational period.	
	Notify the EOC Director when the Finance/Administration Section is operational.	
	Adopt a proactive attitude, thinking ahead and anticipating situations and problems before they occur.	
RESPONSE		
	Ensure that Finance/Administration Section position logs and other necessary files are maintained.	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Ensure that displays associated with the Finance/Administrative Section are current, and that information is posted in a legible and concise manner.	
	Participate in all Action Planning meetings.	
	Brief all Unit Leaders and ensure they are aware of the EOC objectives as defined in the Action Plan.	
	Keep the EOC Director, General Staff, and elected/other officials aware of the current fiscal situation and other related matters, on an on-going basis.	
	Ensure that the Recovery Unit maintains all financial records throughout the emergency.	
	Ensure that the Time Keeping Unit tracks and records all agency staff time.	
	In coordination with the Logistics Section, ensure that the Purchasing Unit processes purchase orders and develops contracts in a timely manner.	
	Ensure that the Compensation & Claims Unit processes all workers' compensation claims, resulting from the emergency, in a reasonable timeframe, given the nature of the situation.	
	Ensure that the Time-Keeping Unit processes all timesheets and travel expense claims promptly.	
	Ensure that the Finance/Administration Section provides administrative support to other EOC Sections as required.	
	Ensure that all recovery documentation is accurately maintained by the Recovery Unit during the response and submitted on the appropriate forms to Federal Emergency Management Agency (FEMA) and/or the Governor's Office of Emergency Services.	
SHIFT CHANGE/	TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	



TYPE TIM	ΛΕ	STATUS C=Complete I=In-Progress P=Pending
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION	ON	
	Deactivate appropriate Section Positions when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Identify staff to support on-going Recovery Operations and Recovery Plan.</li> <li>Advise identified staff on their continual support role.</li> </ul>	
	Complete all required forms, reports, and other documentation. Provide all completed documentation to the Documentation Unit, prior to departure.	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	
TERMINATION		
	Transition over to Recovery Operations and support Recovery Manager in tracking per project costs as directed by FEMA cost recovery and public assistance guidelines.	



TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #: _	
Date:	Time: _	am / pm



## JobAid: Time Keeping Unit

POSITION OVERVIEW



Responsible for working with all Department Liaisons and Sections to ensure field units track hours worked by personnel and volunteers & preparing daily personnel time recording documents.

**REPORT** 

TO

FINANCE & ADMINISTRATION | CHIEF/COORDINATOR

PLANS & REPORTS



SUPPORTS ASSESSMENT, TRACKING, AND ORGANIZATION OF THE COST OF IMPLEMENTATION PER STATE AND FEDERAL COST RECOVERY GUIDELINES

FORMS, GUIDES

## **FORMS**

- POSITION JOBAID
- RESOURCE TRACKING
- EOC-205A COMMUNICATION LIST



- EOC-210 RESOURCE STATUS CHANGE
- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

#### **GUIDES**

PA DAMAGE CATEGORIES

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:



TYPE T	ΓΙΜΕ		STATUS C=Complete I=In-Progress P=Pending
DUTIES			
		Track, record, and report all on-duty time for personnel working during the emergency.	
		Ensure that personnel time records, travel expense claims and other related forms are prepared and submitted to budget and payroll office.	
		Supervise the Time Keeping Unit.	
ACTIVATION	ı		
		Check in at the EOC  (FORM   EOC-211, FORM   EOC-205A)	
		Assist with EOC Set-up (If not already fully set-up)	
		Check workstation to ensure readiness	
		Wear identification vest and read over job aid.	
		Receive situation, section and position briefing from available and appropriate personnel.	
		Ensure readiness to maintain concise records of position activities  (FORM   EOC-214)	
RESPONSE			
		Establish and maintain a time keeping system.  (FORM   EOC-211)  (FORM   RESOURCE TRACKING) (FORM   EOC-210)	
		<ul> <li>Initiate, gather, or update time reports from all personnel, to include volunteers assigned to each shift.</li> <li>Ensure that time records are accurate and prepared in compliance with policy.</li> </ul>	
		<ul> <li>Obtain complete personnel rosters from the Personnel Unit.</li> <li>Rosters must include all EOC personnel as well as personnel assigned to the field level.</li> </ul>	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Provide instructions for all supervisors to ensure that time sheets and travel expense claims are completed properly and signed by each employee prior to submitting them.	
	<ul> <li>Establish a file for each employee or volunteer within the first operational period.</li> <li>Maintain a fiscal record for as long as the employee is assigned to the response.</li> </ul>	
	Keep the Finance/Administration Section Coordinator informed of significant issues affecting the Time-Keeping Unit.	
SHIFT CHANGE/TI	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID) (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION		
	Deactivate position when authorized by Finance/Administration Section Coordinator and follow Demobilization Unit Leader directions/plan.	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
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Name:		:
Date:	Time	:am / pm



## **JobAid: Compensation & Claims Unit**

POSITION OVERVIEW



Responsible for investigating and processing physical-injury and propertydamage claims arising from emergency/disaster incident

**REPORT** 

TO

FINANCE & ADMINISTRATION | CHIEF/COORDINATOR

**PLANS** 



SUPPORTS ASSESSMENT, TRACKING, AND ORGANIZATION OF THE COST OF IMPLEMENTATION PER STATE AND FEDERAL COST RECOVERY GUIDELINES

FORMS, GUIDES

#### **FORMS**

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST
- EOC-208 SAFETY MESSAGE



- EOC-211 CHECK-IN LIST
- EOC-215A SAFETY ANALYSIS
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING
- EOC-227 CLAIMS LOG

#### **GUIDES**

PA DAMAGE CATEGORIES

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:



TYPE   TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Oversee the investigation of injuries and property/equipment damage claims arising out of the emergency.	
	Complete all forms required by worker's compensation program.	
	Maintain a file of injuries and illnesses associated with the emergency which includes results of investigations.	
	Supervise the Compensation and Claims Unit.	
ACTIVATION		
	Check in at the EOC.  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up).	
	Check workstation to ensure readiness.	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities.  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a compensation and claims system.	
	Maintain a chronological log of injuries and illnesses, and property damage reported during the emergency.  (FORM   EOC-227)	
	Investigate all injury and damage claims as soon as possible.	
	Prepare appropriate forms for all verifiable injury claims and forward them to Workmen's Compensations within the required time frame consistent with jurisdiction's policy & procedures.	



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
	Coordinate with the Safety Officer regarding the mitigation of hazards.  (FORM   EOC-208) (FORM   EOC-215A)	
	Keep the Finance/Administration Coordinator informed of significant issues affecting the Compensation and Claims Unit.	
	Forward all equipment or property damage claims to the Recovery Unit.	
SHIFT CHANGE/T	RANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID) (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATION		
	<ul> <li>Deactivate position when authorized by EOC Director and directed by Section Coordinator.</li> <li>Follow Demobilization Unit Leader directions/plan.</li> </ul>	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	
	Be prepared to provide input to the after-action report.	



TASKS (PENDING)		
NOTES		
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Name:		:
Date:	Time	:am / pm



# JobAid: Purchasing Unit

POSITION OVERVIEW	==	Responsible for financial matters involving vendor contracts
REPORT	ТО	FINANCE & ADMINISTRATION   CHIEF/COORDINATOR
PLANS	×°×	SUPPORTS ASSESSMENT, TRACKING, AND ORGANIZATION OF THE COST OF IMPLEMENTATION PER STATE AND FEDERAL COST RECOVERY GUIDELINES
FORMS, GUIDES		FORMS  POSITION JOBAID  EOC-205A COMMUNICATION LIST  EOC-211 CHECK-IN LIST  EOC-214 ACTIVITY LOG  EOC-225 FOR PD CREDENTIALING  GUIDES  PA DAMAGE CATEGORIES

# TECHNOLOGY



- LAPTOP
- PHONE (DESK OR CELL)

## **RESOURCES**



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

# PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:



TYPE TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Coordinate vendor contracts not previously addressed by existing approved vendor lists.	
	Coordinate with Supply/Procurement Unit on all matters involving the need to exceed established purchase order limits.	
	Supervise the Purchasing Unit.	
ACTIVATION		
	Check in at the EOC.  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up).	
	Check workstation to ensure readiness.	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities.  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a purchasing system.	
	Review the emergency purchasing procedures.	
	Prepare and sign contracts as needed, be sure to obtain concurrence from the Finance/ Administration Section Coordinator.	
	Ensure that all contracts identify the scope of work and specific site locations.	
	Negotiate rental rates not already established, or purchase price with vendors as required.	
	Admonish vendors as necessary, regarding unethical business practices, such as inflating prices or rental rates for their merchandise or equipment during emergencies.	



TYPE	TIME	STATUS C=Complete I=In-Progress P=Pending
	Finalize all agreements and contracts, as required.	
	Complete final processing and send documents to Budget and Payroll for payment.	
	Verify costs data in the pre-established vendor contracts and/or agreements.	
	In coordination with the Logistics Section, ensure that the Purchasing Unit processes purchase orders and develops contracts in a timely manner.	
	Keep the Finance/Administration Section Coordinator informed of all significant issues involving the Purchasing Unit.	
SHIFT CHA	ANGE/TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID)  (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit.	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBIL	ZATION	
	<ul> <li>Deactivate position when authorized by EOC Director and directed by Section Coordinator.</li> <li>Follow Demobilization Unit Leader directions/plan.</li> </ul>	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	
	Clean up your work area before you leave.	
	Provide a forwarding phone number where you can be reached.	



TYPE		TIME		STATUS C=Complete I=In-Progress P=Pending
	_		Be prepared to provide input to the after-action report.	



# SHIFT/STAFF CHANGE

TASKS (PENDING)		
NOTES		
	Forwarding	
Name:	Phone #:	
Date:	Time: _	am / pm



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## JobAid: Recovery Unit

POSITION OVERVIEW



TO

Responsible for executing procedures to capture and document costs relating to a disaster/emergency

**REPORT** 

FINANCE & ADMINISTRATION | CHIEF/COORDINATOR

PLANS & REPORTS



SUPPORTS ASSESSMENT, TRACKING, AND ORGANIZATION OF THE COST OF IMPLEMENTATION PER STATE AND FEDERAL COST RECOVERY GUIDELINES

#### AFTER ACTION REPORT

FORMS, GUIDES

#### **FORMS**

- POSITION JOBAID
- EOC-205A COMMUNICATION LIST



- EOC-211 CHECK-IN LIST
- EOC-214 ACTIVITY LOG
- EOC-225 FOR PD CREDENTIALING

### **GUIDES**

PA DAMAGE CATEGORIES

**TECHNOLOGY** 



- LAPTOP
- PHONE (DESK OR CELL)

**RESOURCES** 



- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

PROFESSIONAL CREDENTIAL



To receive professional credit for Emergency Management EOC/Career Credentialing, complete and turn in:

(EOC-225) to CALOES | credentialcoord@caloes.ca.gov



TYPE   TIME		STATUS C=Complete I=In-Progress P=Pending
DUTIES		
	Determine impacts of the emergency requiring recovery planning.	
	Initiate recovery-planning meetings with appropriate individuals and agencies.	
	Develop the initial recovery plan and strategy for the jurisdiction.	
	Ensure that all appropriate agencies are kept informed and have the opportunity to participate in the recovery planning process.	
	Develop the strategy to transition from recovery planning in the EOC to a wider post-emergency recovery effort.	
	Supervise the Recovery Unit.	
ACTIVATION		
	Check in at the EOC.  (FORM   EOC-211, FORM   EOC-205A)	
	Assist with EOC Set-up (If not already fully set-up).	
	Check workstation to ensure readiness.	
	Wear identification vest and read over job aid.	
	Receive situation, section and position briefing from available and appropriate personnel.	
	Ensure readiness to maintain concise records of position activities.  (FORM   EOC-214)	
RESPONSE		
	Establish and maintain a recovery system.	
	Monitor the current situation report to include recent updates and determine overall impacts of the emergency.	
	Based on available information, prepare an initial estimate of likely recovery issues that must be addressed. Document these in a preliminary report.	



TYPE TIN	ME	STATUS C=Complete
		I=In-Progress P=Pending
	Coordinate with the Advance Planning Unit to determine major mid-to-long range social, economic, environmental and political impacts.	
	Assist the Operational Area as necessary in determining appropriate sites for Disaster Application Centers.	
	Facilitate recovery planning meetings involving appropriate Management and General Staff personnel and other agencies as needed.	
	Develop a recovery plan and strategy for the jurisdiction or agency.	
	Coordinate with Finance/Administration to ensure that FEMA, OES and other public reimbursement source documents and applications are consistent with the recovery strategy.	
	In conjunction with Finance/Administration, ensure that specific project timelines are developed to meet the goals and objectives of the recovery plan.	
SHIFT CHANGE	E/TRANSFER OF DUTIES	
	Provide turnover briefing to position replacement.	
	Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.  (FORM   USE CURRENT POSITION JOBAID) (FORM   USE CURRENT EOC-214)	
	Provide all completed documentation to the Documentation Unit.	
	Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached.  (FORM   EOC-211, FORM   EOC-205A)	
DEMOBILIZATI	ION	
	<ul> <li>Deactivate position when authorized by EOC Director and directed by Section Coordinator.</li> <li>Follow Demobilization Unit Leader directions/plan.</li> </ul>	
	<ul> <li>Complete all required forms, reports, and other documentation.</li> <li>Provide all completed documentation to the Documentation Unit, prior to your departure.</li> <li>Turn over financial information to Finance/Administration Section Coordinator.</li> </ul>	



TYPE	TIME		STATUS C=Complete I=In-Progress P=Pending
		Clean up your work area before you leave.	
		Provide a forwarding phone number where you can be reached.	
		Assists the EOC Coordinator and Planning & Intelligence Section with preparing the After-Action Report.  (REPORT   AFTER ACTION)	



# SHIFT/STAFF CHANGE

TASKS (PENDING)		
NOTES		
Name:	Forwarding Phone #: _	
Date:	Time:	am / pm



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## 4 EOC Forms & Tools

## 4.1 EOC Action Planning

EOC Action Planning is a process that allows for the coordination of EOC activities and the development of the EOC Action Plan.

The EOC Action Plan (EAP) is a printed document which outlines the priorities and planned response of the organization for a defined operational period (time period).

During the initial stages of incident management, EOC staff must develop a simple plan that can be communicated through concise verbal briefings. Frequently, this plan must be developed very quickly and with incomplete information. As the incident management effort evolves over time with additional lead time, staff, information, more detailed and concise EOC Action Plans are created.

Overall – planning involves the following 5 phases:

- 1. Understanding the situation
- 2. Establishing incident objectives
- 3. Developing the Plan
- 4. Preparing and Disseminating the Plan
- 5. Executing, Evaluating and Revising the Plan

The basis for an efficient and effective EOC Action Planning process begin with the development and maintenance of a common operating picture.

## 4.1.1 Common Operating Picture Guidance

In order to develop a common operating picture emergency management organization member must exercise effective situational awareness.

Situational Awareness is the ability to identify, process, and comprehend the critical information about an incident – knowing what is going on around you [requiring] continuous monitoring of relevant sources of information regarding actual incidents and developing hazards (National Response Framework).

#### Elements of situational awareness include:

- Perception (Gather information)
- Comprehension (Interpret information)
- Projection (Anticipate future status and needs)

#### Situational awareness can be obtained through the following sources:

- Field Responders
- Government agencies
- 911 centers
- Citizens



- Media
- Social media
- Non-governmental organizations (NGOs)

Situational awareness information compiled together is used to develop a common operating picture.

A common operating picture is a continuously updated overview of an incident compiled throughout an incident's life cycle from data shared between integrated systems for communication, information management, and intelligence and information sharing (NRF Resource Center).

### Having a common operating picture enables:

- Effective and timely decision-making
- Increase collaboration among all responders and disseminates pertinent information
- Improve incident safety
- Inform predictions and proactive response
- Help ensure consistency of messages

### A common operating picture contains the following elements:

- Data: Collect bits from various sources
- Information: Bits are put together
- Intelligence: Analyze the information
- Make recommendations for decisions

Situational awareness influences the development of a common operating picture and follows the following input/output process.

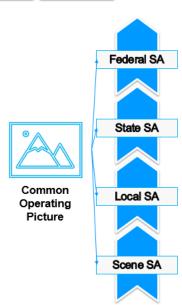


Situational Awareness shared at every SEMS level through a common operating picture helps others achieve overall incident situational awareness as shown in the diagram on the right.

If an event is not continuously monitored and the common operating picture updated and shared, situational awareness will decrease and in inaccurate operating picture will result.

Situational awareness and common operating picture information can be shared through:

- Senior leadership briefs
- Formal reports
- Information gathered from Incident/EOC Action Plans (I/EAPs), Situation Reports (SITREPs), etc.





## 4.1.2 Planning P

The Planning "P" is a guide to the action planning process. The Planning "P" can be used for both smaller, short-term incidents or events, and for longer, more complex incident planning.

The Planning "P" depicts the stages in the action planning process.

The leg of the "P" includes initial steps to gain awareness of the situation and establish the organization for incident management. Steps in Phase 1 are done only one time. Once they are accomplished, incident management shifts into a cycle of planning and operations, that continues and is repeated each operational period. In this way, the Planning "P" becomes the Planning "O" after the first operation period.

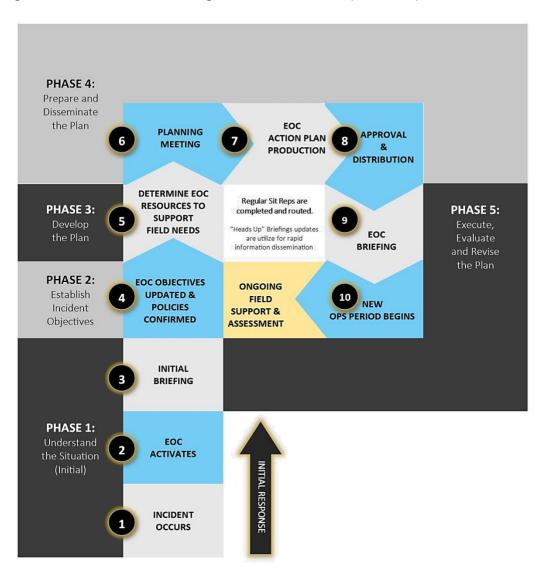


Figure: Planning P



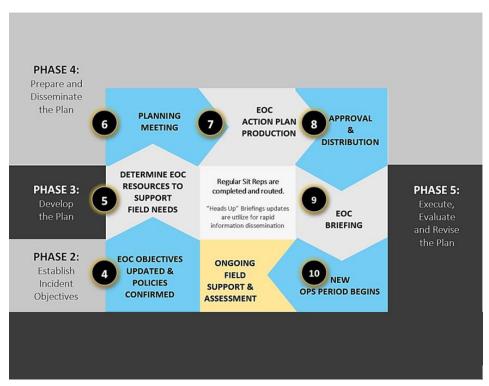
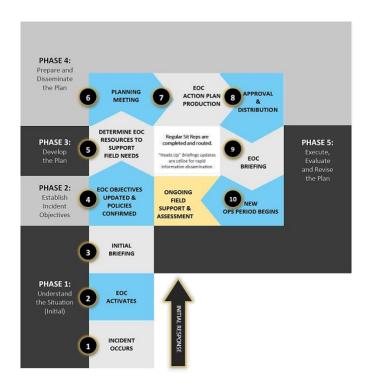


Figure: Ongoing O

# 4.1.3 Planning P Meeting Agendas

The following are example Planning P meeting details and agendas:





# Initial Briefing Meeting (Planning P Step 3):

Meeting Called By: EOC Director

**Attended By:** All EOC personnel deemed necessary by the EOC Director. **Led By:** EOC Director or Designee (ex: P&I Section Chief/Coordinator)

Purpose: Provide information on current on-scene operations, agency and jurisdictional

concerns and establish working EOC organization.

**Outcome:** Organizational Structure and Common Operating Picture!

#### **Ground Rules:**

- Cell Phone on Silent or Vibrate
- Come Prepared for each meeting
- No side conversations
- Ask questions if you don't understand
- Take Notes
- Stick to agenda

#### Agenda/Flow

- EOC Director brings meeting to order, conducts roll call, covers ground rules and reviews the agenda
- Introduce EOC Management and General Staff
- Provide situation update to include:
  - 1. What has happened
  - 2. Affected areas and individuals
  - 3. Incident Command Post Objectives and Priorities if known (ICS-201 for Field)
  - 4. Activated emergency response facilities



- 5. Jurisdictions and agencies involved
- 6. Any actions we have taken
- 7. Safety Concerns
- 8. Agency or jurisdiction restrictions
- Verify that Incident commander(s), Area Command(s), supporting EOCs, DOCs, and coordinating agencies have been informed that the EOC is staffed and operational.
- Establish the following:
  - Event name
  - Operational period duration and work shift hours
  - o Initial goals and objectives
  - o EOC staffing organization, structure, pattern
  - Meeting schedule
- All resource requests will be facilitated through the EOC.
- Agree on unified logistics approach to resource ordering procedures to follow.
- Agree on resource authorization procedures.
- Agree on Information/Intelligence matters and the flow of information into the EOC and vetted information out of the EOC.
- Next meeting EOC Objectives meeting.
- Prepare for the Objectives Meeting.

# Objectives Updates & Policy Confirmation Meeting (Planning P Step 4):

**Meeting Called By: EOC Director** 

Attended By: Management & General Staff

Led By: Planning & Intelligence Chief/Coordinator or Designee

Purpose: Develop EOC objectives to support on-scene and EOC operations and

confirm policies.

**Outcome:** EOC objectives updated and policies confirmed.

#### **Ground Rules:**

- Cell Phone on Silent or Vibrate
- Come Prepared for each meeting
- No side conversations
- Ask questions if you don't understand
- Take Notes
- Stick to agenda

- P&I Section Chief/Coordinator (PSC) brings meeting to order, conducts roll call, covers ground rules and reviews the agenda
- Review and /or update key current actions
- Review current and projected situation
- Set prioritized SMART objectives in support of field Incident Commander(s) considering on-scene incident objectives/resource priorities, limitations, and constraints
- Discuss the incidents potential for the next operational period



- Review and confirm policies by EOC Management with input from General Staff which may include:
  - Managing sensitive information/intelligence
  - Information flow into and out of the EOC
  - Resource ordering process
  - Cost sharing and cost accounting (Finance/Admin.)
  - Operational security issues
  - Establishment of a JIC
- Review, document, and/or resolve status of any open actions.



# Resource Meeting (Planning P Step 5):

**Meeting Called By: EOC Director** 

**Attended By:** Management & General Staff (other EOC positions as appropriate)

Led By: Planning & Intelligence Chief/Coordinator or Designee

**Purpose:** Develop a unified EOC strategy to support emergency management and onscene operation resource needs.

**Outcome:** Resources identified to support emergency management and field needs.

#### **Ground Rules:**

- Cell Phone on Silent or Vibrate
- Come Prepared for each meeting
- No side conversations
- Ask questions if you don't understand
- Take Notes
- Stick to agenda

- P&I Section Chief/Coordinator brings meeting to order, conducts roll call, covers ground rules and reviews the agenda
- Review current and projected incident situation
- Review and /or update key current actions
- Review coordination and support objectives and ensures accountability for each
- Resources on-scene, en-route, and ordered are identified (Plans Section and Operations Section)
- Resource priorities are discussed P&I Section Chief/Coordinator and Operations Section Chief/Coordinator
- PSC and OSC develop strategic and resource needs
- Logs Section Chief/Coordinator verify support requirements and contributes logistics info as necessary
- Logs Section Chief/Coordinator reviews resource ordering process
- F&A Section Chief/Coordinator evaluates funding /fiscal implications
- Quick recap of the meeting and assignments
- End meeting and prepare for Planning Meeting
- Sections/Staff conduct break out meetings to fill in the information gaps that may exist
- Prepare for Planning Meeting



# Planning Meeting (Planning P Step 6):

Meeting Called By: EOC Director

**Attended By:** Management & General Staff (other EOC positions as appropriate)

Led By: Planning & Intelligence Chief/Coordinator or Designee

Purpose: Validate EOC Action Plan components: objectives, policies, authorities,

resources etc.

Outcome: Validation of EOC Action Plan.

#### **Ground Rules:**

- Cell Phone on Silent or Vibrate
- Come Prepared for each meeting
- No side conversations
- Ask questions if you don't understand
- Take Notes
- Stick to agenda

- Planning & Intelligence Chief/Coordinator brings meeting to order, conducts roll call, covers ground rules and reviews the agenda
- EOC Director provides opening remarks
- Situation Unit provides briefing on current situation, resources at risk, weather forecast, and incident projections.
- Planning & Intelligence Chief/Coordinator reviews coordination and support priorities, objectives, and decisions
- Operations Section Chief/Coordinator provides briefing on current operations followed with an overview on the proposed plan including strategy work assignments, resource commitment, contingencies, Operations Section organizational structure, and needed support facilities
- Planning & Intelligence Chief/Coordinator reviews Operations Section
   Chief/Coordinator proposed plan to ensure that the EOC Management Priorities
   and operational objectives are met.
- Planning & Intelligence Chief/Coordinator reviews and validates responsibility for any open actions/tasks and management objectives.
  - Planning & Intelligence Chief/Coordinator conducts round robin of EOC
     Management Group and Management Staff members to solicit their final input and commitment to the proposed plan.
  - Logistics Section Chief/Coordinator covers transport, communications and supply updates and issues,
  - Finance Section Chief/Coordinator covers fiscal issues,
  - Public Information Officer covers public affairs and public information issues,
  - Liaison Officer covers interagency issues, and
  - Safety Officer covers any safety concerns or considerations



- Planning & Intelligence Chief/Coordinator requests EOC Management Group's approval of the plan as presented. EOC Management Group may provide final comments
- Planning & Intelligence Chief/Coordinator issues assignments to appropriate EOC members for developing Coordination Plan support documentation along with deadlines.
- Planning Section prepares the EOC Action Plan using the forms and /or format as described in the EOP or determined during the Planning meeting preparation phase.
- Sections conduct break out meetings to fill in the information gaps that may exist.



# EOC Briefing Meeting (Planning P Step 9):

Meeting Called By: EOC Director Attended By: All EOC personnel

Led By: Planning & Intelligence Chief/Coordinator or Designee

Purpose: To brief the oncoming shift on the EOC Action Plan and status of on-scene

operations

Outcome: Oncoming shift understands EOC Action Plan and situation to execute

**Ground Rules:** 

• Cell Phone on Silent or Vibrate

• Come Prepared for each meeting

• No side conversations

Ask questions if you don't understand

Take Notes

• Stick to agenda

- Planning & Intelligence Chief/Coordinator brings meeting to order, conducts roll call for personnel required to attend both incoming and out-going shift, covers ground rules and reviews the agenda
- EOC Director provides opening remarks
- Planning & Intelligence Chief/Coordinator reviews objectives and any changes to the EOC Action Plan
- Situation Unit conducts Situation Briefing.
- Operations Section Chief/Coordinator discusses current response actions and accomplishments.
- Logistics Section Chief/Coordinator covers transport, communications, and supply updates
- Finance Section Chief/Coordinator covers fiscal issues.
- Public Information Officer covers public affairs and public information issues
- Safety Officer covers any safety concerns or considerations
- Liaison Officer covers interagency issues and Intel covers intelligence issues
- Planning & Intelligence Chief/Coordinator solicits final comments and adjourns briefing.
- Out-going Sections Chiefs/Coordinators conduct individual break out meetings with the on-coming Section Chiefs/Coordinators to complete process



# 4.1.4 EOC Action Plan

4.1.4.1 EOC A	CTION	PLAN	TEMPLAT	E
OVERVIEW:				

Event Name:		
Operational Period:		
Jurisdiction:		
Date Prepared:		
Time Prepared:		
MAP SKETCH:		

Prepared By:

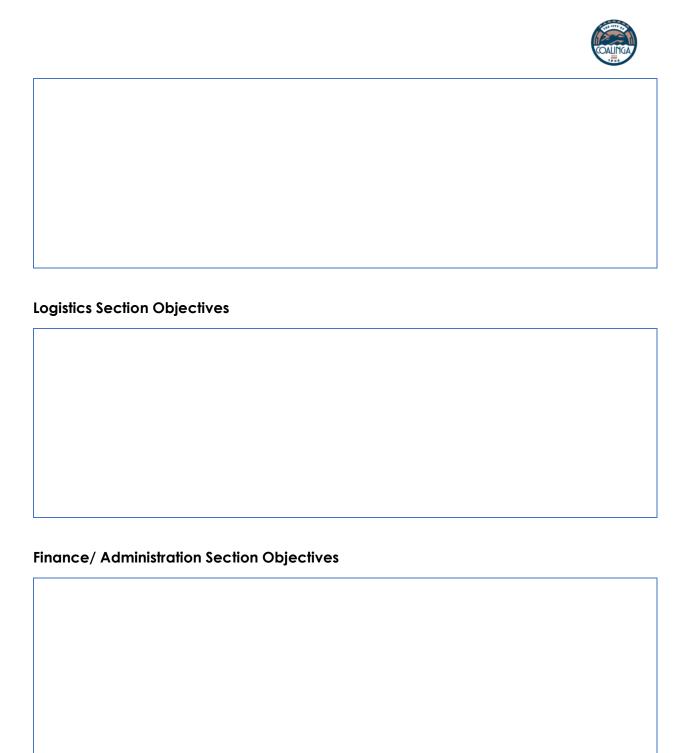
Approved By:



# **SUMMARY OF PRIORITIES, OBJECTIVES AND ACTIONS**

Overall Event Priorities
Management Section Objectives
Operations Section Objectives

**Planning Section Objectives** 





Organizational Chart:



Weather Impacts on Operations:	
Weather Forecast 5-Day	
Weather Maps:	
Additional Attachments	
Click here to enter text.	



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## 4.1.4.1 EOC Action Plan [Example]

## **OVERVIEW:**

Event Name: Earthquake

Operational Period: 1

Jurisdiction: Hazard City

Date Prepared: mm/dd/yyyy

Time Prepared: 9:00am

### **MAP SKETCH:**



Prepared By: First Last, Planning Section Chief

Approved By: First Last, EOC Director



#### **SUMMARY OF PRIORITIES, OBJECTIVES AND ACTIONS**

#### **Overall Event Priorities**

	-			C .	
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- 2. Incident stabilization
- 3. Preservation of the Environment/Property
- 4. Damage Assessments

## **Management Section Objectives**

- 1. In the next hour proclaim a Local Emergency
- 2. In the next hour issue a mass notification message with basic direction to affected residents reminding them of jurisdictional earthquake protocol
- 4. In the next 2 hours brief jurisdictional leadership on status of situation
- 5. In the next 6 hours set-up a call center and form a joint information center with larger jurisdiction

## **Operations Section Objectives**

- 6. In the next 6 hours access main roads in jurisdiction to determine if they are safe and passable for first responder vehicles
- 8. In the next 24 hours identify at least safe locations for displaced residents and set-up 1 shelter locations
- 9. In the next 24 hours assess and tag priority 1 pre-identified buildings in jurisdiction 11. In the next 24 hours, assess debris conditions and develop a removal plan

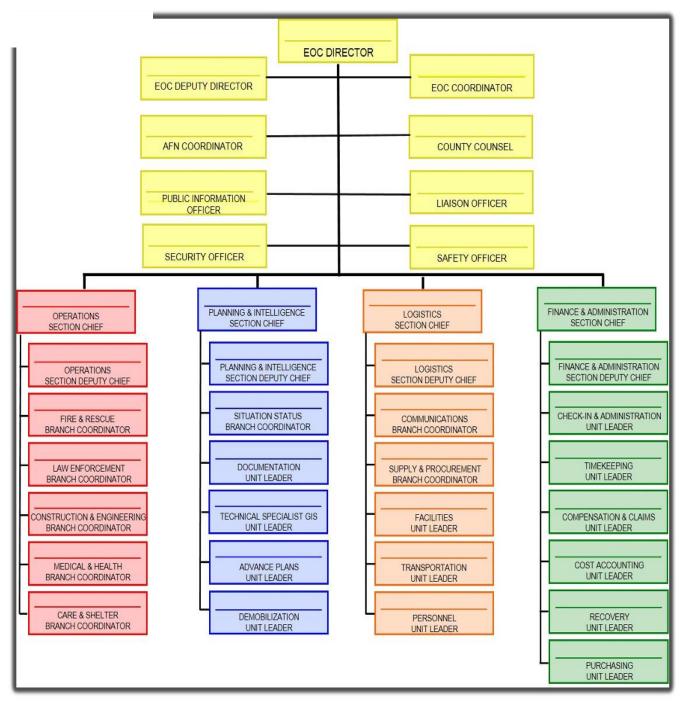


# **Planning Section Objectives**

7. In the next 12 hours complete 1 planning cycle and distribute EOC action plan
ogistics Section Objectives
10. In the next 24 hours, identify needs and work on requesting/procuring and providing
preliminary life sustaining commodities for citizens
inance/ Administration Section Objectives
3. In the next hour set-up incident project code to begin tracking cost associated with incident
3. The this make hour see-up indicative project done to ocychi tracking dost association with indiative

# Organizational Chart:







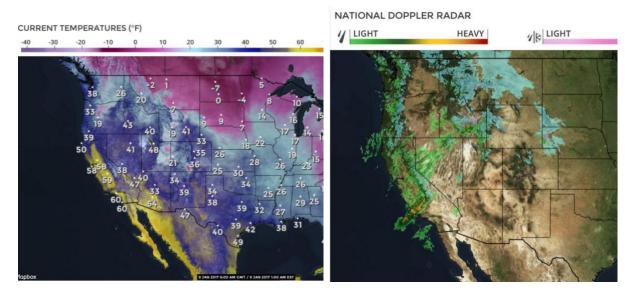
# Weather Impacts on Operations:

None are forecasted.

# Weather Forecast 5-Day

DAY		HIGH/LOW	PRECIP	WIND	HUMIDITY	UV INDEX	SUNRISE	SUNSET
TONIGHT JAN 8	6	/49°	<b>/</b> 10%	SW 14 mph	91%	0 of 10	₫ 7:24 am	≟ 5:03 pm
MON JAN 9		54°/49°	<b>/</b> 20%	SSW 15 mph	82%	1 of 10	₫ 7:24 am	± 5:04 pm
TUE JAN 10	7	54°/49°	<b>/</b> 100%	SSE 24 mph	96%	0 of 10	₫ 7:24 am	並 5:05 pm
WED JAN 11	<b>*</b>	55°/41°	<b>/</b> 20%	SW 13 mph	78%	2 of 10	₫ 7:24 am	並 5:06 pm
THU JAN 12	<b>*</b>	50°/37°	<b>/</b> 20%	N 10 mph	82%	2 of 10	. 7:24 am	± 5:07 pm
FRI JAN 13	**	55°/39°	<b>/</b> 0%	N 7 mph	59%	2 of 10	‡ 7:23 am	<b>↓</b> 5:09 pm

# Weather Maps:



## **Additional Attachments**



None.

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## 4.1.5 EOC Forms

The table below list all available EOC forms.

Note that these forms can be accessed in two ways: through hard copies in the EOC and Alternate EOC; and by clicking on the file names in the electronic version of this plan.

#	Name	Form
1.	FORM_EOC 201_Incident Briefing	FORM_EOC 201_Incident Briefing
2.	FORM_EOC 202_Incident Objectives	FORM_EOC 202_Incident Object
3.	FORM_EOC 205A_Communication List	FORM_EOC 205A_Communicatic
4.	FORM_EOC 207_Organization Chart	FORM_EOC 207_Organization Cl
5.	FORM_EOC 208_Safety Message	FORM_EOC 208_Safety Message
6.	FORM_EOC 209_Incident Status Summary	FORM_EOC 209_Incident Status
7.	FORM_EOC 210_Resource Status Change	FORM_EOC 210_Resource Status
8.	FORM_EOC 211_Check-In	FORM_EOC 211_Check-In.docx
9.	FORM_EOC 213_Resource Request	FORM_EOC 213_Resource Reque
10.	FORM_EOC 214_Activity Log	FORM_EOC 214_Activity Log.doc



#	Name	Form
11.	FORM_EOC 215_Resource Planning Worksheet	FORM_EOC 215_Resource Plann
12.	FORM_EOC 215A_Safety Analysis	FORM_EOC 215A_Safety Analysis
13.	FORM_EOC 226_Individual Performance Rating	FORM_EOC 226_Individual Perfc
14.	FORM_EOC 227_Claims Log	FORM_EOC 227_Claims Log.doc
15.	FORM_EOC 230_Daily Meeting Schedule	FORM_EOC 230_Daily Meeting S
16.	FORM_F&A_Cost Worksheet	FORM_F&A_Cost Worksheet.docx
17.	FORM_F&A_Initial Damage Estimate	FORM_F&A_Initial Damage Estimate.dc
18.	CalEOC IDE	CalEOC IDE.pdf
19.	FORM_LOGS_DSWV Registration 2013	FORM_LOGS_DSWV Registration 2013.dc
20.	FORM_LOGS_Resource Request	FORM_LOGS_Resou rce Request.docx
21.	FORM_LOGS_Resource Tracking	FORM_LOGS_Resou rce Tracking.xlsx
22.	FORM_MGT Media Briefing Schedule	FORM_MGT Media Briefing Schedule.dc



#	Name	Form
23.	FORM_MGT_Disaster Assistance Directory	FORM_MGT_Disast er Assistance Directo
24.	FORM_MGT_Media Call	FORM_MGT_Media Call.docx
25.	FORM_MGT_Press Release	FORM_MGT_Press Release.docx
26.	FORM_MGT_Proclamation Resolutions	FORM_MGT_Procla marion Resolutions.
27.	FORM_MGT_Public Call	FORM_MGT_Public Call.docx
28.	FORM_OPS_Fire Deployed Resources	FORM_OPS_Fire Deployed Resources
29.	FORM_OPS_Windshield Survey	FORM_OPS_Winds hield Survey.docx

# 4.1.6 EOC Reports

The table below list all available EOC Report Templates.

Note that these Report Templates can be accessed in two ways: through hard copies in the EOC and Alternate EOC; and by clicking on the file names in the electronic version of this plan.

#	Name	Report Template
1.	REPORT_OPS_Agricultural Status	REPORT_OPS_Agric ultural Status.docx
2.	REPORT_OPS_Communication Status	REPORT_OPS_Com munication Status.d



#	Name	Report Template
3.	REPORT_OPS_Energy Status	REPORT_OPS_Energ y Status.docx
4.	REPORT_OPS_Firefighting Status	REPORT_OPS_Firefi ghting Status.docx
5.	REPORT_OPS_Hazmat Status	REPORT_OPS_Hazm at Status.docx
6.	REPORT_OPS_Mass Care Status	REPORT_OPS_Mass Care Status.docx
7.	REPORT_OPS_Public Safety Status	REPORT_OPS_Publi c Safety Status.docx
8.	REPORT_OPS_Public Works Status	REPORT_OPS_Publi c Works Status.docx
9.	REPORT_OPS_Search&Rescue	REPORT_OPS_Searc h&Rescue.docx
10.	REPORT_OPS_Transportation Status	REPORT_OPS_Trans portation Status.do
11.	REPORT_OPS_Utility Status	REPORT_OPS_Utility Status.docx
12.	REPORT_P&I_Local Government After Action	REPORT_P&I_Local Government After A
13.	REPORT_P&I_Situation Status	REPORT_P&I_Situati on Status.docx



## 4.1.7 EOC Plans

The table below list all available EOC Plan Templates.

Note that these Plan Templates can be accessed in two ways: through hard copies in the EOC and Alternate EOC; and by clicking on the file names in the electronic version of this plan.

#	Name	Plan Template
1.	PLAN_P&I_Advance	PLAN_P&I_Advance. docx
2.	PLAN_P&I_Demobilization	PLAN_P&I_Demobili zation.docx
3.	PLAN_P&I_EOC Action	PLAN_P&I_EOC Action.docx

### 4.1.8 EOC Guides

The table below list all available EOC Guides.

Note that these Guides can be accessed in two ways: through hard copies in the EOC and Alternate EOC; and by clicking on the file names in the electronic version of this plan.

#	Name	Guides
1.	GUIDE_F&A_PA Damage Categories	GUIDE_F&A_PA Damage Categories.
2.	GUIDE_MGT_77 Most Asked Questions in an Emergency	GUIDE_MGT_77 Most Asked Questio
3.	GUIDE_MGT_Emergency Alert System (EAS)	GUIDE_MGT_Emerg ency Alert System (E/
4.	GUIDE_MGT_EPI-JIC SOP	GUIDE_MGT_EPI-JIC SOP.docx



5.	GUIDE_MGT_Legal Authorities	GUIDE_MGT_Legal Authorities.docx
6.	GUIDE_MGT_Recovery Plan_Project Management	GUIDE_MGT_Recov ery Plan_Project Mar
7.	GUIDE_P&I_EOC Org Chart	GUIDE_P&I_EOC Org Chart.docx
8.	GUIDE_P&I_Planning P	GUIDE_P&I_Plannin g P.docx



### 6 Appendix A – EOC Position Staffing

The City of Coalinga has a City Staff appropriate to the size of the jurisdiction. Therefore, activation of the EOC will see all of the NIMS/SEMS functions present to some degree.

During an activation, the following positions will be filled in the City EOC.

EOC Position	Primary	Alternative
Management Section		
Director	City Manager	Fire Chief
Assistant Director	Fire Chief	Division Fire Chief
Safety Officer	Police Commander	Police Commander
Legal Officer	City Attorney	Deputy City Attorney
Public Information Officer	City Clerk	
Liaison Officer	Deputy Fire Chief	
Operations Section		
Operations Chief (Law)	Police Chief	Police Assistant Chief
Assistant Ops Chief	Division Fire Chief	Assistant Fire Chief
Animal Control	Police Officer	
Ops Branch (Fire)	Deputy Fire Chief	
Public Works	Public Works Supervisor	
Planning and Intelligence		
Planning Section Chief	Division Fire Chief	Fire Captain
Sit Awareness (sit	Assistant City Manager	
stat)/RIMS		
Communications	Public Safety Dispatcher	
Recovery Planning	Assistant City Manager	
Logistics		
Logistics Chief	Senior Admin Analyst	
Personnel	HR Analyst	
Finance		
Finance Chief	Financial Services Director	

## 6 Appendix B – Emergency Recall List



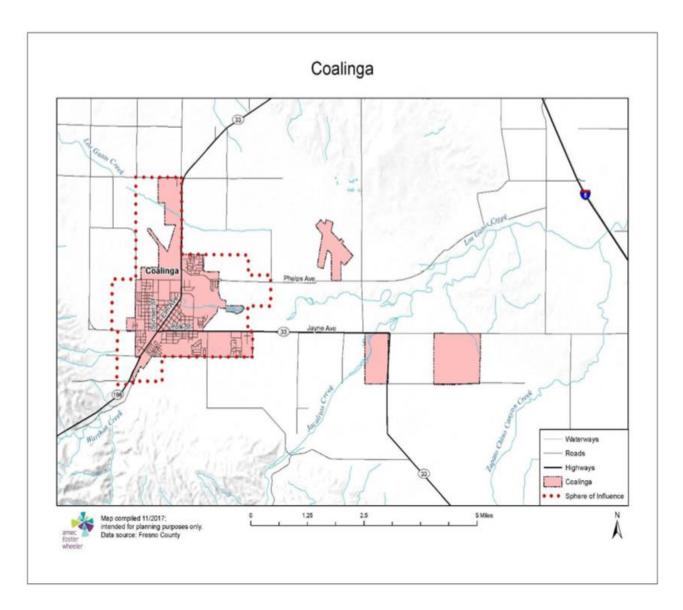
Maintenance and upkeep of this list is the responsibility of the City Clerk. It shall be used ONLY upon the authority of the City Manager, or his/her designee upon an EOC activation

Person or Location Name	Title or Function	Phone Number	Email	Other

## 6 Appendix C - Community Profile



Map and the location within Fresno County of the City of Coalinga and its Sphere of Influence.



#### **Geography and Climate**

The City of Coalinga is located in the southwestern portion of the San Joaquin Valley in an area known as Pleasant Valley. Over the past decade, the City boundaries have not changed, but the City did annex land southeast of State Route 33, outside the current Sphere of Influence. The City and its Sphere of Influence cover 5,161 acres, 4,133 acres of which are within the City limits.



Access to Coalinga is by State Routes 198 and 33. Interstate 5 is located approximately 13 miles to the east. Existing development in the City is characterized by residential neighborhoods with commercial uses concentrated along State Routes 198 and 33 and Polk Street.

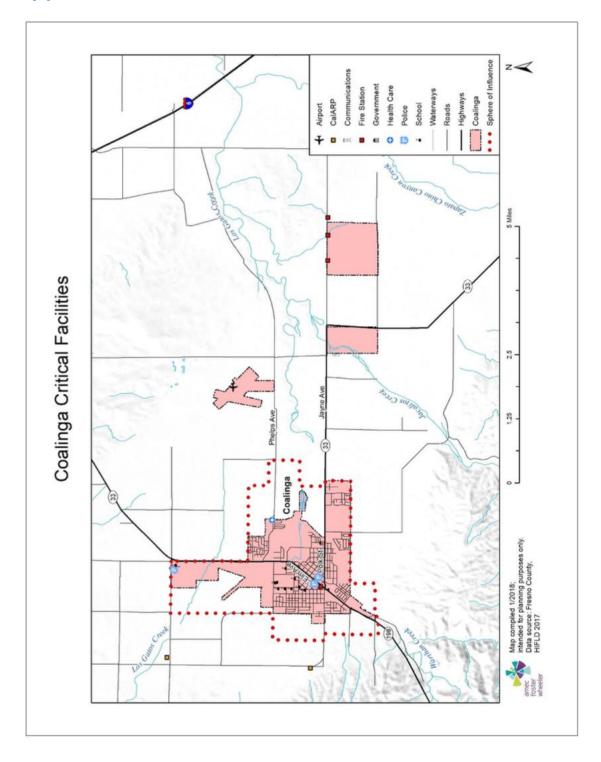
The City of Coalinga lies over or near more than one earthquake fault and lateral or blind thrust fault. It is approximately 29 miles from the Town of Parkfield, which is located on the San Andreas fault and has been the site of an earthquake study since the late 1970s.

The climate is mild and damp in the winter and hot and dry in the summer. High temperatures average 64°F in January and 103°F in July. Low temperatures average 29°F in January and 53°F in July. Annual precipitation is 8.4 inches.

<sup>&</sup>lt;sup>1</sup> Source: Fresno County Multi-Jurisdictional Hazard Mitigation Plan



## 6 Appendix D – Critical Facilities



<sup>&</sup>lt;sup>2</sup> Source: Fresno County Multi-Jurisdictional Hazard Mitigation Plan

2

# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Approve Municipal Solid Waste Franchise Agreement of Refuse Rates Increase

and Adopt Resolution No. 4063 Approving New Refuse Rates effective July 1,

2022

Meeting Date: February 17, 2022

From: Marissa Trejo, City Manager

**Prepared by:** Mercedes Garcia, Senior Administrative Analyst

#### I. RECOMMENDATION:

Approval of Municipal Solid Waste Franchise Agreement of Refuse Rates Increase; Approval of Resolution No. 4063, a Resolution of the City Council of the City of Coalinga Approving New Refuse Rates Effective July 1, 2022 for Short Lived Climate Pollutants: Organic Waste Reductions SB 1383 Implementation

#### II. BACKGROUND:

Mid Valley Disposal has been serving Coalinga for over fifteen years through a franchise agreement that is in place through 2026. The agreement provides for rate increases from an annual Consumer Price Index (CPI) adjustment, and for rate increases from extraordinary circumstances. Implementation of Short Lived Climate Pollutants: Organic Waste Reductions SB 1383 is one of these circumstances.

#### III. DISCUSSION:

Mid Valley is requesting a rate increase for new and enhances services for Short Lived Climate Pollutants: Organic Waste Reductions SB 1383 changes which include the following requirements for City of Coalinga.

#### SB 1383-Required Changes

- · Expand recycling and food waste service to all customers
- · New color-coded containers and labeling
- · Expanded customer education and outreach
- · Monitoring and reporting of customer participation
- · Recycling/organics contamination reduction programs
- · Develop Edible Food recovery education content
- · Significant record-keeping and reporting improvements

The proposed agreement incorporates the full requirements of SB 1383.

#### IV. ALTERNATIVES:

Do not approve Municipal Solid Waste Franchise Agreement.

#### V. FISCAL IMPACT:

Solid waste rate increase of 10% effective July 1, 2022.

#### ATTACHMENTS:

File Name

Description

RESO#4063\_Municipal\_Solid\_Waste\_Franchise\_Agr\_\_\_Increasing\_Refuse\_Rates\_Effectivie\_July\_1\_\_2022\_021722.pdf Resolution No. 4063

Coalinga\_Mid\_Valley\_Successor\_Agreement\_Municipal\_Solid\_Waste\_Franchise\_Agreement-020122.pdf Agreement

#### **RESOLUTION NO. 4063**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA APPROVING A MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT WITH MID VALLEY DISPOSAL, INCLUDING REVISED REFUSE RATES INCREASE EFFECTIVE JULY 1, 2022

**WHEREAS**, the City of Coalinga currently contracts with Mid Valley Disposal (Mid Valley) by way of an exclusive franchise for solid waste collection, transportation, disposal, and recycling services; and

**WHEREAS**, Coalinga Municipal Code Section 6-2.18 empowers the City Council to set garbage collection charges, recycling program charges, green waste collection charges, and other related charges by Resolution of the City Council; and

**WHEREAS**, the City of Coalinga and Mid Valley desire to enter into a Municipal Solid Waste Franchise Agreement

**WHERAS**, Mid Valley has requested the addition of new rates to cover recycling and organics collection, for the City to be in compliance with SB 1383; and

**WHEREAS**, the proposed refuse rates set forth in **Exhibit D** of the Municipal Solid Waste Franchise Agreement are nondiscriminatory and do not exceed the cost of providing refuse service for which the rates and charges are imposed.

WHEREAS, no other substantive amendments are proposed for the Franchise; and

**WHEREAS**, the City Council has reviewed the proposed Municipal Solid Waste Franchise Agreement and the proposed adjusted service rates, and finds that the Franchise Agreement and service rates are proper and consistent with the purposes of Chapter 2, of Title 6, of the Coalinga Municipal Code and State law.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Coalinga as follows:

The Municipal Solid Waste Franchise Agreement is hereby adopted contingent upon full execution by Mid Valley, and the terms shall be effective for billing cycles beginning on or after July 1, 2022.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Coalinga held on the **17th day of February 2022**, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	APPROVED:
	Ron Ramsey, Mayor
ATTEST:	ccc.,,
Shannon Jensen, City Clerk	

# MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT

**BETWEEN** 

**CITY OF COALINGA, CALIFORNIA** 

**AND** 

**MID-VALLEY DISPOSAL, LLC** 

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#### MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT

#### **BETWEEN**

#### CITY OF COALINGA, CALIFORNIA

#### AND

#### MID-VALLEY DISPOSAL, LLC

This Franchise Agreement ("Franchise Agreement") is entered into this first day of February 2022, by and between the City of COALINGA ("City") and Mid-Valley Disposal, LLC, a California Limited Liability Company ("Grantee" or "Contractor"), for the collection, transportation and disposal of Solid Waste and for other services as further specified herein in Exhibit "A."

#### RECITALS

**WHEREAS**, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdiction; and

**WHEREAS**, pursuant to California Public Resources Code Section 40059 (a), the City Council has determined that that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of solid waste from all residential, industrial and commercial premises in the City; and

**WHEREAS**, Grantee has lawfully conducted solid waste handling operations in the City for several years, and has delivered a level of service to its customers commensurate with the highest industry standards. Grantee is well-qualified to continue providing that service; and

**WHEREAS**, the previous agreement and amendments between City and Grantee need to be updated; and

**WHEREAS**, in consideration of a long term agreement, Grantee has agreed to waive and release City from all prior claims related to the previous agreement; and

**WHEREAS**, in order to comply with the mandates of AB 939, subsequent legislation and regulation, the City must have the ability to direct the flow of Solid Waste within the incorporated City for the purposes of reporting, processing, recovery and disposal; and

**WHEREAS**, the City Council declares its intention of ensuring the delivery of adequate Solid Waste Handling services and of maintaining reasonable Fees for the provision of such handling services within the City:

#### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

#### <u>SECTION 1 - COVENANTS, REPRESENTATIONS AND WARRANTIES</u>

#### A. Covenants, Representations and Warranties of Grantee

Grantee hereby makes the following covenants, representations and warranties for the benefit of the City as of the date of this Agreement.

- (1) Grantee is duly organized and validly existing as a limited liability company in good standing under the laws of the State of California.
- (2) Grantee has full legal right, power, and authority to execute, deliver, and perform this Agreement, and has duly authorized the execution and delivery of this Agreement.
- (3) Each Person signing this Agreement on behalf of Grantee has been authorized by Grantee to do so, and this Agreement has been duly executed and delivered by Grantee, and constitutes a legal, valid and binding obligation of Grantee enforceable against Grantee in accordance with its terms.
- (4) To the best of Grantee's knowledge, there is no action, suit, or proceeding before any court or governmental entity against Grantee or affecting Grantee, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of Grantee.
- (5) Grantee has sufficient financial resources to perform all aspects of its obligations hereunder. There has been no material adverse change in Grantee's or, if applicable, in Grantee's parent company's, financial circumstances since the date of the most recent financial statements or information, submitted to the City or reviewed by the City at the offices of Grantee.
- (6) Grantee has the expert, professional, and technical capability to perform all of its obligations under this Agreement and will maintain the capability at all times during this Agreement's term.
- (7) Prior to providing any service authorized by this Agreement, Grantee will have provided to the City Manager the security instrument and certificates of insurance required by the Agreement.
- (8) Prior to providing any service authorized by this Agreement, Grantee will have provided to the City Manager reasonably acceptable proof that the Grantee has obtained all necessary permits, authorizations and licenses which are required for furnishing such service.

#### B. Covenants, Representations and Warranties of the City

The City hereby makes the following covenants, representations and warranties to and for the benefit of Grantee as of the date of this Agreement:

(1) The parties executing this Agreement on behalf of the City are duly authorized to do so. This Agreement constitutes the legal, valid and binding Agreement of the City and is enforceable against the City in accordance with its terms.

- (2) To the best of the City's knowledge without having conducted any research, there is no action, suit, or proceeding against the City before any court or governmental entity wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Agreement.
- (3) The City shall reasonably consistent with its governmental duties, cooperate with Grantee in preserving the confidentiality of Grantee's proprietary information, including trade secret information, and preventing its disclosure to the best of its ability. It will be the obligation of Grantee to designate what information it deems to be a trade secret or otherwise in need of protection at the time such information is provided to City. No copies of such proprietary information shall be retained by City as public records under California law. Such information may include financial information that concerns activities or aspects of the Grantee's business that are unrelated to any work performed for the City, and any other information from which the identity of any account, customer, vendor, buyer, supplier, end user, or other source or transferee of recyclable material may be reasonably ascertained, such as name, address, or other identifying information. Grantee shall defend and indemnify City, elected officials, officers, employees, contractors, consultants, attorneys, agents and volunteers, including for City attorney fees, staff costs, awards and judgments, for any claims brought against City for failure to produce any requested documentation related to Grantee and its business in possession of City in accordance with a Public Record's Act.
- (4) The City shall use best reasonable efforts to update and amend applicable provisions of its Municipal Code to the extent the City determines such changes are necessary to conform to this Agreement and to meet its obligations hereunder.

#### <u>SECTION 2 - DEFINITIONS</u>

Whenever any term used in this Franchise Agreement has been defined by AB939 or in the Municipal Code, the definitions therein, as presently defined and as they may be amended in the future shall apply unless the term is otherwise defined in this Agreement. In the event of conflict between the definition found in AB939, in the City Code and this Agreement, the definition in this Agreement shall govern all other definitions, while the definition in the City Code shall take precedence over the definition contained in AB939. The definitions are set forth on the attached and incorporated Exhibit "C".

# SECTION 3 - GRANT AND ACCEPTANCE OF EXCLUSIVE FRANCHISE RESIDENTIAL AND COMMERCIAL FRANCHISE

#### A. Grant of Franchise

Pursuant to the provisions of the City Code and pursuant to AB939, and subject to the terms and conditions of this Agreement (including all extensions or renewals), City hereby grants to Grantee the sole and exclusive right, privilege, and franchise to provide the Solid Waste Handling services described in Exhibit "A" (Provided Services) to this Agreement to all single family units, multifamily units, and commercial, industrial, and institutional premises within the City, and to use the City streets and roads for such purpose. City shall actively enforce the exclusive rights of Grantee to provide services within the Franchise Area. By this Agreement and subject to its terms, the City grants the broadest form of exclusive solid waste handling franchise permissible under applicable

law including its general municipal police powers and the specific authority given to local agencies by California Public Resources Code Section 40059 to determine aspects of solid waste handling that are of local concern. The foregoing reference to Section 40059 includes the relevant appellate case law interpreting that statute.

#### B. Acceptance of Franchise

Grantee agrees to be bound by and comply with all the requirements of this Franchise Agreement. Grantee waives, terminates and hereby releases any right or claim to serve any part of the City under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity.

#### C. Exceptions to Exclusivity

The foregoing Grant of Franchise excludes the following:

- (1) Self-Haul. Any Solid Waste otherwise within the Scope of this Agreement which is removed and personally transported from any premises by the owner or occupant who generated the solid waste using his or her own equipment thereof for the purpose of lawfully delivering same to a Solid Waste Facility authorized to receive and handle solid waste. The use of a subcontractor by City is not "self-haul" within the meaning of this exception.
- (2) Gardeners and Landscapers. The collection, transportation and disposal by a gardener or landscaper of green waste or yard trimmings which are generated as an incidental part of providing gardening, landscaping or landscape maintenance services, provided that the gardener or landscaper is not a hauling service or solid waste enterprise, does not separately or additionally charge for the incidental service of removing, transporting or disposing of the green waste or yard trimmings, and utilizes only his or her own employees and equipment to collect, transport and dispose of same.
- (3) Sale or Gift of Recyclable Materials. Source separated Recyclable Materials which are either donated or sold by the generator of the materials to a party other than Grantee. A mere discount or reduction in price of the Grantee's charges for the handling of such materials is not a sale or donation within the meaning of this Agreement. For purposes of this Agreement, materials shall be deemed "solid waste" within the meaning of California Public Resources Code Section 40191, and shall be regulated as such, whether or not they may be potentially recyclable, in either of the following instances: (a) when the material is mixed or commingled with other types of solid waste, or (b) where the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the generator by any person or combination of persons in exchange for collection, removal, transportation, storage, processing, handling, consulting, container rental or disposal services ("fee for service" recycling), whether or not arranged by or through a subcontractor, broker, agent, consultant, or affiliate of the provider of such service.

#### **SECTION 4 – TERM AND TERMINATION**

The initial term of this Agreement shall commence at 12:00 a.m. on February 1<sup>st</sup> 2022 and expire at 12:00 a.m. on December 31<sup>st</sup>, 2031. Thereafter, beginning on January 1<sup>st</sup>, 2023, and on each July 1 anniversary date thereafter, the term of this Agreement will be extended automatically for one (1) additional year, so as to have a rolling term of ten (10) years. Should either party desire that said automatic renewal and extension provision be terminated, such party shall give the other written notice of nonrenewal between January 1 and June 30 in any year, but not before the year 2025. Any such notice, properly given, shall serve to terminate the automatic one-year renewal and extension provision only, and this Agreement shall remain in effect for the balance of the term then outstanding. In the event that either party exercises its right to terminate the automatic renewal and extension provision under this paragraph, the parties may subsequently reinstate the automatic renewal and extension provision by mutual written agreement. Termination of this Agreement may also occur pursuant to the section "Failure to Perform and Remedies," hereafter stated in this Agreement.

#### **SECTION 5 - FRANCHISE AREA**

The Franchise Area granted by this Agreement is the legally established geographic limits of the City, as the same now exist or may hereinafter be revised by annexation or otherwise. Grantee shall perform Solid Waste Handling services pursuant to this Agreement only in such Franchise Area.

#### **SECTION 6 - SERVICES PROVIDED BY GRANTEE**

The following minimum operating requirements shall apply to Grantee, except to the extent any operating requirement is specifically eliminated or modified in Exhibit "A":

#### A. Employees

- (1) Each employee or other Person driving Grantee's vehicle shall at all times have a valid California vehicle operator's license appropriate for the vehicle being driven.
- (2) All Grantee employees shall wear clean clothing of a uniform type when engaged in collection operations under this Agreement.
- (3) Each employee dealing with Customers, including without limit those engaged in collection or billing, shall at all times behave in a courteous manner.
- (4) Noncompliance with the employee items above are subject to the terms of Section 10, Failure to Perform and Remedies.

#### B. Hours of Collection

Grantee shall not collect Solid Waste within a residential area or within a commercial area which is contiguous to a residential area between the hours of 10:00 P.M. and 5:00 A.M. the next day.

#### C. Office for Inquiries and Complaints

City shall receive and log customer inquiries and complaints and transmit any service requests or complaints to Grantee electronically or via other mutually agreed upon method. Grantee shall maintain an office at some fixed place and keep regular business hours and shall maintain a locally listed telephone number. Such listing shall be in the Grantee's name or in the fictitious business name under which Grantee provides Solid Waste Handling services to the Area. This Section shall not require the Grantee to maintain an office which is different than or separate from the office for inquiries and complaints maintained by Grantee.

#### D. Records and Reports

Grantee shall prepare, maintain and provide to the City such records and reports as required in this Agreement, as well as records related to services in this agreement required under any other applicable law.

#### E. Requested Service

Grantee shall provide Solid Waste Handling services to all Customers within its approved Franchise Area who request such service, except when denial or discontinuance of service is specifically authorized by this Agreement. Such service shall commence within seven (7) working (waste collection) days of the Customer's request.

#### F. Collection Frequency

For health and safety purposes, minimum collection frequency for all Solid Waste Handling Customers shall be once per week, in accordance with Section 17331 of Title 14, California Code of Regulations. Grantee shall correct any missed collection of a Customer's Solid Waste within two (2) working (waste collection) days of notice thereof, unless the next regular collection of such waste is scheduled to occur within three (3) working (waste collection) days of such notice.

#### G. Containers

In addition to any requirement Grantee is subject to under its Health and Safety Permit, each container shall be replaced in its proper place in a neat and orderly manner; any litter spilled from a container by Grantee's employees while emptying a container shall be cleaned up by Grantee's employees.

#### H. Noise

In addition to any requirement Grantee is subject to under applicable law, Grantee shall not create any noise in excess of what is reasonable and necessary in providing Solid Waste Handling services to its Customers. Further, Grantee shall actively evaluate and strive to implement noise reduction measures on an ongoing basis, consistent with common industry practice and standards applicable in similar circumstances.

#### I. Collection Equipment

Grantee shall provide an adequate number of vehicles and equipment to provide the Solid Waste Handling services required under its Franchise Agreement. No vehicle shall be used for the

collection and transportation of Solid Waste prior to such initial and/or periodic inspection and approval by the Department of Public Health, Division of Environmental Health Services to the extent required under the Grantee's applicable Health and Safety Permit.

All motor vehicles used by Grantee under its Franchise Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. In addition, vehicles must be in compliance with the California Air Resources Board requirements and any other applicable state or federal laws and/or regulations pertaining to the operation of Solid Waste handling equipment.

#### J. <u>Privacy</u>

Grantee shall strictly observe and protect the rights of privacy of its Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless as part of a legitimate inquiry by a governmental unit, or as authorized by a court of law or by statute, or upon written authorization of the Customer. This provision shall not be construed to preclude Grantee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939, or the City, provided that no such analysis shall identify any person or connect any person to any particular waste. In addition, Grantee shall not market, sell, convey, or donate to any Person any list with the name or address of Customers except that Grantee may provide such lists to authorized employees and authorized representatives of the City as necessary to comply with this Franchise Agreement. Grantee shall, at all times and consistent with prevailing industry standards, utilize encryption or other security measures reasonably calculated to protect Customer information from unauthorized disclosure.

#### K. Customer Complaints

Grantee shall respond to customer complaints whether received directly from customers, or by customer through City. Grantee shall designate a government liaison Person responsible for working with the City to resolve Customer complaints. The name of the liaison Person and a 24 hour availability telephone number shall be provided to the City Manager. Customer complaints shall be resolved in accordance with Section 10(B) herein, "Resolution of Customer Complaints."

#### L. Property Damage

- (1) Any physical damage caused by the act or omissions of employees, officers, or agents of the Grantee to private or public property resulting from operations under this Agreement shall be promptly repaired or replaced by Grantee at Grantee's sole expense.
- (2) With respect to driving surfaces, Grantee shall be responsible for damage (excluding normal wear and tear), whether or not paved, resulting from the weight of vehicles providing Solid Waste Handling services on public or private property when it can be demonstrated that such damage is the result of vehicles exceeding speed limits or maximum weight limits set by the State of California or by other negligent operation of vehicles by Grantee's employees.

#### M. Gratuities

Grantee shall not, nor shall it permit any officer, agent, or employee employed by it, to request, solicit or demand, either directly or indirectly, any gratuity for services authorized or required under its Agreement.

#### N. Laws and Licenses

Grantee shall comply with all Federal, State, City, County or local laws, ordinances, rules, and regulations applicable, from time to time and as amended, to the performance of the Solid Waste Handling services provided under this Franchise Agreement and shall obtain and maintain in full force and effect all licenses and permits necessary to perform such services throughout the term of this Franchise Agreement.

#### O. Services During Strikes, Lockouts or Other Labor Disturbances

In the event of labor strikes, lockouts, or other labor disturbances, Grantee and City agree to cooperate fully in developing and implementing contingency plans for the continued collection and handling of Solid Waste in order to safeguard public health and avert imminent and substantial threats to public health and safety. Without limitation, these cooperation efforts may include prioritizing the collection of Solid Waste from certain businesses in order to control the accumulation of Solid Waste that may lead to more immediate threats to public health such as putrescible waste, sewage sludge, and manure or other animal waste.

# SECTION 7 - OWNERSHIP OF SOLID WASTE INCLUDING RECYCLABLE MATERIALS

Except as otherwise provided in state law, ownership of Solid Waste shall transfer to Grantee at such time as the Solid Waste is discarded by the Solid Waste Handling service Customer. City makes no claim of ownership to the discarded solid waste.

#### <u>SECTION 8 - WASTE DELIVERY DESIGNATION</u>

City reserves the right to designate the disposal facility or facilities to which Grantee shall deliver Solid Waste generated within City and collected by Grantee pursuant to this Agreement. This designation, when made, shall be subject to the following:

- (1) Solid Waste that Grantee determines to be suitable for Processing or green composting may be delivered by Grantee to a Materials Recovery Facility or Designated Source Separated Organic Waste Facility selected by Grantee, and only the Residual Solid Waste resulting from Processing will be subject to the waste delivery designation.
- (2) If the City Manager or his/her designee directs Grantee to deliver residual Solid Waste collected pursuant to this Agreement to a Solid Waste Facility that is different from the facility Grantee is then using for the disposal of such waste, or in amounts that are different than the amount that Grantee is currently delivering to that facility, and this direction results in increased operating costs to the Grantee, Grantee shall be entitled to a corresponding Fee adjustment to fully compensate Grantee for the increased costs.

#### SECTION 9 - INDEMNIFICATION AND INSURANCE, AND PERFORMANCE BOND

#### A. Indemnification of City

The Grantee agrees to indemnify, defend (with counsel chosen by City) and hold harmless the City and its authorized elected officials, officers, employees, contractors, consultants, attorneys, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of Grantee's performance of services under this Agreement, except to the extent, if at all, that such liability arises as a result of City's own gross negligence or willful misconduct.

#### Hazardous Waste Indemnification

Without limiting the generality of the foregoing, if Grantee is alleged to have, or determined to have, or not disputed allegations that it has negligently or willfully acted or failed to act with respect to the collection, handling or transportation of Hazardous Waste, Grantee shall indemnify, defend with counsel chosen by City, protect and hold harmless the City and its respective elected officials, officers, employees, contractors, consultants, attorneys, agents, volunteers, assigns, and any successor or successors harmless from and against all claims, actual damages (including, but not limited to, special and consequential damages), natural resources damage, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, but not limited to, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, City or its respective officers, employees, agents, or Grantees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste as to which Grantee has negligently or willfully acted or failed to act with respect to its collection, handling or transportation at any place where Grantee stores, handles, transports or disposes of Solid Waste pursuant to this Franchise Agreement. The foregoing indemnity does not extend to liability arising from de minimis amounts of household hazardous waste that Customers may place in solid waste receptacles, and excludes liability arising from City's decision to exercise its waste delivery designation rights under Section 8 of this Agreement. The foregoing indemnity is intended to operate and shall operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, indemnify, and hold the City harmless from liability. This Section 9B shall survive the termination, lapse or any change in the relationship of the Parties hereto.

#### B. Insurance Requirements

Insurance Requirements

#### (1) Commercial General Liability

i. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and

property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either (1) the general aggregate limit shall apply separately to this project/location or (2) the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

- ii. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided the City.
- iii. Coverage shall state that Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. Coverage shall contain a waiver of subrogation in favor of the City.

#### (2) Business Automobile Liability

i. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.

#### (3) Workers' Compensation and Employers' Liability

i. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

#### (4) All Coverages

- i. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- ii. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- iii. Evidence of Insurance Prior to commencement of work, the Contractor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- iv. Acceptability of Insurers Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.
- v. Subcontractors and Consultants A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis,

considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Contractor.

#### C. Performance Bonds or Other Security

Grantee shall furnish to the City without additional charge a corporate surety bond, a letter of credit or other security device acceptable to the City in City's sole discretion, as security for performance under this Franchise Agreement (collectively "Security"). The amount of the Security shall be the lesser of one month's expected Gross Receipts Less Disposal Charge, or Fifty Thousand Dollars (\$50,000.00). Adequate proof of the existence of the Security shall be provided to the City (e.g., a certificate from the surety showing that the bond premiums have been paid in full shall accompany the bond and each renewal thereof). The surety on the bond, the bank on which the letter of credit is drawn and the surety for any other Security device shall be a company acceptable to the City and shall be authorized to do business in the State of California.

#### D. Modification

The requirements of this Section 9 may be modified or waived in writing by the City upon the request of Grantee, provided the City reasonably determines such modification or waiver is in the best interest of City and of the public welfare, considering all relevant factors, including acceptable financial guarantees provided by Grantee or by a parent company of Grantee.

#### **SECTION 10 - FAILURE TO PERFORM AND REMEDIES**

The rights of the Grantee and City upon the failure of either to perform as required under this Agreement shall be as provided below:

#### A. Administration, Enforcement and Remedies

(1) If the City Manager determines at any time that the Grantee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or applicable federal, state, or local law or regulation, including but not limited to the laws governing collection, transfer, storage and/or disposal of Solid Waste, the City Manager will notify Grantee in writing of such deficiencies ("Notice of Deficiency").

The Notice of Deficiency may provide a reasonable time within which correction of all noted deficiencies is to be made. Unless a shorter or longer period of time is specified in the notice of deficiency sent by the City Manager, a reasonable time for correction shall be thirty (30) consecutive calendar days from the receipt by the Grantee of such written notice. If the Grantee cannot reasonably correct or remedy a noted deficiency within the time specified in the Notice of Deficiency, but the Grantee immediately commences to correct or remedy such deficiency within the time set forth in the Notice of Deficiency and diligently pursues such correction or remedy thereafter Grantee shall not be deemed to have failed to correct or remedy the Notice of Deficiency. The Parties agree that while

uncured defaults of material provisions of the Agreement which present an imminent and substantial threat to public health and safety should result in termination of the Agreement, minor defaults should be the subject of liquidated damages as set forth herein. For purposes of this section, assessment of liquid damages in total of more than \$10,000.00 in any twelve (12) month period shall be deemed a material breach.

- (2) The City Manager shall review the Grantee's response to the Notice of Deficiency. If the City Manager determines that the Grantee has not cured the deficiency, or if there is no cure period provided in the Notice of Deficiency given the nature of the deficiency, the City Manager shall either:
  - i. Refer the matter directly to the City Council for decision pursuant to subsection (4) of this Section 10–A; or
  - ii. Decide the matter and notify the Grantee of that decision, in writing.
    - The decision of the City Manager may be to terminate the Franchise Agreement or may be to impose some lesser sanction;
    - The decision of the City Manager shall be final and binding on Grantee unless the Grantee files a "Notice of Appeal" with the City Manager within thirty (30) days of receipt of the City Manager's decision. The Notice of Appeal shall be in writing, shall contain a detailed and precise statement of the basis for the appeal.
    - Within fourteen (14) working days of receipt of a Notice of Appeal, the City Manager shall refer the appeal to the City Council for proceedings in accordance with subsection (4) of this Section 10–A.
- (3) Should the City Manager refer the Notice of Deficiency to the City Council in the first instance, or if the matter reaches the City Council pursuant to a Notice of Appeal, the City shall set the matter for hearing.
  - i. If the City Council sets the matter for public hearing:
    - The City shall give Grantee, and any interested person requesting the same, ten (10) days written notice of the time and place of the hearing. At the hearing, the City shall consider the report of the Manager indicating the deficiencies, and shall give the Grantee, or its representatives and any other interested person, a reasonable opportunity to be heard.
    - Based on the evidence presented at the public hearing, the City Council shall decide the appropriate action to be taken. If, based upon the record, the City determines that as noted in the Notice of Deficiency the Grantee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or constitute a material violation of applicable federal, state, or local law or regulation, including but not limited to the laws governing collection, transfer, storage and/or disposal of Solid Waste, then the City may terminate this Franchise Agreement forthwith if it determines that an imminent and substantial threat to public health and safety has been created as a result of Grantees' deficiency, or in the case of any other uncorrected breach, it may impose such lesser sanction or sanctions not involving

termination as it deems reasonably appropriate. The decision of the City Council shall be final and conclusive.

- (4) Grantee's performance under this Franchise Agreement is not excused during the period of time prior to the City Manager's or the City Council's final determination, as the case may be, regarding the validity of, and appropriate response to, the deficiencies noted in the Notice of Deficiency.
- (5) In the event Grantee: (i) has received a Notice of Deficiency and fails to perform Solid Waste Handling services; or (ii) has had its Franchise Agreement terminated; the City, reserves the right, in addition to all other rights available to the City, to take any one or combination of the following actions:
  - i. To rent or lease from Grantee, at its respective fair and reasonable rental value, all or any part of the Grantee's equipment (including collection containers utilized by Customers and office equipment and billing programs), utilized by Grantee in providing the Solid Waste Handling services required under this Franchise Agreement. The City may rent or lease such equipment for a period not to exceed six (6) months, for the purpose of performing the Solid Waste Handling services, or any part thereof, which Grantee is (or was), obligated to provide pursuant to its Franchise Agreement. The City may use said rented equipment to directly perform such Solid Waste Handling service or to assign it to some other Grantee or Person to act on the City's behalf. Grantee shall be held responsible for the costs to insure the City or its assignee from all liability resulting from the operation of Grantee's equipment. In the case of equipment not owned by Grantee, Grantee shall assign to the City, to the extent Grantee is permitted to do so under the instruments pursuant to which Grantee possesses and uses such equipment, the right to possess and use the equipment.
  - ii. As used in this subsection, "reasonable rental value" means the rate for such equipment as listed in the State Division of Transportation publication, "Labor Surcharge and Equipment Rental Rates," in effect at the time the City leases the equipment. If a particular piece of equipment is not listed in said publication or if said publication is not current, the reasonable rental value may be established by the Manager by any equitable alternative method.
  - iii. If the City exercises its rights under this subsection, the City shall pay or owe Grantee the reasonable rental value of the equipment so taken for the period of the City's possession thereof. The City may offset any amounts due to Grantee pursuant to this provision against any amounts due the City from Grantee.
  - iv. All revenues owed by Customers which are attributable to services performed by or at the direction of the City during City's assumption of Grantee's Solid Waste Handling duties shall be billed by and paid to the City. To the extent Grantee receives such revenue after City's assumption of Grantee's Solid Waste Handling duties, Grantee shall pay such revenue to City promptly after receipt thereof (or promptly after City has performed the services related to such revenue, if the revenue was received by the Grantee prior to the City's assumption of duties) and Grantee shall be deemed to have assigned to City all of Grantee's right and interest to any such revenues.

(6) The City rights set forth in this Section 10–A are in addition to, and not in limitation of, any other powers or rights available to the City upon failure of Grantee to perform its obligations under this Franchise Agreement. Further, by entering into this Franchise Agreement Grantee acknowledges, admits and agrees, for use as evidence in any proceeding of any nature, and from time to time, that its material violation of any terms of this Franchise Agreement shall cause the City to suffer irreparable injury and damages sufficient to support injunctive relief to enforce the provisions of the Franchise Agreement, and to enjoin the breach thereof. Grantee hereby agrees that the City may deem the foregoing a stipulation, for any purpose or proceeding.

#### B. Resolution of Customer Complaints

Procedures for resolution of complaints and other disputes shall be as follows:

- (1) Grantee agrees to use its best efforts to resolve all complaints received by close of business of the second working (waste collection) day following the date on which such complaint is received. (See Office of Inquiries and Complaints section herein). Service complaints may be investigated by City Manager, as necessary to resolve. Grantee shall provide reasonable cooperation in the event of such investigation. Grantee shall maintain records listing the date of Customer complaint, the name, address and telephone number of Customer, the nature of the complaint or request, and the date when and nature of the action taken by the Grantee to resolve the complaint. All such records shall be maintained for at least three (3) years after Grantee's receipt of the complaint or inquiry and shall be available for inspection by City during all business hours. Service complaints shall be responsibility of Grantee whether received by City and forwarded to Grantee, or received directly by Grantee.
- (2) If the Grantee fails to cure a complaint, the City Manager shall review the complaint and determine if further action is warranted. The Manager may request written statements from the Grantee and Customer, or oral presentations or both written and oral presentations.
- (3) The City Manager shall determine if the Customer's complaint is justified, and if so, what remedy, if any, shall be applied. The remedy provided to the Customer under this Section shall be limited to a refund of Customer charges related to the period of violation of any of the terms of Division 6 of Title 4 of the Code or of the breach of any term of this Franchise Agreement. In addition to any other remedy of City contained in this Agreement, City may impose upon Grantee liquidated damages of up to one hundred dollars (\$100.00) payable to the City for any single event or series of related events, or actual damages as demonstrated during the resolution procedure.
- (4) The City Manager may delegate the duties under this Section to a designee. The decision of the City Manager or a designee shall be final on any matter of five hundred dollars (\$500.00) or less. In the event of a decision on a matter awarding more than five hundred dollars (\$500.00), Grantee may seek review pursuant to the Notice of Appeal procedure contained in Section 10–A of this Agreement.

#### **SECTION 11 - FRANCHISE TRANSFER**

The rights of the Grantee in regard to the transferability of its Franchise shall be as set forth below:

- (1) Neither this Franchise Agreement nor any right or privilege granted in this Agreement shall voluntarily or involuntarily be transferred, sold, hypothecated, sublet, assigned or leased, in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest, or property therein (all collectively referred to herein as "transfer"), pass to or vest in any Person, except the Grantee, either by act of the Grantee or by operation of law, without the prior written consent of the City. Any attempt by Grantee, or by operation of law, to transfer this Franchise Agreement without the prior written consent of the City shall be void and deemed a material breach of this Agreement.
- (2) This Franchise Agreement shall terminate on any Change in Ownership of Grantee, unless such Change in Ownership has been consented to, in writing, by the City prior to the effective date of such Change in Ownership.
- (3) The City shall review a request by Grantee that the City approve a transfer of all or part of Grantee's interest in this Franchise Agreement, or that the City consent to a Change in Ownership of Grantee, using such criteria as it deems necessary including, but not limited to, those listed below. The City shall not unreasonably withhold its consent to the transfer of this Franchise Agreement or to any Change in Ownership of Grantee.

If the Grantee requests that the City consider and consent to a transfer or a Change in Ownership of Grantee, the Grantee or the proposed transferee, as applicable, shall at a minimum meet each of the following requirements:

- i. The Grantee shall pay the City a maximum of \$50,000.00 for incurred attorney's fees and related administrative and investigation costs necessary to determine the suitability of any proposed transferee or proposed new owners, and to review and finalize any documentation required by City, in its sole and absolute discretion to determine what form of documentation will be used in terms of effecting a proper transfer, as a condition for approving any such transfer or Change in Ownership.
- ii. The Grantee shall furnish the City with independently audited financial statements of the proposed transferee's operations for the immediately preceding three (3) operating years.
- iii. The Grantee shall furnish the City with proof satisfactory to City, in its sole and absolute discretion:
  - that the proposed transferee or the proposed management of the Grantee under the proposed new owner has at least three (3) years of solid waste management experience of a scale equal to or exceeding the scale of operations conducted by Grantee under this Agreement;
  - that in the last five (5) years, the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) has not received any citations, Notice of Violations or other censure from any federal, state or local agency having jurisdiction over its waste management operations due to any failure to comply with state, federal or local waste management laws, where such failure either: (i) evidences a pattern of disregard for such state, federal or local waste management laws; or (ii)

involves actions which endangered the lives or property of any Person. Grantee shall supply the City with a complete list of such citations, Notices of Violations and censures, if any;

- that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) has at all times conducted its operations in an environmentally safe and conscientious fashion;
- that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) conducts its solid waste management operations in accordance with sound waste management standards and practices and in full compliance with all federal, state and local laws regulating the collection and disposal of waste;
- of the adequate financial strength of proposed transferee or of the Grantee under the proposed new ownership; and
- of the ability of the proposed transferee or of the Grantee under the proposed new ownership to obtain and maintain required insurance and bonds.

#### **SECTION 12 - REPORTS**

Grantee shall provide the City Manager with such reports and information and make its records available for review as provided below:

#### A. General

- (1) Grantee shall keep, and, maintain, and furnish copies of such operating records and reports as may be requested by City to ascertain compliance with this Agreement, and support requests for a Fee adjustment. City and Grantee agree that Grantee's financial data and operational records shall remain confidential with respect to third parties, and shall be protected from disclosure to the extent they contain proprietary information, including trade secrets, whether or not designated as such by Grantee.
- (2) All information required to be kept, maintained or furnished to the City shall be maintained a minimum of five (5) years after the entry of the most recent item therein;

#### B. Reporting Requirements

During the term of this Franchise Agreement, Grantee shall submit to the City quarterly, and more often if required by law, information reasonably required by City to meet its reporting obligations imposed by AB 939 and AB 901, as amended, and the regulations implementing each, in a manner acceptable to City. Grantee agrees to submit such reports and information as reasonably

requested by the City. Grantee agrees to render all reasonable cooperation and assistance to the City in meeting the requirements of the City's source reduction and recycling element and non-disposal facility element.

#### C. Annual and Quarterly Reports

- (1) Grantee shall assist City in preparation of all Annual and Quarterly reporting required by CalRecycle, or successor agency, in accordance with this Agreement.
- (2) Quarterly reports shall be submitted forty-five (45) days following the end of each calendar quarter. The quarterly reports shall include:
  - i. Amount (in tons) and type of material collected.
  - ii. Amount and types of material deposited in the Solid Waste Facility.
  - iii. Amount and types of material recycled, processed or diverted.
  - iv. Customer complaint log for complaints received during the quarter.
  - v. Summary assessment of services, and identification of impediments to meeting service requirements.
  - vi. An annual presentation will be made to the COALINGA City Council upon an agreed date that is acceptable to both parties.

#### **SECTION 13 - COMPENSATION**

#### A. Compensation and Billing

Each party shall provide/maintain accurate and complete accounting and billing. Either party may request and be entitled to review the other party's accounting and billing related to this Agreement.

(1) Billing and Payment. All requests for service, or for changes in service, shall be processed by City and promptly reported to Grantee. City shall provide billing services to all residential, commercial and industrial customers who receive service pursuant to this Agreement, except that Drop Box services will be billed and collected by Grantee. City and Grantee shall meet periodically to review any billing/service discrepancies. Parties shall agree to resolve any disputes on the next months billing.

On a monthly basis, City shall remit to Grantee the full amount of services provided based on the Grantee Fees set forth on Exhibit "D." The monthly compensation payment to Grantee shall be paid by City within thirty (30) days of the end of the applicable billing cycle. Said Fees paid to Grantee are exclusive of fees collected by City for billing and customer services provided by the City, contract management, enterprise fund

management, and Franchise Fees. The parties acknowledge City's right to add and retain such fees.

Each party's accounting and billing shall be accurate and complete. Either party may request and be entitled to review the other party's accounting and billing related to this Agreement.

(2) Grantee's Fees. Grantee shall provide solid waste handling services pursuant to this Agreement at the Fees set forth in the attached Exhibit "D," the contents of which are incorporated by this reference. The Exhibit "D" Fees will apply at the inception of this Agreement, and are subject to adjustment as set forth elsewhere herein.

The parties acknowledge their understanding that the Exhibit "D" Fees are not necessarily reflective of the total charges that City will actually bill to customers. The City expressly reserves the right to charge customers whatever Rates it deems reasonable or appropriate, and the actual charges to a customer will include additional amounts, over and above the amount that will be paid to Grantee, to cover such administrative, finance, collection or other fees as the City determines proper. If no Fee has been established for a particular service billed by City, Grantee and City shall mutually agree on an appropriate charge for that service or service level. If no Rate has been established for a service billed directly by Grantee, then Grantee shall determine with Customer the appropriate charge, subject to City approval. Grantee shall promptly notify City of any new Rates to be billed by Grantee.

The Exhibit "D" Fees are inclusive of all Solid Waste handling services to be provided, including collection, transportation, processing, composting, disposal, and cart and bin costs, and costs associated with moving bins from standard enclosures such distance as is reasonably necessary to empty them (but not including costs associated with moving bins beyond such distance in unusual circumstances or due to special requests by customers). No other charges shall be imposed by Grantee for such services unless approved by City.

#### B. Adjustment to Fees

The following annual and special rate adjustments shall be made to the Fees provided for in this Franchise Agreement.

(1) Annual Cost of Living Adjustment (COLA)

Beginning July 1, following the Effective Date of this Franchise Agreement, and each July 1 thereafter, the Fee shall be annually adjusted upwards by adding a cost-of-living adjustment (COLA) to the then current Fee. The COLA shall be based on the change in the annual Consumer Price Index (CPI).

An example of the CPI adjustment for July 1, 2021 is shown below:

Annual CPI-U 2019: 295.004 Annual CPI-U 2020: 300.084 Change: 5.080

% Increase: 1.72% (5.080 ÷ 295.004)

#### (2) Extraordinary Adjustment

The parties acknowledge that there may be infrequent extraordinary events which, although they do not prevent either party from performing, and thus do not implicate the Force Majeure provisions hereof, nevertheless increase the cost of providing service such that Grantee's compensation and the Fee adjustment mechanism provided in this Agreement result in Grantee's suffering losses which are substantially outside the commercially reasonable expectations of the parties. The obligation of the parties in such event is to act reasonably toward each other in arriving at an appropriate adjustment in Fees. Accordingly, at its option, Grantee may apply to the City at any time, but not more frequently than once annually, for an extraordinary Fee adjustment should an event or circumstance arise (including a change in landfill tipping fee) that is not the result of a Change in Law or Change in Service Level which negatively impacts the economic operation of Grantee and which is in excess of the Fee adjustment resulting from the application of the annual adjustment formula set for in subparagraph (a) above. An interim adjustment in Fees will be deemed justified if it is necessary for the Grantee to make a substantial change in its operations, or substantial capital expenditure or investment in order to perform its obligations under this Agreement due to the occurrence of an event or circumstance other than a Change in Law or Change in Service Level which is beyond the reasonable control of Grantee. In the event of such an application for an extraordinary Fee increase, it is understood that the Grantee shall have the burden of demonstrating to the reasonable satisfaction of City the basis for the extraordinary increased cost.

#### (3) Franchise Fee Adjustment

The Franchise Fee adjustment shall be the pass through of one hundred percent (100%) of any increase or decrease in the Franchise Fee, and shall be effective as of the date the Franchise Fee increase or decrease is payable by the Grantee.

#### (4) Change in Scope Level Adjustment

The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the level of the Solid Waste Handling services which may be required of, or agreed to by, Grantee. City shall provide Grantee ninety (90) days notice of any requested changes in scope of this agreement. A Change in Scope Adjustment shall be effective on and after the actual date of the requirement to or agreement to change operations which results from the change in service, but, absent the consent of the Manager, not sooner than the effective date of the change in service. In no event shall any Change in Scope Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.

ii. In the event that the City Manager and the Grantee claiming to be affected by the change in scope cannot agree on either the existence, or the effect on demonstrable costs, of a change in service level, the dispute resolution provisions of Section 13–C (1) shall apply.

#### (5) Change in Law Adjustments

- i. The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the manner or nature of conducting Solid Waste Handling services necessitated by a Change in Law. A Change in Law Adjustment shall be effective on and after the actual date of the change in operations which resulted from the Change in Law, but, absent the consent of the Manager, not sooner than the effective date of the Change in Law. In no event shall any Change in Law Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.
- ii. In the event that the City Manager and the Grantee claiming to be affected by the Change in Law cannot agree on either the existence, or the effect on demonstrable costs, of a Change in Law, the dispute resolution provisions of Section 13–C (1) shall apply.

#### C. <u>Dispute Resolution Regarding Adjustment to Fees</u>

- (1) Any dispute regarding any Change in Service Level Adjustment or Change in Law Adjustment provided for in 13 above, which cannot be resolved between the Grantee and City within thirty (30) days of the receipt by City of such documents as City may reasonably request, shall be submitted to a mutually agreed upon expert in the subject matter area of the dispute to resolve the dispute as to either or both: (i) the existence of a Change in Service Level or a Change in Law; and/or (ii) the effect on the Grantee's demonstrable costs of a Change in Service Level or a Change in Law. The decision of the expert shall be binding on the Grantee and the City. The cost of the expert shall be borne equally by the Grantee and the City and the Parties shall pay the expert(s) each party's respective share on demand by the expert(s). If the Grantee and City cannot mutually agree upon an expert, either may petition the Superior Court of the County of Fresno to have an expert chosen by the court. The City and Grantee shall each have the right to suggest one expert to the court; the court shall choose one of the suggested experts.
- (2) Any dispute regarding the current Fee schedule or Fee adjustments (except those disputes related to a Change in Service Level Adjustment or Change in Law Adjustment) shall be decided by the City Manager within ten (10) working days after receipt of a written statement from the Grantee of the nature and basis of the dispute with a request that it be resolved by the City Manager. Grantee shall have the right to appeal the Manager's decision in writing to the City Council within thirty (30) days after the City Manager has given the Grantee written notice of the decision. Such appeal shall conform to the appeal provisions set forth in Section 10–A of this Agreement in respect to the form of the Notice of Appeal, the time limits for processing the appeal, and the amount of fees, if any, connected therewith. The City may consider the appeal or refer said appeal to a hearing officer as provided in Section 10–A of this Agreement.

(3) The most recent Fees approved by the City Manager in effect at the time a dispute is submitted to either the expert or City Manager, as the case may be, shall remain in effect pending resolution of such dispute. The effective date of any dispute resolution, whether retroactive or prospective, shall be determined by the expert, the City Manager, the City or a hearing officer, as appropriate.

#### D. Discontinuance of Service

Grantee may discontinue service for non-payment of Customer's billing (when directed by City for accounts billed by City, or in the event of non-payment by a Customer billed by Grantee), or Customer's failure to substantially comply with the requirements of the applicable provisions of state or local law which govern use, storage and collection of Solid Waste in accordance with this Agreement.

#### **SECTION 14 - FORCE MAJEURE**

Grantee shall not be in default under this Agreement in the event that the services provided by the Grantee are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of Grantee and which Grantee could not reasonably be expected to have prevented or controlled. Catastrophic events do not include the financial inability of the Grantee to perform or failure of the Grantee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Grantee.

#### **SECTION 15 - OTHER PROVISIONS**

#### A. Independent Contractor

Grantee is an independent contractor and not an officer, agent, servant, or employee of City. Grantee is solely responsible for the acts and omissions of its officers, agents, and employees, if any. Nothing in this Franchise Agreement shall be construed as creating a partnership or joint venture between City and Grantee. Neither Grantee nor its officers, agents, or employees shall obtain any rights to retirement or other benefits which accrue to City employees.

#### B. Right to Pass

Grantee shall have the right to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Solid Waste Handling services pursuant to its Franchise Agreement, so long as it is not in receipt of a written notice revoking permission to pass. Grantee shall have no rights greater than those then held by City.

#### C. Compliance with Municipal Code

Grantee shall comply with provisions of the Municipal Code that are applicable to operations hereunder, and with any and all amendments, from time to time, to such provisions during the Term of this Agreement.

#### D. Notices

Any notice, information, request or reply ("Notice") required or permitted to be given under the provisions of this Agreement shall be in writing and shall be given or served personally, by mail, or by email. If given or served by mail, such Notice shall be deemed sufficiently given if: (1) (i) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) sent by overnight service provided proof of service is available; and (2) addressed to (i) the Grantee at its most recent address of record with City or (ii) to the Manager at the then-current address of City, as the case may be. If given by email, such Notice shall be deemed sufficiently given if the receiving party confirms receipt. The addresses of the parties at the time of signing this Agreement are:

To City: Attn: City Manager

City of Coalinga 155 W Durian Ave Coalinga, CA 93210

To Grantee: Attn: Joseph Kalpakoff

Mid-Valley Disposal, LLC 15300 West Jensen Avenue

Kerman, CA 93630

Either party may from time to time designate by Notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, three (3) business days from the date such notice is deposited in the United States mail, or if by facsimile transmission, upon receipt of confirmation of delivery which confirmation may be transmitted by the same means. Service by facsimile transmission shall not be effective unless the original of the document being served is deposited in the United States mail, postage prepaid, within twenty-four (24) hours after the facsimile transmission has been confirmed. Emails shall be deemed effective upon confirmation of receipt.

#### E. Exhibits Incorporated

Exhibits "A" through "D" are attached to and incorporated in this Agreement by this reference as if fully set forth.

#### F. Laws and Licenses

City and Grantee shall, at their own separate costs, comply with all Federal, State, and City laws, ordinances, rules, and regulations applicable to the performance of the services hereunder and Grantee shall obtain and maintain in full force and effect throughout the term of this Agreement all licenses and permits necessary to perform the services hereunder.

#### G. Governing Law

This Agreement shall be governed by the laws of the State of California, with venue in the Superior Court of the County of Fresno or the Federal District Court with jurisdiction over City.

#### H. Waiver

No waiver by either party of any one or more defaults or breaches by the other party in the performance of this Agreement shall operate or be construed as a waiver of any already established or future defaults or breaches, whether of a like or different character or degree.

#### I. Counterpart Signatures

This Agreement may be executed in counterpart pages (counterparts), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become fully executed when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same signature pages of this Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

#### **SECTION 16 - SEVERABILITY**

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

#### **SECTION 17 - ENTIRE AGREEMENT; AMENDMENT**

This Agreement and its incorporated Exhibits constitute the entire agreement between the parties concerning the subject matter hereof and supersede any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties hereto with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except by written agreement signed by both parties hereto. Notwithstanding the forgoing, the parties acknowledge the provisions of "Chapter 6.20, Garbage and Rubbish Disposal" of the City Code as currently enacted are included herein and, further, that if and when such City Code provisions are amended, that the amended provisions shall apply to this Agreement, without any action being required of either party. The City Manager shall provide Notice to Grantee upon changes to the City Code that require a change in this Agreement.

#### **SECTION 18 - CONSTRUCTION OF FRANCHISE**

The parties hereto have negotiated this franchise at arm's length and with advice of their respective attorneys, and no provision contained herein shall be construed against either party solely because it prepared the actual physical Agreement executed by the parties.

WITNESS the execution of this Agreeme	nt on the day and year written above.
CITY OF COALINGA	MID-VALLEY DISPOSAL
City Manager	
City Attorney Approved to Form	Joseph Kalpakoff
City Clerk Attest	President

#### **EXHIBIT "A" - PROVIDED SERVICES**

This Exhibit sets forth the level of services to be provided by Grantee pursuant to its Franchise, and the manner of providing such services which are in addition to the manner of providing services specified in this Agreement.

Grantee shall provide the Solid Waste Handling services in conformity with all provisions of this Agreement, including:

#### A. Single Family Residential

(1) Weekly 3 Cart Service - Unless otherwise required under applicable law or regulation, once per week Grantee shall collect the Solid Waste (except bulky items and Hazardous Waste), which has been separated, placed, kept, or accumulated in containers at residential units within the Franchise Area and placed at curbside prior to Grantee's normal weekly collection time. All Solid Waste must be placed within containers at curbside without obstructions so as to permit collection, unless otherwise agreed upon by City and Grantee. Grantee shall supply containers, and shall require the use of specific containers as specified in this Exhibit "A." Grantee may provide special pickup procedures, above and beyond the services described above, with customers consistent with the Fees paid Grantee in Exhibit "D." Grantee shall notify City immediately of any Changes in Service Level, and similarly, City shall notify Grantee of any Changes in Service Level.

#### B. Commercial, Industrial, and Multi-Residential

- (1) Multi-Residential Weekly Service Unless otherwise required under applicable law or regulation, at least once per week Grantee shall collect the Solid Waste (including bulky items which have been placed in a closed bin, and excepting metallic white goods and Hazardous Waste) which have been placed, kept or accumulated for collection in Solid Waste Bins at Multi-Residential Units.
- (2) Commercial and Industrial Weekly Service Unless otherwise required under applicable law or regulation, at least once per week Grantee shall collect the Solid Waste which have been placed, kept or accumulated for collection in Solid Waste Bins at commercial units.

#### C. Source Separated Materials – Contamination

Grantee shall conduct contamination monitoring as defined in Exhibit B of this Agreement.

#### D. Construction and Demolition Waste Temporary Drop Box Services

Grantee shall provide construction and demolition debris removal, including temporary Drop Box services using Fees reflected in Exhibit "D" unless debris is generated by a declared emergency disaster such as floods, fires, earthquake or other such occurrence as deemed meeting the criteria of disaster debris. The City may provide for Rates and services solely for the timely and efficient removal of "disaster debris" with the Grantee or other qualified public or private entity.

#### E. Special Collection Programs

The following minimum special collection programs shall apply to this Franchise Agreement:

- (1) City Facilities: Grantee shall provide front load commercial service to the City at no cost for the all City-owned facilities.
- (2) Contractor shall participate in 2 (two) annual community clean-up days.
- (3) Illegal Dumping: At Cities direction, Contractor agrees to provide targeted cleanup of illegal dumping up to thirty (30) tons annually.
- (4) Christmas Trees: Grantee shall collect and dispose of Christmas trees left at curbside by Customers during the three regular pickups following each Christmas day.
- (5) Provide bulky "on-call" services for residents as provided in "EXHIBIT D".
- (6) Senior and Handicapped Service: When a Customer produces evidence that he or she is at least 65 years of age or a medical practitioner's statement showing that he/she is physically unable to place his/her solid waste bins at the curb for collection, together with his/her affidavit certifying that no able-bodied person under 65 years of age on the premises is available for such purposes, Grantee will provide walk-in service to such premises.

#### F. Emergency Disaster Debris Removal Services

- (1) In the event of a declared emergency disaster such as a fire, flood, earthquake, or other such occurrence as deemed meeting the criteria of a disaster in which debris is created, the Grantee will be given the first right of refusal in its franchise area to offer temporary bin/roll off services using Fees reflected in Exhibit "D", to transport debris to a staging area or disposal facility designated by the Manager.
- (2) During any period of time that Grantee is unable to service its franchise area during such declared emergency, either for loss of transportation, lack of assistance or an overabundance of debris material or other similar circumstances, the City reserves the right to contract with third-party entities for temporary bin/roll off services, including transportation of debris to a Solid Waste Facility. Grantee shall notify City when it regains its ability to recommence service in its franchise area and City will, within a reasonable time period, terminate any contract with third-party entities for the same services.
- (3) The City reserves the right to direct roll off bin service to areas that have been designated as critical due to the emergency conditions.

#### **EXHIBIT "B" - SB 1383 COMPLIANCE PROGRAMS**

To support the City in complying with regulations under SB1383, Contractor shall implement the programs identified in this Exhibit B. These programs are designed to meet the implementation and education requirements of SB1383 and help the City achieve annual diversion requirements set by CalRecycle. The City's actual annual diversion rate depends on participation of businesses and residents, their respective adherence to program requirements and local code, the City's enforcement of applicable codes, and the City's implementation of other programs outside the scope of this Agreement. Accordingly, City shall amend or update the City code to incorporate requirements necessary for the implementation of these programs.

#### 1. Collection Requirements and Container Labeling

Contractor shall provide a 3-container collection program for Solid Waste, Recyclables, and Mixed Organics. Collection containers shall be Grey (MSW), Blue (Recyclables), and Green (Organic Waste). Hardware such as hinges and wheels may be different colors.

New containers or lids placed by Contractor shall include language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that container. Labels shall clearly indicate items that are prohibited container contaminants for each container.

#### 2. Education and Outreach

To promote public education about recycling requirements, Contractor shall create public education materials and conduct education programs and activities described in this Section.

<u>Annual Notice:</u> Contractor shall prepare and distribute to each Generator in the City a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Contractor to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor's website.

<u>Instructional Service Guide:</u> Contractor shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays

<u>Property Owners and Businesses:</u> Contractor shall annually provide Property Owners and Commercial Business owners with public education materials in electronic format for their distribution to all employees, contractors, tenants, and Customers of the properties and businesses. The Contractor's public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirement of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial

Business or Multi-Family Property Owner may request delivery of materials by contacting the Contractor's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

<u>Technical Assistance Program:</u> Contractor shall provide ongoing technical assistance for Commercial and Multi-family generators that are required to participate in source separated recycling under applicable laws including AB 341, AB 1826, and SB 1383 and corresponding regulations. Technical assistance may include on-site training, instructional guides, printed or electronic materials and other resources that satisfy regulation requirements.

<u>Contamination Monitoring:</u> Contractor shall perform contamination inspections by utilizing on-board monitoring systems or physical container inspections. For physical container inspections, Contractor's personnel shall lift the Container lid and observe the contents. For Collection vehicles equipped with a video camera and monitoring system, Contractor's personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures set forth below.

#### 3. Waste Evaluations

<u>Sampling Method:</u> Contractor shall, at its sole expense, conduct waste evaluations that meet the requirements of 14 CCR Section 18984.5(c). The Contractor shall conduct waste evaluations for contaminants using the Standard-Compliance Approach or other methods approved by Cal Recycle at least twice per year and the studies shall occur in two distinct seasons of the year. Contractor shall provide adequate notice to City of when waste evaluations will occur, and City reserves the right to observe waste evaluations.

Contamination Notifications: If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Contractor shall notify City within fifteen (15) working days. Contractor may perform targeted waste audits to determine the source of contaminants and provide technical assistance to those generators, or notify all generators of their obligation to properly source separate materials. The Contractor may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, e-mail, or electronic message to the applicable Generators.

Contractor will coordinate with City to develop procedures regarding alleged violations of these recycling programs.

#### 4. Procurement

At City's option, Franchisee will make available up to 1,500 tons of compost or mulch for City to purchase at market rate to help meet its state-mandated annual procurement required target. Franchisee also agrees to provide City with any available procurement credits from renewable fuel purchases used by vehicles within City.

#### 5. Waivers

The City shall be responsible for granting waivers to commercial or multi-family generators that meet the de minimis requirements subject to the requirements under SB1383, pursuant to 14 CCR Section 1898411, or other requirements that may be specified by City. This includes physical space waivers where services may be impacted.

Contractor shall provide City with required generator information on services and activity that is needed as part of the waiver application. Contractor may also assist generators with waiver applications or submit on their behalf.

#### 6. Edible Food Recovery

Contractor shall provide City with necessary data and reporting to determine which customers are considered tier 1 and tier 2 commercial edible food generators.

At least annually, the Contractor shall provide Commercial Edible Food Generators with the following information:

- Information about the City's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

#### 7. Reporting

Contractor will provide the data or prepare reports required to meet SB1383 requirements which includes:

- The number of generators that receive organic waste collection service
- The number of route reviews conducted for prohibited container contaminants
- The number of times notices, violations, or targeted education materials were issued to generators for prohibited container contaminants.
- The results of waste evaluations performed to meet the container contamination minimization requirements and the number of resulting targeted route reviews
- The number of commercial edible food generators located within the jurisdiction

### **EXHIBIT "C" - DEFINITIONS**

For the purposes of this Franchise Agreement, the following terms, when used with initial capitalization, shall have the meanings set forth in this Section:

- A. AB 939. "AB 939" means the California Integrated Waste Management Act of 1989, being Division 30 of the California Public Resources Code, commencing with Section 40000 thereof, as it may be amended from time to time.
- B. AB 1826. "AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time
- C. BULKY WASTE. "Bulky Waste" means discarded furniture (including but not limited to chairs, sofas, mattresses, and rugs); appliances (including but not limited to refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); discarded stereos, televisions, computers, VCR's, and other similar items (commonly known as "Electronic-Waste"); wood waste, tree trunks and large branches if more than six inches in diameter or four feet in length, scrap wood, rocks, sod and earth. Bulky Waste does not include construction and demolition waste, or large items such as car bodies, Jacuzzi tubs or spas, or other items that cannot be handled by two persons. In addition, Bulky Waste does not include waste tires.
- D. CHANGE IN LAW. "Change in Law" means the imposition (or removal), after the establishment of a Fee relative to a Franchise Agreement, of any duty or burden imposed upon the Grantee in the performance of the Solid Waste Handling services required of it under the Franchise Agreement which is or becomes additional to (or is subtracted from) or different from those duties required or contemplated in its Franchise Agreement, or which must be performed in a different manner from that in which it is initially contemplated to be performed, and which results from any of the following:
  - (1) the enactment, issuance, adoption, repeal, amendment or modification of any federal, state or local law, statute, ordinance or regulation.
  - (2) a regulatory agency or other administrative agency interpreting a regulation, a judicial decision of a federal court interpreting federal law or statute, or a judicial decision of a court having jurisdiction within California interpreting a federal, state or local law, statute, ordinance or regulation, in a manner different from the interpretation which had previously been generally relied upon in California within the solid waste collection and hauling industry.
- E. CHANGE IN LAW ADJUSTMENT. "Change in Law Adjustment" means the adjustment to Fee as determined under the provisions of Section 13–B (6) of this Agreement.
- F. CHANGE IN OWNERSHIP. "Change in Ownership" occurs when either a transaction or event, results in fifty percent (50%) or more of the beneficial ownership of the Grantee being different than such ownership as of the date of the approval by the City

of the Franchise Agreement or, if applicable, as of the date of the most recent consent of the City to a Change of Ownership. The owners of the beneficial ownership of Grantee on the date of the approval of the Franchise Agreement or, if applicable, on the date of the most recent consent of the City to a Change of Ownership, shall be referred to in this subsection as an "Initial Owner". A Change in Ownership will be determined by application of the following:

- (1) Any beneficial interest owned by an individual related by blood or marriage to an Initial Owner shall be considered as owned by an Initial Owner in determining if a Change in Ownership has occurred.
- (2) Any public offering of stock where the stock is offered for sale to the general public and does not constitute a private placement shall be disregarded in determining if a Change in Ownership has occurred.
- (3) Sales, transfers, issuances or pledges of non-voting shares of stock will not be considered in determining if a Change in Ownership has occurred, until and unless and only to the extent that such stock is converted into voting shares of stock.
- (4) The pledge of, or any other action taken relative to, voting shares of stock which results in any voting rights of such stock being exercised by other than an Initial Owner shall be considered to be a transfer of such stock for the purposes of determining if a Change in Ownership has occurred.
- G. CHANGE IN SCOPE ADJUSTMENT. "Change in Scope Adjustment" means the adjustment to Fee as determined under the provisions of Section 13–B (5) of this Agreement.
- H. COMMERCIAL EDIBLE FOOD GENERATORS. "Commercial Edible Food Generator" means a Businesses identified as Tier One and Tier Two edible food generators as defined in 14 CCR Section 18982.
- I. CONSUMER PRICE INDEX. "Consumer Price Index" or "CPI" means the Consumer Price Index, All Items, Not Seasonally Adjusted, San Francisco-Oakland-Hayward, California, as published by the U. S. Department of Labor, Bureau of Labor Statistics, Series Id. CUURS49BSA0, Base Date 1982-84=100, or the most similar successor index if this index is no longer published.
- J. CITY. "City" means the City of COALINGA, State of California.
- K. CITY SOLID WASTE DISPOSAL SYSTEM. "City Solid Waste Disposal System" means at any particular time, the then-existing Solid Waste Facilities which the City owns, leases or has a contractual right to use.
- L. CUSTOMER. "Customer" means any Person receiving Solid Waste Handling services pursuant to this Agreement.
- M. DESIGNATED SOURCE SEPERATED ORGANIC WASTE FACILITY: "Designated Source Separated Organic Waste Facility" means a facility identified by Contractor that meets the definition of 14 CCR Section 18982(a)(33).

- N. DROP BOX. "Drop Box" means a steel, open-top container holding at least eight (8) cubic yards that rolls off and on a transport truck.
- O. EFFECTIVE DATE. "Effective Date" means February 1st, 2022.
- P. ELECTRONIC WASTE. "Electronic Waste" for purposes of this Agreement means electronic waste materials generated by residential or commercial Customers that render the items hazardous depending upon their condition and density, such as, but not limited to, televisions, computer monitors containing Cathode Ray Tubes (CRTs), cell phones, scanners, fax machines and other items as determined by applicable laws and regulations.
- Q. EXCLUDED WASTE. "Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Approved/Designated Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- R. FEE. "Fee" means the inclusive Fee schedule attached to this Agreement as Exhibit "D," which provides the Fees to be paid to Grantee by City in consideration of the Solid Waste Handling services provided by Grantee hereunder. The Fees in Exhibit D include a Franchise Fee equal to 20.0%. Rates charged Customers by City may be higher than Fees paid Grantee in order to cover appropriate City costs.
- S. FOOD SCRAPS. "Food Scraps" means all discarded food such as fruits, vegetables, beans, pasta, and other materials accepted at the designated organics processing facility.
- T. FRANCHISE AGREEMENT. "Franchise Agreement" means the Agreement entered into between the City and the Grantee which authorizes/requires the Grantee to provide Solid Waste Handling services in a specified Franchise Area.
- U. FRANCHISE FEE. "Franchise Fee" means a defined portion of revenue from rates retained by City as compensation to City for the exclusive right assigned to Grantee to provide Solid Waste Handling services within the Franchise area.
- V. GRANTEE. "Grantee" means Mid-Valley Disposal, LLC, a California Limited Liability Company.
- W. GREEN WASTE. "Green Waste" means discarded Solid Waste consisting of grass clippings, leaves, branches, tree trunks and other vegetative matter not more than six (6) inches in diameter or four (4) feet in length.

#### X. GROSS RECEIPTS.

- (1) "Gross Receipts" means all monies received by Grantee for providing the Solid Waste Handling services specified in its Franchise Agreement.
- (2) "Gross Receipts Less Disposal Charges" means Gross Receipts less that part of the monies received by the Grantee that are collected from Customers for payment of the fee imposed for disposing of the Solid Waste at a Solid Waste Facility.
- Y. HAZARDOUS WASTE. "Hazardous Waste" means any waste material or mixture of waste which is toxic, corrosive, flammable, an irritant, a strong sensitizer, or which generates pressure through decomposition, heat or other means, if such waste or mixture of waste may cause substantial personal injury, serious illness or harm to humans, domestic animals or wildlife during or as a proximate result of any disposal of such waste or mixture of wastes as defined in Article 2, Chapter 6.5, Section 25117 of the California Health and Safety Code and Title 22 of California Code of Regulations, Section 66261.3. The terms "toxic," "corrosive," "flammable," "irritant," and "strong sensitizer" shall be given the same meaning as in the California Hazardous Substances Act (Chapter 12, commencing with Section 28740.1, Division 21 of the California Health and Safety Code).
- Z. MANAGER. "Manager" means the City Manager of the City of COALINGA, or designee of City Manager.
- AA.MATERIALS RECOVERY FACILITY. "Materials recovery facility" or "MRF" is a facility designed to remove recyclables and other valuable materials from the waste stream collected through a residential, commercial or industrial Solid Waste Handling program that is approved to operate by the appropriate state and local agencies.
- BB.MULTI-JURISDICTION LOAD REPORT. "Multi-Jurisdiction Load Report" means a report which sets out the amount, and place of collection, of Solid Waste delivered to the City Solid Waste Disposal System.
- CC. ORGANIC MATERIAL. "Organic Material" means Green Waste and Food Waste which are specifically accepted at an organics processing facility. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Solid Waste and Recyclable Material.
- DD. PERSON. "Person" includes, without limitation, individuals, associations, clubs, societies, firms, partnerships, joint ventures, sole proprietorships, corporations, limited liability companies, schools, colleges and all governmental agencies and entities.
- EE. PROCESSING. "Processing" means the reduction, separation, recovery, conversion or recycling of Solid Waste.
- FF. PROHIBITED CONTAINER CONTAMINANTS. "Prohibited Container Contaminants" means (i) items placed in the Blue Container that are not identified as acceptable Recyclable Materials; (ii) items placed in the Green Container that are not identified as acceptable organic waste; (iii) items placed in the Gray Container that are

- acceptable to be placed in City's Green Container and/or Blue Container; and (iv) Excluded Waste placed in any Container.
- GG. RATES. "Rate" or "Rates" means rates charged by City of COALINGA or by Grantee, as applicable, to Customers for Solid Waste Handling Services provided.
- HH. RECYCLABLE MATERIALS. "Recyclable Materials" means discarded Solid Waste which may be sorted, cleansed, treated, processed, and/or reconstituted, and which is segregated for the purpose of reuse or recycling, including, but not limited to, separated paper, glass, cardboard, plastic, ferrous materials or aluminum.
- II. RESIDUAL SOLID WASTE. "Residual Solid Waste" means the solid waste destined for disposal, transformation, further transfer/processing as defined in section 17402(a)(30) or (31) of the California Code of Regulations Title 14, Article 6, which remains after processing has taken place.
- JJ. SB 1383. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- KK. SECURITY. "Security" means a corporate surety bond, a letter of credit or other security device acceptable to City, as provided in Section 9–F.
- LL. SOLID WASTE. Except as provided in sub-subsections (1), (2), (3) and (4), "Solid Waste" means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances (subject to salvage and other special handling requirements under applicable law and regulation), dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, including Recyclable Materials and Green Waste.
  - (1) "Solid Waste" does not include Hazardous Waste and does not include low-level radioactive waste regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code.
  - (2) "Solid Waste" does not include medical waste (except treated medical waste) which is regulated pursuant to the Medical Waste Management Act (Chapter 6.1 (commencing with Section 25015) of Division 20 of the California Health and Safety Code).
  - (3) Solid Waste does not include petroleum or a petroleum product or fraction thereof at reasonably detectable levels, asbestos and, with respect to a particular Solid Waste Facility, any waste or material which a regulatory agency, the Facility's solid waste facility permit or City policy, does not allow to be accepted for transfer, Processing, composting, transformation or disposal at that Facility.

- (4) Solid Waste does not include items which would be Recyclable Materials but for the fact that they are personally separated from other Solid Waste by the generator thereof and are donated or sold to third parties. For purposes of this section, no donation or sale shall be deemed to have occurred in any instance where a generator directly or indirectly pays the third party any sum (including without limit as a consulting fee, container rental or other fees or tangible consideration) either: (i) in lieu of being directly charged for collecting, transporting, processing or recycling such item; or (ii) to offset the payment to the generator for the purported sale of such item to the third party. Nor shall the receipt of a discount of, or reduction in, the disposal service rate on unsegregated Solid Waste containing such an item be deemed to be the donation or sale of such an item to a third party.
- MM. SOLID WASTE FACILITY. "Solid Waste Facility" means any facility that is designed to manage any type of Solid Waste and includes transfer, Processing, composting, transformation and disposal facilities.
- NN. SOLID WASTE FACILITY FEE. "Solid Waste Facility Fee" means the fee charged for use of a Solid Waste Facility.
- OO. SOLID WASTE HANDLING. "Solid Waste Handling" means one or more of the following: the collection of Solid Waste from a commercial, residential, construction or industrial source; the transportation of such Solid Waste to a Solid Waste Facility; and the transfer, Processing, composting, transformation or disposal of such Solid Waste at the Solid Waste Facility.
- PP. SPECIAL WASTES. "Special Wastes" means all the items and materials which are designated as such in a Franchise Agreement.
- QQ. TRANSFORMATION. "Transformation" as used in this Agreement shall have the same meaning as set forth in Public Resources Code Section 40201, as it may be amended from time to time.

## **EXHIBIT "D" - FEES**

## **City of Coalinga Refuse Rates**

City of Coan	nga retuse reaces	10% SB 1383
	Service Type	July 1st 2022
		-
Residential 3 Cart		\$33.33
Second Trash Cart		\$52.97
Commercial		\$42.03
	1-2-2-**	\$200.97
	1-2-3-	\$281.20
	1-2-4-	\$343.86
	1-2-5-	\$438.61
	1-2-6-	\$558.57
	1-2-7-	\$460.88
	1-3-2-	\$301.06
	1-3-3-	\$421.81
	1-3-4-	\$538.70
	1-3-5-	\$658.67
	1-3-6-	\$779.41
Prison Bins		
	1-3-2-	\$346.23
	1-3-3-	\$485.21
	1-3-4-	\$619.71
	1-3-5-	\$757.24
	1-3-6-	\$892.50
Commercial Recyclin	ng	
	1-96-1	\$13.08
	1-96-2	\$30.10
	1-2-1-	\$45.82
	1-2-2-	\$85.07
	1-2-3-	\$124.36
	1-2-4-	\$163.63
	1-2-5-	\$202.90
	1-2-6-	\$261.80
	1-3-1-	\$72.00
	1-3-2-	\$143.98
	1-3-3-	\$215.97
	1-3-4-	\$274.89
	1-3-5-	\$333.80
	1-3-6-	\$379.61
Commercial Organic		
	1-96-1	\$26.18
	1-96-2	\$49.75
	1-96-3	\$72.00
	1-2-1-	\$94.25
	1-2-2-	\$176.72

C • T		T. 1. 1. 2022
Service Type		<b>July 1st 2022</b>
Residential Miscella	neous	
		440.00
	Extra Pick-up/Go Back (Automated Can)	\$10.89
	Contaminated Recycle Cart	\$10.89
	Replacement Cart	\$81.61
Roll Off Units		
	Delivery	\$40.81
	Load Charge (+ Landfill)	\$319.66
	Rent-A-Bin (2 yard)	\$170.04
	Extra Dump	\$61.22
Commercial Miscell	aneous	
	Extra Pick-up (2 yard)	\$54.41
	Go Back Fee	\$34.00
	Contaminated Bin (2 yard) (recycle Blue)	\$61.22
Bulky Clean Up		
	Couch	\$34.00
	Washer/Dryer	\$24.49
	Tire (small passenger)	\$6.81
	TV	\$34.00
	Bagged Trash (per yard)	\$34.00
	Refrigerator	\$34.00

10% SB 1381

<sup>\*</sup> CPI Adjustments: Refuse fees will be increased each year, beginning July 1, 2019 through July 1, 2022, by the Consumer Price Index formula specified in the Mid Valley Disposal agreement, specifically, the annual calculated increase based on "All Urban Consumers for US Cities Average Item: Garbage and Trash," as published by the US Department of Labor, Bureau of Labor Statistics.

<sup>\*\*</sup> ONE (1) bin, TWO (2) cubic yards, TWICE (2

# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Adopt Resolution No. 4064 authorizing the City Manager to submit a grant

application to the San Joaquin Valley Air Pollution Control District for Police

Vehicles under the Public Benefit Grant Program

Meeting Date: February 17, 2022

From: Marissa Trejo, City Manager

**Prepared by:** Jasmin Bains, Financial Services Director

### I. RECOMMENDATION:

City Manager and Financial Services Director recommend the City Council to adopt Resolution No. 4064 authorizing the City Manager to submit a grant application to the San Joaquin Valley Air Pollution Control District for Police Vehicles under the Public Benefit Grant Program.

#### II. BACKGROUND:

The San Joaquin Valley Air Pollution Control District (SJVAPCD) is currently accepting applications from public agencies requesting funding, up to \$20,000 per vehicle, for purchase of new alternative-fuel vehicles. The total grant funds a public agency can request per calendar year is up to \$100,000. This allows the city to apply for the purchase of up to five vehicles for the calendar year.

The purpose of the program is to fund the purchase of new electric, plug-in hybrid, or alternative fuel vehicles for public agencies to promote clean air alternative-fuel technologies and the use of low-or zero-emission vehicles in public fleets.

#### III. DISCUSSION:

The City wishes to purchase 5 police vehicles utilizing the grants funds to be used as commuter cars for officers traveling to and work from outside of the City Limits. Staff researched several vehicles on the SJVAPCD eligible vehicle list and found the Toyota Prius Prime to be the cheapest of the options available.

#### **IV. ALTERNATIVES:**

Don't approve the application for the grant funds.

#### V. FISCAL IMPACT:

The total cost of the 5 vehicles to be purchases will be 142,077.50 with each vehicle at the cost of \$28,415.50. Total reimbursement from the grant is expected to be \$100,000. The estimated fiscal impact to the General Fund will be \$42,077.50 which is unbudgeted.

#### ATTACHMENTS:

## File Name

- □ RESO#4064\_Approving\_Submital\_of\_a\_Grant\_Application\_to\_Valley\_Air\_District\_021722.pdf
- ☐ Freeway\_Toyota\_Quote\_2-9-2022.pdf

## Description

Resolution No. 4064 Freeway Toyota Quote

#### **RESOLUTION NO. 4064**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE SAN JOAQUIN VALLEY AIR POLUTION CONTROL DISTRICT FOR POLICE VEHICLES UNDER THE PUBLIC BENEFIT GRANT PROGRAM

**WHEREAS**, the San Joaquin Valley Air Pollution Control District is current accepting applications from public agencies requesting funding, up to \$20,000 per vehicle, for the purchase of new alternative-fuel vehicles.

**WHEREAS**, the total grant funds a public agency can request per calendar year is up to \$100,000; and

**WHEREAS**, the City of Coalinga Police Department desire to apply for the grant funding under the program to purchase 5 vehicles to be used as commuter cars for officers traveling to and work from outside the city limits; and

**WHEREAS**, the SJVAPCD requires a resolution from the applicant's governing body signed by a duly authorized official with authority to make financial decisions, authoring the submittal of the application, and identifying the individual authorized to implement the new vehicle project and encumber the funding needed from the budget.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Coalinga as follows:

- 1. The City Council hereby approves the submittal of the application for grant funding.
- 2. The City Council herby appoints the City Manager or her designee as authorized to implement the project and execute any documents related to the grant funding.

**PASSED AND ADOPTED** by the City Council of the City of Coalinga at a Regular meeting held on the **17th day of February 2022**, by the following vote:

AYES:		
NOES:		
ABSTAINED:		
ABSENT:		
	APPROVED:	
	Ron Ramsey, Mayor	
ATTEST:		
Shannon Jensen, City Clerk		

## FREEWAY TOYOTA



1835 Glendale Ave Hanford, CA. 93230

City of Coalinga

2/9/2022

155 W Durian

Coalinga, CA. 93210

Attn: J Bains

As per your request for CA State Contract #1-18-23-10C Line Item #18

2021 Toyota Prius (1221)	\$23195.00
Upgrade to 2022 Prius Prime (1235)	\$2805.00
8.975% Sales Tax	\$2333.50
CA Tire Tax	\$7.00
Delivery to Coalinga	\$75.00
Total	\$28,415.50 each

Protect against future mechanical or electrical issues with Toyota Platinum Extra Care \$0 Deductible

5 Years / 100,000 Miles \$1130.00

6 Years / 100,000 Miles \$1450.00

7 Years / 125,000 Miles \$2145.00

Thank you for the opportunity to earn your business.

Patrick G Ireland

Government Fleet Manager

# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

Subject: Adopt Resolution No. 4065 Amending the Police Sergeant Job Description

Meeting Date: Thursday, February 17, 2022

From: Marissa Trejo, City Manager

Prepared by: Marissa Trejo, City Manager

## I. RECOMMENDATION:

Interim Police Chief and City Manager recommend adopting the Resolution to amend the job description.

#### II. BACKGROUND:

#### III. DISCUSSION:

This amendment allows thirty (30) college units to substitute for one year of experience.

#### IV. ALTERNATIVES:

Do not approve (not recommended).

#### V. FISCAL IMPACT:

None.

#### ATTACHMENTS:

File Name

Description

RESO#4065\_Police\_Sergeant\_Job\_Des\_021722.pdf

Police\_Sergeant\_Rev\_2022.doc

Job Description

#### **RESOLUTION NO. 4065**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA POLICE SERGEANT JOB DESCRIPTION

**WHEREAS**, the City Manager and her staff have presented the City Council with a revised Police Sergeant Job Description; and

**WHEREAS**, the Police Sergeant Job Description has been reviewed by the City Council and the City Council has determined that the Job Description is adequate and necessary; and

**WHEREAS**, the City Council has determined to approve the Police Sergeant Job Description.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coalinga as follows:

- 1. The Police Sergeant Job Description is hereby approved.
- 2. The City Manager and her designees are authorized to implement and carry out the provisions of the Police Sergeant Job Description.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Coalinga held on the **17th day of February**, **2022**, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	APPROVED:
	Ron Ramsey, Mayor
ATTEST:	
Shannon Jensen, City Clerk	

## City of Coalinga

155 W. Durian Coalinga, CA 93210

## Police Sergeant

Pay Class: 22 Police (CPOA Sworn) FLSA Non-Exempt

### **DEFINITION**

Under general supervision of the Chief of Police, on an assigned shift is responsible for day-to-day quality assurance in serving and protecting the citizens of Coalinga, including but not limited to patrol, investigations, crime prevention and other law enforcement operations; enforces federal, state and local laws and regulations; and completes related work as required.

### **EXAMPLES OF ESSENTIAL DUTIES**

<u>NOTE</u>: Examples listed in this class specification represents but is not necessarily exhaustive or descriptive of duties assigned to this position. Each individual in this classification may not necessarily perform all the duties listed. Management reserves the right to assign other related tasks if such duties are a logical assignment for this position.

- Supervises all law enforcement activities and operations during an assigned shift as the Watch Commander.
- Takes charge at the scene of emergencies or crimes and directs junior officers.
- Supervises and participates in the protection of crime scenes, gathers evidence, and questions subjects.
- Gives officers direction in preparing written reports and cases for trial.
- Reviews the work and written reports of officers.
- Prepares a variety of reports pertaining to crimes, accidents, shift activity, etc.
- Supervises and inspects the operations of the City jail.
- Responds to calls for service.
- Performs other duties as required.

### **DESIRABLE QUALIFICATIONS**

<u>NOTE</u>: The specifications listed below outline the <u>desirable</u> qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

**Education**:

U.S. high school graduate; passed the GED test; passed the California High School Proficiency Exam; or attained a two (2) year or four (4) year degree from an accredited college or university. An Associate's degree in criminology, police science, or related field is highly desirable.

**Experience**: Five (5) years of current full-time experience in law enforcement work comparable to

that of a Police Officer in the City of Coalinga. Thirty semester units from an accredited college or university in an academic, job-related field may be substituted for one year of qualifying experience. Field Training Officer experience desirable.

**Licenses**: Valid State of California Drivers License, Class C; must be insurable under the City's

insurance policy without the City incurring any additional premiums or costs; and possess an Intermediate Peace Officer Standards and Training (POST) Certificate.

POST Supervisor Certificate is desirable.

Other: Must be at least twenty-one (21) years of age, a U.S. citizen or permanent resident

alien who is eligible for and has applied for citizenship; pass a polygraph; pass a thorough background investigation with no disqualifying criminal history; a physical

examination with drug test; and a psychological evaluation.

<u>NOTE</u>: It is the employee's responsibility to renew all applicable license(s). The City will reimburse the employee for any required training expenses.

#### KNOWLEDGE, SKILLS AND ABILITIES

<u>NOTE</u>: The following are a representative sample of the KAS's necessary to perform essential tasks of the position.

<u>Knowledge of</u>: Modern methods and procedures of patrol, crime prevention, traffic control, basic investigation and identification techniques; criminal law with particular reference to apprehension, arrest, and custody of persons accused of misdemeanors and felonies; rules of evidence pertaining to search and seizure and the preservation and presentation of evidence in court; recent court decisions on arrest procedures and the handling of suspects and prisoners; principles of supervision and training; and an understanding of Community Policing principals.

<u>Skill and Ability to</u>: Provide lead supervision to other law enforcement personnel; analyze situations effectively; interpret and apply laws and regulations; obtain a standard first aid/Cardio Pulmonary Resuscitation (CPR) certificate; demonstrate keen powers of observation and memory; exercise good judgment in personal encounters and relationships with the general public; maintain standards of physical stature, health, endurance, and agility as established by POST and the City of Coalinga; establish and maintain cooperative working relationships with other law enforcement agencies, department employees and the general public; have the ability to complete the 80-hour POST Supervisor's course within first year of employment.

## **ATTITUDE**

We believe in an environment of strong critical thinking and collaborative problem-solving. You will work alongside great team members and interact with our diverse community. We have great training, combined with an opportunity to make a difference in our community.

This is done by initiative, commitment to teamwork and quality performance, and a customer-service orientation; must interact in a positive manner with City employees and the public; willingness to follow a prescribed routine and to work as assigned.

### PHYSICAL AND PSYCHOLOGICAL REQUIREMENTS

<u>NOTE</u>: The physical and psychological demands described herein are representative of those that must be met by an employee to successfully perform the essential duties of this classification. Reasonable accommodations may be made to enable an individual with qualified disabilities to perform the essential functions of this job, on a case-by-case basis.

Tasks require a variety of physical activities periodically involving muscular strain related to walking, standing, stooping, sitting and reaching. Essential functions require talking, hearing and seeing. Mental application utilizes memory for details, emotional stability, discriminating thinking and creative problem solving. Frequent travel required in course of performing portions of job functions. Elements of the job pose various degrees of hazard uncertainty common to law enforcement.

Incumbents in this classification are required to work rotating shifts and assignments, and may be assigned to work overtime with little or no notice. Due to the varied and unpredictable nature of police work, incumbents may also be required to perform the following:

Measure distances using calibrated instruments such as when investigating traffic accidents or processing crime scenes; make precise arm-hand positioning movements and maintain static arm-hand position such as when sighting and shooting a firearm; direct traffic which requires continuous and repetitive arm-hand movements; use sufficient strength to enable incumbent to sprint, jump, or physically overcome resistance when chasing or apprehending suspects; coordinate the movement of more than one limb simultaneously such as when using a hand radio while driving a vehicle or searching a building with firearm drawn, flashlight on and opening and closing doors; bend or stoop repeatedly and continuously over time such as getting in and out of a patrol car or gathering evidence at crime scenes; patrol officers wear a 15 pound utility/gun belt which requires the continuous support from stomach and lower back muscles; a patrol officer typically spends 7-8 hours per day driving a vehicle which requires the continuous support of lower back muscles; climbing ladders and searching rooftops requires lifting arms above shoulder level and working at heights greater than ten feet; searching for suspects or lost persons may require walking over rough, uneven, slippery or rocky surfaces including fields, parks, hillsides and creeks; an officer is required to listen for alarms, screams, breaking glass or other suspicious and unusual noises that may require investigation; move heavy objects such as equipment (50 pounds and more), and lift and carry injured or intoxicated persons short and long distances; work outdoors in a variety of weather conditions with exposure to the elements; tolerate very hot and very cold temperatures; sit for extended periods of time and may or may not be able to change positions such as when sitting in a patrol vehicle, or performing surveillance; foot beat and search activities require walking for extended periods of time, unable to stop, sit or rest at will; crowd and traffic control duties require standing for extended periods of time, unable to sit or rest at will.

Approved by: _			
	Marissa Trejo, City Manager	Date	

# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Adopt Resolution No. 4066 Amending the Police Corporal Job Description

Meeting Date: Thursday, February 17, 2022

From: Marissa Trejo, City Manager

Prepared by: Marissa Trejo, City Manager

#### I. RECOMMENDATION:

Interim Police Chief and City Manager recommend adopting the Resolution to amend the job description.

#### II. BACKGROUND:

#### III. DISCUSSION:

This amendment allows thirty (30) college units to substitute for one year of experience.

#### IV. ALTERNATIVES:

Do not approve (not recommended).

#### V. FISCAL IMPACT:

None.

#### ATTACHMENTS:

File Name

Description

RESO#4066\_Police\_Corporal\_Job\_Des\_021722.pdf

POLICE\_CORPORAL\_JOB\_DESCRIPTION.pdf

Description

#### **RESOLUTION NO. 4066**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA POLICE CORPORAL JOB DESCRIPTION

**WHEREAS**, the City Manager and her staff have presented the City Council with a revised Police Corporal Job Description; and

**WHEREAS**, the Police Corporal Job Description has been reviewed by the City Council and the City Council has determined that the Job Description is adequate and necessary; and

WHEREAS, the City Council has determined to approve the Police Corporal Job Description.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Coalinga as follows:

1. The Police Corporal Job Description is hereby approved.

۸ \ / E O

2. The City Manager and her designees are authorized to implement and carry out the provisions of the Police Corporal Job Description.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Coalinga held on the **17th day of February**, **2022**, by the following vote:

Shannon Jensen. City Clerk		
ATTEST:		
	Ron Ramsey, Mayor	
	APPROVED:	
ABSENT:		
ABSTAIN:		
NOES:		
AYES:		

## City of Coalinga

155 W. Durian Coalinga, CA 93210

## Police Corporal

Pay Class: 20 Police (CPOA Sworn) FLSA Non-Exempt

## **DEFINITION**

Under general supervision of the Chief of Police, performs specialized police work for in depth investigations of criminal offenses; assists in field training supervision of new personnel; serves as crime scene coordinator, performs law enforcement tasks according to the area of assignment, serves as watch commander in lieu of sergeant, mentor and role model to junior officers, and support staff; and completes related work as required.

## **EXAMPLES OF ESSENTIAL DUTIES**

<u>NOTE</u>: Examples listed in this class specification represents but is not necessarily exhaustive or descriptive of duties assigned to this position. Each individual in this classification may not necessarily perform all the duties listed. Management reserves the right to assign other related tasks if such duties are a logical assignment for this position.

- Trains and supervises new personnel for an initial period of field training.
- Conducts special training activities.
- Assumes the duties and responsibilities of shift sergeant/watch commander in their absence.
- Assists and/or directs criminal investigations and identifications.
- Performs a variety of administrative details and community relations activities as assigned.
- Performs the duties of a corporal officer when not engaged in training or a special assignment.
- Assists in the selection of new personnel.
- Coordinates formalized Basic Peace Officer Standards and Training (POST) training programs and assigns officers to them.
- Other related duties as assigned or incumbent upon the position.

#### **DESIRABLE QUALIFICATIONS**

<u>NOTE</u>: The specifications listed below outline the <u>desirable</u> qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

**Education**: Equivalent to completion of the twelfth grade, although an AA degree in criminology, police science, or related field is highly desirable.

Experience: Two years off probation, current full-time police officer experience in law

enforcement work comparable to a police officer with the City of Coalinga. Thirty semester units from an accredited college or university in an academic, job-related field may be substituted for one year of qualifying experience. No disciplinary action.

<u>Licenses</u>: Valid State of California Drivers License, Class C; must be insurable under the City's

insurance policy without the City incurring any additional premiums or costs; and

possess a Basic POST Certificate.

Other: Must be at least twenty-one (21) years of age, a U.S. citizen or permanent resident

alien who is eligible for and has applied for citizenship; pass a polygraph; pass a thorough background investigation with no disqualifying criminal history; a physical

examination with drug test; and a psychological evaluation.

<u>NOTE</u>: It is the employee's responsibility to renew all applicable license(s). The City will reimburse the employee for any required training expenses.

### **KNOWLEDGE, SKILLS AND ABILITIES**

<u>NOTE</u>: The following are a representative sample of the KAS's necessary to perform essential tasks of the position.

Knowledge of: Of modern methods and procedures, including patrol, crime prevention, traffic control, basic investigation and identification techniques; criminal law with particular reference to apprehension, arrest, and custody of persons accused of misdemeanors and felonies; rules of evidence pertaining to search and seizure, and the preservation and presentation of evidence in court; recent court decisions on arrest procedures, and the handling of suspects and prisoners, principals of supervision and training and personnel management (i.e. sexual harassment, progressive discipline, liability issues, etc.); special training and/or experience, bilingual skills, etc., is highly desirable.

<u>Skill and Ability to</u>: To exercise leadership tact, self-restraint, and strategy in dealing with a diverse, challenging population; write clearly and concisely; analyze situations effectively, and interpret and apply laws and regulations; demonstrate professional police performance and competence commensurate with the position; demonstrate and promote the importance of being both a leader and a mentor to all and promote the mission, values and standards of an effective organization.

## <u>ATTITUDE</u>

We believe in an environment of strong critical thinking and collaborative problem-solving. You will work alongside great team members and interact with our diverse community. We have great training, combined with an opportunity to make a difference in our community.

This is done by initiative, commitment to teamwork and quality performance, and a customer-service orientation; must interact in a positive manner with City employees and the public; willingness to follow a prescribed routine and to work as assigned.

## PHYSICAL AND PSYCHOLOGICAL REQUIREMENTS

<u>NOTE</u>: The physical and psychological demands described herein are representative of those that must be met by an employee to successfully perform the essential duties of this classification.

# Reasonable accommodations may be made to enable an individual with qualified disabilities to perform the essential functions of this job, on a case-by-case basis.

Tasks require a variety of physical activities periodically involving muscular strain related to walking, standing, stooping, sitting and reaching. Essential functions require talking, hearing and seeing. Mental application utilizes memory for details, emotional stability, discriminating thinking and creative problem solving. Frequent travel required in course of performing portions of job functions. Elements of the job pose various degrees of hazard uncertainty common to law enforcement.

Incumbents in this classification are required to work rotating shifts and assignments, and may be assigned to work overtime with little or no notice. Due to the varied and unpredictable nature of police work, incumbents may also be required to perform the following:

Measure distances using calibrated instruments such as when investigating traffic accidents or processing crime scenes; make precise arm-hand positioning movements and maintain static arm-hand position such as when sighting and shooting a firearm; direct traffic which requires continuous and repetitive arm-hand movements; use sufficient strength to enable incumbent to sprint, jump, or physically overcome resistance when chasing or apprehending suspects; coordinate the movement of more than one limb simultaneously such as when using a hand radio while driving a vehicle or searching a building with firearm drawn, flashlight on and opening and closing doors; bend or stoop repeatedly and continuously over time such as getting in and out of a patrol car or gathering evidence at crime scenes; patrol officers wear a 15 pound utility/gun belt which requires the continuous support from stomach and lower back muscles; a patrol officer typically spends 7-8 hours per day driving a vehicle which requires the continuous support of lower back muscles; climbing ladders and searching rooftops requires lifting arms above shoulder level and working at heights greater than ten feet; searching for suspects or lost persons may require walking over rough, uneven, slippery or rocky surfaces including fields, parks, hillsides and creeks; an officer is required to listen for alarms, screams, breaking glass or other suspicious and unusual noises that may require investigation; move heavy objects such as equipment (50 pounds and more), and lift and carry injured or intoxicated persons short and long distances; work outdoors in a variety of weather conditions with exposure to the elements; tolerate very hot and very cold temperatures; sit for extended periods of time and may or may not be able to change positions such as when sitting in a patrol vehicle, or performing surveillance; foot beat and search activities require walking for extended periods of time, unable to stop, sit or rest at will; crowd and traffic control duties require standing for extended periods of time, unable to sit or rest at will.

Approved by:			
	Marissa Trejo, City Manager	Date	

# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Approve Contract Renewal with Coalinga State Hospital for Ambulance Services

Meeting Date: Thursday, February 17, 2022

From: Marissa Trejo, City Manager

Prepared by: Greg DuPuis, Fire Chief

#### I. RECOMMENDATION:

The Fire Chief recommends approving and authorizing the City Manager to execute the renewal contract to provide ambulance service to Coalinga State Hospital.

#### II. BACKGROUND:

The Fire Department has provided ambulance service to the Coalinga State Hospital since it opened in 2005. The Coalinga State Hospital is located within the region our ambulances cover under our contract with the Central California Emergency Medical Services Authority. The contract before you is the funding mechanism the State of California uses to procure and pay for the services their facilities use.

#### III. DISCUSSION:

This contract represents a renewal of our current contract which will expire on June 30, 2022. The attached contract is the existing contract and the terms and language of our renewal agreement are unchanged from the existing contract. The terms of this contract shall be from July 1, 2022 through June 30, 2024. DSH will send over the updated STD.213 (contract) for City Manager signature once Approval from both parties.

#### **IV. ALTERNATIVES:**

1. None

#### V. FISCAL IMPACT:

None

# ATTACHMENTS: File Name

444019640080000-A1\_\_Exhibits\_\_City\_of\_Coalinga\_2.1.22.pdf

19-64008\_STD.213\_Fully\_Executed.PDF

Description

City of Coalinga A1 DHS exhibit STD.213 fully executed 2019

# EXHIBIT A SCOPE OF WORK

#### 1. CONTRACTED PARTIES:

A. City of Coalinga, hereafter referred to as Contractor, agrees to provide all materials, supplies, tools, equipment, licenses, permits, insurance, personnel, and any other items necessary to provide Emergency and Non-Emergency Ambulance Services (as defined in Section 6) to the Department of State Hospitals (DSH) – Coalinga © pursuant to the terms and conditions of the Agreement.

#### 2. SERVICE LOCATIONS:

A. The services shall be performed for the Department of State Hospitals at the following location(s):

DSH-Atascadero 10333 El Camino Real, P.O. Box 7001 Atascadero, CA 93423-7001	DSH-Coalinga 24511 West Jayne Avenue P.O. 5000 Coalinga, CA 93210
DSH-Metropolitan 11401 South Bloomfield Avenue Norwalk, CA 90650	DSH-Patton 3102 East Highland Avenue Patton, CA 92369
DSH-Sacramento 1600 9 <sup>th</sup> Street, Room 101 Sacramento, CA 95814	☐ DSH-Napa 2100 Napa-Vallejo Highway Napa, CA 94558-6293

Contractor shall provide services pursuant to this Agreement at the locations indicated above. Contractor agrees to provide services described in this Agreement at any of the other locations above, pursuant to an amended Agreement.

For such amendments, and where a single location was designated as the primary location for services, the Contractor shall bill the additional locations at the same rates as in this Agreement unless otherwise specified. Where multiple locations were designated as primary locations, the Contractor shall bill the additional locations at the average of the rates billed in this Agreement for the primary locations.

Funding shall be encumbered for the additional locations at the time of amendment and in accordance with the same encumbrance methodology as was used in the original Agreement. If the DSH and the Contractor agree to have the Contractor provide services to other DSH locations, the contractor shall invoice the additional location(s) as outlined in Exhibit B of the amended Agreement. These invoices shall be addressed as indicated by the DSH at the time of the Agreement to service additional locations.

#### 3. SERVICE HOURS:

A. The services shall be provided Monday through Sunday (seven-day week), twenty-four (24) hours per day, on an as-needed basis.

#### 4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement will be:

Contract Manager:

Department of State Hospitals: Coalinga		Contractor: City of Coa	Contractor: City of Coalinga	
Section/Unit:		Section/Unit:	Section/Unit:	
Central Medical Services				
Attention:		Attention:		
Jonathan Hamrick, AMD		Shannon Jensen	Shannon Jensen	
Address: P.O. Box 5000		Address: 155 West Du	Address: 155 West Durian	
Coalinga, CA 93210		Coalinga, C	Coalinga, CA 93210	
Phone:	Fax:	Phone:	Fax:	
(559) 935-4270	(559) 935-7118	(559)935-1533 x113 (559)935-5912		
Email:		Email:	Email:	
Jonathan.hamrick@dsh.ca.gov		sjensen@coalinga.c	sjensen@coalinga.com	

Administrative Contacts (all administrative inquiries should be directed to):

Administrative Contacts	Administrative Contacts fall administrative inquines should be directed to).				
Department of State Hospitals: Coalinga		Contractor: City of Co	Contractor: City of Coalinga		
Section/Unit:		Section/Unit:	Section/Unit:		
Procurement					
Attention: Attention:					
Elizabeth Moreno		Greg DuPuis, Fire Ch	Greg DuPuis, Fire Chief		
Address: P.O. Box 5000		Address: 300 W. Elm	Address: 300 W. Elm		
Coalinga, CA 93210		Coalinga, C	Coalinga, CA 93210		
Phone:	Fax:	Phone:	Fax:		
(559) 935-4033	(559) 935-7319	(559)935-1652 ext.	(559) 935-1638		
	, ,	301			
Email:		Email:	Email:		
Elizabeth.Moreno@dsh.ca.gov		gdupuis@coalinga.com			

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

#### 5. SUMMARY OF WORK TO BE PERFORMED:

A. Contractor shall provide DSH with Emergency and Non-Emergency Ambulance Services.

#### 6. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall evaluate DSH patients, make necessary recommendations, institute treatment when appropriate, and prepare progress notes or consultation reports on the day services are provided. In more urgent cases, Contractor shall immediately notify the Chief Physician and Surgeon or designee of the applicable state hospital.
- B. Procedures or services recommended by Contractor beyond those initially requested require review and approval by the Chief Physician and Surgeon or designee prior to completion of such procedures or services.

- C. Contractor shall provide Basic Life Support (BLS), Limited Advanced Life Support (LALS), and/or Advanced Life Support (ALS). All services shall be provided in accordance with the Health and Safety Code, division 2.5 (commencing with section 1797). BLS services shall include the provision of basic life support and first aid. LALS include pre-hospital emergency medical care limited to techniques and procedures that exceed BLS, but are less than ALS, and that are approved by the local Emergency Medical Services Authority (LEMSA), pursuant to Health and Safety Code, section 1797.178 and California Code of Regulations, title 22, chapter 3, article 2, section 100106. ALS services shall be pre-hospital emergency medical care, and may include, but not be limited to, the following services, supplies, and equipment:
  - i. Cardiopulmonary resuscitation,
  - ii. Cardiac monitoring,
  - iii. Cardiac defibrillation,
  - iv. Advanced airway management,
  - v. Intravenous therapy supplies,
  - vi. Administration of approved pre-hospital care drugs and other medicinal preparations,
  - vii. Advanced airway management equipment,
  - viii. Oxygen/ventilation management equipment,
  - ix. Advanced shock management equipment,
  - x. Cardiac monitoring equipment with synchronized cardio-version and defibrillation capabilities,
  - xi. Long/short backboards, traction-type splints and splinting equipment
  - xii. Intravenous (IV) supplies,
  - xiii. ALS medications,
  - xiv. Restraint equipment,
  - xv. Bandage/hemorrhage control equipment,
  - xvi. Pneumatic anti-shock trousers,
  - xvii. LALS or ALS medications appropriate for the type of services needed.
- D. Contractor shall maintain, throughout the term of the contract, a valid ambulance service permit, a nontransferable California Highway Patrol emergency ambulance license required for non-public entity contracts, and a business license issued by the city or county where the business is being conducted. Contractor shall be in compliance with the State of California and California Highway Patrol standards for operation of vehicles and maintenance of emergency care equipment and supplies.

- E. Contractor shall, throughout the term of the contract, be licensed in accordance with all local, State and Federal regulations governing ambulance services and shall provide properly trained pre-hospital emergency care personnel licensed and/or certified in accordance with the Health and Safety Code, Emergency Medical Services, division 2.5 (commencing with section 1797).
- F. Contractor shall respond to all calls within the timeframes specified by the LEMSA standards. Contractor shall respond by the most direct route except when weather and/or traffic conditions dictate otherwise.
- G. Contractor shall inform DSH immediately if Contractor is unable to respond in accordance with the LEMSA timeframes to the DSH request for ambulance service. DSH reserves the right to arrange for alternative ambulance services in the event that Contractor is unable to respond within the LEMSA timeframes or is unable to provide service in accordance with the agreed upon terms of this contract.
- H. During a hospital emergency and at the request of the DSH Chief Physician and Surgeon or designee, Contractor agrees to provide one or more ALS vehicles on a standby basis.

#### I. Quality Assurance

- i. Contractor shall maintain an active, systematic process, based on objective and measurable criteria, by which to monitor and evaluate the quality and appropriateness of patient health care services. Such monitoring shall also be to provide assurances that those services were medically necessary, delivered in a cost effective manner, and delivered with the assurance of quality.
- ii. Contractor shall maintain a mechanism for reporting the results for these activities to the DSH. Contractor shall, as requested, provide the DSH with patient data needed for the purposes of updating, enhancing, or modifying the DSH Medical Standards of Care health care policy. Patient data shall include patient complications, patient mortality, patient stability at time of discharge/transfer, post-discharge complication rate, post discharge mortality rate, and re-admission rate. Additional data must be provided to the DSH, upon request.
- J. Contractor agrees that DSH physicians, social workers, and designated registered nurses shall be allowed to visit DSH patients at the Contractor's medical facility and may review the patient's medical record any time to help determine, for purposes of planning, the level of services being provided, current diagnoses and treatments, and level of care that is currently required or likely to be required in the future. Any medical records regarding DSH patients, which are maintained in the Contractor's medical facility, shall be provided to the DSH upon request.
- K. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in, and shall report all instances of, any activity that would constitute "Workplace Violence" as defined in the applicable DSH Administrative Letter, which can be provided upon request. Failure to comply with this provision by Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall be deemed a material breach of this Agreement.
- L. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement must present a valid picture identification (e.g., driver license or identification card issued by a state Department of Motor Vehicle, military card, etc.; company badges are not valid) in order to be admitted into secured areas.

- M. If services are provided on DSH grounds, each person performing services under this Agreement may be issued a Personal Duress Alarm (PDA) tag and charger. These devices are issued for the safety and security of all contractors. It will be the responsibility of each person to ensure they wear the device during each visit and to maintain the battery by charging it when necessary. Each person performing services under this Agreement may be required, at the discretion of DSH, to be oriented to the use of PDAS, including but not limited to videos, classroom time, etc.
  - i. Upon the expiration or termination of this Agreement, Contractor shall ensure that each person performing services under this Agreement return all of their PDA tags and chargers to the appropriate DSH Police Department. If a PDA tag and charger is not returned to DSH, Contractor will be responsible for the current replacement cost of the PDA tag (at the rates of \$85.00 per tag, and \$15.00 per charger). Contractor will be billed accordingly for any PDA tags and chargers that are not returned. Failure to reimburse cost by Contractor will result in DSH withholding the cost of unreturned PDA tags and/or chargers against any outstanding invoices. If all invoices have been paid, DSH will issue an invoice to Contractor for payment. The DSH Contract Manager shall ensure all PDA tags and chargers are returned to the appropriate DSH Police Department prior to signing off final invoice for payment.
- N. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take pictures or video with a camera or phone anywhere on DSH grounds without the written consent of the Executive Director or designee. If any Contractor is caught taking photos or video without prior authorization, their phone or camera will be subject to search and further action will be taken by DSH Hospital police.
- O. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in conversation with DSH patients unless providing direct services to DSH patients conforming to the terms and conditions of their contract.
- P. If services are provided on DSH grounds, then Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of clothing, or anything else required by that location. Contractor and subcontractors shall obtain a current copy of each location's dress code prior to the performance of any work. Contractor and subcontractors may be refused entry into the DSH grounds if their clothing is found to violate the established dress codes. The DSH retains the right to change its dress codes at any time.
- Q. If services are provided on DSH grounds, Contractor understands and agrees that the DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. In no way shall the DSH be held liable or accountable for tools misplaced or left behind. Upon notice by the DSH, Contractor shall comply with all such limitations and restrictions.
- R. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not possess or use any tobacco products, (including smokeless tobacco) on the DSH grounds (Welfare and Institutions Code section 4138).

- S. If services are provided on DSH grounds, then Contractor shall participate in any of the DSH safety measures or programs as may be required by the DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH.
- T. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- U. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- V. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.
- W. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

#### 7. THE DSH RESPONSIBILITIES:

- A. When requesting services, DSH shall identify the name and address of the Hospital, name of the person placing the call and the condition of the Patient.
- B. The Medical Director or designee shall determine what medical facility or hospital the patients will be transported to for medical services. DSH reserves the right to have patients transported to any future medical facility or hospital. Any Correctional Officers, required security escort, and/or escort vehicles will be provided by DSH and shall accompany the patients during all transports.
- C. The Medical Director or designee shall pre-arrange all needed services to ensure continuity of care and minimize the disruption of DSH workload.
- D. The attached Exhibit A, Attachment 1, "Custodial Responsibilities and Practices" is incorporated herein.
- E. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
  - i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing

services as required by the Agreement, then that party shall not perform services for the DSH.

- ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
- iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.
- iv. The DSH reserves the right, at its expense, to make periodic Quality of Care audits and reviews for health care services rendered to patients. The purpose of these audits or reviews is to verify compliance with the provisions of this Agreement, state and federal laws and regulations, and/or the DSH policies and procedures.
- v. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
- vi. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
- vii. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.
- viii. As a provider of acute psychiatric hospital services, the DSH is responsible for the professional and administrative services provided to the DSH patients. Notwithstanding the foregoing, Contractor shall provide services pursuant to its professional standard of care, the terms and conditions of this Agreement, and the requirements of Title 22 of the California Code of Regulations (the "Standards"), and shall remain liable for any violations of the Standards.

#### 8. PERFORMANCE MEASURES:

#### A. Complete and Timely Provision of Services

 Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner – in accordance with timelines established in Exhibit A, Scope of Work.

ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, DSH may choose to terminate this Agreement. Additionally, the DSH may find the contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

#### 9. AMENDMENTS:

A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to two (2) year each, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

# EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

## 1. INVOICING AND PAYMENT:

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. The DSH is not responsible for services performed by Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.
- D. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.
- E. Contractor shall submit the appropriate Centers for Medicare and Medicaid Services (CMS) claim form as his or her invoice for each patient serviced.
  - i. For inpatient, and outpatient, emergency room hospital services, and ambulatory surgical center services, Contactor shall submit the UB-04 Claim Form.
  - ii. For physician specialty services, regardless of specialty, Contractor shall submit the CMS 1500 claim form.

## 2. INSTRUCTIONS TO CONTRACTOR:

A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals – Coalinga Attention: Accounting Office P.O. Box 5001 Coalinga, CA 93210

- B. Contractor shall submit one original and three copies of each invoice.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with section 5, Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:
  - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.

- ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
- iii. Small Business certification number, if applicable
- iv. Professional license number, if applicable
- v. Invoice total
- vi. Contractor's name as it appears on the Std. 213. If Contractor has both a legal and a fictitious name listed on the Std. 213, Contractor may, at its discretion, invoice using the full name as indicated on the Std. 213, or either of the two names listed.
- vii. Patient Name
- viii. CPT Code

## 3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State FY's, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

#### 4. PROMPT PAYMENT CLAUSE:

A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

#### 5. BUDGET DETAIL:

A. Ambulance services performed shall be compensated utilizing the current Medicare Fee Schedule for County location where services are performed Participating Amount (PAR), based on the assignment of Current Procedural Terminology (CPT) code(s) and/or a Healthcare Common Procedure Coding System (HCPCS) code(s) for each service performed and multiplied by not more than 120%.

- B. Contractor agrees that non-emergency transport requested by DSH will be paid at Contractor's BLS rate regardless of pre-hospital emergency care personnel dispatched by Contractor and Contractor shall accept the BLS rate as payment in full.
- C. Since the DSH may refer patients having Medicare or a private health insurance plan for medical services, payment shall be made in accordance with the following process:
  - i. For patients covered in whole or part by Medicare:
    - (1) Contractor shall submit claims for services rendered to patients having Medicare insurance to Medicare for reimbursement within any required timeframes, prior to invoicing the DSH.
    - (2) Contractor shall resubmit all Medicare claims denied due to errors to Medicare prior to invoicing to the DSH.
    - (3) Contractor shall then submit the Explanation of Medicare Benefits (EOMB), reflecting Medicare payments or denials, with an original invoice when billing the DSH.
    - (4) Contractor, whether a participating provider (PAR) or a non-participating (Non-PAR) provider shall consider payment made by CMS, and payment made by the DSH for the patient's portion (i.e., deductibles, copays, and/or coinsurances) to be payment in full.
  - ii. For patients covered in whole or part by a private health insurance plan:
    - (1) Contractor shall submit claims for services rendered to patients having a private health insurance plan to the appropriate payor for reimbursement within any required timeframes, prior to invoicing the DSH.
    - (2) Contractor shall then submit the Explanation of Benefits (EOB), reflecting insurance payments or denials, with an original invoice when billing the DSH for any applicable remaining balances, including, but not limited to, patient deductible, patient responsibility, and coinsurance amounts.
  - iii. For patients covered in whole or part by both Medicare and a private health insurance plan:
    - (1) Contractor shall seek reimbursement from both sources as required by CMS, prior to invoicing the DSH.
    - (2) Contractor shall then submit the EOMB(s)/EOB(s), reflecting Medicare and/or insurance payments or denials, as applicable, with an original invoice when billing the DSH.
    - (3) Contractor, whether a participating provider (PAR) or a non-participating (Non-PAR) provider shall consider payment made by CMS, and payment made by the patient's insurance or DSH for the patient's portion (i.e., deductibles, copays, and/or coinsurances) to be payment in full.

City of Coalinga Agreement Number: 19-64008 Exhibit B, Budget Detail and Payment Provisions

- iv. For patients not covered in whole or part by either Medicare or an individual health insurance plan:
  - (1) Contractor shall submit an original invoice for the full billed amount. Such invoices must be provided as described in this Agreement.
- D. In all cases, the DSH may review any submitted Medicare claim form(s) for erroneous information that would have caused the claim to be denied and dispute the invoice. The DSH shall not be responsible for reimbursing Contractor for that portion of their costs should a claim be denied for any such erroneous information. Examples of erroneous information include, but are not limited to, failure to use proper modifiers or condition codes when appropriate for incarcerated patients and proper use of demographic information.
- E. In all cases, if Contractor is denied payment due to failure on their part to submit claims for services within the required timeframes, DSH shall not be responsible for reimbursing Contractor for that portion of their costs.
- F. In the event that Contractor submits an invoice that is less than the applicable Medicare rate multiplied as described herein, the DSH shall compensate Contractor at the invoiced rate.
- G. If Contractor is audited by CMS or their designee or audited by the patient's private insurer, and the audit finds that Contractor has been overpaid, Contractor shall reimburse all applicable parties as noted in the audit findings.
- H. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
- I. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.
- J. The DSH may refer patients for services to Contractor who are classified under Penal Code section 2684, and are therefore the California Department of Corrections and Rehabilitation (CDCR) inmates. Except in emergency situations where notification shall occur during or after the provision of services, the DSH shall identify these patients to Contractor prior to services being rendered. For emergencies, DSH will notify Contractor of the classification on the date of services or a reasonable time thereafter. With respect for services rendered to Penal Code section 2684 patients, Contractor shall submit all medical bills for these patients to the CDCR for payment. The CDCR shall be solely responsible for the payment of these invoices.
- K. Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of Contractor.

# EXHIBIT D SPECIAL TERMS AND CONDITIONS

# 1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

#### 2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

#### 3. PROGRESS REPORTS:

A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

## 4. PRESENTATION:

A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

# 5. DEPARTMENT OF STATE HOSPITALS STAFF:

A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

#### 6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

## LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

# 7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

#### 8. APPROVAL OF PRODUCT:

A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

## 9. SUBSTITUTIONS:

A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

## 10. NOTICE:

A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

## 11. WAIVER:

A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

## 12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

# **13. INTEGRATION CLAUSE:**

A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

## 14. CAPTIONS:

A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

#### 15. PUBLIC HEARINGS:

A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

## **16. FORCE MAJEURE:**

A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

## **17. LITIGATION:**

- A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

## 18. DISPUTES:

A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

#### 19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

# 20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

#### 21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
  - Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
  - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

# 22. CANCELLATION PROVISIONS:

A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the

rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

- B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

## 23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
  - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes.
  - ii. Federal or state income tax withholding,
  - iii. Providing unemployment insurance and workers compensation insurance, and
  - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

#### 24. LIABILITY FOR LOSS AND DAMAGES:

A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

## 25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.
- C. If both of the documented results of the TST provided ≤ 0-9/mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10/mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

# 26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

## **27. AMENDMENTS:**

- A. If this Agreement was entered into pursuant to any statute expressly requiring that such agreements be let or awarded on the basis of competitive bids, then the parties may amend this Agreement for time or money at the same rates, in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.
- B. For all other agreements the parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

#### 28. AGREEMENTS FOR SERVICES ON PRISON GROUNDS:

A. The Contractor hereby acknowledges that the California Department of Corrections and Rehabilitation (CDCR) does not recognize hostages for bargaining purposes. The CDCR has a "NO HOSTAGE" policy and agrees that its employees may be apprised of this when performing work in or at a CDCR institution. The three DSH psychiatric programs are located within CDCR prison grounds. Contractor shall provide notice to and inform each of its officers, employees, agents, independent contractors, vendors and subcontractors of the CDCR's NO HOSTAGE policy and that Contractor, its officers, employees, independent contractors, vendors and subcontractors assume the risk that a hostage situation may arise while at a CDCR institution and the implications of the CDCR's NO HOSTAGE policy should that situation arise.

Revision 10-01-15

# EXHIBIT E CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

#### 1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

A. The Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., Civil Code section 56 et seq. of the, the Confidentiality of Medical Information Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to part 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations, parts 160, 162 and 164 (2013)) ("HIPAA regulations") regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit E, set forth some of the requirements of these statutes and regulations. Exhibit E should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

## 2. **DEFINITIONS**:

A. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

# B. Specific Definitions

- i. Contractor. Contractor shall generally have the same meaning as the term "business associate" at 45 Code of Federal Regulation, part 160.103 (2013).
- ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation, part 160 and Part 164 (2013).
- iii. Agreement. Agreement shall be the agreement referenced by the Agreement number set forth on this page's heading.
- iv. Personal Information. Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (c).

#### 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

#### A. Contractor agrees to:

- i. not use or disclose PHI other than as permitted or required by the Agreement or as required by law,
- ii. use appropriate safeguards, and comply with Subpart C of 45 Code of Federal Regulation, part 164 (2013) with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement,

- iii. report to the DSH any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 Code of Federal Regulations, part 164.410 (2013), and any security incident of which it becomes aware,
- iv. in accordance with 45 Code of Federal Regulations, part 164.502(e)(1)(ii) and part 164.308(b)(2) (2013), if applicable ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor enter into a written agreement with the Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information,
- v. make available PHI in a designated record set to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.524 (2013) and California Health & Safety Code section 123100,
- vi. make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 Code of Federal Regulations, part 164.526 (2013), or take other measures as necessary to satisfy the covered entity's obligations under 45 Code of Federal Regulations, part 164.526 (2013),
- vii. maintain and make available the information required to provide an accounting of disclosures to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.528 (2013),
- viii. to the extent the Contractor is to carry out one or more of the DSH's obligation(s) under Subpart E of 45 Code of Federal Regulations, part 164 (2013), comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s) and
- ix. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

#### 4. PERMITTED USES AND DISCLOSURES OF PHI BY THE CONTRACTOR:

- A. Except as otherwise provided in this Agreement, the Contractor, may use or disclose PHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
- B. The Contractor may not use or disclose the PHI except as provided and permitted or required by the Agreement or required by law.
- C. Contractor agrees to make uses and disclosures and requests for PHI consistent with the DSH's minimum necessary policies and procedures.
- D. Contractor may use and disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.

E. Contractor may use PHI to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of PHI created or received by the Contractor for the purposes of this Agreement with PHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the DSH.

## 5. SAFEGUARDS:

- A. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. The Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., floppy disks and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic PHI, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

## 6. AUTHENTICATION:

- A. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., PHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
  - i. The Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
    - (1) network-based firewall and/or personal firewall,
    - (2) continuously updated anti-virus software and
    - (3) patch-management process including installation of all operating system/software vendor security patches.
  - ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices

(including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

## 7. MITIGATION OF HARMFUL EFFECTS:

A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor or its subcontractors in violation of the requirements of this Agreement.

## 8. NOTIFICATION OF BREACH:

A. During the term of this Agreement, Contractor shall report to the DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured PHI as required by Section 164.410 of the HIPAA regulations.

#### 9. DISCOVERY OF BREACH:

- A. Contractor shall immediately notify the DSH Information Security Officer by telephone call and email upon the discovery of breach of security of PHI in all forms (paper, electronic, or oral) if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves PHI, notification shall be provided by calling the DSH Information Security Officer. Contractor shall take:
  - i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
  - ii. any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

## 10. INVESTIGATION OF BREACH:

- A. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 8 hours of discovery (of the breach), the Contractor shall notify the DSH Information Security Officer of at least the following:
  - i. what data elements were involved and the extent of the data involved in the breach,

- ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed PHI or confidential data,
- iii. a description of where and when the PHI or confidential data is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed,
- iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending or disclosure and
- v. whether Civil Code sections 1798.29 (Agency) or 1798.82 (Business) or any other federal or state laws requiring individual notifications of breaches are required.

#### 11. WRITTEN REPORT:

A. The Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

#### 12. NOTIFICATION OF INDIVIDUALS:

A. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Information Security Officer shall approve the time, manner and content of any such notifications.

## 13. DSH CONTACT INFORMATION:

A. The Contractor shall direct communications to the DSH Information Security Officer and the Contractor shall initiate contact as indicated herein. The DSH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

Information Security Officer
Department of State Hospitals – Sacramento
1600 9<sup>th</sup> Street, Room 260
Sacramento, CA 95814
Phone: (916) 654-5432
E-mail: ISO@dsh.ca.gov

## 14. INTERNAL PRACTICES:

A. The Contractor shall make the Contractor's internal practices, books and records relating to the use and disclosure of PHI received from DSH, or created, maintained or received by the Contractor under this Agreement, available to the DSH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the DSH or by the Secretary, for purposes of determining DSH's compliance with the HIPAA regulations.

#### 15. EMPLOYEE TRAINING AND DISCIPLINE:

A. The Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

#### 16. EFFECT OF TERMINATION:

A. Upon termination or expiration of this Agreement for any reason, the Contractor shall return, at its sole expense, to DSH all health records within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by the DSH, destroy all PHI received from DSH or created or received by the Contractor on behalf of the DSH, that the Contractor still maintains in any form. Contractor shall retain no copies of such PHI. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of this Agreement to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of the Contractor, its subcontractor(s), or its agent(s).

## 17. MISCELLANEOUS PROVISIONS:

- A. The DSH makes no warranty or representation that compliance by the Contractor with this Agreement that the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.
- B. Assistance in Litigation or Administrative Proceedings. The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligations under this Agreement, available to the DSH at no cost to the DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the DSH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable Federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of this Agreement to any HIPAA regulation relates to that section in effect or as amended.

F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of this Agreement.

# 18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

A. DSH may immediately terminate this Agreement if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which the Contractor is a party.

# EXHIBIT F INSURANCE REQUIREMENTS

#### 1. APPLICABLE LIABILITY INSURANCE:

- A. The insurance and/or bonds identified below with a marked box are a required part of this Agreement, and only the marked boxes have any force or effect under this Agreement. Except as set forth below, evidence of liability insurance coverage, in the form of a certificate acceptable to the State of California and the DSH, shall be provided prior to the execution of this Agreement and the commencement of services.
- B. The DSH reserves the right, at its sole discretion, to cancel a proposed award to the Contractor which does not submit all required insurance documents in a timely manner. Should the DSH cancel a proposed award for this reason, the DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible provider.

# ☐ Commercial General Liability:

Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought.

Should the Contractor use a subcontractor to complete a portion of this Agreement, the Contractor shall include the subcontractor as an additional named insured under the Contractor's policy, or represents and warrants that each subcontractor is insured under their own Commercial General Liability policy at the amounts specified herein. The Contractor shall supply evidence of the subcontractor's insurance to the DSH upon request.

**Requirement to Insure the State:** Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

Policy Endorsement: Contractor, when providing a signed contract to the DSH and unless otherwise directed by the DSH, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy (Form CG 20 10 11 85 or as broad as), or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

Pollution/Environmental Impairment Liability:
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Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution or hazardous materials and related cleanup costs incurred, arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed onsite, as well as during the transportation or disposal of hazardous materials. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

**Requirement to Insure the State:** Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

Policy Endorsement: Contractor, when providing a signed contract to the DSH
and unless otherwise specified, shall provide proof that the Contractor has insured
the State of California, its officers, employees, and agents. This proof shall come in
the form of an endorsement to the Contractor's insurance policy, or in the form of a
copy of the Contractor's current insurance policy that shows that the policy insures
all parties required to be insured by this Agreement.

# ■ Motor Vehicle Liability:

Contractor shall maintain motor vehicle liability insurance with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by the Contractor during the provision of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

**Requirement to Insure the State:** Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

Policy Endorsement: Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy, or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

# Professional Liability:

Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional actually performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical

professionals meeting this requirement. Evidence of compliant insurance shall be provided to the DSH prior to the commencement of services.

#### Performance Bond:

Contractor shall obtain and maintain a performance bond of not less than the contract price of this Agreement, which shall be executed by a California-admitted surety insurer. Bonds not so-executed shall be rejected. Contractor shall submit two (2) executed copies on standard bonding company forms.

# Payment Bond:

Contractor shall provide the DSH with a payment bond of not less than the contract price of this Agreement. The bond shall cover the costs of labor and materials provided by the Contractor's employees, subcontractors, and suppliers in the event that the contractor fails to pay the costs of labor and materials to those individuals or entities. In order to meet this requirement, Contractor shall submit two (2) executed copies of the Payment Bond Form (STD 807). A copy of the STD 807 can be found at: http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf.

# **◯** Workers' Compensation:

If the Contractor is required by statute, regulation, or Court order, to provide Workers' Compensation and Employer's Liability Insurance for performance of services under this Agreement, Contractor shall carry and shall maintain sufficient and adequate insurance for all of its employees who shall be engaged in the performance of this Agreement. Contractor shall maintain Employer's Liability limits of not less than \$1,000,000 per claim. Failure to maintain the insurance pursuant to this clause shall be deemed a material breach of the Agreement and DSH may terminate this Agreement for cause.

If required by the DSH, in writing, Contractor shall furnish, within three (3) state business days following the DSH's request, either 1) a copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage; or 2) written confirmation, in a manner defined by the DSH, that workers' compensation coverage is not required.

Contractor also agrees to indemnify, defend and hold harmless the state of California, the DSH, its officers, agents and employees from any and all claims by the Contractor's employees, agents and/or anyone representing the Contractor, related to any non-performance of this section.

# 2. TERM OF INSURANCE:

A. Insurance shall be in effect for the entire term of this Agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by the DSH at least ten (10) days prior to the expiration of the insurance.

#### 3. TERMINATION FOR NON-COMPLIANCE:

A. In the event Contractor fails to keep in effect at all times the specified insurance coverage, this failure shall be deemed a material breach of the Agreement and the DSH may, in addition to any other remedies it may have, terminate this Agreement with cause upon the occurrence of such event.

#### 4. CERTIFICATE HOLDER AND SUBMISSION:

A. Certificates of liability insurance must name the DSH as a certificate holder and must be submitted to the following address:

Department of State Hospitals – Coalinga Attention: Procurement-Contracts 24511 W. Jayne Ave P.O. Box 5000 Coalinga, CA 93210 Fax: 559-935-7319

#### 5. SELF-INSURANCE REQUIREMENTS:

- A. If the Contractor is a California governmental entity, Contractor is not required to provide proof of insurance.
- B. For all other Contractors, for <u>Workers' Compensation insurance</u>, the Contractor must be listed on the Department of Industrial Relations website as having a Certificate of Consent to Self-Insure.
- C. For all other Contractors, for <u>all other insurance categories</u>, the Contractor must provide:
  - i. A cover letter from the Contractor's risk manager (or similar position) providing a description of the self-insurance plan for the types of coverage required in this Agreement. The description must detail what is covered by the plan and identify the source of funds for financing the plan.
  - ii. An audited financial report from the most recent quarter, along with any applicable accounting letters relative to the report.
  - iii. Evidence of firm having current equity of at least \$5,000,000 and current net profit of at least \$500,000.
  - iv. A signed written statement from the Contractor's Certified Public Accountant (CPA) indicating the firm's annual net profit for the prior four (4) years has been a minimum of \$500,000.
- D. Contractor agrees to submit to the DSH evidence of, upon request by the DSH, and the DSH reserves the right to verify, or cause to be verified, the source of funds for financing the self-insurance plan. The DSH also reserves the right to require subsequent assistance from the Contractor's risk manager to provide explanations of aspects of the self-insurance plan which need clarification. Upon request by the DSH, Contractor shall provide additional reasonable assurances and documentation to the DSH of its ability to meet the requirements to self-insure.
- E. Contractors which are self-insured for a specific type of insurance do not need to add the State as an additional insured.



STATE OF CALIFOR	INIA - DEPARTMENT OF GENERAL SERVICES				
STANDARD A		AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBE	R (if applicable)	
STD 213 (Rev. 10/201		19-64008			
CONTRACTING AGEN	nt is entered into between the Contracting	Agency and the Contractor name	d below:		
	tate Hospitals – Coalinga				
CONTRACTOR NAME				-	
City of Coalinga			•		
2. The term of this	s Agreement is:			**************************************	
START DATE			, .		
July 1, 2019 or up	oon DGS approval, whichever is later				
THROUGH END DATE					
June 30, 2022					
\$1,500,000.00	amount of this Agreement is:		et kirdiffen i di i i i i i i i i i i i i i i i i i		
	Hundred Thousand Dollars and Zero Cents				
Agreement.	ee to comply with the terms and condition	s of the following exhibits, which a	are by this reference made a par	t of the	
EXHIBITS		TITLE		PAGES	
Exhibit A	Scope of Work			8	
Exhibit A, Attachment 1	Custodial Responsibilities and Practices			3	
Exhibit B	Budget Detail and Payment Provisions	The Control of the Co	c	4	
Exhibit C *	General Terms and Conditions (GTC 04/20	12) MT QUAD		0	
Exhibit D	Special Terms and Conditions		Professional Communication (Communication Communication Co	9	
Exhibit E	Confidentiality and Information Security Pro	visions	Management of the control of the con	7	
Exhibit F	Insurance Requirements			4	
ltems shown with ai These documents co	n asterisk (*), åre hereby incorporated by refere In be viewed at www.dgs.ca.gov/ols/resource:	ence and made part of this agreemer	t as if attached hereto.		
IN WITNESS WHERE	OF, THIS AGREEMENT HAS BEEN EXECUTED BY				
CONTRACTOR MANAE (II	that the are indicated as	CONTRACTOR			
City of Coalinga	other than an individual, state whether a corporation	n, partnership, etc.)			
CONTRACTOR BUSINES	S ADDRESS	lcm			
155 West Durian		Coaling	STATE	ZIP 93210	
PRINTED NAME OF PERS	SON SIGNING	TITLE		93210	
Marissa Trejo		City Man	ager		
CONTRACTORAUTHOR	zed signature MOOD ZMO	DATE SIGN	ED 		
		TE OF CALIFORNIA			
CONTRACTING AGENCY	and the same of th			**************************************	
Department of Stat	e Hospitals				
CONTRACTING AGENCY		CITY	STATE	ZIP	
600 9th Street, Roo		Sacramer	1	95814	
PRINTED NAME OF PERS	ON SIGNING	TITLE			
Dawn DiBartolo		Chief, Acc	quisitions and Business Services	Office	
ONTRACTING AGENCY	AUTHORIZED SIGNATURE	DATE SIGNE	4.11. 1	Michigan de la companya de la compa	
	MUND CON	02/11/20	19 7/26/19		

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES AGREEMENT NUMBER PURCHASING AUTHORITY NUMBER (if applicable) STANDARD AGREEMENT 19-64008 DSH-4440 STD 213 (Rev. 10/2018) 1. This Agreement is entered into between the Contracting Agency and the Contractor named below: CONTRACTING AGENCY NAME Department of State Hospitals - Coalinga **CONTRACTOR NAME** City of Coalinga 2. The term of this Agreement is: START DATE July 1, 2019 or upon DGS approval, whichever is later THROUGH END DATE June 30, 2022 3. The maximum amount of this Agreement is: \$1,500,000.00 One Million Five Hundred Thousand Dollars and Zero Cents 4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement. **EXHIBITS** TITLE **PAGES** Exhibit A Scope of Work Exhibit A, **Custodial Responsibilities and Practices** Attachment 1 Exhibit B **Budget Detail and Payment Provisions** Exhibit C\* General Terms and Conditions 0 Exhibit D Special Terms and Conditions Exhibit E Confidentiality and Information Security Provisions Exhibit F Insurance Requirements Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO. **CONTRACTOR** CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Coalinga CONTRACTOR BUSINESS ADDRESS CITY STATE ZIP 155 West Durian Coalinga CA 93210 PRINTED NAME OF PERSON SIGNING TITLE Marissa Trejo City Manager CONTRACTOR AUTHORIZED SIGNATURE DATE SIGNED **STATE OF CALIFORNIA** CONTRACTING AGENCY NAME Department of State Hospitals CONTRACTING AGENCY ADDRESS CITY STATE ZIP 1600 9th Street, Room 101 Sacramento CA 95814 PRINTED NAME OF PERSON SIGNING Dawn DiBartolo Chief, Acquisitions and Business Services Office CONTRACTING AGENCY AUTHORIZED SIGNATURE **DATE SIGNED** 

02/11/2019

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

DSH-4440

19-64008

EXEMPTION, IF APPLICABLE

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVALED OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES

Kus

# EXHIBIT A SCOPE OF WORK

# 1. CONTRACTED PARTIES:

A. City of Coalinga, hereafter referred to as Contractor, agrees to provide all materials, supplies, tools, equipment, licenses, permits, insurance, personnel, and any other items necessary to provide Emergency and Non-Emergency Ambulance Services (as defined in Section 6) to the Department of State Hospitals (DSH) – Coalinga © pursuant to the terms and conditions of the Agreement.

## 2. SERVICE LOCATIONS:

A. The services shall be performed for the Department of State Hospitals at the following location(s):

DSH-Atascadero 10333 El Camino Real, P.O. Box 7001 Atascadero, CA 93423-7001	DSH-Coalinga 24511 West Jayne Avenue P.O. 5000 Coalinga, CA 93210
DSH-Metropolitan 11401 South Bloomfield Avenue Norwalk, CA 90650	DSH-Patton 3102 East Highland Avenue Patton, CA 92369
DSH-Sacramento 1600 9 <sup>th</sup> Street, Room 101 Sacramento, CA 95814	☐ DSH-Napa 2100 Napa-Vallejo Highway Napa, CA 94558-6293

Contractor shall provide services pursuant to this Agreement at the locations indicated above. Contractor agrees to provide services described in this Agreement at any of the other locations above, pursuant to an amended Agreement.

For such amendments, and where a single location was designated as the primary location for services, the Contractor shall bill the additional locations at the same rates as in this Agreement unless otherwise specified. Where multiple locations were designated as primary locations, the Contractor shall bill the additional locations at the average of the rates billed in this Agreement for the primary locations.

Funding shall be encumbered for the additional locations at the time of amendment and in accordance with the same encumbrance methodology as was used in the original Agreement. If the DSH and the Contractor agree to have the Contractor provide services to other DSH locations, the contractor shall invoice the additional location(s) as outlined in Exhibit B of the amended Agreement. These invoices shall be addressed as indicated by the DSH at the time of the Agreement to service additional locations.

#### 3. SERVICE HOURS:

A. The services shall be provided Monday through Sunday (seven-day week), twenty-four (24) hours per day, on an as-needed basis.

#### 4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement will be:

Contract Manager:

Department of State	Hospitals: Coalinga	Contractor: City of Co	alinga	
Section/Unit:		Section/Unit:		
Central Medical Ser	vices			
Attention:		Attention:	Attention:	
Jonathan Hamrick, AMD		Shannon Jensen	Shannon Jensen	
Address: P.O. Box 5000		Address: 155 West Durian		
Coalinga, CA 93210		Coalinga, CA 93210		
Phone:	Fax:	Phone:	Fax:	
(559) 935-4270	(559) 935-7118	(559)935-1533 x113	(559)935-5918	
Email:		Email:		
Jonathan.hamrick@dsh.ca.gov		sjensen@coalinga.c	sjensen@coalinga.com	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State	Hospitals: Coalinga	Contractor: City of Coalinga	
Section/Unit:		Section/Unit:	
Procurement			
Attention:		Attention:	
Kelsi Counter		Dwayne Gabriel, Fire Chief	
Address: P.O. Box 5000		Address: 300 W. Elm	
Coalinga, CA 93210		Coalinga, CA 93210	
Phone:	Fax:	Phone:	Fax:
(559) 935-7231	(559) 935-7319	(559)935-1652	(559) 935-1638
Email:		Email:	
Kelsi.counter@dsh.ca.gov			

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

## 5. SUMMARY OF WORK TO BE PERFORMED:

A. Contractor shall provide DSH with Emergency and Non-Emergency Ambulance Services.

#### 6. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall evaluate DSH patients, make necessary recommendations, institute treatment when appropriate, and prepare progress notes or consultation reports on the day services are provided. In more urgent cases, Contractor shall immediately notify the Chief Physician and Surgeon or designee of the applicable state hospital.
- B. Procedures or services recommended by Contractor beyond those initially requested require review and approval by the Chief Physician and Surgeon or designee prior to completion of such procedures or services.

- C. Contractor shall provide Basic Life Support (BLS), Limited Advanced Life Support (LALS), and/or Advanced Life Support (ALS). All services shall be provided in accordance with the Health and Safety Code, division 2.5 (commencing with section 1797). BLS services shall include the provision of basic life support and first aid. LALS include pre-hospital emergency medical care limited to techniques and procedures that exceed BLS, but are less than ALS, and that are approved by the local Emergency Medical Services Authority (LEMSA), pursuant to Health and Safety Code, section 1797.178 and California Code of Regulations, title 22, chapter 3, article 2, section 100106. ALS services shall be pre-hospital emergency medical care, and may include, but not be limited to, the following services, supplies, and equipment:
  - i. Cardiopulmonary resuscitation,
  - ii. Cardiac monitoring,
  - iii. Cardiac defibrillation,
  - iv. Advanced airway management,
  - v. Intravenous therapy supplies,
  - vi. Administration of approved pre-hospital care drugs and other medicinal preparations,
  - vii. Advanced airway management equipment,
  - viii. Oxygen/ventilation management equipment,
  - ix. Advanced shock management equipment,
  - x. Cardiac monitoring equipment with synchronized cardio-version and defibrillation capabilities,
  - xi. Long/short backboards, traction-type splints and splinting equipment
  - xii. Intravenous (IV) supplies,
  - xiii. ALS medications,
  - xiv. Restraint equipment,
  - xv. Bandage/hemorrhage control equipment,
  - xvi. Pneumatic anti-shock trousers,
  - xvii. LALS or ALS medications appropriate for the type of services needed.
- D. Contractor shall maintain, throughout the term of the contract, a valid ambulance service permit, a nontransferable California Highway Patrol emergency ambulance license required for non-public entity contracts, and a business license issued by the city or county where the business is being conducted. Contractor shall be in compliance with the State of California and California Highway Patrol standards for operation of vehicles and maintenance of emergency care equipment and supplies.

- E. Contractor shall, throughout the term of the contract, be licensed in accordance with all local, State and Federal regulations governing ambulance services and shall provide properly trained pre-hospital emergency care personnel licensed and/or certified in accordance with the Health and Safety Code, Emergency Medical Services, division 2.5 (commencing with section 1797).
- F. Contractor shall respond to all calls within the timeframes specified by the LEMSA standards. Contractor shall respond by the most direct route except when weather and/or traffic conditions dictate otherwise.
- G. Contractor shall inform DSH immediately if Contractor is unable to respond in accordance with the LEMSA timeframes to the DSH request for ambulance service. DSH reserves the right to arrange for alternative ambulance services in the event that Contractor is unable to respond within the LEMSA timeframes or is unable to provide service in accordance with the agreed upon terms of this contract.
- H. During a hospital emergency and at the request of the DSH Chief Physician and Surgeon or designee, Contractor agrees to provide one or more ALS vehicles on a standby basis.

# I. Quality Assurance

- i. Contractor shall maintain an active, systematic process, based on objective and measurable criteria, by which to monitor and evaluate the quality and appropriateness of patient health care services. Such monitoring shall also be to provide assurances that those services were medically necessary, delivered in a cost effective manner, and delivered with the assurance of quality.
- ii. Contractor shall maintain a mechanism for reporting the results for these activities to the DSH. Contractor shall, as requested, provide the DSH with patient data needed for the purposes of updating, enhancing, or modifying the DSH Medical Standards of Care health care policy. Patient data shall include patient complications, patient mortality, patient stability at time of discharge/transfer, post-discharge complication rate, post discharge mortality rate, and re-admission rate. Additional data must be provided to the DSH, upon request.
- J. Contractor agrees that DSH physicians, social workers, and designated registered nurses shall be allowed to visit DSH patients at the Contractor's medical facility and may review the patient's medical record any time to help determine, for purposes of planning, the level of services being provided, current diagnoses and treatments, and level of care that is currently required or likely to be required in the future. Any medical records regarding DSH patients, which are maintained in the Contractor's medical facility, shall be provided to the DSH upon request.
- K. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in, and shall report all instances of, any activity that would constitute "Workplace Violence" as defined in the applicable DSH Administrative Letter, which can be provided upon request. Failure to comply with this provision by Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall be deemed a material breach of this Agreement.
- L. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement must present a valid picture identification (e.g., driver license or identification card issued by a state Department of Motor Vehicle, military card, etc.; company badges are not valid) in order to be admitted into secured areas.

- M. If services are provided on DSH grounds, each person performing services under this Agreement may be issued a Personal Duress Alarm (PDA) tag and charger. These devices are issued for the safety and security of all contractors. It will be the responsibility of each person to ensure they wear the device during each visit and to maintain the battery by charging it when necessary. Each person performing services under this Agreement may be required, at the discretion of DSH, to be oriented to the use of PDAS, including but not limited to videos, classroom time, etc.
  - i. Upon the expiration or termination of this Agreement, Contractor shall ensure that each person performing services under this Agreement return all of their PDA tags and chargers to the appropriate DSH Police Department. If a PDA tag and charger is not returned to DSH, Contractor will be responsible for the current replacement cost of the PDA tag (at the rates of \$85.00 per tag, and \$15.00 per charger). Contractor will be billed accordingly for any PDA tags and chargers that are not returned. Failure to reimburse cost by Contractor will result in DSH withholding the cost of unreturned PDA tags and/or chargers against any outstanding invoices. If all invoices have been paid, DSH will issue an invoice to Contractor for payment. The DSH Contract Manager shall ensure all PDA tags and chargers are returned to the appropriate DSH Police Department prior to signing off final invoice for payment.
- N. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take pictures or video with a camera or phone anywhere on DSH grounds without the written consent of the Executive Director or designee. If any Contractor is caught taking photos or video without prior authorization, their phone or camera will be subject to search and further action will be taken by DSH Hospital police.
- O. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in conversation with DSH patients unless providing direct services to DSH patients conforming to the terms and conditions of their contract.
- P. If services are provided on DSH grounds, then Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of clothing, or anything else required by that location. Contractor and subcontractors shall obtain a current copy of each location's dress code prior to the performance of any work. Contractor and subcontractors may be refused entry into the DSH grounds if their clothing is found to violate the established dress codes. The DSH retains the right to change its dress codes at any time.
- Q. If services are provided on DSH grounds, Contractor understands and agrees that the DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. In no way shall the DSH be held liable or accountable for tools misplaced or left behind. Upon notice by the DSH, Contractor shall comply with all such limitations and restrictions.
- R. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not possess or use any tobacco products, (including smokeless tobacco) on the DSH grounds (Welfare and Institutions Code section 4138).

- S. If services are provided on DSH grounds, then Contractor shall participate in any of the DSH safety measures or programs as may be required by the DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH.
- T. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- U. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- V. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.
- W. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

# 7. THE DSH RESPONSIBILITIES:

- A. When requesting services, DSH shall identify the name and address of the Hospital, name of the person placing the call and the condition of the Patient.
- B. The Medical Director or designee shall determine what medical facility or hospital the patients will be transported to for medical services. DSH reserves the right to have patients transported to any future medical facility or hospital. Any Correctional Officers, required security escort, and/or escort vehicles will be provided by DSH and shall accompany the patients during all transports.
- C. The Medical Director or designee shall pre-arrange all needed services to ensure continuity of care and minimize the disruption of DSH workload.
- D. The attached Exhibit A, Attachment 1, "Custodial Responsibilities and Practices" is incorporated herein.
- E. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
  - i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing

services as required by the Agreement, then that party shall not perform services for the DSH.

- ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
- iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.
- iv. The DSH reserves the right, at its expense, to make periodic Quality of Care audits and reviews for health care services rendered to patients. The purpose of these audits or reviews is to verify compliance with the provisions of this Agreement, state and federal laws and regulations, and/or the DSH policies and procedures.
- v. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
- vi. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
- vii. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.
- viii. As a provider of acute psychiatric hospital services, the DSH is responsible for the professional and administrative services provided to the DSH patients. Notwithstanding the foregoing, Contractor shall provide services pursuant to its professional standard of care, the terms and conditions of this Agreement, and the requirements of Title 22 of the California Code of Regulations (the "Standards"), and shall remain liable for any violations of the Standards.

# 8. PERFORMANCE MEASURES:

# A. Complete and Timely Provision of Services

 Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner – in accordance with timelines established in Exhibit A, Scope of Work.

ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, DSH may choose to terminate this Agreement. Additionally, the DSH may find the contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

## 9. AMENDMENTS:

A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to two (2) year each, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

City of Coalinga Agreement Number: 19-64008 Exhibit A, Attachment 1, Custodial Responsibilities

and Practices

# Exhibit A, Attachment 1 Custodial Responsibilities and Practices

(Regarding Department of State Hospitals - Coalinga Patients
Admitted to Contracted Medical Facility)

Department of State Hospitals - Coalinga (DSH-C) has ultimate responsibility for the physical custody of its patient(s.) Pleasant Valley State Prison's (PVSP) Transportation Staff will maintain all custodial responsibilities for patient(s) going out for treatment or services. The DSH-C treatment team shall evaluate each patient to determine if special psychiatric/medical needs exist, requiring additional nursing staff escorts. A DSH-C Program Director will authorize any necessary nursing staff escorts. DSH-C agrees to station at least one PVSP Transportation Staff at Contractor's Facility whenever a DSH-C patient is admitted, under the following capacities, circumstances, and conditions:

# 1. Capacity/Function:

- a. Immediate liaison person representing DSH-C.
- b. Custodial monitoring.
- c. Advise regarding the behavior of the patient, as appropriate.

## 2. Duration:

Minimum of first twenty-four (24) hours after admission. Following this period, such "custodial" coverage may be terminated or modified by mutual agreement of the administration of DEPARTMENT OF STATE HOSPITALS - COALINGA and CONTRACTOR.

## 3. Conditions:

- a. The PLEASANT VALLEY STATE PRISON TRANSPORTATION STAFF will remain in the immediate vicinity of the DSH-C patient. Once a DSH-C patient has been accepted by a contractor's facility, it shall be the responsibility of that facility to provide nursing care.
- b. Should there be more than one DSH-C patient at Contractor's Facility at any one time; staff will attempt to place patients in same or contiguous rooms.
- Contractor will not allow discharge of DSH-C patients other than into the custody of PLEASANT VALLEY STATE PRISON TRANSPORTATION STAFF (except as required by a court order.)

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City of Coalinga Agreement Number: 19-64008 Exhibit A, Attachment 1, Custodial Responsibilities

and Practices

## 4. Transfer Approval List

#### PATIENT TRANSFERS

YOU MUST HAVE APPROVAL/CLEARANCE BY THE DSH-C CHIEF PHYSICIAN & SURGEON OR DESIGNEE, PRIOR TO THE TRANSFER OF A PATIENT(S) TO ANOTHER FACILITY OR HOSPITAL.

Regular Business Hours: Monday-Friday 8:00 a.m.-5:00 p.m.

Utilization Review Coordinator (UR)

Phone

(559) 934-3291

Fax

(559) 934-3174

If the UR cannot be reached contact the following:

Medical on Duty (MOD) - Pager-(559) 935-6935 (Enter Pager Number 029)

Or

Nurse on Duty (NOD) – (559) 935-6935 (Enter Pager Number 034)

Nurse on Duty (NOD) Fax - (559) 934-8629

DSH-C Communications Center - (559) 935-4081

## \*Transfers may only be made to DSH-C Contracted Hospitals.

#### **Contracts are as follows:**

Contract #	Hospital	Phone Number
18-64045	Dignity Health dba Mercy Hospital Bakersfield	(661) 632-5372
16-64059	Adventist Medical Center	(559) 582-9000
15-64002	Fresno Community Medical Center	(559) 248-6624
16-64040	French Hospital Medical Center	(805) 543-5353
16-64041	Twin Cities Community Hospital	(805) 434-3500
16-64042	Sierra Vista Regional Medical Center	(805) 546-7695
17-64087	Delano Regional Medical Center	(661) 721-5201
18-64011	Good Samaritan Hospital, LP	(661) 215-7500

<sup>\* &</sup>quot;Emergency" as defined in PCC 1102 is "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life or health."

In an <u>"Emergency"</u> situation, you are to respond as circumstances demand and obtain approval(s) as soon as practical.

#### 5. Daily Status Report

This form is to be utilized when Contracted facility does not have an established form.

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City of Coalinga Agreement Number: 19-64008 Exhibit A, Attachment 1, Custodial Responsibilities and Practices

# Daily Status Report to DSH-C Fax to 559-934-3174 by 10:00 a.m. daily

Reporting Facility:		Date:							
Patient Name:			Admitted						
Diagnoses:				***************************************					
	an:					······································			
PLEAS	SE ADDRESS THE	PREVIOUS 24	HOUR PERIO	D INCLUDING	WEEKENDS				
Vital Signs at	am/pm T	P	R	02	B/P				
IV		D	rains						
Pain level:	at	am/pm L	.abs:			***************************************			
PRN use:									
					WWW.				
	clude proposed date								
Surgeries / Proced	dures:			D	ate:				
Behavioral Issues:									
Changes in conditi	on:					•			
Prognosis:		E	xpected D/C da	ate:					
Completed by:			Date:		ime:				

ALL RETURNS MUST BE CLEARED THROUGH DSH-C PHYSICIAN.

Do Not File in Medical Record

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City of Coalinga Agreement Number: 19-64008 Exhibit B, Budget Detail and Payment Provisions

# EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

#### 1. INVOICING AND PAYMENT:

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. The DSH is not responsible for services performed by Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.
- D. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.
- E. Contractor shall submit the appropriate Centers for Medicare and Medicaid Services (CMS) claim form as his or her invoice for each patient serviced.
  - i. For inpatient, and outpatient, emergency room hospital services, and ambulatory surgical center services, Contactor shall submit the UB-04 Claim Form.
  - ii. For physician specialty services, regardless of specialty, Contractor shall submit the CMS 1500 claim form.

#### 2. INSTRUCTIONS TO CONTRACTOR:

A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals – Coalinga Attention: Accounting Office<sup>6</sup> P.O. Box 5001 Coalinga, CA 93210

- B. Contractor shall submit one original and three copies of each invoice.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with section 5, Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:
  - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.

- ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
- iii. Small Business certification number, if applicable
- iv. Professional license number, if applicable
- v. Invoice total
- vi. Contractor's name as it appears on the Std. 213. If Contractor has both a legal and a fictitious name listed on the Std. 213, Contractor may, at its discretion, invoice using the full name as indicated on the Std. 213, or either of the two names listed.
- vii. Patient Name
- viii. CPT Code

#### 3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State FY's, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

#### 4. PROMPT PAYMENT CLAUSE:

A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

#### 5. BUDGET DETAIL:

A. Ambulance services performed shall be compensated utilizing the current Medicare Fee Schedule for County location where services are performed Participating Amount (PAR), based on the assignment of Current Procedural Terminology (CPT) code(s) and/or a Healthcare Common Procedure Coding System (HCPCS) code(s) for each service performed and multiplied by not more than 120%.

- B. Contractor agrees that non-emergency transport requested by DSH will be paid at Contractor's BLS rate regardless of pre-hospital emergency care personnel dispatched by Contractor and Contractor shall accept the BLS rate as payment in full.
- C. Since the DSH may refer patients having Medicare or a private health insurance plan for medical services, payment shall be made in accordance with the following process:
  - i. For patients covered in whole or part by Medicare:
    - Contractor shall submit claims for services rendered to patients having Medicare insurance to Medicare for reimbursement within any required timeframes, prior to invoicing the DSH.
    - (2) Contractor shall resubmit all Medicare claims denied due to errors to Medicare prior to invoicing to the DSH.
    - (3) Contractor shall then submit the Explanation of Medicare Benefits (EOMB), reflecting Medicare payments or denials, with an original invoice when billing the DSH.
    - (4) Contractor, whether a participating provider (PAR) or a non-participating (Non-PAR) provider shall consider payment made by CMS, and payment made by the DSH for the patient's portion (i.e., deductibles, copays, and/or coinsurances) to be payment in full.
  - ii. For patients covered in whole or part by a private health insurance plan:
    - (1) Contractor shall submit claims for services rendered to patients having a private health insurance plan to the appropriate payor for reimbursement within any required timeframes, prior to invoicing the DSH.
    - (2) Contractor shall then submit the Explanation of Benefits (EOB), reflecting insurance payments or denials, with an original invoice when billing the DSH for any applicable remaining balances, including, but not limited to, patient deductible, patient responsibility, and coinsurance amounts.
  - iii. For patients covered in whole or part by both Medicare and a private health insurance plan:
    - (1) Contractor shall seek reimbursement from both sources as required by CMS, prior to invoicing the DSH.
    - (2) Contractor shall then submit the EOMB(s)/EOB(s), reflecting Medicare and/or insurance payments or denials, as applicable, with an original invoice when billing the DSH.
    - (3) Contractor, whether a participating provider (PAR) or a non-participating (Non-PAR) provider shall consider payment made by CMS, and payment made by the patient's insurance or DSH for the patient's portion (i.e., deductibles, copays, and/or coinsurances) to be payment in full.

City of Coalinga Agreement Number: 19-64008 Exhibit B, Budget Detail and Payment Provisions

- iv. For patients not covered in whole or part by either Medicare or an individual health insurance plan:
  - (1) Contractor shall submit an original invoice for the full billed amount. Such invoices must be provided as described in this Agreement.
- D. In all cases, the DSH may review any submitted Medicare claim form(s) for erroneous information that would have caused the claim to be denied and dispute the invoice. The DSH shall not be responsible for reimbursing Contractor for that portion of their costs should a claim be denied for any such erroneous information. Examples of erroneous information include, but are not limited to, failure to use proper modifiers or condition codes when appropriate for incarcerated patients and proper use of demographic information.
- E. In all cases, if Contractor is denied payment due to failure on their part to submit claims for services within the required timeframes, DSH shall not be responsible for reimbursing Contractor for that portion of their costs.
- F. In the event that Contractor submits an invoice that is less than the applicable Medicare rate multiplied as described herein, the DSH shall compensate Contractor at the invoiced rate.
- G. If Contractor is audited by CMS or their designee or audited by the patient's private insurer, and the audit finds that Contractor has been overpaid, Contractor shall reimburse all applicable parties as noted in the audit findings.
- H. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
- I. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.
- J. The DSH may refer patients for services to Contractor who are classified under Penal Code section 2684, and are therefore the California Department of Corrections and Rehabilitation (CDCR) inmates. Except in emergency situations where notification shall occur during or after the provision of services, the DSH shall identify these patients to Contractor prior to services being rendered. For emergencies, DSH will notify Contractor of the classification on the date of services or a reasonable time thereafter. With respect for services rendered to Penal Code section 2684 patients, Contractor shall submit all medical bills for these patients to the CDCR for payment. The CDCR shall be solely responsible for the payment of these invoices.
- K. Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of Contractor.

# EXHIBIT D SPECIAL TERMS AND CONDITIONS

#### 1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

#### 2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

#### 3. PROGRESS REPORTS:

A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

#### 4. PRESENTATION:

A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

#### 5. DEPARTMENT OF STATE HOSPITALS STAFF:

A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

#### 6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

#### LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

#### 7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

#### 8. APPROVAL OF PRODUCT:

A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

#### 9. SUBSTITUTIONS:

A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

#### 10. NOTICE:

A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

#### 11. WAIVER:

A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

#### 12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 13. INTEGRATION CLAUSE:

A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

#### 14. CAPTIONS:

A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

#### 15. PUBLIC HEARINGS:

A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

#### 16. FORCE MAJEURE:

A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

#### 17. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

#### 18. DISPUTES:

A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

#### 19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

#### 20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

#### 21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
  - Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or.
  - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

#### 22. CANCELLATION PROVISIONS:

A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the

rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

- B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

#### 23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
  - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes.
  - ii. Federal or state income tax withholding.
  - iii. Providing unemployment insurance and workers compensation insurance, and
  - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

#### 24. LIABILITY FOR LOSS AND DAMAGES:

A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

#### 25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.
- C. If both of the documented results of the TST provided ≤ 0-9/mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10/mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

#### 26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

#### **27. AMENDMENTS:**

- A. If this Agreement was entered into pursuant to any statute expressly requiring that such agreements be let or awarded on the basis of competitive bids, then the parties may amend this Agreement for time or money at the same rates, in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.
- B. For all other agreements the parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

#### 28. AGREEMENTS FOR SERVICES ON PRISON GROUNDS:

A. The Contractor hereby acknowledges that the California Department of Corrections and Rehabilitation (CDCR) does not recognize hostages for bargaining purposes. The CDCR has a "NO HOSTAGE" policy and agrees that its employees may be apprised of this when performing work in or at a CDCR institution. The three DSH psychiatric programs are located within CDCR prison grounds. Contractor shall provide notice to and inform each of its officers, employees, agents, independent contractors, vendors and subcontractors of the CDCR's NO HOSTAGE policy and that Contractor, its officers, employees, independent contractors, vendors and subcontractors assume the risk that a hostage situation may arise while at a CDCR institution and the implications of the CDCR's NO HOSTAGE policy should that situation arise.

# EXHIBIT E CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

#### 1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

A. The Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., Civil Code section 56 et seq. of the, the Confidentiality of Medical Information Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to part 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations, parts 160, 162 and 164 (2013)) ("HIPAA regulations") regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit E, set forth some of the requirements of these statutes and regulations. Exhibit E should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

#### 2. **DEFINITIONS**:

A. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### B. Specific Definitions

- i. Contractor. Contractor shall generally have the same meaning as the term "business associate" at 45 Code of Federal Regulation, part 160.103 (2013).
- ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation, part 160 and Part 164 (2013).
- iii. Agreement. Agreement shall be the agreement referenced by the Agreement number set forth on this page's heading.
- iv. Personal Information. Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (c).

#### 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

#### A. Contractor agrees to:

- i. not use or disclose PHI other than as permitted or required by the Agreement or as required by law,
- ii. use appropriate safeguards, and comply with Subpart C of 45 Code of Federal Regulation, part 164 (2013) with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement,

Exhibit E, Confidentiality and Information Security Provisions

- iii. report to the DSH any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 Code of Federal Regulations, part 164.410 (2013), and any security incident of which it becomes aware.
- iv. in accordance with 45 Code of Federal Regulations, part 164.502(e)(1)(ii) and part 164.308(b)(2) (2013), if applicable ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor enter into a written agreement with the Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- v. make available PHI in a designated record set to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.524 (2013) and California Health & Safety Code section 123100,
- vi. make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 Code of Federal Regulations, part 164.526 (2013), or take other measures as necessary to satisfy the covered entity's obligations under 45 Code of Federal Regulations, part 164.526 (2013),
- vii. maintain and make available the information required to provide an accounting of disclosures to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.528 (2013),
- viii. to the extent the Contractor is to carry out one or more of the DSH's obligation(s) under Subpart E of 45 Code of Federal Regulations, part 164 (2013), comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s) and
- ix. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

#### 4. PERMITTED USES AND DISCLOSURES OF PHI BY THE CONTRACTOR:

- A. Except as otherwise provided in this Agreement, the Contractor, may use or disclose PHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
- B. The Contractor may not use or disclose the PHI except as provided and permitted or required by the Agreement or required by law.
- C. Contractor agrees to make uses and disclosures and requests for PHI consistent with the DSH's minimum necessary policies and procedures.
- D. Contractor may use and disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.

E. Contractor may use PHI to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of PHI created or received by the Contractor for the purposes of this Agreement with PHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the DSH.

#### 5. SAFEGUARDS:

- A. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. The Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., floppy disks and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic PHI, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

#### 6. AUTHENTICATION:

- A. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., PHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
  - i. The Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
    - (1) network-based firewall and/or personal firewall,
    - (2) continuously updated anti-virus software and
    - (3) patch-management process including installation of all operating system/software vendor security patches.
  - ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices

Exhibit E, Confidentiality and Information Security Provisions

(including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

#### 7. MITIGATION OF HARMFUL EFFECTS:

A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor or its subcontractors in violation of the requirements of this Agreement.

#### 8. NOTIFICATION OF BREACH:

A. During the term of this Agreement, Contractor shall report to the DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured PHI as required by Section 164.410 of the HIPAA regulations.

#### 9. DISCOVERY OF BREACH:

- A. Contractor shall immediately notify the DSH Information Security Officer by telephone call and email upon the discovery of breach of security of PHI in all forms (paper, electronic, or oral) if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves PHI, notification shall be provided by calling the DSH Information Security Officer. Contractor shall take:
  - i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
  - ii. any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

#### 10. INVESTIGATION OF BREACH:

- A. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 8 hours of discovery (of the breach), the Contractor shall notify the DSH Information Security Officer of at least the following:
  - i. what data elements were involved and the extent of the data involved in the breach,

Exhibit E, Confidentiality and Information Security Provisions

- ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed PHI or confidential data.
- iii. a description of where and when the PHI or confidential data is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed,
- iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending or disclosure and
- v. whether Civil Code sections 1798.29 (Agency) or 1798.82 (Business) or any other federal or state laws requiring individual notifications of breaches are required.

#### 11. WRITTEN REPORT:

A. The Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

#### 12. NOTIFICATION OF INDIVIDUALS:

A. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Information Security Officer shall approve the time, manner and content of any such notifications.

#### 13. DSH CONTACT INFORMATION:

A. The Contractor shall direct communications to the DSH Information Security Officer and the Contractor shall initiate contact as indicated herein. The DSH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

Information Security Officer
Department of State Hospitals – Sacramento
1600 9<sup>th</sup> Street, Room 260
Sacramento, CA 95814
Phone: (916) 654-5432
E-mail: ISO@dsh.ca.gov

#### 14. INTERNAL PRACTICES:

A. The Contractor shall make the Contractor's internal practices, books and records relating to the use and disclosure of PHI received from DSH, or created, maintained or received by the Contractor under this Agreement, available to the DSH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the DSH or by the Secretary, for purposes of determining DSH's compliance with the HIPAA regulations.

#### 15. EMPLOYEE TRAINING AND DISCIPLINE:

A. The Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

#### **16. EFFECT OF TERMINATION:**

A. Upon termination or expiration of this Agreement for any reason, the Contractor shall return, at its sole expense, to DSH all health records within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by the DSH, destroy all PHI received from DSH or created or received by the Contractor on behalf of the DSH, that the Contractor still maintains in any form. Contractor shall retain no copies of such PHI. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of this Agreement to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of the Contractor, its subcontractor(s), or its agent(s).

#### 17. MISCELLANEOUS PROVISIONS:

- A. The DSH makes no warranty or representation that compliance by the Contractor with this Agreement that the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.
- B. Assistance in Litigation or Administrative Proceedings. The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligations under this Agreement, available to the DSH at no cost to the DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the DSH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable Federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of this Agreement to any HIPAA regulation relates to that section in effect or as amended.

F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of this Agreement.

#### 18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

A. DSH may immediately terminate this Agreement if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which the Contractor is a party.

# EXHIBIT F INSURANCE REQUIREMENTS

#### 1. APPLICABLE LIABILITY INSURANCE:

- A. The insurance and/or bonds identified below with a marked box are a required part of this Agreement, and only the marked boxes have any force or effect under this Agreement. Except as set forth below, evidence of liability insurance coverage, in the form of a certificate acceptable to the State of California and the DSH, shall be provided prior to the execution of this Agreement and the commencement of services.
- B. The DSH reserves the right, at its sole discretion, to cancel a proposed award to the Contractor which does not submit all required insurance documents in a timely manner. Should the DSH cancel a proposed award for this reason, the DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible provider.

## Commercial General Liability:

Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought.

Should the Contractor use a subcontractor to complete a portion of this Agreement, the Contractor shall include the subcontractor as an additional named insured under the Contractor's policy, or represents and warrants that each subcontractor is insured under their own Commercial General Liability policy at the amounts specified herein. The Contractor shall supply evidence of the subcontractor's insurance to the DSH upon request.

**Requirement to Insure the State:** Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

Policy Endorsement: Contractor, when providing a signed contract to the DSH and unless otherwise directed by the DSH, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy (Form CG 20 10 11 85 or as broad as), or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

Pollution/Environmental Impairment Liability:
Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily
injury, property damage and environmental damage resulting from pollution or hazardous materials and related cleanup costs incurred, arising out of the work or services to be
performed under this Agreement. Coverage shall be provided for both work performed on
site, as well as during the transportation or disposal of hazardous materials. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.
shall maintain innes of not less than \$1,000,000 per claim and \$2,000,000 aggregate.
Requirement to Insure the State: Contractor is required to name the "State of California,
its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:
ensure that the following requirement(s) are met.

• **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy, or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

#### Motor Vehicle Liability:

Contractor shall maintain motor vehicle liability insurance with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by the Contractor during the provision of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

**Requirement to Insure the State:** Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

Policy Endorsement: Contractor, when providing a signed contract to the DSH
and unless otherwise specified, shall provide proof that the Contractor has insured
the State of California, its officers, employees, and agents. This proof shall come in
the form of an endorsement to the Contractor's insurance policy, or in the form of a
copy of the Contractor's current insurance policy that shows that the policy insures
all parties required to be insured by this Agreement.

## Professional Liability:

Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional actually performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical

professionals meeting this requirement. Evidence of compliant insurance shall be provided to the DSH prior to the commencement of services.

#### Performance Bond:

Contractor shall obtain and maintain a performance bond of not less than the contract price of this Agreement, which shall be executed by a California-admitted surety insurer. Bonds not so-executed shall be rejected. Contractor shall submit two (2) executed copies on standard bonding company forms.

#### Payment Bond:

Contractor shall provide the DSH with a payment bond of not less than the contract price of this Agreement. The bond shall cover the costs of labor and materials provided by the Contractor's employees, subcontractors, and suppliers in the event that the contractor fails to pay the costs of labor and materials to those individuals or entities. In order to meet this requirement, Contractor shall submit two (2) executed copies of the Payment Bond Form (STD 807). A copy of the STD 807 can be found at: <a href="http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf">http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf</a>.

## 

If the Contractor is required by statute, regulation, or Court order, to provide Workers' Compensation and Employer's Liability Insurance for performance of services under this Agreement, Contractor shall carry and shall maintain sufficient and adequate insurance for all of its employees who shall be engaged in the performance of this Agreement. Contractor shall maintain Employer's Liability limits of not less than \$1,000,000 per claim. Failure to maintain the insurance pursuant to this clause shall be deemed a material breach of the Agreement and DSH may terminate this Agreement for cause.

If required by the DSH, in writing, Contractor shall furnish, within three (3) state business days following the DSH's request, either 1) a copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage; or 2) written confirmation, in a manner defined by the DSH, that workers' compensation coverage is not required.

Contractor also agrees to indemnify, defend and hold harmless the state of California, the DSH, its officers, agents and employees from any and all claims by the Contractor's employees, agents and/or anyone representing the Contractor, related to any non-performance of this section.

#### 2. TERM OF INSURANCE:

A. Insurance shall be in effect for the entire term of this Agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by the DSH at least ten (10) days prior to the expiration of the insurance.

#### 3. TERMINATION FOR NON-COMPLIANCE:

A. In the event Contractor fails to keep in effect at all times the specified insurance coverage, this failure shall be deemed a material breach of the Agreement and the DSH may, in addition to any other remedies it may have, terminate this Agreement with cause upon the occurrence of such event.

## 4. CERTIFICATE HOLDER AND SUBMISSION:

A. Certificates of liability insurance must name the DSH as a certificate holder and must be submitted to the following address:

Department of State Hospitals – Coalinga Attention: Procurement-Contracts 24511 W. Jayne Ave P.O. Box 5000 Coalinga, CA 93210 Fax: 559-935-7319

## 5. SELF-INSURANCE REQUIREMENTS:

- A. If the Contractor is a California governmental entity, Contractor is not required to provide proof of insurance.
- B. For all other Contractors, for <u>Workers' Compensation insurance</u>, the Contractor must be listed on the Department of Industrial Relations website as having a Certificate of Consent to Self-Insure.
- C. For all other Contractors, for all other insurance categories, the Contractor must provide:
  - i. A cover letter from the Contractor's risk manager (or similar position) providing a description of the self-insurance plan for the types of coverage required in this Agreement. The description must detail what is covered by the plan and identify the source of funds for financing the plan.
  - ii. An audited financial report from the most recent quarter, along with any applicable accounting letters relative to the report.
  - iii. Evidence of firm having current equity of at least \$5,000,000 and current net profit of at least \$500,000.
  - iv. A signed written statement from the Contractor's Certified Public Accountant (CPA) indicating the firm's annual net profit for the prior four (4) years has been a minimum of \$500,000.
- D. Contractor agrees to submit to the DSH evidence of, upon request by the DSH, and the DSH reserves the right to verify, or cause to be verified, the source of funds for financing the self-insurance plan. The DSH also reserves the right to require subsequent assistance from the Contractor's risk manager to provide explanations of aspects of the self-insurance plan which need clarification. Upon request by the DSH, Contractor shall provide additional reasonable assurances and documentation to the DSH of its ability to meet the requirements to self-insure.
- E. Contractors which are self-insured for a specific type of insurance do not need to add the State as an additional insured.

# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

Subject: Consider and Award Contract for 7th Street and Mountainview Street Rehabilitation

Project

Meeting Date: February 17, 2022

From: Marissa Trejo, City Manager

**Prepared by:** Sean Brewer, Assistant City Manager

#### I. RECOMMENDATION:

It is recommended that the Coalinga City Council:

- Award a Contract in the amount of \$406,007.00 to R.J. Berry Jr., Inc., 2020 High St., Suite B, Selma, CA 93662 for the 7th Street and Mountainview Street Rehabilitation Project.
- It is also recommended that a contingency of 10% (\$40,600.70) be included in the Council action to cover any unforeseen incidentals for a total authorization amount of \$446,607.70.

#### II. BACKGROUND:

In February 2021, the Coalinga City Council directed staff to prepare engineering plans and specifications and authorized a call for bids for the 7th Street Rehabilitation Project. The project includes demolition of existing improvements, sawcutting, roadway excavation and grading, installation of curb and gutter, sidewalk, alley approach, driveway approach, A.C. pavement, aggregate base, sidewalk drain pipe, storm drain inlet, existing utility lid adjustment, thermoplastic striping, thermoplastic pavement markings, and construction surveying. The engineers estimate was \$331,800.00.

The secondary scope of work, ADD ALTERNATE BID, included the rehabilitation of Mountain View between Washington Street and College Avenue in Coalinga, CA. The work entails construction surveying, demolition of existing concrete improvements, roadway excavation and grading, placement of aggregate base and asphalt concrete pavement sections, construction of concrete sidewalk, curb and gutter, curb ramps, valley gutter, and drive approaches, adjustment of existing utility lids and sewer manholes, and placement of striping. The engineers estimate is \$104,590.00.

#### III. DISCUSSION:

City Staff received and opened six bids for this project on February 8, 2022, at 2:00 p.m.. R.J. Berry Jr., Inc., was the apparent low bidder with a total bid proposal of \$406,007.00. The Engineer's Estimate was \$436,390.00 including the Add Alternate. The entire bid summary is included as Attachment "A". R.J. Berry Jr., Inc., has furnished the required bid bond. If the City Council decides to award the project to R.J. Berry Jr., Inc., and the "Notice to Proceed" is issued, the contractor will have 40 working days to complete the work. 65 working days if the Add Alternate is included. The following is a tentative schedule:

Award of Contract: February 17, 2022

Start of Construction: March 28, 2022

Construction Completion: May 23, 2022 (40 working days)

Complete w/Mt. View June 27, 2022(+25 working days) Add Alternate 1

#### IV. ALTERNATIVES:

• The alternative to this council action would be to reject all bids. If all bids are rejected, the City would have to re-advertise or cancel the project. Staff believes that re-advertising the project will not result in lower bids.

#### V. FISCAL IMPACT:

Total authorization request for this contract is \$406,007.00 with an additional 10% contingency of \$40,600.70 for a total of \$446,607.70. This project is funded by \$347,864.00 in RDA Bond Proceeds and the remaining \$98,743.70 will be derived from local street funds. There will be no fiscal impact to the General Fund.

#### ATTACHMENTS:

	File Name	Description
D	2893_Bid_Summary.pdf	Bid Summary
D	2893_Bid_Results.pdf	Bid Results

## ATTACHMENT "A" Bids 1-6

# City of Coalinga 7th Street Rehabilitation

	003 / #2893				1		T. W. (C.	2	D 15		G ID	4		AID	5	C ( 137	6
Base Bi		<b>77.1.</b>	0.	F 1 (F)	R. J. Berr			nstruction, Inc.	·	gineering, Inc.		ite Pav			vation, Inc.		alley Asphalt
Item	Description	Unit	Qty.	Engineer's Est.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	e	Extension	Unit Price	Extension	Unit Price	Extension
1	MOBILIZATION / GENERAL REQUIREMENTS	LS	1	\$ 20,850.00	\$ 19,000.00	\$ 19,000.00	\$ 7,000.00	\$ 7,000.00	\$ 23,457.00	\$ 23,457.00	\$ 16,100.65	3	16,100.65	\$ 16,000.00	\$ 16,000.00	\$ 12,000.00	\$ 12,000.00
2	WORKER SAFETY	LS	1	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 1,575.00	\$ 1,575.00	\$ 1,725.00	\$	1,725.00	\$ 5,400.00	\$ 5,400.00	\$ 1,000.00	\$ 1,000.00
3	TRAFFIC CONTROL	LS	1	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,200.00	\$ 6,200.00	\$ 10,132.00	\$ 10,132.00	\$ 24,725.00	\$	24,725.00	\$ 17,000.00	\$ 17,000.00	\$ 8,200.00	\$ 8,200.00
4	DUST CONTROL	LS	1	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00	\$ 4,725.00	\$ 4,725.00	\$ 5,175.00	\$	5,175.00	\$ 515.00	\$ 515.00	\$ 1,000.00	\$ 1,000.00
5	CONSTRUCTION SURVEYING	LS	1	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,900.00	\$ 4,900.00	\$ 4,226.00	\$ 4,226.00	\$ 4,628.75	\$	4,628.75	\$ 4,300.00	\$ 4,300.00	\$ 4,250.00	\$ 4,250.00
6	TREE REMOVAL	EA	11	\$ 8,250.00	\$ 500.00	\$ 5,500.00	\$ 450.00	\$ 4,950.00	\$ 433.00	\$ 4,763.00	\$ 1,725.00	\$	18,975.00	\$ 1,200.00	\$ 13,200.00	\$ 450.00	\$ 4,950.00
7	CONCRETE REMOVAL AND DISPOSAL	CY	90	\$ 9,000.00	\$ 150.00	\$ 13,500.00	\$ 180.00	\$ 16,200.00	\$ 89.00	\$ 8,010.00	\$ 159.53	\$	14,357.70	\$ 250.00	\$ 22,500.00	\$ 234.00	\$ 21,060.00
8	ROADWAY EXCAVATION & GRADING	CY	1,160	\$ 29,000.00	\$ 35.00	\$ 40,600.00	\$ 40.00	\$ 46,400.00	\$ 19.90	\$ 23,084.00	\$ 31.08	\$	36,052.80	\$ 47.00	\$ 54,520.00	\$ 44.00	\$ 51,040.00
9	HOT MIX ASPHALT TYPE A (HMA-A)	TON	340	\$ 40,800.00	\$ 100.00	\$ 34,000.00	\$ 105.00	\$ 35,700.00	\$ 107.50	\$ 36,550.00	\$ 115.39	\$	39,232.60	\$ 105.00	\$ 35,700.00	\$ 115.00	\$ 39,100.00
10	AGGREGATE BASE CLASS II	TON	1,190	\$ 41,650.00	\$ 35.00	\$ 41,650.00	\$ 35.00	\$ 41,650.00	\$ 33.00	\$ 39,270.00	\$ 24.11	\$	28,690.90	\$ 38.00	\$ 45,220.00	\$ 30.00	\$ 35,700.00
11	CONCRETE 6" CURB & GUTTER	LF	590	\$ 17,700.00	\$ 31.00	\$ 18,290.00	\$ 40.00	\$ 23,600.00	\$ 43.20	\$ 25,488.00	\$ 36.34	\$	21,440.60	\$ 36.00	\$ 21,240.00	\$ 47.00	\$ 27,730.00
12	CONCRETE SIDEWALK	SF	4,650	\$ 46,500.00	\$ 8.00	\$ 37,200.00	\$ 10.00	\$ 46,500.00	\$ 7.50	\$ 34,875.00	\$ 5.95	\$	27,667.50	\$ 8.50	\$ 39,525.00	\$ 7.50	\$ 34,875.00
13	CONCRETE DRIVEWAY APPROACH	SF	620	\$ 9,300.00	\$ 11.00	\$ 6,820.00	\$ 12.00	\$ 7,440.00	\$ 14.70	\$ 9,114.00	\$ 9.81	\$	6,082.20	\$ 12.00	\$ 7,440.00	\$ 24.50	\$ 15,190.00
14	FLEXIBLE POROUS PAVING	SF	290	\$ 18,850.00	\$ 28.00	\$ 8,120.00	\$ 27.00	\$ 7,830.00	\$ 28.50	\$ 8,265.00	\$ 31.05	\$	9,004.50	\$ 30.00	\$ 8,700.00	\$ 30.00	\$ 8,700.00
15	SIDEWALK DRAIN PIPE	LF	30	\$ 1,950.00	\$ 20.00	\$ 600.00	\$ 20.00	\$ 600.00	\$ 84.00	\$ 2,520.00	\$ 63.25	\$	1,897.50	\$ 66.00	\$ 1,980.00	\$ 60.00	\$ 1,800.00
16	48" STORM DRAIN MANHOLE	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	\$ 4,521.00	\$ 4,521.00	\$ 8,855.00	\$	8,855.00	\$ 7,500.00	\$ 7,500.00	\$ 7,015.00	\$ 7,015.00
17	12" RGRCP CLASS IV	LF	15	\$ 2,250.00	\$ 100.00	\$ 1,500.00	\$ 215.00	\$ 3,225.00	\$ 231.00	\$ 3,465.00	\$ 230.00	\$	3,450.00	\$ 255.00	\$ 3,825.00	\$ 630.00	\$ 9,450.00
18	TYPE "II" STORM DRAIN INLET	EA	1	\$ 6,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 5,639.00	\$ 5,639.00	\$ 9,142.50	\$	9,142.50	\$ 7,500.00	\$ 7,500.00	\$ 7,325.00	\$ 7,325.00
19	ADJUST EXISTING VALVE/METER BOX	EA	8	\$ 6,400.00	\$ 800.00	\$ 6,400.00	\$ 200.00	\$ 1,600.00	\$ 297.00	\$ 2,376.00	\$ 977.50	\$	7,820.00	\$ 1,015.00	\$ 8,120.00	\$ 1,060.00	\$ 8,480.00
20	ADJUST EXISTING MANHOLE	EA	1	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 2,408.00	\$ 2,408.00	\$ 1,150.00	\$	1,150.00	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00	\$ 2,400.00
21	TRAFFIC STRIPING & MARKINGS	LS	1	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,600.00	\$ 2,600.00	\$ 2,719.00	\$ 2,719.00	\$ 2,530.00	\$	2,530.00	\$ 2,800.00	\$ 2,800.00	\$ 2,590.00	\$ 2,590.00
22	24" BOX STREET TREE	EA	19	\$ 19,000.00	\$ 625.00	\$ 11,875.00	\$ 600.00	\$ 11,400.00	\$ 642.00	\$ 12,198.00	\$ 703.80	\$	13,372.20	\$ 650.00	\$ 12,350.00	\$ 615.00	\$ 11,685.00
23	IRRIGATION SERVICE, VALVE ASSEMBLIES, AND CONTROLL	LS	1	\$ 6,500.00	\$ 20,000.00	\$ 20,000.00	\$ 13,000.00	\$ 13,000.00	\$ 15,893.00	\$ 15,893.00	\$ 19,200.40	\$	19,200.40	\$ 18,000.00	\$ 18,000.00	\$ 13,700.00	\$ 13,700.00
24	1" SCH. 40 PVC IRRIGATION LINE	LS	1	\$ 6,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00	\$ 1,100.00	\$ 1,163.00	\$ 1,163.00	\$ 1,274.20	\$	1,274.20	\$ 1,200.00	\$ 1,200.00	\$ 1,108.00	\$ 1,108.00
25	ROOT WATERING SYSTEM WITH BUBBLER	EA	38	\$ 7,600.00	\$ 125.00	\$ 4,750.00	\$ 120.00	\$ 4,560.00	\$ 126.00	\$ 4,788.00	\$ 138.00	\$	5,244.00	\$ 125.00	\$ 4,750.00	\$ 120.00	\$ 4,560.00
	Base Bid Summary			\$ 331,800.00		\$ 305,805.00		\$ 300,405.00		\$ 291,224.00		\$	327,794.00		\$ 360,485.00		\$ 334,908.00
Item	Description - ADD ALTERNATE - MT. VIEW	Unit	Qty.	Engineer's Est.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price		Extension	Unit Price	Extension	Unit Price	Extension
26	MOBILIZATION / GENERAL REQUIREMENTS	LS	1	\$ 6,800.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 9,790.00	\$ 9,790.00	\$ 5,750.82	\$	5,750.82	\$ 2,050.00	\$ 2,050.00	\$ 3,500.00	\$ 3,500.00
27	WORKER SAFETY	LS	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 1,040.00	\$ 1,040.00	\$ 1,725.00	\$	1,725.00	\$ 515.00	\$ 515.00	\$ 1,000.00	\$ 1,000.00
28	TRAFFIC CONTROL	LS	1	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 7,306.00	\$ 7,306.00	\$ 14,637.20	\$	14,637.20	\$ 9,300.00	\$ 9,300.00	\$ 4,300.00	\$ 4,300.00
29	DUST CONTROL	LS	1	\$ 700.00	\$ 1,000.00	\$ 1,000.00	\$ 150.00	\$ 150.00	\$ 2,756.00	\$ 2,756.00	\$ 4,025.00	\$	4,025.00	\$ 515.00	\$ 515.00	\$ 750.00	\$ 750.00
30	CONSTRUCTION SURVEYING	LS	1	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,264.00	\$ 4,264.00	\$ 4,715.00	\$	4,715.00	\$ 4,100.00	\$ 4,100.00	\$ 4,100.00	\$ 4,100.00
31	CONCRETE REMOVAL AND DISPOSAL	CY	56	\$ 5,600.00	\$ 150.00	\$ 8,400.00	\$ 180.00	\$ 10,080.00	\$ 91.50	\$ 5,124.00	\$ 86.25	\$	4,830.00	\$ 200.00	\$ 11,200.00	\$ 358.00	\$ 20,048.00
32	ROADWAY EXCAVATION AND GRADING	CY	168	\$ 4,200.00		\$ 11,760.00		\$ 6,720.00		\$ 13,272.00		\$	5,796.00		\$ 25,200.00	\$ 126.00	\$ 21,168.00
33	HOT MIX ASPHALT TYPE A (HMA-A)	TON	131	\$ 15,720.00		\$ 13,100.00	\$ 105.00 \$ 50.00	\$ 13,755.00	\$ 124.00 \$ 48.00	\$ 16,244.00	\$ 164.33 \$ 40.57	\$	21,527.23		\$ 17,685.00	\$ 186.00	\$ 24,366.00
34	AGGRAGATE BASE CLASS II CONCRETE 6" CURB AND GUTTER	TON LF	322 424	\$ 11,270.00 \$ 14,840.00		\$ 11,270.00 \$ 13,144.00	\$ 40.00	\$ 16,100.00 \$ 16,960.00	\$ 48.00	\$ 15,456.00 \$ 19,928.00		<u>\$</u>	13,063.54 15,967.84		\$ 14,490.00 \$ 15,264.00	\$ 49.50 \$ 53.00	\$ 15,939.00 \$ 22,472.00
36	CONCRETE & CORB AND GOTTER  CONCRETE SIDEWALK	SF	325	\$ 3,250.00		\$ 2,600.00	\$ 10.00	\$ 3,250.00	\$ 12.60	\$ 4,095.00	\$ 7.14	\$	2,320.50		\$ 4,225.00	\$ 35.00	\$ 11,700.00
37	CONCRETE CURB RAMP	SF	365	\$ 9,125.00		\$ 6,935.00	\$ 21.00	\$ 7,665.00	\$ 22.00	\$ 8,030.00	\$ 23.03	\$	8,405.95	\$ 25.00	\$ 9,125.00	\$ 43.00	\$ 15,695.00
38	CONCRETE VALLEY GUTTER	SF	865	\$ 12,975.00		\$ 11,245.00	\$ 13.00	\$ 11,245.00	\$ 14.00	\$ 12,110.00	\$ 10.44	\$	9,030.60	\$ 12.00	\$ 10,380.00	\$ 20.00	\$ 17,300.00
39	CONCRETE DRIVEWAY APPROACH	SF	468	\$ 9,360.00		\$ 5,148.00	\$ 12.00	\$ 5,616.00	\$ 16.50	\$ 7,722.00	\$ 10.24	\$	4,792.32	\$ 12.00	\$ 5,616.00	\$ 29.00	\$ 13,572.00
40	ADJUST EXISTING VALVE/METER BOX	EA	2	\$ 1,500.00		\$ 1,600.00	\$ 900.00	\$ 1,800.00	\$ 514.00	\$ 1,028.00	\$ 977.50	\$	1,955.00	\$ 1,015.00	\$ 2,030.00	\$ 1,020.00	\$ 2,040.00
41	ADJUST EXISTING MANHOLE	EA	1	\$ 1,250.00		\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 2,604.00	\$ 2,604.00	\$ 1,150.00	\$	1,150.00	\$ 1,200.00	\$ 1,200.00	\$ 2,065.00	\$ 2,065.00
42	TRAFFIC STRIPING & MARKINGS	LS	1	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,040.00	\$ 1,040.00	\$ 2,530.00	\$	2,530.00	\$ 1,050.00	\$ 1,050.00	\$ 1,000.00	\$ 1,000.00
	ADD ALTERNATE Bid Summary			\$ 104,590.00		\$ 100,202.00		\$ 108,541.00		\$ 131,809.00			122,222.00		\$ 133,945.00		\$ 181,015.00
	Base & Add Alternate Bid Summary			\$ 436,390.00		\$ 406,007.00		\$ 408,946.00		\$ 423,033.00		\$	450,016.00		\$ 494,430.00		\$ 515,923.00



Bid Results City of Coalinga 7th Street Rehabilitation Project No. PW 21-003 / #2893 CITY OF COALINGA
The Sunny Side of the Valley

Bid Date: February 8, 2022

2:00 PM, Tri City Engineering

	Bidder	Base Bid
1	R.J. Berry Jr., Inc.	\$406,007.00
2	Terra West Construction, Inc.	\$408,946.00
3	Bush Engineering, Inc.	\$423,033.00
4	Seal Rite Paving	\$450,016.00
5	A.J. Excavation, Inc.	\$494,430.00
6	Central Valley Asphalt	\$515,923.00
7		

Sub List
Fresno Concrete Construction, Fresno
Rainscape, Visalia
Central Valley Striping, Lindsay
Guida Surveying, Fresno
Castellanos Services, Selma

# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Approve Tactical Diversion Task Force Agreement between the Coalinga Police

Department and DEA Tactical Diversion Squad

Meeting Date: Thursday, February 17, 2022

From: Marissa Trejo, City Manager

Prepared by: Marissa Trejo, City Manager

#### I. RECOMMENDATION:

Interim Police Chief and City Manager recommend approving the Tactical Diversion Task Force Agreement between the Coalinga Police Department and DEA Tactical Diversion Squad.

#### II. BACKGROUND:

#### III. DISCUSSION:

The term of the Agreement shall be effective until September 30, 2022. This agreement may be terminated by either party on thirty days' advance written notice.

#### **IV. ALTERNATIVES:**

Do not approve (not recommended)

#### V. FISCAL IMPACT:

The City of Coalinga staffs the position in the referenced Agreement with one of the five Sergeant positions authorized for the department. The annual budgeted amount for the assigned position is \$155,874. This position is already authorized and budgeted within the General Fund.

#### ATTACHMENTS:

 $\begin{array}{ccc} & & File \; Name & & Description \\ & & DEA.pdf & & Agreement \end{array}$ 

# FISCAL YEAR 2022 TACTICAL DIVERSION TASK FORCE AGREEMENT BETWEEN THE COALINGA POLICE DEPARTMENT (CA0100200) AND DEA TACTICAL DIVERSION SQUAD (FRESNO)

This agreement is made this 1st day of October, 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Coalinga Police Department - ORI# CA0100200 (hereinafter "CPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the <u>San Francisco Bay Area</u> and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the <u>San Francisco Bay Area</u>, the parties hereto agree to the following:

- 1. The <u>Tactical Diversion Squad (Fresno)</u> will perform the activities and duties described below:
- a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the San Francisco Bay Area;
- b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and
- c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of <u>California</u>.
- 2. To accomplish the objectives of the <u>Tactical Diversion Squad (Fresno)</u>, the <u>Coalinga Police Department</u> agrees to detail <u>one (1)</u> experienced officers to the <u>Tactical Diversion Squad (Fresno)</u> for a period of not less than two years. During this period of assignment, the <u>one (1) Coalinga Police Department Officer</u> will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.
- 3. The one (1) Coalinga Police Department Officer assigned to the <u>Tactical Diversion Squad</u> (<u>Fresno</u>) shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4. The one (1) Coalinga Police Department Officer assigned to the <u>Tactical Diversion Squad</u> (<u>Fresno</u>) shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
- 5. To accomplish the objectives of the <u>Tactical Diversion Squad (Fresno)</u>, DEA will assign <u>three</u> (3) Special Agents and one (1) <u>Diversion Investigator</u> to the <u>Tactical Diversion Squad (Fresno)</u>.

Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The <u>Coalinga Police Department</u> acknowledges that this agreement will not take effect and no Federal funds will be awarded to the <u>Coalinga Police Department</u> by DEA until the completed certification is received.

- 12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the Coalinga Police Department shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
- 13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2022. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by the Coalinga Police Department during the term of this agreement.

Wade R. Shannon

Name

Special Agent in Charge (SAC)

Title

For the Coalinga Police Department (ORI # CA0100200)

Out Blate

Name

Date: 9/2/2021

Date: 9/2/2021

# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Approve Amendment to the Memorandum of Understanding between the City of

Coalinga and the Coalinga Police Officers' Association and Approve the February

17, 2022 Side Letter

Meeting Date: Thursday, February 17, 2022

From: Marissa Trejo, City Manager

Prepared by: Marissa Trejo, City Manager

#### I. RECOMMENDATION:

City Manager recommends Council Approve Amendment to the Memorandum of Understanding between the City of Coalinga and the Coalinga Police Officers' Association and Approve the February 17, 2022 Side Letter.

#### II. BACKGROUND:

The current Memorandum of Understanding (MOU) between and for the City of Coalinga and Coalinga Police Officers' Association is in effect through June 30, 2024.

Members of the Coalinga Police Officer's Association have expressed concerns regarding the City's inability to recruit quality officers and regarding high employee turnover.

#### III. DISCUSSION:

The City made an offer to the Coalinga Police Officers' Association, as outlined in the attached Amendment, and the offer was accepted.

#### IV. ALTERNATIVES:

Do not approve (not recommended)

#### V. FISCAL IMPACT:

Approximately \$215,736 unbudgeted in the General Fund, however, this amount will likely be offset by the unanticipated rise in overtime, applicant livescans, polygraphs, backgrounds, psychological evaluations, physicals and drug screens due to high employee turnover and our current vacancies.

#### ATTACHMENTS:

	File Name	Description
D	CPOA_Side_Letter.doc	Side Letter
D	MOU Proposed Amendment 021722.pdf	MOU - Amended

#### CITY OF COALINGA

OFFICE OF THE CITY MANAGER PHONE (559) 935-1533, X111 EMAIL MTREJO@COALINGA.COM

TO: CPOA

**FROM:** MARISSA TREJO, CITY MANAGER

SUBJECT: SIDE LETTER (PENDING COUNCIL APPROVAL)

**DATE:** FEBRUARY 17, 2022



#### **MEMORANDUM**

Effective February 17, 2022:

The City of Coalinga agrees to provide a temporary commuting stipend to sworn members of the Coalinga Police Officers' Association as follows:

"All employees permitted to be assigned a take home vehicle per the department's policy will be. For those who are sworn employees and not permitted to be assigned a take home vehicle, the City will provide a temporary commuting stipend of three hundred dollars (\$300.00) per month for a period of six (6) months to allow the City to explore electric vehicle grants. The stipend will be payable at the end of each month the employee works a full month."

City	Date	Association	Date
		Association	Date

## Amendment to the Memorandum of Understanding

#### Between

# the City of Coalinga and the Coalinga Police Officers' Association 2022-2025

This Amendment is entered into this 17th day of February, 2022, by and between the City of Coalinga (hereinafter "City"), a political division of the State of California, and the Coalinga Police Officers' Association (hereinafter "Association"), a formally recognized representative of Coalinga employees in the Coalinga Police Officer's Association bargaining unit.

It is the intention of the City and the Association, during the term of this Agreement to review and synthesize existing Memoranda of Understanding (MOU) and any Amendments thereto creating an all-inclusive replacement document to be approved and implemented by the Association membership and City Council and to serve as the core document addressing terms and conditions of employment for this bargaining unit.

Except as herein specifically modified or through the process of "Meet and Confer" where mutual agreement is reached, all existing ordinances, resolutions, and policies of the City, pertaining to the employment relationship, shall remain in full force and effects, unchanged and unaffected during the term of this Agreement.

No alteration, understanding, variation, waiver, or modification of any terms and/or conditions covered by this Agreement, or any preceding MOU or Amendment, shall, in any manner, be binding upon the parties hereto unless made and executed in writing by all parties, and, if required, approved and implemented by the membership of the Association and City Council.

#### WITNESSETH:

Whereas the City and the Association previously entered into a Memorandum of Understanding (MOU) effective July 1, 2021, through June 30, 2024, and the parties, having met and conferred in good faith, now wish to further amend and extend that Agreement as follows:

## 1. A 10% Pay Increase for Police Officers (Section 7.02)

Add Language to Section 7.02. Salary Adjustment: "Police Officers shall receive a salary increase of 10.0% effective February 28, 2022."

## 2. A 5% Pay Increase for Police Corporals (Section 7.02)

Add Language to Section 7.02. Salary Adjustment: "Police Corporals shall receive a salary increase of 5.0% effective February 28, 2022."

#### 3. A 5% Pay Increase for Police Sergeants (Section 7.02)

Add Language to Section 7.02. Salary Adjustment: "Police Sergeants shall receive a salary increase of 5.0% effective February 28, 2022."

# 4. A NEW Annual Physical Fitness Incentive of \$500 (Will become Section 9.10)

Add Section 9.10. Add Language to Section 9.10. Physical Fitness Incentive:

"On or about each May, the City will host an annual physical fitness test on two separate dates for sworn POA members. If the employee is scheduled to work on both dates, the City will ensure the employee is provided coverage on one of the dates in order to participate. While all employees are encouraged to participate, testing will be voluntary. Standards to be tested will be the Cooper Institute's recommendations for law enforcement. Tests will be administered by an outside party. Employees who successfully pass the test will receive a \$500 annual physical fitness incentive. Employees may test up to one (1) time per fiscal year."

# 5. Educational Achievement Compensation/Training Incentive Pay (Section 7.04)

Amend Language to Section 7.04. Educational Achievement Compensation/Training Incentive Pay. Subsection B. Educational Achievement Compensation: Effective February 28, 2022:

"B. Educational Achievement Compensation for Police Science, Criminal Justice and/or related fields of study that pertain to the services provided by the Coalinga Police Department shall be as follows for all employees irrespective of rank and pay grade.

- 1. Associate of Arts/Associate of Science two and one half percent (2.5%) above base pay, or
- 2. Bachelor of Arts/Bachelor of Science five percent (5%) above base pay."

# 6. Bilingual Pay (Will become Section 7.09)

Add Section 7.09. Add Language to Section 7.09. Bilingual Pay: Effective February 28, 2022:

"When a sworn employee is required to use bilingual skills on a continuous basis outside of his/her normal and typical job duties, that employee shall be granted \$200.00 per month for use of that skill. The City Manager shall determine the necessity of the use of bilingual skills and the Personnel Officer shall arrange for testing of employees interested in receiving bilingual pay prior to granting of this amount."

## 7. Longevity Pay (Section 7.05)

Add Language to Section 7.05. Longevity Pay:

Effective February 28, 2022:

"Beginning the pay period following the fifth (5th) anniversary date of service to the City, a sworn employee shall be entitled to longevity pay of one and one half percent (1.5%) above base pay. Beginning the pay period following the tenth (10th) anniversary date of service to the City, a sworn employee shall be entitled to an additional one and one half percent (1.5%) above base pay. Beginning the pay period following the fifteenth (15th) anniversary date of service to the City, a sworn employee shall be entitled to an additional one and one half percent (1.5%) above base pay. Longevity pay only applies if the employee has had no safety violations or formal disciplinary action (Letter of Reprimand or above) in the most recent 12 month period immediately preceding the pay and an overall rating of competent on the most recent annual performance evaluation."

#### 8. Training Pay (Section 7.06)

Amend Language to Section 7.06. Training Pay. Subsection A. Effective February 28, 2022:

"A. Police Officers designated as Field Training Officers for trainees will be additional compensated at a flat rate of one hundred and fifty dollars (\$150.00) per month. Such designation will be on a monthly basis at the discretion of the Police Chief, and shall be made in writing and shall specify the nature of the assignment as well as the beginning and ending date of the training assignment. Both the Human Resources and Financial Services Department shall be provided with a copy of any such written directive. Sergeants and Corporals are ineligible for field training officer pay because the prescribed duty of these positions includes such field training and/or the supervision of those providing the training."

#### 9. Canine Officer Pay (Section 7.07)

Amend Language to Section 7.07. Canine Officer Pay. Subsection A: Effective February 28, 2022:

A. "The City agrees to provide compensation of four hundred dollars (\$400.00) per month to Officers, Corporals or Sergeants designated by the Chief of Police as Canine Handlers, effective upon assignment by the Chief of Police and continuing until assignment is completed."

#### 10. Explorer Advisor Pay (Will become Section 7.10)

Add Section 7.10. Add Language to Section 7.10. Explorer Advisor Pay: Effective February 28, 2022:

"Employees assigned as Explorer Advisors will receive comp time in lieu of overtime for actual time worked associated with Explorer meetings (up to 2 hours per week) and compensation in the amount of one and one half percent (1.5%) for the duration of the Explorer Advisor assignment. No more than two (2) employees can be assigned as Explorer Advisors at one time. As the program is reestablished, Explorer Advisors may be assigned up to four (4) weeks prior to the start of the Explorer post to begin preparations."

### 11. Sign On Bonus (Will become Section 7.11)

Add Section 7.11. Add Language to Section 7.11. Sign On Bonus: Effective February 28, 2022:

"A. New Police Officers. New Police Officers hired by the City of Coalinga will be eligible for a \$10,000 Signing Bonus payable over five (5) years according to the following schedule: \$1,000 at the completion of the one-year probationary period, \$1,500 payable on the second anniversary date, \$2,000 payable on the third anniversary date, \$2.500 on the fourth anniversary date, and \$3,000 on the fifth anniversary date. To be eligible for the Sign On Bonus within the specified year, employees must receive a minimum average rating of "Competent" for the annual performance evaluation and have received no disciplinary action (Letter of Reprimand or above) within the specified year.

"B. Existing Police Officers, Police Corporals and Police Sergeants. Police Officers, Police Corporals and Police Sergeants currently employed by the City of Coalinga will be eligible for a \$10,000 Signing Bonus payable over five (5) years according to the following schedule: \$1,000 after one year from the effective date of the Agreement (February 17, 2022), \$1,500 payable on the second anniversary date from the effective date of the Agreement, \$2,000 payable on the third anniversary date from the effective date of the Agreement, \$2.500 on the fourth anniversary date from the effective date of the Agreement, and \$3,000 on the fifth anniversary date from the effective date of the Agreement. To be eligible for the Sign On Bonus within the specified year, employees must receive a minimum average rating of "Competent" for the annual performance evaluation and have received no disciplinary action (Letter of Reprimand or above) within the specified year."

## 12. Fitness Equipment Maintenance Allowance (Will be Section 9.11)

Add Section 9.11. Add Language to Section 9.11. Fitness Equipment Maintenance Allowance. "The parties agree the City will provide the Association with an annual stiped of \$2,000.00 on or about each August 1 to maintain Association physical fitness training equipment or training gear within the Association gym. The stipend must be used within the fiscal year or will be forfeited to the City. Once equipment is purchased, receipts/invoices will be provided to the Chief of Police or his/her designee to ensure the stipend was fully spend and only utilized for physical fitness training equipment or training gear for the Association gym."

#### 13. <u>Wages (Section 7.01)</u>

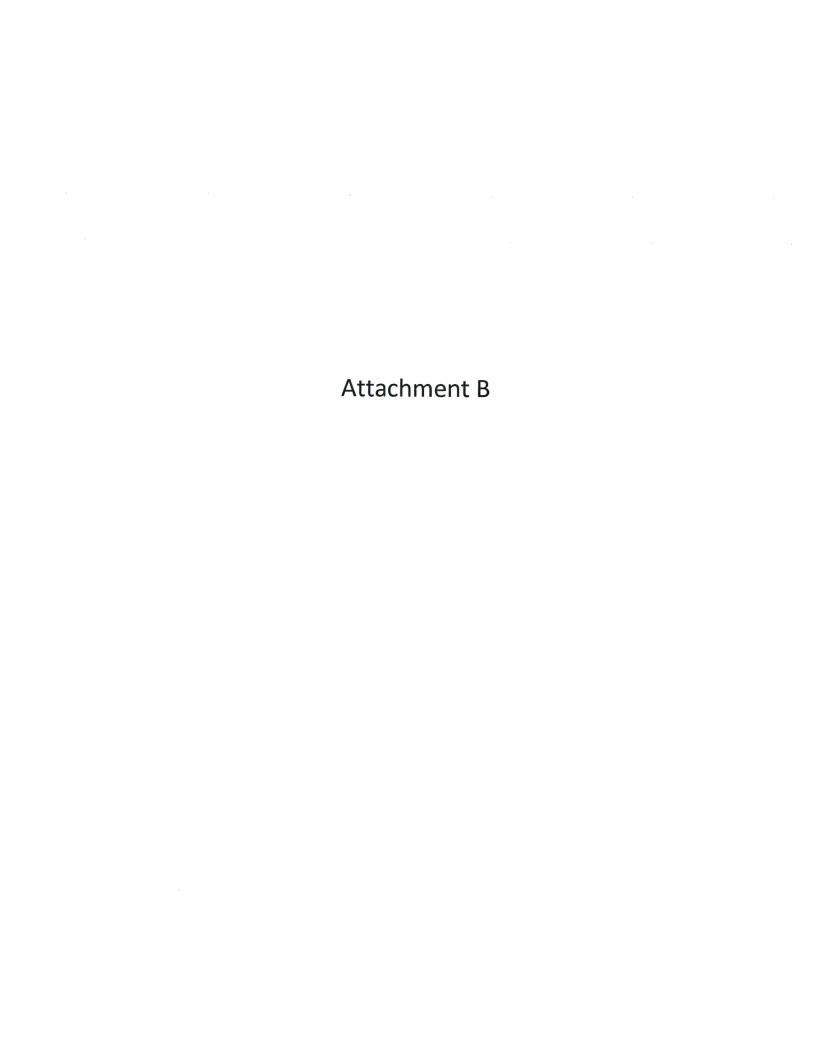
Based on changes to Section 7.02., Attachment A remains in effect for non-sworn employees. Attachment B will contain the pay schedules for sworn employees. Add Language to Section 7.01. Wages:

"The salary plan for sworn employees is located in Attachment B. Said salary plan shall remain in effect for all sworn job classifications throughout the term of this Agreement.

14.	Duration of Agreement	(Section 15.01)
	Amend I anguage to Section	

Amend Language to Section 15.01. Duration of Agreement:
"Except as set forth in this document, the MOU, its Amendments and Agreements, shall become
offsetive February 17, 2022 and 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
effective February 17, 2022, and shall remain in full force and effect through June 30, 2025."

City	Date	Association	Date
		Association	Date



City of Coalinga Police Pay Scale (CPOA Sworn)

Effective: February 28, 2022

Approved: February 17, 2022

Revised: February 17, 2022

<u>Grade</u>	<u>Position</u>	Step A	Step B	Step C	Step D	Step E	Step F
18	Police Officer		×				
	Annually	\$61,398.74	\$64,469.08	\$67,692.56	\$71,077.24	\$74,631.18	\$78,184.60
	Monthly	\$5,116.56	\$5,372.42	\$5,641.04	\$5,923.10	\$6,219.27	\$6,515.38
	Bi-Weekly	\$2,361.49	\$2,479.58	\$2,603.56	\$2,733.74	\$2,870.43	\$3,007.10
	Hourly	\$29.5186	\$30.9948	\$32.5445	\$34.1717	\$35.8804	\$37.5888
20	Police Corporal						
	Annually	\$67,692.56	\$71,077.24	\$74,631.18	\$78,184.60	\$82,094.22	\$86,198.93
	Monthly	\$5,641.04	\$5,923.10	\$6,219.27	\$6,515.38	\$6,841.19	\$7,183.24
	Bi-Weekly	\$2,603.56	\$2,733.74	\$2,870.43	\$3,007.10	\$3,157.47	\$3,315.34
	Hourly	\$32.5445	\$34.1717	\$35.8804	\$37.5888	\$39.4684	\$41.4417
22	Police Sergeant						
	Annually	\$74,631.18	\$78,184.60	\$82,094.22	\$86,198.93	\$94,817.32	\$99,558.19
	Monthly	\$6,219.27	\$6,515.38	\$6,841.19	\$7,183.24	\$7,901.44	\$8,2965.52
	Bi-Weekly	\$2,870.43	\$3,007.10	\$3,157.47	\$3,315.34	\$3,646.82	\$3,829.16
	Hourly	\$35.8804	\$37.5888	\$39.4684	\$41.4417	\$45.5852	\$47.8645

City of Coalinga Police Pay Scale (CPOA Sworn)

Effective: July 1, 2023

Approved: February 17, 2022

Revised: February 17, 2022

<u>Grade</u>	<u>Position</u>	Step A	Step B	Step C	Step D	Step E	Step F
18	Police Officer						-
	Annually	\$62,933.52	\$66,080.56	\$69,684.90	\$72,853.82	\$76,496.94	\$80,139.28
	Monthly	\$5,244.46	\$5,506.71	\$5,782.08	\$6,071.15	\$6,674.75	\$6,678.27
	Bi-Weekly	\$2,420.52	\$2,541.56	\$2,668.65	\$2,802.07	\$2,942.19	\$3,082.28
	Hourly	\$30.2565	\$31.7696	\$33.3581	\$35.0259	\$36.7774	\$38.5285
20	Police Corporal						
	Annually	\$69,684.90	\$72,853.82	\$76,496.94	\$80,139.28	\$84,146.66	\$88,353.72
	Monthly	\$5,782.08	\$6,071.15	\$6,674.75	\$6,678.27	\$7,012.22	\$7,362.81
	Bi-Weekly	\$2,668.65	\$2,802.07	\$2,942.19	\$3,082.28	\$3,236.41	\$3,398.22
	Hourly	\$33.3581	\$35.0259	\$36.7774	\$38.5285	\$40.4551	\$42.4777
22	Police Sergeant						
	Annually	\$76,496.94	\$80,139.28	\$84,146.66	\$88,353.72	\$97,187.48	\$102,047.14
	Monthly	\$6,674.75	\$6,678.27	\$7,012.22	\$7,362.81	\$8,098.96	\$8,503.93
	Bi-Weekly	\$2,942.19	\$3,082.28	\$3,236.41	\$3,398.22	\$3,737.98	\$3,924.89
	Hourly	\$36.7774	\$38.5285	\$40.4551	\$42.4777	\$46.7248	\$49.0611

# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Discussion, Direction and Potential Action regarding Reserve Police Officer

Program and Adopt Resolution No. 4067 Amending the Police Officer (Reserve) Job Description and Adopt Resolution No. 4068 Approving the Reserve Police

Pay Scale

Meeting Date: Thursday, February 17, 2022
From: Marissa Trejo, City Manager
Prepared by: Jose Garza, (i)Chief of Police

#### I. RECOMMENDATION:

The Police Chief is requesting approval from Council to add four part-time paid Reserve Police Officer Positions. City Manager also recommends.

#### II. BACKGROUND:

The primary purpose of the Reserve Police Officers' Program is to provide the community a support unit of trained and competent police officers. These officers supplement our regular personnel and can be used in the event of an emergency when manpower is critical. In the past, the Police Department has used Reserve Police Officers to help supplement patrol by handling calls for service, transporting prisoners to the Fresno County Jail, and assisting with special operations and community events. With budgetary constraints over the past years, the Police Department has given up those positions, both paid and non-paid, to help pay for full-time officer positions.

#### III. DISCUSSION:

The Police Department would like to add four paid Reserve Police Officer positions to help supplement patrol needs to assist in lowering the cost of overtime of full-time officers with staffing issues. This is a minimal cost position and would help increase the number of officers working without putting a strain on the budget. In addition, it allows those interested in law enforcement to get involved and serve as a Reserve Police Officer, while attending a modular-style Police Academy.

The paid Reserve Police Officers would be compensated at an "A" step Police Officer pay level (\$26.77 per hour). The Reserve Police Officers would be limited to 960 hours per fiscal year to make sure they stay under the full-time hours set by PERS.

#### IV. ALTERNATIVES:

None.

#### V. FISCAL IMPACT:

There would be a fiscal impact of approximately \$1,600 per fiscal year per officer for equipment. Also, depending on the number of hours worked for each Reserve Police Officer, there could be a fiscal impact of \$25,669.20 per Reserve Police Officer, who works the maximum of 960 hours throughout the fiscal year. The maximum fiscal impact would be \$1,600 + \$25,669.20 X 4 = \$109,076.80. This is unbudgeted and would impact the General Fund. However, the cost for the current fiscal year will likely be offset by full-time salaries from vacant positions as well as potentially reducing overtime expenses.

#### ATTACHMENTS:

	File Name	Description
D	RESO#4067_Police_Officer_Reserve_Job_Des_021722.pdf	Resolution No. 4067
D	Police_Officer_(Reserve)doc	Job Description
D	RESO#4068_Reserve_Police_Pay_Scale_021722.pdf	Resolution No. 4068
D	Police_Reserve_Pay_Scale_2.17.22.docx	Pay Scale

#### **RESOLUTION NO. 4067**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA AMENDING THE POLICE OFFICER (RESERVE) JOB DESCRIPTION

**WHEREAS**, the City Manager and her staff have presented the City Council with a revised Police Officer (Reserve) Job Description; and

**WHEREAS**, the Police Officer (Reserve) Job Description has been reviewed by the City Council and the City Council has determined that the Job Description is adequate and necessary; and

**WHEREAS**, the City Council has determined to approve the Police Officer (Reserve) Job Description.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coalinga as follows:

1. The Police Officer (Reserve) Job Description is hereby approved.

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2. The City Manager and her designees are authorized to implement and carry out the provisions of the Police Officer (Reserve) Job Description.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Coalinga held on the **17th day of February**, **2022**, by the following vote:

Shannon Jensen, City Clerk		
ATTEST:		
	Ron Ramsey, Mayor	
	APPROVED:	
ABSENT:		
ABSTAIN:		
NOES:		
AYES:		

# City of Coalinga

155 W. Durian Coalinga, CA 93210

# Police Officer (Reserve)

Pay Class: 1 Reserve Police FLSA Non-Exempt

# **DEFINITION**

Under general supervision of the Chief of Police, is responsible for day-to-day quality assurance in serving and protecting the citizens of Coalinga including but not limited to law enforcement, crime prevention, traffic flow and enforcing state and local traffic regulations; and completes other related work as required.

# **EXAMPLES OF ESSENTIAL DUTIES**

<u>NOTE</u>: Examples listed in this class specification represents but is not necessarily exhaustive or descriptive of duties assigned to this position. Each individual in this classification may not necessarily perform all the duties listed. Management reserves the right to assign other related tasks if such duties are a logical assignment for this position.

- Patrols the City in a radio car or on foot.
- Performs as a traffic officer, juvenile officer, investigator, and school resource officer.
- Investigates crimes.
- Apprehends law breakers.
- Transports prisoners to City and County jail.
- Serves warrants.
- Provides assistance to officers from other law enforcement agencies.
- Watches for disturbances and suspicious activities.
- Answers calls and investigates complaints.
- Secures evidence.
- Testifies in court.
- Books, fingerprints and photographs prisoners.
- Writes detailed and accurate reports of police duties and activities during each shift.
- Performs other required duties relative to police work.

## **DESIRABLE QUALIFICATIONS**

<u>NOTE</u>: The specifications listed below outline the <u>desirable</u> qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

**Education**: U.S. high school graduate; passed the GED test; passed the California High School

Proficiency Exam; or attained a two (2) year or four (4) year degree from an accredited

college or university.

P.O.S.T Basic Police Academy Certification or Certification per CA Penal Code

Section 832.6(a)(2) or 832.6(a)(1) must be obtained by time of appointment.

**Experience**: No former law enforcement experience required.

Licenses: Valid State of California Drivers License, Class C; must be insurable under the City's

insurance policy without the City incurring any additional premiums or costs.

Other: Must be at least twenty-one (21) years of age, a U.S. citizen or permanent resident

alien who is eligible for and has applied for citizenship; pass a polygraph; pass a thorough background investigation with no disqualifying criminal history; a physical

examination with drug test; and a psychological evaluation.

<u>NOTE</u>: It is the employee's responsibility to renew all applicable license(s). The City will reimburse the employee for any required training expenses.

### KNOWLEDGE, SKILLS AND ABILITIES

<u>NOTE</u>: The following are a representative sample of the KSA's necessary to perform essential tasks of the position.

<u>Knowledge of</u>: Familiarity with police methods and objectives; interest and enthusiasm for police work.

**Skill and Ability to**: Deal courteously with the public and work cooperatively with others; be alert and use good judgment; obtain a standard first aid/ Cardio Pulmonary Resuscitation (CPR) certificate; learn standard broadcasting procedures of the police radio system; learn laws of arrest pertinent to local and state laws; learn the use and care of firearms.

# <u>ATTITUDE</u>

Characterized by initiative, commitment to teamwork and quality performance, and a customerservice orientation; must interact in a positive manner with City employees and the public; willingness to follow a prescribed routine and to work as assigned.

# PHYSICAL AND PSYCHOLOGICAL REQUIREMENTS

<u>NOTE</u>: The physical and psychological demands described herein are representative of those that must be met by an employee to successfully perform the essential duties of this classification. Reasonable accommodations may be made to enable an individual with qualified disabilities to perform the essential functions of this job, on a case-by-case basis.

Tasks require a variety of physical activities periodically involving muscular strain related to walking, standing, stooping, sitting and reaching. Essential functions require talking, hearing and seeing. Mental application utilizes memory for details, emotional stability, discriminating thinking and creative problem solving. Frequent travel required in course of performing portions of job functions. Elements of the job pose various degrees of hazard uncertainty common to law enforcement.

Incumbents in this classification are required to work rotating shifts and assignments, and may be assigned to work overtime with little or no notice. Due to the varied and unpredictable nature of police work, incumbents may also be required to perform the following:

Measure distances using calibrated instruments such as when investigating traffic accidents or processing crime scenes; make precise arm-hand positioning movements and maintain static arm-hand position such as when sighting and shooting a firearm; direct traffic which requires continuous and repetitive arm-hand movements; use sufficient strength to enable incumbent to sprint, jump, or physically overcome resistance when chasing or apprehending suspects; coordinate the movement of more than one limb simultaneously such as when using a hand radio while driving a vehicle or searching a building with firearm drawn, flashlight on and opening and closing doors; bend or stoop repeatedly and continuously over time such as getting in and out of a patrol car or gathering evidence at crime scenes; patrol officers wear a 15 pound utility/gun belt which requires the continuous support from stomach and lower back muscles; a patrol officer typically spends 7-8 hours per day driving a vehicle which requires the continuous support of lower back muscles; climbing ladders and searching rooftops requires lifting arms above shoulder level and working at heights greater than ten feet; searching for suspects or lost persons may require walking over rough, uneven, slippery or rocky surfaces including fields, parks, hillsides and creeks; an officer is required to listen for alarms, screams, breaking glass or other suspicious and unusual noises that may require investigation; move heavy objects such as equipment (50 pounds and more), and lift and carry injured or intoxicated persons short and long distances; work outdoors in a variety of weather conditions with exposure to the elements; tolerate very hot and very cold temperatures; sit for extended periods of time and may or may not be able to change positions such as when sitting in a patrol vehicle, or performing surveillance; foot beat and search activities require walking for extended periods of time, unable to stop, sit or rest at will; crowd and traffic control duties require standing for extended periods of time, unable to sit or rest at will.

Approved by: _			
	Marissa Trejo, City Manager	Date	

#### **RESOLUTION NO. 4068**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA APPROVING THE RESERVE POLICE OFFICER PAY SCALE

**WHEREAS**, the governing body of the City of Coalinga is authorized to prepare, install, revise and maintain a position classification and compensation plan covering all positions in the competitive service;

# NOW, THEREFORE, BE IT RESOLVED,

1. That the City Council of the City of Coalinga hereby established pay scales for all employees in all classifications of employment described on the Reserve Police Pay Scale to be approved effective February 17, 2022.

The foregoing resolution was approved and adopted at a meeting of the City Council of the City of Coalinga held on the **17th day of February**, **2022**, by the following vote:

AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
	APPROVED:	
	Ron Ramsey, Mayor	
ATTEST:		
Shannon Jensen, City Clerk		

City of Coalinga Reserve Police Pay Scale

Effective: February 17, 2022

Approved: February 17, 2022

Revised: February 17, 2022

<u>Grade</u>	<u>Position</u>	Step A
1	Reserve Police Officer	
	Hourly	\$26.77