



CITY OF PITTSBURG AGENDA

December 03, 2018

**CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA**

**CLOSED SESSION
5:45 P.M.**

**REGULAR MEETINGS
7:00 P.M.**

**CITY COUNCIL
PITTSBURG ARTS AND COMMUNITY FOUNDATION
PITTSBURG POWER COMPANY
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II**

PRESIDING

**Dwaine “Pete” Longmire, Mayor/Chair
Sal Evola, Vice-Mayor/Chair
Juan Antonio Banales, Council Member/Board Member
Jelani Killings, Council Member/Board Member
Marilyn “Merl” Craft, Council Member/Board Member**

**FOR HOUSING AUTHORITY:
S.L. Floyd, Housing Authority Member
Annie Hill Herring, Housing Authority Member**

Pittsburg City Council meetings are held the first and third Mondays of each month at 7:00 p.m. The Housing Authority meets in conjunction with the City Council on the third Monday of each month. The Pittsburg City Council meets regularly in the Council Chamber at 65 Civic Avenue, unless otherwise noted above. The City Council also sits as the Board of Directors of several other City agencies. The stipends for all agency members conform to state statutes governing compensation amounts. All other Agencies meet on an as needed basis and will be listed above if applicable. Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except from noon to 1:00 p.m. and City holidays). The agenda and reports are also located on the City's website at www.ci.pittsburg.ca.us. Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

NOTICE TO PUBLIC (Attached)

COUNCIL COMMITTEES LIST (Attached)

COMMISSIONS/COMMITTEES MEETING SCHEDULE (Attached)

AUDIENCE REMARKS

The Audience Remarks period is for the public to comment on any items scheduled to be heard during the Closed Session portion of the meeting, if applicable.

5:45 P.M.

CONVENE IN CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Section 54956.8):

Property: 27 and 31 Marina Blvd., APN 085-071-046; Agency Negotiators: Garrett Evans; Negotiating Parties: Global Resources Trading LLC; Under negotiation: both price and terms of payment

Property: 670 Railroad Avenue; Pittsburg Arts and Foundation Negotiators: Janis Glover, Maria Aliotti; Negotiating Parties: Christian Drackett, Big Chop; Under negotiation: Both price and terms of payment

Property: 610 Railroad Avenue; Pittsburg Arts and Community Foundation Negotiators: Janis Glover, Maria Aliotti; Negotiating Parties: Tu Nguyen, CreAsian Bistro; Under negotiation: Both price and terms of payment

7:00 P.M.

CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CITY MANAGER REPORTS/REMARKS

The City Manager may make brief announcements or informal comments at this time and brief the Council on items of interest. (No Action Required)

CITIZENS REMARKS

Members of the audience who wish to address the City Council or Agency Boards on issues that are not scheduled for the agenda and on any items listed as part of the Consent Calendar should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. (No Action Required)

CITY COUNCIL MEETING

PUBLIC HEARING

2. Introduction and Waive First Reading of an Ordinance Amending Title 2 of the Pittsburg Municipal Code

The City Council approved a Handbook for City Advisory Bodies to guide and assist them in the performance of their duties. A revision to this Handbook was approved on November 19, 2018 necessitating an amendment to Title 2 of the Pittsburg Municipal Code. Staff recommends the City Council take comments and waive first reading of an Ordinance to update Title 2 of the Pittsburg Municipal Code.

CONSIDERATION

3. Adoption of a City Council Resolution Approving an Amendment to the Countywide Siting Element for the Addition of an Engineered Municipal Solid Waste Facility

The City Council will consider approving an Amendment to the Countywide Siting Element, an integrated waste management plan that identifies all facilities by all jurisdictions for the disposal, transfer, or diversion of solid waste or household hazardous waste within Contra Costa County, for the addition of an Engineered Municipal Solid Waste Facility.

CONFLICT OF INTEREST STATEMENT

City Council/Agency Members may make any conflict of interest declarations pertaining to Consent Calendar items at this time.

CONSENT CALENDAR

COMBINED CITY COUNCIL, PITTSBURG POWER COMPANY, AND SOUTHWEST PITTSBURG GHAD II CONSENT CALENDAR

4. Minutes

Minutes of November 19, 2018

5. Adoption of a City Council Resolution Approving a Master License Agreement for Wireless Facilities on Vertical Infrastructure in the Public Rights-of-Way

The City Council will consider the adoption of a Resolution Approving a Master License Agreement for Wireless Facilities on Vertical Infrastructure in the public rights-of-way. The adoption of this Master License Agreement will allow the City to process Site Licenses as well as provide a Master License Agreement within restricted timelines as required by new federal regulations.

6. Adoption of City Council Resolution Approving the City of Pittsburg's Emergency Operations Plan

The City of Pittsburg has updated its Emergency Operations Plan (EOP) per the authority of the California Emergency Services Act (Chapter 7 of Division 1 of Title 2

of the California Government Code) which conforms to the California Standardized Emergency Management System (SEMS) and meets the National Incident Management System (NIMS). The City Council adoption of the EOP and supplying a certified copy to the California Office of Emergency Management is required for State and Federal compliance.

7. Adoption of a City Council Resolution Authorizing California Beverage Container Recycling and Litter Reduction Act Funding Request

The State of California Department of Resources Recycling and Recovery (CalRecycle) maintains a funding program eligible to cities and counties for projects that promote beverage container recycling and litter clean up. The funding applications require a City Council Resolution for the City to be eligible to receive this non-competitive funding.

8. Adoption of a City Council Resolution to Amend Staffing Allocation in the Pittsburg Power Company

The City Manager, upon recommendation of the Assistant City Manager recommends changing the staffing allocation plan by adding one (1) Maintenance Worker II-Facilities & Utilities position to the Pittsburg Power Company's Island Energy staff.

9. Adoption of a City Council Resolution to Authorize Additional Construction Contingency for Contract 2013-19, Multimodal Transit Station Access Improvements Project for the Construction of Additional Facilities

Contract 2013-19, Multimodal Transit Station Access Improvements Project (the "Project") is for construction of a short-term parking and drop off lot to support Pittsburg Center BART Station and a trail connecting Power Avenue to Railroad Avenue. The National Guard and BART requested that the City construct improvements in areas adjacent to the City's project. Adoption of the attached resolution will increase the construction contingency to reflect the additional costs for the improvements to be reimbursed by the respective agencies.

10. Adoption of a City Council Resolution to Accept Grant Funds from Keller Canyon Mitigation Fund for FY 18/19 Recreation Programs

The City has been awarded grants totaling \$12,500 supporting recreation programs benefiting programs offered at the City's Senior Center. Staff is requesting adoption of a resolution to accept the grants and allocate the funds to the FY 2018-19 Parks and Recreation budget.

11. Adoption of a City Council Resolution Allocating Funds and Authorizing Payment of City's Share of Project Costs for Ray Giacomelli Community Park

On July 18, 2016, the City and Seecon Financial & Construction Co., (Developer) entered into a Memorandum of Understanding (MOU) for construction of a six-acre park in the San Marco Development Area. The park now known as Ray Giacomelli Community Park, is complete and the Developer requests reimbursement of the City's share of construction costs.

12. Adoption of a City Council Resolution Accepting the Plans and Specifications and Authorizing Award of Contract 2018-02, 2018/2019 CDBG ADA Curb Ramp Installation Project

Contract 2018-02, 2018/2019 CDBG ADA Curb Ramp Installation Project (“the Project”)

is for construction of 25 curb ramps in the vicinity of Foothill Elementary School. Adoption of this resolution will accept the plans and specifications for the Project and authorize the City Manager to award a construction contract to Rosas Brothers Construction of Oakland, California.

13. Adoption of an Ordinance Amending Pittsburg Municipal Code Title 15 Buildings and Construction Relating to Post Disaster Assessment Standards

To comply with recently adopted policies of the State of California, staff recommends updating the Pittsburg Municipal Code by adding Chapter 15.09 Post Disaster Safety Assessment Standards, including placards and criteria for demolition of dangerous buildings or structures damaged as a result of a disaster or local declared emergency.

14. Adoption of Three City Council Resolutions to Find Developers in Compliance with their Respective Development Agreements for: San Marco, Greystone Place, and Belle Harbor

State law requires local jurisdictions to conduct a periodic review of active development agreements (DAs) within the community. For the 2018 period, City staff has conducted reviews of the San Marco, Greystone Place, and Belle Harbor DAs. Staff has found each developer to be in compliance with the terms of their respective DA, and as such, recommends the City Council adopt three resolutions finding good faith compliance and authorizing the City Manager to execute Certificates of Compliance as appropriate.

COUNCIL MEMBER REPORTS/REMARKS

Council Members may make brief announcements or informal comments at this time. Council members may ask questions for clarification from City staff, and make a report on their activities, including reports on committee assignments (see attached list of ad hoc committees and other public agencies in which Council members participate). (No Action Required)

ADJOURNMENT to December 10, 2018

NOTICE TO PUBLIC

GENERAL INFORMATION

Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except City holidays). The full packets are also located on the City's website at www.ci.pittsburg.ca.us. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

SPEAKER'S CARD

Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

PUBLIC HEARINGS

Persons who wish to speak on Public Hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to public comment and brought to the Council/Agency level for discussion and action. Further comment from the audience will not be received unless requested by the Council/Agency.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action taken by the City Council in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled citizens. Upon request, an agenda for any meeting shall be made available in appropriate alternative formats. The Council Chamber is equipped with sound amplifier units for use by the hearing impaired. The units operate in conjunction with the Chamber's sound system. You may request the sound amplifier from the City Clerk for personal use during Council meetings. If you need special assistance to participate in this meeting, or are requesting a specially formatted agenda, please contact the City Clerk at 925-252-4850. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format. (28 CFR 35.102-35.104 ADA Title II)

DISRUPTIVE CONDUCT

The Council requests that you observe the order and decorum of our Council Chamber by turning off or setting to vibrate all cellular telephones, and that you refrain from making personal, impertinent, or slanderous remarks. Boisterous and disruptive behavior while the Council is in session, and the display of signs in a manner which violates the rights of others or prevents others from watching or fully participating in the Council meeting, is a violation of our Municipal Code and any person who engages in such conduct can be ordered to leave the Council Chamber by the Mayor.

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.ci.pittsburg.ca.us on the Streaming Media page. Past meetings are also archived on that webpage. City Council meetings are also broadcast live on CCTV, Channel 24 also re-run at a later date. For more information, please contact the City Clerk's office at 252-4850.

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2018

Updated September 17, 2018

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
ABAG	Merl Craft / Pete Longmire Alternate	Standing	Annual	J. Sbranti
SF Bay Regional Water Quality Board	Merl Craft / Pete Longmire Alternate	Standing	As needed	J. Sbranti
Contra Costa County Fire Dist.	Pete Longmire / Jelani Killings Alternate	Standing	2 nd Monday	J. Sbranti
Delta Diablo**	Pete Longmire / Juan Banales Alternate	Standing	2 nd Wednesday	F. McKinley
East Co.Co.County Habitat Conservancy	Sal Evola / Juan Banales Alternate	Standing	Monthly	K. Pollot
East County Water Management	Merl Craft / Pete Longmire Alternate	Standing	Annual	F. McKinley
MCE Clean Energy Board	Juan Banales / Pete Longmire Alternate	Standing	4 Per Year	G. Evans
TRANSPLAN / ECCRFFA	Sal Evola / Juan Banales Alternate	Standing	2 nd Thursday	J. Hecht
Tri-Delta Transit (2 reps)***	Pete Longmire& Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	J. Hecht
<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
East Bay League of Calif. Cities	Sal Evola / Merl Craft Alternate	Standing	3 rd Thursday	*Rotational
Mayor's Conference	Pete Longmire / Sal Evola Alternate	Standing	1 st Thursday	J. Sbranti/G. Evans
School Districts Committee	Merl Craft &Jelani Killings / Juan Banales Alt.	Standing	4 th Thursday even months	J. Sbranti
<u>SUBCOMMITTEES</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
CAC/CDBG	Juan Banales & Jelani Killings / Pete Longmire Alt.	Standing	As needed	M. Aliotti
CIP	Juan Banales & Jelani Killings	Ad Hoc	As needed	F. McKinley/J.Hecht
Commission and Council Procedures	Merl Craft / Sal Evola	Ad Hoc	As needed	A. Evenson
Concord Hills Working Group	Sal Evola & Juan Banales / Merl Craft Alt.	Ad Hoc	As needed	J. Sbranti
Pittsburg Recognition Committee	Merl Craft / Pete Longmire Alt.	Ad Hoc	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Pete Longmire &Juan Banales / Sal Evola Alt.	Standing	Quarterly	G. Evans
Finance Subcommittee	Sal Evola & Pete Longmire / Merl Craft Alt.	Standing	As needed	B. Farmer
Land Use Subcommittee	Sal Evola &Juan Banales / Merl Craft Alt.	Ad Hoc	As needed	K. Pollot
Local Contracting & Preference Policy	Merl Craft & Sal Evola	Ad Hoc	As needed	J. Sbranti
Pittsburg Arts & Community Foundation	Merl Craft& Jelani Killings / Pete Longmire Alt.	Standing	As needed	J. Sbranti
Pittsburg Police Activities League (PAL)	Juan Banales & Pete Longmire / Killings Alt.	Standing	Monthly	B. Addington
Power Company Advisory	Pete Longmire & Juan Banales / Merl Craft Alt.	Standing	As needed	G. Evans
Public Outreach	Juan Banales & Jelani Killings	Ad Hoc	As needed	K. Simonton
Sister City Committee	Sal Evola&Merl Craft/ Pete Longmire Alt.	Ad Hoc	As needed	G. Evans
Successor Agency Subcommittee	Merl Craft &Jelani Killings / Pete Longmire Alt.	Standing	As needed	M. Aliotti

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

Following is a tentative list of currently scheduled Commission meetings for the upcoming month. For further information, please visit our website at www.ci.pittsburg.ca.us and click on the CALENDAR link for meetings, dates, times and locations.

Commission	Tentative Meeting Dates
Planning Commission	2 nd and 4 th Tuesdays
Community Advisory Commission	1 st Wednesday

Planning Commission meetings are regularly held the second and fourth Tuesdays of the month in the Pittsburg City Hall Council Chambers.

Community Advisory Commission meetings are regularly held the first Wednesday of the month in the Pittsburg City Hall Council Chambers.

In addition to the Commission Meetings listed above, there are several Council Member Subcommittees that meet on an “as needed basis”. For a list of subcommittees that Council Members and staff are assigned to, please see the “Council Committee List” attached to the agenda.

Subcommittee Meetings that are anticipated to occur in the coming month vary. The meeting dates, times and locations for these meetings are yet to be determined. This information will be posted on the City’s website, www.ci.pittsburg.ca.us, as soon as it is determined. Please check the Calendar on the City’s website for information.

For further information, contact the City staff member assigned to that Commission or Subcommittee.



OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 11/19/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Introduction and Waive First Reading of an Ordinance Amending Title 2 of the Pittsburg Municipal Code

MEETING DATE: 12/3/2018

EXECUTIVE SUMMARY

The City Council approved a Handbook for City Advisory Bodies to guide and assist them in the performance of their duties. A revision to this Handbook was approved on November 19, 2018 necessitating an amendment to Title 2 of the Pittsburg Municipal Code. Staff recommends the City Council take comments and waive first reading of an Ordinance to update Title 2 of the Pittsburg Municipal Code.

FISCAL IMPACT

None from this action.

RECOMMENDATION

City Council open a public hearing and waive first reading of an ordinance to update Title 2 of the Pittsburg Municipal Code.

BACKGROUND

On June 15, 2015, the City Council approved Resolution 15-13052A to adopt a Handbook for City Advisory Bodies as a training and guidance document for the City's advisory bodies.

On November 19, 2018, the city Council approved Resolution 18-13565 which amended the Handbook for City Advisory Bodies and dates for terms of office. The terms of office are set by Ordinance.

These bodies provide information and assistance in addressing specific issues, facilitate community decision-making and serve as a conduit between citizens, City staff and the Council. Currently, these bodies include the Community Advisory Commission, Historic

Resources Commission, Housing Authority, Pittsburg Planning Commission, Measure M Citizen Oversight Committee and Sister Cities Committee.

The roles and responsibilities of each advisory body are set forth in the Pittsburg Municipal Code or by City Council resolution. From time to time, the City Council has adopted and revised bylaws governing the mission, purpose and procedures under which commissions perform their function.

On November 19, 2018 a revision to the Handbook for City Advisory Bodies was revised necessitating an amendment to Title 2 of the Pittsburg Municipal Code.

SUBCOMMITTEE FINDINGS

An ad hoc committee of the City Council worked with the City Clerk, City Attorney and Commission liaison staff to review the current handbook. The subcommittee agreed that after adoption of the revised Handbook, an amendment to the Municipal Code would be necessary.

STAFF ANALYSIS

To aid the City's various advisory bodies in their role assisting the City Council in addressing specific issues and providing a conduit for information from the public, the City Council recently adopted a Handbook for City Advisory Bodies.

Apart from the Handbook, roles and responsibilities of each advisory body are set forth in the Pittsburg Municipal Code, by City Council resolution and through various regulations and state laws. The Planning Commission, Historical Resources Commission and Community Advisory Commission also use bylaws adopted by the City Council to govern their meetings and activities.

The Handbook and bylaws are designed as reference documents for basic protocols and procedures to be followed by each commission. The documents also set forth requirements for meeting times, attendance and eligibility for appointment to the advisory bodies.

The recent revision of the Handbook has necessitated an update to Title 2 of the Pittsburg Municipal Code.

The most significant changes to the Municipal Code reflect the following:

- Revised commission terms to allow new Commissioners the opportunity for League of California Cities training nearer the start of their terms; and
- Extending the number of terms from three to four consecutive terms; and,
- Removal of section regarding annual report and work plan.

Terms for current appointees will end with the second meeting of March 2019 and March 2020, respectively, rather than June 2019 and June 2020.

ATTACHMENTS: Ordinance with Revisions
Ordinance Clean version

Report Prepared By: Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Title 2 of the Pittsburgh	)	
Municipal Code to Revise Requirements and	)	ORDINANCE NO. 18-
Terms for Appointments to City Commissions	)	
and Comply with the Handbook for City	)	
<u>Advisory Bodies</u>	)	

The City Council of the City of Pittsburgh DOES ORDAIN as follows:

SECTION 1. Recitals.

- A. Advisory bodies play an important role in City governance by assisting the City Council in addressing specific issues in detail, and providing a conduit for information between the public and the City Council.
- B. Currently, these bodies include the Community Advisory Commission, Historic Resources Commission, Housing Authority, Pittsburgh Planning Commission, Measure M Citizen Oversight Committee and Sister Cities Committee.
- C. The roles and responsibilities of each advisory body are set forth in the Pittsburgh Municipal Code, by City Council resolution and through various regulations and state laws.
- D. On June 15, 2015, the City Council approved Resolution 15-13052A to adopt a Handbook for City Advisory Bodies as a training and guidance document for the City's advisory bodies.
- E. On November 19, 2018 the City Council approved Resolution 18-13565 which revised the Handbook for City Advisory Bodies necessitating an amendment to Title 2 of the Pittsburgh Municipal Code.
- F. The Planning Commission and Community Advisory Commission also use bylaws adopted by the City Council to govern their meetings and activities.

SECTION 2. Findings.

Based on the Staff Report entitled, "Introduction and Waive First Reading of a City Council Ordinance Amending Title 2 of the Pittsburgh Municipal Code for City Commissions," dated December 3, 2018, and based on evidence presented to the City Council on December 3, 2018, the City Council finds that:

- A. All recitals above are true and correct and are incorporated herein by reference.
- B. The proposed text amendments are consistent with the notice and hearing provisions as the City Council considered the proposed amendments at a duly noticed public hearing.

- C. The proposed municipal code text amendments are consistent with the objectives, and policies of the City Council and the City of Pittsburg, including the recently adopted revised Handbook for City Advisory Bodies.

SECTION 3. Amendment to the Pittsburg Municipal Code Title 2.

- A. Based on the findings and the authority set forth above, the City Council hereby amends the municipal code as follows:

- I. Section 2.40.020 (D) and 2.40.030 of Chapter 2.40 Planning Commission is amended as follows:

2.40.020 Membership.

D. A planning commissioner shall serve no more than four consecutive, two-year terms in office. If a commissioner has completed four consecutive terms, then the commissioner is not eligible for reappointment to the planning commission until one year has passed; however, if a commissioner has served six years or less at the time their current term expiration, then they are eligible for reappointment;

2.40.030 Meetings

The planning commission shall hold at least one regular meeting in each month and shall adopt bylaws and policies for the transaction of business consistent with the standards and requirements adopted by the city council by resolution. The commission shall elect, at its second meeting in March of each year, a chair person and vice-chairperson from among the voting members. The chairperson and vice-chairperson shall serve for a term of one year. A quorum for the transaction of business shall consist of four voting members.

- II. Section 2.50.020 (C) and Section 2.50.030 of Chapter 2.50 Community Advisory Commission is amended as follows:

2.50.020 Membership.

C. A community advisory commissioner shall serve no more than four, consecutive, two-year terms in office. If a commissioner has completed four terms, the commissioner is not eligible for reappointment to the community advisory commission until after one year has passed.

2.50.030 Chairperson.

The commission shall elect, at its first meeting in April, a chairperson and vice chairperson from among the voting members. The Chairperson and vice chairperson shall serve for a term of one year. A quorum for the transaction of business shall consist of four voting members.

2.50.090 Annual report and work plan.

A. No less than once each year, the commission shall submit to the city council a written report of its activities, accomplishments, and attendance records of members; and

SECTION 4. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on December 3, 2018, and was adopted and ordered published at a meeting of the City Council held on _____, 2018 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Title 2 of the Pittsburgh	)	
Municipal Code to Revise Requirements and	)	ORDINANCE NO. 18-
Terms for Appointments to City Commissions	)	
and Comply with the Handbook for City	)	
<u>Advisory Bodies</u>	)	

The City Council of the City of Pittsburgh DOES ORDAIN as follows:

SECTION 1. Recitals.

- A. Advisory bodies play an important role in City governance by assisting the City Council in addressing specific issues in detail, and providing a conduit for information between the public and the City Council.
- B. Currently, these bodies include the Community Advisory Commission, Historic Resources Commission, Housing Authority, Pittsburgh Planning Commission, Measure M Citizen Oversight Committee and Sister Cities Committee.
- C. The roles and responsibilities of each advisory body are set forth in the Pittsburgh Municipal Code, by City Council resolution and through various regulations and state laws.
- D. On June 15, 2015, the City Council approved Resolution 15-13052A to adopt a Handbook for City Advisory Bodies as a training and guidance document for the City's advisory bodies.
- E. On November 19, 2018 the City Council approved Resolution 18-13565 which revised the Handbook for City Advisory Bodies necessitating an amendment to Title 2 of the Pittsburgh Municipal Code.
- F. The Planning Commission and Community Advisory Commission also use bylaws adopted by the City Council to govern their meetings and activities.

SECTION 2. Findings.

Based on the Staff Report entitled, "Introduction and Waive First Reading of a City Council Ordinance Amending Title 2 of the Pittsburgh Municipal Code for City Commissions," dated December 3, 2018, and based on evidence presented to the City Council on December 3, 2018, the City Council finds that:

- A. All recitals above are true and correct and are incorporated herein by reference.
- B. The proposed text amendments are consistent with the notice and hearing provisions as the City Council considered the proposed amendments at a duly noticed public hearing.

- C. The proposed municipal code text amendments are consistent with the objectives, and policies of the City Council and the City of Pittsburg, including the recently adopted revised Handbook for City Advisory Bodies.

SECTION 3. Amendment to the Pittsburg Municipal Code Title 2.

- A. Based on the findings and the authority set forth above, the City Council hereby amends the municipal code as follows:

- I. Section 2.40.020 (D) and 2.40.030 of Chapter 2.40 Planning Commission is amended as follows:

2.40.020 Membership.

D. A planning commissioner shall serve no more than four consecutive, two-year terms in office. If a commissioner has completed four consecutive terms, then the commissioner is not eligible for reappointment to the planning commission until one year has passed; however, if a commissioner has served six years or less at the time their current term expiration, then they are eligible for reappointment;

2.40.030 Meetings

The planning commission shall hold at least one regular meeting in each month and shall adopt bylaws and policies for the transaction of business consistent with the standards and requirements adopted by the city council by resolution. The commission shall elect, at its second meeting in March of each year, a chair person and vice-chairperson from among the voting members. The chairperson and vice-chairperson shall serve for a term of one year. A quorum for the transaction of business shall consist of four voting members.

- II. Section 2.50.020 (C) and Section 2.50.030 of Chapter 2.50 Community Advisory Commission is amended as follows:

2.50.020 Membership.

C. A community advisory commissioner shall serve no more than four, consecutive, two-year terms in office. If a commissioner has completed four terms, the commissioner is not eligible for reappointment to the community advisory commission until after one year has passed.

2.50.030 Chairperson.

The commission shall elect, at its first meeting in April, a chairperson and vice chairperson from among the voting members. The Chairperson and vice chairperson shall serve for a term of one year. A quorum for the transaction of business shall consist of four voting members.

2.50.090 Annual report and work plan.

A. No less than once each year, the commission shall submit to the city council a written report of its activities, accomplishments, and attendance records of members; and

SECTION 4. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on December 3, 2018, and was adopted and ordered published at a meeting of the City Council held on _____, 2018 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 11/16/2018

TO: Mayor and Council Members

FROM: Alice E. Evenson, City Clerk

SUBJECT: Adoption of a City Council Resolution Approving an Amendment to the Countywide Siting Element for the Addition of an Engineered Municipal Solid Waste Facility

MEETING DATE: 12/3/2018

EXECUTIVE SUMMARY

The City Council will consider approving an Amendment to the Countywide Siting Element, an integrated waste management plan that identifies all facilities by all jurisdictions for the disposal, transfer, or diversion of solid waste or household hazardous waste within Contra Costa County, for the addition of an Engineered Municipal Solid Waste Facility.

FISCAL IMPACT

The State of California regulations pertaining to the increased diversion of organic waste material and other recyclables will require the City to work with the local Franchisee, Contra Costa Waste Service, to implement programs at the transfer station to meet these new mandated diversion requirements. Approval of this Resolution is a step in the process that will prevent potential future fines for non-compliance with state regulations, which could be up to \$10,000 per day.

RECOMMENDATION

City Council adopt the attached Resolution approving an Amendment to the Countywide Siting Element for the addition of an Engineered Municipal Solid Waste Facility as part of the Countywide Integrated Waste Management Plan.

BACKGROUND

In 1989, the State of California repealed the majority of Title 7.3, Solid Waste Management, Resource Recovery, and Recycling of the Government Code (Title 7.3) and Health and Safety Code related to garbage and refuse disposal and codified the California Integrated Waste Management Act (IWMA) of 1989 (AB 939) into the Public Resources Code (PRC).

The IWMA established a hierarchy for managing waste along with requiring plans, agencies and statewide system for permitting and enforcing solid waste facilities, diversion mandates, and review standards to ensure compliance with these new regulations. As a result of AB 939, PRC 41780 requires every city and county to adopt and submit waste management plans to the State for approval, detailing how each jurisdiction plans to achieve the mandated diversion requirements. Each jurisdiction was required to adopt a Source Reduction and Recycling Element (SRRE), a Household Hazardous Waste Element (HWWE), and a Non-Disposal Facility Siting Element (NDFE) along with a Countywide Siting Element (CSE).

Each of these documents have significance in compliance with state regulations as well as for permitting and enforcement of facilities to manage solid waste. As such, AB 939 required each county to establish a Countywide Integrated Waste Management Plan (CIWMP) that identifies all facilities by all jurisdictions for the disposal, transfer, or diversion of solid waste or household hazardous waste within Contra Costa County by convening a task force to coordinate with cities the development all the documents noted above. The County convened members from each city to develop the Task Force, which submitted the CIWMP to the California Integrated Waste Management Board, now identified as CalRecycle, and approved in 1992. The state approval allowed for all the cities, including Pittsburg, to adopt these documents in 1993 to meet the first requirement for compliance under the new laws.

Since the inception of AB939, there have been many new regulations requiring more requirements for cities to divert more materials and manage solid waste in accordance with these new laws. In recent years, the focus on organics (i.e. green wastes, wood waste, food waste) management is the primary focus and in particular its removal from disposal at landfills. Staff has been working with its local Franchisee, Contra Costa Waste Service (CCWS), on programs to meet these new mandates. CCWS has developed new programs at the local transfer station to meet the mandates, but these new programs require expansion of the facility to incorporate equipment and create space to process such materials.

CCWS conducted an Environmental Impact Review (EIR) certified in 2014 by the City Council with an Amendment and updated Land Use Permit approved November 13, 2018 identifying this expansion project as Mt. Diablo Resource Recovery Park (MDRRP). The EIR identified expanded acreage, increased construction and demolition processing, new food processing equipment, green waste processing, and new wood biomass conversion processing units which would feed energy back to the grid.

The final steps for MDRRP to operate with expanded and new programs, is the issuance of a revised Solid Waste Facility Permit (SWFP). The wood biogas conversion processing units with the inclusion of biosolids are identified by state regulations as an Engineered Municipal Solid Waste Conversion Facility (EMSW). The regulations require the EMSW be identified in the CSE with an Amendment to update the transfer station information including this operation at the facility which would require notifying and meeting with the local Task Force. In addition, the EMSW needs to be concurred with the City's Local Enforcement Agency (LEA) and by CalRecycle Permitting and Enforcement. Completion and approval of MDRRP is critical for the City to meet the strict new mandates for organics management and diversion.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The County assisted with the convening of the local Task Force. The Task Force was noticed and met on April 18, 2018. The 90-day comment period concluded with no comments on the Amendment. CalRecycle Permitting and Enforcement concurred with the City LEA on September 18, 2018 that the new wood biomass conversion processing facility met the definition of an EMSW.

Pursuant to PRC Sections 41721 and 50001 AB 1126, a jurisdiction siting a new Engineered Municipal Solid Waste Conversion needs to revise the CSE. Since the EMSW will be located at the local transfer station, the City would be the lead agency to revise the CSE prior to CalRecycle concurring on the Solid Waste Facility Permit (SWFP) for the facility.

One-step in the permitting process is a conformance finding, made first by the City's Local Enforcement Agency (LEA), and corroborated by staff in CalRecycle's Jurisdiction Product and Compliance Unit staff. A conformance finding is a verification that the location of a permitted disposal facility is identified in the CSE. CalRecycle's Permits Division will require confirmation the EMSW is identified in the CSE to make a conformance finding in order to finalize issuance of a SWFP.

The adoption of the attached Resolution would authorize staff to complete the necessary procedures and documents with CalRecycle to amend the CSE with the addition of the EMSW. The expansion and inclusion of new program operations are critical for the City to meet the new mandates by CalRecycle of 75% diversion of organics and recyclables set forth by 2023.

ATTACHMENTS: Resolution 18 –
AMENDMENT 1 – Amendment to the Countywide Siting Element for Contra Costa

Report Prepared By: Laura Wright, Environmental Affairs Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Approving an Amendment to the) RESOLUTION NO. 18-
Countywide Siting Element)

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, in 1989, the State of California repealed the majority of Title 7.3, Solid Waste Management, Resource Recovery, and Recycling of the Government Code (Title 7.3) and Health and Safety Code related to garbage and refuse disposal and codified the California Integrated Waste Management Act (IWMA) of 1989 (AB 939) into the Public Resources Code (PRC); and

WHEREAS, AB 939, PRC 41780 requires every city and county to adopt a Source Reduction and Recycling Element (SRRE), a Household Hazardous Waste Element (HWWE), and a Non-Disposal Facility Siting Element (NDFE) along with a Countywide Siting Element (CSE); and

WHEREAS, AB 939 required each county to establish a Countywide Integrated Waste Management Plan (CIWMP) that identifies all facilities by all jurisdictions for the disposal, transfer, or diversion of solid waste or household hazardous waste within Contra Costa County and convened members from each city to develop a local Task Force; and

WHEREAS, CalRecycle has new mandates that focus on organics (i.e. green wastes, wood waste, food waste) management and its removal from disposal at landfills; and

WHEREAS, the City's local Franchisee, Contra Costa Waste Service's (CCWS) transfer station, requires expansion of the facility to incorporate equipment and space to manage new programs to meet the state diversion mandates; and

WHEREAS, CCWS conducted an Environmental Impact Review (EIR) certified in 2014 by the City Council with an Amendment and updated Land Use Permit approved November 13, 2018 identifying this expansion project as Mt. Diablo Resource Recovery Park (MDRRP) with the inclusion of wood biomass conversion processing units identified by state regulations as an Engineered Municipal Solid Waste Conversion Facility (EMSW); and

WHEREAS, PRC Sections 41721 and 50001 AB 1126, requires a jurisdiction siting a new EMSW to revise the CSE and the City would be the lead agency as the EMSW will be located at the local transfer station; and

WHEREAS, to amend the CSE, the local Task Force was convened, noticed and met on April 18, 2018, with no comments on the Amendment within the 90-day criteria, and a notice of the Resolution to amend the CSE was published 30 days prior as well as published in the Agenda prior to the City Council meeting; and

WHEREAS, MDRRP requires a Solid Waste Facility Permit (SWFP) to be able to construct the expansion at the local transfer station, which requires concurrence by the City's Local Enforcement Agency and CalRecycle's Permitting and Enforcement, with a conformance finding of the Amendment to the CSE identified by CalRecycle's Jurisdiction Product and Compliance Unit staff, to be able to issue the SWFP; and

WHEREAS, the expansion and inclusion of new programs and operations at MDRRP are critical for the City to meet the new mandates by CalRecycle of a 75% diversion of organics and recyclables set forth by 2023 in order to be compliant and prevent future fines for non-compliance.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings and Determinations

- A. The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City set forth below.

Section 2. Authorization and Direction

- A. The City Council of the City of Pittsburg hereby approves adoption of an Amendment to the Countywide Siting Element, an integrated waste management plan that identifies all facilities by all jurisdictions for the disposal, transfer, or diversion of solid waste or household hazardous waste within Contra Costa County, for the addition of an Engineered Municipal Solid Waste Facility (EMSW) at MDRRP.
- B. The City Manager, Assistant City Manager and designee are hereby authorized and directed to submit the Resolution and required documents to CalRecycle to amend the Countywide Siting Element (CSE) for the addition of the EMSW at MDRRP for conformance findings.
- C. The City of Pittsburg will authorize the Amendment of the CSE, with the EMSW identified as part of the expansion at MDRRP, with concurrence permitting the issuance of SWFP to be allowed for the future construction and programs at MDRRP, for the City to meet increased state mandated diversion requirements to prevent potential future fines for non-compliance with state regulations.

Section 3. Effective Date

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh, at a regular meeting on the third day of December 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

AMENDMENT I

AMENDMENT TO THE COUNTYWIDE SITING ELEMENT FOR CONTRA COSTA

(Proposed Engineered Municipal Solid Waste Conversion Facility)

The City of Pittsburg is amending the Countywide Siting Element to include the following:

FACILITY INFORMATION

Facility Name:	Mount Diablo Resource Recovery Park (MDRRP) (Proposed)
Facility Size:	37 acres
Type of Facility:	Engineered Municipal Solid Waste Conversion Facility (EMSW)
Location:	1300 Loveridge Road, Pittsburg, CA 94565
Facility Capacity:	Present location has an existing solid waste facility permit: Recycling Center & Transfer Station: SWIS # 07-AC-0043. The operator has a completed and certified Environmental Impact Report (EIR) for MDRRP. The EIR and CEQA process includes the EMSW Facility to the overall operation of MDRRP to be issued under a revised permit. Anticipated capacity for the EMSW portion is 136 tons/day of wood and 14 tons/day of biosolids. At total of 5,200 tons/year of biochar is also anticipated.
Material Type:	Clean Wood Chips and Biosolids (presently proposed) Potential future materials mixed with Clean Wood Chips: Organic Slurry, Tires, Fiber, Refuse Derived Fuel

**CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES**

DATE: November 19, 2018

LOCATION: Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

CITY COUNCIL/AGENCY MEMBERS

Dwaine "Pete" Longmire, Mayor/Chair
Sal Evola, Vice-Mayor/Chair
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
Marilyn Craft, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

Joe Sbranti, City Manager/Executive Director
Donna Mooney, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Mayor Longmire called the meeting of the City Council to order at 7:00 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA.

ROLL CALL

Vice Mayor/Chair Evola was absent and excused.

PLEDGE OF ALLEGIANCE

Prior to the Pledge, Mayor Longmire thanked everyone for their support during the past several months after his granddaughter Tia was involved in an auto accident.

Tia Longmire and her siblings led the Pledge of Allegiance.

PRESENTATIONS

Freeway Camera Project Update

Chief Addington and Community Development Director Hecht presented an update on the Freeway Camera project.

CITY MANAGER'S REMARKS

City Manager Sbranti reported on upcoming events throughout the city.

CITIZENS REMARKS

Susan Yarbrough, Pittsburg, inquired about volunteer assistance for a youth project.

CONSIDERATION

4. Adoption by Minute Order of a City Council Recess for Winter Months

On motion by Member Killings, seconded by Member Banales to recess January 7, 2019 and approved by the following vote:

AYES: Banales, Craft, Killings, Longmire
ABSENT: Evola

5. Adoption of a City Council Resolution Authorizing a Consultant Service Agreement with De Novo Planning Group for Preparation of the Pittsburg General Plan Update and Environmental Impact Report

On motion by Mayor Longmire, seconded by Member Craft to adopt and approved by the following vote:

AYES: Banales, Craft, Killings, Longmire
ABSENT: Evola

CONFLICT OF INTEREST STATEMENT

Member Craft stated she would recuse herself from Item 7 due to her financial interest.

COMBINED CITY COUNCIL AND PITTSBURG POWER COMPANY CONSENT CALENDAR

City Manager Sbranti stated that Item 12 would be removed and continued to another date.

On motion by Member Banales, seconded by Member Killings to adopt the Consent Calendar, without Item 12 and approved by the following vote:

AYES: Banales, Craft, Killings, Longmire
ABSENT: Evola

6. Minutes of November 5, 2018

7. Adoption of a Pittsburg Power Company Resolution Accepting a \$40,000 Grant from the Y & H Soda Foundation and to Increase the Instructional Budget of the Future Build Program

8. Acceptance of the Annual Pre-winter Inspection Report for the Southwest Pittsburg Geological Hazard Abatement District II

9. Adoption of a City Council Resolution to Accept Contract 2017-12, Water Treatment Plant Filter Media Replacement Project as Complete and Authorize the City Engineer to File a Notice of Completion
10. Adoption of a City Council Resolution Authorizing the City Manager or his Designee to Execute Agreement between Sierra Pacific Properties, Inc. and the City of Pittsburg
11. Adoption of a City Council Resolution to Approve the Handbook for City Advisory Bodies
12. Adoption of a City Council Resolution Awarding a Professional Services Agreement to Granicus for Website Design and Services
13. Receive and File the Treasurer's Report for the Quarter Ending September 30, 2018
14. Adoption of a City Council Resolution to Amend Staffing Allocation in the Planning Division
15. Adoption of a City Council Resolution Approving a Purchase and Sale Agreement between the City of Pittsburg and Kevin Harrell for the Property Located at 764 E. 11th Street (073-082-020)

COUNCIL MEMBER REPORTS/REMARKS

Member Killings attended the Veterans Day event at the Senior Center.

Member Craft attended the veterans dinner in honor of Wilfred Scott. She also was invited to the Hillview Junior High School event that included community involvement, ethics training, and took her turn as a "Shark" in a marketing event.

Member Banales attended the Pittsburg/Concord Hills Working group which included Vice Mayor Evola and two Concord Council Members. The group was updated on the Faria Project and the Naval Weapons Station Reuse Project and the impacts for each city. He also attended the Faria EIR public comment meeting on November 16. He complimented Planning staff for facilitating the meeting.

Mayor Longmire thanked those that participated in the recent election and hoped that candidates would continue their advocacy work.

ADJOURNMENT

The City Council meeting was adjourned at 7:49 P.M. to December 3, 2018 *in memory of Frances Scott*.

Respectfully submitted,

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 11/19/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Master License Agreement for Wireless Facilities on Vertical Infrastructure in the Public Rights-of-Way

MEETING DATE: 12/3/2018

EXECUTIVE SUMMARY

The City Council will consider the adoption of a Resolution Approving a Master License Agreement for Wireless Facilities on Vertical Infrastructure in the public rights-of-way. The adoption of this Master License Agreement will allow the City to process Site Licenses as well as provide a Master License Agreement within restricted timelines as required by new federal regulations.

FISCAL IMPACT

This Master License Agreement is expected to generate revenue through annual license fees paid for each small cell attachment to the City's vertical infrastructure. New Federal Communication Commission's Declaratory Ruling dated September 26, 2018 has restricted the application fees for small cells to \$100 per site, and recurring fees to \$270 per site, per year and limits cities to assessing fees based on "reasonable approximation" of "reasonable costs" directly related to maintaining the rights-of-way and the small cell facility. It is not clear how many applications with requests to lease City poles will occur. If the City received applications to place 100 small cells on street light poles, the revenue would be \$27,000 annually not including application fees. Staff recommends this revenue fee be allocated for rights-of-way improvements in the City.

RECOMMENDATION

City Council adopt the attached Resolution approving a Master License Agreement for Wireless Facilities on Vertical Infrastructure in the Public Rights-of-Way, authorizing and directing the City Manager and City Attorney to execute agreements, and to authorize revenue funds be allocated to rights-of-way improvements.

BACKGROUND

Over the last decade, technological services have expanded from mobile phones and text messaging to broadband smartphones and powering the “Internet of Things.” Service Carriers are now looking to increase capacity and relieve network congestion in high density and hard-to-reach locations. To meet this new demand, wireless providers are accelerating their small cell and distributed antenna system deployments (microcell) into the public rights-of-way by locating their microcell services within city owned streetlight poles.

However, state and federal law do not entrust local governments with complete control over the regulation of these macrocell towers or small cells wireless facilities. As such, over the years, federal and state regulations have reduced cities’ abilities to manage the application process, timelines, aesthetics, and fees restricting the City’s local control and processes.

As of September 26, 2018, local control was further reduced when the Federal Communication Commission (FCC) passed a Declaratory Ruling and 3rd Report and Order that restricted fees and licenses the City will be able to charge for the use of its infrastructure, reduced restrictions on aesthetics that can be imposed as well as shortened timelines for processing these applications. The “shot clock” which is the timeline designation cities have to process applications has been reduced to 60 (sixty) days and will now include in that timeline a negotiated agreement, hence, the need for a Master License Agreement in order to meet these reduced timelines. Applications not processed within that time period are considered approved.

SUBCOMMITTEE FINDINGS

On October 17, 2018, the Land Use Committee received an informational report on the FCC Declaratory Ruling on the removing of local government barriers for deployment of small cell facilities on City infrastructures as well as the need to establish a Master License Agreement for Wireless Facilities on Vertical Infrastructure in the Public Rights-of-Way.

STAFF ANALYSIS

The new FCC Ruling will be effective January 14, 2019. Appeals could take 12 to 18 months, however, the regulatory oversight in the Ruling will be applicable during appeals unless stayed. The City retains some limited proprietary authority over its vertical infrastructure and is not bound by the same federal and state limitations when the City acts in its proprietary capacity, such as the case may be when licensing City-owned property to wireless providers. Rather than negotiate separate contracts on a case-by-case basis with a new limited timeline, staff recommends the proposed Master License Agreement (“Master License”) to streamline the site licensing process through uniform standards and procedures.

This approach would allow for consistency to meeting the ‘shot clock’ timelines, consistency between licensees, and assist the Planning Division in processing applications. In addition, it will provide some standards that will attempt to preserve public health, safety, and community aesthetics as much as allowed by the new Ruling.

The proposed Resolution would adopt a Master License for wireless facilities on vertical infrastructure, such as streetlights, in the public rights-of-way. The "Master License Agreement for Facilities on Vertical Infrastructure in the Public Rights-of-Way" would establish a process by which wireless companies can request to license individual locations

on or in the City's vertical infrastructure, and also to establish the rates, terms, and conditions that will be generally applicable to all such licensed infrastructure. The Master License will also include engineered design guidelines, provided by and to be used by PG&E, to ensure structural integrity of license requested poles.

Each licensee that engages with the City pursuant to the Master License would enter into a separate so-called Site License for each batch of proposed sited wireless facilities. Approval and execution of each Master License would be delegated to the City Manager and City Attorney under the proposed Resolution, which would also authorize the City Manager and City Attorney to make appropriate amendments to such Master License Agreements.

ATTACHMENTS: Resolution 18 -
Exhibit A – Master License Agreement for Wireless Facilities on Vertical Infrastructure in the Public Rights-of-Ways

Report Prepared By: Laura Wright, Environmental Affairs Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Approving a Master License Agreement) RESOLUTION NO. 18-
for Wireless Facilities on Vertical)
Infrastructure in the Public Rights-of-Way)

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, technological developments in wireless communications, new and reallocated electromagnetic spectrum band licenses and consumer demand for high-speed mobile broadband and other information services have caused wireless service providers to invest in distributed antenna system, distributed network systems, and so-called “small cell” deployments that typically utilize smaller equipment placed on existing infrastructure in the public rights-of-way that serve a smaller physical area than as compared to traditional “macro cell” deployments on freestanding towers or rooftops; and

WHEREAS, the City owns, as its personal property, certain Vertical Infrastructure in or on the public rights-of-way within the City’s territorial and/or jurisdictional boundaries that may be suitable or useful as support structures for Licensee’s equipment; and

WHEREAS, Licensee installs, maintains and operates wireless facilities as its principal business, and represents to the City that Licensee holds all Regulatory Approvals to provide wireless broadband services within the geographic area that encompasses the City’s territorial and/or jurisdictional boundaries; and

WHEREAS, Licensee desires to install, maintain and operate small cell wireless facilities on the City’s Vertical Infrastructure; and

WHEREAS, the parties desire to enter into this Master License to establish a process by which Licensee may request to license from the City individual locations on or in the City’s Vertical Infrastructure, and also to establish the rates, terms and conditions that will be generally applicable to all Vertical Infrastructure licensed to Licensee by the City; and

WHEREAS, consistent with California law, the City intends, and Licensee acknowledges, that this Master License will be applicable to only the City’s Vertical Infrastructure, and that the City does not intend this Master License or any Site License to require or be construed to require any revenue-generating consideration to the City as a precondition to access to the public rights-of-way for any telephone corporation, as that term is defined in the California Public Utilities Code; and

WHEREAS, consistent with federal and California law, the City does not intend this Master License to grant the Licensee any exclusive right to use or occupy the public rights-of-way within the City’s territorial and/or jurisdictional boundaries, and Licensee expressly acknowledges that the City may in its sole discretion enter into similar or identical agreements with other entities, which include without limitation Licensee’s competitors.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings and Determinations

- A. The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City set forth below.

Section 2. Authorization and Direction

- A. The City Council of the City of Pittsburg hereby approves adoption of a Master License Agreement for Wireless Facilities on Vertical Infrastructure in the Public Rights-of-Way.
- B. The City of Pittsburg will utilize the Master License Agreement for Wireless Facilities on Vertical Infrastructure in the Public Rights-of-Way to provide standards to preserve public health, safety and community aesthetics in the deployment of small cell and distributed antenna system deployments in the public rights-of-way.
- C. The City Manager and Assistant City Manager are hereby authorized and directed to execute the Master License Agreement for applicant Licensees and make minor modifications to the Master License Agreement in consultation with the City Attorney.
- D. The City Council authorizes annual License Fees to be placed into a separate account for Rights-of-way Maintenance to be used at the direction of the Director of Public Works for maintenance activities.

Section 3. Effective Date

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg, at a regular meeting on the third day of December 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk

MASTER LICENSE AGREEMENT FOR WIRELESS FACILITIES ON VERTICAL INFRASTRUCTURE IN THE PUBLIC RIGHTS-OF-WAY

between

CITY OF PITTSBURG, a California municipal corporation,

and

[insert full licensee name], a **[insert licensee corporate form]**

EFFECTIVE DATE: **[insert effective date]**

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MASTER LICENSE AGREEMENT FOR WIRELESS FACILITIES ON VERTICAL INFRASTRUCTURE IN THE PUBLIC RIGHTS-OF-WAY

This Master License Agreement for Wireless Facilities on Vertical Infrastructure in the Public Rights-of-Way (this “**Master License**”) dated **[insert effective date]** (the “**Effective Date**”) is between the **CITY OF PITTSBURG**, a California municipal corporation (the “**City**”), and **[insert full licensee name]**, a **[insert licensee corporate form]** (“**Licensee**”).

RECITALS

- A. Technological developments in wireless communications, new and reallocated electromagnetic spectrum band licenses and consumer demand for high-speed mobile broadband and other information services have caused wireless service providers to invest in distributed antenna system (“**DAS**”), distributed network systems (“**DNS**”) and so-called “small cell” deployments that typically utilize smaller equipment placed on existing infrastructure in the public rights-of-way that serve a smaller physical area than as compared to traditional “macro cell” deployments on freestanding towers or rooftops; and
- B. The City owns, as its personal property, certain Vertical Infrastructure in or on the public rights-of-way within the City’s territorial and/or jurisdictional boundaries that may be suitable or useful as support structures for Licensee’s Equipment; and
- C. Licensee installs, maintains and operates wireless facilities as its principal business, and represents to the City that Licensee holds all Regulatory Approvals to provide wireless broadband services within the geographic area that encompasses the City’s territorial and/or jurisdictional boundaries; and
- D. Licensee desires to install, maintain and operate small cell wireless facilities on the City’s Vertical Infrastructure; and
- E. The parties desire to enter into this Master License to establish a process by which Licensee may request to license from the City individual locations on or in the City’s Vertical Infrastructure, and also to establish the rates, terms and conditions that will be generally applicable to all Vertical Infrastructure licensed to Licensee by the City; and
- F. Consistent with California law, the City intends, and Licensee acknowledges, that this Master License will be applicable to only the City’s Vertical Infrastructure, and that the City does not intend this Master License or any Site License to require or be construed to require any revenue-generating consideration to the City as a precondition to access to the public rights-of-way for any telephone corporation, as that term is defined in the California Public Utilities Code; and

- G. Consistent with federal and California law, the City does not intend this Master License to grant the Licensee any exclusive right to use or occupy the public rights-of-way within the City's territorial and/or jurisdictional boundaries, and Licensee expressly acknowledges that the City may in its sole discretion enter into similar or identical agreements with other entities, which include without limitation Licensee's competitors; and
- H. **WHEREAS**, on December 3, 2018, the City Council of the City of Pittsburg adopted Resolution No. 18-XXXX, which approved the form and material terms for this Master License to be used in connection with the licensing of Vertical Infrastructure for wireless facilities, and further delegated authority to the City Manager to enter into such agreements.

NOW, THEREFORE, for good, valuable and sufficient consideration received and acknowledged by the City and Licensee, the City and Licensee agree as follows:

AGREEMENT

1. GENERAL DEFINITIONS

"Acknowledgment Letter" means the letter that Licensee submits to the City that indicates the Licensee has obtained all Regulatory Approvals and other requirements more particularly described in Exhibit A-3 (Form of Acknowledgment Letter), and that serves as Licensee's notice to proceed with the installation after the City countersigns the Acknowledgment Letter and tenders it to Licensee.

"Additional Fees" means, collectively, any sums payable by Licensee to the City in its capacity as the licensor, which includes without limitation any late charges, default interest, costs in connection with a request for the City's consent to an assignment or other transfer under Section 20 (Assignment and Other Transfers) and Default Fees under Section 18.3.4; provided, however, that the term excludes any (1) License Fees; (2) Administrative Fees; (3) any other amounts payable to the City by Licensee in connection with reviewing Site License Applications or coordinating and inspecting Equipment installed on the License Area; and (4) any other payments to the City in its regulatory capacity, which includes without limitation cost-based fees for permit issuance.

"Administrative Fees" means, collectively, the Master License Administrative Fee (as defined in Section 4.2.1) and any Site License Administrative Fees (as defined in Section 4.2.2).

"Affiliate" means an entity that directly or indirectly Controls, is Controlled by or is under Common Control with Licensee.

"Agent" means a party's agent, employee, director, officer, contractor, subcontractor or representative in relation to this Master License, any Site License or the License Area.

“Approved Plans” means the detailed plans and equipment specifications, which include without limitation all equipment, mounts, hardware, utilities, cables, conduits, signage, concealment elements and other improvements proposed by Licensee and approved by the City in connection with the License Area, as more particularly described in Exhibit A-2 (Licensee’s Plans and Specifications) to any approved Site License.

“Broker” means any licensed real estate broker or other person who could claim a right to a commission or “finder’s fee” in connection with the license(s) or other real estate rights contemplated or conveyed in this Master License.

“City Attorney” means the City Attorney of the City of Pittsburgh.

“City Manager” means the City Manager of the City of Pittsburgh.

“City Property” means any interest in real or personal property owned or controlled by the City, which includes without limitation any and all (1) land, air and water areas; (2) license interests, leasehold interests, possessory interests, easements, franchises and other appurtenant rights or interests; (3) public rights-of-way or public utility easements; and (4) physical improvements such as buildings, structures, infrastructure, utility and other facilities, and alterations, installations, fixtures, furnishings and additions to existing real property, personal property and improvements.

“Claim” means any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, whether direct or indirect.

“Commencement Date” means the date on which a Site License commences, which is defined as the first day of the month after Licensee obtains all Regulatory Approvals necessary for the Permitted Use on the License Area covered by such Site License.

“Common Control” means two or more entities that are Controlled by a same third entity.

“Control” means (1) as to a corporation, stock ownership with the right to exercise more than fifty percent (50%) of the total combined voting power of all classes of stock, issued and outstanding, of the controlled corporation; or (2) as to partnerships and other business association forms, more than fifty percent (50%) ownership of the beneficial interest and voting control of such association.

“CPUC” means the California Public Utilities Commission established in the California Constitution, Article XII, § 5, or the CPUC’s duly appointed successor agency.

“Default Fee” means the same as that term is defined in Section 18.3.4 (Default Fees).

“Environmental Laws” means any Law in relation or connection to industrial hygiene, environmental conditions or Hazardous Materials (as defined in this Master License).

“Equipment” means antennas, radios and any associated utility or equipment box, and battery backup, transmitters, receivers, amplifiers, ancillary fiber-optic cables and/or wiring, and ancillary equipment used for radio communication (voice, data or otherwise) transmission and/or reception, which includes without limitation the means, devices and apparatus used to attach any Equipment to any licensed Vertical Infrastructure, and any ancillary equipment such as wiring, cabling, power feeds or an similar things, and any signage attached to such Equipment that may be approved by the City or required by Law.

“Expiration Date” means [insert date], the date on which this Master License and all Site Licenses will automatically expire.

“FCC” means the Federal Communications Commission or its duly appointed successor agency.

“Hazardous Materials” means any material that, due to its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any local, regional, state or federal body with jurisdiction and responsibility for issuing Regulatory Approvals in accordance with applicable Laws to pose a present or potential hazard to human health, welfare or safety, or to the environment. The term “Hazardous Materials” as used in this Master License or any Site License will be broadly construed, and includes, without limitation, the following: (1) any material or substance defined as a “hazardous substance”, or “pollutant” or “contaminant” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified as 42 U.S.C. §§ 9601 *et seq.*) or section 25316 of the California Health & Safety Code; (2) any “hazardous waste” listed California Health & Safety Code § 25140; or (3) any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

“Indemnified City Parties” means the same as that term is defined in Section 13 (Indemnification).

“Investigate and Remediate” means the undertaking of any activities to determine the nature and extent of Hazardous Materials that may be located in, on, under or about the License Area or that has been, is being, or is in danger of being Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor or otherwise control such Hazardous Materials.

“Invitee” means the client, customer, invitee, guest, tenant, subtenant, licensee, assignee and/or sublicensee of a party in relation to the License Area.

“Laws” means all present and future statutes, ordinances, codes, orders, policies, regulations and implementing requirements and restrictions by federal, state, county and/or municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

“License Area” means those certain spaces on the City’s Vertical Infrastructure and other City Property, which includes without limitation any conduits, chases, risers, trays, pipes, vaults, pull boxes, hand holes, identified on the Approved Plans as occupied by the Equipment and licensed to Licensee. The parties may use the term “License Area” to refer to those spaces licensed to Licensee under an individual Site License or to refer to all spaces collectively licensed to Licensee under all Site Licenses in connection with this Master License.

“License Fee” means the annual fee for each licensed Vertical Infrastructure authorized under any Site License, as specified in Schedule 1 (License Fee Schedule).

“License Year” means any 12-month period that begins on the Commencement Date for each Site License.

“Licensee’s On-Call Representative” mean the person(s) assigned by Licensee to be on-call and available to the City regarding the operation of Licensee’s Equipment. Such person(s) shall be qualified and experienced in the operation of Equipment and shall be authorized to act on behalf of Licensee in any emergency and in day-to-day operations of the Equipment.

“Municipal Functions” means the exercise of those powers by the City which specially and peculiarly promote the comfort, convenience, safety and happiness of the citizens of the City. As an illustration, and not a limitation, actions and undertakings in connection with public works services, police and other first-responder services, water services, street lighting and traffic signaling services are all generally considered “Municipal Functions” under this Master License.

“NESC” means the National Electrical Safety Code, as may be amended or superseded, published by the Institute of Electrical and Electronics Engineers.

“OSHA” means the Occupational Safety and Health Administration of the United States Department of Labor, or OSHA’s duly appointed successor agency.

“Regulatory Approvals” means all licenses, permits and other approvals necessary for Licensee to install, operate and maintain Equipment on the License Area.

“Release” when used with respect to Hazardous Materials includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing on, under or about the License Area, other City Property or the environment.

“RF” means radio frequency or electromagnetic waves.

“Site License” means the document in the form of Exhibit A (Form of Site License Agreement) that, when fully executed, incorporates the provisions of this Master License

and authorizes Licensee to install, operate and maintain Equipment for the Permitted Use on Vertical Infrastructure identified in the Site License.

“Site License Application” means the same as that term is defined in Section 6.2 (Site License Application).

“Site License Effective Date” means the first day of the month after both the City and License fully execute a Site License. As an illustration, and not a limitation, if the last party to execute signs a Site License on August 2, 2017, the Site License Effective Date would be September 1, 2017.

“Term” means the term of this Master License, as defined in Section 3.1 (Master License Term).

“Vertical Infrastructure” means all standard street light poles, as shown in the City’s Standard Details and Specifications, page T-9, approved on July 16, 2013 (or similar facilities, as may be approved by the City in its sole discretion) owned or controlled by the City and located in the public rights-of-way.

2. SCOPE OF LICENSE

2.1. Site License Issuance and Effect

Pursuant and subject to the terms and conditions in this Master License, the City, in its capacity as the Vertical Infrastructure owner, will issue one or more Site Licenses, which will grant Licensee a contractual privilege to use and occupy certain space on the Vertical Infrastructure covered by such Site License(s) for the Permitted Use and to install, maintain and operate the Equipment as shown in the Approved Plans attached to such Site License(s). After the City issues a Site License to Licensee, the City shall not grant any third parties any present possessory rights or privileges to use or occupy the same space used or occupied by Licensee as shown in the Approved Plans; provided, however, the City may grant rights or privileges to use other spaces on the same Vertical Infrastructure for any other purpose except to the extent expressly provided otherwise in this Master License.

2.2. License Area

2.2.1. Limitations on License Areas

This Master License applies to only Vertical Infrastructure identified in final and fully executed Site Licenses. This Master License does not authorize Licensee or any other persons or entities to enter on to or use any other City Property, except the License Areas specified in any fully executed Site Licenses. Licensee expressly acknowledges and agrees that the City will not be obligated to issue any Site License or other license to Licensee for any purpose related to any decorative pole, which includes any Vertical Infrastructure or light standard with ornate features or characteristics designed or

intended to enhance the appearance of the pole, light standard or other Vertical Infrastructure.

2.2.2. License Area Condition

Licensee expressly acknowledges and agrees to enter on to and use the License Area in its **“as-is and with all faults”** condition. The City makes no representations or warranties whatsoever, whether express or implied, as to the License Area's condition or suitability for Licensee's use. Licensee expressly acknowledges and agrees that neither the City nor its Agents have made, and the City expressly disclaims, any representations or warranties whatsoever, whether express or implied, with respect to the License Area's physical, structural or environmental condition, the License Area's present or future suitability for the Permitted Use or any other matter related to the License Area.

2.2.3. Licensee's Due Diligence

Licensee expressly represents and warrants to the City that Licensee has conducted a reasonably diligent and independent investigation, either for itself or through an Agent selected by Licensee, into the License Area's condition and suitability for Licensee's intended use, and that Licensee relies solely on its due diligence for such determination. Licensee further expressly represents and warrants to the City that Licensee's intended use is the Permitted Use as defined in Section 5 in this Master License. Any testing performed by Licensee or its Agents shall be subject to the provisions in Section 7.3.3 (Alterations to City Property). In addition to any other conditions that the City may impose on such testing, Licensee shall have the obligation to repair any damage caused by such testing and to restore all affected areas to the condition that existed immediately prior to such testing.

2.2.4. Certified Access Specialist Disclosure

Pursuant to California Civil Code § 1938, as may be amended or superseded, and to the extent applicable to this Master License, the City expressly advises Licensee, and Licensee expressly acknowledges, that a Certified Access Specialist (as defined in California Civil Code § 55.53) has not inspected any License Area in whole or in part to determine whether it meets all applicable construction-related accessibility requirements.

2.3. Limitations on Licensee's Interests

2.3.1. Limited Interest Created

Licensee expressly acknowledges and agrees that: (1) Licensee does not have any rights to use or interest in any Vertical Infrastructure or other City Property for any purpose whatsoever until and unless the City issues a Site License that covers such Vertical Infrastructure or other City Property; and (2) neither this Master License nor any Site License issued pursuant to this Master License creates or will be deemed to create any

leasehold, easement, franchise or any other possessory interest (whether present, future, contingent or otherwise) or real property interest whatsoever in the License Area.

2.3.2. Limited Rights Created

Any Site License the City approves pursuant to this Master License grants Licensee only a non-possessory, non-exclusive and revocable license to enter on to and use the License Area for the Permitted Use in accordance with the terms and conditions in this Master License and the applicable Site License. Licensee expressly acknowledges and agrees that: (1) neither this Master License nor any Site License will be coupled with an interest; (2) the City retains legal possession and control over all Vertical Infrastructure for the City's Municipal Functions, which will be superior to Licensee's rights and interest in the Vertical Infrastructure, if any, at all times; (3) subject to the terms and conditions in this Master License, the City may terminate a Site License in whole or in part at any time; (4) except as specifically provided otherwise in this Master License, the City may enter into any agreement with third parties to use and/or occupy any Vertical Infrastructure and/or other City Property; and (5) neither this Master License nor any Site License creates or will be deemed to create any partnership or joint venture between the City and Licensee.

2.3.3. No Impediment or Limitations on City's Municipal Functions

Except as specifically provided otherwise in this Master License, neither this Master License nor any Site License will limit, alter or waive the City's absolute right to use any License Area, in whole or in part, as infrastructure established and maintained for the City's and the public's benefit.

2.3.4. Diminutions in Light, Air or Signal Transmission or Reception

In the event that any existing or future structure diminishes any light, air or signal propagation, transmission or reception, whether erected by the City or not, Licensee shall not be entitled to any reduction in any License Fee, Additional Fees or any other sums payable to the City under this Master License or any Site License, the City shall have no liability to Licensee whatsoever and such diminution will not affect this Master License, any Site License or Licensee's obligations except as may be expressly provided in this Master License.

3. TERM

3.1. Master License Term

The Term will commence on the Effective Date and automatically expire ten (10) years from the Effective Date on the Expiration Date, unless earlier terminated in accordance with this Master License, provided, however, that, unless the City or Licensee provides written notice to the other at least one year prior to expiration of the Term that it will not renew the Term, the Term will automatically renew for three additional five-year periods

(each such period a “**Renewal Term**”). The Renewal Term will be subject to the same terms and conditions set forth in this Master License.

3.2. Site License Term

Each Site License will commence on the Commencement Date and will have a term of ten (10) years, unless earlier terminated in accordance with this Master License. In the event that this Master License expires or is terminated, any Site License(s) still in effect shall remain subject to the terms and conditions in this Master License until such Site License(s) expire or are terminated. As an illustration and not a limitation, a Site License entered one year before the Master License expires would have nine years left on its term and remain subject to all the applicable terms and conditions in this Master License.

4. LICENSE FEE AND OTHER PAYMENTS

4.1. License Fee

4.1.1. License Fee Amount

Licensee shall pay an annual License Fee as specified in **Schedule 1** for each licensed Vertical Infrastructure authorized under any Site License. Each year throughout the Term on the anniversary of the Site License Commencement Date, the License Fee for all licensed Vertical Infrastructure will be increased by four percent (4%) over the License Fee payable in the immediately previous year. Schedule 1 contains the applicable License Fee per licensed Vertical Infrastructure in any given year throughout the Term. The same escalation in the annual License Fee would continue through any Renewal Term(s).

4.1.2. License Fee Payment

Licensee shall tender the first License Fee payment, without any deduction or setoff for any reason, at the time Licensee delivers the Acknowledgment Letter to the City. After the first License Fee payment, on or before the Commencement Date anniversary, Licensee shall pay each annual License Fee (as increased pursuant to Section 4.1.1) in advance without any prior demand, deduction, setoff or counterclaim for any reason, except to account for a partial year in the event this Master License expires or terminates or any abatement rights expressly granted in this Master License. Any amounts for less than a full year or full month will be calculated based on a 360-day year and a 30-day month.

4.2. Administrative Fees

4.2.1. Master License Administrative Fee

At the time Licensee delivers to the City a partially executed counterpart to this Master License, Licensee shall pay to the City a nonrefundable administrative fee equal to

[amount] and 00/100 Dollars (\$**[amount]**.00) (the “**Master License Administrative Fee**”) to cover the City’s costs to review and execute this Master License. The City will not be obligated to execute any Master License until the City receives the Master License Administrative Fee.

4.2.2. Site License Administrative Fee

At the time Licensee delivers to the City a Site License Application, Licensee shall pay to the City a nonrefundable administrative fee equal to **[amount]** and 00/100 Dollars (\$**[amount]**.00) per proposed Vertical Infrastructure (the “**Site License Administrative Fee**”). The City will not be obligated to commence its review for any Site License Application until the City receives the Site License Administrative Fee for that application.

4.3. Late Charges

In the event that Licensee fails to pay any License Fee, Additional Fee, Administrative Fees or any other amount payable to the City within 10 days after the City notifies that such amounts are due and unpaid, such amounts will be subject to a late charge equal to six percent (6%) of unpaid amounts.

4.4. Default Interest

Any License Fees, Additional Fees, Administrative Fees and all other amounts payable to the City other than late charges will bear interest at ten percent (10%) per annum from the due date when not paid within 10 days after due and payable to the City. Any sums received shall be first applied towards any interest, then to the late charge and lastly to principle amount owed. Any interest or late charge payments will not alone excuse or cure any default by Licensee.

4.5. Liquidated Charges and Fees

The parties agree that the Additional Fees payable under this Master License represent a fair and reasonable estimate of the administrative costs that the City will incur in connection with the matters for which they are imposed and that the City’s right to impose the Additional Fees is in addition to, and not in lieu of, any other rights it may have under this Master License. Furthermore:

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE CITY’S ACTUAL ADMINISTRATIVE COSTS AND OTHER DETRIMENT ARISING FROM LICENSEE DEFAULTS AND OTHER ADMINISTRATIVE MATTERS UNDER THIS MASTER LICENSE WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. BY PLACING THEIR INITIALS BELOW, EACH PARTY’S AUTHORIZED REPRESENTATIVE ACKNOWLEDGES THAT THE PARTIES HAVE AGREED, AFTER A NEGOTIATION, ON THE AMOUNT OF THE ADDITIONAL FEES AS

REASONABLE ESTIMATES OF THE CITY'S ADDITIONAL
ADMINISTRATIVE COSTS AND OTHER DETRIMENT.

Licensee _____

City _____

4.6. City's Payment Address

Licensee shall pay all License Fees, Additional Fees, Administrative Fees and all other amounts payable to the City in cash or other immediately available funds by either: (1) local check payable to City of Pittsburg or (2) electronic wire transfer. Any payment made with a dishonored check will be deemed unpaid.

5. USE

5.1. Permitted Use

Licensee may use the License Area solely for the installation, operation and maintenance of Equipment for transmission and reception of wireless communications signals (the "**Permitted Use**") in compliance with all applicable Laws and any conditions in any Regulatory Approvals and for no other use whatsoever without the City's prior written consent, which the City may withhold in its sole and absolute discretion for any or no reason.

5.2. Prohibition on "Macro Cell" Uses

The City and Licensee intend this Master License and any Site License to cover only "small cell" and/or distributed antenna system installations, as those terms are commonly understood to mean small, unobtrusive wireless facilities intended to cover relatively small geographic areas. Licensee expressly acknowledges and agrees that the Permitted Use under this Master License does not include the right to use any Vertical Infrastructure as a support structure for a "macro cell" or a traditional wireless tower typically constructed on private property.

5.3. Prohibition on Nuisances and Illegal Uses

Licensee shall not use the License Area in whole or in part in any unlawful manner or for any illegal purpose. In addition, Licensee shall not use the License Area in whole or in part in any manner that constitutes a nuisance as determined by the City in its reasonable judgment. Licensee shall take all precautions to eliminate any nuisances or hazards in connection with its uses and activities on or about the License Area.

5.4. Signs or Advertisements

Licensee acknowledges and agrees that its rights under this Master License and any Site License do not authorize Licensee to erect, post or maintain, or permit others to erect, post or maintain, any signs, notices, graphics or advertisements whatsoever on the License Area, except as may be specifically authorized under this Master License, any Site License or as may be required for compliance with any applicable Laws.

6. SITE LICENSES

6.1. City Approval Required

Licensee shall not have any right to use the License Area in whole or in part for any purpose until and unless the City approves a Site License that covers the License Area. Licensee may obtain a Site License only during the Term of this Master License and only after the City approves a Site License Application as provided in this Section 6. Subject to any express limitations in this Master License, the City will not be obligated to subordinate its Municipal Functions in any manner whatsoever to Licensee's interest under any Site License. The City shall not be obligated to consider or approve any Site License Applications after this Master License expires or is terminated. When the City considers whether to approve or disapprove any Site License Application, the City may consider any matter that affects its Municipal Functions, which include without limitation: (1) Licensee's proposed plans and Equipment specifications; (2) compliance with any applicable Laws; (3) impacts on the City's street light, traffic control or other municipal operations; (4) any potential hazards or unsafe conditions that could result from Licensee's installation, operation or maintenance; (5) any potential visual or aesthetic impacts, provided the proposed Equipment is not in conformance with objective design standards adopted by the City; (6) the additional load on the Vertical Infrastructure the proposed Equipment would create; and (7) any municipal plans for the Vertical Infrastructure, other City Property or the public right-of-way in proximity to the subject Vertical Infrastructure.

6.2. Site License Application

A complete Site License Application must include the following: (1) two partially executed duplicate counter parts of a Site License in the form attached as **Exhibit A** to this Master License, together with: (a) a fully completed **Exhibit A-1**, which shall contain a summarized list that identifies all Vertical Infrastructure covered under the Site License Application; (b) a fully completed **Exhibit A-2**, which shall contain detailed construction plans for the proposed installation(s) and an inventory for all proposed Equipment to be installed on the Vertical Infrastructure covered under the Site License Application; and (c) a true and correct copy of **Schedule 1** attached to this Master License; (2) the Site License Administrative Fee; (3) all other information and materials required for a complete application for all Regulatory Approvals issued by the City's departments, which the City may update from time-to-time in accordance with applicable Laws and may include, without limitation, a pole loading analysis that evaluates the effect of the proposed Equipment on the subject Vertical Infrastructure and its estimated service life; and (4) if the City elects to augment its staff as provided in Section 6.3.3 (City Staff Augmentation),

a deposit for the City's estimated costs. Notwithstanding anything in this Master License to the contrary, Licensee shall not submit one or more Site License Applications that, either individually or cumulatively, covers more than [x] separate Vertical Infrastructure locations within the same timeframe for the City's review as specified in Section 6.3.2 (Timeframe for City's Review).

6.3. Site License Application Review Procedures

6.3.1. Site License Application Priority

Licensee expressly acknowledges that the City either already has or may in the future enter into similar master license agreements for its Vertical Infrastructure with other persons or entities, and that Licensee and such third parties may from time-to-time desire to license the same Vertical Infrastructure from the City. To promote a fair and competitively neutral process, the City shall implement a first-in-time prioritization process as provided in this Section 6.3.1. The City shall review each Site License Application, which includes without limitation any Site License Applications submitted by other licensees, in the order received. Each Site License Application will be date and time stamped when received by the City, and such stamp shall control the Site License Application's priority relative to other Site License Applications. In the event that the City receives two Site License Applications for the same Vertical Infrastructure, the applications with lower priority will be held in abeyance until the higher-priority application is withdrawn, denied or timed-out as provided in this Master License, at which time the City will commence to review the next-highest priority Site License Application for that Vertical Infrastructure.

6.3.2. Timeframe for City's Review

The City will review each complete Site License Application within the applicable timeframes under applicable Laws, taking into account any tolling periods for such timeframes as provided in applicable Laws, and as modified in this Master License. Licensee shall provide the City with at least 60 days prior notice for any Site License Application that covers more than five proposed installations on Vertical Infrastructure to allow the City sufficient time to augment its staff as provided in Section 6.3.3 (City Staff Augmentation). Licensee shall use best efforts not to submit successive Site License Applications that would effectively thwart the City's right to the 60-day advance notice provided in this Section 6.3.2. In the event that Licensee fails to provide the notice required in this Section or submits successive Site License Applications that exceed the five-installation threshold within any 30-day period, the parties shall enter into a written agreement to extend the applicable timeframes under applicable Laws for at least an additional 60 days, unless the City, in its sole discretion, agrees to a shorter extension.

6.3.3. City Staff Augmentation

To assist the City review and process Site License Applications in a timely manner, the City shall have the right to select and retain temporary staff members, consultants and/or

other independent contractors with qualifications and expertise acceptable to the City (“**Staff Augmentation**”). Licensee shall be responsible for all costs incurred by the City in connection with Staff Augmentation. Upon the City’s request, Licensee shall furnish the City with a deposit in an amount reasonably estimated by the City to cover the Staff Augmentation costs for a particular Site License Application. If the deposit is insufficient to cover the City’s costs, Licensee shall reimburse the City for the difference between the deposited amount and the total Staff Augmentation costs within 10 days after Licensee receives the City’s demand for reimbursement, together with copies of invoices or other documentation to evidence the City’s costs.

6.3.4. Consultation with Other City Departments

The City, in its capacity as the licensor under this Master License, may consult with other departments within the City to assess whether Licensee’s proposed Equipment poses any concerns, which includes without limitation any concerns about aesthetics, historic or environmental impacts, traffic control, pedestrian access and general right-of-way management. Licensee acknowledges that any consultation with any other City departments in accordance with this Section 6.3.4 and any actions or failures to act by the City that may result from such consultations would be in the City’s capacity as the Vertical Infrastructure owner and not an exercise of the City’s regulatory authority.

6.3.5. Amendments to Site License Applications

In the event that the City determines for any reason that the Site License Application is incomplete or the Permitted Use at any particular proposed License Area would impede its Municipal Functions, the City will provide notice to Licensee as soon as reasonably practicable. Licensee will have 14 days from such notice to amend its Site License Application without any impact on the Site License Application’s priority relative to any other applications then under review or later received by the City. Any amendments received after the 14-day period or any other changes Licensee may make to the Site License Application will cause the date and time on which the application was submitted or deemed submitted to be changed to the date and time on which Licensee submitted the proposed changes.

6.3.6. Site License Application Approvals

In the event that the City approves a Site License Application, the City will return one fully executed Site License to Licensee. Such approval may occur before or simultaneous with any approvals or denials for any Regulatory Approvals issued by the City in its regulatory capacity. Licensee acknowledges and agrees that the City’s decision to approve or disapprove any Site License Application is not, and will not be deemed to be, a regulatory determination subject to any administrative appeal, but is an exercise of the City’s authority over its Vertical Infrastructure as its personal property. In the event that Licensee fails to commence construction pursuant to the Site License within one year from the date the City fully executes the Acknowledgment Letter, the Site License shall automatically expire unless the City Manager grants a written extension that may not exceed one

additional year. Licensee shall not be entitled to any refund for any fees, which include without limitation the License Fee, paid in connection with a Site License that expires pursuant to this Section 6.3.6. Nothing in this Section 6.3.6 is intended to prohibit or prevent Licensee from submitting a new Site License Application for the same or substantially the same Vertical Infrastructure as those covered under a Site License that expired pursuant to this Section 6.3.6.

6.3.7. Site License Application Denials

Licensee acknowledges that the City reserves the absolute right to disapprove any Site License Application in whole or in part when the City determines in its sole judgment that the proposed Equipment would unreasonably interfere with the City's Municipal Functions or create a hazardous or unsafe condition. The City shall provide Licensee with a written denial that states the basis for the denial.

6.3.8. Licensee's Waiver of Certain Federal or State Rights

Despite any potential future change in any applicable Laws during the initial 10-year term under this Master License (the "**Initial Term**"), Licensee expressly and irrevocably waives any State or Federal rights to challenge: (1) the fees paid to the City pursuant to this Master License and any Site License; (2) the timeframes established in this Master License by which the City must review and process Site License Applications, including any notices, tolling or extensions required under this Master License or any Site License; and (3) the right to claim that new facilities installed pursuant to this Master License or any Site License are eligible for mandatory collocations or modifications pursuant to Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, or any similar Laws. At least 90 days prior to any extension under this Master License, Licensee may request from the City an amendment to this Master License to comply with such changed Laws, if applicable. Any such amendment would be effective only after the Initial Term expires or as may be otherwise agreed to by the parties.

6.4. Replacement Vertical Infrastructure

In the event that Licensee desires to replace any existing Vertical Infrastructure, or in the event that the City requires Licensee to replace any existing Vertical Infrastructure as a condition on the City's approval for a Site License, Licensee shall: (1) design and/or procure the replacement Vertical Infrastructure to be (a) substantially the same as the existing Vertical Infrastructure to be replaced, (b) consistent with the City's specifications for similar Vertical Infrastructure, and (c) consistent with the City's objective design standards; and (2) install the replacement Vertical Infrastructure at Licensee's sole cost and expense and in accordance with all applicable provisions in this Master License, which includes without limitation Section 7 (Equipment Installation). After Licensee installs any replacement Vertical Infrastructure, the City will have the right to inspect the improvements and installation work and accept, reject and require corrections to such improvements or installation work. Licensee shall make any and all necessary corrections to any replacement Vertical Infrastructure within 60 days after a rejection by the City. After

the City accepts the replacement Vertical Infrastructure, Licensee shall transfer title to the replacement Vertical Infrastructure to the City by a written instrument mutually acceptable to the parties. Licensee acknowledges and agrees that the City's approval of the Site License will be the only consideration due to Licensee in exchange for transferring title to any replacement Vertical Infrastructure to the City, and Licensee will not be entitled to any additional pecuniary or non-pecuniary consideration.

6.5. Future Modifications to Equipment Shown on the Approved Plans

At any time after the Commencement Date, Licensee may, upon written notice to the City, replace or upgrade the Equipment shown in the Approved Plans so long as (1) such replacement or upgraded equipment is the same or smaller than the Equipment in the Approved Plans for that Vertical Infrastructure; (2) the replacement or upgrade does not result in an increase in overall height; and (3) the concealment associated with the existing Equipment and Vertical Infrastructure is maintained or improved as reasonably determined by the City. Any other changes, additions or expansions to the Equipment shown in the Approved Plans shall require the City's prior written consent, which the City may withhold only in accordance with the provisions in Section 6.1 (City Approval Required). In any case, Licensee shall not be required to submit a new Site License Application for modifications to Equipment installed pursuant to a valid Site License. Licensee shall perform all modifications in accordance with the provisions in Section 7 (Equipment Installation). Within 60 days after Licensee completes any modification, Licensee shall, at its sole cost, tender to the City as-built plans and Equipment specifications for the modified Equipment. The City shall review such as-built plans and approve or reject them for cause. After the City's approval, such as-built plans will replace the portions of Exhibit A-2 that depicted the Equipment prior to the modification.

7. EQUIPMENT INSTALLATION

7.1. Prior Regulatory Approvals Required

Licensee shall not commence any installation, construction and other work on or about the License Area until and unless Licensee first obtains all necessary prior Regulatory Approvals issued by the City in its regulatory capacity, which includes without limitation any encroachment permits, building permits, excavation permits, electrical permits and any other permits or approvals issued by the City. Any installation, construction and other work performed by Licensee or its Agents or Invitees without such Regulatory Approvals will be a default under this Master License in addition to any other liabilities or penalties the City, in its regulatory capacity, may impose on Licensee for the same acts or omissions.

7.2. Acknowledgment Letter as Licensee's Notice to Proceed

After Licensee obtains all necessary prior Regulatory Approvals, Licensee shall tender a partially executed Acknowledgment Letter to the City that includes **[describe the required attachments]**. The City shall use reasonable efforts to review, countersign and tender the

fully executed Acknowledgment Letter to Licensee within 10 business days from the date on which the City receives a partially executed Acknowledgment Letter with all required attachments. Licensee shall not commence any work on or about the License Area until and unless Licensee first obtains a fully executed Acknowledgment Letter from the City. Such fully executed Acknowledgment Letter will serve as Licensee's notice to proceed with its installation work.

7.3. Installation Work

Licensee shall perform all installation, construction and other work in connection with the License Area in strict compliance with the Approved Plans and in a diligent, skillful and workmanlike manner.

7.3.1. Changes to Approved Plans Required by Regulatory Approvals

Licensee may amend any Approved Plans when such changes are required to obtain or maintain compliance with Regulatory Approvals necessary to install the Equipment, so long as Licensee obtains the City's prior written consent, which the City shall not unreasonably withhold.

7.3.2. Corrections to Approved Plans

Licensee shall have the obligation to correct any errors or omissions in any Approved Plans and related Regulatory Approvals. Licensee shall immediately send written notice to the City in the event that Licensee discovers any such defects. Any Approved Plans and/or amendments to Approved Plans by the City will not release or excuse Licensee's obligations under this Section 7.3.2.

7.3.3. Alterations to City Property

Licensee shall not remove, damage or in any manner alter any City Property without prior written consent from the City and any other public agencies with jurisdiction over the subject City Property. The City may withhold its consent in its sole and absolute discretion, and may reasonably condition its consent in each instance based on scope and nature of the proposed alterations. Licensee shall immediately notify the City if any removal, damage or other alteration occurs to City Property for any reason and through any cause.

7.3.4. Licensee's Contractors

Licensee shall use only qualified and trained persons and appropriately licensed contractors for all installation, construction and other work performed on or about the License Area. At least five (5) business days before any installation, construction and other work commences on or about the License Area, Licensee shall provide the City with: (1) a schedule with all activities to be performed in connection with the installation, construction and other work; and (2) a list with all the names, contractors' license

numbers, contact information, and business addresses for all contractors or subcontractors who will perform the installation, construction and other work.

7.4. Labor and Material Costs

Licensee shall be responsible for all direct and indirect costs (labor, materials and overhead) in connection with designing, purchasing and installing all Equipment in accordance with the Approved Plans and all applicable Laws. Licensee shall also bear all costs to obtain and maintain all Regulatory Approvals required in connection with the installation, which includes without limitation all direct and indirect costs to comply with any approval conditions or mitigation measures that arise from Licensee's proposed installation. Licensee shall timely pay for all labor, materials, Equipment and all professional services related to the Permitted Use or furnished to the License Area at Licensee's direction or for Licensee's benefit. Licensee shall keep the License Area and all other City Property free from any and all mechanics', materialmen's and other liens and claims arising out of any work performed, materials furnished or obligations incurred by or for Licensee.

7.5. Project Managers

The City and Licensee each designate the person listed in this Section 7.5 as its project manager to coordinate Licensee's Equipment design and installation, and serve as each party's respective primary contact person for all design, engineering, construction and installation issues that may arise between the parties in connection with this Master License.

City's Project Manager:

Licensee's Project Manager:

Licensee acknowledges that the City's project manager is not exclusively assigned to this Master License or any Site License, and that the City's project manager may not always be immediately available to Licensee or its project manager. Licensee further acknowledges that the authority delegated by the City to the City's project manager is limited to the administration of this Master License, any Site License Applications and any approved Site Licenses. The parties' respective project managers will have no obligation to personally perform any term or covenant to be performed by the other party under this Master License. Notices to the parties' respective project managers alone will not be deemed effective notice for any purpose under this Master License.

7.6. Coordination with the City

Licensee must coordinate all its installation, construction and other work on or about the License Area with the City so as to avoid any interference (physical, electronic or otherwise) with any existing utilities, substructures, facilities, City Property and the City's municipal operations.

7.7. [intentionally omitted]

7.8. Title to Licensee's Equipment and Other Improvements

Except as specifically provided otherwise in this Master License, all Equipment and other improvements installed, constructed or placed on or about the License Area by Licensee or its Agents or Invitees will be and remain at all times Licensee's personal property. All structural improvements to any Vertical Infrastructure, any replacement Vertical Infrastructure and any underground fiber optic cables, all as approved by the City and shown in the Approved Plans, will become City Property and remain should Licensee vacate or abandon such License Area, unless the City elects in a written notice to Licensee that it does not wish to take title to such structural improvements. Subject to Section 26 (Surrender of License Area), Licensee may remove its Equipment from the License Area at any time after 30 days' written notice to the City.

7.9. Prevailing Wages

7.9.1. Compliance with Prevailing Wage Policies

The services to be provided under the Master License or Site License are or may be subject to prevailing wage rate payment as set forth in California Labor Code § 1771. Accordingly, to the extent that any such services are subject to the prevailing wage rate payment requirements, Licensee and its Agents shall comply with all applicable California Labor Code requirements pertaining to "public works," including the payment of prevailing wages in connection with the services to be provided to the City hereunder (collectively, "**Prevailing Wage Policies**"). Licensee shall submit, upon request by the City, certified copies of payroll records to the City and shall maintain and make such records available to the City or the City's duly authorized representative for inspection and copying in a manner consistent with Licensee's obligations under Section 24 (Records).

Licensee shall defend, indemnify and hold the City and its Indemnified City Parties harmless from and against any and all present and future Claims, that arise from or in connection with Licensee's obligation to comply with all Laws with respect to the installation, construction and other work, and Prevailing Wage Policies, which includes without limitation any and all Claims that may be made by Agents or other third parties pursuant to California Labor Code §§ 1726 and 1781, as amended and added by California Senate Bill 966 (Alarcon), and as may be amended or superseded in the future.

Licensee hereby waives, releases and discharges forever the City and Indemnified City Parties from any and all present and future Claims that arise from or in connection with Licensee's obligation to comply with all Laws with respect to the installation, construction and other work and Prevailing Wage Policies. Licensee hereby acknowledges that Licensee is aware of and familiar with the provisions in California Civil Code § 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Licensee hereby waives and relinquishes all rights and benefits which it may have under California Civil Code § 1542, as such relates to the Master License and any Site License. Licensee's obligations under this Section 7.9 will survive the expiration or earlier termination of this Master License and any Site License.

7.9.2. Senate Bill 854 Notice Requirements

As provided in SB 854 (Stats. 2014, ch. 28): (a) no contractor or subcontractor may be qualified to bid on, be listed in a bid proposal subject to the requirements of Section 4104 of the California Public Contracts Code, or engage in the performance of any contract for public work, unless currently registered with the Department of Industrial Relations ("DIR") and qualified to perform public work pursuant to California Labor Code Section 1725.5 (Cal. Lab. Code § 1771.1(a)); (b) no contractor or subcontractor may be awarded a public works contract unless registered with the DIR to perform public work pursuant to California Labor Code Section 1725.5 (Cal. Lab. Code § 1771.1(b)); and (c) work performed on the project is subject to compliance monitoring and enforcement by DIR (Cal. Lab. Code § 1771.4).

7.9.3. Job Site Notices

Licensee shall post at the job site notices in compliance with Title I of the California Code of Regulations Section 16451.

8. LICENSEE'S MAINTENANCE OBLIGATIONS

8.1. Equipment Maintenance

Licensee shall, at its sole cost and expense, maintain all Equipment installed on the License Area in good condition at all times, and shall promptly repair any damage to any Equipment installed on the License Area whenever repair or maintenance may be required, subject to the City's prior approval if required under Section 7 (Equipment Installation). Licensee will not be required to seek the City's prior approval for any Equipment repair, maintenance, replacement or other installation on the License Area

when such Equipment appears on the Approved Plans. Licensee must obtain the City's prior written approval for any Equipment repair, maintenance, replacement or other installation that involves larger, different or additional Equipment than as appears on the Approved Plans. Licensee expressly acknowledges that Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (codified at 47 U.S.C. § 1455), as may be amended or superseded, does not apply to this Master License or any Site License. Licensee expressly acknowledges and agrees that Licensee shall not perform any repair, maintenance, replacement or other work authorized under this subsection until and unless Licensee obtains all Regulatory Approvals required for such work.

8.2. Damage to Vertical Infrastructure

8.2.1. Notice to City

If Licensee discovers any damage to the License Area from any cause, which includes without limitation damage from weather events or natural disasters, Licensee shall promptly give notice to the City that describes damage and the location(s) where the damage occurred. Licensee will not be deemed to have assumed liability for any life-threatening or hazardous conditions by giving such notice, unless such conditions were caused by or arose in connection with Licensee's or its Agent's or Invitee's acts, omissions or negligence.

8.2.2. Damage Caused by Licensee

In the event that any maintenance by Licensee or its Agents or Invitees cause any damage to any Vertical Infrastructure, Licensee must repair such damage within 30 days after the City provides a notice to Licensee that describes such damage. Such 30-day cure period may be extended to a date certain if the City agrees the cure reasonably requires more time. In the event that Licensee fails to timely cure the damage, the City may repair the damage at Licensee's expense. Licensee will reimburse the City for all costs incurred to repair such damage within 10 days after Licensee receives the City's demand for payment, together with copies of invoices or other evidence to document the costs incurred. The City's right to repair any damage and receive reimbursement from Licensee pursuant to this Section 8.2.2 shall be in addition to (and not exclusive of) any legal and equitable remedies the City may have under applicable Laws.

8.2.3. No Right to Repair Vertical Infrastructure

Absent notice from the City with a demand to cure any damage to any Vertical Infrastructure, or an authorization to proceed with such work, Licensee is not authorized to make any repairs to any Vertical Infrastructure or License Area. Licensee expressly waives all rights it may have under any applicable Laws to make repairs at the City's expense.

8.3. Graffiti Abatement

In addition to Licensee's other maintenance obligations under this Master License and any Site License, Licensee shall remove any graffiti or other similar markings from the License Area promptly upon actual notice (but in no event later than 48 hours after notice from the City).

8.4. Maintenance Work Performance Standards

All work performed by or for Licensee under this Section 8 shall be performed: (1) at Licensee's sole cost and expense; (2) by only qualified and trained persons and appropriately licensed contractors; (3) in a manner and with equipment and materials that will not interfere with or impair the City's municipal operations on or about the License Area; and (c) in a manner compliant with all applicable Laws.

8.5. Maintenance Certification

Once in every five-year period throughout the Term, Licensee shall inspect (or cause to be inspected) all its Equipment installed pursuant to this Master License and any Site Licenses and submit a written report to the City that: (1) identifies each Vertical Infrastructure licensed to Licensee; (2) inventories the Equipment installed on such Vertical Infrastructure; (3) identifies any third-parties who use each such Vertical Infrastructure pursuant to this Master License; and (4) certifies that all installations are in compliance with this Master License, the applicable Site License and the most current Approved Plans. In the event that the CPUC or any other governmental authority requires Licensee to perform the same or substantially similar inspection, the City agrees that it will accept a written report prepared in connection with such inspection so long as it meets the requirements described in items (1), (2), (3) and (4) in this subsection and such report was prepared within the last 12 months.

9. UTILITIES

Licensee shall be responsible to secure its own utility services for its Permitted Use and shall not be permitted to "submeter" from any electrical service provided to the City on any License Area without the City's prior written consent, which the City may withhold in its sole and absolute discretion. Licensee shall timely pay when due all charges for all utilities furnished to its Equipment on the License Area.

10. TAXES, ASSESSMENTS AND OTHER IMPOSITIONS

Licensee agrees to pay when due (and prior to delinquency) any and all taxes, assessments, charges, excises and exactions whatsoever, including without limitation any possessory interest taxes, that arise from or in connection with Licensee's use within the License Area or Licensee's Equipment that may be imposed on Licensee under applicable Laws. Licensee shall not allow or suffer any lien for any taxes assessments, charges, excises or exactions whatsoever to be imposed on the License Area or Licensee's Equipment. In the event that the City receives any tax or assessment notices on or in connection with the License Area or Licensee's Equipment, the City shall promptly

(but in no event later than 30 calendar days after receipt) forward the same, together with reasonably sufficient written documentation that details any increases in the taxable or assessable amount attributable to Licensee's Equipment. Licensee understands and acknowledges that this Master License and any Site License may create a possessory interest subject to taxation and that Licensee will be required to pay any such possessory interest taxes. Licensee further understands and acknowledges that any sublicense or assignment under this Master License and any options, extensions or renewals in connection with this Master License or any Site License may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this Master License.

11. LICENSEE'S OBLIGATIONS TO MAINTAIN COMPLIANCE WITH LAWS

11.1. Compliance with CPUC General Orders

In addition to all other Laws, Licensee shall conduct all activities on the License Area in accordance with all applicable CPUC general orders, which includes without limitation CPUC General Order 95 and CPUC General Order 128 as those orders may be amended or superseded in the future, and the rules, regulations and other requirements adopted or enacted by the CPUC under such general orders.

11.2. Compliance with Building and Electric Codes

In addition to Licensee's compliance with all other Laws, Licensee shall conduct all activities on the License Area in accordance with the requirements in the California Building Code and the California Electric Code, as adopted by the City with any amendments allowed by law; the National Electrical Safety Code (the "NESC"); and Pacific Gas & Electric ("PG&E") technical standards, including without limitation PG&E Utility Bulletin TD-027911 B-003 (attached to this Master License as Exhibit D), as those codes or standards exist now or may be amended in the future. To the extent that CPUC General Order 95 does not address cellular telephone antenna installations on Vertical Infrastructure carrying electrical lines, Licensee shall apply applicable provisions of the NESC, with particular attention to paragraphs 224, 235C, 235F, 238, 239 and 239H and sections 22, 41 and 44. Where any conflict exists between the California Building Code, the NESC, the California Electric Code, PG&E technical standards, any local code and CPUC General Order 128, the more stringent requirements will apply, as determined by the City.

11.3. Compliance with RF Exposure Regulations

In addition to Licensee's compliance with all other Laws, Licensee shall maintain compliance with all Laws related to human exposure to RF emissions, which includes without limitation all guidelines and recommended best practices issued by the FCC, OSHA, CPUC and other regulatory agencies on or about the License Area, whether such RF emissions or exposure results from Licensee's Equipment alone or in combination with all other sources on or near the License Area.

12. PUBLIC WORKS' OPERATIONS

12.1. City's Access to License Area

Except as specifically provided otherwise in this Master License, the City and its Agents have the absolute right to access any License Area in whole or in part at any time without notice for any purpose. The City will not be liable in any manner whatsoever, and Licensee expressly waives any Claims for inconvenience, disturbance, lost business, nuisance or other damages that may arise from the City's or its Agents' access to the License Area, which includes, without limitation, any Equipment removed in an emergency or other exigent circumstances pursuant to Section 12.4 (Emergencies), except to the extent that the damage is caused directly and exclusively by the City's or its Agent's sole active negligence or willful misconduct and not contributed to by Licensee's or its Agents' or Invitees' acts, omissions or negligence.

12.2. City's Maintenance, Repairs or Alterations to Vertical Infrastructure

The City will: (1) maintain and repair Vertical Infrastructure as needed, in the City's sole judgment, for its street light operations and other Municipal Functions; and (2) correct any immediately hazardous condition. Except as provided in Section 19 (Termination), neither any City work on any Vertical Infrastructure nor any condition on any Vertical Infrastructure will: (a) entitle Licensee to any damages; (b) excuse or reduce any obligation by Licensee to pay any License Fees or Additional Fees or perform any covenant under this Master License or any Site License; or (c) constitute or be construed as a constructive termination of this Master License or any Site License.

12.3. City's Maintenance, Repairs or Alterations to Other City Property

The City may, at any time, alter, add to, repair, remove from and/or improve the License Area in whole or in part for any Municipal Functions, which includes without limitation maintenance and improvements in connection with street light services and compliance with all applicable Laws; provided, however, that the City: (1) makes a good-faith effort to provide prior notice to Licensee's On-Call Representative; (2) allows Licensee's On-Call Representative to observe the City's work; and (3) the City takes reasonable steps not to disrupt Licensee's ordinary operations on the License Area, taking into account any exigencies that may threaten persons or property. The provisions in this Section 12.3 will not be construed to allow Licensee's ordinary operations to impede or delay the City's authority and ability to make changes to the License Areas necessary to maintain street light services, traffic control services, any municipal utility services (to the extent permissible under applicable Laws) or any other Municipal Functions carried out for the public's health, safety, welfare or benefit.

12.4. Emergencies

In emergencies, and unless expressly provided in applicable Laws, the City's work and operations will take precedence over Licensee's operations, which includes without limitation any Equipment operated on the License Area, and the City may access the License Area in whole or in part as the City deems necessary in its sole and absolute determination and in accordance with this Section 12.4, with or without notice to Licensee. When safe and practicable, as determined by the City, the City will notify Licensee of any emergency or other exigent circumstances that requires the City to remove or replace any Vertical Infrastructure or other City Property and will allow Licensee to remove its Equipment before the City removes or replaces such Vertical Infrastructure or other City Property; provided, however, that the City will remove the Equipment from the License Area when in the City's sole determination it would: (1) be unsafe or not practicable to wait for Licensee to perform (or cause to be performed) the work; (2) result in significant delay; or (3) otherwise threaten or compromise public health, safety, welfare or public services. The City will remove any Equipment with reasonable care and store such Equipment for retrieval by Licensee. Licensee shall have the right to reinstall such removed Equipment (or equivalent replacement Equipment) at Licensee's sole expense on the repaired or replaced Vertical Infrastructure and/or License Area and in accordance with Section 7 (Equipment Installation). Licensee expressly acknowledges that any act(s) taken by the City pursuant to this Section 12.4, which includes without limitation any Equipment removal or storage, will not be deemed to be a forcible or unlawful entry onto the License Area or any interference with Licensee's contractual privilege to use the License Area.

13. INDEMNIFICATION

13.1. Licensee's Indemnification Obligations

Licensee, for itself and its successors and assigns, shall indemnify, defend and hold the City and its Agents, Invitees, elected and appointed officials and volunteers (collectively, the "**Indemnified City Parties**") harmless from and against any and all Claims incurred in connection with or arising in whole or in part from: (1) death or personal injury to any person or damage or loss to any property that occurs on or about the License Area or arises in connection with Licensee's or its Agents' or Invitees' authorized or unauthorized uses or activities on or about the License Area; (2) Licensee's failure or refusal to observe or perform any term, covenant, condition or other provision in this Master License to be observed or performed by Licensee; (3) Licensee's or its Agents' or Invitees' use or occupancy of the License Area, or the manner in which Licensee or its Agents or Invitees use or occupy the License Area; (4) any exposure to RF emissions from Licensee's Equipment; (5) the License Area condition or any occurrence on or about the License Area attributable to the events described in clauses (1), (2), (3) or (4) under this Section 13; or (6) any act or omission by Licensee or its Agents or Invitees on or about the License Area; all whether any negligence may be attributed to any Indemnified City Parties or not, all whether any liability without fault is imposed or sought to be imposed on any Indemnified City Parties or not, but except to the extent that such Claim is caused directly and exclusively by the City's sole active negligence or willful misconduct. Licensee's obligations under this Section 13 includes, without limitation, all reasonable fees, costs

and expenses for attorneys, consultants and experts, and the City's actual costs to investigate any Claim. Licensee expressly acknowledges and agrees that (a) it has an immediate and independent obligation to defend any Indemnified City Parties from any Claim that actually or potentially falls within this Section 13, even when the allegations in the Claim are or appear to be groundless, fraudulent or false; and (b) Licensee's obligations under this Section 13 arise at the time any Indemnified City Parties tender such Claim to Licensee and continue until such Claim's final resolution. Licensee's obligations under this Section 13 shall survive this Master License's and any applicable Site License's expiration or termination.

13.2. Licensee's Defense of City

In the event that any Claim is brought against any Indemnified City Parties in connection with any subject matter for which any Indemnified City Parties are indemnified by Licensee under this Master License or any Site License, Licensee shall, upon written notice and at Licensee's sole cost and expense, resist and defend against such Claim with legal counsel acceptable to the City. The City shall not unreasonably withhold its consent to legal counsel selected by Licensee; provided, however, that the City may reject any legal counsel that: (1) has less than 10 years' direct experience representing public agencies in similar actions or proceedings as that brought against the Indemnified City Parties; (2) has any past disciplinary actions by any United States tribunal or state bar association; or (3) has any actual or potential conflicts of interest with any Indemnified City Parties. Licensee shall not, without the City's written consent, enter into any compromise or settlement agreement on any Indemnified City Parties' behalf that (a) admits any liability, culpability or fault whatsoever on any Indemnified City Parties' part; or (b) requires any Indemnified City Party to take any action, which includes without limitation any change in the City's policies, or pay any money. Nothing in this Master License shall be construed to limit or preclude any Indemnified City Parties or their respective legal counsel from cooperating with Licensee and participating in any judicial, administrative or other litigation or proceeding.

14. INSURANCE

Prior to any activities by Licensee on the License Area or other City Property, Licensee shall comply with all insurance requirements and other obligations contained in **Exhibit B**. The City shall have the right to amend or replace the insurance requirements and other obligations contained in **Exhibit B** on 60 days' prior written notice to Licensee.

15. LIMITATIONS ON LIABILITY

15.1. General Limitation on City's Liability

Licensee expressly acknowledges that the City is not responsible or liable to Licensee for any and all Claims that arise in connection with (1) acts or omissions by persons or entities using the sidewalk, street or other areas adjoining, adjacent to or connected with any License Area; (2) any utility service interruption; (3) theft; (4) burst, stopped or leaking

water, gas, sewer, steam or other pressurized pipes; (5) fires, floods, earthquakes or other *force majeure*; or (6) any vehicular collision on or about the License Area or other City Property; all except to the extent such events are caused directly and exclusively by the City's sole active negligence or willful misconduct. Licensee expressly waives and releases all Claims it may have against the City or its Agents that arise in connection with the events described in this Section 15.1 as may be related to this Master License, any Site License or any acts or omissions on or about the License Area. Licensee shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, and to develop and implement all safety plans and procedures for all construction, installation or other work undertaken by Licensee, its Agents and other persons or entities acting under Licensee's direction or control.

15.2. Consequential, Indirect or Punitive Damages

Licensee expressly acknowledges and agrees that the License Fees and Additional Fees payable under this Master License do not take into account any potential liability on the City's part or any Indemnified City Parties' part for consequential or incidental damages. The City would not be willing to enter into this Master License or issue any Site Licenses unless Licensee completely waived any Claims against the City or any Indemnified City Parties, to the fullest extent permitted by applicable Laws, for consequential or incidental damages due to the acts or omissions by the City or its Agents, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligation placed on Licensee or other waivers contained in this Master License, and as material consideration for this Master License and all Site Licenses (if any), Licensee fully releases, waives and discharges forever any and all Claims against the City for consequential and incidental damages that may arise from or in connection with this Master License or any Site License, which includes without limitation any lost profits related to any disruption to Equipment, any interference with uses or operations conducted by Licensee under this Master License and/or any Site Licenses, from any cause whatsoever, and whether or not due to the active or passive negligence or willful misconduct by the City or any Indemnified City Parties, and covenants not to sue for such damages the City, the City's departments and all City agencies, officers, directors and employees, and all persons acting by, through or under them. In no event will Licensee be liable to the City for any special, consequential or indirect damages.

15.3. No Relocation Assistance

Neither this Master License nor any Site License creates any right in Licensee to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (California Government Code §§ 7260 *et seq.*), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.*), as either may be amended or superseded, or any similar Laws upon or after any termination. To the extent that any such Laws may apply, Licensee waives, releases and relinquishes forever any and all Claims that it may have against the City for any compensation from the City except as provided in Section 23 (Condemnation).

15.4. Mutual Personal Liability Waiver

In no event will any City board, agency, member, officer, employee or other Agent be personally liable to Licensee, its successors or assigns, for any default, breach, other nonperformance or sum unpaid sum by the City. In no event will any Licensee board, agency, member, officer, employee or other Agent be personally liable to the City for any for any default, breach, other nonperformance or sum unpaid sum by Licensee.

16. HAZARDOUS MATERIALS

16.1. Hazardous Materials in the License Area

Licensee covenants and agrees that neither Licensee nor its Agents or Invitees will cause or permit any Hazardous Materials to be brought upon, kept, used, stored, generated, disposed of or Released in, on, under or about the License Area or any other City Property, in whole or part, or transported to or from any City Property in violation of any Environmental Laws, except that Licensee may use small quantities of Hazardous Materials as needed for routine operation, cleaning and maintenance of Licensee's Equipment that are customarily used for routine operation, cleaning and maintenance of such equipment and so long as all such Hazardous Materials are contained, handled and used in compliance with all Environmental Laws.

16.2. Hazardous Materials Release Notice

Licensee shall immediately notify the City if and when Licensee learns or has reason to believe any Hazardous Materials Release has occurred in, on, under or about the License Area or other City Property. Licensee will not be deemed to have assumed liability for any such Release by giving such notice, unless such Release was caused by or arose in connection with Licensee's or its Agent's or Invitee's acts, omissions or negligence.

16.3. Licensee's Hazardous Materials Indemnification Obligations

If Licensee breaches any obligations contained in this Section 16 (Hazardous Materials), or if any act, omission or negligence by Licensee or its Agents or Invitees results in any contamination on or about the License Area or other City Property, or in a Hazardous Materials Release from, on, about, in or beneath the License Areas or any other City Property, in whole or in part, or any Environmental Law violation, then Licensee, for itself and its successors and assigns, shall indemnify, defend and hold the City and any Indemnified City Parties harmless, from and against any and all Claims (including damages for decrease in value of the License Area or other City Property, the loss or restriction of the use of usable space in the License Area or other City Property and sums paid in settlement of Claims, attorneys' fees, consultants' fees, and experts' fees and related costs) that arises during or after the Term related to or in connection with such Release or violation; provided, however, Licensee shall not be liable for any Claims to the extent such Release or violation was caused directly and exclusively by the City's sole active negligence or willful misconduct. Licensee's indemnification obligation includes all

costs incurred in connection with any activities required to Investigate and Remediate any Hazardous Materials brought or Released onto the License Area or other City Property by Licensee or its Agents or Invitees and to restore the License Area or other City Property to its condition prior to such introduction or Release, or to correct any Environmental Law violation. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City and the other Indemnified City Parties from any Claim that actually or potentially falls within this indemnity provision even if the allegations supporting the Claim are or may be groundless, fraudulent or false, and that said obligation arises at the time such Claim is tendered to Licensee by the Indemnified City Party and continues until the Claim is finally resolved. Without limiting the foregoing, if Licensee or any of its Agents or Invitees causes any Hazardous Materials Release on, about, in or beneath the License Area or other City Property, then in any such event Licensee shall, immediately, at no expense to any Indemnified City Party, take any and all necessary actions to return the License Area and/or other City Property, as applicable, to the condition existing prior to such Hazardous Materials Release on the License Area or other City Property or otherwise abate the Release in accordance with all Environmental Laws, except to the extent such Release was caused directly and exclusively by the City's sole active negligence or willful misconduct. Licensee shall afford the City a full opportunity to participate in any discussions with Regulatory Agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise or proceeding that involves Hazardous Materials Release on or about the License Area.

17. INTERFERENCE

17.1. Licensee's Obligations Not to Cause Interference

Licensee will not install, maintain or operate any Equipment in a manner that interferes with or impairs other communication (radio, telephone, data and/or other transmission or reception) or computer equipment lawfully used by any persons or entities, which includes the City and its Agents and Invitees. Such interference will be a default under this Master License and any applicable Site License by Licensee, and upon notice from the City, Licensee shall promptly eliminate such interference at no cost to the City. Licensee will be required to use its best efforts to remedy and cure such interference without any impairment to any City operations. If Licensee does not promptly cure such default, the parties acknowledge that continued interference may cause irreparable injury to the City and, therefore, the City will have the right to bring an action against Licensee to, at the City's election, immediately enjoin such interference and/or to terminate all Site Licenses where the Equipment causes interference or impairment.

17.2. Interference Caused by a Change in City's Use

If any change in any use on or about the License Area by the City during the Term results in measurable, material and adverse impairment to Licensee's normal and lawful operations, which makes it necessary for Licensee to alter the Equipment to mitigate the adverse effect, Licensee shall notify the City and provide evidence to substantiate the

claimed impairment. After the City receives such notice, the City will have the right to make its own reasonable determination and, if it agrees with Licensee, the City will investigate whether it can reasonably and economically mitigate that interference. The City will provide notice to Licensee of the City's determination. If the City determines, in its sole and absolute discretion, that mitigation is reasonably and economically feasible, the City's notice will specify when the City will mitigate the adverse effect. The City's mitigation will effect a cure, and the City will not be liable to Licensee in any other way or be required to take any other measures with respect to the Equipment. If the City determines, in its sole and absolute discretion, that mitigation is not reasonably or economically feasible, Licensee may elect either to: (1) terminate the affected Site License and receive a ratable refund in the License Fee for those Site Licenses terminated after the first License Year; or (2) take steps itself at its own cost to mitigate the adverse effect and continue to operate the Equipment on the License Area, and receive from the City a written waiver from the obligation to pay the License Fee for the first six months in the next License Year under the affected Site License to offset the mitigation costs. Licensee agrees that the City's temporary and partial License Fee abatement or waiver under this Section 17.2 will be the only compensation due to Licensee for costs incurred or otherwise arising from the adverse effect as liquidated damages fully compensating Licensee for all Claims that may arise from or be related to the adverse effects. Under no circumstances will the City be required to alter its operations at the identified License Area or provide a replacement License Area to Licensee.

17.3. Interference Caused by City Access

Licensee acknowledges and agrees that it will not be entitled to any License Fee abatement if the City exercises its rights to access, remove and/or store Equipment under Section 12 (Public Works' Operations) unless the City's activities cause Licensee to be unable to operate Equipment on the License Area for its permitted use for a period of more than 10 days, in which case, subject to proof, License Fees will be abated ratably for the entire period that Licensee is unable to operate any Equipment on any affected License Area.

18. DEFAULT

18.1. Defaults and Cure Periods

The parties agree that any failure to perform or observe any term, condition, obligation or other provision in this Master License or any Site License shall be a default. For any monetary default, the defaulting party shall have 15 days after written notice from the non-defaulting party to perfect a cure. The defaulting party shall not be entitled to any additional time to cure a monetary default. For any non-monetary default, the defaulting party shall have 30 days after written notice from the non-defaulting party to perfect a cure; provided, however, that for any non-monetary default that cannot reasonably be cured within 30 days, the defaulting party shall have additional time as is reasonably

necessary to perfect the cure if the defaulting party commences to cure the default within the first 30 days after notice and diligently pursues the cure to completion.

18.2. Licensee's Remedies

Except as may be otherwise provided elsewhere in this Master License, Licensee's sole remedies for the City's uncured default will be (1) to terminate the Site License(s) affected by the uncured default on 30 days' prior written notice; and (2) an action for damages subject to the provisions in Section 15 (Limitations on Liability).

18.3. City's Remedies

In addition to all other legal and equitable rights and remedies available to the City, the City will have the following remedies after an uncured default by Licensee:

18.3.1. License Continuation

Without prejudice to its right to other remedies, the City may continue this Master License and any applicable Site Licenses then in effect, with the right to enforce all its rights and remedies, which includes without limitation the right to receive all License Fees, Additional Fees, Default Fees and other sums as they may become due.

18.3.2. Master License Termination

If the City determines, in its sole judgment, that Licensee's default materially impairs the City's ability to perform its Municipal Functions or threatens public health, safety or welfare, then the City may terminate this Master License on written notice to Licensee. As an illustration, and not a limitation, the City would have the right (but not the obligation) to terminate this Master License if Licensee's default interfered with or compromised the City's street lighting or traffic signaling operations.

18.3.3. Site License Termination

If the City determines, in its sole judgment, that Licensee's default with respect to any Site License materially impairs the City's ability to perform its Municipal Functions or threatens public health, safety or welfare, then the City may terminate such Site License(s) upon written notice to Licensee. As an illustration, and not a limitation, the City would have the right (but not the obligation) to terminate a Site License if Licensee's default interfered with or compromised the City's internal communications equipment used for first responders or the delivery of City-provided utilities to its ratepayers.

18.3.4. Default Fees

In addition to all other rights and remedies available to the City, the City may require Licensee to pay an additional fee to offset the City's administrative cost to enforce compliance with this Master License or any Site License as more particularly described

on **Schedule 2** (each a “**Default Fee**”). Licensee shall pay the Default Fee within 15 days after a written demand from the City. If Licensee fails to timely pay the Default Fee or cure the underlying default within the applicable cure period, the City shall have the right (but not the obligation) to send Licensee a follow-up notice and demand for an additional Default Fee that will be due and payable within 15 days. Licensee’s obligation to pay Default Fees is separate and distinct from the underlying default. Default Fee payments shall not be deemed to cure the underlying default.

18.4. Cumulative Remedies

Except as otherwise provided in this Master License, all rights and remedies available to the City or Licensee are cumulative, and not a substitute for, any rights or remedies otherwise available to the City or Licensee.

19. TERMINATION

19.1. Master License Termination by Licensee

Except as otherwise provided in this Master License, Licensee may not terminate this Master License during the Initial Term. After the Initial Term, Licensee may, in Licensee’s sole discretion, terminate this Master License on one (1) year’s prior written notice to the City. To avoid any doubts, Licensee may not terminate this Master License within the Initial Term for any reason other than cause as provided in this Master License.

19.2. Site License Termination by Licensee

Except as otherwise provided in this Master License, Licensee may not terminate any Site License within the first License Year. At any time after the first License Year, Licensee may, in Licensee’s sole discretion and for any or no reason, terminate any Site License on 90 days’ prior written notice to the City.

19.3. City’s Termination Rights

The City has the right to terminate any or all Site Licenses on written notice to Licensee when the City determines, in the City’s reasonable discretion, that Licensee’s operations on or about the License Area adversely affect or threaten public health and safety, materially interfere with the City’s Municipal Functions or require the City to maintain Vertical Infrastructure that the City no longer needs for its own purposes. In the event that the City terminates any Site License for reasons unrelated to Licensee’s failure to perform its obligations under this Master License, the City shall refund any pre-paid Licensee Fee on a pro-rata basis. In addition, the City shall prioritize Licensee’s Site License Application for any Site License to replace the terminated Site License; provided, however, that (1) the City shall prioritize only as many Site License Applications as Site Licenses terminated by the City and (2) the City’s prioritization will not affect Licensee’s obligations under this Master License.

20. ASSIGNMENT AND OTHER TRANSFERS

20.1. General Restriction on Assignment and Other Transfers

Except as specifically provided in Section 20.3 (Permitted Assignments), Licensee shall not directly or indirectly assign or transfer its interests or rights, whether in whole or in part, in connection with this Master License, any Site License or the License Area without the City's prior written consent, which the City may withhold or condition in its sole and absolute discretion for any or no reason.

20.2. General Assignment and Other Transfer Procedures

20.2.1. Proposed Assignment Notice

In the event that Licensee desires to assign or otherwise transfer any right, title or interest in this Master License or any Site License, whether in whole or in part, and such assignment or other transfer is not a Permitted Assignment, Licensee shall first send written notice to the City (the "**Proposed Assignment Notice**"), which states in detail the proposed terms and conditions for the proposed assignment or other transfer and complete information that the City reasonably requires to fully evaluate Licensee's request and render an informed decision, which includes without limitation financial statements, business track records, references and other information about the proposed assignee or transferee (the "**Proposed Assignee**"). In the event that Licensee does not provide all the such information simultaneously with the Proposed Assignment Notice, the Proposed Assignment Notice shall not be deemed effective until Licensee delivers all such information as the City may reasonably require.

20.2.2. City's Response to Proposed Assignment Notice

The City shall approve or disapprove any request for consent to an assignment or other transfer within 30 days after the City receives a complete Proposed Assignment Notice (the "**Assignment Response Period**"). If the City fails to respond within the Assignment Response Period, the request for consent will be deemed disapproved. If the City delivers to Licensee written consent to the proposed assignment or other transfer, then Licensee shall have 100 days from such written consent to complete the assignment or other transfer. The City's consent will be deemed to be automatically revoked if Licensee fails to complete the proposed assignment or other transfer within said 100-day period; provided, however, that the 100-day period may be extended to a date certain in a written agreement, which the City shall not unreasonably refuse if the extension is necessitated by circumstances outside Licensee's control.

20.3. Permitted Assignments

20.3.1. General Authorization

The City agrees that Licensee will be permitted to assign or otherwise transfer this Master License and any Site License(s) issued under it without the City's prior consent but with notice to the City as provided below, to: (1) an Affiliate; (2) an entity that acquires all or substantially all Licensee's assets in the market in which the License Area is located (as the "market area" is or may be defined by the FCC); (3) an entity that acquires a Controlling interest Licensee by a change in stock ownership or partnership interest; or (4) an entity Controlled by Licensee (each such assignment or transfer, a **"Permitted Assignment"**).

20.3.2. Conditions on Permitted Assignments

All Permitted Assignments will be subject to all the following conditions: (1) the Proposed Assignee may use the License Area only for the Permitted Use and holds all Regulatory Approvals necessary to lawfully install, operate and maintain Equipment on the License Area; (2) Licensee provides the City with notice 30 days' written before the Permitted Assignment becomes effective, and such notice shall state the contact information for the Proposed Assignee and provide financial information establishing that the Proposed Assignee meets the capital and fiscal qualifications necessary to perform Licensee's obligations under this Master License and any Site License; (3) Licensee is in good standing under this Master License.

20.4. Effect of Assignment or Other Transfer

No assignment or other transfer by Licensee, consent to assignment by the City, or Permitted Assignment under Section 20.3 (Permitted Assignments) will relieve Licensee from any obligation on its part under this Master License or any Site License. Any assignment or other transfer that is not in compliance with this Master License will be void and be a material default by Licensee without a requirement for notice and a right to cure. The City's acceptance of any License Fee, Additional Fee, or other payments from a Proposed Assignee will not be deemed to be the City's consent to such assignment or other transfer, recognition of any assignee or transferee or waiver of any failure of Licensee or other transferor to comply with this Section 20 (Assignments and Other Transfers).

20.5. Assumption by Assignee or Transferee

Each Proposed Assignee shall assume all Licensee's obligations under this Master License and each assigned Site License and will be, and will remain, jointly and severally liable with Licensee for all obligations to be performed by Licensee. No assignment or other transfer will be binding on the City unless Licensee or the Proposed Assignee delivers to the City evidence satisfactory to the City that the Proposed Assignee has obtained all Regulatory Approvals required to operate as a wireless communications service provider on the assigned License Area, a copy of the assignment or other transfer agreement (or other document reasonably satisfactory to the City in the event of a Permitted Assignment under Section 20.3 (Permitted Assignments) and an instrument in recordable form that contains a covenant of assumption by such Proposed Assignee

satisfactory in substance and form to the City, consistent with the requirements in this Section 20 (Assignment and Other Transfers). However, the failure or refusal by a Proposed Assignee to execute such instrument will not release such Proposed Assignee from its liability as set forth in this Section. Except for a Permitted Assignment as provided in Section 20.3 (Permitted Assignments), Licensee shall reimburse the City on demand for any reasonable costs that the City incurs in connection with any proposed assignment, which includes the costs to investigate the acceptability of the Proposed Assignee and legal costs incurred in connection with considering any requested consent. The City agrees that its right to reimbursement under this Section will be limited to **Two Thousand Dollars and 00/100 Dollars (\$2,000.00)** for each request.

21. LICENSEE'S CUSTOMERS AND COLLOCATORS

Licensee may provide capacity to Licensee's customers using, or permit such customers to use, the Equipment installed by Licensee without the City's consent required in this Section; provided, however, that: (1) Licensee remains solely responsible for such Equipment and (2) such use by Licensee or Licensee's customers does not involve any physical changes to the Equipment other than changes permitted under Section 6.5 (Future Modifications to Equipment Shown on the Approved Plans). In any other case, Licensee may provide capacity to Licensee's customers using, or permit such customers to use, the Equipment installed by Licensee upon prior written notice to the City that: (a) identifies the customer who will be using the Equipment and the location(s) where such use will occur; and (b) includes the appropriate annual fee for the additional carrier as specified in **Schedule 1**, prorated to account for any partial year. Thereafter, Licensee shall pay the additional carrier fee each year in the same manner as the License Fee so long as the additional carrier continues to use the Equipment. Notwithstanding anything in this Master License to the contrary, Licensee shall not be required to pay any additional fee to allow Licensee's customers to use wireline Equipment for data transport, backhaul or similar services.

22. DAMAGE OR DESTRUCTION OF LICENSE AREA

22.1. City's Rights after Damage or Destruction

22.1.1. City's Election to Repair or Replace Vertical Infrastructure

Within 30 days after the date on which the City discovers damage or destruction on or about any Vertical Infrastructure, the City will give Licensee notice of the City's decision as to whether to repair or replace the damaged Vertical Infrastructure and its good faith estimate as to the time the City will need to complete the work. If the City cannot complete the work within 30 days after the date that the City specifies in its notice, or if the City elects not to do the work, then Licensee will have the right to terminate the affected Site License(s) on 30 days' notice to the City.

22.1.2. City's Election to Remove Vertical Infrastructure

If the City elects to remove, rather than repair or replace, any damaged Vertical Infrastructure licensed to Licensee, then the applicable Site License will automatically terminate on the last day of the month in which the removal occurs.

22.1.3. City's Election to Remove Equipment

If the acts by third parties or other *force majeure* circumstance outside the Licensee's or its Agent's or Invitee's control destroys or damages any Vertical Infrastructure, License Area or other City Property to such an extent that, in the City's reasonable determination, the Equipment on the Vertical Infrastructure, License Area or other City Property cannot be operated, the City may decide to terminate the affected Site License on 30 days' notice to Licensee and require Licensee to remove the Equipment from the damaged Vertical Infrastructure before the termination date specified in the City's notice.

22.2. Licensee's Rights after Termination

After the City terminates a Site License pursuant to Section 22.1 (City's Rights After Damage or Destruction), the City will: (1) refund any pre-paid License Fee in connection with the terminated Site License on a pro-rata basis determined by the number of months left in the current License Year at the time such termination occurs, unless the termination occurs in the first 12 months after the Commencement Date; and (2) prioritize Licensee's Site License Application for one replacement Site License for each such license terminated by the City.

22.3. Licensee's Statutory Waiver

The parties understand, acknowledge and agree that this Master License fully governs their rights and obligations in the event that any licensed Vertical Infrastructure becomes damaged or destroyed, and, to the extent applicable, the City and Licensee each hereby waives and releases the provisions in California Civil Code §§ 1932(2) and 1933(4), as either may be amended or superseded, or any similar Laws.

23. CONDEMNATION

23.1. Permanent Takings

In the event that any person or entity with the power to condemn permanently takes any License Area, in whole or in part, or in the event that the City transfers any License Area in whole or in part to such entity in lieu of eminent domain, the following provisions will apply:

23.1.1. Termination Rights after Condemnation

Any affected Site License will automatically terminate as to the part taken or transferred on the date the permanent taking or transfer occurs. At the same time, the License Fee

under the affected Site License will be ratably reduced to account for the reduction in License Area.

23.1.2. Award

The City will be entitled to any award paid or made in connection with the taking or any sums paid in lieu of such taking. Licensee will have no Claim against the City for the value of any unexpired Term under either this Master License, any Site License or otherwise except that Licensee may claim any portion of the award that is specifically allocable to Licensee's loss or damage to Licensee's Equipment.

23.1.3. No Statutory Right to Terminate

The parties understand, acknowledge and agree that this Section 23.1 (Permanent Takings) is intended to fully govern the parties' rights and obligations with respect to a permanent taking for which just compensation is due. Licensee and the City each hereby waives and releases any right to terminate this Master License in whole or in part under California Code of Civil Procedure §§ 1265.120 and 1265.130, as both may be amended or superseded, and under any similar Laws to the extent applicable to this Master License and any Site License(s).

23.2. Temporary Takings

Any taking that affects any License Area, in whole or in part, for less than 90 days will have no effect on the affected Site License, except that Licensee will be entitled to a pro-rata abatement in the applicable License Fee to the extent that such temporary taking materially impairs Licensee's ability to use the License Area for more than 10 days.

24. RECORDS

24.1. General Record Maintenance and Inspection

Licensee shall maintain throughout the Term (and for at least four (4) years after this Master License expires or terminates) the following records in physical format at Licensee's physical office within the State of California and in an electronic format: (i) site identification information and physical location (e.g., a physical address and/or GPS coordinates) for all Vertical Infrastructure under active Site Licenses between the City and Licensee; (ii) a ledger or other similar document that contains the amount and payment date for all License Fees paid to the City pursuant to this Master License and any Site Licenses; (iii) true and correct copies of all Approved Plans and Regulatory Approvals issued in connection with the Equipment on Vertical Infrastructure; (iv) copies of all insurance policies, endorsements and other related documents required to be obtained and maintained under Section 14 (Insurance); and (v) all correspondence with the City in connection with any matter covered under this Master License and any Site License. To determine whether Licensee has fully and accurately paid all License Fees and other sums payable to the City under this Master License and any Site License, and to

determine whether Licensee has complied with its other obligations the City, or its designee, will have the right to inspect and audit Licensee's records at Licensee's office in the State of California during regular business hours on 10 days' notice to Licensee. In the event that any inspection or audit concludes that Licensee failed to pay License Fees and other sums by more than five percent (5%), Licensee shall, within 15 days after a written demand from the City, pay all outstanding sums and reimburse the City for the City's reasonable, actual and documented costs and expenses to conduct the investigation or audit.

24.2. Equipment Inspections and Audits

The City has the right (but not the obligation) to inspect the License Area and the Equipment to evaluate Licensee's compliance with this Master License, any Site License and all applicable Laws. In the event that any such inspection or evaluation concludes that Licensee installed Equipment without proper authorization or that five percent (5%) or more sites were not installed in compliance with the Approved Plans or all applicable Laws, Licensee shall, within 15 days after a written demand from the City, reimburse the City for the City's reasonable, actual and documented costs and expenses to conduct the investigation or evaluation.

24.3. Estoppels

Licensee, at any time throughout the Term and on not less than 30 days' written notice from the City, shall execute, acknowledge and deliver to the City or its designee, an estoppel certificate with the following statements: (i) that Licensee has accepted the License Area (or, if Licensee has not done so, that Licensee has not accepted the License Area in whole or in part and specifying the applicable License Areas and reasons for non-acceptance); (ii) the Commencement Dates for any Site Licenses then in effect; (iii) the Effective Date and Expiration Date under this Master License; (iv) that this Master License and any Site Licenses are unmodified and in full force and effect or, if modified, the manner in which they are modified; (v) whether any defenses currently exist against any action to enforce Licensee's obligations under this Master License (and, if so, specifying the same); (vi) whether Licensee believes that the City failed to perform any obligations under this Master License or any Site License (and, if so, specifying any obligations that Licensee believes that the City has failed to meet); (vii) the dates, if any, on which the License Fees and Additional Fees have been paid; and (viii) any other information that may be reasonably required by any such persons.

25. RULES AND REGULATIONS

At all times throughout the Term, Licensee shall fully and faithfully comply with any and all reasonable rules, regulations and instructions that the City may from time-to-time establish and/or amend with respect to the License Area.

26. SURRENDER OF LICENSE AREA

26.1. Licensee's Removal and Restoration Obligations

No later than 30 days after this Master License or any Site License expires or terminates, Licensee shall (1) peaceably remove its Equipment from the License Areas affected by the expiration or termination; (2) restore any such License Areas and other City Property affected by the removal to the condition that existed immediately before Licensee installed its Equipment, reasonable wear and tear excepted; and (3) surrender such License Area to the City free and clear from any debris, hazards, liens and encumbrances. The obligations under this Section 26.1 will survive this Master License's or any Site License's expiration or termination.

26.2. Abandonment

At its option, the City may deem any Equipment to be abandoned that remains on any Vertical Infrastructure, License Area or other City Property for more than 30 days after this Master License or any Site License expires or terminates. In any case, the City may dispose of abandoned Equipment in any lawful manner at Licensee's sole cost. Licensee agrees that California Civil Code sections 1980 *et seq.*, as may be amended or superseded, and similar Laws addressing abandoned property by residential or commercial tenants do not apply to any abandoned Equipment.

26.3. Hold Over

If Licensee fails to surrender the License Area as required in this Master License, and the City consents to Licensee's holdover, the Term will be automatically extended for one (1) year on the same terms and conditions except that the License Fee shall automatically increase by one hundred fifty percent (150%) over the then-current License Fee. Any holdover without the City's consent will be a default by Licensee and will entitle the City to exercise any or all rights and remedies.

27. SURETY BOND

27.1. Surety Bond Amount

Prior to any installation, construction or other work performed by Licensee pursuant to this Master License or any Site License, Licensee shall furnish the City with a surety bond in the amount equal to **Seventy-Five Thousand and 00/100 Dollars (\$75,000.00)** (the "**Surety Bond**") as security to provide recourse for the City (at its option) in the event that Licensee defaults on any obligations under this Master License or any Site License. Such bond shall be with a company and in a form and amount reasonably satisfactory to the City Manager and the City Attorney.

27.2. Bond Amount Replenishment

In the event that the City applies or uses the Surety Bond, in whole or in part, to cure any default by Licensee under this Master License or any Site License, Licensee shall

replenish the Surety Bond in the amount and on the date specified in a written notice to Licensee. The City may, in the City's reasonable judgment, require Licensee to increase the Surety Bond amount from time-to-time when the City determines that Licensee's past acts or omissions in connection with the License Area warrants additional security.

27.3. Bond Application

Licensee agrees that the City may use the Surety Bond, in whole or in part, to remedy any damage to the License Area caused by Licensee, its Agents or Invitees or any failure by Licensee to perform any term, covenant or condition in this Master License or any Site License (which includes, without limitation, any failure to pay any License Fee or other sums due under this Master License or any Site License either before or after any default). In the event that the City uses the Surety Bond in whole or in part, the City will not be deemed to have waived any rights under this Master License, or legal or equitable rights whatsoever. Licensee expressly waives any rights it may have under California Civil Code § 1950.7, as may be amended or superseded, or any similar Laws and agrees that the City may retain from the Surety Bond any portion reasonably necessary to compensate the City for any foreseeable or unforeseeable loss or damage caused by Licensee's, its Agents' or Invitee's acts or omissions.

28. MISCELLANEOUS PROVISIONS

28.1. Notices

Except as may be specifically provided otherwise in this Master License, all notices, demands or other correspondence required to be given in connection with or pursuant to this Master License must be written and delivered through (i) an established national courier service that maintains delivery records and confirmations; (ii) hand delivery; or (iii) certified or registered U.S. Mail with prepaid postage and return receipt requested, and addressed as follows:

TO CITY:

Telephone:
Facsimile:
Email:

with copies to:

Telephone:
Facsimile:
Email:

Telephone:
Facsimile:
Email:

TO LICENSEE:

Telephone:
Facsimile:
Email:

with copies to:

Telephone:
Facsimile:
Email:

Telephone:
Facsimile:
Email:

All notices, demands or other correspondence in connection with this Master License will be deemed to have been delivered: (a) two days after deposit if delivered by U.S. certified mail; (b) the date delivery is made by personal delivery or overnight delivery; or (d) the date an attempt to make delivery fails if a party changes its address without proper notice or refuses to accept delivery after an attempt. Telephone, facsimile and email information are provided for convenience and for couriers who may require such information, and any notice given solely through electronic means will not be deemed to be effective notice. Any copies required to be given constitute an administrative step for the parties' convenience and not actual notice. The parties may change the notice addresses above from time-to-time through written notice to the addresses above or the then-current notice address.

28.2. Waivers

No failure by either the City or Licensee to insist that the other strictly perform any obligation, term, covenant or condition under this Master License or to exercise any rights, powers or remedies in connection with the other party's failure to strictly perform such obligation, term, covenant or condition no matter how long the failure to insist on such performance or exercise such rights, powers or remedies, will be deemed to waive any default for non-performance. No behaviors, patterns or customs that may arise between the parties with respect to their performance required under this Master License will be deemed to waive any rights, powers or remedies the parties' may have to insist on strict performance. Neither Licensee's payment nor the City's or its Agents' acceptance of any License Fees, Additional Fees or any other sums due to the City or its Agents under this Master License during any such default will be deemed to cure any such default, waive the City's right to demand material compliance with such obligation, term, covenant or condition or be deemed to be an accord and satisfaction for any Claim the City may have for further or additional sums. Any express waiver by either the City or Licensee in connection with any default or obligation to perform any provision, term, covenant or condition under this Master License will: (i) be limited to the specific default or performance for which the express waiver is granted; (ii) not be deemed to be a continuing waiver; and (iii) not affect any other default or performance no matter how similar or contemporaneous such other default or performance may be. The City's or Licensee's consent given in any specific instance in connection with or pursuant to this Master License will not relieve the City or Licensee from the obligation to secure the other's consent in any other or future specific instances, no matter how similar or contemporaneous the request for consent may be.

28.3. Integration; Amendments

This Master License constitutes the entire agreement and understanding between the parties, and supersedes any and all prior agreements and understandings, whether written or oral, with respect to the subject matter covered in this Master License. This Master License and any Site Licenses (and any default in connection with this Master License or any Site Licenses) may not be orally changed, waived, discharged, altered, modified, amended or terminated. This Master License and any Site Licenses (and any default in connection with this Master License or any Site Licenses) may not be changed, waived, discharged, altered, modified, amended or terminated, except by a written instrument signed by both parties.

28.4. Interpretation

The parties acknowledge and agree that the following interpretive rules will be applicable to this Master License and any Site License:

28.4.1. General

Whenever required by the context, the singular includes the plural and vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined terms encompass all their correlated forms (e.g., the definition for “indemnify” applies to “indemnity,” “indemnification,” etc.).

28.4.2. Joint and Several Liability

In the event that the City consents to enter into this Master License with more than one Licensee, which consent the City may withhold or condition in the City’s sole and absolute discretion, the obligations and liabilities imposed on Licensee under this Master License will be joint and several among the multiple Licensees to this Master License.

28.4.3. Captions and Other Reference Material

The section captions in this Master License and the table of contents have been included for the parties’ convenience and reference and neither the captions nor the table of contents in no way define or limit the scope or intent of any provision in this Master License.

28.4.4. Time

References in this Master License to “days” mean calendar days, unless specifically provided otherwise. A “business day” means a day other than a Saturday, Sunday or a bank or City holiday. If the last day in any period to give notice, reply to a notice or to undertake any other action occurs on a day that is not a business day, then the last day for giving notice, replying to the notice or undertaking any other action will be the next business day. Except as modified in this Section, time is of the essence with respect to all provisions in this Master License for which a definite time for performance is specified.

28.4.5. Inclusive Words and/or Phrases

Inclusive terms and/or phrases, which includes without limitation the terms and/or phrases “including,” “such as” or similar words or phrases that follow any general or specific term, phrase, statement or matter may not be construed to limit the term, phrase, statement or matter to the stated terms, statements or matters, or the listed items that follow the inclusive term or phrase, whether any non-limitation language or disclaimers, such as “including, but not limited to” and/or “including without limitation” are used or not. Rather, the stated term, phrase, statement or matter will be interpreted to refer to all other items or matters that could reasonably fall within such term, phrase, statement or matter given its broadest interpretation.

28.5. Successors and Assigns

Except as may be expressly provided in this Master License, the conditions, covenants, promises and terms contained in this Master License will bind and inure to the benefit of the City and Licensee and their respective successors and assigns.

28.6. Brokers

The parties represent to each other that neither has had any contact, dealings or communications with any Broker in connection with this Master License, whose commission, if any, would be paid pursuant to a separate written agreement between such Broker and such party with which such Broker contracted. In the event that any Broker perfects any claim or finder's fee based upon any such contact, dealings or communications, the party to such written contract with such Broker shall indemnify the other party from all Claims brought by such Broker. This Section 28.6 will survive this Master License's expiration or earlier termination.

28.7. Governing Law; Venue

This Master License must be construed and enforced in accordance with the laws of the State of California, without regard to the principles of conflicts of law. This Master License is made, entered and will be performed in the City of Pittsburg, County of Contra Costa, State of California. Any action concerning this Master License must be brought and heard in the California Superior Court for the County of Contra Costa.

28.8. Litigation Fees and Costs

In the event the City or Licensee prevails in an action to enforce its rights under this Master License or individual Site License, the prevailing shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

28.9. Recording

Licensee acknowledges and agrees that: (1) this Master License and any Site License affects the City's personal property and therefore cannot be recorded in any official records; (2) Licensee shall not have the right to record this Master License, any Site License, any memorandum or any short-form agreement in relation to this Master License or any Site License; and (3) Licensee shall, at Licensee's sole cost and expense, remove any document or other instrument recorded against the City's title to any City Property promptly upon the City's request or demand. In the event that this Master License or any Site License affects or is deemed to affect any real property owned by the City, Licensee may not record any document or instrument in connection with this Master License or any Site License without the City's prior written consent, which the City may withhold in the City's sole and absolute discretion.

28.10. No Third-Party Beneficiaries

Neither this Master License nor any Site License is intended to (and shall not be construed to) give any third party, which includes without limitation Licensee's customers or any

other third-party beneficiaries, any right, title or interest in this Master License, any Site License or the real or personal property(ies) that may be affected by the same.

28.11. Survival

All terms, provisions, covenants, conditions and obligations in this Master License and any Site License will survive this Master License's or the subject Site License's expiration or termination when, by their sense or context, such provisions, covenants, conditions or obligations: (1) cannot be observed or performed until this Master License's or any Site License's expiration or earlier termination; (2) expressly so survive; or (3) reasonably should survive this Master License's or any Site License's expiration or earlier termination. Notwithstanding any other provision in this Master License or any Site License, the parties rights to enforce any and all indemnities, representations and warranties given or made to the other party under this Master License, any Site License or any provision in this Master License or any Site License will not be affected by this Master License or any Site License expiration or termination.

28.12. Severability

If any provision in this Master License, any Site License or such provision's application to any person, entity or circumstances is or held by any court with competent jurisdiction to be invalid or unenforceable: (1) such provision or its application to such person, entity or circumstance will be deemed severed from this Master License or any Site License; (2) all other provisions in this Master License, any Site License or their application to any person, entity or circumstance will not be affected; and (3) all other provisions in this Master License, any Site License or their application to any person, entity or circumstance will be valid and enforceable to the fullest extent permitted by Law, except to the extent that such enforcement would (a) be manifestly unreasonable or manifestly inequitable under all the circumstances or (b) undermine one or both parties' fundamental purpose in entering this Master License.

[END OF MASTER LICENSE – SIGNATURE PAGE APPEARS ON NEXT PAGE]

IN WITNESS WHEREOF, the City and Licensee executed this Master License on the Effective Date:

THE CITY:

City of Pittsburg,
a California municipal corporation

By: _____

Its: City Manager

Date: _____

LICENSEE:

[insert full licensee name],
a [insert licensee's corporate form]

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

[name]
City Attorney

Date: _____

**APPROVED BY CITY COUNCIL
RESOLUTION NO. [insert]**

ATTEST:

By: _____

[name]
City Clerk

Date: _____

[END OF SIGNATURE PAGE – EXHIBITS & SCHEDULES BEGIN ON NEXT PAGE]

EXHIBIT A

FORM OF SITE LICENSE AGREEMENT

(appears behind this coversheet – [redacted] pages)

SITE LICENSE NO. [INSERT NUMBER IN CONSECUTIVE ORDER]

Pursuant to that certain Master License between the City of Pittsburg, a California municipal corporation (the “City”) and [insert full licensee name], a [insert licensee corporate form] (“Licensee”), Licensee submits to the City two partially executed counterparts of this Site License, together with all the materials listed below, as its Site License Application in accordance with Section 6 under the Master License:

1. **Exhibit A-1**, which contains a summarized list that identifies all Vertical Infrastructure covered under this Site License Application;
2. **Exhibit A-2**, which contains detailed construction plans for the proposed installation(s) and an inventory for all proposed Equipment to be installed on the Vertical Infrastructure covered under the Site License Application;
3. a true and correct copy of **Schedule 1** attached to this Master License
4. a License Fee equal to [\$ per site multiplied by number of sites];
5. all other information and materials required for a complete application for all Regulatory Approvals issued by the City’s departments, which the City may update from time-to-time in accordance with applicable Laws; and
6. if the City elects to augment its staff as provided in this Master License, a deposit for the City’s estimated costs.

Licensee acknowledges that: (1) this Site License will not be effective until the City returns a fully executed copy to Licensee; and (2) Licensee will not have the right to access or install Equipment on the License Area until after Licensee has: (a) submitted a complete Acknowledgment Letter to the City with all information and funds required; (b) submitted insurance information to the City as specified in **Exhibit B** to the Master License; and (c) the City has provided notice to proceed by returning to Licensee a countersigned copy of the Acknowledgment Letter.

This Site License is executed and effective on the last date written below and, upon full execution will be the City’s authorization for the City to begin its review of the locations and plans and specifications proposed in this Site License Application.

[END OF SITE LICENSE – SIGNATURES APPEAR ON NEXT PAGE]

THE CITY:

City of Pittsburg,
a California municipal corporation

By: _____

Its: _____

Date: _____

LICENSEE:

[insert licensee name],
a [insert licensee's corporate form]

By: _____

Its: _____

Date: _____

EXHIBIT A-1

VERTICAL INFRASTRUCTURE LOCATIONS / LICENSE AREA

Site License No. [REDACTED]

[Licensee to list all proposed Vertical Infrastructure requested in this Site License Application]

EXHIBIT A-2

LICENSEE'S PLANS AND SPECIFICATIONS

Site License No.

[Licensee to attach all plans and specifications for all Equipment proposed to be installed at all proposed Vertical Infrastructure]

EXHIBIT A-3

FORM OF ACKNOWLEDGMENT LETTER

[Licensee to complete and submit after Regulatory Approvals obtained]

[insert date]

[insert addressee information]

RE: Site License No. []

Dear City Manager:

This letter will confirm the following: (1) that Licensee has obtained all the Regulatory Approvals required for the Permitted Use under this Site License, and (2) the Commencement Date of this Site License is *[insert date]*, which is the first day of the month after Licensee obtained all Regulatory Approvals. This Site License shall have a term of ten (10) years, expiring on *[insert date]*, unless earlier terminated in accordance with the Master License.

This letter also confirms that Licensee has submitted all required insurance information to the City. A check for the full License Fee for the first License Year of this Site License is attached.

Please acknowledge the City's receipt of this letter and the items listed below, and issue the City's approval for Licensee to begin installation of Equipment on the License Area by signing and returning a copy of this letter.

Sincerely,

[insert name]

[insert title]

Enc.

- ☐ copies of all permits issued by the City's departments
- ☐ Insurance certificates
- ☐ Contractor's bonds and insurance certificates
- ☐ First License Year's License Fee
- ☐ Surety Bond

SITE LICENSE NO. [] APPROVED:

By: _____

[name]

City Manager

Date: _____

EXHIBIT B

LICENSEE'S INSURANCE OBLIGATIONS

Licensee will maintain the types of coverages and minimum limits indicated in this Exhibit B. These minimum amounts of coverage will not constitute any limitations or cap on Licensee's indemnification obligations under this Master License. The City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Licensee pursuant to this Master License are adequate to protect Licensee. If Licensee believes that any required insurance coverage is inadequate, Licensee will obtain such additional insurance coverage, as Licensee deems adequate, at Licensee's sole expense.

Licensee's Insurance:

As a condition to issuance of any Site License, Licensee must provide proof of compliance with the insurance requirements in this Section except to the extent the City Attorney (or the City Attorney's designee) agrees otherwise. City reserves the right to modify these requirements once in any consecutive five (5) year period during the Term, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Required Coverages:

Licensee shall procure and keep in effect at all times during the Term, at Licensee's cost, insurance in the following amounts and coverages: (1) Commercial General Liability insurance (including premises operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; personal injury) with limits of at least \$2 million combined single limit for each occurrence; (2) Worker's Compensation Insurance per California statutory limits with Employer's Liability Limits not less than \$1 million each accident or disease; (3) Commercial Automobile Liability Insurance with limit not less than \$2 million each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles.

Required Endorsements:

Commercial General Liability Insurance and Commercial Automotive Liability Insurance policies must contain the following endorsements: (1) name the City, its officers, agents, employees and volunteers as additional insureds; (2) that such policies are primary insurance and non-contributory to any other insurance available to the additional insureds with respect to any Claims that arise in connection with this Master License; (3) that such insurance applied separately to each insured against whom a Claim is made or brought; (4) that such policies provide for the severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not void or otherwise reduce coverage as to any other named insured; and (5) that such policies shall afford coverage for all Claims based on acts, omissions, injury or damage that

occurred or arose (or the onset occurred or arose) in whole or in part during the policy period.

Cancellation Notices:

All insurance policies required to be maintained by Licensee under this Master License shall be endorsed to provide written notice of cancellation for any reason, including without limitation intent not to renew or reduce coverage to both Licensee and the City. In the event that Licensee receives a notice of intent to cancel or notice of cancellation for any coverage required under this Master License, Licensee shall forward such notice to the City within one business day and promptly take action to prevent cancellation, reinstate cancelled coverage or obtain coverage from a different insurer qualified under Insurer Qualifications.

Claims-Made Policies:

In the event that any required insurance under this Master License is provided under a claims-made form, Licensee shall continuously maintain such coverage throughout the Term and, without lapse, for three years after this Master License expires or terminates, to the effect that, should any event during the Term give rise to a Claim brought after this Master License expires or terminates, such Claims will be covered under Licensee's claims-made policies.

General Aggregate Limit:

The general aggregate limit for any required insurance under this Master License must be double the per-occurrence or Claims limits specified in Licensee's Insurance when coverage includes a general annual aggregate limit or provides that Claims investigation or legal defense costs will be included in such general annual aggregate limit.

Certificates:

On or before the Effective Date, Licensee shall deliver to the City all insurance certificates and additional insured endorsements from Licensee's insurance providers in a form satisfactory to the City that evidences all the required coverages under this Master License, together with complete copies of all policies. In addition, Licensee shall promptly deliver to the City all certificates and policies after Licensee receives a request from the City.

Insurer Qualifications:

Licensee's insurance providers must be licensed to do business in California and must meet or exceed an A.M. Best's Key Rating A-7 or its equivalent.

Effective Dates:

The City shall not authorize Licensee to install any Equipment on any Pole until and unless all insurance coverages required to be carried by Licensee under this Master License have been obtained. Licensee shall ensure that all insurance coverages required to be carried by Licensee under this Master License remain in effect at all time until all Equipment has been removed from the License Area. The requirements in this section Effective Dates shall survive the expiration or termination of this Master License.

Licensee's Self-Insurance Alternative:

Licensee shall not be permitted to meet its insurance obligations under this Master License through self-insurance without prior written consent from the City, which the City may withhold in its sole discretion for any or no reason. In the event that the City consents to allow Licensee to self-insure as an alternative insurance program, such consent will not be deemed an amendment or implied waiver to any other requirement in this Master License. Any amendment to any insurance requirement must be in a written agreement.

No Limitation on Indemnification Obligations:

Licensee's insurance obligations under this section in no way relieves or decreases Licensee's liability under Section 13 (Licensee's Indemnification Obligations) or any other provision in this Master License.

Right to Terminate:

The City may elect, in its sole and absolute discretion, to terminate this Master License on written notice to Licensee if Licensee allows any required insurance coverage to lapse and does not reinstate the lapsed insurance coverage within three days after Licensee receives such written notice.

City's Insurance:

Licensee acknowledges that the City self-insures against casualty, property damage and public liability risks. The City agrees to maintain an adequate program of self-insurance for public liability risks during the Term and will not be required to carry any third-party insurance with respect to the License Area or otherwise.

Subrogation Waiver:

The City and Licensee each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the License Area or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance obtained by the waiving party under this Master License or is actually covered by insurance obtained by the waiving party. Each waiving party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all required policies relating to the License Area, but the failure to obtain any such endorsement will not affect the waivers in this Section.

Contractors' Bonds and Insurance

Licensee shall require its contractors that install, maintain, repair, replace or otherwise perform any work on or about the License Area: (1) to provide bonds to guarantee the performance of the work and the payment of subcontractors and suppliers for any installation of Equipment, and (2) to have and maintain insurance of the same coverage and amounts as required of Licensee.

EXHIBIT D

PACIFIC GAS AND ELECTRIC TECHNICAL STANDARDS

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions

SUMMARY

This bulletin introduces a new steel streetlight pole to be used when communication antenna attachments are needed. This bulletin also includes installation information for this pole.

Level of Use: Informational Use

AFFECTED DOCUMENT

027911, Installation Details for Service to Pole-Mounted Communication Equipment

TARGET AUDIENCE

Utility employees, electric construction employees, customer service representatives, service planning employees, electric estimators

WHAT YOU NEED TO KNOW

General Information

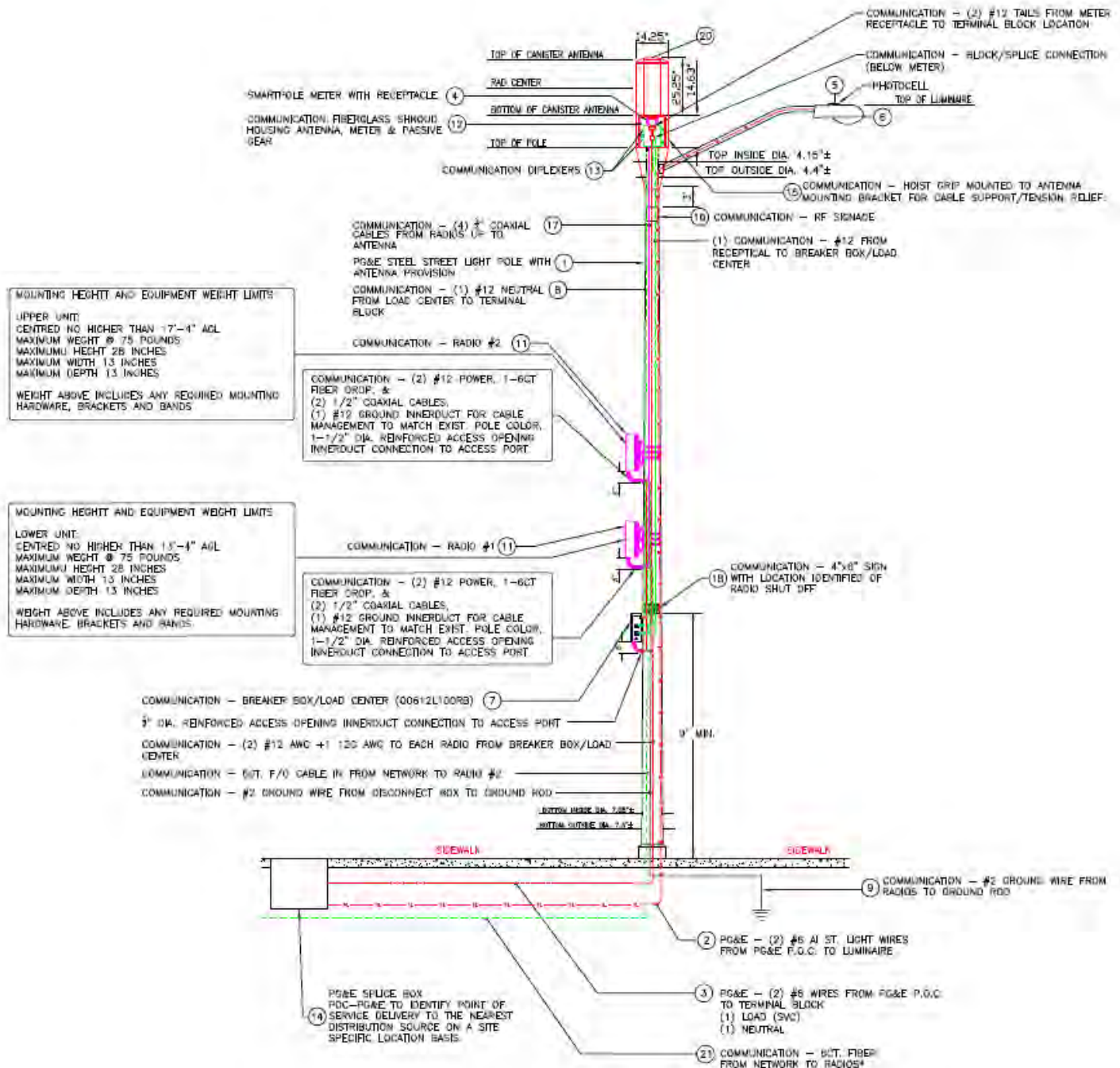
- 1 The street light pole is designed to support two communication radios, the antenna and a disconnect switch. See pole details in Figure 1 PG&E Steel Street Light Pole with Attachments on page 3.
- 2 Install a 2-wire (1-hot, 1-neutral) 1-phase 120 volt service (#6 Cu, 600 V insulated) or a 2-wire (1-hot, 1-neutral) 1-phase 240 volt service along with a #6 bare Cu ground wire to the street light pole with the SmartPole meter.
- 3 CAUTION: Do not install a 3-wire 1-phase 120/240 volt service as this is the incorrect wiring and voltage for the SmartPole metering application.
- 4 The metering provision contained herein is an exception to the Greenbook requirement and is designed primarily for CATV power supplies and other telecom equipment requiring metering (reference [Tariff Application Guide – Electric Rule 9](#)).
- 5 Power supplies or any communication equipment which has/is connected to a backup power supply, must have a disconnecting device to separate it from PG&E's system. Power units are to have the communication company's name and emergency phone number on them.
- 6 Antennas: Antennas must have an ownership label with a contact number, site identification information, and a disconnect switch which will shut off RF transmission. The disconnect switch is to be used when it is required as part of the normal or emergency shutdown protocols required in G.O 95, Rule 94.
- 7 All materials noted as "Communication" shall be furnished and installed by the requesting communication company.

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions

Streetlight Pole Foundation

- 8** The foundation must be poured in place. Concrete shall be poured directly against the soil. If casing is used, remove the casing as concrete is placed.
- 9** Concrete shall have a minimum compressive strength of 4000 pounds per square inch in 28 days.
- 10** Verify all dimensions and any existing elements in the field prior to starting work.
- 11** Pipes and sleeves shall not pass through structural members except as shown in Figure XX.
- 12** Steel items other than reinforcing steel bars shall be hot-dipped galvanized in accordance with ASTM A153.
- 13** Headed reinforcing steel bars, per HRC 555 or equivalent, shall be used.
- 14** Use non-shrink grout that meets ASTM C1107 requirements. Grout shall have a minimum compressive strength of 5000 pounds per square inch when mixed to the flowable condition.

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions



*Fiber may be installed through the PG&E splice box

Figure 1 – PG&E Steel Streetlight Pole with Attachments

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions

Table 1 Bill of Material to be Furnished and Installed by PG&E

Item	Description	Code
1	Street Light Pole with Antenna Provisions	See Table 3
2	#6 Al Duplex Street light service	
3	#6 Cu 600 V for communications service	
4	SmartPole Meter	M241490
5	Photo Cell	
6	Luminaire	

Table 2 Bill of Material to be Furnished and Installed by Communication Company

Item	Description
7	Breaker Box/Load Center
8	#12 Cu 600V (Hot, Neutral, Ground)
9	#2 Cu 600 V Ground
10	Micro Maxcell Innerduct or equivalent
11	Radios or relay units
12	Fiberglass Shroud
13	Diplexers
14	Terminal Block/Splice Connection
15	Hoist Grip for cable support
16	RF Sign
17	0.5" Coaxial Cables
18	Shutoff Sign
19	Ground Rod
20	Antenna
21	Fiber from communication network

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions

Table 3 - Material Codes for Streetlight Poles with Antenna Provisions

Material Code	Style / Post Height	Arm Length	Description
M150392	Steel / 26 Ft.- 6 In.	4 foot	Antenna streetlight pole, Steel, 26.5 foot, 4 foot arm, Smooth, Galvanized
M150393	Steel / 26 Ft.- 6 In.	6 foot	Antenna streetlight pole, Steel, 26.5 foot, 6 foot arm, Smooth, Galvanized
M150395	Steel / 26 Ft.- 6 In.	8 foot	Antenna streetlight pole, Steel, 26.5 foot, 8 foot arm, Smooth, Galvanized
M150396	Steel / 31 Feet	6 foot	Antenna streetlight pole, Steel, 31 foot, 6 foot arm, Smooth, Galvanized
M150399	Steel / 31 Feet	8 foot	Antenna streetlight pole, Steel, 31 foot, 8 foot arm, Smooth, Galvanized

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions

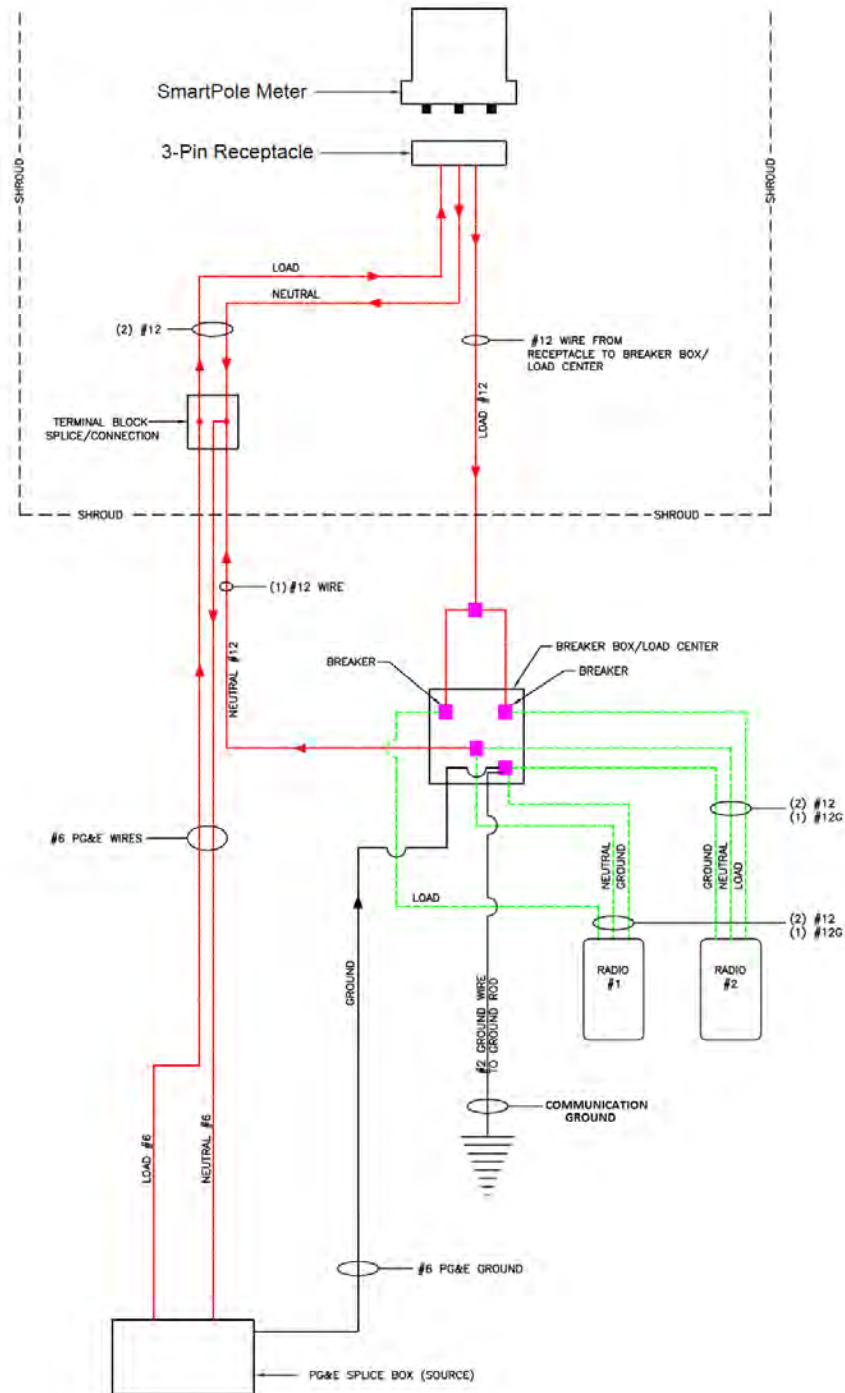


Figure 2 - Wiring Schematic
(by Communications Company unless note as by PG&E)

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions

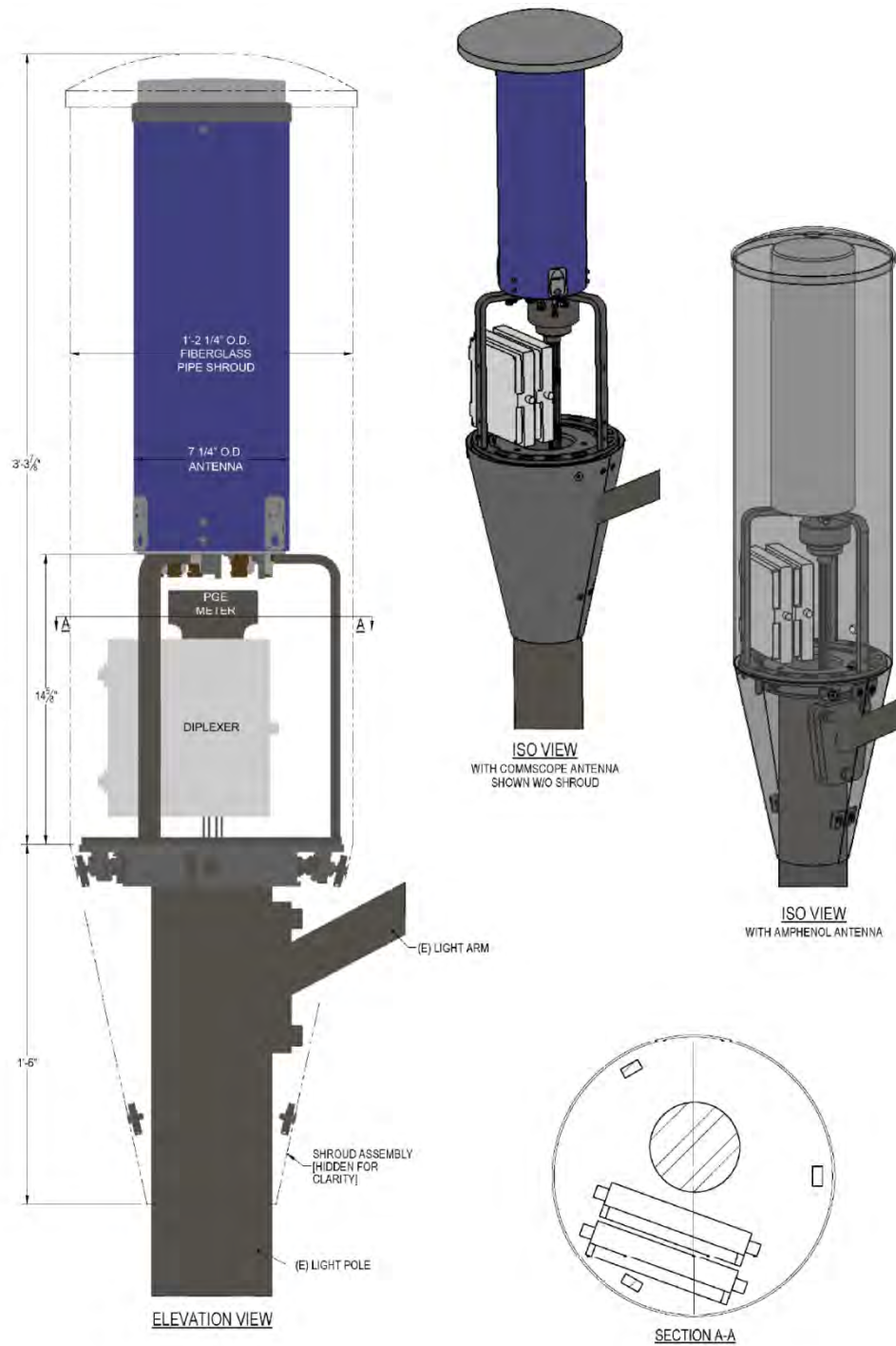


Figure 3 - Pole Top Detail

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions



Figure 4 - SmartPole Meter



Figure 5 – 3-Pin Receptacle

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions

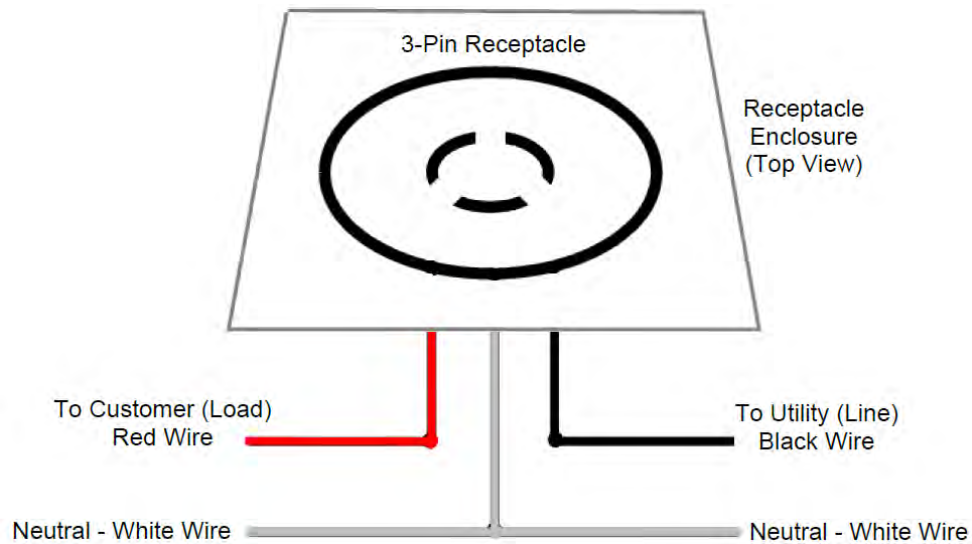


Figure 6 - Wiring Diagram For 3-Pin Receptacle

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions

NON EMERGENCY NODE SITE POWER SHUT DOWN PROCEDURES

1. FOR NON EMERGENCY/SCHEDULED POWER SHUT DOWN
 - CALL <INSERT NAME OF COMMUNICATION COMPANY AND PROVIDE PHONE NUMBER>
 - 24 HRS PRIOR TO SCHEDULED POWER SHUT OFF PROVIDE THE FOLLOWING INFORMATION:
 - SITE NUMBER IDENTIFIED ON SITE NUMBERING STICKER
 - YOUR NAME AND REASON FOR POWER SHUTOFF
 - PROVIDE DURATION OF OUTAGE
 - PULL DISCONNECT HANDLE TO "OFF" POSITION
 - POWER SHUT OFF VERIFICATION WITH APPROVED PG&E PROCEDURES
 - NOTIFY <INSERT NAME OF COMMUNICATION COMPANY> UPON COMPLETION OF WORK
 - RESTORE POWER BY PLACING POWER DISCONNECT HANDLE IN THE "ON" POSITION
 - REINSTALL LOCK ON POWER HANDLE
2. EMERGENCY POWER SHUT OFF
 - CALL <INSERT NAME OF COMMUNICATION COMPANY AND PROVIDE PHONE NUMBER>
 - PROVIDE THE FOLLOWING INFORMATION:
 - SITE NUMBER IDENTIFIED ON SITE NUMBERING STICKER
 - YOUR NAME AND REASON FOR POWER SHUTOFF
 - PROVIDE DURATION OF OUTAGE
 - PULL DISCONNECT HANDLE TO "OFF" POSITION
 - POWER SHUT OFF VERIFICATION WITH APPROVED PG&E PROCEDURES
 - NOTIFY <INSERT NAME OF COMMUNICATION COMPANY> UPON COMPLETION OF WORK
 - RESTORE POWER BY PLACING POWER DISCONNECT HANDLE IN THE "ON" POSITION
 - REINSTALL LOCK ON POWER HANDLE

Figure 8 - Shut Down Procedure Sign

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions

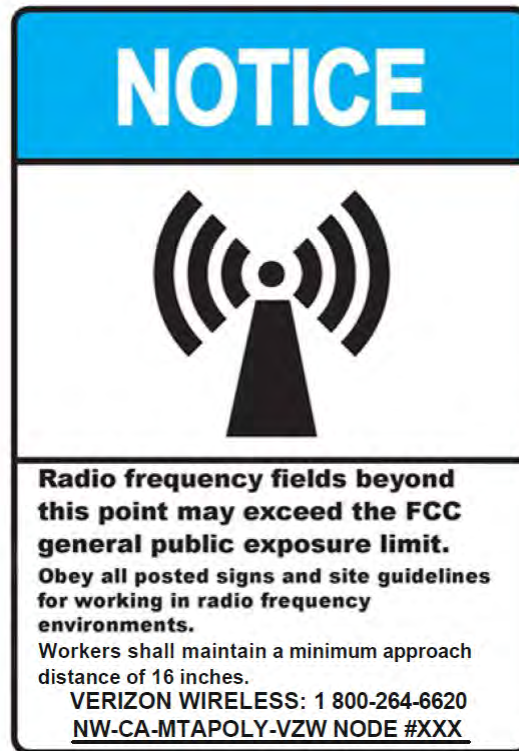


Figure 9 - Sample RF Sign



Figure 10 - Micro Maxcell Innerduct Inside Pole Section Without Cables

NOTE: All street light, power, and communication cables are to be isolated using Micro Maxcell Innerduct throughout the pole.

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions



ILSCO PBTD-2-1/0 MULTI TAP
TWO SIDED TERMINAL CONNECTOR
(FOR CONDUCTOR SIZES 14-1/0 AWG)

Figure 11

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions

Street Light Pole Details

Material Specifications:

- Shaft – Steel of 48 K.S.I. minimum yield after fabrication
- Baseplates and flanges – ASTM A-36
- Pipe – ASTM A-53 GR. "B" or A-500 GR. "B"
- Anchor Bolts – ASTM F-1554 GR. 36

Manufacturing Process

- Butt Welds – Ground flush with base metal
- Longitudinal Welds – Butt weld by electrical resistance weld process
- Circumferential Welds – Butt weld with permanent back-up ring

Finish Coating

- Structure – Hot dip galvanize per ASTM A-123
- Hardware – Hot dip galvanize per ASTM A-153

Design Criteria

- Structure and Hardware – In accordance with AASHTO 2001, Specifications for Structural Supports of Highway Signs, Luminaires and Traffic Signals
- Welding – In accordance with AWS D1.1

Orientation – See Detail H

Table 3 - Pole Data

-- POLE DATA --										
POLE DESCRIPTION	SHAFT LENGTH "A"	SHAFT DIMENSIONS TOP O.D X BASE O.D. THK.	MATERIAL BREAKDOWN				BASE SQ. "F"	BASE B.C. "B.C."	BASE THK. "T"	ARM LENGTH "E"
			.120" THK	.179" THK	.239" THK	.3125" THK				
PL-ANT-264 35-7119	26' - 6" [8.08]	4 1/4" X 7 7/8" X .120" [108 X 200 X 3.05]	26' - 6" [8.08]	-	-	-	11 1/2" [292]	11 1/2" [292]	1" [25]	4' - 0" [1.27]
PL-ANT-266 35-7170	26' - 6" [8.08]	4 1/4" X 7 7/8" X .120" [108 X 200 X 3.05]	26' - 6" [8.08]	-	-	-	11 1/2" [292]	11 1/2" [292]	1" [25]	6' - 0" [1.83]
PL-ANT-268 35-7252	26' - 6" [8.08]	4 1/4" X 7 7/8" X .120" [108 X 200 X 3.05]	26' - 6" [8.08]	-	-	-	11 1/2" [292]	11 1/2" [292]	1" [25]	8' - 0" [2.44]
PL-ANT-316 35-7120	31' - 0" [9.45]	4 1/4" X 8 1/2" X .120" [108 X 216 X 3.05]	31' - 0" [9.45]	-	-	-	11 1/2" [292]	11 1/2" [292]	1" [25]	6' - 0" [1.83]
PL-ANT-318 35-7230	31' - 0" [9.45]	4 1/4" X 8 1/2" X .120" [108 X 216 X 3.05]	31' - 0" [9.45]	-	-	-	11 1/2" [292]	11 1/2" [292]	1" [25]	8' - 0" [2.44]

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions

-- LUMINAIRE ARM DATA --			
ARM LENGTH "E"	END O.D. X BASE O.D. X THICKNESS	RISE	Ø
4'-0" [1.27]	2 3/8" X 3" X .120" [60 X 76 X 3.05]	0'-9" [.23]	28"
6'-0" [1.83]	2 3/8" X 3 5/16" X .120" [60 X 84 X 3.05]	1'-6" [.46]	28"
8'-0" [2.44]	2 3/8" X 3 11/16" X .120" [60 X 94 X 3.05]	1'-6" [.46]	20"

Table 4 - Arm Data

ORDERING NOMENCLATURE

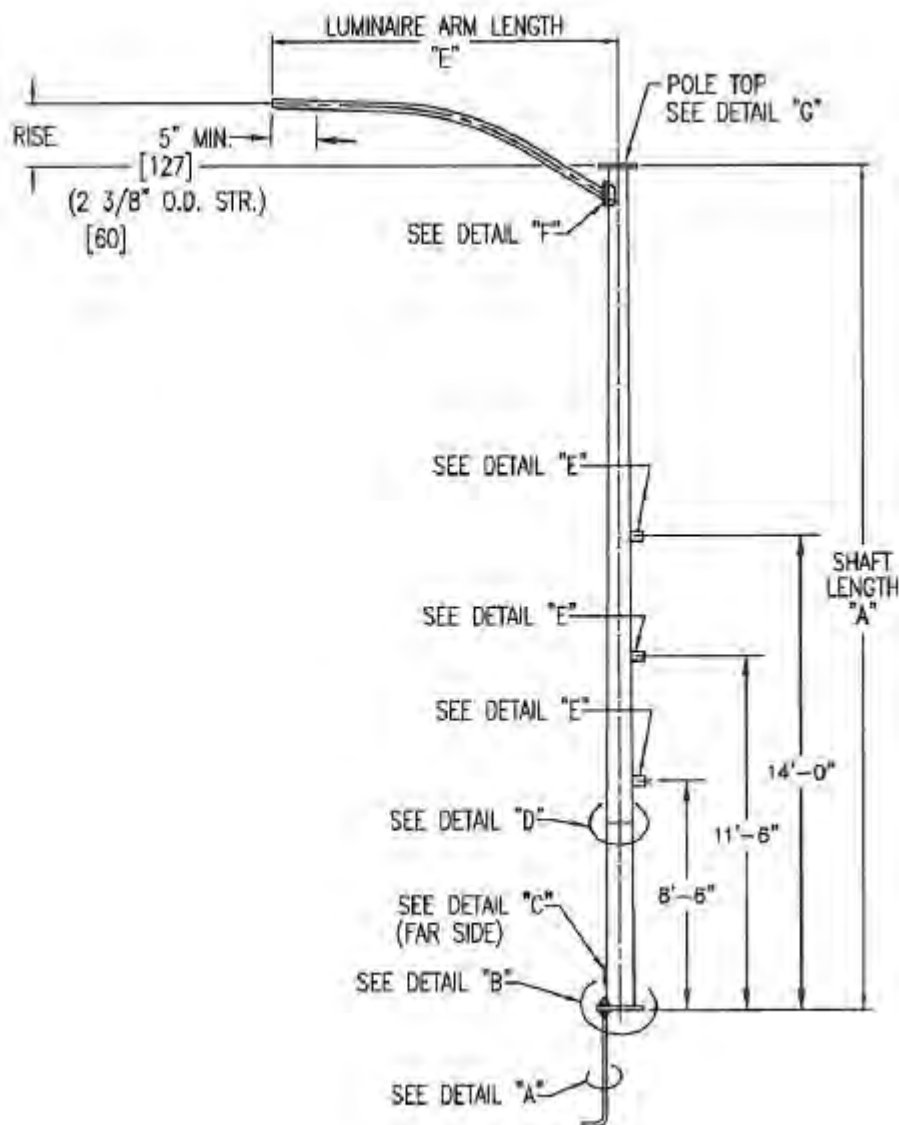
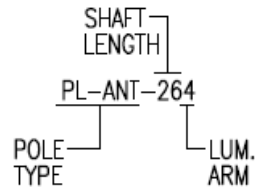


Figure 12 – Street Light Pole with Antenna Provisions

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions

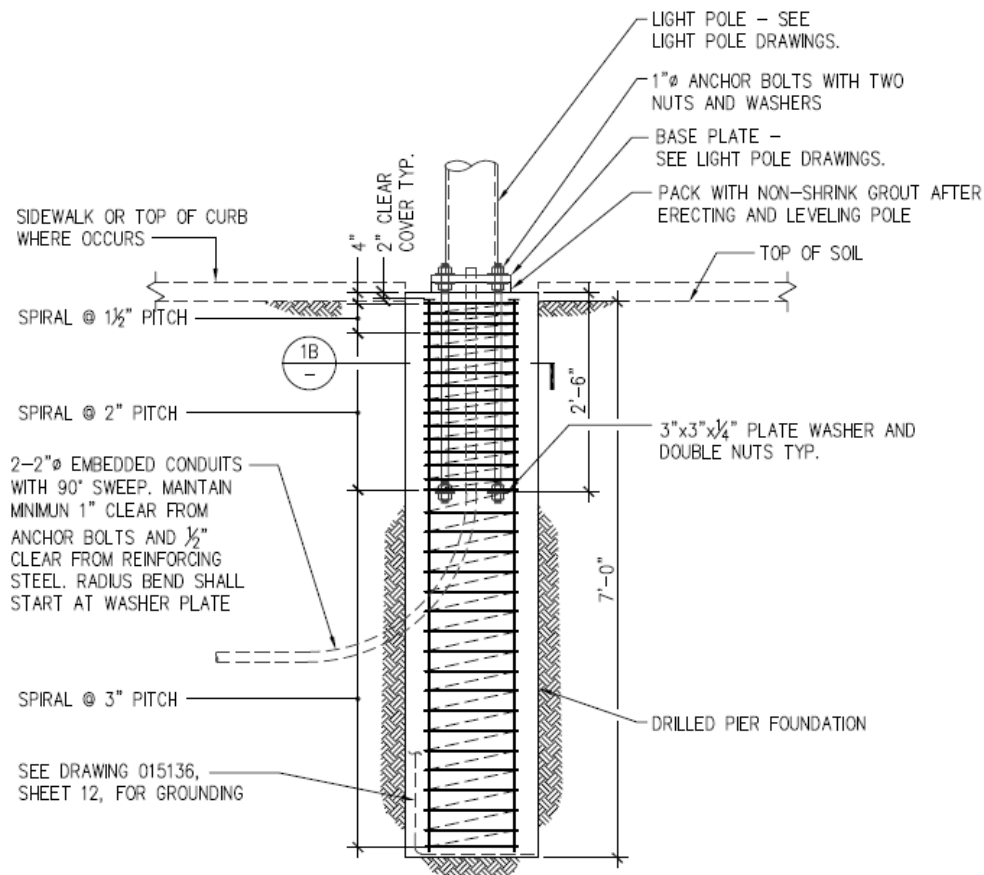


Figure 13 – Foundation – Elevation View

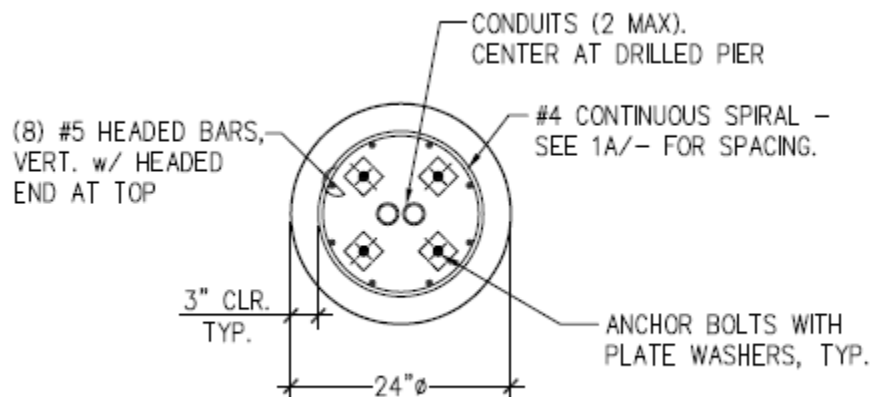
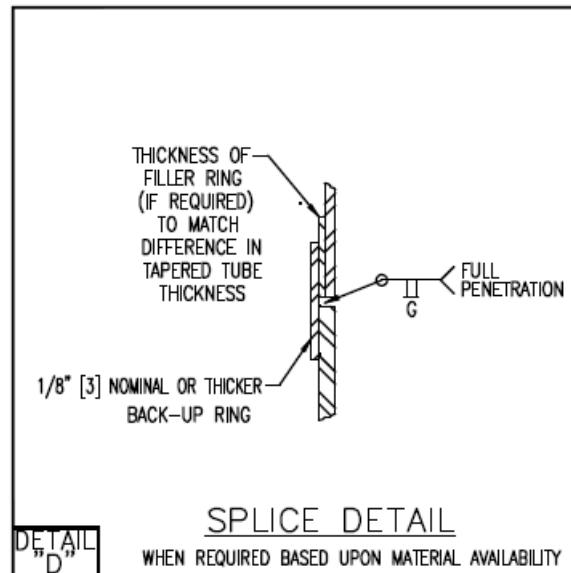
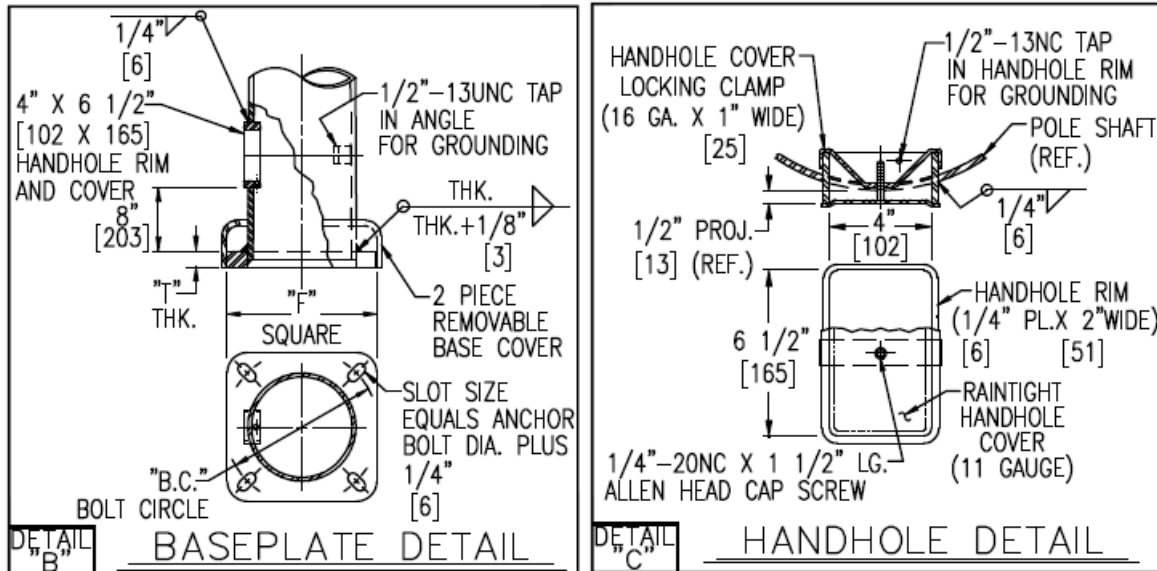
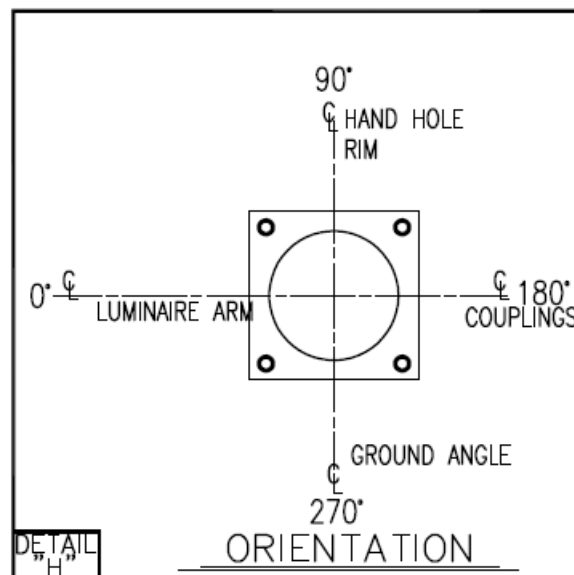
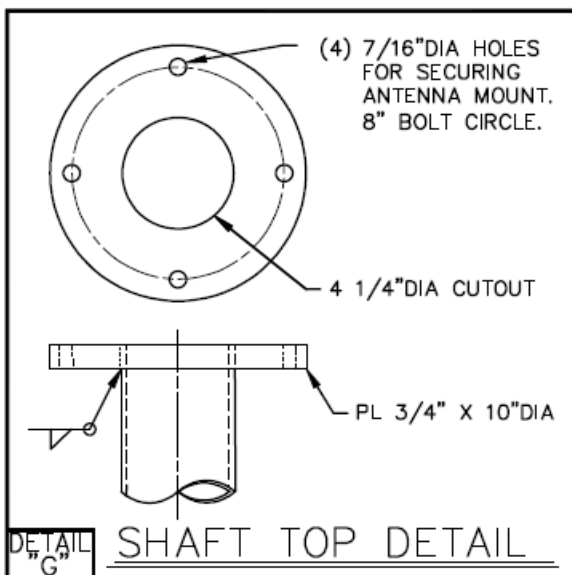
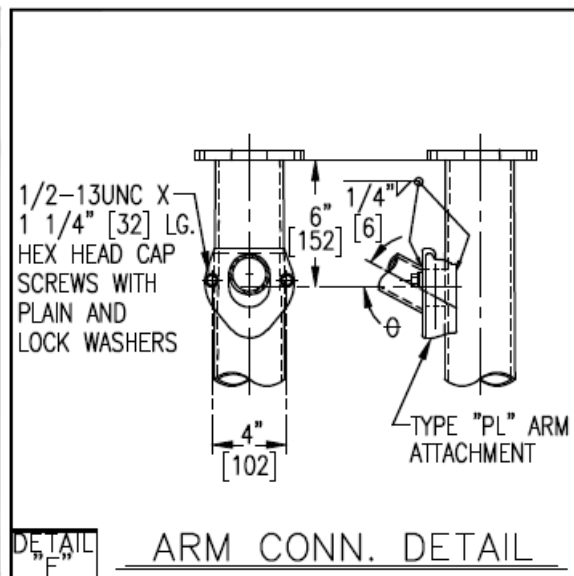
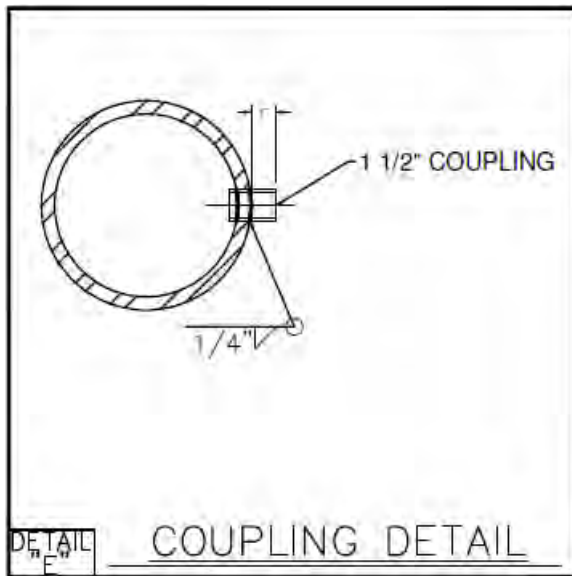


Figure 14 – Foundation – Plan View

Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions



Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions



Service to Communication Equipment on PG&E Owned Steel Streetlight Poles with Antenna Provisions

DOCUMENT APPROVER

Connie Taylor, Supervisor, Electric Distribution Standards

DOCUMENT CONTACT

Rich Kauzer, Senior Consulting Standards Engineer, Electric Distribution Standards

Daniel Jantz, Engineering Standards Technical Specialist, Expert, Electric Distribution Standards

Steve Dannecker, Product Manager, Principal, NRD Fiber and Outdoor Lighting

INCLUSION PLAN

A new document will be created to hold this information. This document will be released in the 2018 update of the Overhead Construction Manual.

SCHEDULE 1

LICENSE FEE SCHEDULE

[Insert new Fee Structure]

Site License No.

LICENSE FEE SCHEDULE			
annual License Fee per licensed Vertical Infrastructure	1 Carrier	2 Carriers	3 Carriers
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			

SCHEDULE 2

DEFAULT FEE SCHEDULE		
VIOLATION	INITIAL NOTICE	EACH FOLLOW-UP NOTICE
unauthorized installations	\$1,000	\$1,500
failure to make required repairs	\$300	\$350
access violations	\$300	\$350
insurance violations	\$300	\$350



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 11/14/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of City Council Resolution Approving the City of Pittsburg's Emergency Operations Plan
MEETING DATE: 12/3/2018

EXECUTIVE SUMMARY

The City of Pittsburg has updated its Emergency Operations Plan (EOP) per the authority of the California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the California Government Code) which conforms to the California Standardized Emergency Management System (SEMS) and meets the National Incident Management System (NIMS). The City Council adoption of the EOP and supplying a certified copy to the California Office of Emergency Management is required for State and Federal compliance.

FISCAL IMPACT

Approval of this Resolution will require the City of Pittsburg to implement the EOP using its present allocated budget funding.

RECOMMENDATION

Staff recommends the City Council adoption of the attached Resolution authorizing adopting of the City of Pittsburg Emergency Operations Plan 2018, agreeing to utilize the Integrated National Incident Management System and Standardize Emergency Management System, and authorize the Mayor to execute the EOP Letter of Promulgation.

BACKGROUND

In 2009, the State of California updated its Emergency Plan establishing the California Emergency Functions which consist of 18 disciplines deemed essential to the emergency management community in California. Each Emergency Function is designed to bring together discipline-specific stakeholders, local and regional, to collaborate and function within the four phases of emergency management: mitigation, preparedness, response, and recovery. The existing City EOP was approved by the City Council in 2014. The updated

2018 City EOP has been rewritten to incorporate these Functions as well as new State and Federal requirements.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The City's EOP is a guidance document to help the City plan, prepare and operate during an event or emergency. It provides continuity so members of the emergency response team know how to operate and function within local, regional and state levels on an emergency incident. Establishment, implementation, and training on the EOP is also critical within the SEMS and the NIMS in order to apply for and receive funding to assist with and offset costs of emergency events. The City hired Navigating Preparedness LLC to help prepare the EOP in consultation with City staff and will be conducting training on this plan to meet Federal Emergency Management Agency (FEMA) requirements.

As part of the EOP implementation, agreements and policies need to be executed to operate during events and emergencies. Examples are Memorandums of Understanding for sheltering and care of people and animals, activating mutual aid agreements, and public safety policies such as curfew times. It can also include designation of personnel as called out by the EOP. The Resolution will allow the City Manager to execute these as needed to implement the EOP.

Adoption of the attached Resolution would approve the City of Pittsburg Emergency Operations Plan 2018 which meets SEMS and NIMS requirements, authorize the Mayor to execute the Letter of Promulgation, authorize the City Manager to oversee EOP implementation and updates as well as approve and sign documents necessary to implement the EOP, and authorize the City Clerk to send a certified copy of this Resolution to the California Office of Emergency Services.

ATTACHMENTS: Resolution 18 –
City of Pittsburg Emergency Operations Plan 2018

Report Prepared By: Laura Wright, Environmental Affairs Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Approving	)	
The City of Pittsburg Emergency Operations	)	
Plan (EOP) 2018, Agreeing to Utilize the Integrated	)	
National Incident Management System and	)	
Standardize Emergency Management System,	)	RESOLUTION NO. 18-
Authorize the Mayor to Execute the EOP Letter of	)	
Promulgation, and Authorize The City Manager to	)	
<u>Oversee the EOP Implementation</u>	)	

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the State of California pioneered the development of standardized incident management systems to respond to a variety of catastrophic disasters, including fires, earthquakes, floods, and landslides; and

WHEREAS, in the early 1970s, the California fire service, in partnership with the federal government, developed the seminal emergency incident command system that has become the model for incident management nationwide; and

WHEREAS, in 1993, California was the first state to adopt a statewide Standardized Emergency Management System for use by every emergency response organization, and implemented a system to ensure the continual improvement of the Standardized Emergency Management System; and

WHEREAS, the President of the United States in Homeland Security Directive-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System, which would provide a consistent nationwide approach for federal, state, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from disasters, regardless of cause, size, or complexity; and

WHEREAS, California emergency management professionals have contributed their expertise to the development of the new National Incident Management System; and

WHEREAS, it is essential for responding to disasters that federal, state, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the California Standardized Emergency Management System substantially meets the objectives of the National Incident Management System; and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System nationwide; and

WHEREAS, the Governor of the State of California has directed his Office of Emergency Services and Office of Homeland Security in cooperation with the Standardized Emergency Management System Advisory Board to develop a program to integrate the National Incident Management System, to the extent appropriate, into the state's emergency management system; and

WHEREAS, City staff, with support from Navigating Preparedness LLC, has prepared the updated Emergency Operations Plan in compliance with the California Standardized Emergency Management System and National Incident Management System requirements; and

WHEREAS, the City of Pittsburg will continue to plan and provide an integral response during events and emergencies utilizing the four phases of emergency management for residents and the region.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings and Determinations

- A. The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City set forth below.

Section 2. Authorization and Direction

- A. The City Council of the City of Pittsburg hereby adopts and shall utilize the California Standardized Emergency Management System when responding to emergencies and disasters with other emergency response agencies.
- B. The City of Pittsburg shall utilize an emergency management system which shall be consistent with integration of the National Incident Management System and the Standardized Emergency Management System in California.
- C. The City Council approves the Emergency Operations Plan and authorizes the Mayor to execute the Letter of Promulgation as well as authorizes the City Manager to oversee plan implementation, updates and execute other related documents as required.
- D. The City Clerk of the City of Pittsburg is hereby authorized and directed to send a certified copy of this Resolution to the California Office of Emergency Services for filing with said Office.

Section 4. Effective Date

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the third day of December, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

CLERK'S CERTIFICATE

I, Alice E. Evenson, City Clerk of the City of Pittsburg, do hereby certify as follows:

The foregoing resolution is a full, true and correct copy of a resolution duly adopted at a regular meeting of the City Council of said City duly and regularly held at the regular meeting place thereof on the 3rd day of December, 2018, of which meeting all of the members of said City Council had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

An agenda of said meeting was posted at least 72 hours before said meeting at 65 Civic Avenue, Pittsburg, California 94565, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated:

Alice E. Evenson,
City Clerk of the City of Pittsburg

[SEAL]

City of Pittsburg

Emergency Operations Plan



December 2018





City of Pittsburgh
Emergency Operations Plan



Emergency Operations Center Activation QuickStart Guide

The City of Pittsburgh (City) Emergency Operations Center (EOC) serves as support to the command and control by the on-scene incident response. When an incident occurs, there is often insufficient information to determine if the EOC should be activated or how long an activation may last. If this condition occurs, a virtual or partial EOC activation may be initiated. More detailed information on emergency activations levels is contained in **Section 4.2.3**. Once an EOC activation is commenced, the first arriving staff should use the QuickStart Guide to efficiently setup and operate the EOC. When activated, the EOC responds to the impacts that any incident has on employees, facilities, critical and other infrastructure, and business functions. The EOC carries out this function through:

- Information Collection and Evaluation
- Operational Planning
- Resource Management
- Priority Setting
- **Overall Priorities**
 - **Life/Safety**
 - **Incident Stabilization**
 - **Property Preservation**



EOC ACTIVATION CHECKLIST	
COMPLETED	TASK
Date/Time	
	Activate the City EOC by assuming the role of EOC Director.
	Follow building inspection instructions. Consider which EOC should be activated based on damage and inspections.
	Establish the level of activation with the City Manager's Office.
	Use Everbridge to send an EOC Activation notification to staff.
	The EOC Supply Cabinets are in various areas and contain appropriately titled boxes for each EOC Section. Place the appropriate material at each of the identified workstation locations.
	Ensure there is an Emergency Operations Plan (EOP) with the checklists, along with paper, pen and message forms at each of the workstations. Office supplies are located in the Emergency Supply Cabinets.
	The Volunteer Unit in Logistics will circulate ICS 211 forms for sign-in purposes. These will be provided to the Finance Section Time Unit.
	Begin collecting and posting incident information using the Information Collection Plan in Appendix B . Fill in the whiteboards and the poster-size paper with as much information as possible.
	Post the EOC staffing chart. Use ICS Form 203, Organization Assignment List.



Forward

To: Officials, Employees, and Contract Staff of the City of Pittsburgh

The preservation of life, property, and the environment is an inherent responsibility of local, state, and Federal governments. The City of Pittsburgh (City) has prepared this Emergency Operations Plan (EOP) to ensure the most effective and economical allocation of resources for protection of people and property in time of an emergency or disaster. The objective of this Plan is to incorporate and coordinate all the facilities and personnel of the City into an efficient organization capable of responding effectively to any emergency.

Enclosed is the EOP. This Plan is designed as a reference and guidance document and is the foundation for disaster response and recovery operations for the City. It establishes the emergency organization, concept of operations, as well as specifies policies, general procedures and processes for coordination of the City's responsibilities as a member of the Contra Costa Operational Area with other Operational Area organizations. This plan builds upon previous efforts to enhance the City's emergency and disaster preparedness, response, and recovery capabilities and includes the critical elements of the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), the National Response Framework and the Incident Command System.

The City Manager's office will annually coordinate review of this Plan and collaborate with other staff to ensure that emergency processes are responsive to all needs. All City staff will become familiar with this plan and their role in the event of an activation where they will be called upon to assist and support the emergency operations.

The City Council gives its full support to this plan and urges all officials, employees, and residents, individually and collectively, to do their share in the total emergency preparedness, response, and recovery efforts of City of Pittsburgh.

This EOP becomes effective upon approval and resolution of the City Council. This letter promulgates the City's EOP and constitutes the City's adoption of the EOP and the SEMS.

Sincerely,

Pete "Dwaine" Longmire
Mayor of the City of Pittsburgh



City of Pittsburgh
Emergency Operations Plan



Plan Concurrence

As a designated official or principal in the City's emergency management effort, and having reviewed EOP, I hereby sign this concurrence page to show my approval of the plan and its contents.

Position	Signature	Date
City Manager		
Assistant City Manager		
Chief of Police		
City Attorney		
City Clerk		
Director of Community Development		
Director of Community Services		
Director of Finance		
Director Human Resources		
Director of Public Works		



City of Pittsburgh
Emergency Operations Plan



Distribution List

The distribution list designates the departments and agencies that received copies of the City of Pittsburg Emergency Operations Plan (EOP). All EOC staff shall have access to the EOP. Sufficient copies of the EOP will be maintained in the EOC for each position listed in **Appendix C**. The plan was distributed in an electronic form or printed version to:

City Departments and Partner Agencies	
Cal OES, Coastal Region	Human Resources
Mayor / City Council Members	Recreation
City Manager	Pittsburg Power Company / Island Energy
City Clerk	Police Department
City Attorney	Public Works / Water Treatment Plant
Contra Costa County Fire Protection District	Community Services
Contra Costa Operational Area	Environmental Affairs/Local Enforcement Agency
Community Development / Building, Engineering, and Planning	Pittsburg Unified School District
Finance	Mt. Diablo Unified School District
Pittsburg Marina	Los Medanos Community College
Housing Authority	

Portions of this document may contain sensitive information pertaining to the deployment, mobilization, and tactical operations of the City government in response to emergencies. Refer any request to view the plan or for a copy of this document to the Pittsburg City Manager's Office.



City of Pittsburgh
Emergency Operations Plan



Plan Maintenance and Record of Revisions

Per Section 2.44.080 of the City Municipal Code, the Pittsburgh Disaster Council shall be responsible for the development of the City EOP. The EOP shall provide for the effective mobilization of all of the 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 shall provide for the organization, powers and duties, services and staff of the emergency organization. The EOP will take effect upon adoption by resolution of the City Council. [Ord. 668 C.S. § 7, 1974.]

The City EOP was written with input from City departments having an official emergency responsibility in the City. The EOP was submitted to the California Governor's Office of Emergency Services (Cal OES) for review and then presented to the City Council for analysis. Upon concurrence by the City Council, the EOP was officially adopted through resolution.

Maintenance of the EOP is coordinated by the City Manager's Environmental Affairs Manager with support from the police department. Individual City Departments are responsible to update and revise their departmental procedures regularly and submit those updates to the Environmental Affairs Manager who will incorporate the updates into the EOP. These updates should include new information (e.g., update of phone numbers and revisions of relevant standard operational procedures or positions). All changes to the EOP will be documented in the record of revisions table below. Changes to the EOP will be distributed to the City departments and agencies shown on the Plan Distribution list. Major revisions to the EOP will be submitted to the City Manager for approval or for recommendation for review by City Council.

Change No.	Description	Change Date	Approved By
002	2018 Update		City Council



City of Pittsburgh
Emergency Operations Plan



Plan Approval Resolution



City of Pittsburgh
Emergency Operations Plan



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1. Emergency Operations Plan Overview and Administration

The EOP is designed to assist City and other staff members who have key roles and responsibilities for responding during disasters, emergency incidents and pre-planned events. Emergency management organization staff that support emergency response, report to the EOC, Department Operations Centers (DOC) or are assigned to field response duties, should use the EOP to guide their actions in completing assigned tasks.

1.1 Plan Format

BASIC PLAN

The EOP provides an overview of the City's organization, policies, and approach to all phases of emergency preparedness. It is the foundation document for the City's emergency management program. The EOP identifies the functions and responsibilities for the emergency response organization and EOC staff and provides guidance for plan maintenance. It describes internal processes that address emergency response and coordination. The intent of the EOP is to provide supporting documentation to emergency response staff that is detailed enough for effective response yet is flexible enough to be used in any emergency response including one that requires emergency water transportation operations to support movement of first responders or evacuation of affected populations.

APPENDICES

The EOP appendices include forms, checklists, and other supplemental information to be used in preparation for, and during, an emergency. Appendices also include supporting information that may frequently change, such as personnel rosters and contact lists.

1.2 Purpose and Scope

The EOP provides guidance to City staff to promote effective response and recovery operations when any emergency affects City operations or citizens. The scope of the EOP includes the City's population, personnel, property, and facilities, and it is applicable to any incident resulting from any hazard or threat.

The EOP:

- Describes the City's organizational structure and management system for emergency response
- Sets forth lines of authority and organizational relationships, and shows how emergency response activity will be coordinated
- Identifies the actions taken to activate and operate the City EOC
- Identifies personnel, equipment, facilities, supplies, and other resources available to support EOC operations
- Provides detailed guidance for EOC staff to carry out their responsibilities
- Describes EOC processes and products such as the EOC Action Plan and Situation Status Report



The objectives of the EOP are to:

- Describe the internal processes that address emergency response and coordination including identifying the roles and responsibilities of EOC positions that may be staffed at the City EOC upon activation
- Describe the Incident Command System (ICS) which will be used in the preparation for, response to, and recovery from emergencies, and may be used to aid in the mitigation of potential threats
- Provide tools and templates such as emergency procedures and communications methods for EOC and other staff to use in supporting response to emergencies

1.3 Pittsburgh EOP Activation

Activation of the EOP occurs as a result of any of the following conditions:

- By order of the City Director of Emergency Services as specified in City Municipal Code Chapter 2.44, provided that the existence or threatened existence of a Local Emergency has been proclaimed in accordance with the City Municipal Code
- When it is determined by the EOC Director that the available resources are inadequate to cope with the emergency incident
- When required to support pre-planned events
- When the Governor proclaims a State of Emergency for an area that includes the City
- Automatically on the proclamation of a State of War Emergency as defined in California Emergency Services Act (Government Code §§ 8550, et seq.)
- A Presidential declaration of a National Emergency
- Automatically on receipt of an attack warning or the observation of a nuclear detonation

1.4 Authorities

The following documents provide emergency authorities for conducting and/or supporting emergency operations:

1.4.1 Federal

- Homeland Security Presidential Directive (HSPD) 5, Management of Domestic Incidents
- Presidential Policy Directive (PPD) 8, National Preparedness
- U.S. Department of Homeland Security, National Incident Management System (NIMS)
- U.S. Department of Homeland Security, National Response Framework (NRF)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288), as amended
- National Fire Protection Association (NFPA), Safer Act Grant; NFPA 1710, 2010
- Americans With Disabilities Act (ADA), 1990
- ADA Amendment Act (ADAAA), 2008
- Post-Katrina Emergency Reform Act, 2007



- The Pets Evacuation and Transportation Standards Act of 2006
- Public Law 84-99 (U.S. Army Corps of Engineers-Flood Control Act)
- Federal Civil Defense Act of 1950 (Public Law 920), as amended
- NRT-1, Hazardous Materials Emergency Planning Guide and NRT-1A Plan Review Guide (Environmental Protection Agency's National Response Team)
- National Environmental Policy Act of 1969, 42 U.S.C. 4321
- Flood and Coastal Storm Emergencies (33 U.S.C. § 701n)

1.4.2 State

- California Constitution
- California Emergency Services Act; Chapter 7 of Division 1 of Title 2 of the Government Code
- Standardized Emergency Management System (SEMS) Regulations; Chapter 1 of Division 2 of Title 19 of the California Code of Regulations and Government Code Section 8607(a)
- California State Emergency Plan
- California Master Mutual Aid Agreement
- California Natural Disaster Assistance Act; Chapter 7.5 of Division 1 of Title 2 of the Government Code
- California State Private Nonprofit Organizations Assistance Program, 2011
- California Hazardous Materials Incident Contingency Plan
- California Oil Spill Contingency Plan (Government Code §§ 8670.1, et seq.)
- California Health and Safety Code, Division 20, Chapter 6.5, Sections 25115 and 25117, Chapter 6.95, Sections 2550 et seq., Chapter 7, Sections 25600 through 25610, dealing with hazardous materials
- Orders and Regulations which may be selectively promulgated by the Governor during a State of Emergency
- Orders and Regulations Promulgated by the Governor to Take Effect upon the Existence of a State of War Emergency

1.4.3 City

- City Municipal Code §§ 2.44, et seq. Emergency Organization and Functions Ord. 668 C.S. § 7, 1974
- Resolution adopting the Master Mutual Aid Agreement, on December 14, 1950
- City of Pittsburgh Disaster Council Accreditation: May, 1951
- Resolution No. 4023 authorizing the Mutual Aid Operation Plan Agreement for Law Enforcement, adopted September 6, 1966
- Resolution No. 86-7031 adopting Workmen's Compensation Benefits for Disaster Service Workers, adopted January 6, 1986



- The current City Resolution adopting the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and the 2014 Emergency Operations Plan.

1.5 Relationship to Other Plans/References

The EOP is the primary document used by the City to describe the conduct of emergency management activities. The EOP addresses how emergency response and recovery operations will be conducted and how resource support will be requested and coordinated.

The EOP is not a stand-alone document. Its purpose is to coordinate emergency operations while supporting the emergency plans and procedures of all City departments. The EOP is designed to be flexible enough to adapt to a changing response environment while meeting the needs of supporting and requesting organizations. Other plans and guidelines the EOP may support/complement include:

- State of California Emergency Plan 2017
- State of California Emergency Management Mutual Aid Plan 2012
- California Law Enforcement Mutual Aid Plan 2016
- California Fire Service and Rescue Emergency Mutual Aid Plan 2014
- California Public Health and Medical Emergency Operations Manual 2011
- California Department of Food and Agriculture California Animal Response Emergency System (CARES) MOU
- Bay Area Earthquake Plan 2016
- Contra Costa Operational Area Emergency Operations Plan 2011
- Contra Costa County Multi-Jurisdiction Local Hazard Mitigation Plan Update 2011
- California Water and Waste Water Response Network (CalWARN)
- Building Inspector Safety Assessment Program (SAP)
- Contra Costa Operational Area Earthquake Plan 2010
- City of Pittsburgh Local Hazard Mitigation Plan 2017
- Other City Department Emergency Operations Plans and Standard Operating Procedures

1.6 Standard Operating Procedures/Guides (SOPs/SOGs)

Additional organizational and/or functional Standard Operating Procedures (SOPs) or Standard Operating Guides (SOGs) are used by City Departments and other agencies and organizations that have responsibilities in this plan. **Appendix C** of this EOP serves as the SOP for the City EOC. City emergency operations staff should be acquainted with this and other relevant SOPs/SOGs and receive periodic training on the policies and procedures contained within them.



2. Hazard Analysis

The City is subject to a number of potential hazards. The 2017 Local Hazard Mitigation Plan (LHMP) contains detailed descriptions of the nature, past occurrences, location, extent and probability of future events for hazards. It also addresses the potential impacts resulting from climate change on the hazards.

2.1 City Description

The City is an industrial municipality in eastern Contra Costa County, California in the East Bay region of the San Francisco Bay Area. The City was incorporated on June 25, 1903 as a general law city. The City encompasses approximately 19.25 square miles and lies at Latitude: 38.03 North, Longitude: 121.88 West. The elevation ranges from 30 feet Mean Sea Level (MSL) in the northern portion east of Suisun Bay in the westernmost portion of the Sacramento-San Joaquin Delta. Browns Island and Winter Island are just off the shoreline of the City, along with the New York Slough and Broad Slough, to 1,900 feet MSL at the City's southernmost ridge in the hills of the Diablo Range. The City, operating as Island Energy, owns, manages, and runs the utility on Mare Island in Vallejo.

The City provides its own public services through eleven (11) departments: City Administration (City Manager, City Attorney, and City Clerk), the City Housing Authority, Successor Agency, Development Services, Finance, Marina, Human Resources, Parks and Recreation, Pittsburg Power Company, Police Department, and Public Works. The primary public safety organizations consist of the Police Department and the Public Works Department. The City contracts for fire, rescue and emergency medical services with the Contra Costa County Fire Protection District.

Gas and electric services are provided by Pacific Gas and Electric. The Pittsburg Water Department operates its own water treatment plant and associated infrastructure facilities, which primarily serve customers within city limits. The City obtains raw water from the Contra Costa Water District (CCWD) through the Central Valley Project (CVP). Treated water is distributed throughout the City via a 210-mile system of pipelines, in addition to several pump stations and seven reservoirs. The City also supplements its CCWD water supply with two wells: one well is located at City Park at Highway 4 and Bodega Court and a second at Dover Way and Frontage Road.

Sewer services in the City are provided by the City and the Delta Diablo Sanitation District (DDSD). The City maintains and owns the local sewage collection system consisting of approximately 150 miles of sewer lines, ranging in diameter from 6 to 36 inches, and one sewage lift station. The DDSD sewage treatment plant is located north of Pittsburg-Antioch Highway, just east of the City limits. Pittsburg Mt. Diablo Resource Recovery (MDRR; Pittsburg) provides solid waste pickup and disposal for the City and a small portion of neighboring Bay Point.

Transportation routes include California State Highway 4 which runs through the City and is the primary east/west travel route serving the central and eastern communities in Contra Costa County. Bay Area



Rapid Transit (BART) serves Eastern Contra Costa with the Pittsburg/Bay Point Station, which is networked with the traditional BART third rail train system, and the new extension, powered by clean diesel trains, with stations at Pittsburg Central Station and Hillcrest Station in Antioch.

Tri-Delta Transit is a bus operator serving the communities in the eastern section of the county. East Bay Para-Transit is a bus service for persons with disabilities throughout the county. Burlington Northern and Santa Fe Railroad operates one rail line in the City, two rail lines out of Richmond, and one rail line in Port Chicago (known as short lines). Union Pacific operates Amtrak; maintains stations in Richmond, Martinez, and Antioch; and utilizes Burlington Northern and Santa Fe tracks within the county. The nearest major airports are Oakland International Airport (42 miles), Stockton Metropolitan Airport (46 miles), and San Francisco International Airport (52 miles).

Medical facilities, which provide routine and preventative health care in or near the City, include the Pittsburg Health Center, Diamond Ridge Healthcare Center and Sutter Delta Medical Center. The closest hospitals to the City include Kaiser Foundation Hospital in Walnut Creek (approximately ten miles); Sutter Delta Medical Center in Antioch (approximately six miles); and John Muir Medical Center in Concord (approximately nine miles). There are several assisted living facilities in the City: American Legacy Care Home, Rose's Garden, Santa Teresa Care Home, Sheila's Crystal Care Home, Pittsburg Care Center, Tender Loving Care, and Muir Creek. There are also retirement homes and senior living facilities in the City, such as Stoneman Village, Alpine Retirement Home, Siena Court Senior Apartments and East Santa Fe Apartments, and Delta Hawaii Senior Apartments. Residents at these facilities may require additional assistance in a local emergency or disaster. These sites are identified as sites for Functional Assessment Service Team (FAST) assistance and services during a disaster.

The Pittsburg Unified School District (PUSD) has eight (8) elementary schools, three (3) junior high schools, one (1) high school, a continuation school, and an adult education center. Delta View Elementary School, located in the City, is part of the Mt. Diablo Unified School District. Light the Bay Christian Academy, a private Christian school, and St. Peter Martyr School, a private-catholic school, is in the City as is Los Medanos Community College. In addition, STS Academy operates after school programs at various City and PUSD locations.

Old Town Pittsburg and the Marina district have recently been rebuilt offering restaurants, shopping and newly constructed multi-family housing. The renovated marina is located within steps of the main Old Town shopping district and downtown living. The marina has 575 berths, a 24-hour public launch ramp, a fuel dock, café, bait shop, and the Pittsburg Yacht Club.

The City has grown from its days as primarily an industrial center for steel and commercial fishing into a community with a blend of commercial, retail, and office businesses. There are still large industrial employers such as USS-POSCO and Dow Chemical Company, a variety of smaller commercial employers, such as Ramar Foods International and Walmart, and educational employers such as Pittsburg Unified School District and Los Medanos Community College to name a few.



According to the State of California Department of Finance E-1 Population Estimates for 2014-2016, the City's estimated population in 2016 was 67,628. According to the Census Bureau, the City is the 131st most populated city in the state of California out of 482 incorporated cities. According to the 2010 Census, 8.0 percent of the City's population was under five years of age; 25.4 percent between 6 and 19 years of age; 58.3 percent was between 20 and 64 years of age; and 8.3 percent were 65 years old or older.

The 2010 Census also indicates that the City's racial composition is as follows: 43.5 percent White; 12.6 percent Asian; 23.1 percent Hispanic or Latino; 18.9 percent Black or African American; 0.7 percent American Indian and Alaska Native; 0.9 percent Native Hawaiian and other Pacific Islander; and 1.64 other races.

In addition, the Census estimates in 2013 that 32,849 the City residents, 16 years and older, were part of the labor force. Of that number, an estimated 28,766 were employed and 4,022 were unemployed, for an approximate unemployment rate of 5.9 percent. The median household income in the City in 2013 was estimated at \$58,866; the 2013 per capita income was estimated at \$23,972. An estimated 78.7 percent of the residents in the City graduated with a high school diploma and 17.4 percent graduated with a bachelor's degree or higher.

The total estimated number of people living in the City with a disability in a non-institutional setting is 13.6 percent or 8,782 people. Of those 8,782 people, 4.2 percent, or 701 persons, are under the age of 18; 13 percent or 5,426 persons are aged 18-64; and 45.6 percent or 2,655 are 65 years and older.

2.2 Hazard Descriptions

The 2017 LHMP lists 12 hazards that affect the City based on historical information, the presence of the hazard, and the likelihood of future occurrences of the hazard. They are contained in **Table 2-1** and further described below.

Table 2-1: 2017 LHMP Hazards

1. Flooding – Localized Storms, Seiches
2. Hazardous Materials – Chemical Storage
3. Earthquake – Seismic Hazards
4. Drought
5. Transportation – Air, Rail, Highway, and Water
6. Civil Unrest
7. Public Health – Epidemic, Pandemic
8. Severe Weather – Wind, Tornados, Heat
9. Wildland and Urban Fires
10. Terrorism – Nuclear, Cybersecurity
11. Pipeline – Oil Spills
12. Climate Change – Air Pollution, Rising Tides



2.2.1 Flooding

Rain that falls in the Central Valley of California and in most of the Sierra Nevada Mountains ultimately flows to the Pacific Ocean through the San Joaquin-Sacramento River Delta along the water's edge of the City and the shoreline of Contra Costa County. The shoreline of the City is within the 100-year flood zone, which may cause localized flooding in and around watershed areas. This threat has been mitigated in some degree by improvements in the water runoff infrastructure within the City. The City is not in the line of any flooding from dam or reservoir inundation.

Location

In the City, low lying areas are subject to flood conditions. Urban development in floodplain areas are often subject to seasonal inundation. The floodplain is a natural extension of any waterway, although infrequently used. Storm water runoff, when exceeding the capabilities of the physical channel characteristics of a stream, results in the natural flooding of a localized area, inundating vehicles and causing considerable damage to residential and industrial properties located near stream and drainage channels.

The Federal Emergency Management Agency (FEMA) is performing detailed coastal engineering analyses and mapping of the San Francisco Bay shoreline within the nine (9) San Francisco Bay Area counties. The analysis and mapping will revise and update the flood and wave data for the Contra Costa County Flood Insurance Study report and Flood Insurance Rate Map panels along the San Francisco Bay shoreline.

Extent

The potential for flooding in the City is generally in response to a series of heavy winter rainstorms, typically occurring in early November through late March. If drainage basins became flooded due to several storms within a short period of time, the floodplain management and response capability could be overwhelmed, and major roads could be blocked, preventing access for many residents and critical response functions.

Previous Occurrences

Flooding associated with severe storms has been among the most common disaster in the Bay Area during the period from 1950 to 2015, occurring on average 1.3 times a year over the past 60 years. Often heavy rainfall brings many areas of localized flooding, especially in low-lying areas of the region. Many other locally significant floods have occurred during this time.

Extensive flooding occurred in 1950, 1957, 1958, 1959, 1962, 1963, 1964, 1965, 1966, 1969, 1970, 1973, 1980, 1982, 1983, 1992, 1995, 1996, 1997, 1998, 2005, 2006, 2008, 2009, 2012, 2014 and 2017.

The City has had two resolutions declaring a local disaster. On January 22, 1997, a severe winter storm front impacted the City causing widespread flooding which impacted both public and private structures and facilities. During the storm, substantial localized flooding was experienced in many areas of the City.

On February 3, 1998, a winter storm impacted the City and led to significant and catastrophic public and private losses due to storm-related flooding.



A series of storms, high winds and flooding occurred between January and February 2017. These storms led to state and county local disaster declarations. These storms impacted the City with widespread flooding affecting mostly public infrastructure such as roadways, the marina, stormwater detention and spillway areas. In March 2017, a ruptured water main spewed water across four city blocks in Pittsburg, flooding homes and leaving residents stranded through early Thursday. The gushing water filled up the basements of four homes and two apartment complexes. Some people were trapped inside their homes because their yards were submerged under nearly two feet of water.

Probability of Future Events

The primary water courses in Contra Costa County have the potential to flood at irregular intervals, generally in response to a succession of intense winter rainstorms. Storm patterns of warm, moist air usually occur between early November and late March. A series of such weather events can cause severe flooding in the planning area. The worst-case scenario is a series of storms that flood numerous drainage basins in a short time. This could overwhelm the response and floodplain management capability within the planning area. Major roads could be blocked, preventing critical access for many residents and critical functions. High in-channel flows could cause water courses to scour, possibly washing out roads and creating more isolation problems. In the case of multi-basin flooding, the City would not be able to make repairs quickly enough to restore critical facilities and infrastructure.

2.2.2 Hazardous Materials Incident

The northern section of Contra Costa County is home to a large number of industrial sites including refineries and other chemical processing plants. Major operators of the industrial sites include:

- Air Products and Chemicals, Inc.
- Chevron Refinery
- Criterion Catalyst Company L.P.
- Dow Chemical
- NRG Energy
- Pacific Gas and Electric
- Phillips 66
- Praxair, Inc.
- Shell Martinez Catalyst Plant
- Shell Oil Products, U.S.
- Tesoro Petroleum Company
- USS POSCO Industries
- Valero Refining Co

Location

Industrial facilities are located throughout northern Contra Costa County with a concentration in the cities of Richmond and Martinez. USS POSCO Industries' steel production plant is located in the City, as is Dow's chemical plant. This plant is the largest integrated chemical manufacturing complex of its kind on the west coast. The plant has the capacity to produce several million pounds of the highly toxic pesticide, sulfuryl



fluoride. K2 Pure Solutions has a bleach production plant that is sited on approximately 15 acres of land at 950 Loveridge Road, Pittsburg, California. This plant, which in the past was associated with chlorine spills, has replaced a portion of the facility to use a process that does not require chlorine to manufacture bleach or caustic soda. However, the plant still receives large shipments of liquid chlorine.

Extent

All the facilities have the potential to produce hazardous releases. The details of the type and extent of the potential releases are maintained by the plant operators and the State Department of Toxic Substances Control (DTSC). The facilities are required to notify the County Hazardous Materials Incident Response Team when there is an incident. The County's Board of Supervisors have approved the Hazardous Materials Incident Notification Policy detailing when and how this should be done.

Previous Occurrences

There have been numerous hazardous material incidents that have impacted the City and surrounding areas. Most were associated atmospheric releases from nearby industrial facilities. Recent occurrences include events at the Chevron Richmond and other nearby refineries, and chemical processing plants.

The Contra Costa County Community Warning System (CWS) supports emergency response to hazardous releases that may impact populations. It is recognized as one of the nation's most modern and effective all-hazard public warning systems. The CWS is a partnership of the County Office of the Sheriff, Health Services Department, other government agencies, industry, news media and the non-profit Community Awareness & Emergency Response organization, all striving to deliver time-sensitive and potentially life-saving information to the people of Contra Costa County.

Probability of Future Events

While safety programs aim to prevent hazardous material releases, accidents occur due to equipment failures or human error. Additionally, a large earthquake could rupture piping and other containment systems and derange controls, causing releases, fires and public health incidents. There is a high probability of future hazardous releases from refineries and chemical plants that could affect the City.

2.2.3 Earthquake

Location

The City is located in a high seismic risk zone. This region is one of the most seismically active in the world, marked by the number of large, damaging earthquakes that have occurred in the past. Major earthquakes have occurred on the San Andreas and Hayward faults in 1836, 1838, 1868, 1906 and 1989.

Extent

The City has no known earthquake faults within its boundaries, but due to the close proximity of several faults, the entire City is equally subject to the earthquake hazard. The City could be affected in varying degrees by several earthquake faults that are close to the City. Structural damage, as well as damage to



infrastructure systems such as water, power, gas, communication, and transportation, is largely dependent upon the location of the earthquake's epicenter, the time of day, and season of the year.

Previous Occurrences

Northern California is one of the most seismically active areas in the U.S. The region has experienced at least 43 earthquakes greater than 5.0 MM since 1836.

Table 3-1: Historical Earthquakes Recorded in the Bay Area Region

Date	Magnitude	Fault Name
10-21-1868	6.8	Hayward - 30 Fatalities
4-19-1892	6.4	Vacaville - 1 Fatality
6-10-1897	6.3	Calaveras Fault
3-31-1898	6.3	Mare Island
4-18-1906	7.8	San Francisco - 3000 Fatalities
7-1-1911	6.5	Calaveras Fault
4-24-1984	6.2	Morgan Hill
10-18-1989	6.9	San Francisco (Loma Prieta) - 63 Fatalities
6-15-2005	7.2	Off the Coast of Northern California
6-17-2005	6.6	Off the Coast of Northern California
1-10-2010	6.5	Offshore Northern California
8-27-2014	6.0	Napa

Probability of Future Events

Earthquake probabilities are calculated by projecting earthquake rates based on earthquake history and fault slip rates (not simply the number of occurrences within a span of years). The result is expressed as the probability that an earthquake of a specified magnitude will occur on a fault or within an area.

There is a strong likelihood that the City will experience a significant earthquake from one of the known major faults in the next 30 years. In 2015, the Working Group on California Earthquake Probabilities (WGCEP) issued its third Uniform California Earthquake Rupture Forecast (UCERF3) which determined the likelihood for magnitude 6.7 and larger earthquakes somewhere in the region remains near certainty (greater than 99 percent).

2.2.4 Drought

Drought is an extended period of years when a region is deficient in its water supply or consistently receives below average precipitation. Drought patterns in the West are related to large-scale climate patterns in the Pacific and Atlantic Oceans, such as the El Niño–Southern Oscillation in the Pacific, and the Atlantic Multidecadal Oscillation in the Atlantic. As these large-scale ocean climate patterns vary in relation to each other, drought conditions in the U.S. shift from region to region. Drought produces a variety of impacts that span many sectors of the economy such as reduced crops, rangeland, and forest



productivity; increased fire hazard; reduced water levels; increased livestock and wildlife mortality; and rationing, among other impacts.

In the City, drought impacts are more related to social, economic, and environmental uses. The City is primarily a suburban city; water usage is typically related to municipal, tourism, commerce, and recreation, all of which require a constant, steady supply of water.

Location

When a drought is in effect, the entire City is affected by the drought.

Extent

The State recently experienced an unprecedented drought beginning in 2012. This is the longest drought in over a century. The drought at its height encompassed over 98 percent of the state of California. On January 17, 2014, Governor Edmund G. Brown, Jr., declared a drought state of emergency. Reservoirs, groundwater basins and ecosystems were at half-capacity or less and were stressed. The wildfire risk was extremely high. 2014 was the state's third driest in 119 years of record based on statewide precipitation. In late July 2015, the U.S. Drought Monitor classified 58 percent of California in "exceptional" drought, the most severe on the U.S. Drought Monitor's five-point scale, and that percentage remained unchanged through September. More than 80 percent was in "extreme" drought. Unprecedented storms during the winter of 2016 – 2017 alleviated most drought conditions in the State. The drought state of emergency ended in April 2017 due to record setting precipitation the previous winter.

Previous Occurrences

Historical drought data for the Contra Costa County region indicate there have been four significant droughts in the last 79 years. This equates to a drought every 19.8 years on average or a 5.1 percent chance of a drought in any given year.

Probability of Future Events

An extreme multiyear drought more intense than the 2011 - 2016 drought could impact the region with little warning. Combinations of low precipitation and unusually high temperatures could occur over several consecutive years. Intensified by such conditions, extreme wildfires could break out throughout Contra Costa County, increasing the need for water. Surrounding communities, also in drought conditions, could increase their demand for water supplies relied upon by the planning partnership, causing social and political conflicts. If such conditions persisted for several years, the economy of Contra Costa County could experience setbacks, especially in water-dependent industries.

Climate Change

Climate change is likely to increase the number and severity of future droughts. The cumulative impact of climate change impacts will result in drier conditions and will alter the timing and efficiency of the Bay Area water supply. An increase in temperature and a reduction in mountain snowpack are the two most



direct effects of climate change that will result in a drier state with fewer natural water resources than historically have been available.

2.2.5 Transportation Incident

The City is vulnerable to transportation incidents involving airplanes, rail (freight and passenger), vehicles, or seafaring vessels on the Delta.

Location

The Burlington Northern Santa Fe Railroad runs through the City. These trains may carry both cargo and/or passengers. Many of these trains carry hazardous materials that, if spilled, could cause mass evacuation of surrounding neighborhoods or orders to shelter in place, depending on the chemical involved. There are schools and homes near the train tracks that would need to be evacuated if a hazardous materials spill occurred because of a train derailment. The most recent train derailments that occurred in the City include a train vs. truck accident on July 14, 2009; an 11-car derailment that occurred on November 10, 2009; and a locomotive derailment that occurred on January 29, 2010.

The Bay Area Rapid Transit (BART) rail runs through the City. A derailment of a BART train could be devastating for passengers and shut down commuter rail traffic for considerable periods of time. Alternate transportation would have to be provided while the train was cleared and tracks repaired.

The airports closest to the City are Buchanan Field Airport, Byron Airport, Oakland International Airport, Rio Vista Municipal Airport, Livermore Municipal Airport, Napa County Airport, Nut Tree Airport, and San Francisco International Airport. The county lies along the West Coast air corridor, and traffic patterns for Bay Area and Sacramento airports traverse the area. Many smaller private aircraft often fly in and out of Contra Costa County. The primary risk facing the City regarding airplane accidents would be the crashing of a light aircraft or helicopter.

Highway 4, which runs through the City, is a designated route for transporting hazardous materials. A trucking incident on a main transportation artery could result in considerable loss of life and property and hamper traffic through the county.

Extent

Both air and rail hazards encompass many threats, such as hazardous materials incident, fire, explosion, severe damage to rail lines, roadways, adjacent buildings, or vehicles, roadway closures, evacuations, and loss of life if pedestrians or those in either the adjacent buildings or vehicles are affected by the incident.

Previous Occurrences

A query of the National Transportation Safety Board Aviation Accident Database indicates there has been one aircraft accident in the City.



2.2.6 Civil Unrest

Civil unrest is defined as large-scale population disorder, a broad term used by law enforcement to describe group behavior that disrupts the typical social order. It may involve a strike, demonstration or protest, and it can be peaceful or involve violence. Riots and looting are forms of civil unrest. Incidents of civil unrest often occur after national or local events incite anger in the populace and may be triggered by various causes such as political protests, racial strife or sporting events. Civil disorders and disturbances are human-caused events with potential for endangering life and damaging property.

Location

The entire San Francisco Bay Area region is vulnerable to civil unrest. While there are no specific hazard zones that can be identified or predicted for civil unrest, dense population centers located in highly urban areas such as Oakland and San Francisco are more likely to experience this hazard.

Extent

Civil unrest may result from a wide variety of causes, ranging from local to international. All regional assets are susceptible to being at risk from civil disturbances. Local government facilities including San Francisco and Oakland City Halls as well as the San Francisco-Oakland Bay Bridge are considered most at risk since several demonstrations or rallies have originated in these locations in the past. In addition, Critical Operating Facilities, such as regional ports and ferry landings, etc., are at risk of damage or destruction and may be rendered temporarily inoperative for some period of time. Depending upon the nature of the event, however, any assets owned by local government organizations/agencies may be considered vulnerable to damage or destruction as a result of civil unrest.

Previous Occurrences

City police departments in the San Francisco Bay Area region have dealt with civil unrest on many occasions. Recent examples include the October 2014 Major League Baseball San Francisco Giants World Series victory riots; November 2014 unrest in Oakland following the Ferguson verdict; and Black Lives Matter protestors blocking traffic on the San Francisco-Oakland Bay Bridge on Martin Luther King Jr. Day 2016. Today the combination of professional protestors, anarchists, demonstrations, and counter demonstrations at many public gatherings has created the potential for civil unrest.

Probability of Future Events

While it is not possible to make long term predictions of civil unrest events, it is highly probable that such events will occur in Bay Area jurisdictions from time to time. Because of the extreme unpredictability of civil unrest events, no specific estimates can be made concerning potential losses.

2.2.7 Public Health Emergency – Epidemic and Pandemic

An influenza pandemic is a worldwide outbreak that occurs when a new influenza virus appears or “emerges” in the human population that may cause serious illness or death and spreads easily from



person to person worldwide. Pandemics may be categorized from mild to severe depending upon the number of people who become ill or die from the disease.

Pandemics are different from seasonal outbreaks of influenza that are caused by subtypes of influenza viruses that already circulate among people. Pandemic outbreaks are caused by entirely new subtypes to which the population has no immunity because the subtype has either never circulated among people or has not circulated for a long time. Seasonal influenza occurs routinely worldwide each year, causing an average of 36,000 deaths annually in the U.S.

Location

Currently, the potential exists for an influenza pandemic to cause serious illness and death to a large number of people throughout the world. Contra Costa County and the City are of no exception.

Extent

Several characteristics of an influenza pandemic differentiate it from other public health emergencies. Foremost, it has the potential to cause illness in a very large number of people, overwhelming the health care system throughout the nation. A pandemic outbreak could also jeopardize essential community services by causing high levels of absenteeism in critical positions in every workforce. Basic services, such as health care, law enforcement, fire, emergency response, communications, transportation, and utilities could be disrupted during a pandemic. Finally, a pandemic, unlike many other emergency events, will last for months rather than days or weeks, disrupting supply chains for essential items such as food, water, and other essential provisions.

Previous Occurrences

Nearly 40 years have passed since the last influenza pandemic. During the last century, there have been three influenza pandemics. The influenza pandemic of 1918 was especially severe, killing a large number of young, otherwise healthy adults. That pandemic caused more than 500,000 deaths in the U.S. and an estimated 40 million deaths around the world. Subsequent pandemics in 1957-58 and 1968-69 caused far fewer fatalities in the U.S.: 70,000 and 34,000 deaths respectively but caused significant illness and death around the world.

Contra Costa County was part of a statewide Presidential Disaster Declaration on April 28, 2009 for a Swine Flu outbreak. Highlands Elementary School in the Pittsburgh Unified School District reported the first large outbreak in the Nation.

Probability of Future Events

The Centers for Disease Control and Prevention (CDC) estimates that a severe influenza pandemic could occur in any year and infect up to 200 million people in the U.S. and cause between 100,000 and 200,000 deaths.



2.2.8 Severe Weather Tornadoes, High Winds and Excessive Heat

Severe weather refers to any dangerous meteorological phenomena with the potential to cause damage, serious social disruption, or loss of human life. It includes thunderstorms, downbursts, tornadoes, waterspouts, snowstorms, ice storms, severe heat and dust storms. Severe weather can be categorized into two groups: those that form over wide geographic areas are classified as general severe weather; those with a more limited geographic area are classified as localized severe weather. Severe weather, technically, is not the same as extreme weather, which refers to unusual weather events which are at the extremes of the historical distribution for a given area. Several types of severe weather events typically impact Contra Costa County: thunderstorms with damaging winds, tornadoes, severe heat and flooding.

Location

The entire City is susceptible to tornadoes, high winds, and extreme heat.

Extent

The Fujita scale and the Enhanced Fujita Scale rate tornadoes by damage caused. High winds are measured on the Beaufort Scale. Excessive Heat is rated by the National Weather Service based on temperature and heat duration.

Previous Occurrences

There have been two recorded tornado/funnel cloud events within Contra Costa County since 1950. Both were F0-rated events that caused little damage.

Between 2000 and 2017, high winds occurred on 12 days in the San Francisco Bay Area East Bay Interior Valleys. No damage, injuries or deaths were reported. On one occasion, December 12, 1995, the Bay Area had substantial winds at 54 miles per hour (mph) with winds gust to 108 mph.

Between 2000 and 2017, excessive heat has occurred on 26 days in California resulting in 10 injuries or deaths.

Probability of Future Events

Based upon past occurrences, high and potentially damaging winds are likely to occur slightly less than one day a year.

The likelihood of a tornado in the City is small with a less than one in fifty probability in any year.

All of the City is susceptible to severe heat. The Bay Area has historically experienced four extreme heat days a year. Depending on low and high emission scenarios and the location within the region, in the future, the City may experience an average of anywhere from 20 to 80 extreme heat days in a year.



2.2.9 Wildland and Urban Fires

A wildfire is any uncontrolled fire occurring on undeveloped land that requires fire suppression. Wildfires can be ignited by lightning or by human activity such as smoking, campfires, equipment use, and arson. Fire hazards present a considerable risk to vegetation and wildlife habitats throughout Contra Costa County. While the primary fire threat in the Bay Area is from wildfire, urban conflagration or a large disastrous fire in an urban area is a major hazard that can occur due to many causes such as wildfires, earthquakes, gas leaks, chemical explosions, or arson.

Location

In Contra Costa County, 118,509 acres are located in wildland urban interface areas and approximately 37,721 acres are in a high, very high or extreme Fire Hazard Severity Zone. The City is not mentioned in the Contra Costa Hazard Mitigation Plan as being in the high, very high or extreme Fire Hazard Severity Zone.

Extent

The impacts of a fire are felt long after the fire is extinguished. In addition to the loss of property in fires, the loss in vegetation and changes in surface soils alters the environment. When all supporting vegetation is burned away, hillsides become destabilized and prone to erosion. The burnt surface soils are harder and absorb less water. When winter rains come, this leads to increased runoff, erosion, and landslides in hilly areas.

Previous Occurrences

While Contra Costa County has a rich fire history, none of its fires have caused sufficient damage to trigger a state or federal disaster declaration. According to the 2010 California State Hazard Mitigation Plan, Contra Costa County has received no state or federal disaster declarations since 1950.

Probability of Future Fire

Wildfire risk increases due to climate change because of higher temperatures and longer dry periods over longer fire seasons. Additionally, wildfire risk will also be influenced by potential changes in vegetation. The future fire risk model analyzes two primary variables: fuel availability and flammability of fuel. In California, the change in fire risk is a result of either a densely-forested ecosystem becoming drier or a dry climate experiencing large vegetation growth after a year of above average precipitation. In the first scenario, the suite of climate impacts (higher temperatures, less snowpack, earlier springs) result in previously wet dense fuel ecosystems becoming dry – increasing the fire risk. In the second ecosystem, dominated by grass and low-density shrubs, the risk is often unchanged or decreased because the availability of fuel is the governing variable for fire risk, which remains unchanged or decreases as a result of projected precipitation.



2.2.10 Terrorism

The definition of terrorism by the Federal Bureau of Investigation is “the unlawful use of force or violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives.”

The City is home to businesses and government agencies, transportation infrastructure, tourist attractions, historic sites, and cultural facilities that are vulnerable to terrorist attack. Terrorism is a continuing threat throughout the world and within the U.S. A variety of political, social, religious, cultural, and economic factors underlie terrorist activities. Terrorists typically target civilians with a goal of instilling fear to advance their agenda. The media interest generated by terrorist attacks makes this a high visibility threat. Although the City is not likely to be the target of extreme terrorism, the threat of an attack such as an active shooter will continually be evaluated by the Pittsburgh Police Department in collaboration with state and federal agencies to mitigate this threat to the extent possible.

Location

There is a wide range of motivations for terrorist attacks. They can be for or against almost any issue, religious belief, political position, or group of people of one national origin or another. Because of the tremendous variety of causes supported by terrorists and the wide variety of potential targets, there is no place that is truly safe from terrorism. Primary locations likely to be targets include airports, mass transit targets, government facilities, and high population density locations, although so-called “soft targets” such as schools, local entertainments facilities, etc., are also at risk.

The City is home to power plants, water utilities, refineries, rail stations, colleges, and chemical manufacturers, all of which could be a target for terrorism.

Extent

As outlined in the 2010 National Security Strategy, there is no greater danger to the Nation than a terrorist attack with a weapon of mass destruction. Terrorist acts may cause casualties, extensive property damage, fires, flooding, and other subsequent hazards. Incidents generating significant mass casualties make preparedness and the mechanisms for effective response essential. In addition to large-scale attacks, a full range of terrorism tactics must be considered, including simple bombings, chemical or biological incidents, explosions and cyber-attacks, bomb threats, and the use of radiological and nuclear materials. Use of explosive devices remains the weapon of choice for terrorist activity.

Previous Occurrences

Although the City has not had a terrorist attack, there have been many incidents within Contra Costa County.

Probability of Future Events

While terrorism is a serious concern, there is a low probability of a terrorist event in the City due to its low population density and distance from the larger cities of San Francisco and Oakland.



2.2.11 Pipeline Emergencies

Although pipelines are the safest and most reliable way to transport natural gas, crude oil, liquid petroleum products, and chemical products, there is still an inherent risk due to the nature of the hazardous materials being conveyed. Pipeline transported products present the possibility of hazardous releases that may ignite, damage the environment or pose a health threat to the community as an airborne plume or water contaminant.

Location

Pipelines owned and operated by Shell Oil, Chevron, Kinder Morgan, and Pacific Gas and Electric Company (PG&E) run beneath the City's streets. Pipelines are primarily underground which keep them away from public contact and accidental damage. Despite safety and efficiency improvements, increases in energy consumption and population growth near pipelines present the potential for a pipeline emergency incident.

Extent

Most fires, explosions, or pipeline spill incidents occurring at a refinery are isolated on the site. Pipelines running through the City are unlikely to burst or combust; jet fuel pipelines are filled with oxygen-free liquid, and without oxygen, combustion cannot occur. Pipelines are regulated by the Office of the State Fire Marshall Pipeline Safety Division. Pipelines are also monitored by a complex data web called System Control and Data Acquisition (SCADA) measuring the flow rate, temperature and pressure. The network transfers real-time data via satellite from the pipelines to a control center where the valves, pumps and motors are remotely operated. If any tampering with the pipeline occurs, an alarm sounds. The ensuing valve reaction is instantaneous, with the alarm system isolating any rupture and setting off a chain reaction that shuts down pipeline pumps and alerts pipeline operators within seconds.

Previous Occurrences

Although there have been no pipeline failure incidents that have affected communities in the City, several incidents have occurred in the region. Some of the more significant events include:

- Moraga, California – March 3, 2016, heavy rains resulted in runoff that created a sinkhole at the corner of Rheem Boulevard and Center Street near Moraga Road. The pavement collapsed swallowing a signal light and punctured a four-inch natural gas pipeline. Rapid reaction by PG&E to shut down the line prevented ignition. Over 2,000 Moraga residents were without gas for 24-36 hours.
- San Bruno, California – September 9, 2010, a 30-inch-diameter segment of an intrastate natural gas transmission pipeline known as Line 132, owned and operated by PG&E, ruptured in a residential area in San Bruno, California. The rupture produced a crater about 72 feet long by 26 feet wide. PG&E estimated that 47.6 million standard cubic feet of natural gas was released. The released natural gas ignited, resulting in a fire that destroyed 38 homes and damaged 70. Eight people were killed, many were injured, and many more were evacuated from the area.



- Walnut Creek, California – On November 10, 2004, a fireball blast, several stories high, roared out of the ground near downtown Walnut Creek, killing two construction workers, injuring six and leaving two workers missing, after two crews contracted by [Mountain Cascade Inc. of Livermore](#), accidentally cut an underground jet fuel line as they were installing a large water main for the East Bay Municipal Utility District.
- Bay Point, California – On October 17, 2018, a vault with a 12-inch Chevron natural gas pipeline caught fire after a grass fire caused a powerline to fall on the structure. The evacuation of 1,400 homes, nearly 4,000 people, was issued as a safety precaution in the event the pipeline exploded and as Chevron purged the pipeline. No loss of life or explosion occurred.

Probability of Future Events

While there are numerous flammable fluid pipelines that run underneath the City, incidents are rare, based upon past occurrence. There is a low probability of a severe pipeline emergency.

2.2.12 Climate Change

The U.S. Environmental Protection Agency (EPA) describes climate change as “any significant change in the measures of climate lasting for an extended period of time. In other words, climate change includes major changes in temperature, precipitation, or wind patterns, among other effects, that occur over several decades or longer.” Many people confuse climate change with global warming, the recent and ongoing rise in global average temperatures near Earth’s surface; however, global warming represents only one aspect of climate change. The Earth’s average temperature has risen by 1.4°F over the past century and is projected to rise another 2 to 11.5°F over the next hundred years. Rising global temperatures have been accompanied by changes in weather and climate. Many places have seen changes in rainfall, resulting in more floods, droughts, or intense rain, as well as more frequent and severe heat waves. The planet’s oceans and glaciers have also experienced changes - oceans are warming and becoming more acidic, ice caps are melting, and sea levels are rising.

Location

Climate change is occurring around the entire world, but the effects of climate change are enhanced in cities along the coast or a waterfront, like the City of Pittsburgh. As greenhouse gases trap more energy from the sun, the oceans are absorbing more heat, resulting in an increase in sea surface temperatures and rising sea level. Changes in ocean temperatures and currents brought about by climate change will lead to alterations in climate patterns around the world.

Extent

The EPA works with other organizations to observe, collect and communicate data about climate change. The indicators that are tracked correlate to long-term trends related to the causes and effects of climate change, although some indicators show trends that can be more directly linked to human-induced climate change than others. See the City’s 2017 Local Hazard Mitigation Plan for a detailed discussion on climate change.



Previous Occurrence

Climate change was first observed and documented in the late 1800s. It has been an increasingly constant hazard since that time, with more significant effects during the past three decades than any other time in recorded history.

Probability

Since climate change has been constantly occurring since the late 19th century, the probability of occurrence cannot be calculated using the described standard as with the previous hazards. Climate change will continue to occur and gradually increase in severity through the year 2100 and into the next century.



3. Concept of Operations

This section identifies how the City organizes to manage, coordinate, and respond to emergencies within the context of existing emergency management and response doctrine, as well as current City legal authority, organization, and operations.

3.1 Assumptions

The EOP is based upon a number of planning assumptions:

- City staff will take immediate actions to address threats to life-safety or property damage within the constraints of their abilities and resources.
- The EOC Director will mobilize required resources and task City staff to fulfill the response/recovery objectives.
- More than one EOC position may be filled by the same person. Some or all of the EOC team may perform their duties remotely.
- City owned and contracted resources will act as one entity to conduct emergency response and recovery operations.
- The EOC will work with private industry and government agencies in the incident impact area to support provide essential services during the response and recovery periods of an emergency.

3.2 Phases of Emergency Management

In California, emergency management activities are associated with the four phases indicated below. Not every disaster will necessarily include all the phases. All City Departments have responsibilities in one or more of the emergency management phases:

- Mitigation Phase
- Preparedness Phase
- Response Phase
- Recovery Phase



3.2.1 Mitigation

Mitigation is aimed preventing disasters or taking steps to reduce the impact of unavoidable disasters. Ideally, mitigation should occur before an emergency happens. The Disaster Mitigation Act of 2000 (DMA 2000) provided guidance for implementing mitigation activities including development of local hazard mitigation plans (LHMP). The City has an approved DMA 2000 LHMP that was adopted in 2017. Mitigation activities include:

- Hazard Identification and Mapping
- Design and Construction Applications
- Land Use Planning
- Financial Incentives
- Insurance
- Structural Controls

3.2.2 Preparedness

The preparedness phase involves activities undertaken in advance of an emergency or disaster to develop operational capabilities and effective responses to a disaster. Staff develop and maintain response and



recovery plans to guide disaster operations. Preparedness activities involve planning such as developing hazard analyses, training response personnel, and improving public readiness, all aimed toward developing increased capabilities to respond to a disaster. Preparedness activities include:

- Reviewing and updating emergency plans, SOPs/SOGs, and resource listings
- Delivering pre-incident and post-incident public awareness information and education programs regarding disaster preparedness
- Inspecting and assessing the readiness of critical facilities
- Training emergency response staff
- Maintaining the readiness of response resources
- Testing warning and communications systems
- Conducting exercises and drills to evaluate emergency response plans, procedures and processes

3.2.3 Response

Activities during this phase include saving and sustaining lives and protecting property and the environment by controlling the situation and minimizing the effects of the disaster. The City conducts immediate response operations by effective deployment of local government resources.

Response operations include:

- Information collection and situation analysis
- Resource allocation and control
- Dissemination of accurate, timely emergency information and warnings to the public
- Evacuation and rescue operations
- Medical care operations
- Care and shelter operations
- Access and perimeter control
- Public health operations
- Restoration of vital services and utilities

When local resources are overwhelmed, and additional support is required, requests for resources will be initiated through the Contra Costa Operational Area. For mutual aid within the California Master Mutual Aid Agreement, the Contra Costa County Fire Protection District and/or the Pittsburgh Police Department staff in the EOC will request mutual aid directly through the Contra Costa Operational Area EOC to the regional mutual aid coordinators. The Logistics Resource Unit will track mutual aid resources and the Finance Section will provide accounting data for them.

Depending on the severity of the emergency, the City EOC may be activated. The Contra Costa Operational Area may then activate the Operational Area EOC depending on the scope and severity of the situation. The Operational Area may also request a gubernatorial proclamation of a State of Emergency. Should a State of Emergency be proclaimed, state agencies will, to the extent possible, respond to requests for



assistance. Cal OES will then activate a Regional EOC (REOC) and the State Operations Center (SOC) in Sacramento to support state agencies and other entities in the affected areas and manage and coordinate the State's emergency response operations. The Cal OES Coastal REOC in Walnut Creek, 1340 Treat Blvd, Suite 270, Walnut Creek, CA 94597, will support the Contra Costa Operational Area.

If the Governor requests and receives a Presidential Declaration of an Emergency or a Major Disaster under Public Law 93-288, he will appoint a State Coordinating Officer (SCO). The SCO and an appointed Federal Coordinating Officer (FCO) will coordinate and manage state and federal recovery efforts in supporting local operations in accordance with the National Response Framework and other directives.

Sustained Emergency Response – In addition to continuing life safety and property protection, operations, life sustainment operations such as mass care, relocation, registration of displaced persons, and damage assessment operations will be initiated during sustained emergencies.

3.2.4 Recovery

Recovery operations involve restoring essential services, community rebuilding, and reconstitution of infrastructure. City recovery activities include developing an organization that can effectively access and implement federal and state recovery programs that provide financial and technical assistance after disasters. The National Disaster Recovery Framework (FEMA 2016) defines eight guiding principle to maximize the opportunity for achieving recovery success. They are:

1. Individual and Family Empowerment
2. Leadership and Local Primacy
3. Pre-Disaster Recovery Planning
4. Engaged Partnerships and Inclusiveness
5. Unity of Effort
6. Timeliness and Flexibility
7. Resilience and Sustainability
8. Psychological and Emotional Recovery

3.2.5 Prevention

Unlike other mission areas which are all-hazards by design, PPD-8 specifically focuses Prevention-related activities on an imminent terrorist threat. Prevention includes the intelligence, law enforcement, and homeland defense activities conducted in the event of an act of terrorism in the homeland to determine if follow-on attacks are planned and to thwart and/or apprehend the adversary. Prevention actions include:

- Anticipating and identifying emerging and/or imminent threats through the intelligence cycle.
- Sharing relevant, timely, and actionable information and analysis with Federal, state, local, private sector, and international partners and develop and disseminate appropriate classified/unclassified products



- Conducting operations to render safe and dispose of chemical, biological, radiological, nuclear and explosives (CBRNE) hazards in multiple locations and in all environments, consistent with established protocols
- Preventing terrorism financial/material support from reaching its target, consistent with established protocols
- Prevent terrorist acquisition of and the transfer of CBRNE materials, precursors, and related technology, consistent with established protocols.
- Conducting tactical counterterrorism operations in multiple locations and in all environments, consistent with established protocols.

3.3 National Incident Management System (NIMS)

The City conforms to the requirements of SEMS and NIMS and uses the concepts of incident command, common terminology, span of control, and resource management common to both systems. In managing small incidents, the City applies standard operating processes and procedures and may not activate an incident command structure.

The NIMS provides a comprehensive approach to emergency management for all hazards. NIMS integrates existing best practices into a consistent, nationwide approach to domestic emergency management applicable to all jurisdictional levels (public and private) and across functional disciplines. NIMS incorporates Incident Command System (ICS), a standardized on-scene emergency management concept designed to provide an integrated organizational structure for single or multiple emergencies, and to facilitate emergency response across jurisdictional boundaries.

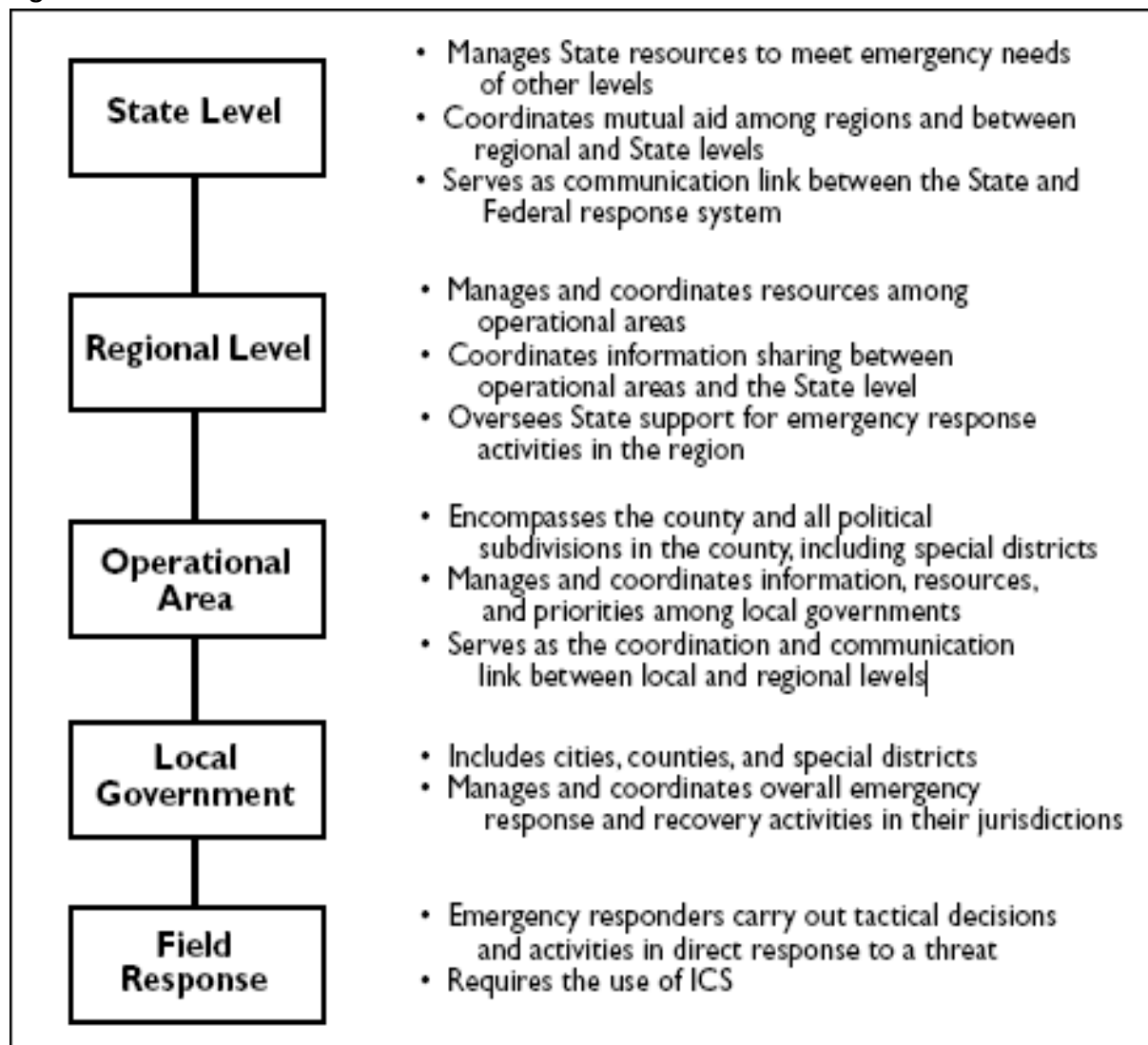
3.4 Standardized Emergency Management System (SEMS)

SEMS is required by the California Emergency Services Act (Government Code Section 8607(a)) for managing multi-agency and multi-jurisdictional 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. SEMS incorporates the use of ICS, California Disaster and Civil Defense Master Mutual Aid Agreement, the Operational Area concept, and multiagency or inter-agency coordination. State agencies are required to use SEMS, and local government entities must use SEMS to be eligible for any reimbursement of response-related costs under the state's disaster assistance programs.

Under SEMS, response activities are managed at the lowest possible organizational level. SEMS consists of five levels: Field, Local, Operational Area, Region, and State, as illustrated below **Figure 3-1**. The City of Pittsburgh utilizes SEMS during incidents that require a multi-agency response or when the incident involves multiple jurisdictions.



Figure 3-1: SEMS Levels



- **Field Response** – The Field Response level is where emergency response personnel and resources, under the command and control of responsible officials, carry out tactical decisions and activities in direct response to an incident or threat (emergency operations that take place in the field such as evacuations, fire suppression, damage assessments or temporary construction are considered to occur at the Field level). The Pittsburg Police Department conducts law enforcement within the City. The City contracts with the Contra Costa County Fire Protection District for fire, rescue, and emergency medical services. These two agencies are the primary emergency service responders.

The Pittsburg Police Department is located within City Hall at 65 Civic Avenue, Pittsburg, CA 94565.



The Contra Costa County Fire Protection District has the following stations located in the City:

Station 84

1903 Railroad Avenue
Pittsburg, CA 94565

Station 85

2331 Loveridge Road
Pittsburg, CA 94565

Additional departments that respond to assist the police and fire in emergency response include the Pittsburg Public Works Department, Development Services, and numerous utility companies, special districts and non-governmental organizations. SEMS regulations require the use of ICS at the field level of a multi-agency or multi-jurisdictional incident. Requests for any resources or support that cannot be filled at the field level will be requested through a Department Operations Center (DOC) or the City EOC.

Unified Command - Allows agencies with responsibility for an incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating agency authority, autonomy, responsibility, or accountability. The Pittsburg Police Department and/or Contra Costa County Fire Protection District will implement or represent City field operations in a Unified Command when the situation requires a Unified Command.

- **Local Government** – The Local Government level includes cities, counties, and special districts, and the administrative and coordinative operations of agencies thereof. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction. As a condition of state reimbursement of response-related costs, local governments are required to use SEMS when the local EOC is activated or a Local Emergency is proclaimed.

Implementation of SEMS by the City is a cooperative effort of all departments with an emergency response role. The City Manager Department's Environmental Affairs Manager and the Police Department Captain and Lieutenant lead the City to comply with SEMS requirements. They conduct the following activities:

- Communicates information within the City on SEMS requirements and guidelines
- Coordinates SEMS development among departments and agencies
- Identifies departments and agencies involved in field level response
- Identifies departments and agencies with DOCs
- Coordinates with other local governments, the Operational Area, and volunteer and private agencies on application of SEMS principles
- Ensures SEMS is incorporated into the City's EOP and procedures
- Ensures SEMS is incorporated into the City's emergency ordinances, agreements, memoranda of understanding, etc.



- Identifies local volunteer and private agencies that have an emergency response role. Contacts should be made to develop arrangements for coordination in emergencies

Multi/Inter-Agency Coordination (MAC) - is defined as the participation of agencies and disciplines working together in a coordinated effort to facilitate decisions for overall emergency response activities, including the sharing of critical resources and the prioritization of incidents. The City EOC functions as a MAC.

- **Operational Area** – An Operational Area is the intermediate level of the State's emergency management organization. The Operational Area level encompasses a county and is responsible for coordination among all political subdivisions located therein, to include incorporated cities and 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 operates an EOC and serves as the coordination and communication link between the Local government and Regional levels.

In Contra Costa County, the Administrator of Emergency Services is the County Administrator. The County Administrator as Administrator of Emergency Services is legislated by County Ordinance Code 82-55 § 5 and 72-83 as defined in County Ordinance Code 42-2.602. The Administrator of Emergency Services is responsible for implementing the Contra Costa Operational Area Emergency Operations Plan. The Administrator of Emergency Services is supported by the Contra Costa County Sheriff's Office of Emergency Services and has overall responsibility for the following:

- Developing response and recovery plans for the Operational Area and the unincorporated areas of the county
- Organizing and staffing the EOC, and operating as the EOC Director
- Operating communications and warning systems
- Providing information and guidance to the public and elected officials
- Maintaining information on the status of resources, services, and operations
- Directing overall operations
- Obtaining support for the Contra Costa Operational Area and providing support to other jurisdictions as needed
- Identifying and analyzing potential hazards and recommending appropriate counter-measures
- Collecting, evaluating and disseminating damage assessment and other essential information

Activation of the Operational Area during a State of Emergency or a Local Emergency is required by SEMS regulations under the following conditions:



- A local government within the Operational Area has activated its EOC and requested activation of the Operational Area EOC to support their emergency operations
 - Two or more cities within the Operational Area have proclaimed a local emergency
 - The county and one or more cities have proclaimed a local emergency
 - A city, city and county, or county has requested a Governor's proclamation of a State of Emergency, as defined in the Government Code Section 8558(b)
 - A State of Emergency has been proclaimed by the Governor for the county or two or more cities within the operational area
 - The Operational Area has requested resources from outside its boundaries. This does not include resources used in normal day-to-day operations that are obtained through existing mutual aid agreements
 - The Operational Area has received resource requests from outside its boundaries. This does not include resources used in normal day-to-day operations which are obtained through existing mutual aid agreements
- **Regional Level and Regional Emergency Operations Center (REOC)** – The Regional level is administered by the State and manages and coordinates information and resources among Operational Areas and within or between one or more mutual aid regions established by Cal OES. The Regional level coordinates overall State agency support for emergency response activities within the Region. California is divided into three Cal OES administrative regions – Inland, Coastal, and Southern; six fire and rescue mutual aid regions; and seven law enforcement mutual aid regions. The Regional level operates the REOC and serves as the coordination and communication link between the Operational Area and the State level.

There are 16 counties within the Coastal Administration Region, Region II, and 151 incorporated cities. The total population of all cities and counties in the Coastal Region is 8,090,270. Region II is located at:

Cal OES Coastal Region
2333 Courage Dr. Suite H
Fairfield, CA 94533

(925) 953-1402 Office
(925) 953-1418 Fax

- **State Level and State Operations Center (SOC)** – The State level of SEMS prioritizes tasks and coordinates State resources in response to the requests from the Regional level and coordinates mutual aid among the Regions. 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 (EMAC) and similar interstate compacts/agreements, and coordinates with FEMA. The Cal OES SOC is located at 3650 Schriever Avenue, Mather, California.

3.5 Incident Command System (ICS)

NIMS and SEMS require emergency response agencies to use ICS for multi-agency, multi-jurisdictional incidents. ICS is a standardized, on-scene, all-hazards incident management approach that:

- Allows for the integration of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure
- Enables a coordinated response among various jurisdictions and functional agencies, both public and private
- Establishes common processes for planning and managing resources

ICS is used by all levels of government—federal, state, tribal, and local—as well as by many nongovernmental organizations and the private sector. ICS is also applicable across disciplines. It is structured to facilitate activities in five major functional areas: Command/Management, Operations, Planning/Intelligence, Logistics, and Finance/Administration. All of the functional areas may or may not be used depending on the needs of the incident. The Pittsburgh Police Department and/or Contra Costa County Fire Protection District utilize ICS during day-to-day responses and multi-agency response incidents.

SEMS regulations require local governments to provide for the five ICS functions as the basis for structuring the organization:

- Command/Management - Responsible for overall emergency policy and coordination through the joint efforts of governmental agencies and private organizations
- Operations - Responsible for coordinating all operations in support of the emergency response through implementation of the Incident or EOC Action Plan
- Planning/Intelligence - Responsible for collecting, evaluating, and disseminating information to promote situational awareness, developing the Action Plan and After-Action Report (AAR) and maintaining documentation
- Logistics - Responsible for providing facilities, services, personnel, equipment, and materials in support of the incident
- Finance/Administration - Responsible for financial activities and other administrative aspects

3.6 California Master Mutual Aid Agreement

California's emergency resource management system is based on a statewide mutual aid organization designed to ensure that 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*, which is entered into by local governments and the State.

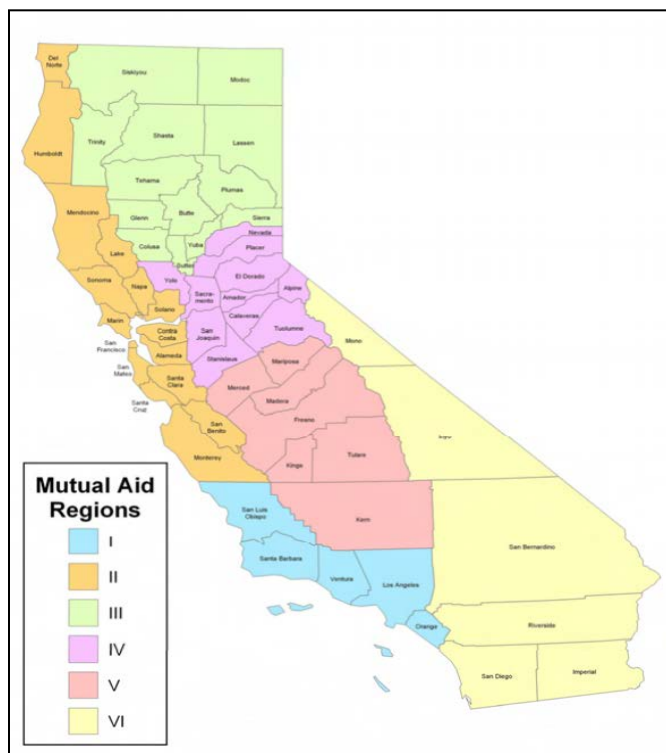


The agreement facilitates implementation of Chapter 7 of Division 1 of Title 2 of the Government Code entitled "California Emergency Services Act" and includes participation by the various departments and agencies within the political subdivisions, municipal corporations, and public agencies within the State 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 monies 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. The Master Mutual Aid Agreement promotes the establishment of emergency assistance agreements between public and private sector agencies at all levels.

The statewide mutual aid system, operating within the framework of the Master Mutual Aid Agreement, allows for the progressive mobilization of resources to and from emergency response agencies, local governments, operational areas, regions, and the State with the intent to provide requesting agencies with adequate resources. The system includes several discipline-specific mutual aid systems, such as fire and rescue, law, medical, and public works. The adoption of SEMS and NIMS does not alter these existing systems but enhances the facilitation of mutual aid through the local government, operational area, regional, and State levels.

Figure 3-2: California Mutual Aid Regions





3.6.1 Mutual Aid Coordinators

To facilitate mutual aid, discipline-specific mutual aid systems work through designated mutual aid coordinators at the Operational Area, regional and state levels. The role of a mutual aid coordinator is to receive mutual aid requests, coordinate the provision of resources from within the coordinator's geographic area of responsibility and pass on unfilled requests to the next level. Law Enforcement, Fire and Rescue Services, Coroners and the Medical Health Operational Coordinators work within existing state mutual aid systems for requests and assignments of mutual aid.

Mutual aid requests that do not fall into one of the discipline-specific mutual aid systems are handled through the emergency services mutual aid system by emergency management staff at the local government, Operational Area, regional, and state levels. When EOCs are activated, all discipline-specific mutual aid systems will establish coordination and communications within the respective local, Operational Area, regional, or state EOCs. Mutual aid system representatives at an EOC may be in various functional elements (sections, branches, groups, or units) or serve as an agency representative, depending on how the EOC is organized and the extent to which it is activated.

3.6.2 Pittsburgh Mutual Aid

The City is a signatory to the California Disaster and Civil Defense Master Mutual Aid Agreement, which gives authority to the various fire and law enforcement mutual aid plans and agreements for assistance and resources during emergencies and disasters. The Contra Costa County Fire Protection District is part of the California Fire and Rescue Mutual Aid System and operates under the California Fire Service and Rescue Emergency Mutual Aid Plan.

The Pittsburgh Police Department is part of the California Law Enforcement Mutual Aid System, established in 1961, and operates in accordance with the California Law Enforcement Mutual Aid Plan. The basic concept provides that during an incident where mutual aid is needed, adjacent or neighboring law enforcement agencies within an operational area will assist each other. All Pittsburgh Police requests for additional resources will be initiated by the Incident Commander who will request assistance through EOC Law Enforcement Branch to the Contra Costa Sheriff's Department, whose representative may be located at the Operational Area EOC, if activated.

The City is a member of the California Water/Wastewater Agency Response Network (CalWARN). The mission of the CalWARN is to support and promote statewide emergency preparedness, disaster response, and mutual assistance processes for public and private water, and wastewater utilities. CalWARN expands member abilities to achieve agency, regional and state preparedness by providing tools and proven practices to enhance readiness.

3.7 Emergency Management Assistance Compact (EMAC)

California is a signatory to the interstate EMAC; an organization ratified by the U.S. Congress that provides form, structure, and procedures for rendering emergency assistance between states. Once the Governor



has declared a State of Emergency, Cal OES will assess the resource needs for the incident. California can then request resources through the EMAC network for assistance provided by other states. The use of EMAC resolves two of the key issues regarding mutual aid - liability, and reimbursement - so that a disaster impacted state can request and receive assistance from other member states quickly and efficiently.

3.8 Pittsburgh Emergency Organization

The City organizes and implements emergency operations at the field and local government levels of the SEMS. The City's EOC and DOCs function to coordinate field level activities. City staff may serve as liaisons to the Operational Area level when requested.

3.8.1 Field Level Incident Command System

The concepts, principles and organizational structure of the ICS are used to manage all field operations. The size, complexity, hazard environment, and objectives of the situation will determine the ICS structure and the level of support that will be required by field activities. All incidents will be managed by developing operational objectives to be achieved that are clearly communicated to field and EOC staff through use of the action planning process.

Typically, an Incident Commander will communicate with the EOC Director as to the situation and resource status through Operations Section. Members of the Incident Commander Command and General Staff will communicate with their counterparts in the EOC.

When multiple agencies respond to the incident, the Incident Commander will establish a Unified Command or Multi-Agency Coordination System (MACS) and any other supporting organizations will provide a representative who will report to the Liaison Officer. Other agencies including those from county, state and federal levels may participate in the Unified Command/MACS by assisting in identifying objectives, setting priorities, and allocating critical resources to the incident.

3.8.2 Field/EOC Communications and Coordination

The Communications Unit Leader in the Logistics Section, working with the Operations Section and City Police and County Fire Departments, will develop a Communications Plan outlining all emergency communications capabilities including radio channels and protocols to be used during an incident. The Incident Action Plan (IAP) developed for a specific incident will include the Emergency Communications Plan (ICS 205). Typically, field to EOC communications will occur at the Command and General Staff levels or, if they are established, field units will communicate with the DOC which will, in turn, relay the information to the appropriate section/function in the EOC. It is the responsibility of Incident Commander(s) to communicate critical information to the EOC Director in a timely manner. **Appendix C** addresses EOC communications systems and processes in detail.

The Operational Area EOC will communicate situation and resource status information to the State Operating Center (SOC) via CalEOC, a WebEOC based emergency management response system.



3.8.3 Field/EOC Direction and Control Interface

The EOC Director will establish jurisdictional objectives and priorities and communicate those to all organizations through the EOC Action Plan. The EOC Action Plan does not direct or control field units but coordinates support for their activities. Incident Commander(s) will ensure incident objectives and priorities are consistent with those policies and guidelines established at the City level by the EOC Director.

3.8.4 Field/EOC Coordination with Department Operations Centers (DOCs)

If a department within the City establishes a DOC to coordinate and support their field activities, the DOC Manager will provide the location, time of establishment and staffing information to the City EOC. All communications with the field units of that department will be directed to the DOC who will then relay situation and resource information to the City EOC. DOCs act as an intermediate communications and coordination link between field units and the City EOC. The Public Works Department and Police Department will typically operate DOCs.

3.9 EOC Action Plans

EOC action plans provide designated personnel with knowledge of the incident objectives and the steps required for achievement. Action plans not only provide direction, but they also serve to provide a basis for measuring achievement of objectives and overall system performance. Action planning is an important management tool that involves:

- A process for identifying priorities and objectives for emergency response or recovery efforts
- Documentation of the priorities and objectives, as well as the tasks and personnel assignments associated with meeting them

Appendix E provides detailed information on and direction for developing Action Plans.

3.10 Emergency Proclamations

A Local Emergency may be proclaimed by the City Council or by the City Manager, serving as the Director of Emergency Services as specified by Pittsburgh Municipal Code Chapter 2.44.060. A Local Emergency proclaimed by the City Council must be ratified within seven days. The governing body must review the need to continue the proclamation at least every fourteen days until the Local Emergency is terminated. The Local Emergency may be terminated by resolution as soon as conditions warrant or terminates by expiration after fourteen days.

Proclamations are normally made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the city caused by natural or technological situations. The proclamation of a Local Emergency provides the governing body with the legal authority to:

- If necessary, request that the Governor proclaim a State of Emergency



- Promulgate or suspend orders and regulations as 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 orders
- Conduct emergency operations without incurring legal liability for performance or failure of performance (see Article 17 of the Emergency Services Act for privileges/immunities)

When the City proclaims a Local Emergency, they will notify the Contra Costa Operational Area EOC. The Local Emergency Proclamation will be faxed to the Contra Costa Operational Area EOC at (925) 646-1120. Requests for Fire and Law Enforcement mutual aid will be made through existing Regional Mutual Aid Coordinators that may be present at the Operational Area EOC. Other requests for mutual aid will be made through the Operational Area EOC General Staff specific function Section Chief.

3.10.1 State of Emergency

A State of Emergency may be proclaimed by the Governor when:

- Conditions of disaster or extreme peril exist which threaten the safety of persons and property within the state caused by natural or technological incidents
- The Governor is requested to do so by local authorities
- The Governor finds that local authority is inadequate to cope with the emergency
- Mutual aid shall be rendered in accordance with approved emergency plans when the need arises in any city, city and county, or county for outside assistance

When a State of Emergency has been proclaimed:

- The Governor shall, to the extent deemed necessary, have the right to exercise all police power vested in the state by the Constitution and the laws of the State of California within the designated area
- Jurisdictions may command the aid of citizens as deemed necessary to cope with an emergency
- The Governor may suspend the provisions of orders, rules or regulations of any state agency and any regulatory statute or statute prescribing the procedure for conducting state business
- The Governor may commandeer or make use of any private property or personnel (other than the media) in carrying out the responsibilities of their office
- The Governor may promulgate, issue, and enforce orders and regulations deemed necessary



3.10.2 State of War Emergency

Whenever the Governor proclaims a State of War Emergency, or if a State of War Emergency exists, all provisions associated with a State of Emergency apply, additionally:

- All State agencies and political subdivisions are required to comply with the lawful orders and regulations of the Governor which are made or given within the limits of his authority as provided for in the Emergency Services Act

3.11 Alerting and Warning

Alert and warning is the process of alerting governmental forces and the public to the threat of imminent extraordinary danger. Dependent upon the nature of the threat and the population group at risk, warning can originate at any level of government. Success in saving lives and property is dependent upon timely dissemination of warning and emergency information to persons in threatened areas. Local government is responsible for warning the population within their jurisdiction. Government officials accomplish this using various warning systems and processes such as the police dispatch center or the Operational Area communications center.

3.11.1 Integrated Public Alert and Warning System

The Integrated Public Alert and Warning System (IPAWS) is an architecture that unifies the U.S.'s Emergency Alert System (EAS), National Warning System, Wireless Emergency Alerts, and National Oceanic and Atmospheric Administration (NOAA) Weather Radio, under a single platform. IPAWS is designed to modernize these systems by enabling alerts to be aggregated over a network and distributed to the appropriate system for public dissemination.

3.11.2 Emergency Alert System (EAS)

The EAS is designed for the broadcast media to disseminate emergency public information. This system enables the President, and federal, state, and local governments to communicate with the general public through commercial broadcast stations. EAS is operated by the broadcast industry on a voluntary basis per established and approved EAS plans, SOPs, and the rules and regulations of the Federal Communications Commission (FCC). EAS can be accessed at federal, state, and local levels to transmit essential information to the public. Message priorities under Part 73.922(a) of the FCC's rules are as follows:

- Priority One - Presidential Messages (carried live)
- Priority Two - EAS Operational (Local) Area Programming
- Priority Three - State Programming
- Priority Four - National Programming and News

State programming originates from the California State Warning Center (CSWC) and is transmitted throughout the State using the State's California Law Enforcement Radio System (CLERS) VHF/UHF radio relay stations. CLERS is a microwave interconnected radio repeater system with statewide coverage. It is



managed by Cal OES and provides a point-to-point (fixed and temporary mobile base) or dispatch-to-dispatch communications and mobile and portable communications for interagency coordination among State and local law enforcement agencies. CLERS also serves as one delivery method of the EAS for the State and as the alternate alert system for Operational Areas.

The State message priorities are as follows:

- Priority One - Immediate and positive action without delay is required to save lives
- Priority Two - Actions required for the protection of property and instructions to the public requiring expedient dissemination
- Priority Three - Information to the public and all others

Emergency information is broadcast directly through the transmitters to all broadcasters in the City simultaneously and to special districts and businesses with more than 100 employees, who by law must monitor this frequency. Emergencies that may warrant an alert include an avalanche, child abduction emergency, civil danger or emergencies, evacuations, law enforcement or fire warning, radiological or hazardous materials warnings, flash flooding, and severe weather warnings.

The City is included in the FCC Emergency Alert System Plan for the San Francisco Bay Area California Counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma (revised September 2004). Local EAS voice and video broadcasts are accomplished at the Contra Costa Operational Area EOC.

The monitor assignments are as follows:

Station/Facility Monitors

AM 1670 City of Pittsburgh Emergency Radio Station

LP1 KCBS 740 KQED 88.5, KSJO-FM 92.3, NWS 162.400mhz, CLERS 453.875mhz and Sacramento-Sierra Local Area; 1 of the following: KFBK 1530, KSTE 650, KGBY(FM) 92.5, KEDR(FM) 88.1, KSTN(FM) 107.3, or KSTN 1420.

LP1S KSOL 98.9 KQED 88.5, KSJO-FM 92.3, NWS 162.400mhz, CLERS 453.875mhz and Sacramento-Sierra Local Area; 1 of the following: KFBK 1530, KSTE 650, KGBY (FM) 92.5, KEDR(FM) 88.1, KSTN(FM) 107.3, or KSTN 1420. (KSOL has agreed to translate all EAS messages into Spanish.)

LP2 KQED 88.5 KCBS 740, KSJO(FM) 92.3, NWS 162.400mhz, CLERS 154.710mhz and



Sacramento-Sierra Local Area; 1 of the following: KFBK 1530, KSTE 650, KGBY (FM) 92.5, KEDR(FM) 88.1, KSTN(FM) 107.3, or KSTN 1420.

LP2 KSJO (FM) 92.3 KCBS 740, KQED 88.5, NWS 162.400mhz CLERS 154.710mhz and (recommended) the Monterey Bay Counties LP1, LP2. LP2

KZST(FM) 100.1 KCBS, KQED, NWS, CLERS Sonoma County

All other LP and KCBS 740, KQED 88.5 (required) Cable TV firms NWS 162.400mhz, CLERS 154.710mhz (recommended)

3.11.3 Wireless Emergency Alert (WEA)

WEA is a public safety system that allows customers who own certain wireless phones and other enabled mobile devices to receive geographically-targeted, text-like messages alerting them of imminent threats to safety in their area. WEA enables government officials to target emergency alerts to specific geographic areas – lower Manhattan, for example.

WEA was established in 2008 pursuant to the Warning, Alert and Response Network (WARN) Act and became operational in 2012. Wireless companies volunteer to participate in WEA, which is the result of a unique public/private partnership between the FCC, FEMA and the wireless industry to enhance public safety. Authorized national, state or local government authorities may send alerts regarding public safety emergencies, such as evacuation orders or shelter-in-place orders due to severe weather, a terrorist threat or chemical spill, using WEA.

The alerts from authenticated public safety officials are sent through FEMA's IPAWS to participating wireless carriers, which then push the alerts to mobile devices in the affected area. Cell service customers do not need to sign up for this service. WEA allows government officials to send emergency alerts to all subscribers with WEA-capable devices if their wireless carrier participates in the program.

3.11.4 California State Warning Center (CSWC)

The CSWC is staffed 24 hours a day, seven days a week. The mission of the CSWC is to be the central information hub for statewide emergency communications and notifications. The CSWC is staffed with Emergency Notification Controllers, Emergency Services Coordinators and Senior Communications Coordinators. The CSWC serves as a highly reliable and accurate “one-stop” resource for emergency management, law enforcement and key decision-making personnel throughout the State. The CSWC can be reached at (916) 845-8911.

The CSWC has the responsibility to receive, coordinate, verify and disseminate information pertaining to events which occur within California or that could affect California. Information received by the CSWC is



coordinated between Cal OES and other sources to ensure that the information which is disseminated is both timely and accurate.

The following is a list of current functions and responsibilities of the CSWC:

- Facilitates multi-regional and statewide AMBER Alerts
- Carries out critical incident notifications, warnings, and tactical alerts to all involved agencies and organizations
- Conducts computer crime incident notifications
- Conducts homeland security incident notifications
- Conducts hazardous material notifications
- Monitors natural disasters and coordinates emergency response
- Monitors and maintains state and national emergency response communications
- Conducts Governor and executive staff notifications
- Facilitates toxic call-outs (drug labs)

Procedures have been established for the handling of such incidents as:

- Hazardous Materials Spill Reports
- Earthquakes
- Tsunamis
- Floods
- Major fires
- Missing or overdue aircraft
- Search and rescues
- Radiation incidents
- Nuclear Incidents
- Weather watches and warnings
- Train derailments

3.11.5 National Warning System (NAWAS)

NAWAS is a dedicated wire-line system that provides two-way voice communications between the federal warning center, state warning points and local warning points. If the situation ever presents itself, NAWAS is a nationwide system developed to send warnings of impending attack throughout the nation. The system may be activated from two federal facilities that are staffed 24 hours a day: The National Warning Center (North American Air Defense Command, Colorado Springs, Colorado) and the Alternate National Warning Center (Olney, Maryland).

The California Warning System (CALWAS) is the State portion of NAWAS that extends to communications and dispatch centers throughout the State. Both state and federal circuits are monitored 24 hours a day



at the National Warning Center, the alternate point, and each of the local warning points. Circuits then extend to county warning points. Counties not on this system will receive warning through other means (normally over the California Law Enforcement Telecommunications System (CLETS)).

Backup communications systems for CALWAS alerts include:

- CESFRS - California Emergency Services Fire Radio System
- CESRS - California Emergency Services Radio System
- CLEMARS - California Law Enforcement Mutual Aid Radio System
- CLERS - California Law Enforcement Radio System
- CLETS - California Law Enforcement Telecommunications System

NAWAS is an integral part of the tsunami alerting system. Reports of major earthquakes occurring at any point in the Pacific Basin, which may generate seismic sea waves, are transmitted to the Honolulu Observatory for evaluation. The Observatory staff determines action to be taken and relays it over the NAWAS circuits to inform the West Coast states. The state NAWAS circuit is used to relay the information to local Warning Points in coastal counties. This information is also transmitted to local jurisdictions over appropriate radio systems, teletype and telephone circuits to ensure maximum dissemination.

3.11.6 National Weather Service (NWS)

The CSWC works alongside the National Weather Service (NWS) to provide weather, hydrologic, and climate forecasts and warnings for California for the protection of life and property and the enhancement of the national economy. Warnings are provided for flooding, high winds and tornados, severe heat, rain and snow storms and other meteorological and hydrological events. The NWS uses the Common Alert Protocol (CAP), an XML-based information standard, to facilitate emergency information sharing and data exchange across local, state, tribal, national and non-governmental organizations of different professions that provide emergency response and management services. The NWS provides a subscriber-based registry that delivers warnings via email and SMS message.

The NWS, in conjunction with other agencies, operates the California, Nevada River Forecast Center (CNRFC). The CNRFC provides river and flood forecasts and warnings for the protection of lives and property.

The NWS Weather Radio All Hazards transmitters broadcast on one of seven VHF frequencies from 162.400 MHz to 162.550 MHz frequencies. The Weather Service can also access NAWAS to announce severe weather information. Advisories and emergency warnings for the City are issued out of the San Francisco/Monterey Bay Area Weather Forecast Office located at 21 Grace Hopper Avenue, Stop 5, Monterey, CA 93943-5505; Phone (831) 656-1725.



3.11.7 California Public Safety Microwave Network (CAPSNET)

For more than 50 years, the State's radio systems have relied on the state-owned and operated California Public Safety Microwave Network (CAPSNET) to provide critical communications links allowing law enforcement, fire and critical infrastructure support personnel to remain in constant contact with their dispatch centers, backups and chains of command during routine operations and during times of crisis and disaster. In the event of a major disaster, it is likely to be the only state communications network still operating as it is the only way to get emergency radio traffic from many remote mountaintop transmitter sites to distant dispatch centers. It is a vital backup link throughout the State for all critical emergency messages due to potential overloading and failure of commercially provided carrier networks.

3.11.8 Operational Area Satellite Information System (OASIS)

OASIS is a system that consists of a communications satellite, multiple remote sites, and a hub that allows virtually uninterrupted communication between state, regional, and operational area level EOCs. The system, which uses technology similar to cellular telephones, has 60 channels. When a user picks up the line, the system automatically searches for the best available channel and is capable of conducting six simultaneous voice conversations and one data channel at a rate of 9600 baud.

3.11.9 Emergency Digital Information System (EDIS)

The EDIS is a statewide alerting system that allows authorized emergency managers to transmit detailed information to news media outlets to include streamed audio and pictures. The system integrates seamlessly into various communication systems throughout the State. EDIS is maintained by Cal OES and provides this service without charge to local, state and federal agencies serving in California.

3.11.10 Pittsburg Community Alert Systems

The City is part of the Contra Costa County Community Warning System (CWS). The CWS is an emergency warning system that consists of alert, notification, and education. The alert and notification features are linked by a radio frequency network and are designed to function when telephone systems fail. Signals carried by radio frequency activate every part of the emergency system.

In conjunction with the siren system, is the reverse 9-1-1 Telephone Emergency Notification System (TENS). TENS has 10 designated zones which are predetermined by Contra Costa Health Services as areas most likely to be affected if a release occurs at one of the hazardous materials facilities based on location and typical weather patterns. TENS is the phone portion of the CWS – which includes voice calls to landlines in the predetermined hazard area and voice calls, text messages and emails to devices that have been pre-registered with the CWS.

3.11.10 Everbridge

The City of Pittsburgh and the Pittsburgh Police Department have an Everbridge account used to make notifications via text message, email or voice to citizens that have registered for the system. Resident may use Everbridge to receive critical information quickly from the City and Police Department in a variety of



situations, such as traffic issues and unexpected road closures, missing persons and evacuations of buildings or neighborhoods, severe weather issues, etc. or what to do during an emergency event in our community. To sign up, residents can access the Everbridge portal on the City's website at www.ci.pittsburg.ca.us/AlertPittsburg. Once registered, smartphone users can download the Everbridge app to monitor messages and events.

3.11.11 Pittsburg Cable TV and Radio

Emergency alerts are provided on Delta TV, which is available on Comcast Channel 24 as well as on AT&T U-verse Channel 99 in East Contra Costa County. The City operates a local radio station which broadcasts on City of Pittsburg Radio 1670 (AM) with information about safety, incidents and emergency information related to issues within the City or effecting the City. Emergency alerts are also provided on Radio Station 790, KABC AM.

3.11.12 Radio Amateur Civil Emergency Services (RACES)

Contra Costa County has a volunteer RACES group. RACES is sponsored by FEMA and operates according to Federal Communications Commission (FCC) rules (Part 97 Amateur Radio Service). It is a volunteer organization of licensed amateur radio operators who donate time, energy, skills, and use of personal equipment for public service.

In Contra Costa County, RACES is part of the Contra Costa County Sheriff's Office of Emergency Services communications unit. All RACES members must pass the standard Sheriff's Office background check and are sworn Disaster Service Workers (DSW). RACES members may provide communications support using amateur radio, cellular, and regular phones, computers, e-mail, facsimile, internet, microwave, public service radio, satellite, television and video-conferencing systems, as well as field and in-office support of personnel. RACES communications serve the Operational Areas as a back-up communications service in time of disaster.

RACES may also be assigned to support cities and special districts by agreement with the Sheriff's Office. Members that are assigned to duty stations with cities and special districts must comply with the local agency's policies and procedures while supporting their needs. These local agencies will coordinate activation of RACES members with the Sheriff's Office. RACES may also be requested as a part of the mutual aid system during a disaster, if a local agency's resources are overwhelmed or they have lost primary communications capabilities. Mutual aid requests will be forwarded to the Operational Area Logistics Section by the local agency.

3.12 Populations with Disabilities and Other Access and Functional Needs

Access to emergency services shall not be denied on the grounds of race, color, national origin, sex, age, or handicap. To ensure that this goal is met, Title II of the Americans with Disabilities Act of 1990 (ADA) requires state and local governments to make their programs and services accessible to persons with disabilities. This requirement extends not only to physical access at government facilities, programs, and



events but also to policy changes that governmental entities must make to ensure that all people with disabilities can take part in, and benefit from, the programs and services of state and local governments. In addition, governmental entities must ensure effective communication, including the provision of necessary auxiliary aids and services, so that individuals with disabilities can participate in civic life.

ADA, signed into law on July 26, 1990, is a broad civil rights law that prohibits discrimination against people with disabilities, including but are not limited to mobility, vision, hearing, cognitive disorders, mental illnesses, and language barriers. In 2008, the Federal government updated the ADA, which is known as the ADA Amendments Act (ADAAA). The revised law broadens the scope of the definition of what it means to have a disability. These changes went into effect January 1, 2009. These amendments make it easier for people with disabilities and others with access and functional needs to seek protection under the law.

The City will make every effort to address the needs of people with disabilities and other with access and functional needs (AFN). Priorities for emergency incidents will be providing effective alerting and warning messaging, conducting lifesaving operations, ordering and executing evacuations and providing shelter while addressing the issues related to communications, mobility, and accessibility. Included in the City's planning efforts for those with disabilities and others with access and functional needs are:

- Staff trained in Functional Assessment Service Teams (FAST) and access to FAST through the State of California
- ADA-compliant access to City programs, services, and facilities and American Red Cross (ARC) shelter facilities. The City either owns or has agreements in place with facility owners to operate shelters that meet ADA guidelines:
- Assistance with animal services for evacuation of service animals and sheltering
- Identified transportation assistance for those requiring physical assistance
- Reverse telephone system for specific geographic areas
- Notification and warning procedures
- Evacuation considerations
- Emergency transportation issues
- Sheltering requirements
- Accessibility to medications, refrigeration and back-up power

3.12.1 Functional Needs Populations

Functional needs populations are those members of the community who 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; who live in institutionalized settings; who are older adults; who are children; who are from diverse cultures; who have limited English proficiency or are non-English speaking; or who are transportation disadvantaged.



According to a 2010 study, there are almost 11 million people who identify as having a disability in California. Lessons learned in recent disasters concerning the integration of people with disabilities into community living and the growing aging population have shown that the existing paradigm of emergency planning and implementation must change. These lessons learned show three areas that are repeatedly identified as most important to people with disabilities and older adults: communications (alert, warning, and notification), evacuation (transportation), and sheltering.

The City has created a GIS database, based on land use records and self-registration, of locations of ADA/AFN populations. This database is maintained by the Community Development Department in coordination with the Care and Shelter ADA/AFN / Animals Branch.

3.12.2 Cal OES Office of Access and Functional Needs (OAFN)

In January 2008, the Office for Access and Functional Needs (OAFN) was created within Cal OES. The purpose of OAFN is to identify the needs of individuals with disabilities and others with access and functional needs before, during and after disasters and to integrate them into the State's emergency management systems. OAFN utilizes a whole community approach by offering training and guidance to emergency managers and planners, disability advocates and other service providers responsible for planning for, responding to and helping communities recover from disasters. In short, OAFN plans for the realities of disasters by integrating access and functional needs into everything Cal OES does, including partnership development, outreach, training, guidance, and providing technical assistance.

3.13 Animal Considerations

The PETS Act (Pets Evacuation and Transportation Standards Act of 2006) directs that state and local emergency preparedness plans address the needs of people with pets and service animals after a major disaster, including the rescue, care, and sheltering of animals. The PETS Act amends the Stafford Act, and requires evacuation plans consider the needs of individuals with household pets and service animals, prior to, during, and after a major disaster or emergency.

The Pittsburgh Police Department, in conjunction with the Contra Costa County Animal Services Department, (925) 335-8300, will lead the effort to comply with the PETS Act. In conjunction with the Police Department, Contra Costa Animal Services will provide for the coordination of evacuation and sheltering of household and service animals in the event of a disaster. There are no animal shelters in the City. The City has a Memorandum of Understanding with the Pittsburgh Unified School District to utilize select schools to provide shelter for residents with pets and service animals. The closest shelters that provide rescue services in the event of animal evacuations are:



Shelters	Address and contact information
Contra Costa Animal Services	4800 Imhoff Place, Martinez, CA Phone: (925) 335-8300
Pinole Animal Shelter	910 San Pablo Avenue, Pinole, CA Phone: (510) 374-3966
Homeless Animals' Lifeline Organization (HALO)	Antioch, CA Phone: (925) 473-4642
Tony La Russa's Animal Rescue Foundation	2800 Mitchell Drive, Walnut Creek CA 94598 Phone: (925) 256-1273
Golden State Greyhound Adoption	PMB 182, 2977 Ygnacio Valley Road, Walnut Creek, CA 94598 Phone: 925-946-0426
City of Antioch Animal Services Department	300 "L" Street, Antioch, CA Phone: (925) 779-6989
California Veterinary Medical Association (CVMA) (Mutual Aid Request)	1400 River Park Drive, Suite 100, Sacramento, CA 95815 Phone: (916) 649-0599
UC Davis School of Veterinary Medicine	1 Garrod Drive, Davis, CA 95616 Phone: (530) 304-1212

The City may request assistance from the Contra Costa County Animal Response Team (CART). CART is a non-profit organization with a mission to shelter animals during a declared disaster. They have 40 volunteer members serving as disaster service volunteers. The organization is based out of the Contra Costa Animal Services Department. There is also the San Francisco Disaster Preparedness Coalition for Animals which has Disaster Animal Response Team (DART) volunteers that could assist the City with animal care in an emergency or disaster.



4. Emergency Operations

This section provides details on operating procedures and essential elements of incident management to meet the particulars of the City's emergency organization and operations, while aligning with Concept of Emergency Operations described in **Section 3**.

The City's emergency organizational structure includes field response by the Police Department, Public Works staff and other staff who may respond directly to an incident. Contra Costa Fire Protection District provides field level response for firefighting and emergency medical services. The City also supports the local government level in the SEMS by activating and staffing an EOC and DOCs.

4.1 Emergency Organization

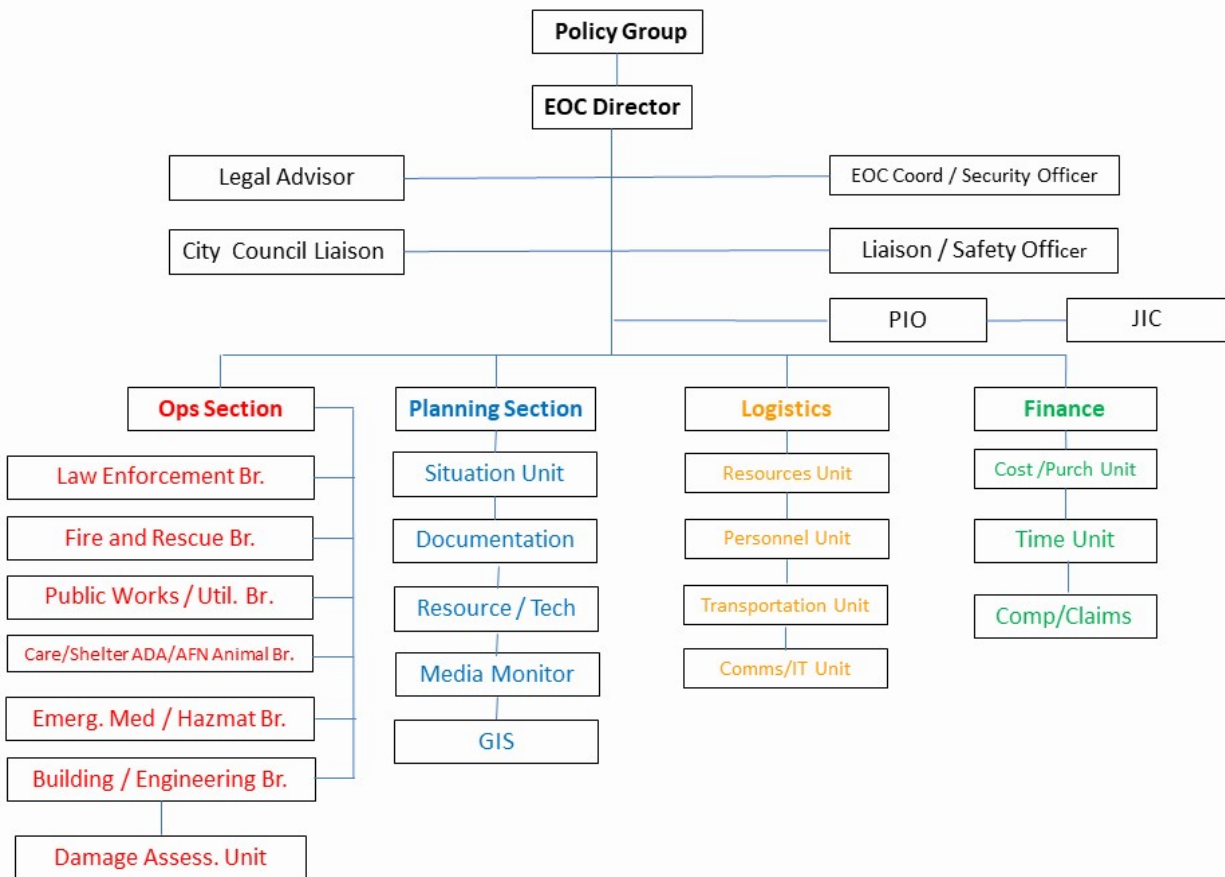
The City EOC is the focal point for managing incidents that cannot be dealt with by activity solely at the field level. The EOC then functions to support Incident Commander(s) at the field level by providing information collection, analysis and dissemination, resource prioritization and allocation, and organizing logistics support. The EOC may be supported by DOCs that manage their own response resources such as the Department of Public Works. Other departments that may activate a DOC are:

- Public Works Department
- Police Department

Figure 4-1 depicts the City's emergency response organization



Figure 4-1: City Emergency Response Organization



4.2 EOC

The City EOC is organized to manage, coordinate, and support emergencies using SEMS. ICS, which is incorporated into SEMS, provides for management of emergencies in the field based on a command and control approach. The City uses ICS for EOC operations based on a management approach.

Priorities for EOC activities are:

- **Life/Safety**
- **Incident Stabilization**
- **Property Preservation**

4.2.1 Purpose and Functions of the EOC

The purpose of the City EOC is to provide a facility from which the organization's response to an emergency can be effectively coordinated. During an emergency, the EOC will provide a single focal point for centralized activities, to include:



- Decision-making at the operational level
- Management of information by developing, maintaining, displaying, and disseminating Situational Awareness of the incident
- Resource support to identify, obtain, and manage City and other resources for emergency operations
- Providing logistics support when multiple incident commands require coordination
- Performing accounting and recordkeeping to track disaster costs
- Providing liaisons to other organizations

The EOC performs these tasks by communicating across departments, agencies and jurisdictions to relieve on-scene command of the burden of external coordination, resource allocation, and information collection, verification, and dissemination. The decisions made through the EOC are designed to be broad in scope and offer guidance on overall priorities.

The EOC is operated by City and other staff that are specially trained to perform their ICS position roles in emergency management. They provide support to incident commanders and DOCs, conduct public notification and warning, provide incident emergency and public communications, and manage resource coordination. The EOC facility has specialized equipment, information systems, and various tools that in conducting City-wide emergency response operations.

The EOC does not directly manage or command incidents. Field level emergency responders, such as the Police, Fire, and Public Works Departments are managed by on-scene incident commander(s). The role of the EOC is to collect, validate and organize incident information and to provide for the overall coordination of resources required during response and recovery operations.

Tasks performed by the EOC and processes to complete them are more fully described in **Appendix C**, EOC Operations and Detailed Position Checklists.

4.2.2 EOC Locations and Layout

The City EOCs are located at:

Primary: Pittsburg City Hall
65 Civic Avenue, Pittsburg, CA

Alternate: Old Fire Station 85
2555 Harbor Street, Pittsburg, CA

The Alternate EOC will be activated only when the primary EOC is damaged, inaccessible, and/or evacuation of EOC staff members becomes necessary. If the primary EOC is unusable before its activation, staff members will be asked to report to the alternate EOC site. The EOC Logistics Section will arrange for



relocation of EOC staff members to the alternate EOC. All field Incident Commanders will be notified of the transition to the alternate EOC.

4.2.3 EOC Activation and Deactivation

Activation of the City EOC is determined based on the nature and severity of an emergency. The EOC may be activated at the direction of the City Manager or at the request of Cal OES.

Activation

Depending on the severity of the emergency, the EOC may be activated either partially or fully. Under a partial activation, the EOC Director will determine which EOC positions are required (a list of EOC staff positions is provided in **Appendix C**). In a full activation, all EOC positions identified in **Appendix C** will be staffed. See **Section 4.3** (Emergency Communications) and **Appendix D** for specifics on EOC rosters, contact information, and notification.

Should a disaster strike during non-work hours, the EOC Team may self-activate or may begin seeking more information on the impact to the City. After assuring the safety of their own families and homes, EOC Team members who are available for service should contact the EOC Director for information on possible EOC activation if not already contacted directly by an EOC Team member.

Key to making staff notification processes effective are accurate staff contact information and early decision making on the appropriate staff to notify for an emergency. The City utilizes Everbridge for staff and stakeholder emergency notification groups and rosters. It will generate notifications on multiple media methods.

A self-evident disaster, such as a major earthquake, does not require instruction from the EOC Director to activate the EOC. Under such circumstances, and in the absence of affirmative direction, and where there is an inability to reach City leadership, members of the EOC Team are to deploy to the designated EOC facility.

Activation Levels:

1. Level 1: Information Level - At the information level, City operations staff track the incident for possible impacts on operations and monitor for potential escalation.

Level I emergencies may include:

- Any on-the-job recordable incident
- Minor fire at a City facility or within the City limits where on-site resources are deemed sufficient to handle the event and there are no serious injuries
- Severe weather conditions that warrant monitoring because of potential to do significant damage to infrastructure or injure residents



- Any incident where the facility's emergency response actions include the assembly and shelter-in-place of all on-site personnel as a precaution to protect their health and safety
 - Any event that has a reasonable potential to escalate in scope and thereby harm the City's communities, reputation, assets or employees, and population, including an event in a neighboring jurisdiction or facility
 - County Department of Public Health warning of a potentially harmful disease outbreak
2. Level II: Alert/Standby -Level - The EOC Director and potentially assigned EOC staff are notified at Level II emergencies regardless of time of day, to establish their availability, review planning, heighten preparedness, share information and establish an information network for status tracking and reporting. The EOC is not activated for a Level II emergency, although some staff may report during non-normal working hours and many staff may interrupt normal business activities to address the incident.

Examples of Alert Level emergencies include:

- Loss of life to a City employee or injury to five or more City staff during a single incident
 - Loss of critical infrastructure that may potentially threaten the life or health of City residents, or severely disrupt normal City services
 - Damage of more than \$100,000 at a City owned facility
 - Severe weather conditions that warrant monitoring because of likelihood to do significant damage to infrastructure or injure residents
 - Contra Costa County CWS messaging that City residents may be in danger of being impacted by an emergency
 - Potential terrorist threat against City infrastructure or population
 - County Department of Public Health warning of a pending harmful disease outbreak
3. Level III: Respond Level - The EOC is normally activated when a Level III emergency has occurred. Each incident is evaluated for its severity and the need for EOC operations. The Respond Level of activation can occur immediately upon initial notification or as an event escalates from a lower activation level. Level III emergencies will likely require resources beyond the City's normal control. They may be regional in nature and require extensive interagency coordination. The EOC may be fully or partially activated. EOC staff will normally include at a minimum an EOC Director, Operations and Planning Section Chiefs and a Public Information Officer.

Examples of Respond Level incidents include:

- Major regional earthquake
- Contra Costa County CWS messaging that City residents are in danger of being impacted by an emergency
- National Weather Service warnings of severe weather conditions that are predicted to cause significant damage to infrastructure or potentially injure residents



- Disruption of critical infrastructure that threatens the life or health of City residents or severely disrupt normal City services
- Credible terrorist threat against City infrastructure or population
- County Department of Public Health warning of a harmful disease outbreak
- Any event that is judged by the Executive Director to warrant a Respond Level activation

Deactivation

The EOC will operate until a determination is made by the EOC Director to return to normal operations. EOC operations may be downgraded from a full or partial activation to a reduced level. When the EOC is deactivated or the activation level is downgraded, all internal and external contacts informed of the initial activation will be notified. Appropriate contact phone number(s) will be provided to external partners upon deactivation to ensure continuity of access, as additional support or informational needs may arise. For incidents that require recovery operations, the EOC may transition to a recovery operations center which is likely to operate during normal business hours. Additional information on recovery operations is contained in **Appendix G**.

Disaster Service Workers (DSW)

According to Chapter 8, Division 4 of Title 1, Section 3100 of the California Government Code, all public employees are hereby declared to be disaster service workers (DSW), subject to such disaster service activities as may be assigned to them by their superiors or by law. In the event of a local emergency, under Chapter 2.44, subsection 2.44.060 C. of the Pittsburgh Municipal Code, the Director of Emergency Services may require the emergency services of any City officer or employee and may requisition necessary personnel or materials of any City department or agency.

During a disaster, City employees may be unable to report to work due to injury, imminent danger to themselves or family, road closures, collapsed bridges, or other structural damage. The City expects DSWs to make every reasonable effort to report as requested without jeopardizing themselves or their families. Although all City staff are DSWs, it is not advised that Pittsburgh employees report to another jurisdiction to work during a disaster. Memoranda of understanding/agreements have not yet been developed that would allow for the City employees to receive compensation for working at other cities or local governments unless assigned as mutual aid.

Emergency Reporting Procedures

If a disaster occurs during the regular work day, all staff should contact their immediate supervisor for instructions or return to the office and await further instructions. The City uses the Everbridge System to provide notification to City staff of emergency activations. Before an emergency occurs, employees should be informed of when and where they should report for duty following a disaster. Employees reporting for duty from outside the City should be aware that routes through and access to disaster areas may be closed and be prepared to show proper City identification and explain the purpose for gaining entry to the area upon request by any law enforcement official.



Employees with assignments in the EOC should report to the EOC or alternate EOC, whichever is activated. Employees who are not assigned to the EOC who are recalled for duty following a disaster should report immediately to their normal department or alternate location as designated for emergency instructions.

If telephones are not operating, employees should listen to the radio for emergency information to determine the extent of damage and instructions. During working hours, employees should report to their emergency assignment location and await instructions.

The City will attempt to notify employees via Everbridge with instructions on reporting for duty after normal working hours and weekends/holidays. It is expected that the Everbridge multiple notification methods will be able to provide at least one type of message to be conveyed to inform employees about reporting or other critical information. Once notified, employees should ensure the well-being of their family and report as directed. If reports indicate extensive damage within the City, employees assigned to EOC positions should make every effort to determine the status and location of the activated EOC.

[Self-Deployment Procedures](#)

Previous emergencies have led to the recognition that there are certain conditions requiring EOC designated personnel to self-deploy to the EOC. While this is contrary to the conventional emergency management practice to not self-deploy during a disaster, in the absence of an automated notification system or functioning communications systems (landline phones, cell phones, internet, etc.), experience has shown that some emergencies warrant self-deployment to the EOC.

Self-deployment conditions would include an incident or event that renders alerting and communication methods inoperative or severely degraded. In the City area, this could include an earthquake with extended power outage, or other disaster such as a cyber-attack accompanied by regional loss of power or severely degraded communications infrastructure. In these types of circumstances, primary EOC staff should self-deploy to the EOC, unless it is known that the facility or area is inaccessible or unsafe. If the primary EOC is not operational, staff should report to the alternate EOC.

[Emergency Work Provisions](#)

The City may provide accommodations for staff required to report to the EOC following a disaster. Meals may be provided on a limited basis, and sleep areas may be designated for employees that need to rest. Special provisions required by emergency workers should be requested through supervisors in the EOC. Employees should bring their City identification card when reporting to the EOC to obtain meals and lodging or gain access to designated facilities or operations.

[4.2.4 EOC Organization](#)

City and other personnel who operate the EOC are known collectively as the EOC Team. The EOC Team includes staff with either the technical ability or decision-making authority to support life safety response activity, protect property and restore essential City services after an incident. Staffing is a function of the



scope and scale of the emergency, and requirements for effective response; therefore, not all identified EOC positions will necessarily be staffed in the event of activation. City personnel, who are not designated as members of the EOC Team, may be directed to move to other facilities or workstations, or may be advised to remain at, or return home pending further instructions.

Policy Group

The Policy Group consists of all City Council members. Their Legal Advisor is the City Attorney who will assist the EOC Director and the Policy Group as needed. The Policy Group is responsible for assisting the EOC Director in the development of policy, overall strategy, and rules, regulations, proclamations, and orders. **The Policy Group should consider strategic aspects rather than attempt to direct operational considerations or tactical application of resources.** Strategy involves understanding the big picture and looking into the future to recognize the overall effort needed to restore the whole community. Taking a hands direct approach for emergency operations may create confusion and lack of coordination within the EOC or incident command and result in loss of unity of effort. The EOC organizational structure through SEMS and NIMS supports this process.

The City Council Liaison supports the Policy Group and is responsible for documenting and recording all emergency orders and decisions of the Policy Group. The Policy Group also contains Department Directors involved in the emergency who do not fill a position in the EOC. In carrying out their responsibilities, the Policy Group should use the following guidance:

Assess the Situation

- ☐ Contact the EOC Director at the EOC to obtain an update on the incident including the extent of the emergency and status of available resources.

Questions to consider:

- What location(s) or geographical area(s) have been affected? Is this likely to change?
- How many people are threatened, affected, injured or dead?
- Are any City assets or facilities damaged?
- What response actions have already been taken?
- Has the Operational Area EOC been activated?
- Has the REOC/SOC been activated?
- What other jurisdictions, agencies and organizations are currently responding to the incident?
- What are the likely long-term impacts on City residents and on the ability of the City and other organizations to provide essential services?

Activities:

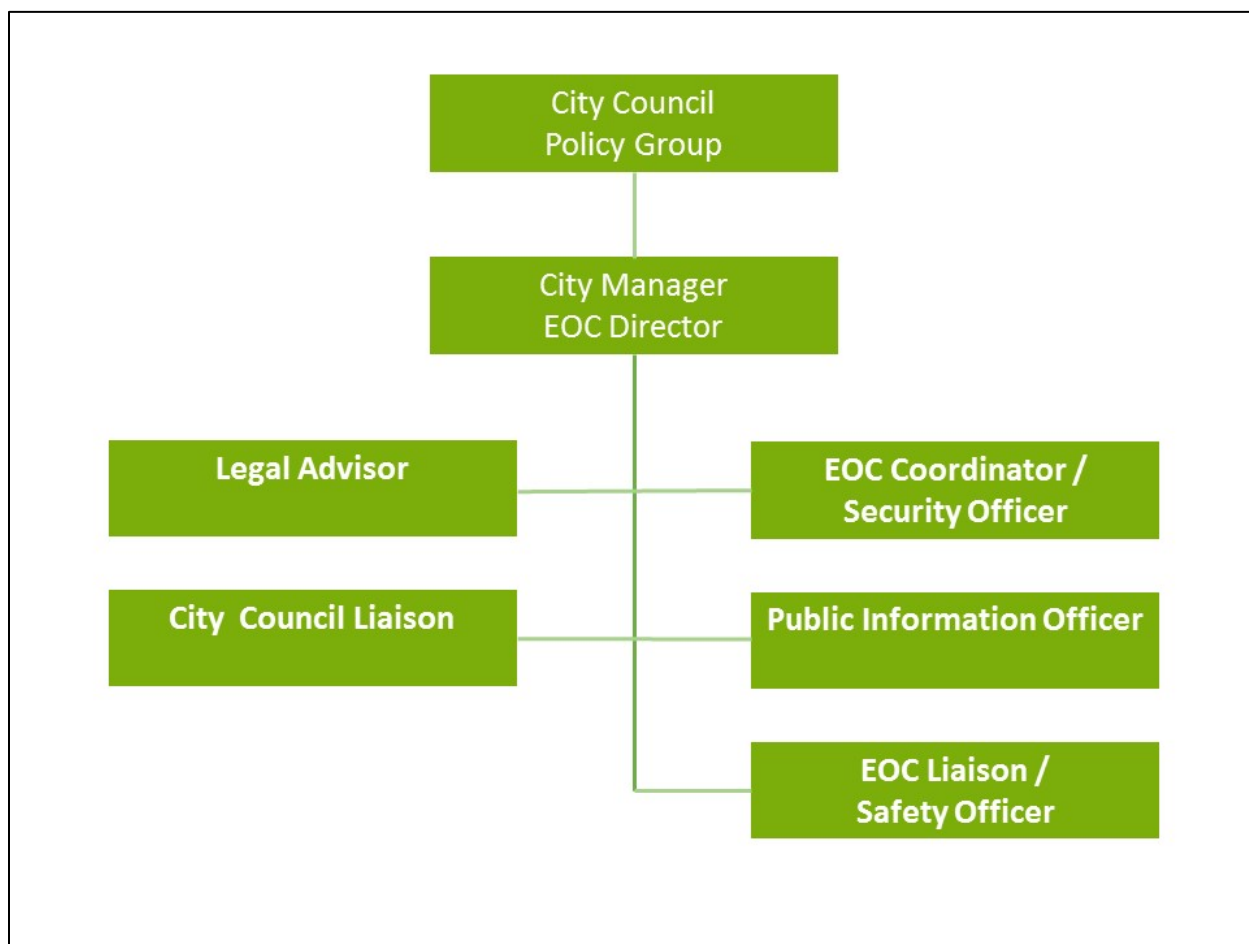
Monitor executive issues (business and financial, media, information systems, risk management). Let the City's operational managers coordinate the response in the field and EOC



within their areas of expertise. At the executive level, watch for emerging issues related to overall continuity of operations, media issues, risk management concerns, and other enterprise-wide considerations.

- ☐ **Proclaim and/or ratify a local emergency, and end of the emergency**
- ☐ **Support the Public Information Organization to Develop and Implement External Messaging**
Brief the PIO as needed on policy issues. The PIO will be responsible for reviewing the immediate situation and issues, developing a public information plan, and initiating external messaging.
- ☐ **Engage legal counsel as part of the emergency response effort**
Stay apprised of legal issues as they emerge and consult with counsel as necessary and appropriate.
- ☐ **Host and accompany VIPs and government officials on tours of the emergency/disaster**

Management Section





The responsibilities of the Management Section are to effectively implement response and recovery activities and to efficiently manage resources. To meet these responsibilities, the Management Section directs the following overarching objectives:

- ☐ Provide overall management and coordination of the City's emergency response and recovery operations
- ☐ Support the Policy Group
- ☐ Coordinate with appropriate federal, state and other local government agencies, as well as private sector entities and volunteer agencies
- ☐ Establish response priorities and resolve any conflicting demands for resource support
- ☐ Prepare and disseminate emergency public information to inform, alert and warn the public
- ☐ Disseminate damage information and other essential data
- ☐ Ensure that all EOC Sections are aware of and follow documentation procedures to recover all eligible disaster response and recovery costs
- ☐ Review and approve the Action Plan

The Management Section consists of the following ICS positions. Detailed position checklists are contained in **Appendix C**.

EOC Director

The EOC Director reports to the Policy Group. The Management Staff and General Staff Section Chiefs report to the EOC Director. The EOC Director has overall responsibility of managing the emergency response in accordance with the guidance provided by the City Council. In concert with the EOC General Staff, the EOC Director sets priorities for response efforts and establishes coordination between the City and other emergency response agencies. During EOC activation, the EOC Director has authority to authorize expenditure of funds.

Legal Advisor / City Attorney

The Legal Advisor supports the Policy Group. The Legal Advisor prepares proclamations, emergency ordinances and other legal documents and provides legal services as required. They maintain legal information, records and reports relative to the emergency legal proceedings and participate as a member of the EOC Management Team.

City Council Liaison

The City Council Liaison coordinates between the City Council, Legal Advisor, and EOC Director. They coordinate with other EOC sections and branches/groups/units within the EOC to obtain information and ensure the proper flow of information. They are responsible to develop guidelines, directives, action plans, and situation updates to support the City Council in conjunction with EOC Director.



EOC Coordinator / Security Officer

The EOC Coordinator / Security Officer is responsible for EOC set up and activation. They monitor EOC internal management systems, coordinate with outside public jurisdictions and internal departments, and serve as an advisor to the EOC Director and General Staff. They provide information and guidance to the EOC Management Team and coordinate with the Contra Costa Operational Area EOC if a liaison is not assigned. They coordinate all visits to the EOC and ensure security of the EOC, EOC personnel, and adjacent parking areas. The EOC Coordinator / Security Officer may serve (temporary assignment) as a Section Chief if assigned by the EOC Director.

Public Information Officer (PIO)

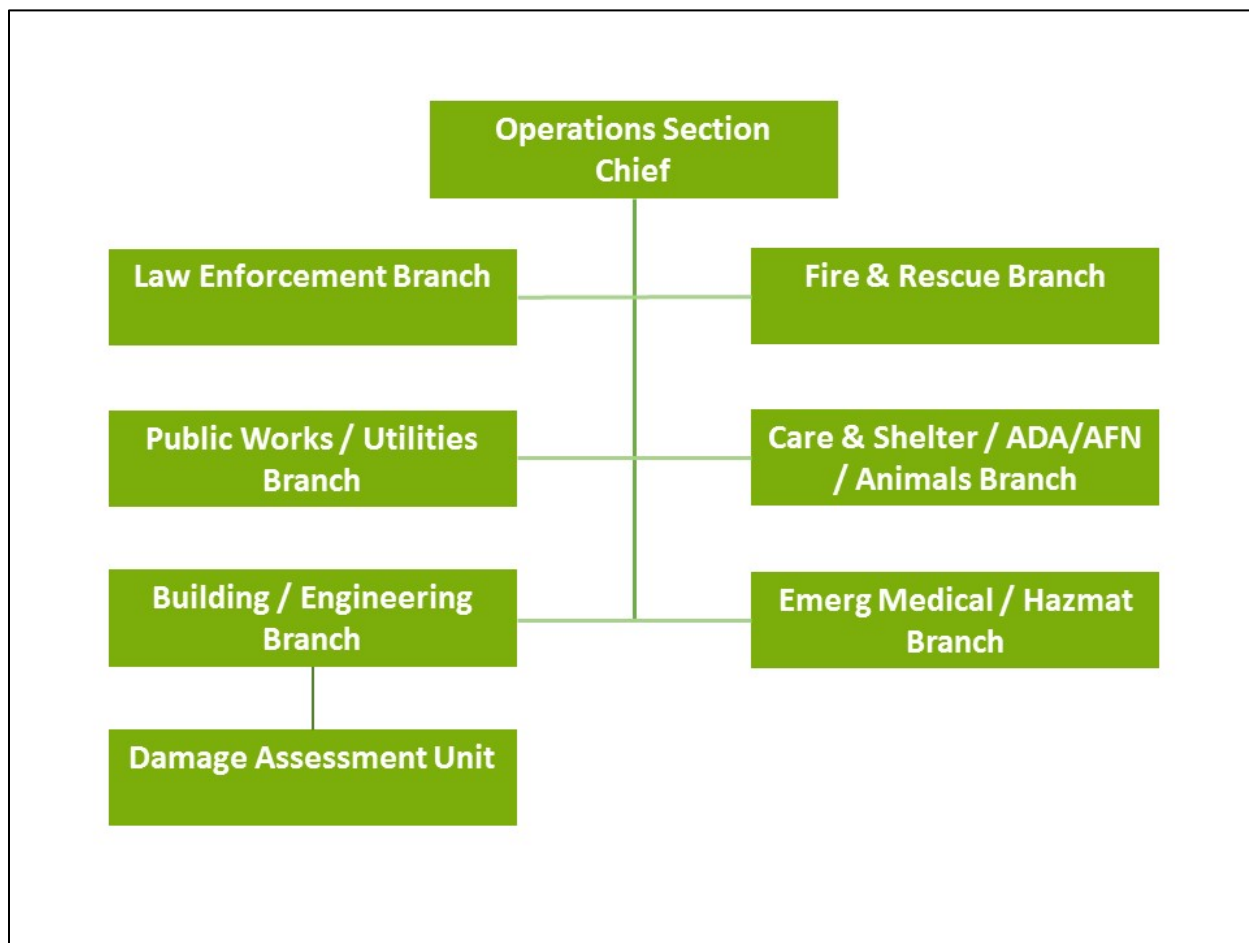
The PIO is a member of the Management Staff and reports to the EOC Director. The PIO conducts media monitoring and ensures that government officials, the media, and the public receive complete, accurate, and consistent information about the status of City emergency operations. The PIO also serves as the coordination point for all media contacts and releases.

EOC Liaison / Safety Officer

The EOC Liaison / Safety Officer is a member of the Management Staff and reports to the EOC Director. They coordinate with representatives assigned to the EOC and responds to requests from other agencies for sending liaison personnel to other EOCs. They function as a central location for other incoming agency representatives, provide workspace, and arrange for support as necessary. They provide guidance, directives, action plans, and other situation information to other agency representatives. The EOC Liaison / Safety Officer ensures that all facilities used in support of EOC operations meet safe operating conditions. They monitor response activities to oversee that operations are conducted in as safe a manner as possible.

[Operations Section](#)

The Operations Section is responsible for coordination of all response elements applied to the disaster or emergency. The Operations Section carries out the objectives of the EOC Action Plan and requests additional resources as requested. The Operations Section consists of the following ICS positions. Detailed position checklists are contained in **Appendix C**.



Operations Section Chief (OSC)

The OSC reports to the EOC Director. The OSC is responsible for executing the operational objectives identified in the EOC Action Plan. The OSC establishes the appropriate level of Branch/Division organization within the EOC Operations Section, continuously monitoring the effectiveness and modifying accordingly. They direct coordination of all field response operations and supervise operational functions assigned to the EOC, such as Fire, Law, Medical/Health, Care and Shelter, Public Works, and Building and Safety. The OSC requests and directs Contra Costa County Fire Protection District personnel who respond to the EOC to serve as Fire and Rescue Branch Director or other positions. They provide the Planning/Intelligence Section with field status reports and other incident information. The OSC determines resource requirements and provides them to the Logistics Section Chief. They conduct Operations briefings for the EOC Director and other staff as required or requested.

Law Enforcement Branch

The Law Enforcement Branch reports to the OSC. They are responsible to alert and notify the public of the pending or existing emergency and activate all public warning systems. They coordinate movement and evacuation operations, law enforcement, and traffic control operations and provide for security at incident facilities. The Law Enforcement Branch coordinates incoming law enforcement mutual aid



resources. They assume responsibility as necessary for Fatalities Management if the County Coroner is delayed in responding.

Fire & Rescue Branch / Rescue Branch

The Fire and Rescue Branch reports to the OSC. The Branch coordinates the prevention, control and suppression of fires, and response to hazardous spills. They manage execution of urban search and rescue operations.

Public Works Branch / Utilities Branch

The Public Works / Utilities Branch reports to the OSC. The Branch is responsible for City owned infrastructure and for coordinating with publicly and privately-owned utility operators. They conduct damage assessments and provide the status of infrastructure to the Situation Status Unit. The Branch conducts response operations to protect and restore damaged or deranged City infrastructure. They manage their own resources and coordinate with the Logistics Section for procurement of support supplies, transportation, materials, and equipment. The Branch determines the need for and location of general staging areas for unassigned resources. They prioritize the allocation of resources to individual incidents, monitor resource assignments and adjust assignments based on requirements. They also distribute emergency potable water supplies and coordinate with the Water Treatment Plan and the Department of Health Services on water purification notices.

Emergency Medical / Hazardous Materials Branch

The Emergency Medical Branch reports to the OSC. The Branch coordinates providing emergency medical care to field personnel. They monitor the status of local medical facilities within the affected area. They may assist the County Coroner for mass casualty operations. The Branch also supports hazardous materials response incidents. They assist in mobilizing hazardous material spill response resources and provide them with support.

Building / Engineering Branch

The Building / Engineering Branch reports to the OSC. The Branch is responsible for inspection and re-occupancy processes for key city facilities. They provide engineering support as requested for response activities such as urban search and rescue. They coordinate with the Public Works / Utilities Branch to conduct safety assessments of damage to buildings, structures and property within the City and provide safety assessment information and statistics to the Damage Assessment Unit. The Branch tags structures that are unsafe to enter or inhabit. They work with the City Attorney to condemn unsafe structures that have been abandoned by owners. They review City building code and develop recommendations for building code changes.

Care and Shelter (ADA/AFN)/ Animals Branch

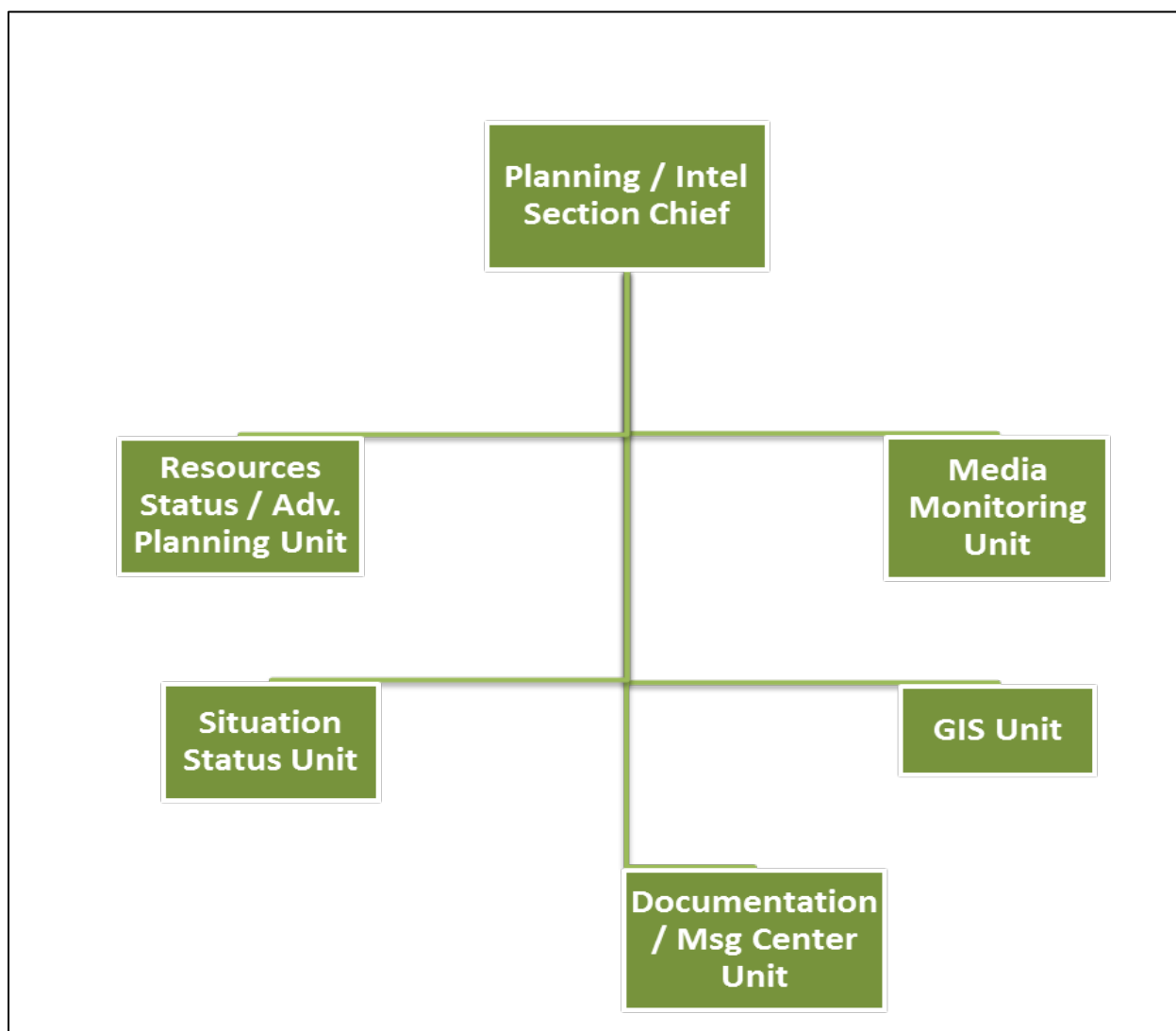
The Care and Shelter (AFN/ADA) / Animal Branch reports to the OSC. The Branch identifies community care and shelter needs. The Branch coordinates with the ARC and other emergency welfare agencies to



identify, set up, staff and maintain evacuation centers and mass care facilities for disaster victims. They work with the ARC to establish and operate shelters. The Branch coordinates animal care, rescue operations and sheltering with Contra Costa County Animal Services. They coordinate with Law Enforcement and the Contra Costa Sheriff's Office for pet evacuations and animal control issues, such as lost and strayed pets.

Planning/ Intelligence Section

The Planning / Intelligence Section collects, evaluates, and disseminates incident situation information and intelligence for the EOC, DOCs and field response incident personnel. This Section prepares status reports, displays situation information, maintains the status of resources assigned to the incident, and prepares and documents the EOC Action Plan, based on Operations Section input and guidance from the Incident Commander/Unified Command.





The Planning / Intelligence Section consists of the following ICS positions. Detailed position checklists are contained in **Appendix C**.

Planning Section Chief (PSC)

The PSC reports to the EOC Director. The PSC directs the Section to collect, analyze, displaying and disseminate situation information, prepare situation status reports and develop the EOC Action Plan. They provide for incident documentation collection and maintenance. The PSC supports developing incident analytical tool such as GIS maps and data bases. They are responsible for advanced planning for complex, long-duration incidents. The PSC reviews and confirms information that becomes intelligence for action planning. The PSC leads the After-Action Review process.

Resource Status / Advanced Planning / Technical Unit

The Resources / Advanced Planning / Technical Unit reports to the PSC. They support tracking resources and resources status. For complex, multi-operational period incidents, the Unit supports advanced planning beyond the next operational period by anticipating developing requirements and creating long term strategies. They begin recovery planning while response operations are ongoing. The Unit provides GIS and other technical analysis support to the EOC and field activities.

Situation Status Unit

The Situation Status Unit reports to the PSC. They collect, organize, and analyze incident information from all sources. They develop and provide situational awareness based on evaluation of information. The Unit develops status reports, generates data bases, creates displays for dissemination to the EOC, and other organizations. They evaluate field status reports and incident action plans provided by the Operations Section. The Unit works to provide a common operating picture (COP) for development of the EOC Action Plan.

Documentation Unit / Message Center

The Documentation / Message Center Unit reports to the PSC. The Unit maintains an accurate and complete record of significant disaster events. They support the EOC organization by setting up and maintaining files, journals, and special reports. The Unit collects and organizes written Action Plans, forms, logs, journals, and reports at completion of operational period. They activate and operate a Message Center at the EOC which assigns appropriate internal and external message routing. The Unit provides documentation and copying services to EOC staff. They compile, copy, and distribute the EOC Action Plans and AARs.

Media Monitoring Unit

The Media Monitoring Unit examines all forms of media including social media for incident information. They use the Information Collection Template in **Appendix B** to provide guidance on information elements. They monitor and identify rumors and provide Intelligence gathering support. If assigned by the Section Chief, the Unit assists the PIO.

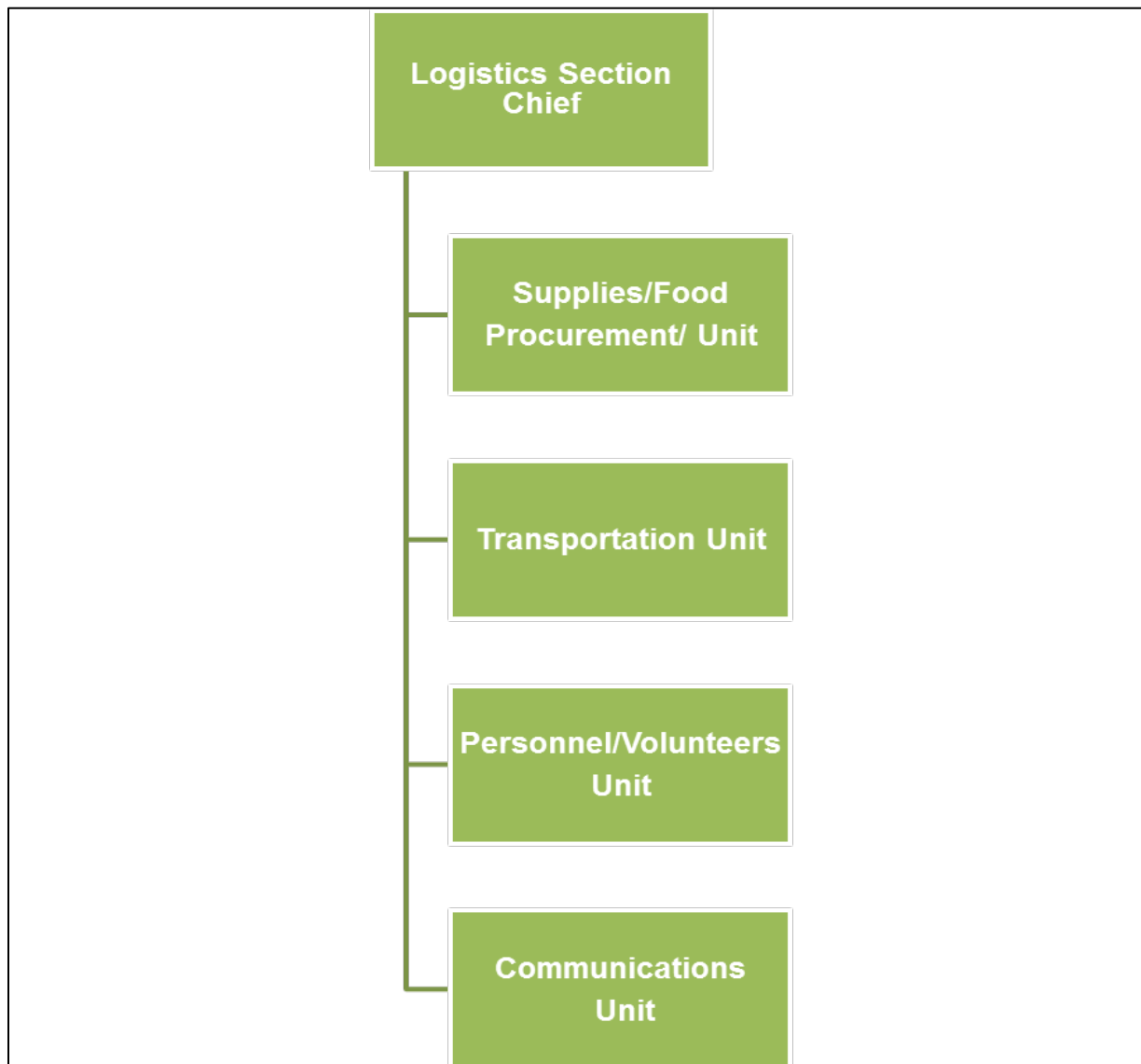


GIS Unit

The GIS Unit determines and establishes GIS production priorities. The Unit converts requests into Geospatial products quickly and effectively. They anticipate requirements and needs and assemble or prepare supporting referential data. The Unit locates and secures needed database information to support production goals. They operate specialized GIS production systems.

Logistics Section

The Logistics Section is responsible for all service support requirements needed to facilitate effective and efficient EOC and incident management, including ordering resources from off-incident locations. This Section provides for facilities, security, transportation, supplies, equipment maintenance and fuel, food services, communications and information technology support, and emergency responder medical services, including inoculations.





Logistics Section Chief

The Logistics Section Chief (LSC) reports to the EOC Director. They supervise the Logistic Section and work closely with the OSC to determine resource requirements and act to meet them. The LSC supervises technical communications and supports development of the Emergency Communications Plan. They are responsible for resource tracking and demobilization.

Supplies / Food Procurement Unit

The Supplies / Food Procurement Unit reports to the LSC. The Unit is responsible for resource management. The Unit identifies sources and orders incident expendable materials and equipment. They prepare and sign equipment rental agreements in conjunction with the Finance Section. They maintain records of resource requests, resource assignments and manage mutual aid processes. They identify and provide support for staging areas and maintain records of work location activities and resources used.

Transportation Unit

The Transportation Unit reports to the LSC. The Unit provides all ground transportation during an incident. In conjunction with providing transportation, the Unit is also responsible for maintaining and supplying vehicles, keeping usage records, and developing incident traffic plans.

Personnel / Volunteers Unit

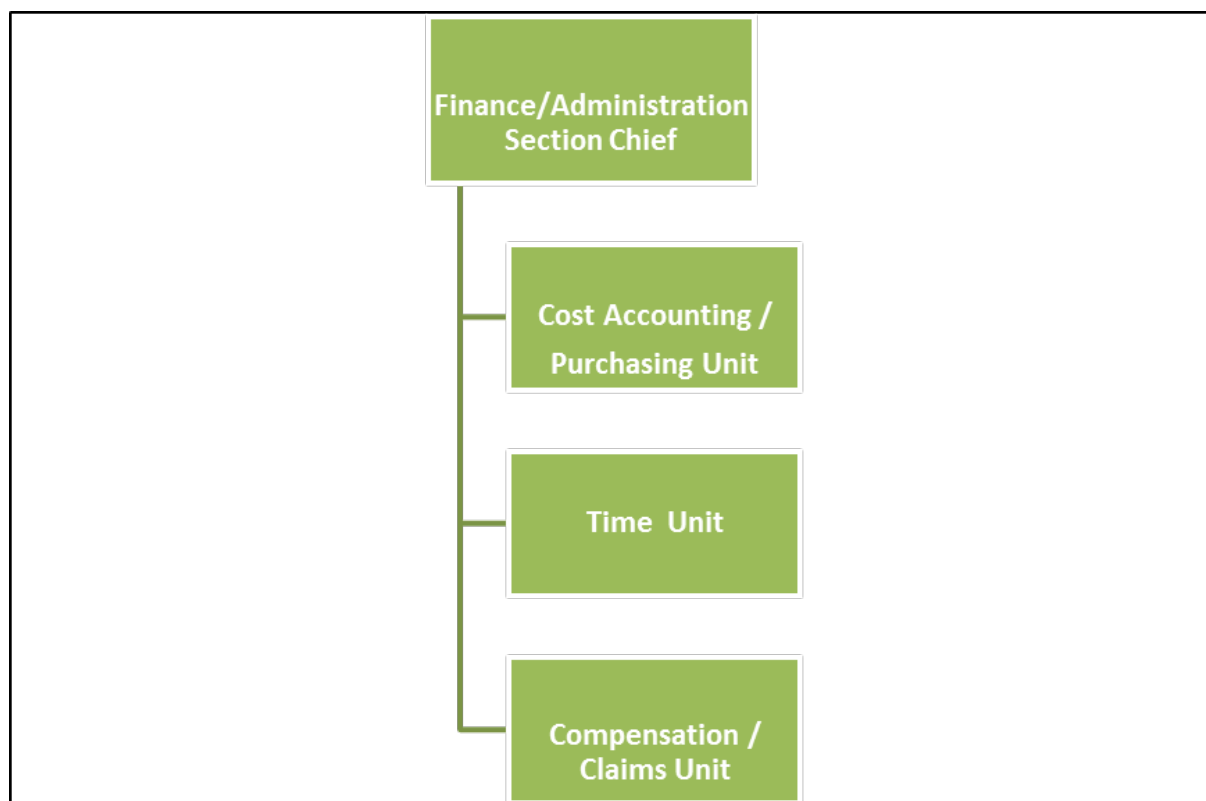
The Personnel / Volunteers Unit reports to the LSC. The Unit provides staffing resources requested in support of the EOC and Field Operations. They receive and process all incoming requests for personnel and volunteer support, identify, recruit, and register volunteers, and affirm volunteers as DSWs per the Pittsburgh Municipal Code. They administer all personnel matters relating to hiring/releasing non-permanent personnel supporting incident response and recovery and manage travel requests and coordinating travel arrangements for personnel supporting operations either in the field or EOC.

Communications Unit

The Communications Unit reports to the LSC. They are responsible for effective communications planning as well as acquiring, setting up, maintaining, and accounting for internal and external communications equipment. The Unit prepares the Emergency Communications Plan.

Finance / Administration Section

The Finance / Administration Section is established when incident management activities require EOC support to specific finance and other administrative services. Functions that fall within the scope of the Section are recording personnel time, maintaining vendor contracts, compensation and claims, and conducting an overall cost analysis for the incident. Records maintained by the Finance Section are vital to process incident cost recovery action through the State and FEMA.



Finance Section Chief

The Finance Section Chief (FSC) reports to the EOC Director. The FSC is responsible for developing a comprehensive understanding of the incident / situation from a financial perspective. They establish and maintain overall finance requirements (e.g. source of funds, different agency spending authorities, documentation requirements, etc.) The FSC identifies specific finance requirements of each operational period and implements them in accordance with City fiscal policy.

Cost Accounting / Purchasing Unit

The Cost Accounting / Purchasing Unit Leader reports to the FSC. They are responsible for coordinating vendor contracts not previously addressed by existing approved vendor lists and establishing purchasing authority for the Logistics Section. The Unit collects cost information and performs cost-effectiveness analysis. They provide cost estimates and cost savings recommendations.

Time Unit

The Time Unit reports to the FSC. The Unit's primary responsibilities are ensuring that daily personnel time recording documents, including any overtime hours, are prepared and maintained and establishing equipment time recording activity at appropriate locations.



Compensation / Claims Unit

The Compensation / Claims Unit reports to the FSC. The Unit processes claims made against the City as a result of an incident. They collaborate with the Safety Officer and the Legal Officer to ensure claims are directed to the Unit. They establish a claims phone-in number and arrange with the PIO to inform the media. In complex incidents, the Unit will determine the need for engaging compensation for injury and claims specialists.

4.2.5 EOC Safety and Security

The EOC Coordinator / Security Officer and EOC Liaison / Safety Officer will ensure all necessary security and access controls are provided at the EOC and other alternate facilities. Additional building security may be required since the primary EOC, City Hall, is a publicly accessible facility. They will coordinate with the City Police Department for security to impose a higher level of security (such as prohibiting building access to all visitors) if necessary for EOC operations.

If EOC activation is due to an earthquake, the EOC Liaison / Safety Officer will ensure that all building safety inspection and reentry procedures have been followed prior to use of the facility. The City Departments of Engineering and Public Works will arrange for EOC inspection and damage assessment on a priority basis.

The EOC Liaison / Safety Officer will ensure that the evacuation plan for the EOC facility is coordinated in the event that an evacuation is ordered.

4.3 Information Management

Incident situation status, operational objective, resource tracking, and other information will be shared within the EOC by using display boards and various charts mounted on the walls of the facility. Large scale, pre-printed ICS forms are ideal for this purpose. Additionally, the EOC Director will assign the Planning Section to update an Incident Briefing (ICS Form 201) on a continual basis to provide routine briefings to EOC staff for collective situational awareness. The ICS 201 should be shared with Field Incident Command Posts and the Operational Area. The ICS 201 will contain at a minimum:

- Operational period duration
- Operational objectives and their status
- Current location and status of resources
- Requests for resources from other agencies
- Key leadership status information
- Relevant maps
- Essential information to support the public

The Situation Status/Analysis Unit must ensure that all displays are frequently and accurately updated to ensure information conflicts do not arise.



4.3.1 Information Collection

To manage information effectively, the EOC will use the Information Collection Plan in **Appendix B** to develop and maintain situational awareness and track situation status. The Situation Status Report will provide City staff and other EOCs with current information regarding the operability of City facilities and ongoing response and recovery operations.

Situational Awareness

Situational awareness refers to the ability to identify, process, and comprehend the critical elements of information about what is happening as a result of an incident, or with respect to a specifically assigned mission. More simply, situational awareness means knowing what is going on around you. Situational awareness is critical for the effectiveness of decision-making in both field operations and the EOC and is critical for ensuring the safety of responders and the public.

During an emergency, the EOC Director will convene briefings on a regular basis, at which time the EOC staff will attend and provide verbal and/or written summaries of existing problems, actions taken, priorities, and timetables and potential for new issues for incorporation into the Action Plan. The situational awareness approach will take the form of consolidating situation reports, obtaining supplemental information, and preparing maps and status boards.

Situation Status Reports

Status reports are essential to providing a picture of the developing emergency and response efforts. They are to be completed by the first person setting up the EOC for the initial shift and updated by the Planning Section for continuing shifts. Status reports should be included in the EOC Action Plan. The Situation Status Report template is included in **Appendix E**. This form will be used by the City to inform staff, the Operational Area, and other agencies and field units of the status of emergency operations, including EOC activation level, damages to facilities, operational capabilities, and resource status. Once the initial information is gathered and reported, the EOC will transmit a Situation Report for each operational period or when requested by the Operational Area.

An initial report should be made within the first two to four hours following an emergency, and reporting should continue as long as the EOC is activated or as circumstances warrant. Within four to eight hours, a confirmation and update of the initial Situation Report should be made, including a preliminary damage assessment and status of City response operations.

4.4 Community Emergency Response Teams

The Community Emergency Response Team (CERT) program educates volunteers about disaster preparedness for the hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, which allows them to focus on more complex tasks.



Through hands-on practice and realistic exercises, CERT members:

- Learn how to safely respond to manmade and natural hazards
- Help organize basic disaster response
- Promote preparedness by hosting and participating in community events

CERTs are composed of community volunteers who train, equip and organize to provide a ready resource to support incident response operations. During incident response, CERT leaders should check in with the Logistics Section of the EOC. The Operations Section Chief will assign CERT members based upon the incident requirements. All CERT members must be sworn in as Disaster Service Workers prior to deployment. CERT members should not self-deploy. Effective assignments for CERTs are volunteer and donations management operations, points of distribution center support, and care and shelter operations.

4.5 Support to Populations with Disabilities and Other Access and Functional Needs

The City Manager's Office, in conjunction with the City's Community Development and Community Services Departments, will ensure the coordination of services for people with disabilities and others with access and functional needs, to ensure the City is in compliance with the ADA Amendments Act. The City will also coordinate with Contra Costa Health Services and the Employment & Human Services Departments to identify people with disabilities and others with access and functional needs that may need assistance in the event of a disaster. The City strives to ensure that every facility, activity, benefit, program and service operated or funded by the City is fully accessible to and useable by people with disabilities and access and functional needs in accordance with the ADA, as well as other federal, state and local codes, and disability rights laws.

4.5.1 Schools

The Pittsburgh Unified School District (PUSD) serves over 10,500 students in kindergarten through twelfth grade. The District is comprised of:

- 8 Elementary Schools
- 3 Junior High Schools
- 1 Comprehensive High School
- 1 Alternative Education High School
- Adult Education
- Independent study
- Alternative learning experiences
- Early Childhood Education Services



School District Facilities:

Elementary Schools

School	Address
Foothill	1200 Jensen Drive
Heights	40 Seeno Street
Highlands	4141 Harbor Street
Los Medanos	610 Crowley Avenue
Marina Vista	50 East 8th Street
Parkside	985 W. 17th Street
Stoneman	2929 Loveridge Road
Willow Cove	1880 Hanlon Way

Junior High Schools

School	Address
Hillview	333 Yosemite Drive
Martin Luther King Jr.	2012 Carion Court
Rancho Medanos	2301 Range Road

Senior High Schools

School	Address
Black Diamond	1131 Stoneman Avenue
Pittsburg	1750 Harbor Street

4.6 After-Action Reports (AARs)

After Action Reports (AAR) should be prepared after any EOC activation or when appropriate to analyze an incident. The EOC Director, EOC Coordinator and Planning Section Chief are responsible for conducting the After-Action Reporting process. The purpose of an AAR is to analyze response efforts, identify strengths to be maintained and built upon, identify areas for further improvement, and to support the development of corrective actions. See **Appendix F** for the AAR template.



5. Plan Development, Distribution and Maintenance

Per Section 2.44.080 of the Pittsburgh Municipal Code, the Pittsburgh Disaster Council shall be responsible for the development of the City emergency plan. The plan shall provide for the effective mobilization of all the resources of this City, both public and private, to meet any condition constituting a local emergency, state of emergency or state of war emergency, and shall provide for the organization, powers and duties, services and staff of the emergency organization. The plan will take effect upon adoption by resolution of the City Council. [Ord. 668 C.S. § 7, 1974.]

The City EOP was written with input from City departments having an official emergency responsibility in the City. The EOP was submitted to Cal OES for review and then presented to the City Council for review. Upon concurrence by the City Council, the plan was officially adopted through resolution.

5.1 Plan Updates

The City Manager's Environmental Affairs Manager will update the EOP to reflect any applicable changes that are made. Individual departments are responsible to update and revise their departmental procedures regularly and submit those updates to the Environmental Affairs Manager, who will incorporate the updates into the EOP. These updates should include new information (e.g., update of phone numbers and revisions of relevant standard operational procedures or positions). All changes to the EOP will be documented in the record of revisions table. Changes to the EOP will be distributed to the City departments and agencies shown on the Plan Distribution list. Major revisions to the EOP will be submitted to the City Manager for approval or recommendation for review by City Council.

Evaluating the effectiveness of the EOP involves capturing information from training events, exercises, and real-world incidents to determine whether the goals, incident objectives, decisions, and timing outlined led to a successful response. This process may indicate that deficiencies exist. City staff should discuss the deficiencies and consider assigning responsibility for generating remedies. Remedial actions may involve revising planning assumptions and operational concepts, changing organizational tasks, or modifying organizational implementing instructions such as checklists or templates. Remedial actions may also involve providing refresher training for EOC personnel.

The EOP should be reviewed and updated annually by City staff and whenever the following occur:

- A major incident
- A change in operational capabilities or resources (e.g., policy, personnel, organizational structures, management processes, facilities, equipment)
- A formal update of planning guidance or standards
- A change in the acceptability of various risks

5.2 Plan Testing, Training and Exercises

Maintenance of the EOP and evaluating its effectiveness involves using training and exercises, and evaluation of actual incidents to determine whether goals, decisions, and timing outlined in the plan led



to a successful response. Short of real-world operation, exercises are the best method of evaluating the effectiveness of a plan. They also provide a valuable tool in training emergency responders and other City staff to become familiar with the procedures, equipment, and systems that they use or manage in emergency situations. Exercises must be conducted on a regular basis to maintain readiness. **Table 5-1** provides a recommended schedule of exercise for City staff.

Table 5-1: Recommended City-wide Exercise Schedule

Frequency	Type	Participants
Annually	Evacuation Drills of All City Owned Facility	All employees
Annually	Tabletop or Functional Exercise	Emergency operations staff
Every 3 years or as available	Full-Scale Exercise	Emergency operations staff

5.3 After Action Review

After every exercise or incident, an After-Action Report/Improvement Plan (AAR/IP) should be completed. The AAR/IP has two components: an AAR, which captures observations and recommendations based on incident objectives as associated with the capabilities and tasks, and an IP, which identifies specific corrective actions, assigns them to responsible parties, and establishes targets for their completion. The EOC Coordinator is responsible for the development of the AAR/IP and convenes participants to discuss action items and solicit recommendations for improvement.



6. Appendices:



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Appendix A: Glossary and Acronyms

Acronym	Definition
AAR	After-Action Report
AAR/IP	After-Action Report / Improvement Plan
ADA	Americans with Disabilities Act of 1990
ADAAA	ADA Amendment Act
ARC	American Red Cross
BART	Bay Area Rapid Transit
Cal OES	California Governor's Office of Emergency Services
CalWARN	California Water/Wastewater Agency Response Network
CALWAS	California Warning System
CAP	Common Alert Protocol
CAPSNET	California Public Safety Microwave Network
CART	Contra Costa County Animal Response Team
CCWD	Contra Costa Water District
CERT	Community Emergency Response Teams
CESFRS	California Emergency Services Fire Radio System
CESRS	California Emergency Services Radio System
CLEMARS	California Law Enforcement Mutual Aid Radio System
CLERS	California Law Enforcement Radio System
CLETS	California Law Enforcement Telecommunications System
CNRFC	California, Nevada River Forecast Center
COOP	Continuity of Operations Plan
COP	Common operating picture
CSWC	California State Warning Center
CUPA	Certified Unified Program Agency
CVP	Central Valley Project
CWS	Community Warning System
DART	Disaster Animal Response Team
DDSD	Delta Diablo Sanitation District
DMA	Disaster Mitigation Act of 2000
DOC	Department Operations Center
DSW	Disaster Service Workers
DTSC	State Department of Toxic Substances Control
EAS	Emergency Alert System
EDD	California Employment Development Department
EDIS	Emergency Digital Information System
EMAC	Emergency Management Assistance Compact
EMMA	Emergency Management Mutual Aid System
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency



FAST	Functional Assessment Service Teams
FCC	Federal Communications Commission
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
FSC	Finance Section Chief
HHS	U.S. Department of Health and Human Services
HMGP	Hazard Mitigation Grant Program
HSPD	Homeland Security Presidential Directive
HUD	Housing and Urban Development Program
IAP	Incident Action Plan
ICS	Incident Command System
IFGP	Individual and Family Grant Program
IHP	Individuals and Households Program
IPAWS	Integrated Public Alert and Warning System
JFO	Joint Field Office
LAC	Local Assistance Center
LDRM	Local Disaster Recovery Manager
LHMP	Local Hazard Mitigation Plan
LSC	Logistics Section Chief
MAC	Multi/Inter-Agency Coordination
MACS	Multi-Agency Coordination System
MDRR	Mt. Diablo Resource Recovery
MSL	Mean Sea Level
NAWAS	National Warning System
NDRF	National Disaster Recovery Framework
NGO	Nongovernmental organization
NIMS	National Incident Management System
NOAA	National Oceanic and Atmospheric Administration
NRF	National Response Framework
NWS	National Weather Service
OAFN	Office for Access and Functional Needs
OASIS	Operational Area Satellite Information System
OSC	Operations Section Chief
PA	Public Assistance
PDA	Preliminary Damage Assessment
PETS Act	Pets Evacuation and Transportation Standards Act of 2006
PG&E	Pacific Gas and Electric
PIO	Public Information Officer
PNP	Private Nonprofit
PPD	Presidential Policy Directive
PSC	Planning Section Chief
RACES	Radio Amateur Civil Emergency Services
REOC	Regional EOC
ROC	Recovery Operations Center
SAP	Statewide Safety Assessment Program
SBA	Small Business Administration



SCADA	System Control and Data Acquisition
SEMS	Standardized Emergency Management System
SOC	State Operations Center
SOG	Standard Operating Guide
SOP	Standard Operating Procedure
TENS	Telephone Emergency Notification System
UCERF3	third Uniform California Earthquake Rupture Forecast
VOAD	Volunteer Organizations Active in Disasters
WEA	Wireless Emergency Alert
WGCEP	Working Group on California Earthquake Probabilities



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Appendix B: Information Collection and Dissemination

This Appendix describes EOC information collection and management processes for an incident that requires EOC activation.

B.1 Incident Critical Information Collection Plan

The information collection plan is a tool that describes the types of information that may be gathered and shared for senior leaders, emergency managers, EOC staff, and Incident Commander(s) to understand the situation and make decisions regarding detailed response priorities and resource allocations. The information collection tool should be completed and updated by the Situation Unit in the Planning Section. The Operations Section should supply information from field activities such as incident boundaries and access, damage assessments and infrastructure functionality reports. The Logistic Section should provide information on resource needs and shortfall. The specifics of the information collection tool should be revised as the scope of the incident changes.

Table B-1 provides a template for an information collection plan that supports systematically developing situational awareness of the magnitude and effects of an incident. This information collection plan template can be modified for each individual incident dependent upon its level and phase of response.



Table B-1: Information Collection Plan

Critical Information	Specific Information	Methodology/Source	Responsible Entity	Product	Timeline
1. Boundaries of incident area (at risk populations, fire, flooding, HAZMAT spill)	- Geographic limits of damage - Description of the severity of damage - Estimated number of people inside incident boundaries	- On-scene reports - Social media - Media - Assessment teams - Remote sensing - Aerial/waterborne reconnaissance	First responders	- GIS impact maps - SITSTAT Report - Incident Briefing ICS 201	Initial estimate within 2 hours of EOC activation and updated every operational period
2. Access points to incident areas	- Location of access points - Credentials needed to enter - Best routes to approach the incident area	- First responders - Aerial reconnaissance	- Incident Commander(s) - Unified Command	- GIS maps - Displays - Incident Briefing ICS 201	Initial estimate within 2 hours of EOC activation and updated every operational period
3. Jurisdictions impacted	Counties, cities, towns, and special districts affected by the incident	- Cal OES Coastal REOC - Operational Area EOC - Other EOCs	- Cal OES - Contra Costa County - Liaisons	- SITSTAT Report - Incident Briefing ICS 201 - Media releases	As soon as possible post-incident and ongoing as required



Critical Information	Specific Information	Methodology/Source	Responsible Entity	Product	Timeline
4. Impacts to staff and population	- Casualties - Populations in life threatening situations - Number of evacuees - Numbers without critical lifeline infrastructure	- City staff - First responders - Reports from populations - News media - Social media - HAZUS	- Incident Commanders - Unified Commands - City DOCs - Operational Area	- GIS impact maps - SITSTAT Report - Incident Briefing ICS 201 - Media releases	Initial estimate within 2 hours and updated every operational period
5. Hazard-specific information toxic and radiological issues. Safety hazards	- Extent of fires - Actual or potential for release of hazardous materials - Affected locations and what they contain - Personal safety issues - Public health concerns	- Staff - First responders - Assessment teams - News media - Social media	- City Staff - First responders - Incident Commanders - Unified Commands - Private industry	- GIS products depicting actual or potential threats - SITSTAT Report - Incident Briefing ICS 201 - Media releases - Safety briefing/messages	Initial estimate within 2 hours and updated every operational period
6. Weather	Forecast post-incident conditions and implications for impeding operations	National Weather Service	EOC Planning Section	- SITSTAT Report - Incident briefing ICS 201 - Safety Briefings/messages	As soon as possible post-incident and ongoing as required
7. Status of City resources	- Operability of roadways, water systems, Public Works equipment - Availability of City staff	- City departments report - DOC action plans/situation status reports	- Department directors - DOC Planning Sections	- SITSTAT Report - Incident briefing ICS 201	As soon as possible post-incident and ongoing as required



Critical Information	Specific Information	Methodology/Source	Responsible Entity	Product	Timeline
8. Damage assessments and initial needs	• Status of damage assessment teams • Status of landings, maintenance facilities, and navigable waterways • Description of incidents requiring immediate response (life safety)	• On-scene reports • Incident commands • Aerial reconnaissance • Media • Social media	• Incident commanders • City staff	• GIS maps • SITSTAT Report • Incident Briefing ICS 201 Form	Initial estimate within 1 hour and updated every 6 hours
9. Status of communications / IT systems	• Status of radio systems • Status of telecommunications service including internet • Reliability of cellular service • Status of notification systems • Status of City social media sites	• Internet service providers/phone company • IT • County EOC • News media/open sources • Social Media	• Logistics Section	• SITSTAT Report • Incident Briefing ICS 201 • Incident Communications Plan ICS 205	Initial estimate within 1 hour and updated every 6 hours
10. Status of transportation systems	• Status of roadways and bridges • Status of mass transportation systems • Status of airports	• On scene reports • Public Works • Caltrans • BART • MTC/511 • Aerial reconnaissance • Media	• EOC Operations and Planning Sections • City DOCs	• SITSTAT Report • Incident Briefing ICS 201 Form • Safety briefings/messages	Initial estimate within 4 hours and updated every operational period



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Critical Information	Specific Information	Methodology/Source	Responsible Entity	Product	Timeline
11. Status of Emergency Operations Center	- Status of functionality - Level of activation - Level of staffing - Ability to conduct sustained operations	EOC Coordinator	EOC Director	- SITSTAT Report - Organization Assignment List ICS 203	Initial status within 1 hour and updated every operational period
12. Status of City and other critical infrastructure and facilities	- Functionality of City facilities - Capability to support operations - Estimate of resources needed to restore operations	- On-scene reports - Assessment teams - Remote sensing - Aerial reconnaissance - Media reports	- Public Works - City DOCs - PG&E	- SITSTAT Report - Incident Briefing ICS 201 - Safety briefings/messages	Initial estimate within 4 hours and updated every operational period
13. Status of fueling locations and available fuel	- Location and availability of fuel - Amount of fuel available for emergency operations	- Fuel suppliers - Local fuel retailers	EOC Operations Section	- SITSTAT Report - Incident Briefing ICS 201 - GIS maps	Initial estimate within 4 hours and updated every operational period
14. Status of key staff / staff issues	Well-being, location, and contact information of City Council and key City staff	- HR - Notification systems	Key staff	- SITSTAT Report - Incident Briefing ICS 201 - Organization Assignment List ICS 203	Initial estimate within 2 hours and updated as necessary



B.2 Situation Summary

Situation Summary Reports provide a description of a developing emergency as it occurs and detail response efforts in progress. Situation Summary Reports are developed by the Planning Section Chief using the City Report template. When completed, the Situation Summary Report informs EOC staff and other organizations of the status of response and recovery operations.

The initial Status Report should be developed and delivered within two to four hours following an emergency and follow-on Reports may be required as often as every two hours. Below is a template for the Situation Summary Report form.



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ICS-209 Modified Situation Summary Form Incident Name:		How to use this form: ▪ Summarize situational information, resource changes and problems / concerns for the entire response. This update will be distributed to all modules. ▪ At the end of the operational period when all Section Situation Status Update Forms have been collected, or more frequently as directed by the EOC Director ▪ Situation Status Unit and approved by Planning/Intelligence Coordinator ▪ EOC Director ▪ EOC Command & General Staff as a component of the Action Plan Form has <u>multiple pages</u>; make sure all fields are completed!	
Date	Time	Purpose: When to fill out: Completed by: Approved by: Send to:	
Operational Period:			
Prepared by: Name:			
Position:			
Approved by: Name:			
Position: EOC Director			
Signature:			
Situation Status Overview			
Overall Status of Objectives / Activities for this Operational Period			
Objective	Status (% Complete)	Activities	
List of Major Decisions / Policy Changes made during this operational period			
Section	Decision / Policy Changes		

B-8



Appendix C: EOC Operations and Detailed Position Job Aids / Checklists

Under the EOC Organization, select City Staff are organized into functional sections under the ICS. Authority for managing EOC operations is delegated from the City Council to the City Manager as EOC Director and from the EOC Director to the Sections. **Figure C-1** provides an EOC Team Organization Chart. Upon conclusion of the emergency, normal lines of authority and reporting are restored and a transition from a response / recovery mode to normal operations will occur.

C.1 EOC Position Job Aids / Checklists

This section identifies the full complement of positions within the EOC and specifies the staff reporting hierarchy. A job aid / checklist for Common Responsibility applicable to all EOC staff is also provided. Individual Position Job Aid / Checklists for the following are detailed:

1. EOC Director
2. Public Information Officer (PIO)
3. Liaison / Safety Officer
4. EOC Coordinator / Security Officer
5. Legal Advisor
6. Operations Section Chief
7. Law Enforcement Branch
8. Fire and Rescue Branch
9. Public Works / Utilities Branch
10. Building and Engineering Branch
11. Damage Assessment Unit
12. Care and Shelter / ADA/AFN / Animals Branch
13. Emergency Medical / Hazardous Materials Branch
14. Planning/Intelligence Section Chief
15. Resource Status / Advanced Planning / Technical Unit
16. Situation Status Unit
17. Documentation Unit / Message Center
18. Media Monitoring Unit
19. GIS Unit
20. Logistics Section Chief
21. Supplies / Food Procurement Unit
22. Transportation Unit
23. Personnel / Volunteers Unit
24. Communications Unit
25. Finance / Administration Section Chief
26. Cost Accounting / Purchasing Unit
27. Time Unit



28. Compensation / Claims Unit

The checklists include responsibilities for both immediate and sustained response.



C.3.1 EOC Director

Responsible for leading the staff in the EOD and directing/coordinating with Directors in other City DOCs

ELEMENTS 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, county government, private and volunteer entities
- Establish priorities and resolve demand conflicts
- Establish appropriate EOC staffing level
- Continuously monitor organizational effectiveness and make appropriate changes
- Exercise overall management responsibility for the coordination between emergency response agencies in the jurisdiction
- Alongside General Staff, set jurisdictional priorities for response
- Ensure all department / agency actions support established EOC priorities
- Ensure that inter-agency coordination is accomplished effectively
- Prepare and disseminate emergency public information, other essential information and data about impacts and damage

Reports To:

Policy Group / City Council

Operational Area EOC Director

Reports:

GENERAL STAFF	MANAGEMENT STAFF
Operations Section Chief/Coordinator	EOC Coordinator / Security Officer
Planning/Intelligence Chief/Coordinator	Public Information Officer
Logistics Section Chief/Coordinator	EOC Liaison / Safety Officer
Finance/Administration Section Chief/ Coordinator	City Council Liaison

Plans and Reports:

- EOC ACTION PLAN/ REVIEW + APPROVAL
- ADVANCE PLAN(S)/ REVIEW + APPROVAL
- DEMOBILIZATION PLAN/ REVIEW + APPROVAL
- PRESS RELEASES/ REVIEW + APPROVAL
- REPORTS/ REVIEW + APPROVAL

Forms and Guides:

- CITY EOP
- POSITION JOB AID
- ALL ICS FORMS



- PLANNING P See **Appendix E**
- RECOVERY PLAN/PROJECT MANAGEMENT PLAN

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

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
- ☐ Obtain briefing from available sources
- ☐ Ensure that EOC is properly set up and ready for operations.
- ☐ Ensure that EOC check-in procedure is established
 - FORM ICS-211
 - FORM ICS-205
- ☐ Ensure that EOC organization and staffing chart is posted and completed (FORM ICS-207)
- ☐ Determine needed EOC sections, assign Section Chief and ensure sections are adequately staffed
 - Operations Section Chief
 - Logistics Section Chief
 - Planning / Intelligence Section Chief
 - Finance / Administration Section Chief
- ☐ Determine needed Management Staff positions and ensure they are filled as soon as possible
 - EOC Coordinator / Security Officer
 - Public Information Officer / Rumor Control Coordinator
 - Liaison / Safety Officer
 - Legal Advisor
 - City Council Liaison
- ☐ Ensure telephone and/or radio communications with other EOCs/DOCs are established and functioning
- ☐ Schedule the initial EOC Action Planning Meeting
- ☐ 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



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- ☐ Alongside Public Information Officer, develop public information guidance. Conduct news conferences and review media releases for final approval. Follow established procedure for public information
- ☐ Ensure Liaison Officer is providing and maintaining effective inter-agency coordination.
- ☐ Based on status reports, establish initial strategic objectives for the EOC
- ☐ Alongside Management Staff, prepare EOC objectives for the initial Action Planning Meeting. (FORM ICS-202)
- ☐ Convene Initial Action Planning meeting. Ensure that all Section Chief/Coordinators, Management Staff, and key agency representatives are in attendance.
- ☐ Ensure appropriate Action Planning procedures are followed. Refer to EOP **Appendix E**. 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.
- ☐ Assess the situation, define problems, set priorities, and establish strategic and SMART objectives for the response/recovery period.
- ☐ Determine the Operational Period time frame (i.e., 6, 8 or 12-hour shifts)
- ☐ Review and identify the need for additional staffing and/or other resources
- ☐ When Action Plan is completed by the Planning / Intelligence Section, review, approve and authorize its distribution and implementation.
 - FORM ICS-201
 - FORM ICS-202
 - FORM ICS-205
 - FORM ICS-207
 - FORM ICS-208
 - FORM ICS-213
- ☐ Conduct periodic briefings with general staff to ensure strategic objectives are current and appropriate.
 - FORM ICS-209 SITUATION STATUS
- ☐ Conduct periodic briefings for elected officials or their representatives.
 - FORM ICS-209 SITUATION STATUS
- ☐ If appropriate, inform the Policy Group and issue an Emergency Proclamation, and coordinate local government proclamations with other emergency response agencies

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM ICS-214
- ☐ Ensure next shifts 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 ICS-211

Demobilization and Termination:

- ☐ 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
- ☐ Alongside Public Information Officer, make emergency termination notifications to City Council, Response Partners, Community and Operational Area
- ☐ Provide a final emergency briefing of the event to EOC personnel to include:
 - Date / time of termination
 - Request all documentation developed during the event response
 - Instructions for support of recovery operations or assembly of the final report
 - Time and date of formal debrief to identify issues, lessons learned, and corrective actions
 - Instructions for resumption of normal operations
- ☐ Determine if a formal Recovery Plan is required based on a review of the technical criteria by:
 - Length and resources required for investigating and fact-finding activities
 - Assessment of property damage efforts that require substantial and prolonged coordination and communications with off-site governments, agencies, and/or response organizations
 - Number of personal injuries or illnesses requiring protracted follow-up treatment, analysis, and public information
- ☐ Supervise the transition of the EOC from response to recovery operations, as necessary
- ☐ Appoint a recovery manager; the recovery manager will establish a recovery organization and recovery plan
- ☐ Proclaim EOC deactivated
- ☐ Approve deactivation of other emergency facilities that were opened because of the emergency
- ☐ Assist with recovery objectives, as requested for Recovery Plan
- ☐ Turn over command to Recovery Manager
- ☐ Schedule Incident Debriefing
- ☐ Assist with the development of a final AAR
- ☐ Approve final AAR
 - REPORT - AFTER ACTION REPORT See **Appendix F**



- ☐ Turn in completed job aids, forms, and notes to Documentation Unit



C.3.2 Public Information Officer

Responsible for providing news and information on the emergency / disaster to the media, the public, all departments and required agencies

ELEMENTS INCLUDE:

- 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
- Develop the format for press conferences, in conjunction with the EOC Director
- Maintain a positive relationship with the media representatives
- Supervise the Public Information Branch

Reports To:

EOC Director

Reports:

Public information staff if assigned

Plans and Reports:

- Action Plan – Provides input

Forms and Guides:

- POSITION JOB AID
- ICS-205 EMERGENCY COMMUNICATIONS
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG
- DISASTER ASSISTANCE DIRECTORY
- PRESS AND MEDIA RELEASES
- MEDIA BRIEFING SCHEDULE

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211



- FORM ICS-205

- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station to ensure readiness
- ☐ Wear identification vest and read over Job Aid
- ☐ Receive situation, section and position briefings from available and appropriate personnel
- ☐ Maintain concise records of position activities

- FORM ICS-214

- ☐ Determine staffing requirements and make required personnel assignments for the Public Information function to the Personnel Unit in Logistics

Response:

- ☐ Obtain policy guidance from the EOC Director regarding media releases
- ☐ Keep the EOC Director advised of all unusual requests for information and of all major critical or unfavorable media comments
- ☐ Recommend procedures or measures to improve media relations
- ☐ 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
- ☐ Maintain up-to-date status boards and other references at the Media or Joint Information Center.
- ☐ Provide adequate staff to answer questions from members of the media
- ☐ 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
- ☐ 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
- ☐ At the request of the EOC Director, prepare media briefings and press releases for members of the agencies or City Policy Group
- ☐ Provide other assistance as necessary to facilitate their participation in media briefings and press conferences

- FORM - PRESS RELEASE

- ☐ 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
- ☐ Provide appropriate staffing and telephones to efficiently handle incoming media and public calls
- ☐ Prepare, update, and distribute to the public a Disaster Assistance Information Directory, which contains locations to obtain food, shelter, supplies, health services, etc.
- ☐ 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
- ☐ Ensure that file copies are maintained of all information released
- ☐ Provide copies of all press releases to the EOC Director for approval
 - FORM - PRESS RELEASE
- ☐ Prepare final press releases and advise media representatives of points-of-contact for follow-up stories

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM POSITION JOB AID
 - FORM CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached

Demobilization and Termination:

- ☐ 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
- ☐ Alongside EOC Director and Liaison Officer, make emergency termination notifications to City Council, Response Partners, Community and Operational Area



C.3.3 EOC Coordinator / Security Officer

Responsible for supporting the EOC Director and providing services for the overall effective functioning of the EOC. Establishes and enforces security protocols for the EOC and other emergency related facilities to manage access control and protect staff and information.

ELEMENTS INCLUDE:

- Assist and serve as an advisor to the EOC Director and General Staff
- Provide information and guidance related to the internal functions of the EOC
- Ensure compliance with operational area emergency plans and procedures
- Develop lead, and complete AAR

Reports To:

EOC Director

Plans and Reports:

- ALL PLANS
- ALL REPORTS

Forms and Guides:

- ALL FORMS
- POSITION JOB AIDS
- ALL GUIDES

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST
- RADIO

Activation:

EOC Coordinator

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station to ensure readiness
- ☐ Wear identification vest and read over Job Aid
- ☐ Brief incoming EOC Section personnel prior to their assuming their duties. Briefings should include:
 - Current situation assessment
 - Identification of specific job responsibilities
 - Identification of co-workers within the job function and/or geographical assignment
 - Availability of communications



- Location of work area
- Identification of eating and sleeping arrangements as appropriate
- Procedural instructions for obtaining additional supplies, services and personnel
- Identification of operational period work shifts
- ☐ Receive situation, section and position briefing from available and appropriate personnel
- ☐ Activate Department Emergency Voicemail
- ☐ Ensure readiness to maintain concise records of position activities
 - FORM ICS-214
- ☐ Assist the EOC Director in determining appropriate staffing for the EOC
 - FORM ICS-207
- ☐ Provide assistance and information regarding section staffing to all general staff

Security Officer

- ☐ Determine necessary procedures and staffing to provide a secure work environment for EOC staff
- ☐ Provide policy for credentialing to gain access to the EOC

Response:

EOC Coordinator

- ☐ Assist the EOC Director and the General Staff in developing overall strategic objectives as well as section objectives for the EOC Action Plan
 - FORM ICS-202
 - PLANNING P See **Appendix E**
- ☐ 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
 - PLANNING P See **Appendix E**
- ☐ Provide overall procedural guidance to General Staff
- ☐ Provide general advice and guidance to the EOC Director
- ☐ Ensure that all appropriate notifications are made to same and one level higher EOCs (Contra Costa Operational Area)
- ☐ Ensure that all communications with appropriate emergency response agencies are 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 - ICS-209 or REPORT SITUATION STATUS
 - FORM - PRESS RELEASE
- ☐ Ensure that EOC personnel are properly maintaining all documentation



- ☐ Facilitate and attend periodic briefing sessions conducted by the EOC Director
- ☐ Monitor performance of EOC personnel for signs of stress or under-performance; advise EOC Director of conditions
- ☐ Assist the Liaison Officer with coordination of all EOC visits
- ☐ Aid with shift change activity

Security Officer

- ☐ Coordinate with law enforcement for the security of the EOC, the personnel working in the EOC, and the adjacent parking areas
- ☐ Keep the EOC Director advised of security issues and potential solutions

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM POSITION JOB AID
 - FORM CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ Clean up your work area before you leave
- ☐ Provide a forwarding phone number where you can be reached
- ☐ Lead the development of the AAR



C.3.4 Liaison / Safety Officer

Responsible for supporting other Agency Representatives assigned to the EOC and handling requests from other agencies for sending City liaison personnel to other EOCs. Ensures that all facilities used in support of EOC operations have safe operating conditions and EOC activities are conducted in a safe manner.

ELEMENTS INCLUDE:

- Coordinate with Agency Representatives assigned to the EOC and handle requests from other agencies for sending liaison personnel to other EOCs
- Function as a central location for incoming Agency Representatives, provide workspace, and arrange for support as necessary
- Interact with other sections and branches / groups / units within the EOC to obtain information, assist in coordination, and ensure the proper flow of information
- Ensure that all developed guidelines, directives, action plans, and appropriate situation information is disseminated to Agency Representatives
- Ensure that all facilities used in support of EOC operations have safe operating conditions (building, parking lots, etc.)
- Responsible for identifying and mitigating safety hazards and situations of potential City / Agency liability during EOC operations (coordinate with Comp/Claims Unit)
- Stop or modify all unsafe operations in the EOC

Reports To:

EOC Director

Plans and Reports:

- CITY EOP (FOR LIAISONS)
- CURRENT EOC ACTION PLAN (FOR LIAISONS)

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATIONS LIST
- ICS-208 SAFETY MESSAGE
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG
- ICS-215A SAFETY ANALYSIS

Technology:

- LAPTOP
- PHONE

Tools:

- WORKSTATION
- POSITION BINDER



- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station 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

Liaison Officer:

- ☐ Arrange for VIP tours and coordinate with the PIO and Field Incident Commanders
- ☐ Contact all on-site Agency Representatives. Make sure:
 - They have signed into the EOC
 - They understand their assigned function
 - They know their work location
 - They understand the EOC organization and floor plan (provide both)
- ☐ Determine if outside liaison is required with other agencies such as:
 - Local / county / state / federal agencies
 - Schools
 - Volunteer organizations
 - Private sector organizations
 - Utilities not already represented
- ☐ Determine status and resource needs and availability of other agencies
- ☐ Brief Agency Representatives on current situation, priorities and EOC Action Plan
- ☐ Request Agency Representatives contact their agency, determine level of activation of agency facilities, and obtain any intelligence or situation information that may be useful to the EOC
- ☐ Notify and coordinate with adjacent jurisdictions on facilities and / or dangerous releases that may impose risk across boundaries
- ☐ Respond to requests for liaison personnel from other agencies
- ☐ Act as liaison with state or federal emergency response officials and appropriate city personnel
- ☐ Determine if there are communication problems in contacting outside agencies. Provide information to the Communications Unit of the EOC Logistics Section
- ☐ Know the working location for any Agency Representative assigned directly to a branch / unit
- ☐ Compile list of Agency Representatives (agency, name, EOC phone) and make available to all Section and Branches / Groups / Units
- ☐ Respond to requests from Sections, Branches and Units for Agency information. Direct requests to appropriate Agency Representatives
- ☐ Provide periodic update briefings to Agency Representatives as necessary



Safety Officer:

- ☐ Tour the entire EOC facility and evaluate conditions
- ☐ Advise the EOC Director of any conditions and actions that might result in liability (unsafe layout or equipment set-up, etc.)
- ☐ Study the EOC facility and document the locations of all fire extinguishers, emergency pull stations, and evacuation routes and exits
 - FORM ICS-215A
- ☐ Be familiar with particularly hazardous conditions in the facility; take action when necessary
- ☐ Prepare and present safety briefings for the EOC Director and General Staff at appropriate meetings.
 - FORM ICS-208
- ☐ If the event that caused activation was an earthquake, provide guidance regarding entry and use of the EOC facility and 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; take action 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:

- ☐ Provide turnover briefing to position replacement. Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.
 - FORM POSITION JOB AID
 - FORM CURRENT FORM ICS-214
- ☐ Provide list of other Agency Representatives assigned to the EOC and City liaisons assigned to other agencies
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached.
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan
- ☐ Release agency representatives that are no longer required in the EOC when authorized by the EOC Director
- ☐ Collect any documentation from agency representatives that would be relevant for the after-action report
- ☐ Complete all required forms, reports, and other documentation
- ☐ Provide all completed documentation to the Documentation Unit, prior to departure
- ☐ Clean up work area before you leave



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- ☐ Provide a forwarding phone number where you can be reached
- ☐ Be prepared to provide input to the after-action report



C.3.5 Legal Advisor

Responsible for advising the Policy Group, EOC Director, and the Management and General Staff on the legality and/or legal implications of contemplated emergency actions and policies (reference the California Emergency Services Act, Stafford Act, etc.). 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.

ELEMENTS INCLUDE:

- Provide legal counsel to the Emergency Services Director / EOC Director and all City / Agency Staff in legal matters pertaining to emergency response and recovery
- Assist in the preparation of proclamations, ordinances, and other legal documents; and maintains the City's / Agency's legal records and reports

Reports To:

EOC Director

Plans and Reports:

- EOC Action Plan - Shares with relevant stakeholders. Not responsible for development

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATIONS LIST
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG
- PROCLAMATION RESOLUTION
- GUIDES – CITY ORDINANCES, COUNTY AND STATE CODE, 42 U.S.C. 5121 (STAFFORD ACT AS AMENDED)

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station 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 ICS-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
- Provide technical knowledge of jurisdictional authorities
 - GUIDE - LEGAL AUTHORITIES
- Develops emergency rules, regulations and laws required for acquisition and/or control of critical resources

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM POSITION JOB AID
 - FORM CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.6 Operations Section Chief

Responsible for supervising the Operations Section and directing the management and coordination of all EOC related operational functions

ELEMENTS INCLUDE:

- Ensure that the Operations Function is carried out including coordination of activities for all operational functions assigned to the EOC
- Direct accomplishment of operational objectives and assignments identified in the EOC Action Plan
- Establish the appropriate level of branch and unit organizations within the Operations Section
- Ensure Contra Costa County Fire Protection District personnel respond to the EOC to serve as Fire and Rescue Branch Director and other positions as needed
- Exercise overall responsibility for the coordination of Branch and Unit activities within the Operations Section
 - FORM ICS-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

Reports To:

EOC Director

Reports:

- Law Enforcement Branch
- Fire and Rescue Branch
- Public Works / Utilities Branch
- Building and Engineering Branch
- Damage Assessment Unit
- Care and Shelter / ADA/AFN/ Animals Branch
- Emergency Medical / Hazardous Materials Branch

Plans and Reports:

- EOC Action Plan – Supports development

Reports:

- FIREFIGHTING STATUS
- HAZMAT STATUS
- MASS CARE STATUS
- PUBLIC WORKS STATUS
- UTILITY STATUS



Forms and Guides:

- POSITION JOB AID
- RESOURCE REQUEST
- ICS-205A COMMUNICATION LIST
- ICS-209 INCIDENT STATUS SUMMARY
- ICS-211 CHECK-IN LIST
- ICS-213 RESOURCE REQUEST
- ICS-214 ACTIVITY LOG
- ICS-215 OPERATIONAL PLANNING WORKSHEET

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station 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 ICS-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
- ☐ Activate organizational elements within your EOC Section as needed and designate leaders for each element or combination of elements:
 - Fire / Rescue Branch
 - Medical / Hazardous Materials Branch
 - Law Enforcement / Coroner Branch
 - Public Works Branch
 - Care and Shelter /ADA/AFN / Animals Branch
 - Building and Safety Branch
- ☐ Request additional personnel for the EOC Section to maintain a 24-hour operation as required
- ☐ Inform the EOC Director and General Staff when your Section is fully operational
- ☐ Review responsibilities of Branches/Groups/Units in your Section. Develop plans for carrying out all responsibilities



- ☐ Prepare work objectives for EOC Section staff and make staff assignments
- ☐ Meet with Planning / Intelligence Section Chief and obtain a preliminary situation briefing
- ☐ Determine 24-hour staffing requirements and request additional support as required. Request additional personnel for the Section as necessary for 24-hour operation.
- ☐ Determine if there are mutual aid requests for these functional areas. Initiate coordination with appropriate mutual aid systems as required
- ☐ Obtain a current communications status briefing from the Communications Branch Coordinator in Logistics
- ☐ Ensure that there is adequate equipment and radio frequencies available as necessary for the section
- ☐ 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 Chief to determine the need for any Technical Specialists
- ☐ Establish radio or phone communications with Department Operations Centers (DOCs), and/or with Incident Commander(s) and the Operational Area as directed, and coordinate accordingly
- ☐ 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
- ☐ Adopt a proactive 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 ICS-209, Reports:
 - 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 ICS-215
- ☐ Attend and participate in EOC Director's Action Planning meetings
- ☐ Provide the Planning / Intelligence Section Chief with the Operations Section's objectives prior to each Action Planning meeting
- ☐ Work closely with each Branch Coordinator to ensure that the Operations Section objectives, as defined in the current Action Plan, are being addressed
- ☐ Ensure that the branches coordinate all resource needs through the Logistics Section
 - FORM ICS-213 RESOURCE REQUEST
- ☐ Ensure that intelligence information from Branch Coordinators is made available to the Planning/Intelligence Section in a timely manner
- ☐ Ensure that fiscal and administrative requirements are coordinated through the Finance/Administration Section (notification of emergency expenditures and daily time sheets)
- ☐ Inform the EOC Director on all major incidents
- ☐ Complete a Major Incident Report for all major incidents; forward a copy to the Planning/Intelligence Section
- ☐ Brief Branch Coordinators periodically on any updated information you may have received. Share status information with other sections as appropriate

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period.
 - FORM POSITION JOB AID
 - FORM CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan



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- ☐ Complete all required forms, reports, and other documentation
- ☐ Provide all completed documentation to the Documentation Unit, prior to your departure
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.7 Law Enforcement Branch

Responsible for alerting and notifying the public of the pending or existing emergency and activating public warning systems. They coordinate movement and evacuation operations, law enforcement, and traffic control operations, and provide for security at incident facilities. coordinates incoming law enforcement mutual aid resources and assume responsibility as necessary for Fatalities Management, if the County Coroner is delayed in responding

ELEMENTS INCLUDE:

- Supervise the Law Enforcement Branch
- 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 Law Enforcement Mutual Aid requests from emergency response agencies through the Law Enforcement Mutual Aid Coordinator at the Operational Area EOC

Reports To:

Operations Section Chief

Plans and Reports:

EOC Action Plan – Aids development

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG
- PUBLIC SAFETY STATUS

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Check work station to ensure readiness
- ☐ Wear identification vest and read over Job Aid



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- ☐ Receive situation, section and position briefing from available and appropriate personnel
- ☐ Notify Watch Commander of status
- ☐ Ensure readiness to maintain concise records of position activities
 - FORM ICS-214
- ☐ Based on the situation, activate the necessary Units within the Law Enforcement Branch
- ☐ 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 Chief 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
- ☐ Direct field units to report pertinent information (casualties, damage observations, evacuating status, radiation levels, chemical exposure, etc.) to the appropriate EOC Operations Branch
- ☐ Ensure that field units begin safety / damage assessment survey of critical facilities and report status information to the EOC Planning / Intelligence Section through the EOC Operations Section
- ☐ Provide the Operations Section Chief 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 Chief 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

Evacuation:

- ☐ In coordination with Fire and Rescue Branch designate area to be warned and/or evacuated
- ☐ Establish emergency traffic routes in coordination with the Public Works Branch
- ☐ Coordinate with the EOC Public Works Branch traffic engineering to determine capacity and safety of evacuation routes and time to complete evacuation
- ☐ Ensure that evacuation routes do not pass through hazard zones



- ☐ Identify alternate traffic routes where necessary; determine traffic and direction control points
- ☐ Establish traffic control points and provide traffic control for evacuation and perimeter control for affected areas
- ☐ Establish evacuation assembly points
- ☐ Coordinate the evacuation of hazardous areas with neighboring jurisdictions and other affected agencies
- ☐ Coordinate with Care and Shelter / ADA/AFN / Animals Branch to open evacuation centers
- ☐ Coordinate with the Public Works Branch for access control and to obtain necessary barricades and signs
- ☐ Place towing services on stand-by to assist disabled vehicles on evacuation routes
- ☐ Through field unit requests, identify persons / facilities that have special evacuation requirements; i.e. disabled, hospitalized, elderly, institutionalized, incarcerated, etc. Check status and evacuate
- ☐ Coordinate with the Transportation Unit of the EOC Logistics Section for transportation
- ☐ Develop the warning / evacuation message to be delivered. At a minimum the message should include:
 - Nature of the emergency and exact threat to public
 - Threat areas
 - Time available for evacuation
 - Evacuation routes
 - Location of shelters / evacuee assistance centers
 - Radio stations carrying instructions and details
- ☐ Coordinate emergency warning and messages with the EOC Director and the PIO. Consider the following dissemination methods:
 - Use the Emergency Alert System (EAS) for local radio and television delivery of warnings. The Police Chief and designated Police Department staff have the authority to request an EAS warning via the Contra Costa Sheriff's Office
 - Notify police units to use loudspeakers and sirens to announce warning messages
 - Determine if helicopters are available and / or appropriate for announcing warnings
 - Use cable TV, local radio stations or local low-power radio stations to deliver warning or emergency messages upon approval of the EOC Director
 - Use volunteers, reserves and other city personnel as necessary to help with warnings. Request through the EOC Logistics Section
 - Ensure that Dispatch notifies special facilities requiring warning and / or notification (i.e. hospitals, schools, government facilities, special industries, etc.)
- ☐ Ensure provision of emergency alerts (IPAWS) for people with disabilities and others with access and functional needs



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- ☐ Warn all people with disabilities and others with access and functional needs such as non-English speaking, and hearing and sight impaired persons of the emergency situation/hazard by:
 - Using bilingual employees whenever possible
 - Translating all warnings, written and spoken, into appropriate languages
 - Contacting media outlets (radio/television) that serve the languages you need
 - Utilizing TTY machines and 9-1-1 translation services to contact the deaf
 - Using pre-identified lists of disabled and hearing and sight impaired persons for individual contact
- ☐ Coordinate the evacuation of all prisoners from the jail as necessary; provide transportation of prisoners to an alternate facility.
- ☐ Check vacated areas to ensure that all people have received warnings
- ☐ Implement the evacuation portion of the EOC Action Plan
- ☐ Consider use of city vehicles if threat is imminent. Coordinate use of city vehicles (trucks, vans, etc.) with the Transportation Unit of the EOC Logistics Section. Encourage the use of private vehicles if possible
- ☐ Monitor status of warning and evacuation processes

Security:

- ☐ Coordinate security in the affected areas to protect public and private property
- ☐ Coordinate security for critical facilities and resources
- ☐ Coordinate law enforcement and crowd control services at mass care and evacuation centers of local residents and or from residents from outside the City's jurisdiction
- ☐ Coordinate with the Public Works Branch for street closures and board up of buildings
- ☐ Enforce curfew and other emergency orders, as identified in the EOC Action Plan
- ☐ Request mutual aid assistance through the Law Enforcement Mutual Aid Coordinator
- ☐ Provide access control to damaged areas
- ☐ Provide information to the PIO on matters relative to public safety
- ☐ Ensure that detained inmates are protected from potential hazards. Ensure adequate evacuation, security, relocation, transportation and confinement as necessary
- ☐ Provide vehicle security and parking issues at incident facilities and coordinate security if necessary
- ☐ In coordination with the Fire & Rescue Branch, develop procedures for safe re-entry into evacuated areas
- ☐ Ensure post incident investigation is conducted and documented



Fatalities Management:

- ☐ Coordinate the need for Coroner duties and fatalities management as needed
- ☐ Ensure that Coroner notification has been made to the Contra Costa Operational Area. Determine the expected time of arrival
- ☐ Coordinate the removal and disposition of the dead
- ☐ Continually attempt to contact the County Coroner to advise the condition and needs. Return control of function as soon as possible to that office
- ☐ Establish temporary morgue facilities
- ☐ Coordinate with local morticians for assistance
- ☐ Coordinate with the Supply and Transportation Units of the EOC Logistics Section to arrange for cold storage locations and transportation for temporary body storage
- ☐ Coordinate with the Supply Unit of the EOC Logistics Section for procurement of body bags, tags, gloves, masks, stretchers and other support items
- ☐ Coordinate with Public Works and Fire Branches on removal procedures for bodies within unstable or hazardous structures
- ☐ Advise all personnel involved in remains recovery operations of the specific documentation requirements
- ☐ Ensure that assigned personnel and volunteers are monitored for stress, morale, or psychological problems related to body recovery operations
- ☐ Consider changing shifts at six hours if involved in remains recovery
- ☐ Arrange for Critical Incident Stress Debriefing for all personnel involved in coroner operations through the Supply (Personnel) Unit of the EOC Logistics Section
- ☐ Maintain list of known dead. Maintain a log of remains recovery operations to be provided to the County Coroner as requested or upon conclusion of the emergency
- ☐ Provide assistance to the Coroner in the identification of remains if requested
- ☐ Notify next of kin as advised by the Coroner
- ☐ Provide data on casualty counts to the EOC
- ☐ In a hazardous materials incident, determine if special remains handling procedures will be required to avoid contamination
- ☐ Be prepared to relocate morgue facilities if they are in a potentially hazardous environment areas
- ☐ Assist and coordinate the reburial of any coffins that may be washed to the surface of inundated cemeteries

Animal Care:

- ☐ Provide for rescue, care, shelter, and essential needs to individuals with household pets and service animals; and to the pets and animals themselves



- ☐ Coordinate with animal care agencies and the EOC Care and Shelter / ADA/AFN / Animals Branch for establishing potential shelters for animals per the PETS Act (Public Law 109-308).
- ☐ Take required animal control measures as necessary

Additional Actions for Response to Hazardous Material Release Incidents:

- ☐ Ensure that all personnel remain upwind or upstream of the incident site. This may require repositioning of personnel and equipment as conditions change
- ☐ Notify appropriate local, state, and federal hazard response agencies
- ☐ Support the Unified Command Post as requested
- ☐ Assist in efforts to identify released substances, including locating shipping papers and placards, and contacting as required: County Health, Cal OES, shipper, manufacturer, etc.
- ☐ Consider the need for evacuations of communities potentially affected by the release

Additional Actions in Response to an Air Crash:

- ☐ Notify the Federal Aviation Agency or appropriate military command
- ☐ Request temporary flight restrictions
- ☐ Follow procedures in the fatalities management checklist

Additional Actions in Response to Localized Flooding and Landslides:

- ☐ Notify all units of areas of localized flooding or landslides
- ☐ Set up traffic control and detours around flooded areas or landslides
- ☐ Direct mobile units to warn public of localized flooding and traffic dangers due to flooding. Continue warning as long as needed

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM POSITION JOB AID
 - FORM CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205



Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.8 Fire & Rescue Branch

Responsible for coordinating personnel, equipment and resources committed to fire and search and rescue elements of the incident

ELEMENTS INCLUDE:

- Coordinate the Fire & Rescue Branch activities with the Operational Area
- Coordinate fire and urban search and rescue operations
- Assist Fire and 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 and 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

Reports To:

Operations Section Chief

Plans and Reports:

- FIREFIGHTING STATUS
- SEARCH & RESCUE STATUS

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-209 INCIDENT STATUS SUMMARY
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG
- FIRE DEPLOYED RESOURCES

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM - ICS-211
 - FORM - ICS-205



- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station 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 ICS-214
- ☐ Based on the situation, activate the necessary Units within the Fire & Rescue Branch
- ☐ 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

Response:

- ☐ Obtain and maintain current status on Fire & Rescue missions being conducted in the City
- ☐ Provide the Operations Section Chief and the Planning / Intelligence Section with an overall summary of Fire & Rescue Branch operations periodically or as requested during the operational period
 - FORM ICS-209 or
 - FIREFIGHTING STATUS REPORT
 - SEARCH & RESCUE STATUS
- ☐ Report to the Operational Area Fire and Rescue Coordinator on major problems, actions taken, and mutual aid resources available or needed
- ☐ Request mutual aid resources through proper channels and notify the EOC Operations Section Chief
- ☐ Provide emergency medical care and transportation of injured to care facilities
- ☐ Assist in dissemination of warning to the public
- ☐ Provide fire protection and safety assessment of shelters
- ☐ Ensure that the Windshield Survey assessments are being carried out by field units
- ☐ Implement personnel, equipment, and resources to urban search and rescue operations
- ☐ On a regular basis, complete and maintain the Fire & Rescue Status Report
- ☐ Refer all contacts with the media to the Public Information Branch
- ☐ Ensure that Branch and Unit position logs and other necessary files are maintained

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period



- FORM POSITION JOB AID
- FORM CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.9 Public Works / Utilities Branch

Responsible for evaluating and assessing the safety and condition of roadways, bridges, and other public works infrastructure

ELEMENTS INCLUDE:

- Supervise the Public Works and Utility Units
- 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
- Provide flood-fighting assistance, such as sandbagging, rerouting waterways away from populated areas, and river, creek, or streambed debris clearance

Reports To:

Operations Section Chief

Plans and Reports:

- Public Works Status Report

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station 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 ICS-214



Response:

Public Works:

- ☐ 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
- ☐ Assure that all emergency equipment has been moved from unsafe areas
- ☐ 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
- ☐ Ensure that sources of potable water and sanitary sewage systems are available and protected from potential hazards
- ☐ Develop priorities and coordinate with utility companies for restoration of utilities to critical and essential facilities
- ☐ In coordination with the Law Enforcement Branch, determine status of the Disaster Routes and other transportation routes into and within the affected area
- ☐ Coordinate with the Law Branch to ensure the safety of evacuation routes following a devastating event
- ☐ Determine present priorities and estimated times for restoration. Clear and reopen Disaster Routes on a priority basis
- ☐ Coordinate with the Supply Unit of the EOC Logistics Section for sanitation service during an emergency. Work closely with the Logistics Section to provide other support and material
- ☐ Receive and process all requests for Public Works resources
- ☐ Maintain back-up power in the EOC
- ☐ 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

Water / Utility:

- ☐ Determine the need to staff a task group based on the need for water / power services and secure resources through the Logistics Section
- ☐ Contact the Contra Costa Department of Public Health, local water, electric and gas utility companies, Public Works, Fire Departments, Police Department and other sources to compile situation information including:
 - Estimated duration of systems / outage
 - Geographical area affected
 - Population affected



- Actions taken to restore system
- Resources needed to reactivate system

Water:

- ☐ Determine the cause and extent of water system damage for both potable and fire hydrant systems
- ☐ Determine the emergency potable water needs (quantity and prioritized areas)
- ☐ Notify the Operations Section Chief of the situation and need for mutual aid, and participate in conference calls as requested
- ☐ Contact County Department of Health Services and request situation reports for affected areas (including information on boil water order areas)
- ☐ Evaluate and prioritize potable water needs (quantity / location / duration—minimum two gallons per person per day)
- ☐ In coordination with the EOC Logistics Section, identify and obtain potable water resources. If necessary, recommend the EOC Director request mutual aid to identify and/or obtain water resources.
- ☐ Identify and secure locations for water distribution points (e.g., parks, city facilities, shelters, etc.)
- ☐ In coordination with the EOC Logistics Section, identify and secure staff resources needed to operate water distribution points (if necessary, recommend that the EOC Director request mutual aid to obtain required staff resources)
- ☐ Consult with County Department of Health Services, water utilities and PIO for appropriate public information announcements and media interface
- ☐ Transmit to Finance / Administration Section data on costs incurred in efforts to purchase and distribute potable water

Utility:

- ☐ Determine emergency power needs for critical facilities (outside resources for power generation)
- ☐ Coordinate with local electric and gas utilities for information affecting the City. Gather emergency contact information from each utility that provides service
- ☐ Coordinate with schools, daycare centers, nursing homes, rest homes, hospitals, etc. to take proper precautions and emergency actions during a major power failure
- ☐ Determine the availability of emergency generators. Request mutual aid emergency generators via the Operational Area
- ☐ Coordinate with local planning boards and inspection departments regarding building codes and code enforcement to minimize damages that might occur from a prolonged power failure
- ☐ Conduct safety assessments of critical facilities and the impact of a major power failure these facilities



- ☐ Coordinate with the PIO and local broadcast media to ensure timely and accurate Emergency Alert System (EAS) activation
- ☐ Procure or produce information pamphlets for distribution to the public with assistance from utilities, e.g., "What To Do When the Lights Go Out"
- ☐ Coordinate with the Care and Shelter / ADA/AFN / Animals Branch to activate the American Red Cross, public and private agencies and other non-governmental organizations to implement shelter operations, as appropriate

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM POSITION JOB AID
 - FORM CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.10 Building, Engineering Branch

Responsible for providing engineering services to inspect and assess city and privately-owned buildings, structures and property for safety of occupancy. Reviews City building code after incidents resulting in structural damage to determine performance

ELEMENTS INCLUDE:

- Inspect for re-occupancy of key City facilities by departments responsible for emergency response and recovery
- Provide the engineering support as requested for other EOC Operations Section Branches, i.e., Urban Search and Rescue teams
- Coordinate safety assessments of damage to buildings, structures and property within the City
- Provide safety assessment information and statistics to the Damage Assessment Unit of the EOC Planning / Intelligence Section
- Implement emergency building regulations as determined from performance of structures
- Coordinate investigation of building code performance
- Determine the extent of damage to buildings and structures and developing recommendations for building code changes

Reports To:

Operations Section Chief

Plans and Reports:

- Building Occupancy Status Report

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Ascertain that key Building and Safety Department personnel are in the EOC or have been notified



- ☐ Ensure that all off-duty Building and Safety personnel have been notified of call-back status (when they should report), in accordance with current department emergency procedures
- ☐ Ensure that all Building and Safety personnel have completed status checks on equipment, facilities and operational capabilities

Response:

- ☐ Coordinate with City Public Works Building and Safety Department regarding local jurisdictional needs
- ☐ Activate the Damage / Safety Assessment Unit as needed
- ☐ Survey all local facilities, assessing the damage to such facilities, and coordinating the repair of damage
- ☐ Survey other infrastructure systems, such as local roads, bridges, sewer and water systems within the City
- ☐ Activate the Pittsburgh Safety / Damage Assessment Plan. It should include inspection of the following critical facilities (priority) and other facilities:
 - EOC/DOCs
 - Police stations
 - Fire stations
 - Hospitals*
 - Congregate care facilities (including private schools, convalescent care facilities, board and care facilities, day care centers, etc.)
 - Public schools*
 - Public Works facilities
 - Potential Hazardous Materials facilities, including gas stations
 - Designated shelters
 - Unreinforced masonry buildings
 - Concrete tilt-up buildings
 - Multi-story structures—commercial, industrial and residential
 - Mobile homes/modular structures*
 - Single-family dwellings

*Note: Certain facilities may fall under the jurisdiction of State or County inspectors. These agencies may exercise their jurisdictional authority to inspect these facilities. As a practical matter, there are very few State inspectors available, and they may not be able to respond in a timely manner during the initial stages of the emergency/disaster.

Use a Three Phased Approach to Inspection Based Upon Existing Disaster Intelligence:

- General Area Survey of Structures



- Applied Technology Council-20 (ATC-20¹) Rapid Inspection (ATC Safety Assessment)
 - ATC-20 Detailed Inspection
-
- ☐ Be prepared to start over due to aftershocks if the hazard was an earthquake
 - ☐ Alert and stage safety assessment teams as needed
 - ☐ Arrange for necessary communications equipment from the Communications Unit of the EOC Logistics Section and distribute to all field personnel (e.g., radios, cellular phones, etc.)
 - ☐ Coordinate with the Public Works Branch on immediate post-event issues (i.e., debris removal, demolition, fences, etc.)
 - ☐ After completion of the safety/damage survey, develop a preliminary estimate of the need for mutual aid assistance. Request mutual assistance through the Operations Section Chief
 - ☐ Implement procedures for posting of building occupancy safety status using ATC-20 placard guidelines
 - ☐ Implement a data tracking system to document and report safety assessment information and forward to the Damage Assessment Unit of the Planning / Intelligence Section
 - ☐ Brief all personnel on Departmental emergency operating procedures and assignments
 - ☐ Assess the need to require potentially unsafe structures to be vacated
 - ☐ Provide structural evaluation of mass care and shelter facilities reports to the Care and Shelter / ADA/AFN / Animals Branch. Provide public school inspection reports to the State Architect
 - ☐ Consider establishing an area field site to direct and coordinate safety assessment and inspection teams
 - ☐ Provide policy recommendations to appropriate city officials for:
 - Emergency building and safety ordinances
 - Expediting plan checking and permit issuance on damaged buildings
 - ☐ Coordinate with the PIO to establish public information and assistance hotlines
 - ☐ Consider using 24-hour inspection call-in lines to take damage reports and requests for safety inspections
 - ☐ Direct field personnel to advise property owners and tenants that multiple inspections of damage property will be required by various assisting agencies, including American Red Cross; FEMA; Cal OES; local Building and Safety; insurance carriers and other local, state and federal agencies. If needed, request police escort of safety assessment and inspection personnel

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period

¹ ATC-20: Procedures for Postearthquake Safety Evaluation of Buildings



- FORM POSITION JOB AID
- FORM CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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



C.3.11 Damage Assessment Unit

Responsible for conducting building, structure and property inspections using approved procedures

ELEMENTS INCLUDE:

- Inspect the City's infrastructure
- Collate data to provide an assessment of the impact of the event

Reports To:

Building and Engineering Branch Director

Plans and Reports:

- Building Occupancy Status Report

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Obtain a briefing on the extent of the emergency from the Planning / Intelligence Section Chief
- ☐ Alert and activate structural inspection personnel
- ☐ Recall Building Inspectors as required

Response:

- ☐ Provide City damage information to the Operational Area EOC as directed by the Operations Section Chief
- ☐ Provide for an initial inspection of the entire City and report locations of damaged structures, utilities, roads, signaled traffic-controlled intersections, and facilities
- ☐ Pay particular attention to special use/hazard areas such as government facilities, schools, utilities and other special facilities



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- ☐ Initiate request for mutual aid building inspectors and structural engineers through the Logistics Section Chief
- ☐ Prepare a plan for using Building Inspectors to ensure proper deployment as well as a comprehensive coverage of the damaged area. (Additional Inspectors may be obtained under mutual aid)
- ☐ Prepare the initial damage estimate for the city
- ☐ Collect, record, and calculate the type and estimated value of damage
- ☐ Request volunteer Structural Engineers to assist in the inspection of structures. Provide personnel to act as guides for the engineers
- ☐ Provide, as required, damage assessment teams to survey potential shelter sites after the emergency
- ☐ Provide as required, damage assessment teams to inspect and mark hazardous structures and record damage. City damage records are utilized by state and federal agencies as a basis for federal assistance money
- ☐ Coordinate with utilities, the American Red Cross, and the County on damage assessment
- ☐ Coordinate with all departments for possible information on damage to structures
- ☐ Coordinate with the following groups for field information and Damage Assessment reports:
 - Amateur Radio
 - Caltrans
 - School District
 - PG&E
 - Media Sources

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM POSITION JOB AID
 - FORM CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan



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- ☐ Complete all required forms, reports, and other documentation
- ☐ Provide all completed documentation to the Documentation Unit, prior to your departure
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.12 Care and Shelter / ADA/AFN / Animals Branch

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. Ensures coordination of mass care services to provide for the safety and well-being of household pets and service animals during evacuations and sheltering.

ELEMENTS INCLUDE:

- Identify the care and shelter needs of the community
- Work with the American Red Cross (ARC) to establish shelters as required
- Coordinate with the ARC and other emergency welfare agencies to identify, set up, staff and maintain evacuation centers and mass care facilities for survivors
- Via the media, encourage residents to go to the shelter nearest their residence
- Coordinate animal care, rescue operations and sheltering
- Coordinate pet evacuations with Law Enforcement for people that will not evacuate if they have to leave their pets

Reports To:

Operations Section Chief

Plans and Reports:

- Mass Care Status Report

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station to ensure readiness



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Emergency Operations Plan

- ☐ Wear identification vest and read over Job Aid. Receive situation, section and position briefing from available and appropriate personnel
- ☐ Ascertain that key Care and Shelter / ADA/AFN / Animals Branch personnel are in the EOC or have been notified
- ☐ Ensure that all Care and Shelter / ADA/AFN / Animals Branch personnel have completed status check on equipment, facilities and operational capabilities
- ☐ Ensure readiness to maintain concise records of position activities
 - FORM ICS-214

Response:

- ☐ If the EOC is activated, contact the ARC and request a liaison for City EOC
- ☐ In coordination with the other Operations Branches, identify the Care and Shelter / ADA/AFN / Animals Branch needs of the community
- ☐ Determine the need for opening evacuation centers or mass care shelters
- ☐ Identify and prioritize which pre-identified shelter sites will be used and determine their availability
- ☐ Following an earthquake and after each significant aftershock, ensure that a Building Inspector has inspected each shelter site prior to occupancy
- ☐ In conjunction with the ARC, ensure shelter management teams are organized and facilities are ready for occupancy, meeting all health, safety and ADA standards
- ☐ Assist the ARC to ensure adequate food supplies, equipment and other supplies to operate mass care facilities. Coordinate procurement and distribution through the ARC or the Food Unit of the EOC Logistics Section if requested by ARC
- ☐ In conjunction with the ARC, open evacuation centers in low risk areas and inform public of locations as required
- ☐ In conjunction with the ARC, manage Care and Shelter / ADA/AFN / Animals Branch activities (staffing, registration, shelter, feeding, pertinent evacuee information, etc.)
- ☐ Coordinate with the Supply (Personnel) Unit of the EOC Logistics Section to contact volunteer agencies and recall City staff to assist with mass care functions including basic first aid, shelter and feeding of evacuees and sanitation needs
- ☐ Coordinate with the Pittsburgh Care and Shelter / ADA/AFN / Animals Branch for sheltering of residential care and people with disabilities and, others with access and functional needs populations
- ☐ Coordinate with the ARC and other volunteer agencies for emergency mass feeding operations
- ☐ Provide and maintain feeding areas within the shelter that are free from contamination and meet all health, safety, and ADA standards



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- ☐ Coordinate with the Operational Area Care and Shelter / ADA/AFN / Animals Branch, the ARC, other volunteer organizations, and private sector if mass feeding or other support is required at spontaneous shelter sites (e.g. in parks, schools, etc.)
- ☐ Coordinate with the Communications Unit of the EOC Logistic Sections to provide communications where needed to link mass care facilities, the EOC, and other key facilities
- ☐ Coordinate with the EOC Logistics Section for the care of pets of the evacuated or sheltered people
- ☐ Coordinate with the Transportation Unit of the EOC Logistics Section for the transportation of evacuated people to the shelter(s)
- ☐ Ensure shelter managers make periodic activity reports to the EOC including requests for delivery of equipment and supplies, any City expenditures, damages, casualties and numbers and types of persons sheltered. The reporting period will be determined by the Operations Section
- ☐ Coordinate with animal care agencies and the EOC Logistics Section for evacuation of and potential shelters for animals per the PETS Act. Take required animal control measures as necessary
- ☐ Coordinate with the EOC Logistics Section in the evacuation and relocation or shelter-in-place of any mass care facilities, which may be threatened by any hazardous condition
- ☐ Coordinate with the ARC in relocating and closing of shelter operations. Coordinate with adjacent communities if needed
- ☐ In coordination with the ARC, activate an inquiry registry service to reunite families and respond to inquiries from relatives or friends.
- ☐ Assist the ARC with the transition from operating shelters for displaced persons to separate family/individual housing
- ☐ Complete and maintain the Care and Shelter / ADA/AFN / Animals Branch Status Report Form
 - REPORT MASS CARE STATUS
- ☐ Refer all contacts with the media to the Public Information Officer

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM POSITION JOB AID
 - FORM CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205



Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.13 Emergency Medical / Hazardous Materials Branch

Responsible for providing oversight and management for the Medical Health Branch and supporting health response aspects of hazardous material activities

ELEMENTS INCLUDE:

- Coordinate the provision of emergency medical care
- Activate Mass Casualty operations
- Determine the status of medical facilities within the affected area
- Coordinate hazardous materials operations with the Operational Area
- Implement that portion of the EOC Action Plan appropriate to the Emergency Medical/Hazardous Materials Branch
- Determine the scope of hazardous materials incidents throughout the City and in the Operational Area
- Assist in mobilizing hazardous materials teams at the request of DOCs or Incident Commander(s)
- Request assistance from and/or provide hazardous materials support as required to Operational Area Emergency Response Agencies consistent with established priorities and objectives
- Ensure that deployed teams are provided with adequate support

Reports To:

Operations Section Chief

Plans and Reports:

- HAZARDOUS MATERIAL REPORT

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)



- ☐ Check work station to ensure readiness
- ☐ Wear identification vest and read over Job Aid
- ☐ Obtain initial briefings from incident command post(s) or DOC
- ☐ Maintain contact with established DOCs and work/control/dispatch centers to coordinate resources and response personnel
- ☐ Direct field units to report pertinent information (mass casualties, damage observations, evacuation status, radiation levels, chemical exposures, etc.) to the appropriate EOC Operations Branch

Response:

- ☐ Manage and supervise the Emergency Medical/Hazardous Materials Branch
- ☐ Continuously monitor the organizational effectiveness and modifies as necessary
- ☐ Ensure coordination of hospitals, health units, continuing care, mental health, and environmental health within the City
- ☐ Ensure all Medical / Hazardous Materials Branch resources are tracked and accounted for in cooperation with the Planning Section Resource Unit, as well as resources ordered through mutual aid
- ☐ Ensure the Medical / Hazardous Materials Branch function is carried out
- ☐ Meet 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
- ☐ Estimate need for fire medical and hazardous materials mutual aid
- ☐ Deploy personnel, equipment, and resources for emergency medical and/or hazardous materials operations
- ☐ Coordinate with the Contra Costa County Department of Public Health on all public health matters, emergencies and incidents
- ☐ Implement Point of Dispensing operations when directed by the Contra Costa County Department of Public Health
- ☐ Request mutual aid resources through proper channels and notify the EOC Operations Section Chief:
 - Order all fire medical or hazardous materials resources through the Fire & Rescue Mutual Aid Coordinator located at the Contra Costa Operational Area EOC
 - Order all other resources through the Logistics Section
- ☐ Assist in dissemination of public health warning to the public
- ☐ Provide emergency medical care for people in shelters
- ☐ Determine if current and forecasted weather conditions will complicate hazardous material releases, major medical incidents, and/or other potential problems



- ☐ Review and approve accident and medical reports originating within the Fire Branch

Additional Actions in Response to Hazardous Material Incidents:

- ☐ Alert emergency responders to the dangers associated with hazardous materials and fire (Reference Contra Costa County Hazardous Materials Area Plan)
- ☐ Support hazardous materials response operations
- ☐ Coordinate with the Fire Department, the Certified Unified Program Agency (CUPA) for the City, for hazardous materials requirements
- ☐ Provide support for radiation monitoring and decontamination operations (Reference Contra Costa County Hazardous Materials Area Plan)
- ☐ If requested by Incident Commander, contact private vendors/contractors, who are responsible for emergency response plans under the federal Transportation of Dangerous Goods Act, Section 7

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM POSITION JOB AID
 - FORM CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.14 Planning/Intelligence Section Chief

Responsible for the performance of the Planning / Intelligence Section including collecting, analyzing and displaying situation information, preparing situation reports, Initiating and documenting the EOC Action Plan and AAR, and planning for long term response and advanced planning

ELEMENTS INCLUDE:

- Lead and direct the Planning / Intelligence Section
- Collect, analyze, and display situation information
- Prepare periodic Situation Report
- Prepare and distribute the EOC Action Plan and facilitate the Action Planning meeting
- Conduct Advance Planning activities and reporting
- Provide technical support services to the various EOC sections and branches, and document and maintaining files on all EOC activities
- In coordination with the other Section Chiefs, ensure that Status Reports are completed and utilized as a basis for and the EOC Action Plan.
- Keep the EOC Director informed of significant issues affecting the Planning / Intelligence Section

Reports To:

EOC Director

Reports:

- RESOURCE STATUS UNIT
- SITUATION UNIT
- DOCUMENTATION UNIT
- MEDIA MONITORING UNIT
- GIS UNIT

Plans and Reports:

- EOC ACTION PLAN/ OVERSEE DEVELOPMENT AND OVERSIGHT
- ADVANCE PLANS/ OVERSEE DEVELOPMENT
- OPERATION SECTION REPORTS/ OVERSEES COMPLITATION & DISTRIBUTION
- CITY AFTER ACTION REPORT/ SUPPORTS DEVELOPMENT

Forms and Guides:

- POSITION JOB AID
- FORM ICS-201
- FORM ICS-202
- FORM ICS-205
- FORM ICS-207
- FORM ICS-208



- FORM ICS-211
- FORM ICS-213
- FORM ICS-215
- FORM ICS-215A
- FORM ICS-230

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station 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 ICS-214
- ☐ 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
- ☐ Request additional personnel for the Section as necessary to maintain a 24-hour operation
- ☐ Establish contact with the Operational Area EOC when activated. Coordinate Situation Analysis Reports with their Planning / Intelligence Section
 - FORM ICS-209
 - REPORT - SITUATION STATUS
- ☐ Meet with Operations Section Chief; obtain and review any major incident reports. Review responsibilities of units in the section; develop plans for carrying out all responsibilities
- ☐ Make a list of key issues to be addressed by Planning / Intelligence; in consultation with section staff
- ☐ Identify objectives to be accomplished during the initial Operational Period
 - FORM ICS 209
- ☐ Keep the EOC Director informed of significant events
- ☐ Adopt a proactive attitude, thinking ahead and anticipating situations and 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 Summary Report
- ☐ Ensure that major incident reports and status reports are completed by the Operations Section and are accessible by the Planning / Intelligence Section
- ☐ 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 ICS-209
 - 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 ICS-201
- ☐ Facilitate the EOC Director's Action Planning meetings approximately two hours before the end of each operational period
 - FORM ICS-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 (See Appendix E)
 - FORM ICS-201
 - FORM ICS-202
 - FORM ICS-205A
 - FORM ICS-207
 - FORM ICS-208
 - FORM ICS-211
 - FORM ICS-213
 - FORM ICS-215
 - FORM ICS-215A
 - FORM ICS-230
 - 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



- ☐ 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
- ☐ 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

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM POSITION JOB AID
 - FORM CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - ICS-211
 - ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.15 Resource Status / Advanced Planning / Technical Unit

Responsible for tracking and maintaining the status and location of all incident resources including personnel, teams, equipment and transportation. Leads planning processes for complex incidents spanning multiple operational periods and/or requiring recovery operations.

ELEMENTS INCLUDE:

- Track and documenting resources including personnel, critical resources, transportation and support equipment.
- Coordinate closely with all units in the Logistics Section, particularly Supply / Procurement Unit, Personnel Unit, and Transportation Unit
- Conduct planning processes beyond the current operational period

Reports To:

Planning Section Chief

Plans and Reports:

- REPORT EOC ACTION PLAN
- REPORT RESOURCE TRACKING FORM

Forms and Guides:

- POSITION JOB AID
- ICS-205A COMMUNICATION LIST
- ICS-207 ORGANIZATION CHART
- ICS-211 CHECK-IN LIST
- ICS-213 RESOURCE REQUEST
- ICS-214 ACTIVITY LOG
- ICS-215 OPERATIONAL PLANNING WORKSHEET

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM – ICS-211
 - FORM – ICS-205
- ☐ Assist with EOC Set-up (f not already fully set-up)
- ☐ Check work station 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 – ICS-214

Response:

- ☐ Attend the Tactics/Strategy meeting (led by the Operations Section Chief) to complete the Operational Planning Worksheet
 - FORM ICS-215
- ☐ Complete resource request for personnel, supplies, services, and equipment – as determined from the Operational Planning Worksheet developed during the Tactics/Strategy meeting
 - FORM ICS-213
- ☐ Verify proper check-in and check-out of personnel in the EOC using a Recorder
 - FORM ICS-211
- ☐ Provides resource information to the Situation Analysis Unit, Demobilization Unit, and Logistics Section
 - FORM ICS-209
- ☐ Assist in preparation of Organization Charts and post in the EOC
- ☐ Establish contact with the command post, DOCs, Operational Area EOC Resource Tracking Units, and other outside agencies as required, to coordinate information sharing procedures to include:
 - New purchases / rentals
 - New volunteers / personnel
 - New donations
 - New supplies / equipment / facilities
 - Location of in route resources and estimated time of arrival
 - Current status of deployed resources
- ☐ Confirm resource status boards are established. Coordinate resource status / location boards and update information sharing procedures
- ☐ Update GIS products to indicate locations and status of EOC resources as required
- ☐ Maintain a master list that captures date and time resources were acquired, type and category of acquired resources per NIMS typing guidelines, quantity, status / condition, destination and estimated time of arrival
- ☐ Archive all Resource Status / Location reports for use in developing AARs
- ☐ Provide final reports to the Documentation Unit, Recovery and Reconstruction Unit Leader, and Cost Unit detailing total assets deployed and post-emergency status

Advanced Planning Duties:

- ☐ Identify issues to be prioritized by the EOC Director on restoration of City essential services



- ☐ Be alert for opportunities to implement actions to alleviate/remedy previous zoning practices that have caused incompatible land uses
- ☐ Maintain contact with Contra Costa Operational Area, Cal OES, and FEMA sources for advice and assistance in obtaining maximum eligible funds for disaster costs
- ☐ In coordination with the Building and Engineering Branch of the EOC Operations Section:
 - Establish criteria for temporary entry of posted buildings so owners/occupants may retrieve business or personal property
 - Establish criteria for re-occupancy of posted buildings. Posting includes, as a minimum, the categories of inspected, restricted access and unsafe buildings
 - Establish criteria for emergency demolition of buildings/structures that are considered to be an immediate and major danger to the population or adjacent structures
 - Ensure that buildings considered for demolition that come under “Historical Building” classification follow the special review process
- ☐ Develop an EOC Demobilization Plan detailing specific responsibilities and release priorities and procedures; submit for approval Coordinate demobilization with EOC personnel
- ☐ Monitor ongoing resource needs, consult with EOC personnel to identify surplus resources and track probable release time
- ☐ Evaluate logistics and transportation capabilities to support demobilization
- ☐ Distribute approved EOC Demobilization Plan
- ☐ With Section Chiefs, develop a plan for initial Recovery Operations
- ☐ Develop the EOC organization for transition to Recovery Operations

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM POSITION JOB AID
 - FORM CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached.
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan



City of Pittsburgh
Emergency Operations Plan

- ☐ Complete all required forms, reports, and other documentation
- ☐ Provide all completed documentation to the Documentation Unit, prior to your departure
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.16 Situation Status Unit

Responsible for the collection, evaluation, organization, analysis, and display of incident status and situation information; and for compiling Department Status Reports

ELEMENTS INCLUDE:

- Collect, organize, and analyze 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 the Situation Analysis Unit

Reports To:

Planning Section Chief

Plans and Reports:

- EOC ACTION PLAN - SUPPORT DEVELOPMENT AND DISTRIBUTION
- OPERATION SECTION REPORTS - SUPPORTS COMPLETION & DISTRIBUTION

Forms and Guides:

- POSITION JOB AID
- FORM ICS-202 INCIDENT OBJECTIVES
- FORM ICS-205 COMMUNICATION LIST
- FORM ICS-209 INCIDENT STATUS SUMMARY
- FORM ICS-211 CHECK-IN LIST
- FORM ICS-214 ACTIVITY
- GUIDE - PLANNING P **APPENDIX E**
- GUIDE - INFORMATION COLLECTION PLAN **APPENDIX B**

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Check work station 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 - ICS-214
- ☐ Contact the Operational Area and local government EOCs in the operational area and establish a schedule for obtaining situation reports
- ☐ Ensure there are adequate staff available to collect and analyze incoming information.
- ☐ Maintain the Situation Analysis Report and facilitate the Action Planning process
 - FORM ICS-209
 - REPORT - SITUATION STATUS
 - GUIDE – PLANNING P **APPENDIX E**
 - GUIDE - INFORMATION COLLECTION PLAN **APPENDIX B**
- ☐ Prepare Situation Analysis Unit objectives for the initial Action Planning meeting
 - FORM ICS-202

Response:

- ☐ Oversee the collection and analysis of all emergency related information
- ☐ Oversee the preparation and distribution of the Situation Report
- ☐ Coordinate with the Documentation Unit for manual distribution and reproduction as required
 - FORM ICS-209
 - REPORT SITUATION STATUS
- ☐ Ensure that each EOC Section provides the Situation Analysis Unit with Status Reports on a regular basis
- ☐ Develop sources of information and assist the Planning / Intelligence Section Chief in collecting, organizing and analyzing data to provide situational awareness
 - GUIDE - INFORMATION COLLECTION PLAN **APPENDIX B**
- ☐ Prepare required Operational Area reports. Obtain approval from the Planning / Intelligence Section Chief and transmit to the Operational Area
- ☐ Coordinate with the GIS Unit to develop displays of incident geographic information and data
- ☐ Meet with the Public Information Officer to determine the best method for ensuring access to current media information.
- ☐ Prepare a situation summary for the EOC Action Planning meeting
 - FORM ICS-209
 - REPORT – SITUATION STATUS
- ☐ Ensure each Section provides their objectives at least 30 minutes prior to each Action Planning meeting
- ☐ In preparation for the Action Planning meeting, ensure that all EOC objectives are posted on charts



- ☐ Ensure the meeting room is set up with appropriate equipment and materials (easels, markers, situation analysis reports, etc.).
- ☐ Following the meeting, ensure that the Documentation Unit publishes and distributes the EOC Action Plan prior to the beginning of the next operational period
- ☐ Ensure that adequate staff are assigned to maintain all maps, status boards and other displays

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM POSITION JOB AID
 - FORM CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.17 Documentation Unit / Message Center

Responsible for maintaining complete documentation of the emergency. This includes damage assessment reports, EOC action reports, after action and corrective action reports, Unit Logs and meeting agendas and notes.

ELEMENTS INCLUDE:

- Supervise the Documentation Unit
- 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 AAR

Reports To:

Planning Section Chief

Plans and Reports:

- EOC ACTION PLAN/ SUPPORT DEVELOPMENT AND DISTRIBUTION
- OPERATION SECTION REPORTS/ SUPPORTS COMPILATION AND DISTRIBUTION

Forms and Guides:

- POSITION JOB AID
- FORM ICS-201
- FORM ICS-202
- FORM ICS-205
- FORM ICS-207
- FORM ICS-208
- FORM ICS-211
- FORM ICS-213
- FORM ICS-215
- FORM ICS-215A
- FORM ICS-230

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST



Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Check work station 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 ICS-214

Response:

- ☐ Establish and maintain a position log and other necessary files
- ☐ Meet with the Planning / Intelligence Section Chief to determine what EOC materials should be maintained as official records
- ☐ 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 ICS-207
 - FORM ICS-205
- ☐ Reproduce and distribute the Situation Reports and Action Plans. Ensure distribution is made to the Operational Area EOC
 - FORM ICS-209
 - REPORT - SITUATION STATUS
 - FORM ICS-201
 - FORM ICS-202
 - FORM ICS-205A
 - FORM ICS-207
 - FORM ICS-208
 - FORM ICS-211
 - FORM ICS-213
 - FORM ICS-215
 - FORM ICS-215A
 - FORM ICS-230
 - 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



- ☐ Ensure distribution and use of message center forms to capture a written record of actions requiring application of resources, requests for resources or other directions/information requiring use of the message center form
- ☐ Ensure the development of a filing system to collect, log and compile copies of message center forms according to procedures approved by the Planning / Intelligence Section Chief
- ☐ Identify and establish a “runner” support system for collecting, duplicating journals, logs and message center forms throughout the EOC
- ☐ Operate the EOC Message Center
- ☐ Deliver messages throughout the EOC and retain copies for documentation
- ☐ Ensure all messages are composed on a hard copy message form

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM POSITION JOB AID
 - FORM CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.18 Media Monitoring Unit

Responsible for a diverse group of tasks, including gathering photos/videos, monitoring print, electronic and social media and conducting rumor control functions. Provides intelligence from all media sources.

ELEMENTS INCLUDE:

- Monitor media and social media
- Identify and manage rumors
- Gather intelligence

Reports To:

Planning Section Chief

Plans and Reports:

- EOC ACTION PLAN

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Check work station 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 ICS-214

Response:

- ☐ Monitor all media sources for incident information
- ☐ Identify and manage rumors
- ☐ Gather and share intelligence from media platforms



- ☐ Take pictures and videos
- ☐ If approved by Section Chief, assist PIO with information dissemination

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM - POSITION JOB AID
 - FORM - CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.19 GIS Unit

Responsible for managing and displaying geo-spatial data to provide incident situational awareness. develops mapping products. creates, acquires, uses and maintains relational data bases to support EOC operations.

ELEMENTS INCLUDE:

- Determine and establish GIS production priorities in conjunction with the Planning Section Chief and Situation Unit
- Convert spatial data 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 goals
- Operate specialized GIS production systems

Reports to:

Planning Section Chief

Plans and Reports:

- EOC ACTION PLAN
- INFORMATION COLLECTION PLAN **APPENDIX B**

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG

Technology:

- LAPTOP
- ARCGIS, GOOGLE EARTH
- GEOSPATIAL DATA BASES

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Check work station 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 ICS-214

Response:

- ☐ Develop 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.
- ☐ Develop sources of information and assist the Planning / Intelligence Section Chief in collecting, organizing and analyzing data from the other EOC sections
- ☐ Provide for an authentication process in case of conflicting status reports
- ☐ Meet with the Planning / Intelligence Section Chief and the EOC Director (Director of Emergency Services) to determine needs for planning meetings and briefings
- ☐ Determine if there are any special information needs
 - **PLAN - INFORMATION COLLECTION PLAN APPENDIX B**
- ☐ Work with the Situation Analysis Unit to create maps, displays, and reports
- ☐ Map specific zones or areas that detail damage surveys in conjunction with state and federal agencies
- ☐ Prepare, set up, and maintain EOC displays
- ☐ Keep data current concerning: availability of personnel, equipment, and supplies; equipment or personnel out of service
- ☐ Continually obtain information from Logistics, other Planning / Intelligence functions, the EOC Manager, Operations and the Finance/Administration Section
- ☐ Submit verbal and written reports to Planning / Intelligence Section Chief as appropriate or as directed
- ☐ Participate in Planning / Intelligence Section meetings and participates in EOC Action Plan development
- ☐ Provide information to be included in the Situation Report (i.e., mapping)
- ☐ Obtain data on all impacts to include:
 - Utilities and infrastructure (i.e., roads, bridges, electric lines, pipelines, buildings, etc.)
 - Numbers of homes destroyed or damaged
 - Public facilities destroyed or damaged
 - Critical facilities damaged or destroyed and locations (hospital, power stations, industry or manufacturers, water facilities, etc.)
 - Financial impacts and costs expended by the City; coordinate with Cost Unit Leader in Finance / Administration Section



- ☐ Ensure that necessary maps and data pertinent to the operations are obtained
- ☐ Map areas that may have to be rezoned, destroyed, reconstructed and/or modified because of the disaster. (Consultation with the Planning Section)

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM - POSITION JOB AID
 - FORM - CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.20 Logistics Section Chief

Responsible for managing and coordinating logistical response efforts and the acquisition, transportation, and mobilization of resources

ELEMENTS INCLUDE:

- Supervise the Logistics Section
- Ensure the Logistics function is carried out in support of the EOC
- Provide 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
- Management of donations
- 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 Chief 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

Reports to:

EOC Director

Reports:

- Supply / Procurement Unit / Food Unit
- Transportation Unit
- Personnel Unit / Volunteers Coordination Unit
- Communications / IT Unit

Plans and Reports:

- EOC Action Plan

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-211 CHECK-IN LIST
- ICS-213 RESOURCE REQUEST
- ICS-214 ACTIVITY LOG
- FORM RESOURCE TRACKING

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)



- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station 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 ICS-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
- ☐ Based on the situation, activate Branches / Units within the Section as needed and designate Unit Leaders for each element:
 - Supply / Procurement / Food Unit
 - Transportation Unit
 - Personnel / Volunteers Coordination Unit
 - Communications / IT Branch
- ☐ 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 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 Chief and determine level of purchasing authority for the Logistics Section
- ☐ Assist 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
- ☐ Provide the Planning/Intelligence Section Chief 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 ICS-213
 - FORM - RESOURCE REQUEST
 - FORM - RESOURCE TRACKING
- ☐ Provide section staff with information updates as required

Shift Change:

- ☐ Provide turnover briefing to position replacement.
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM - POSITION JOB AID
 - FORM - CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ Deactivate appropriate Section Positions when authorized by EOC Director and follow Demobilization Unit Leader directions/plan
- ☐ Identify staff to support on-going Recovery Operations and Recovery Plan. Advise identified staff on their continual support role
- ☐ Complete all required forms, reports, and other documentation
- ☐ Provide all completed documentation to the Documentation Unit, prior to your departure
- ☐ Turn over financial information to Finance / Administration Section Chief



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- ☐ 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 AAR



C.3.21 Supplies / Food Procurement Unit

Responsible for obtaining and delivering all non-fire and non-law-enforcement mutual aid materials, equipment and supplies to support emergency operations

ELEMENTS INCLUDE:

- Supervise the Supply/Food Procurement Unit
- 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
- Coordinate procurement and delivery of food to field activities, shelters and operations centers

Reports to:

Logistics Section Chief

Plans and Reports:

- EOC ACTION PLAN

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station 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 ICS-214



Response:

- ☐ 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 amount of supplies and material, 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
- ☐ Determine if the procurement item can be provided without cost from another jurisdiction or through the Operational Area
- ☐ Determine unit costs of supplies and material, 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
- ☐ Determine if the vendor or provider will deliver the ordered items
- ☐ If delivery services are not available, coordinate pickup and delivery through the Transportation Unit
- ☐ In coordination with the Personnel Unit, provide food and lodging for EOC staff and volunteers as required
- ☐ Assist field level with food services at camp locations as requested
- ☐ Coordinate donated goods and services from community groups and private organizations
- ☐ Set up procedures for collecting, inventorying, and distributing usable donations
- ☐ Keep the Logistics Section Chief informed of significant issues affecting the Supply / Procurement Unit

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM - POSITION JOB AID
 - FORM - CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit



- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.22 Transportation Unit

Responsible for coordinating the allocation of transportation resources required to move people, equipment, and essential supplies during emergency response and recovery operations.

ELEMENTS INCLUDE:

- Supervise the Transportation Unit
- In coordination with the Building/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

Reports to:

Logistics Section Chief

Plans and Reports:

- EOC Action Plan
- Transportation Plan

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG
- RESOURCE TRACKING REPORT
- TRANSPORTATION STATUS

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station 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 ICS-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 - SITUATION STATUS
- ☐ Routinely coordinate with the Construction / Engineering Branch Coordinator to determine progress of route recovery operations
- ☐ Review Transportation Plan (Planning/Intel) which identifies routes of ingress and egress within the City; identify routes of ingress and egress when facilitating the movement of response personnel, the affected population, and shipment of resources and material at site locations
- ☐ 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 Chief informed of significant issues affecting the Transportation Unit

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.23 Personnel / Volunteers Unit

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.

ELEMENTS INCLUDE:

- Supervise the Personnel Unit
- 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 ICS-207
- Work with the Operations / Planning Section Staff to identify volunteer needs
- Develop a plan to distribute these volunteers to necessary places including CERT
- Coordinate with the Resources Unit to track all volunteer resources

Report to:

Logistics Section Chief

Reports:

- Volunteer Organizations Coordinators

Plans and Reports:

- EOC Action Plan supports development

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-207 ORGANIZATION CHART
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG
- RESOURCE REQUEST
- RESOURCE TRACKING
- Disaster Service Worker Volunteer (DSWV) REGISTRATION

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST



Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station 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 ICS-214

Response:

- ☐ Establish and maintain a position log and other necessary files
- ☐ Manage check-in
 - FORM ICS-211
 - FORM ICS-205
- ☐ In conjunction with the Documentation Unit, develop a large poster size EOC organization chart depicting each activated position
- ☐ Upon check in, indicate the name of the person occupying each position on the chart
- ☐ The chart should be posted in a conspicuous place, accessible to all EOC personnel
 - FORM ICS-207
- ☐ 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 ICS-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
- ☐ Process all incoming requests for personnel support
- ☐ Identify the number of personnel, special qualifications or training, where they are needed and the person or unit they should report to upon arrival
- ☐ Determine the estimated time of arrival of responding personnel and advise the requesting parties accordingly
 - FORM - RESOURCE REQUEST
 - FORM - RESOURCE TRACKING
- ☐ Maintain a status board or other reference to keep track of incoming personnel resources.
- ☐ Update EOC organization chart for each operational period



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- ☐ 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 child care services for EOC personnel as required
- ☐ Establish registration locations with sufficient staff to register volunteers, and issue them disaster service worker identification cards (Coordinate with City Council Liaison for oath if required)
 - FORM - DSWV REGISTRATION
- ☐ Keep the Logistics Section Chief informed of significant issues affecting the Personnel Unit

Volunteer Coordinator

- ☐ Staffs Volunteer Team in the EOC and supports the Operations Section, and 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)
- ☐ Checks in CERT volunteers and provides information to the Operations Section for CERT deployment
- ☐ Manages the Volunteer DSWV process including document management
 - FORM - DSWV REGISTRATION

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM - POSITION JOB AID
 - FORM - CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ Deactivate position when authorized by EOC Director and follow Demobilization Unit Leader directions/plan



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- ☐ Complete all required forms, reports, and other documentation
- ☐ Provide all completed documentation to the Documentation Unit, prior to your departure
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.24 Communications Unit

Responsible for managing all computing needs including desktop/laptop computers, network and communications (internet/wireless, telephones, mobile phones, radios, GETS cards, etc.), printing, audio/visual, and other technology needs for the EOC.

ELEMENTS INCLUDE

- Coordinate with all sections and branches/groups/units on operating procedures for computing, network, and communications systems.
- Provide 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

Reports to:

Logistics Section Chief

Plans and Reports:

- EOC Action Plan supports development
- REPORT - COMMUNICATION STATUS

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-207 ORGANIZATION CHART
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station 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 ICS-214

Response:

- ☐ Develop Communication Plan for all communication modes within the EOC and field Incident Command Posts when needed
 - FORM ICS-205
- ☐ Determine what communications equipment is necessary
- ☐ Provide 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:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM - POSITION JOB AID
 - FORM – CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ 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 AAR



C.3.25 Finance / Administration Section Chief

Responsible for the financial support, response, and recovery for the incident.

ELEMENTS INCLUDE

- Supervise the Finance / Administration Section
- 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 Commander(s) 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
- Ensure that all recovery documentation is accurately maintained and submitted on the appropriate forms to the Federal Emergency Management Agency (FEMA) and/or Cal OES

Reports to:

EOC Director

Reports:

- Cost/Accounting Unit
- Time Unit
- Compensation/Claims Unit

Plans and Reports:

- EOC Action Plan

Forms and Guides:

- POSITION JOBAID
- ICS-205 COMMUNICATION LIST
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG
- PA DAMAGE CATEGORIES – FEMA: FP 104-009-2 PUBLIC ASSISTANCE PROGRAM AND POLICY GUIDE (PAPPG) V3.0
- FEMA PA WEBSITE - [HTTPS://WWW.FEMA.GOV/PUBLIC-ASSISTANCE-POLICY-AND-GUIDANCE](https://www.fema.gov/public-assistance-policy-and-guidance)

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST



Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station 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 ICS-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
- ☐ Ensure that sufficient staff are available for a 24-hour schedule, or as required
- ☐ Meet with the Logistics Section Chief and review financial and administrative support requirements and procedures
- ☐ Determine the level of purchasing authority to be delegated to Logistics Section
- ☐ 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
- ☐ 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



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- ☐ 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 Cost / Accounting 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 time-frame, given the nature of the situation
- ☐ Ensure that the Time Keeping Unit processes all time-sheets 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 Cost/Accounting Unit during the response, and submitted on the appropriate forms to Federal Emergency Management Agency (FEMA) and/or Cal OES

Shift Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM - POSITION JOB AID
 - FORM - CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ Deactivate appropriate Section Positions when authorized by EOC Director and follow Demobilization Unit Leader directions/plan.
- ☐ Identify staff to support on-going Recovery Operations and Recovery Plan. Advise identified staff on their continual support role
- ☐ 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 AAR



C.3.26 Cost Accounting / Purchasing Unit

Responsible for collecting and maintaining documentation for the incident to help the planning and recovery efforts.

ELEMENTS INCLUDE:

- Collect cost information and performing cost-effectiveness analysis
- Provide cost estimates and cost savings recommendations
- Address financial matters involving vendor contracts

Reports to:

Finance/Administration Section Chief

Plans and Reports:

- EOC ACTION PLAN

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG
- PA DAMAGE CATEGORIES – FEMA: FP 104-009-2 PUBLIC ASSISTANCE PROGRAM AND POLICY GUIDE (PAPPG) V3.0
- FEMA PA WEBSITE - [HTTPS://WWW.FEMA.GOV/PUBLIC-ASSISTANCE-POLICY-AND-GUIDANCE](https://www.fema.gov/public-assistance-policy-and-guidance)

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station 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 ICS-214



Response:

Cost Accounting

- ☐ Establish and maintain a position log and other necessary files
- ☐ Establish (or implement) an accounting system and special cost codes associated with this emergency
- ☐ Monitor all emergency expenditures and resource status change costs
 - FORM ICS-210
- ☐ Ensure that all sections and units are documenting cost related information.
- ☐ Collect, and compile cost information at the end of each shift
- ☐ Obtain and record all cost data to cover:
 - Personnel
 - Equipment
 - Rental/Contract Equipment
 - Supplies from outside vendors
 - Contracts for special or emergency services
- ☐ Coordinate with the Documentation Unit on content and format of cost related files to be transferred
- ☐ Prepare cost estimates related to EOC objectives and strategies. Be prepared to discuss these at EOC Planning Meetings, if required
- ☐ Compile cumulative cost records on a daily basis
- ☐ Ensure that departments are compiling cost information using any special agency/jurisdiction cost codes
- ☐ Ensure that estimate costs are replaced with actual costs where known
- ☐ Provide verbal or written reports to the Finance / Administration Section Coordinator upon request
- ☐ Prepare and maintain a cost report to include cumulative analysis, summaries and total expenditures related to the emergency
- ☐ Organize and prepare records for audits as necessary
- ☐ Act as the liaison for the EOC with County and other disaster assistance agencies to coordinate the cost recovery process
- ☐ Prepare all required state and federal documentation as necessary to recover allowable costs

Procurement

- ☐ 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 prices 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
- ☐ Finalize all agreements and contracts, as required. Complete final processing and send documents to Budget and Payroll for payment
- ☐ Verify cost 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 Change:

- ☐ Provide turnover briefing to position replacement
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM – POSITION JOB AID
 - FORM – CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Coordinator
- ☐ 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 AAR



C.3.27 Time Unit

Responsible for working with all Department Liaisons and Sections to ensure field units track hours worked by personnel and volunteers and preparing daily personnel time recording documents.

ELEMENTS INCLUDE:

- 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

Reports to:

Finance/Admin Section Chief

Plans and Reports:

- EOC ACTION PLAN

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATION LIST
- ICS-210 RESOURCE STATUS CHANGE
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG
- FORM RESOURCE TRACKING

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station 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 ICS-214



Response:

- ☐ Establish and maintain a time keeping system
 - FORM ICS-211
 - FORM - RESOURCE TRACKING
 - FORM ICS-210
- ☐ Initiate, gather, or update time reports from all personnel, to include volunteers assigned to each shift
- ☐ Ensure that time records are accurate and prepared in compliance with policy
- ☐ Obtain complete personnel rosters from the Personnel Unit. Rosters must include all EOC personnel as well as personnel assigned to the field level
- ☐ 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
- ☐ Establish a file for each employee or volunteer within the first operational period. Maintain a fiscal record for as long as the employee is assigned to the response.
- ☐ Keep the Finance / Administration Section Chief informed of significant issues affecting the Time-Keeping Unit.

Shift Change:

- ☐ Provide turnover briefing to position replacement.
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM - POSITION JOB AID
 - FORM - CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief
- ☐ Clean up your work area before you leave



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- ☐ Provide a forwarding phone number where you can be reached
- ☐ Be prepared to provide input to the AAR



C.3.28 Compensation / Claims Unit

Responsible for investigating and processing physical-injury and property-damage claims arising from emergency/disaster incident

ELEMENTS INCLUDE:

- Supervise the Compensation and Claims Unit
- Oversee the investigation of injuries and property/equipment damage claims arising out of the emergency
- Complete all forms required by workers' compensation program
- Maintain a file of injuries and illnesses associated with the emergency which includes results of investigations

Reports to:

Finance Section Chief

Plans and Reports:

- EOC Action Plan

Forms and Guides:

- POSITION JOBAID
- ICS-205 COMMUNICATION LIST
- ICS-208 SAFETY MESSAGE
- ICS-211 CHECK-IN LIST
- ICS-215A SAFETY ANALYSIS
- ICS-214 ACTIVITY LOG
- ICS-227 CLAIMS LOG
- PA DAMAGE CATEGORIES – FEMA: FP 104-009-2 PUBLIC ASSISTANCE PROGRAM AND POLICY GUIDE (PAPPG) V3.0
- FEMA PA WEBSITE - [HTTPS://WWW.FEMA.GOV/PUBLIC-ASSISTANCE-POLICY-AND-GUIDANCE](https://www.fema.gov/public-assistance-policy-and-guidance)

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE VIRTUAL)
- VEST

Activation:

- ☐ Check in at the EOC
 - FORM ICS-211
 - FORM ICS-205
- ☐ Assist with EOC Set-up (if not already fully set-up)
- ☐ Check work station 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 ICS-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 ICS-227
- ☐ Investigate all injury and damage claims as soon as possible
- ☐ Prepare appropriate forms for all verifiable injury claims and forward them to Workers' Compensation within the required time frame consistent with City policy and procedures
- ☐ Coordinate with the Safety Officer regarding the mitigation of hazards
 - FORM ICS-208
 - FORM ICS-215A
- ☐ Keep the Finance / Administration Chief informed of significant issues affecting the Compensation and Claims Unit

Shift Change:

- ☐ Provide turnover briefing to position replacement.
- ☐ Provide details regarding ongoing activities and planned activities to be accomplished during the upcoming operational period
 - FORM - POSITION JOB AID
 - FORM - CURRENT ICS-214
- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, work station clean-up and forwarding phone number where you can be reached
 - FORM ICS-211
 - FORM ICS-205

Demobilization and Termination:

- ☐ 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
- ☐ Turn over financial information to Finance / Administration Section Chief



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- ☐ 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 AAR



Appendix D: EOC Staffing Roster

It is important to maintain a roster of personnel who are available to staff the City EOC in the event of an activation. The purpose of this section is to provide a procedure for maintaining a current roster of City employees available to staff the specific EOC positions identified in the Base Plan. A form is provided below for this purpose. In addition, the procedure for maintaining current phone numbers for these personnel is described below.

The following procedures should be performed quarterly or as needed by the City Manager's Office. The tables below should be updated to reflect qualified EOC staff (for further information regarding each position, refer to **Section 4.2.4** in the Base Plan). This quarterly update should ensure there are a sufficient number of personnel who are available, given the leave, transfer, or separation of staff that may occur. For each EOC staff position, the names of primary and secondary personnel should be listed. In addition, primary and secondary phone numbers for all qualified EOC Team staff should be updated monthly in the Everbridge system. To finalize the quarterly update, the Environmental Affairs Manager should email the roster to all qualified EOC Team personnel for verification of availability, and send the updated phone contact information to these personnel via the Everbridge system for verification purposes.

Vest colors: Management - **Yellow**; Operations - **Red**; Plan & Intel - **Blue**; Logistics - **Orange**; Finance - **Green**; Observers - **White**; Elected - **Tan**

PITTSBURG EOC-MANAGEMENT						
POSITION	PRIMARY		SECONDARY			
Title	Name		Email	Name		Email
EOC Director						
Public Information Officer						
EOC Assistant						
EOC Liaison / Safety						
City Council Liaison						
Legal Advisor / City Attorney						
Scribe						



Runners ~ Assign 2 staff members as runners for primary and secondary to serve as runners for all EOC sections - may not need after WebEOC

PITTSBURG EOC-OPERATIONS						
POSITION	PRIMARY			SECONDARY		
Title	Name		Email	Name		Email
Operations Chief						
Law Enforcement						
Public Works / Utilities						
Building / Engineering						
Care, Shelter & Animals, Functional Assessment						
Damage Assessment						
Fire & Rescue Operations						
EMS & Hazardous Materials						



PITTSBURG EOC- PLANNING AND INTELLIGENCE						
POSITION	PRIMARY			SECONDARY		
Title	Name		Email	Name		Email
Planning Chief						
Situation Status / Analysis						
Situation Status / Analysis						
Technical - GIS						
Social Media						
Documentation / Message Center						
Advanced Planning / Recovery	To be assigned later to Situation Status as required/needed as event unfolds					
** Message Center may not be needed after WebEOC. TBD.						

PITTSBURG EOC-LOGISTICS						
POSITION	PRIMARY			SECONDARY		
Title	Name		Email	Name		Email
Logistics Chief						
Supply/Food/Procurement						
Transportation Resources						
Communications Liaison / IT						
Personnel / Volunteers						



PITTSBURG EOC-FINANCE

POSITION	PRIMARY			SECONDARY		
Title	Name		Email	Name		Email
Finance Chief						
Cost Accounting						
Time						
Comp & Claims						



Appendix E: Action Planning and Situation Reporting

E.1 Action Planning

The EOC Action Plan is required during activation and an important document to CalOES and FEMA demonstrating processes and procedures followed during an event. The Action Plan is a key document submitted for Disaster Recovery and CalOES / FEMA may request to review this document if visiting the agency during an event.

E.1.1 Development of the Action Plan

The ICS emphasizes orderly and systematic planning. The Action Plan is the central tool for planning during a response to an emergency. The Action Plan is prepared by the Planning Section Chief with input from the appropriate Sections and Units of the EOC. It should be written at the outset and revised continually throughout the response.

Incidents vary in their type, complexity, size, and requirements for detailed and written plans. An initial response for an incident that is readily controlled may not require a written Action Plan. However, larger, more complex incidents will require an Action Plan to coordinate activities. The level of detail required in an Action Plan will vary according to the complexity of the response. The Action Plan process ensures timely and coordinated development of situational awareness, objectives, tactics, planning, execution, and assessment of and for emergency response.

The following outlines the process required to develop an Action Plan. Following the steps below will allow effective development of an Action Plan, while minimizing the time required to do so.

E.1.2 General Responsibilities of the Planning Section

The Planning Section Chief should review with the EOC Director and General Staff the following responsibilities associated with the development of the Action Plan prior to the planning meeting.

EOC Director

- Provide general incident objectives and strategy
- Provide direction or overall management and strategy
- Approve the completed Action Plan by signature

Planning Section Chief

- Conduct the planning meeting and operation shift briefing
- Coordinate preparation of the Action Plan

Operations Section Chief

- Determine resource requirements
- Determine tactics
- Determine work assignments for operations personnel



Logistics Section Chief

- Establish the procedure for resource ordering
- Ensure that the Logistics Section can support the Action Plan

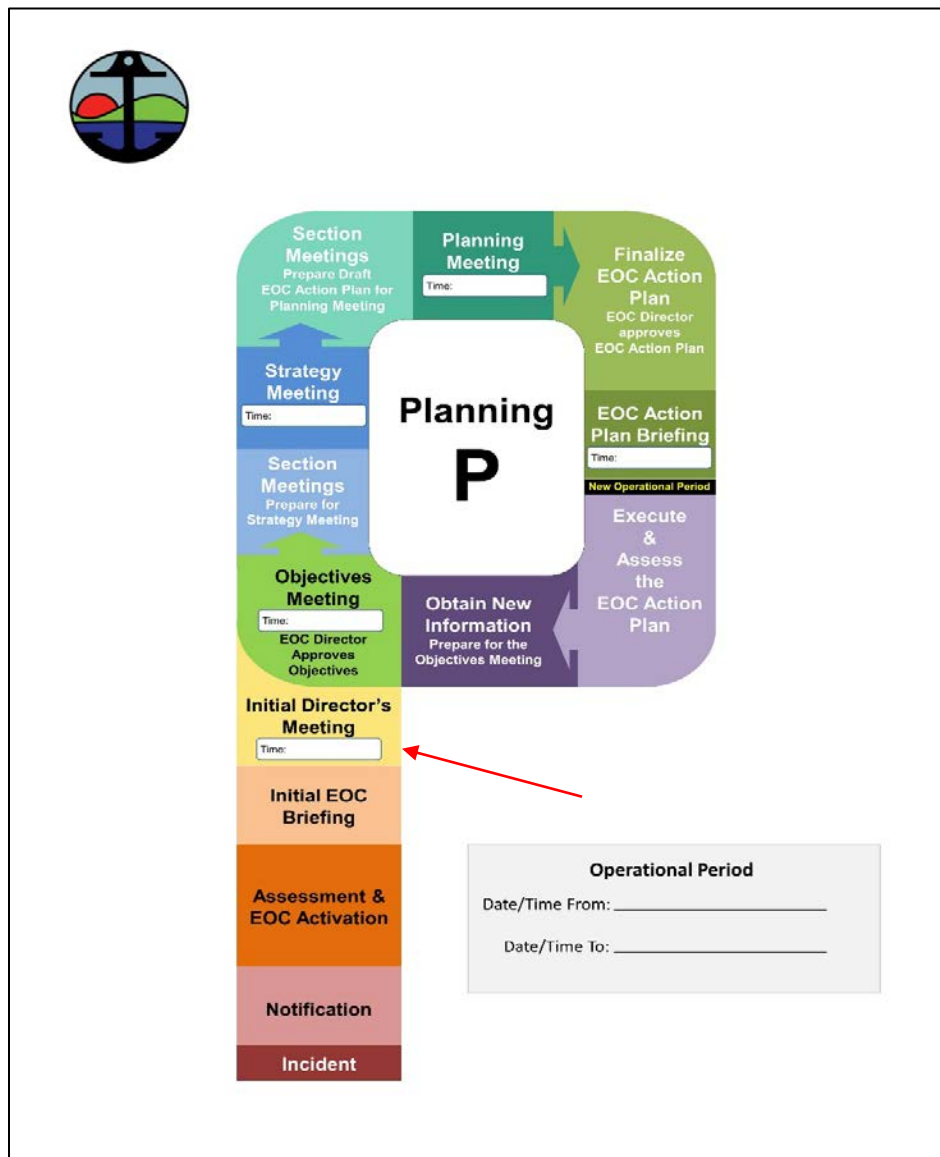
Finance / Administration Section Chief

- Provide cost implications of incident objectives as required
- Ensure that the Action Plan remains within the financial limits established by the EOC Director

E.1.3 The Planning Cycle

Action Plan development involves nine steps. Once the initial response is complete, an eight-step process is repeated for each operational period.

1. Initial Response





The planning cycle should begin immediately after the event. The initial response to the event, at the EOC level, will be to activate the EOC. Based on the initial assessment of the emergency, the EOC Director or Planning Section Chief will provide an Incident Briefing using an ICS Form 201. A template for conducting the Initial Meeting is provided in **Figure E-1**.

The ICS Form 201 should include information on potential operational objectives, the current state of situational awareness, resources employed and deployed, and significant actions.

Figure E-1: Initial Meeting Template (One time only)

Facilitator:	EOC Director or Planning / Intelligence Section Chief	
Purpose:	• Review and/or Update EOC Objectives and Action Plan • Establish Operational Periods • Identify Conditions, Action, and Needs (CAN)	
Attendees:	Management and General Staff (Sections Chief / Coordinators and above) (Add members as required)	
1.	Introductions (EOC Management, General Staff and others) (Plans)	☐
2.	Discuss situation as obtained from field and other EOCs/DOCs (Plans)	☐
3.	Review and/or Update Objectives and/or stock Action Plan (Plans)	☐
4.	CAN Reports (Conditions, Actions, Needs) • Management (Director) • Operations (Operations Chief/Coord) • Logistics (Logistics Chief/Coord) • Finance (Finance Chief/Coord) • Planning / Intelligence (Planning/Intelligence Chief/Coord)	☐
5.	Establish Operational Periods (Director)	☐
6.	Review and/or establish timing of coordination meetings (e.g., Objectives Meeting, Strategy Meeting, Planning Meeting)	☐
7.	Roundtable and Closing Comments (All)	☐
8.	Adjourn (Plans)	☐

Outcome(s): Set the pace for the Action Planning process

Next Step(s):

- Prepare for the Objectives Meeting
- Objectives Meeting time: _____



Planning

P

Section Meetings
Prepare Draft EOC Action Plan for Planning Meeting

Planning Meeting
Time: _____

Finalize EOC Action Plan
EOC Director approves EOC Action Plan

EOC Action Plan Briefing
Time: _____

Execute & Assess the EOC Action Plan

Obtain New Information
Prepare for the Objectives Meeting

Objectives Meeting
Time: _____
EOC Director Approves Objectives

Initial Director's Meeting
Time: _____

Initial EOC Briefing

Assessment & EOC Activation

Notification

Incident

Operational Period

Date/Time From: _____

Date/Time To: _____

After discussion, the Incident Objectives are written on ICS Form 202 and delivered to the Operations Section Chief, Planning Section Chief, PIO, and Liaison Officer to inform them of the strategy for the next shift. The Planning Section Chief then prepares for the Tactics Meeting.

Setting or reaffirming goals and objectives at the beginning of each shift is the duty of, and must be a top priority for, the EOC Director.



Three important guidelines:

1. Goals and objectives must be clearly stated, understood, and measurable so that the EOC Team may determine the extent to which goals and objectives are accomplished during the current operations shift.
2. Goals and objectives must be attainable given the people, equipment, and supplies available during that operations shift.
3. Goals and objectives must be broad and flexible enough for the Operations Section Chief to achieve them the best way possible.

Figure E-2: Objectives Meeting Template

Facilitator:	Planning / Intelligence Section Chief	
Purpose:	• Assess previous objectives to determine carry-over items • Identify and prioritize EOC Objectives for the NEXT OPERATIONAL PERIOD • Discuss and resolve limitations in supporting EOC Objectives	
Attendees:	Operations, Logistics, Finance, Plans, Safety Officer, EOC Coordinator (Add members as required)	
1.	Introductions (EOC Management, General Staff and others)	☐
2.	Discuss current situation and assess previous objectives to determine carry-over items	☐
3.	Establish and prioritize EOC Objectives for the NEXT OPERATIONAL PERIOD • Management (EOC Coordinator) • Operations (Operations Chief/Coord) • Logistics (Logistics Chief/Coord) • Finance (Finance Chief/Coord) • Planning / Intelligence (Planning / Intelligence Chief/Coord)	☐
4.	Discuss needs for additional plans (e.g., Evacuation Plan, Traffic Plan, etc.)	☐
5.	Roundtable and Closing Comments (All)	☐
6.	Adjourn (Plans)	☐

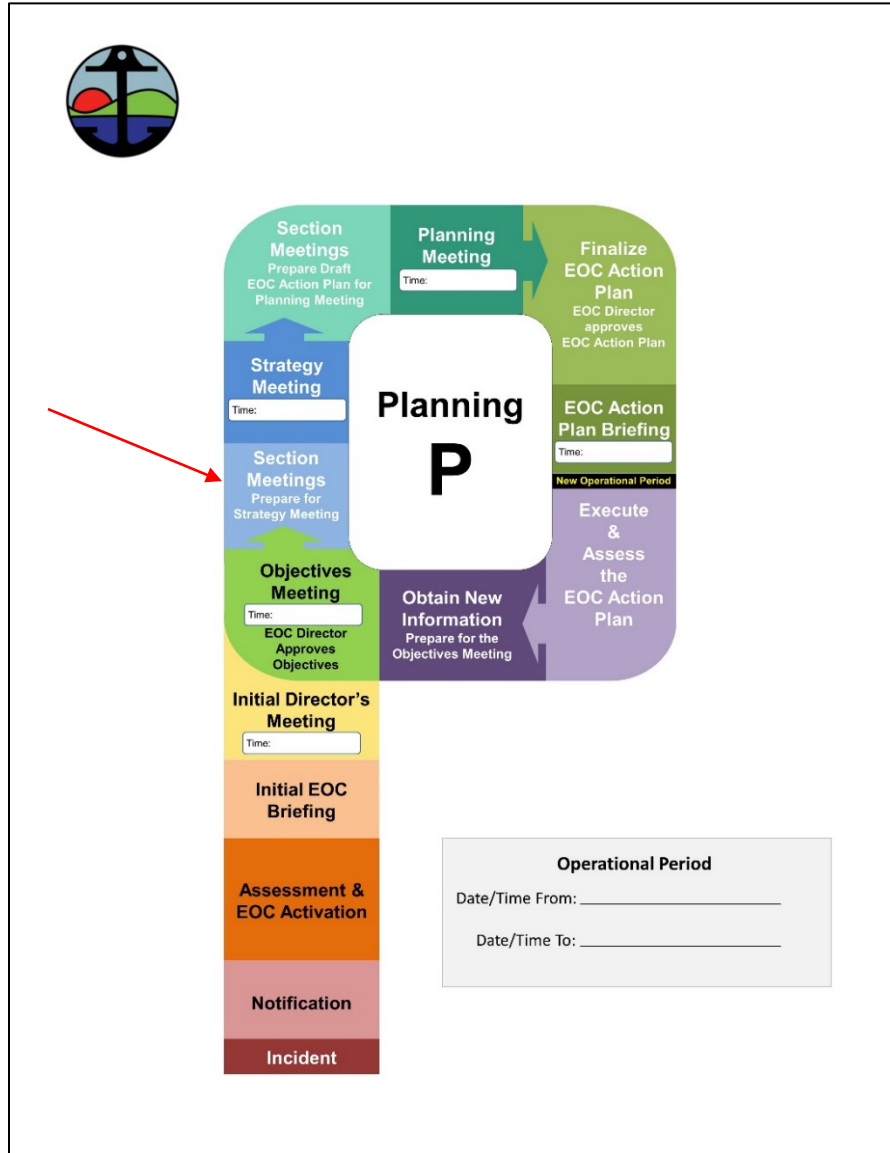
Outcome(s): A set of EOC Objectives for the NEXT OPERATIONAL PERIOD

Next Step(s):

- EOC Director approves EOC Objectives
- Section Meetings to Prepare for the Strategy Meeting
- Strategy Meeting time: _____



3. Command and General Staff Section Meetings/Preparing for the Strategy Meeting

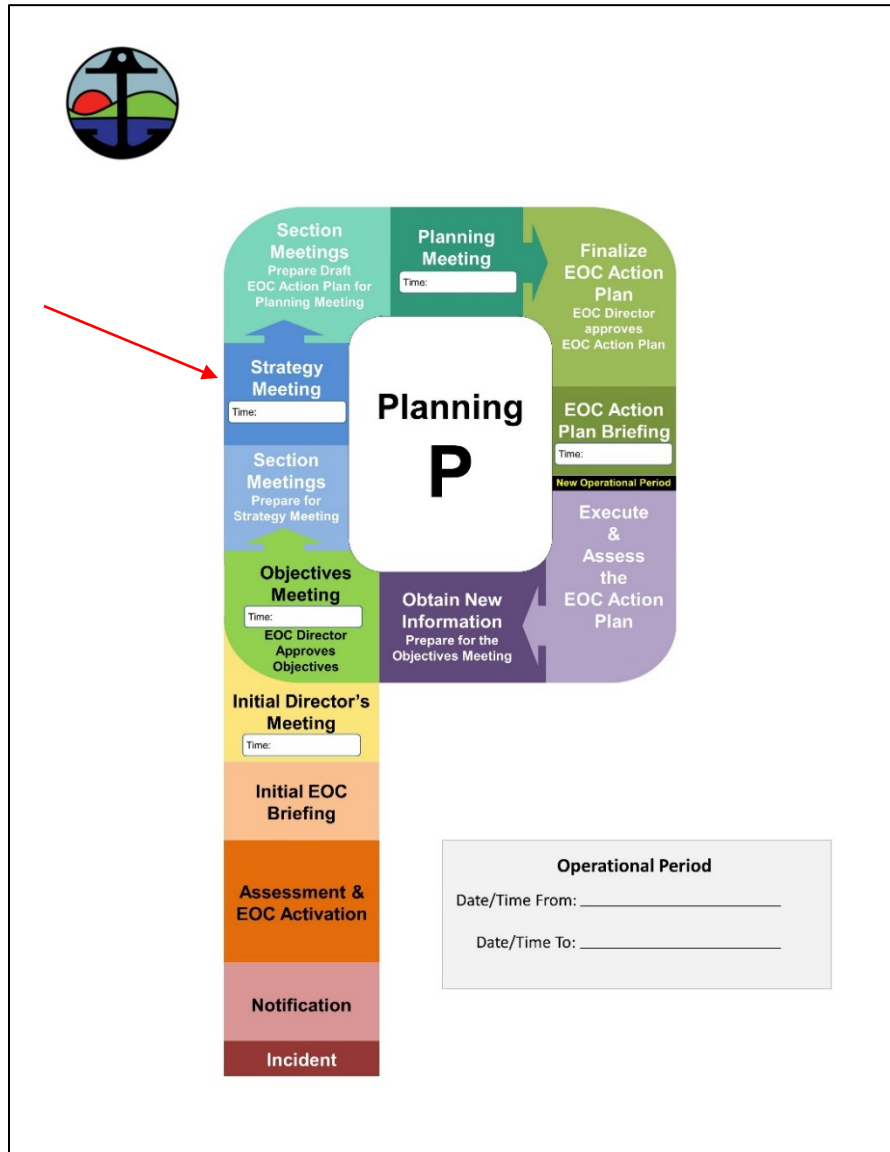


ICS Form 201, Incident Briefing Form, and/or ICS Form 209, Incident Status Summary Form, are reviewed by Section Chiefs with their staff and other appropriate EOC Team members. The EOC Director will update the initial objectives if warranted. Upon review, the Planning Section Chief will provide the necessary alternatives and strategies before the Strategy Meeting begins.



4. Strategy Meeting

The Operations Section Chief, Safety Officer, Logistics Section Chief, and Logistics Section Unit Leaders attend the Strategy Meeting. The Operations Section Chief leads the Strategy Meeting.



Resource availability and prioritization are reviewed. Resource assignments to support field elements will consist of the kind, type, and number of resources available and required to achieve the objectives for the Operational Period. If the required resources will not be available, then an adjustment should be made to the strategy being planned. It is critical that, to the extent possible, resource availability and the availability of other required support be determined in advance of determining strategies for tactical operations.



The ICS Forms 215, Operational Planning Worksheet, and 215A, Incident Safety Analysis, are used to document the Tactics Meeting. These forms should be completed at least one hour prior to the Planning Meeting. **Figure E-3** provides a template for the Strategy Meeting.

Figure E-3: Strategy Meeting

Facilitator:	Operations Section Chief	
Purpose:	• Ensure the EOC Action Plan supports the EOC Objectives • Address and resolve coordination or support issues • Identify resources to address limitations • Finalize strategies and responsibilities for the NEXT OPERATIONAL PERIOD	
Attendees:	Operations, Logistics, Logistics Units, Planning, Safety Officer, EOC Coordinator (Add members as required)	
1.	Bring meeting to order, conduct roll call and cover ground rules (Planning)	☐
2.	Review current and projected situation (Planning)	☐
3.	Review Approved EOC Objectives (Planning)	☐
4.	Review Draft Strategies (consider resource needs and staffing levels) • Management (EOC Coordinator) • Operations (Operations Chief) • Logistics (Logistics Chief)	☐
5.	Identify logistical capabilities, limitations and support needs (e.g., Communications, IT, vendor issues, etc.) (Logistics)	☐
6.	Identify, discuss, mitigate safety issues, and requirements (Safety Officer)	☐
7.	Roundtable and Closing Comments (All)	☐
8.	Adjourn (Plans)	☐

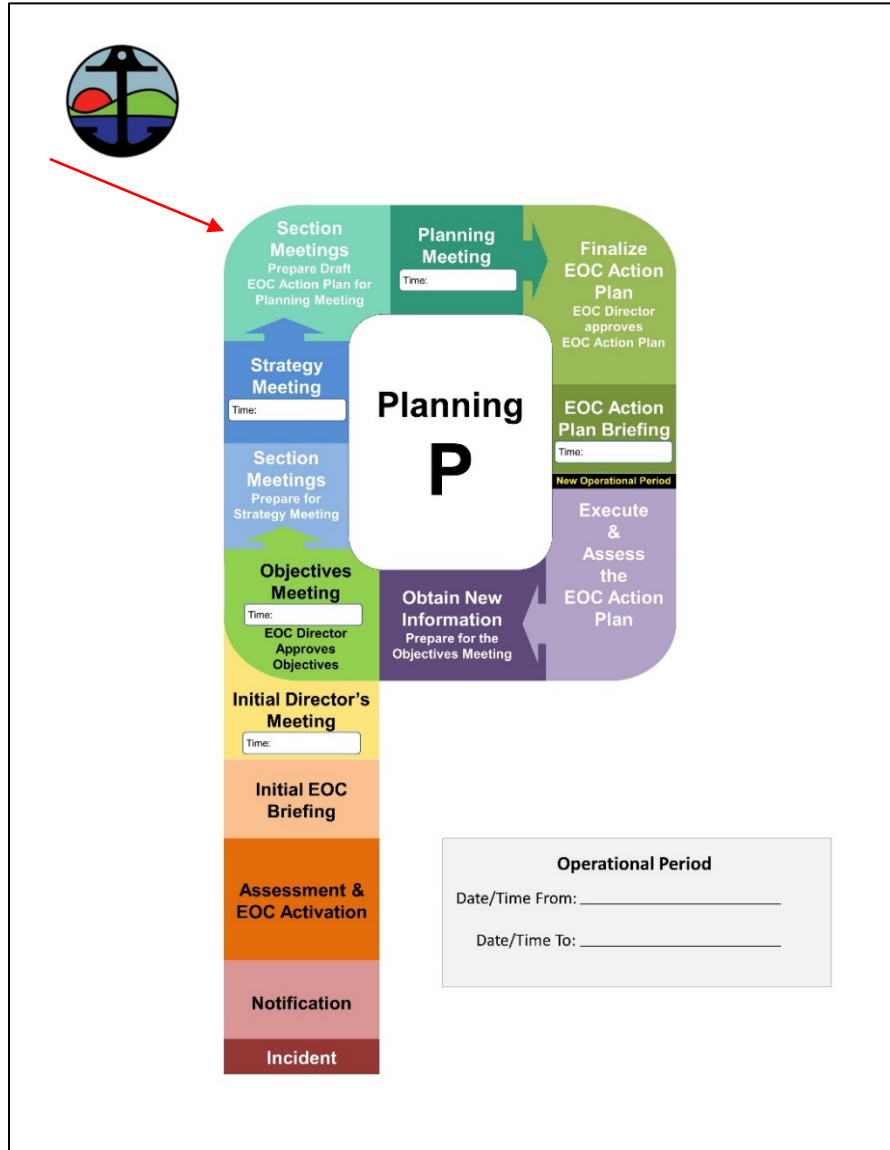
Outcome(s): Completed EOC Strategies to support the EOC Objectives

Next Step(s):

- Prepare Draft EOC Action Plan for the Planning Meeting
- Planning Meeting time: _____



5. Section Meetings/Preparing for the Planning Meeting

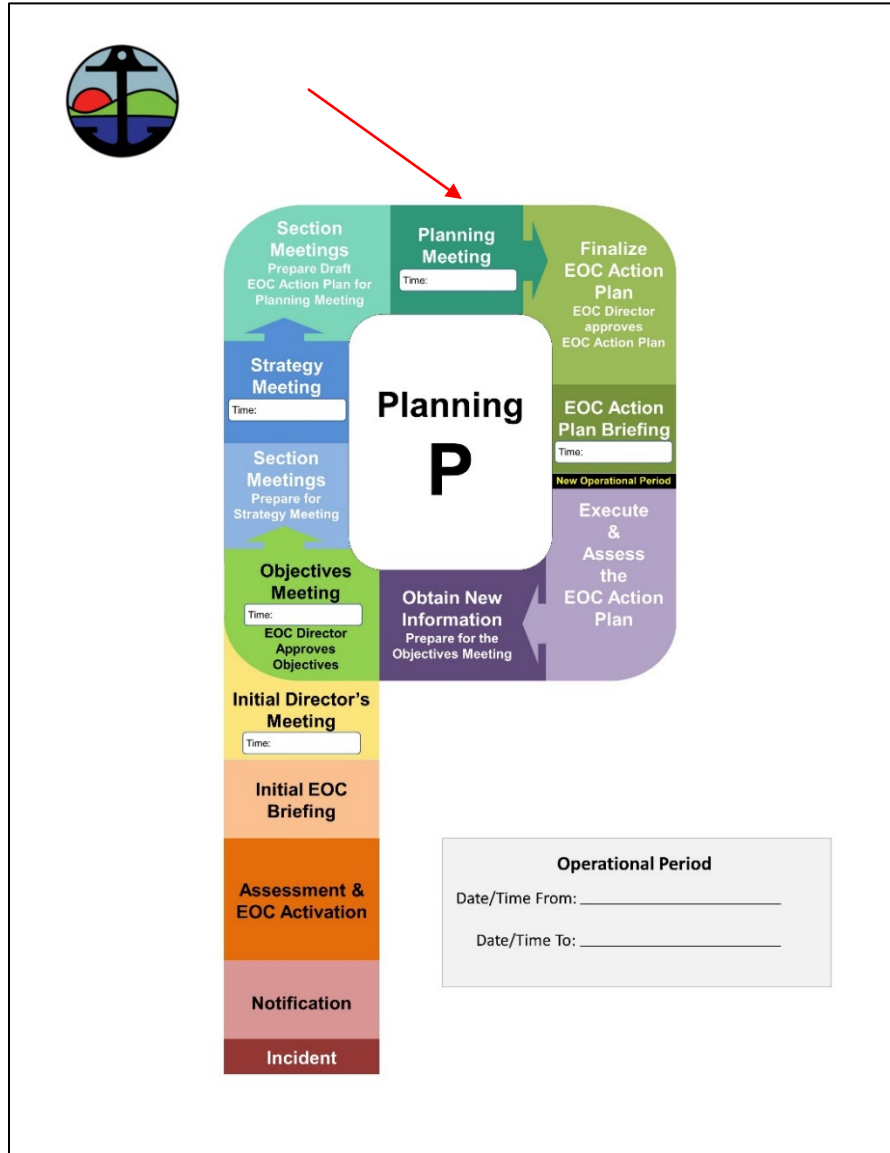


Following the Strategy Meeting, the Section Chiefs review the results with their staffs. Preparations are made for the Planning Meeting, including the following actions coordinated by the Planning Section:

- Review the ICS Form 215 developed in the Strategy Meeting
- Review the ICS Form 215A, Incident Safety Analysis (prepared by the Safety Officer), based on the information in the ICS Form 215
- Assess current operations effectiveness and resource efficiency
- Gather information to support incident management decisions



6. Planning Meeting



The Planning Meeting provides the opportunity for the Management and General Staff to review and validate the operational plan as proposed by the Operations Section Chief. Attendance is required for all Management and General Staff. Additional EOC personnel may attend at the request of the Planning Section Chief or the EOC Director. The Planning Section Chief conducts the Planning Meeting following the agenda template in **Figure E-4**.

The Operations Section Chief delineates the amount and type of resources field units will need to accomplish the plan.

At the conclusion of the meeting, the Planning Section Staff will indicate when all elements of the plan and support documents are required to be submitted so the plan can be collated, duplicated, and made ready for the Operational Period Briefing.



Figure E-4: Planning Meeting Template

Facilitator:	Planning / Intelligence Section Chief	
Purpose:	• Review the Draft EOC Action Plan, adjust as needed • Discuss and resolve issues prior to approving EOC Action Plan • Obtain buy-in / support of EOC Action Plan from Management and General Staff • Obtain EOC Director's VERBAL APPROVAL of EOC Action Plan	
Attendees:	Operations, Logistics, Finance, Planning, Safety Officer, EOC Coordinator (Add members as required)	
1.	Situation Update (Planning / Intelligence Chief)	☐
2.	Review EOC Objectives and Strategy for the NEXT OPERATIONAL PERIOD	☐
3.	Review all other parts of the Draft EOC Action Plan • Management (EOC Coordinator) • Operations (Operations Chief) • Logistics (Logistics Chief) • Finance (Finance Chief) • Planning (Planning / Intelligence Chief)	☐
4.	Obtain feedback and commitment from Management and General Staff to support the EOC Action Plan	☐
5.	Obtain EOC Director's VERBAL APPROVAL of the EOC Action Plan	☐
6.	Roundtable and Closing Comments (All)	☐
7.	Adjourn (Plans)	☐

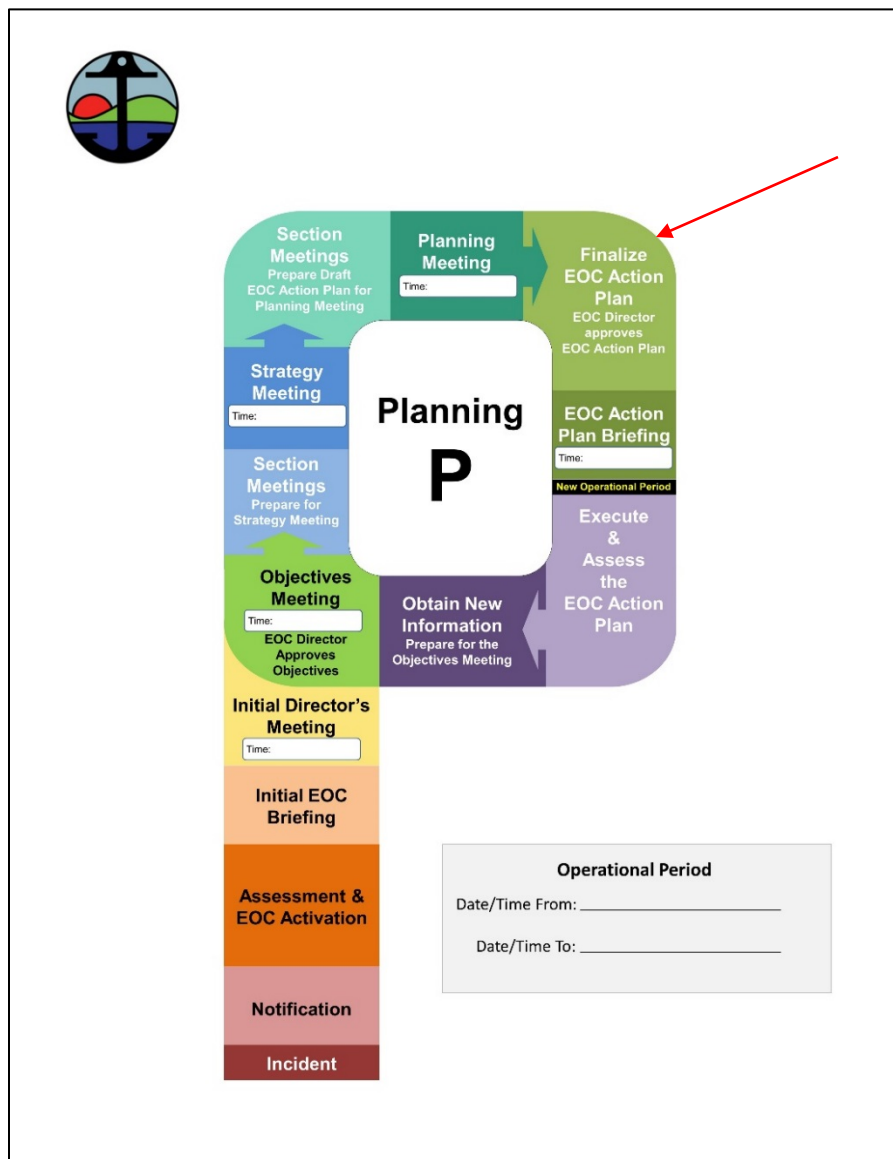
Outcome(s): A review and verbal approval of the EOC Action Plan

Next Step(s):

- Finalize EOC Action Plan and obtain signed approval from EOC Director
- Prepare for the Action Plan Briefing with all EOC Staff
- Action Plan Briefing time: _____



7. Final Action Plan Preparation and Approval



The next step in the Action Plan Process is final plan preparation and approval. The written plan is comprised of a series of standard forms and supporting documents, developed during this process that convey the EOC Director's intent and the Operations Section's direction in accomplishing the plan for that Operational Period.

For simple incidents of short duration, an Action Plan will be developed by the EOC Director and communicated to subordinates in a verbal briefing. The planning associated with this level of complexity does not demand the formal planning meeting process as highlighted above.

Certain conditions result in the need for the EOC Director to engage a more formal process. A written Action Plan should be considered under the following conditions:

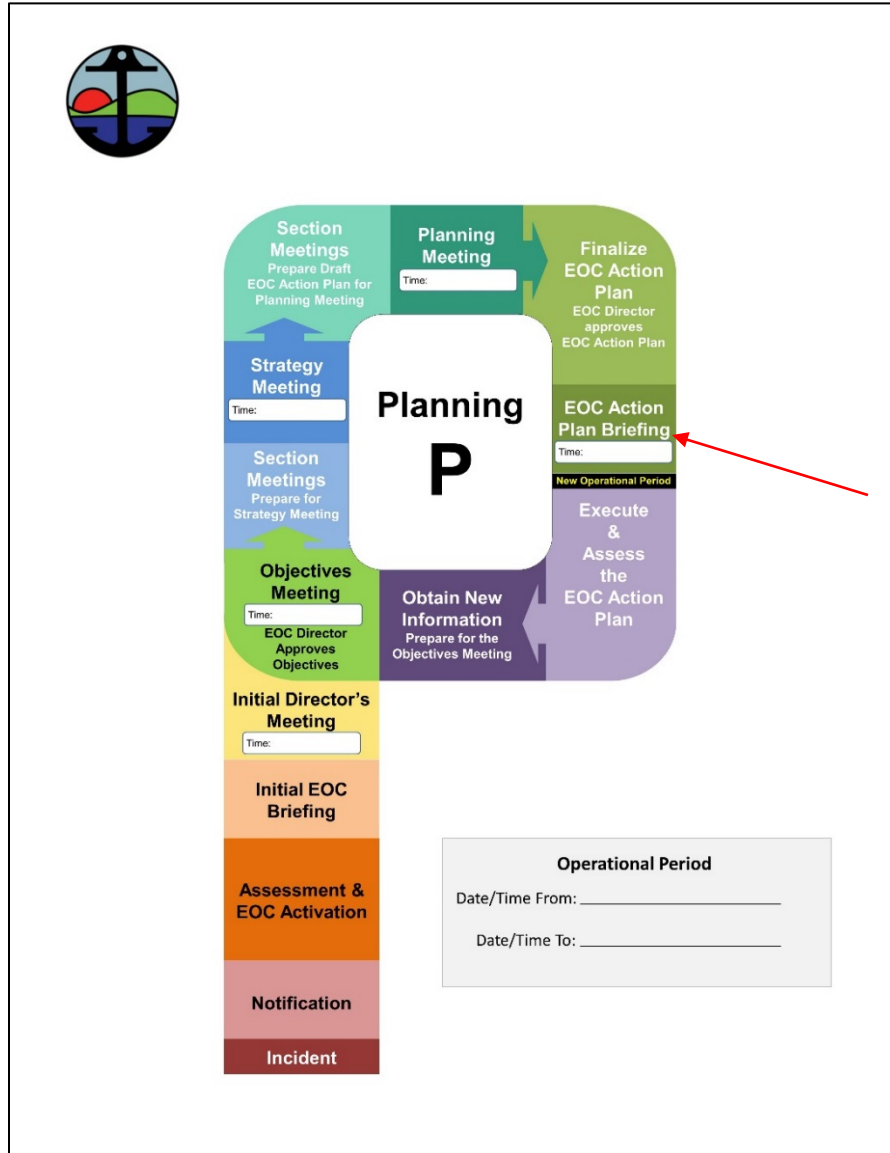


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- Two or more jurisdictions are involved in the response
- The incident continues into the next Operational Period
- A number of ICS organizational elements are activated (e.g., when General Staff Sections are staffed)
- It is required to support recovery processes
- An evacuation or community hazardous materials incident is involved, in which case, a written Action Plan is required



8. Action Plan Briefing



The Action Plan Briefing may also be referred to as the Shift Briefing. This briefing is conducted at the beginning of each Operational Period and presents the Action Plan to the next shift. Following the Action Plan Briefing, Sections Chiefs will meet with their assigned staff for a detailed review of their respective assignments. **Figure E-5** provides a template for the Action Plan Briefing.



Figure E-5: Action Plan Briefing Template

Facilitator:	Planning / Intelligence Section Chief	
Purpose:	• Distribute approved EOC Action Plan • A “stand-up” briefing conducted at the end / beginning of each Operational Period to brief the EOC Action Plan to oncoming EOC Staff	
Attendees:	All EOC Staff - <i>Distribute the approved EOC Action Plan to all EOC Staff before the briefing begins</i>	
1.	Current Situation Review (Planning /Intelligence Chief or Sit Stat Lead)	☐
2.	Weather Conditions (Planning / Intelligence Chief or Sit Stat Lead)	☐
3.	Review Objectives from EOC Action Plan (Planning)	☐
4.	Brief out status & strategies Management (Director) Operations (Operations Chief) Logistics (Logistics Chief) Finance (Finance Chief) Planning (Planning / Intelligence Chief)	☐
5.	Provide Logistics Guidance (i.e., forms, process) (Logistics)	☐
6.	Provide Finance/Administration Guidance (i.e., forms, process) (Finance)	☐
7.	Provide other guidance as needed	☐
8.	Provide Safety Guidance (Safety Officer)	☐
9.	Closing Comments (Director)	☐

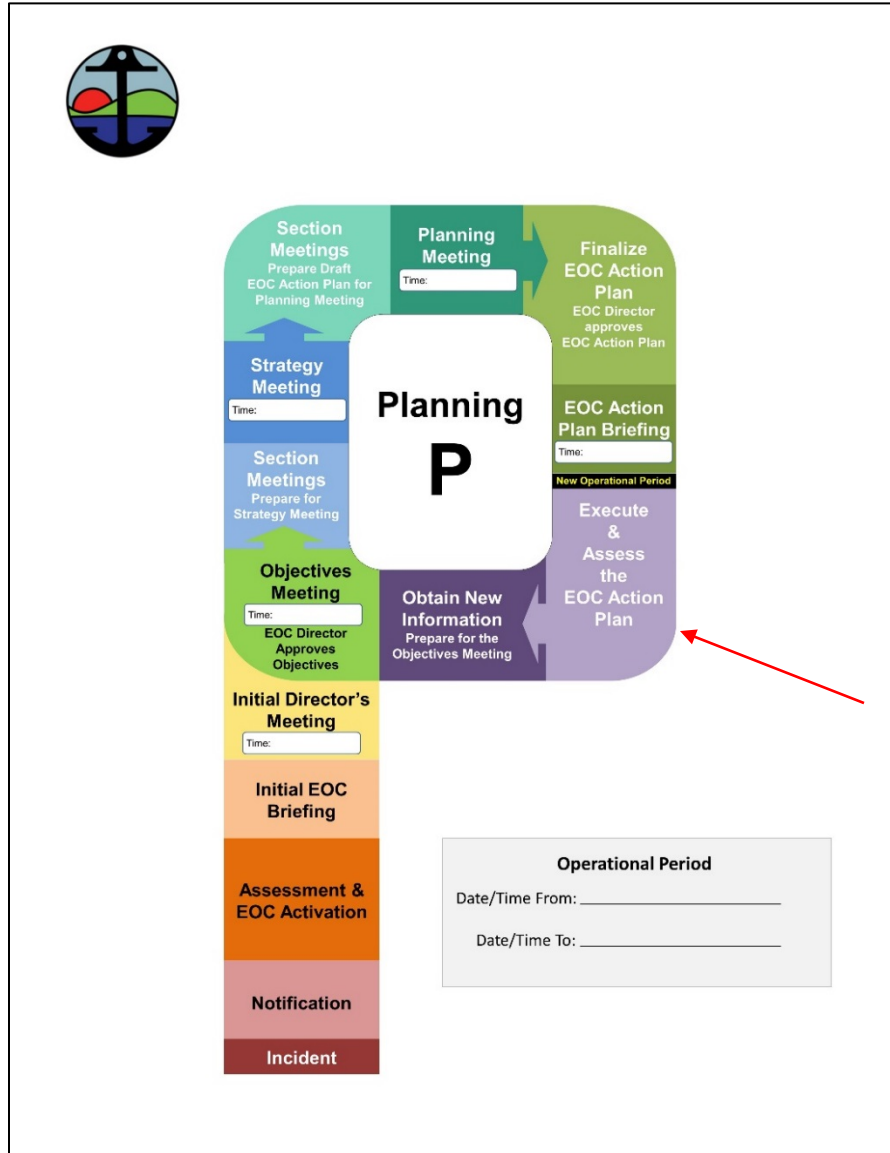
Outcome(s): A completed EOC Action Planning process

Next Step(s):

- Execute and assess the plan
- Prepare for the next Objectives Meeting
- Objectives Meeting time: _____



9. Execute Plan and Assess Progress



The Operations Section directs the implementation of the plan. The supervisory personnel within the Operations Section (e.g., Operations Section Chief, Branch Directors, Division or Group) are responsible for implementation of the plan for the specific Operational Period. The plan is evaluated at various stages in its development and implementation. The Operations Section Chief may make appropriate adjustments during the Operational Period to ensure that the objectives are effectively met.



Appendix F: After Action Report

City of Pittsburgh After Action Report	
Emergency Name: _____	Date of Emergency: _____
Date: _____	Page ____ of ____
Summary of the Emergency:	_____ _____
Response Actions Taken:	_____ _____
EOC Positions Staffed:	_____ _____
Key Response Actions Taken:	_____ _____
Key Recovery Activities:	_____ _____
What Went Right:	_____ _____
What Went Wrong:	_____ _____
Improvements and/or Recommendations:	_____ _____ _____ _____

Prepared by: _____ Reviewed and Approved by: _____



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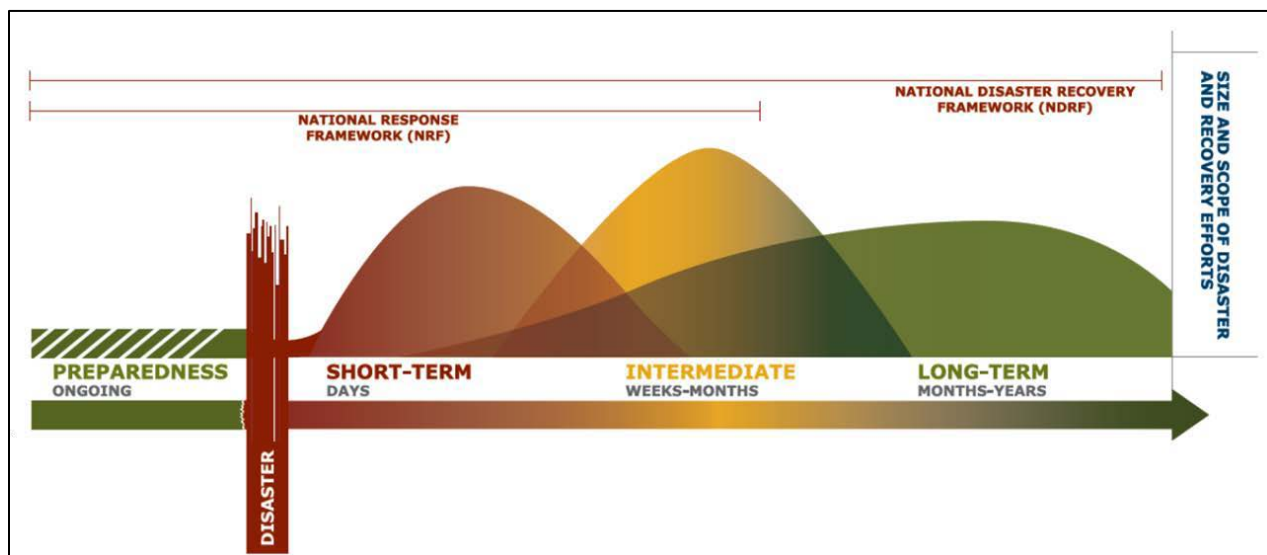
Appendix G: Recovery Operations Framework

This Framework defines how the whole community, including emergency managers, community development professionals, recovery practitioners, City departments, private sector, nongovernmental organization (NGO) leaders, and the public, will collaborate and coordinate to more effectively utilize existing resources to promote resilience and support the recovery of those affected by an incident. The framework advances the concept that recovery extends beyond simply repairing damaged structures. It also includes the continuation or restoration of services critical to supporting the physical, emotional, and financial well-being of impacted community members.

Recovery includes the restoration and strengthening of key systems and resource assets that are critical to the economic stability, vitality, and long-term sustainability of the communities themselves. These include health (including behavioral health) and human services capabilities and networks, public and private disability support and service systems, educational systems, community social networks, natural and cultural resources, affordable and accessible housing, infrastructure systems, and local economic drivers. Together, these elements of recovery contribute to rebuilding resilient communities equipped with the physical, social, cultural, economic, and natural infrastructure required to meet future needs.

The recovery process is best described as a sequence of interdependent and often concurrent activities that progressively advance a community toward its planned recovery outcomes. Decisions made and priorities set by a community pre-disaster and early in the response process have a cascading effect on the nature, speed, and inclusiveness of recovery. **Figure G-1** depicts the interconnectedness of recovery activities from pre-incident through the long term.

Figure G-1: Recovery Continuum





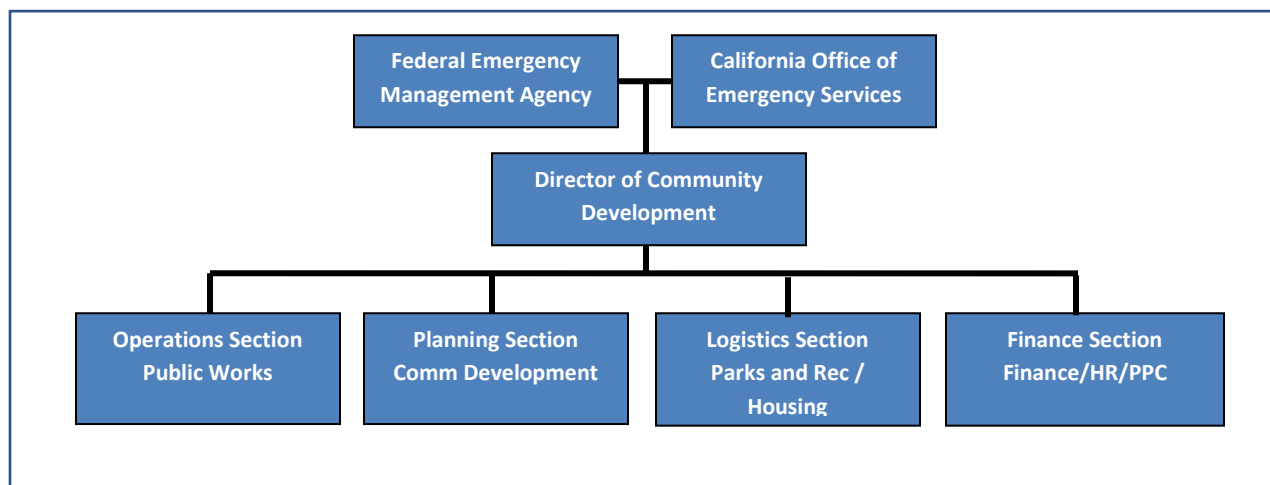
SEMS Disaster Recovery Organization

The National Disaster Recovery Framework (NDRF) strongly recommends that local government leaders appoint a Local Disaster Recovery Manager (LDRM) to serve as the central manager for recovery coordination activities for the jurisdiction. The role of the LDRM is to organize, coordinate, and advance the recovery at the City level. The LDRM will serve as the jurisdiction's primary point of contact with the state agencies. The City has selected the Director of Community Development to fill this position.

The City has established a Disaster Council under Pittsburg Municipal Code Chapter 2.44. The Disaster Council may convene to review a recovery plan, make recommendations on priorities, objectives, and issues to be addressed in the recovery plan. The Mayor serves as the Chair of the Disaster Council; the City Manager serves as the Vice-Chair.

To support the LDRM, the City uses an ICS structure that complements and augments the EOC. **Figure G-2** depicts the City's disaster recovery organization called a Recovery Operations Center (ROC).

Figure G-2: City Recovery Organization



All City Departments will support the ROC with staff and resources. They will also coordinate providing additional contract staff and services as required.

G.1 Damage Assessments and Incident Impacts

After a disaster, the City will seek to rebuild and revitalize all sectors of the community, including local critical infrastructure and essential services. City Departments also must focus on business retention and the redevelopment of housing units that are damaged or destroyed. The process of repairing and rebuilding presents an opportunity for the local government to promote and integrate mitigation measures into recovery rebuilding strategies and plans.

The City EOC will compile damage assessments that are provided by City in responding to the disaster. Additional information must be collected from privately owned critical infrastructure providers and



commercial entities located in the City. Detailed damage assessments of City facilities must be completed by:

- Community Development
- Pittsburg Marina
- Parks and Recreation
- Pittsburg Power Company
- Police Department
- Public Works for water treatment plant and water distribution systems, sewers, storm drains, streets, sidewalks, streetlights, street trees, and buildings

Additional damage assessments must be collected from other organizations including:

- Caltrans
- Cellular service providers such as AT&T, Verizon and others
- Pacific Gas and Electric
- Pittsburg Unified School District
- Pittsburg Chamber of Commerce
- Local hospitals and medical clinics
- Long term care and skilled nursing facilities
- Churches and other NGOs

Damage Assessments should include the following information at a minimum:

- Location such as street address or description of location (e.g. 1200 feet of 12" watermain located under Harbor Street from California Avenue to East 14th Street)
- Potential hazards
- Detailed description of facility (number of buildings, dimensions, size, use, contents, occupancy)
- Detailed description of damage by construction systems (foundations, walls, roofing, HVAC, electrical, plumbing, IT, fixtures, pavement and parking)
- Estimated cost associated with damage
- Insurance coverage and limits

Not all the information may be available initially and acquiring it may require professional engineering services. Cal OES operates the Statewide Safety Assessment Program (SAP) for post-earthquake damage assessments. The SAP provides certified engineers and scientist to support jurisdictions after a disaster. More information is available at

<http://www.caloes.ca.gov/RecoverySite/Documents/SAP%20Guidelines.pdf>

The ROC Planning Section is responsible for compiling damage assessments and providing information and displays to the LDRM to support resource requests and prioritization. Damage assessment information should also be provided to Cal OES and FEMA to support their preliminary damage assessments (PDA) for Stafford Act assistance programs such as Individual and Public Assistance.



G.2 Recovery Reporting and Documentation

Keeping accurate, complete records of recovery efforts is essential for reimbursement and promotes efficient use of limited resources and funds. The ROC Finance Section is responsible for maintaining documentation for the post disaster recovery process. Documentation is required for the following disaster related activities:

- Staff overtime
- Emergency protective measures
- Mutual aid support from other jurisdictions
- Contracted emergency services and equipment
- Disaster debris removal (the City is developing a Disaster Debris Plan)
- Inspections, repairs and reconstruction of City facilities

Documentation goes beyond a description of the extent and nature of the damage to facilities. It should also include detailed assessments of the overall community impacts. Key indicators are:

- Percent of housing stock affected
- Percent of community without essential services including fuel, groceries, and prescription medication access
- Status of public and private schools
- Businesses that have shut down or reduced operations
- Available funds for recovery financing
- Number of people in long term shelters
- Percent of population displaced
- Impacts on neighboring jurisdictions and the region

Monitoring these indicators provides City leaders with information essential to guide recovery planning efforts, request resources, and determine priorities.

G.3 Disaster Assistance Programs

There are numerous disaster assistance programs. They are administrated by federal, state and local government, NGOs, and private organizations.

Federal programs include:

- Stafford Act Programs – These are discussed in detail in **Sections G.4 and G.5.**
- Disaster Housing Assistance Program – This is a federal program administered by FEMA that provides temporary housing to disaster victims during presidentially declared disasters.
- Disaster Mortgage and Rental Assistance Program – This program provides grants for home related mortgage or rent payments to disaster victims, who, as a result of a disaster, have lost their job or business and face foreclosure or eviction from their homes. It is a federal program available under a presidentially declared disaster.



- Housing and Urban Development (HUD) Program – This program is offered to families that meet certain income guidelines and may provide a percentage of the rental cost for a limited period to disaster victims. It is also available under a presidentially declared disaster.
- Small Business Administration (SBA) – This program is automatically implemented following a presidential disaster declaration for Individual Assistance or may be implemented at the request of the governor. It provides low interest loans to businesses and individuals who have suffered disaster losses.
- Individual and Family Grant Program (IFGP) – This is authorized only by a federal disaster declaration. It provides grants to disaster victims who are not eligible for SBA loans.
- Cora Brown Fund - This is authorized only by a federal disaster declaration. The fund provides disaster victims with assistance provided they are not eligible for any other disaster assistance award from the government or other organizations
- U.S. Department of Health and Human Services (HHS) – HHS provides programs such as community health services including the Emergency Prescription Assistance Program and the Strategic National Stockpile of medicines.

These are only a few federal programs that can be activated under a presidentially declared disaster. Disaster assistance may also be altered by legislation passed at the time of the event. Other types of assistance may also be made available depending on the disaster.

State programs include:

- Unemployment and job services – The California Employment Development Department (EDD) provides a variety of services to individuals and businesses impacted by disasters in California. These range from assistance for those who may have lost a job due to the disaster to employers who are forced to shut down operations.
- State Public Assistance Program – The California Public Assistance Program provides funding to cities, counties, special districts, school districts, community colleges, and certain private nonprofit organizations in the event of a state disaster.
- Local Assistance Center (LAC) activation and staffing – The LAC is normally staffed and supported by local, state and federal agencies, as well as non-profit and voluntary organizations. The LAC provides a single facility at which individuals, families and businesses can access available disaster assistance programs and services.

Volunteer programs include:

- American Red Cross exists to provide compassionate care to those in need. The network of donors, volunteers and employees share a mission of preventing and relieving suffering through disaster relief efforts.
- The Volunteer Center of the East Bay enhances Contra Costa County by expanding volunteerism to meet the needs of local nonprofit organizations and public agencies.
- Volunteer Organizations Active in Disasters (VOAD) improve outcomes for people affected by disasters by facilitating cooperation, communication, coordination, and collaboration among



nonprofit organizations, community-based groups, government agencies, and for-profit companies.

- Community Emergency Response Teams (CERT) – This program educates people about disaster preparedness for hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT members can assist others in their neighborhood or workplace following an event when professional responders are not immediately available to help. CERT members also are encouraged to support emergency response agencies by taking a more active role in emergency preparedness projects in their community.
- The Salvation Army and St. Vincent dePaul are ministries with a mission to meet human needs without discrimination.

The Volunteer and Donations Management Unit is part of Logistics Section of the City's EOC staff. It supports and coordinates the efforts of trained volunteer groups and NGOs that provide critical services in a disaster.

G.4 Stafford Act Programs

Stafford Act programs include individual and public assistance. These programs are available after a presidential disaster declaration. They are administered through joint State / federal organization located in a Joint Field Office (JFO). The JFO is organized along ICS principles and follows NIMS / SEMS processes for both response and recovery operations. Eligible applicants for Stafford Act assistance include the following:

- Individuals
- State agencies
- Counties
- Cities
- Special districts
- Schools K-12
- Colleges and institutions of higher education
- Private non-profit organizations organized under §501(c)3 of the Internal Revenue Code

Individual Assistance

The Individuals and Households Program (IHP) provides financial help or direct services to those who have necessary expenses and serious needs if they are unable to meet these needs through other means. Program support includes:

Housing Assistance

- Temporary Housing: Money to rent a different place to live or a temporary housing unit (when rental properties are not available).
- Repair: Money for homeowners to repair damage from the disaster that is not covered by insurance. The goal is to repair the home to a safe and sanitary living or functioning condition.



FEMA may provide some for home repair; then the homeowner may apply for a Small Business Administration disaster loan for additional repair assistance. FEMA will not pay to return a home to its condition before the disaster. Flood insurance may be required if the home is in a Special Flood Hazard Area.

- Replacement: Money to replace a disaster-damaged home, under rare conditions, if this can be done with limited funds.

Other Needs Assistance

- The Other Needs Assistance provision of the Individuals and Households Program provides grants for uninsured, disaster-related necessary expenses and serious needs. Assistance includes:
 - Medical and dental expenses
 - Funeral and burial costs
 - Repair, cleaning, or replacement of:
 - Clothing
 - Household items (room furnishings, appliances)
 - Specialized tools or protective clothing and equipment required for your job
 - Necessary educational materials (computers, school books, supplies)
 - Clean-up items (wet/dry vacuum, air purifier, and dehumidifier)
 - Fuel (fuel, chain saw, firewood)
 - Repairing or replacing vehicles damaged by the disaster, or providing for public transportation or other transportation costs
 - Moving and storage expenses related to the disaster (including evacuation, storage, or the return of property to a home)
 - Other necessary expenses or serious needs (for example, towing, or setup or connecting essential utilities for a housing unit not provided by FEMA)

Public Assistance

The Public Assistance (PA) grant program provides federal assistance to government organizations and certain private nonprofit (PNP) organizations following a presidential disaster declaration. PA provides grants to state, tribal, territorial, and local governments, and certain types of PNP organizations so that communities can quickly respond to and recover from major disasters or emergencies.

The PA program provides supplemental federal disaster grant assistance for debris removal, life-saving emergency protective measures, and the repair, replacement, or restoration of disaster-damaged publicly-owned facilities, and the facilities of certain PNP organizations. The PA program also encourages protection of these damaged facilities from future events by providing assistance for hazard mitigation measures during the recovery process.

Public Assistance categories are:



- Category A: Debris Clearance – Clearance of debris, wreckage, demolition, and removal of buildings damaged beyond repair.
- Category B: Emergency Protective Measures – Measures to eliminate or lessen immediate threats to life, public health, and safety.
- Category C: Roads and Bridges – All non-emergency work and any that may require more time for decision-making, preparation of detailed design, construction plans, cost estimates, and schedules.
- Category D: Water Control Facilities – Includes flood control, drainage, levees, dams, dikes, irrigation works, and bulkheads.
- Category E: Public Buildings and Equipment – Buildings, vehicles or other equipment, transportation systems, fire stations, supplies or inventory, higher education facilities, libraries, and schools.
- Category F: Utilities – Water supply systems, sanitary sewerage treatment plants, storm drainage, and light/power.
- Category G: Other – Park facilities, public and private non-profit facilities, recreational facilities, and playground equipment.

PA programs provide at least 75 percent of costs associated with presidentially declared disasters if program projects meet stringent requirements for documentation, regulatory compliance, and administration. Detailed guidance is provided at: <https://www.fema.gov/public-assistance-local-state-tribal-and-non-profit>

G.5 Hazard Mitigation Grant Programs

The Hazard Mitigation Grant Program (HMGP) provides grants to implement long-term hazard mitigation measures after declaration of a major disaster. The purpose of the HMGP is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster. To qualify for HMGP funding, projects must provide a long-term solution to a problem, and the project's potential savings must exceed the cost of implementing the project.

HMGP Funds may be used to protect either public or private property or to purchase property that has been subjected to, or is in danger of, repetitive damage. The amount of funding available for the HMGP under a particular disaster declaration is limited. Under the program, the federal government may provide a state or tribe with up to 20 percent of the total disaster grants awarded by FEMA under Stafford Act programs and may provide up to 75 percent of the cost of any projects approved under the program. In California, these funds are administered by the Cal OES Hazard Mitigation Grant Program Unit. Additional information on HMGP is available in the City's 2017 **Local Hazard Mitigation Plan**.



Appendix H: Continuity of Government

A major disaster or national security emergency could result in the death or injury of key government officials, or the partial or complete destruction of established seats of government and public and private records essential to continued operations of government. Government at all levels is responsible for providing continuity of effective leadership, authority, and adequate direction of emergency and recovery operations. The California Government Code Section 8643(b) and the Constitution of California provide the authority for state and local government to reconstitute itself in the event incumbents are unable to serve.

A continuity of operations plan, or COOP, outlines the steps a municipality will take to continue their essential functions and maintain government operations within their jurisdiction. The City has not yet developed a detailed, separate Continuity of Operations Plan.

H.1 Alternate Seat of Government

Section 23600 of the California Government Code provides alternate seats of government:

- The City Council shall designate alternative City seats, which may be located outside city boundaries
- Real property cannot be purchased for this purpose
- A resolution designating the alternate City seats must be filed with the Secretary of State
- Additional sites may be designated subsequent to the original site designations if circumstances warrant

In the event the primary location is not usable because of emergency conditions, the temporary seat of city government are as follows:

First Alternate	Senior Center; 300 Presidio Lane, Pittsburg
Second Alternate	Library; 80 Power Avenue, Pittsburg
Third Alternate	Environmental Center; 2581 Harbor Street, Pittsburg

H.2 Lines of Succession

The initial step in assuring continuity of government is to designate personnel who are authorized and prepared to carry out emergency actions for government in the event of a natural, technological, or national security disaster.

The City Manager is designated as the Director of Emergency Services and also serves as the EOC Director. The successors to the position of Director of Emergency Services are appointed by the Director. Should the Director be unavailable or unable to serve, the positions listed below, in order, shall act as the City's Director of Emergency Services. The individual who serves as acting director shall have the authority and



City of Pittsburgh
Emergency Operations Plan

powers of the Director and will serve until the Director is again able to serve, or until a successor has been appointed by the City Council.

First Alternate	Assistant City Manager
Second Alternate	Police Chief
Third Alternate	Police Captain

Notification of any successor changes shall be made through the established chain of command. Article 15, Section 8637 of the Emergency Services Act authorizes political subdivisions to provide for the succession of officers (department heads) having duties related to law and order and/or health and safety.

Article 15, Section 8638 of the Emergency Services Act also establishes a method for the governing body to provide for the continuance of the legislative and executive departments of the political subdivision during a State of War Emergency or a State of Emergency or a local emergency. The governing body shall have the power to appoint the following standby officers as follows:

- Three for each member of the governing body
- Three for the chief executive, if s/he is not a member of the governing body. In case a standby officer becomes vacant because of removal, death, resignation, or other cause, the governing body shall have the power to appoint another person to fill said office. Standby officers shall be designated Nos. 1, 2, and 3 as the case may be.

Article 15, Section 8644 of the Emergency Services Act Section 8644 allows for reconstitution of the governing body if all members of the governing body, including all standby members, are unavailable. Temporary officers may be appointed to serve until a regular member or a standby member becomes available or until an election or appointment of a new regular or standby member. Temporary officers shall be appointed as follows:

- (a) By the chairman of the Board of Supervisors of the county in which the political subdivision is located, and if he is unavailable,
- (b) By the chairman of the Board of Supervisors of any other county within 150 miles of the political subdivision, beginning with the nearest and most populated county and going to the farthest and least populated, and if he is unavailable,
- (c) By the mayor of any city within 150 miles of the political subdivision, beginning with the nearest and most populated city, and going to the farthest and least populated.

Article 15, Section 8642 of the Emergency Services Act authorizes local governing bodies to convene as soon as possible whenever a State of War Emergency, State of Emergency, or local emergency exists, and at a place not necessarily within the political subdivision. Article 15, Section 8643 of the Emergency Services Act describes the duties of a governing body during emergencies as follows:



- Ascertain the damage to the political subdivision, and its population and property. For this purpose, it shall have the power to issue subpoenas to compel the attendance of witnesses and the production of records
- Proceed to reconstitute itself by filling vacancies until there are sufficient officers to form the largest quorum required by the law applicable to that political subdivision. If only one member of the governing body or only one standby officer is available, that one shall have power to reconstitute the governing body
- Proceed to reconstitute the political subdivision by appointment of qualified persons to fill vacancies
- Proceed to perform its functions in the preservation of law and order, and in the furnishing of local services

H.3 Departmental Lines of Succession

The City Manager, or a designee, will ensure staffing is assigned to leadership positions. The successor positions for departmental continuity will be assigned at the time of an incident determined by the type of incident, affected City facilities and staff, and eligible staff to fill the positions. **Table H-1** shows the departments and supporting agencies primary and supporting roles during response to a major emergency or disaster.



Table H-1: Primary and Support for Emergency Functions

Functional Responsibilities of Departments/Assisting Agencies

■ = Primary Responsibility ■ = Support Role

DEPARTMENTS and AGENCIES	PITTSBURGH EMERGENCY FUNCTIONS																								
	Management	Emergency Services	Safety / Security	Legal	Public Information	Liaison	Law / Coroner	Fire/Rescue	Emergency Medical	Maintenance / Utilities	Public Health	Hazardous Materials	Animal Care/ Control	Care and Shelter / ADA/AFN /	Situation Analysis	Damage Assessment	Recovery	Resource Status	Documentation	Personnel / Volunteers	Communications / Data	Supply	Facilities	Transportation	Finance
City Council																									
City Manager / EOC Director																									
City Attorney																									
City Clerk																									
Contra Costa County Fire Protection District																									
Development Services																									
Finance Department																									
Pittsburg Marina																									
Human Resources																									
Water Department																									
Police Department																									
Public Works Department																									
Recreation and Parks																									
Partner Agencies																									
County Office of Emergency Management																									
County Department of Public Health																									
County Sheriff's Department																									
County Animal Services																									
Pittsburg Unified School Dist.																									
Pacific Gas & Electric																									
American Red Cross																									
The Salvation Army /St. Vincent dePaul																									



H.4 Vital Records Retention

The preservation of vital records is critical to the City's recovery from a catastrophic event. In addition to the information retrieval requirements of response, each response function has a record-keeping component. Although the principal focus of vital records preservation is to support recovery through reimbursement of disaster-related costs, vital records also have a broader and arguably more important function. Vital records become vital because they help to describe a reasonably complete compilation of damage, death, physical or mental trauma, and allocation of public and private resources, making it possible to learn from the disaster experience. In the City, the City Clerk is responsible for the preservation of vital records. The City Clerk's Office stores hardcopy minutes, resolutions, deeds, and contracts in the vault located in the City Clerk's Office at City Hall.

Offsite Records Storage

The City's offsite storage vendor, Iron Mountain, retains most departments' inactive records. Iron Mountain is located at 8150 Signal Court, Sacramento, CA. The phone number is (888) 365-4766.



Appendix I: Contacts



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 11/6/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Resolution Authorizing California Beverage Container Recycling and Litter Reduction Act Funding Request
MEETING DATE: 12/3/2018

EXECUTIVE SUMMARY

The State of California Department of Resources Recycling and Recovery (CalRecycle) maintains a funding program eligible to cities and counties for projects that promote beverage container recycling and litter clean up. The funding applications require a City Council Resolution for the City to be eligible to receive this non-competitive funding.

FISCAL IMPACT

Approval of this Resolution will provide the City of Pittsburg with an opportunity to receive approximately \$17,000 to \$18,000 in funding to implement activities related to beverage container recycling and litter reduction. Without these funds, the desired recycling programs in the schools and community would not be funded, or would require the expenditure of other City funds such as the general fund.

RECOMMENDATION

Staff recommends City Council adoption of the attached Resolution authorizing the submittal of the Funding Request Form, authorize the City Manager to execute the application and necessary documents on behalf of the City and the Director of Finance to receive and account for the funds provided.

BACKGROUND

The California Beverage Container Recycling and Litter Reduction Act, Section 14581 (a)(5)(A), requires CalRecycle to distribute a total of \$10,500,000 to all eligible cities and counties for beverage container recycling and litter cleanup activities. The goal of CalRecycle's beverage container recycling program is to reach and maintain an 80 percent recycling rate for all California Refund Value (CRV) beverage containers - aluminum, glass,

plastic and bi-metal. Projects implemented by cities and counties will assist in reaching and maintaining this goal.

Each city is eligible to receive a minimum of \$5,000 or an amount calculated by CalRecycle, on a per capita basis, whichever is greater. The per capita amount is calculated, based upon the population at the beginning of each calendar year, as stated in the annual City and County Population and Housing Estimates Report submitted to the governor by the California Department of Finance.

Past funding from this program has benefited the community by providing collection containers for the high school, junior high school and community college as well as purchasing products made of recycled plastic and other recycled products. Education and media campaigns have also been funded.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Based on population, the City of Pittsburg is eligible to receive \$17,900 in funding. To qualify to receive these funds the City must develop and implement pre-approved activities that meet specified criteria and adopt a resolution of authorization. The criteria are as follows:

- Collection and recycling of beverage containers at large venues; schools, public areas, community areas;
- Public education or advertising promoting beverage container recycling and/or litter prevention;
- Beverage container/litter abatement in public places including community clean-up projects or other related activities involving the recycling of beverage containers.
- Supporting AB341 Mandatory Commercial Recycling requirements

Projects being considered by staff and pending approval by CalRecycle include purchasing recycling units at schools for the collection of bottles and cans as well as for public/community areas and litter programs. These projects support the City's effort to reach the state goal of 75 percent recycling rate. The attached Resolution would authorize the funding request application and secure funds from Department of Resources Recycling and Recovery (CalRecycle) to implement approved activities outlined in the Beverage Container Recycling and Litter Reduction Act.

ATTACHMENTS: Resolution 18-

Report Prepared By: Laura Wright, Environmental Affairs Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Resolution Authorizing California	)	
Beverage Container Recycling and Litter	)	RESOLUTION NO. 18 -
<u>Reduction Act Funding Request</u>	)	

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the people of the State of California have enacted the California Beverage Container Recycling and Litter Reduction Act that provides funds to cities and counties for beverage container recycling and litter cleanup activities; and

WHEREAS, the California Department of Resources Recycling and Recovery (CalRecycle) has been delegated the responsibility for administering the funding program within the State and establishing the necessary procedures for cities and counties to obtain funds under the program; and

WHEREAS, per Section 14581 (a)(5)(D) of the California Beverage Container Recycling and Litter Reduction Act, the eligible participant must submit the Funding Request Form by the specified due date and time in order to request funds from the CalRecycle; and

WHEREAS, it is the City Council's desire and direction that staff apply for these funds for FY 2018/2019.

NOW, THEREFORE, the City Council finds and determines as follows:

SECTION 1. Findings

- A. The recitals set forth are true and correct statements.
- B. The City Council authorizes the submittal of the Funding Request Form to the Department of Resources Recycling and Recovery (CalRecycle).
- C. The City Manager, Assistant City Manager or his/her designee, is hereby authorized to execute in the name of the City of Pittsburg all necessary forms for the purposes of securing payments and to implement and carry out the purposes specified in the Section 14581 (a)(5)(B) of the California Beverage Container Recycling and Litter Reduction Act for Fiscal Year 2018/2019 and provide information regarding this program to CalRecycle upon request.

- D. The Director of Finance is hereby authorized to receive these funds in the name of the City of Pittsburg and to be established for the purpose of administering this program.

SECTION 2. Effective Date.

This Resolution is effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the third day of December, 2018 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 11/16/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Council Resolution to Amend Staffing Allocation in the Pittsburg Power Company
MEETING DATE: 12/3/2018

EXECUTIVE SUMMARY

The City Manager, upon recommendation of the Assistant City Manager recommends changing the staffing allocation plan by adding one (1) Maintenance Worker II-Facilities & Utilities position to the Pittsburg Power Company's Island Energy staff.

FISCAL IMPACT

The cost for the balance of FY 2018-19 for one Maintenance Worker II- Facilities & Utilities with benefits is \$60,367. Funding for this position is expected to be covered by reserved funds not being expended under the approved fiscal budget as a result of one (1) electrical Utility Technician-I position remaining unfilled for the first half of FY 2018-19. The savings will cover the Maintenance Worker II position for the balance of the fiscal year. No additional funds needed.

RECOMMENDATION

The City Council adopt a resolution to amend the authorized positions by adding one (1) full-time regular Maintenance Worker II-Facilities & Utilities position to the Power Company.

BACKGROUND

The Pittsburg Power Company, currently has one Utility Technician I position supporting Island Energy's natural gas distribution system. With increasing demand centered on customer gas interconnections and maintenance projects, there is a need for additional staffing to support and assist with pipefitting/plumber related duties and to provide 'on-call' coverage for natural gas service or events. This position would be in support of Island Energy's natural gas distribution system operations and will principally be focused on gas

distribution system support, but will also perform as support to projects on the electrical distribution system as may be required.

SUBCOMMITTEE FINDINGS

Not applicable

STAFF ANALYSIS

In accordance with Personnel Rule 3.4, the City Council is asked to allocate one full-time regular Maintenance Worker II-Facilities & Utilities position.

The City Council is asked to change the staffing allocation to add one (1) Maintenance Worker II-Facilities & Utilities to the Pittsburgh Power Company.

Once approved by Council, Human Resources will work with the Pittsburgh Power Company to develop a recruitment plan and conduct a recruitment to fill the Maintenance Worker II-Facilities & Utilities position.

ATTACHMENTS: Resolution

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution to Allocate)
One Maintenance Worker II- Facilities & Utilities Position)

Resolution No. 18-

WHEREAS, the City Manager recommends amending the staffing allocation plan due to staffing needs at Pittsburgh Power Company; and

WHEREAS, the City's Personnel Rules calls for the City Council to allocate positions to each classification; and

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The City Council adopt this Resolution approving the amendment to the authorized staffing allocation by adding one full-time regular Maintenance Worker II – Facilities & Utilities position with a maximum salary range of \$5,836 per month plus fringe benefits.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh on the 3rd day of December 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 11/14/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize Additional Construction Contingency for Contract 2013-19, Multimodal Transit Station Access Improvements Project for the Construction of Additional Facilities

MEETING DATE: 12/3/2018

EXECUTIVE SUMMARY

Contract 2013-19, Multimodal Transit Station Access Improvements Project (the "Project") is for construction of a short-term parking and drop off lot to support Pittsburg Center BART Station and a trail connecting Power Avenue to Railroad Avenue. The National Guard and BART requested that the City construct improvements in areas adjacent to the City's project. Adoption of the attached resolution will increase the construction contingency to reflect the additional costs for the improvements to be reimbursed by the respective agencies.

FISCAL IMPACT

The Project is funded by a One Bay Area Grant (OBAG) in the amount of \$1,300,000, \$377,000 of Measure J funds (Fund 204), \$380,000 of Infrastructure Repair and Replacement Funds (IRRF)(Fund 310), \$1,580,000 from the Pittsburg Regional Traffic Mitigation Fund (PRTMF)(Fund 307), and \$300,000 from the Local Traffic Mitigation Fund (LTMF)(Fund 303) for a total Project budget of \$3,937,000.

The estimated cost for the BART turnout requested to be constructed as a change order is \$230,000. The cost for the grade beam and double luminaires for the National Guard is \$55,000. The current authorized construction contingency is \$300,000. Staff requests that the project budget be increased by \$285,000 to reflect the reimbursements to be received from BART and the National Guard for the additional expense of constructing the improvements. If approved, the total Project budget will be \$4,222,000.

A Project Funding Summary is attached to this report.

RECOMMENDATION

City Council adopt a resolution authorizing an additional \$285,000 to the project budget for construction of improvements to be reimbursed by BART and the National Guard for a total Project budget of \$4,222,000.

Staff further requests that the construction contingency be increased from \$300,000 to \$585,000 to allow for change orders to be issued to perform construction of improvements requested by BART and the National Guard. If approved, payments received from BART and the National Guard for the improvements will be allocated to the Project budget to reimburse expenditures for the work.

Staff requests that the City Manager be authorized to approve contract change orders for the Project for a total amount not to exceed 100% of the contingency amount.

BACKGROUND

The construction contract for the Project was executed on April 3, 2017, for construction of a trail connecting Power Avenue to Railroad Avenue and a short-term parking and drop off lot to support the new Pittsburg Center BART Station.

During construction National Guard staff informed the City of their plans to construct a security fence around their parcel adjacent to the trail that was to be constructed with the Project. As a result of meeting with City staff, National Guard staff requested modifications to the City's Project that would prevent duplication of effort.

During construction BART staff informed the City of their plans to construct a vehicle turnout on California Avenue to facilitate the collection of revenue from the Pittsburg Center BART Station by treasury staff. The request was made that the City include the turnout with the City's Project as a change order in order to install the improvements as soon as possible.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

The Project included installation of pathway lighting, curb and gutter for the bicycle/pedestrian pathway along the south side of the National Guard property line. City staff suggested that the pathway lighting could be modified to provide lighting for the pathway and for the National Guard parking area if double-head luminaires could be installed instead of the single-head included in the Project.

Staff also suggested that the curb and gutter could be modified to allow for easier construction of the proposed fencing that the National Guard intended to install.

National Guard staff agreed to these modifications and offered to reimburse the City for the additional costs to make the modifications as a change order to the Project. City staff negotiated with the contractor on the Project and provided the National Guard with a total

cost of \$55,000 for construction of the modifications. This amount was agreed to by the National Guard.

During construction of the Project, BART staff identified the need for a treasury vehicle turnout for the Pittsburg Center BART Station. The pullout was an urgent need and BART requested that the City construct the turnout as a change order to its Project and costs would be reimbursed. The estimated cost for the turnout is \$230,000.

The turnout improvements will benefit BART by providing a space for BART treasury vehicle parking while collecting revenues from the Pittsburg Center BART Station. The location of the turnout on the south side of California Avenue allows BART staff to collect revenue without having to cross roadways. This location would also prevent the treasury vehicle from occupying space in the drop off lot.

Construction of these improvements with the City's Project will benefit the agencies requesting them by reducing the time to construct them by modifying an existing construction contract and use a contractor that is already performing work in the area. An additional benefit is the cost savings to the agencies for bidding and project management.

Prior to issuing any change orders for the additional work requested, BART and National Guard staff must first agree to the cost and reimbursement amount. Any changes required during construction would also receive prior approval.

ATTACHMENTS: Resolution
Budget Summary

Report Prepared By: Ronald A. Nevels, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution to Authorize Additional)
Construction Contingency for)
Contract 2013-19; Multimodal) RESOLUTION NO. 18 -
Transit Station Access)
Improvements Project for the)
Construction of Additional Facilities)

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, Contract 2013-19, Multimodal Transit Station Access Improvements Project (the "Project") is for construction of a short-term parking and drop off lot to support Pittsburgh Center BART Station and a trail connecting Power Avenue to Railroad Avenue; and

WHEREAS, during construction National Guard staff informed the City of their plans to construct a security fence around their parcel adjacent to the trail that was to be constructed with the Project. As a result of meeting with City staff, National Guard staff requested modifications to the City's Project that would prevent duplication of effort; and

WHEREAS, during construction BART staff informed the City of their plans to construct a vehicle turnout on California Avenue to facilitate the collection of revenue from the Pittsburgh Center BART Station by treasury staff. The request was made that the City include the turnout with the City's Project as a change order in order to install the improvements as soon as possible; and

WHEREAS, the Project is funded by a One Bay Area Grant (OBAG) in the amount of \$1,300,000, \$377,000 of Measure J funds (Fund 204), \$380,000 of Infrastructure Repair and Replacement Funds (IRRF)(Fund 310), \$1,580,000 from the Pittsburgh Regional Traffic Mitigation Fund (PRTMF)(Fund 307), and \$300,000 from the Local Traffic Mitigation Fund (LTMF)(Fund 303) for a total Project budget of \$3,937,000; and

WHEREAS, the estimated cost for the BART turnout requested to be constructed as a change order is \$230,000. The cost for the grade beam and double luminaires for the National Guard is \$55,000; and

WHEREAS, Staff requests that the project budget be increased by \$285,000 to reflect the reimbursements to be received from BART and the National Guard for the additional expense of constructing the improvements. The resulting total Project budget will be \$4,222,000; and

WHEREAS, Staff requests that the construction contingency be increased from \$300,000 to \$585,000 to allow for change orders to be issued to perform construction of

improvements requested by BART and the National Guard. Payments received from BART and the National Guard for the improvements will be allocated to the Project budget to reimburse expenditures for the work; and

WHEREAS, Staff requests that the City Manager be authorized to approve contract change orders for the Project for a total amount not to exceed 100% of the contingency amount.

NOW, THEREFORE the City Council finds and determines as follows:

Section 1.

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2.

City Council hereby authorizes an additional \$285,000 to the Project budget for construction of improvements to be reimbursed by BART and the National Guard for a total Project budget of \$4,222,000.

Section 3.

City Council hereby authorizes the construction contingency to be increased from \$300,000 to \$585,000 to allow for change orders to be issued to perform construction of improvements requested by BART and the National Guard.

Section 4.

City Council hereby allocates payments received from BART and the National Guard for the improvements to the Project budget to reimburse expenditures for the work performed on behalf of the respective agencies.

Section 5.

The City Manager is authorized to approve contract change orders for the Project for a total amount not to exceed 100% of the contingency amount.

Section 6.

The City Manager is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to carry out the City's obligations pursuant to the Contract.

Section 7.

The City Clerk shall certify to the adoption of this Resolution.

Section 8.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 3rd day of December 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Budget Summary
Contract 2013-19, BART Multimodal Transfer Facility Project
Project 2010

Project Funding

Infrastructure Fund (Fund 310)	\$380,000
Measure J (Fund 204)	\$377,000
PRTDM (Fund 307)	\$1,580,000
LTMF (Fund 303)	\$300,000
BART Improvements Reimbursement	\$230,000
National Guard Improvements Reimbursement	\$55,000
OBAG Grant (CMAQ)	\$1,300,000
Funding Total	\$4,222,000

Project Expenditures:

Design: (Code 2122)	Design Consultants	\$361,040
	Subtotal	\$361,040
Miscellaneous: (Code 1399)	Advertising	\$1,010
	Legal	\$56
	Postage	\$109
	Subtotal	\$1,175
Construction: (Code 2281)	Construction Contract	\$2,797,525
	Construction Contingency	\$585,000
	Soundwall Installation	\$23,608
	Material Testing	\$12,348
	Subtotal	\$3,418,481
Capital Equipment: (Code 3005)	Traffic Signal Equipment	\$15,682
	Subtotal	\$15,682
Staff Time: (Code 1101)	Staff Time During Design	\$89,000
	Staff Time During Construction	\$114,094
	Subtotal	\$203,094
Admin: (Code 2372)	Staff Administrative Overhead During Design	\$92,545
	Staff Administrative Overhead During Construction	\$112,251
	Subtotal	\$204,796
	Expenditures Total	\$4,204,267
	Estimated Remaining	\$17,733



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 11/15/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Council Resolution to Accept Grant Funds from Keller Canyon Mitigation Fund for FY 18/19 Recreation Programs
MEETING DATE: 12/3/2018

EXECUTIVE SUMMARY

The City has been awarded grants totaling \$12,500 supporting recreation programs benefiting programs offered at the City's Senior Center. Staff is requesting adoption of a resolution to accept the grants and allocate the funds to the FY 2018-19 Parks and Recreation budget.

FISCAL IMPACT

If approved, the resolution will authorize allocation of the \$12,500 grant funds to the Fiscal Year 2018-19 Parks and Recreation program budget (Fund 110). No additional expenditure from the General Fund is required for the receipt of the grants since no matching funds are required.

RECOMMENDATION

City Council adopt the attached resolution authorizing acceptance of the grants and allocation of the additional \$12,500 to the Fiscal Year 2018-19 Parks and Recreation budget.

BACKGROUND

Staff applied for and was rewarded grant funding from the Keller Canyon Mitigation Trust Fund to support three (3) recreation programs. This fund is administered by Contra Costa County.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

The Keller Canyon Mitigation Trust Fund grant will support specialized recreation services for senior citizens.

The Community Is Key program was approved for a \$5,000 grant to defray the production and mailing costs for the 2018-19 "Senior Center Newsletter" three times a year promoting senior citizen programs and activities.

The Food, Fun and Fellowship program was awarded \$2,500 to support nutrition and social interaction programs for seniors at the Senior Center. Programs include, but are not limited to, three themed dances and three tournaments.

The Senior Center Health Fair/Winter Ball/Fashion Show program was awarded \$5,000 to support events that build community, provide access to health services, and reduce isolation for seniors in Pittsburg and Bay Point.

ATTACHMENTS: Resolution
Interagency Agreement Number BO# 65
Interagency Agreement Number BO# 66
Interagency Agreement Number BO# 67

Report Prepared By: Kolette Simonton, Assistant Director of Economic Development and Recreation

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Acceptance of Grant Funds from)
Keller Canyon Mitigation Fund for)
FY 18/19 Recreation Programs)

RESOLUTION NO. 18-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City applied for and was three awarded grants totaling \$12,500 from the Keller Canyon Mitigation Fund, administered by Contra Costa County, to support recreation programs; and

WHEREAS, the Community Is Key program was approved for a \$5,000 grant to defray mailing costs for the 2018-19 "Senior Center Newsletter" three times a year promoting senior citizen programs and activities; and

WHEREAS, the Food, Fun and Fellowship program was awarded \$2,500 to support nutrition and social interaction programs for seniors at the Senior Center; and

WHEREAS, the Senior Center Health Fair/Winter Ball/Fashion Show program was awarded \$5,000.00 to support events that build community, provide access to health services, and reduce isolation for seniors in Pittsburg and Bay Point; and

WHEREAS, the City wishes to accept these grants and allocate the funds to the FY 2018-19 Parks and Recreation Department budget.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The City Council adopts this Resolution accepting three grants totaling \$12,500 from the Keller Canyon Mitigation Grant Fund, authorizes execution of the agreement and allocating the funds to the Parks and Recreation Department approved budget for Fiscal Year 2018/19.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 3rd day of December, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

INTERAGENCY AGREEMENT
(Agency Provides Services)

Number BO#65
Fund/Org# 1581
Account # 2310
Other #

1. Contract Identification.

Department: Contra Costa County Department of Conservation and Development

Subject: Interagency Agreement between Contra Costa County Department of Conservation and Development and Agency named below for Community is Key,
Board Order # 65

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: City of Pittsburg, for its Parks and Recreation Department (hereinafter "Agency")

Capacity: A public agency

Address: 65 Civic Dr, Pittsburg, CA 94565

3. Term. The effective date of this Agreement is July 1, 2018 and it terminates on June 30, 2019 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Agency under this Agreement shall not exceed \$5,000.00.

5. County's Obligations. County shall pay Agency for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Agency's Obligations. Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

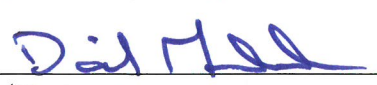
7. General and Special Conditions. This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: See attached Service Plan.

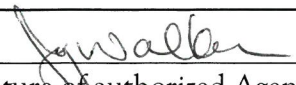
9. Legal Authority. This Agreement is entered into under and subject to the following legal authorities:
31000

10. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By <u></u> Chairman/Designee	By <u></u> Deputy <u>C. 102, 8/2/18</u>

AGENCY

By <u></u> (Signature of authorized Agency representative) <u>Recreation Supervisor J. Walker</u> (Print name and title A)	By _____ (Signature of authorized Agency representative) _____ (Print name and title B)
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ACKNOWLEDGMENT/APPROVALS
(Purchase of Services – Long Form)

Number: _____

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

)

COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

Number

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- ☐ a. \$ monthly, or
- ☐ b. \$ per unit, as defined in the Service Plan, or
- ☐ c. \$ after completion of all obligations and conditions herein.
- ☒ d. Other: On a reimbursement basis for costs specified in the Service Plan.
2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials:

Contractor

County Dept.

SERVICE PLAN

FY 2018/19 Keller Canyon Mitigation Fund (KCMF) July 1, 2018 – June 30, 2019

Contractor: City of Pittsburgh, for its Parks and Recreation Department,
BO #65

Contractor's Obligations: During the term of this Contract, Contractor will publish and mail the Senior Center Newsletter three times per year to provide seniors who do not have access to a computer, critical information regarding County and City services that enhance their quality of life.

Use of Keller Funds: The total cost of the project is \$9,280.00. Keller funds shall be used for the following expenses:

Production and postage:	\$5,000.00
-------------------------	------------

Reporting Requirements: Contractor shall submit reports on the progress and outcomes of the project on January 8, 2019, April 8, 2019, and July 8, 2019.

Other Requirements:

Contractor will ensure recognition of the Keller Canyon Mitigation Fund in providing services through this Agreement. As appropriate, activities, facilities, and items utilized pursuant to this Agreement shall be labeled as to funding source. (e.g., Program is funded with Keller Canyon Mitigation Funds administered through Contra Costa County Supervisorial District 5.)

The use of Keller Canyon Mitigation Funds for political advocacy is prohibited.

For programs serving youth, Contractor is strongly encouraged to participate in the annual Contra Costa County Supervisorial District 5 sponsored Youth Conference and Empowerment Summit.

Initials:


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

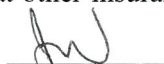

Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



Contractor



County Dept.

INTERAGENCY AGREEMENT
(Agency Provides Services)

Number BO#66
Fund/Org# 1581
Account # 2310
Other #

1. Contract Identification.

Department: Contra Costa County Department of Conservation and Development
Subject: Interagency Agreement between Contra Costa County Department of Conservation and Development and Agency named below for Fun Food and Fellowship,
Board Order # 66

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: City of Pittsburg, for its Parks and Recreation Department (hereinafter "Agency")

Capacity: A public agency

Address: 65 Civic Dr., Pittsburg, CA 94565

3. Term. The effective date of this Agreement is July 1, 2018 and it terminates on June 30, 2019 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Agency under this Agreement shall not exceed \$2,500.00.

5. County's Obligations. County shall pay Agency for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Agency's Obligations. Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. General and Special Conditions. This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: See attached Service Plan.

9. Legal Authority. This Agreement is entered into under and subject to the following legal authorities:
31000

10. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By <u>[Signature]</u> Chairman/Designee	By <u>[Signature]</u> Deputy <u>C.102, 8/7/18</u>

AGENCY

By <u>[Signature]</u> (Signature of authorized Agency representative) <u>Joy Walker Recreation Supervisor</u> (Print name and title A)	By _____ (Signature of authorized Agency representative) _____ (Print name and title B)
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ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

Number: _____

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

)

COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

Number

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- ☐ a. \$ monthly, or
- ☐ b. \$ per unit, as defined in the Service Plan, or
- ☐ c. \$ after completion of all obligations and conditions herein.
- ☒ d. Other: On a reimbursement basis for costs specified in the Service Plan.
2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: fw
Contractor

SD
County Dept.

SERVICE PLAN

FY 2018/19 Keller Canyon Mitigation Fund (KCMF) July 1, 2018 – June 30, 2019

Contractor: City of Pittsburg, for its Parks and Recreation Department,
BO #66

Contractor's Obligations: During the term of this Contract, Contractor will partner with the C.C. Café to provide seniors with an opportunity for socialization, physical activity, tournaments, and good nutrition. Three dances and three tournaments will be provided to help improve seniors' quality of life.

Use of Keller Funds: The total cost of the project is \$13,844.00. Keller funds shall be used for the following expenses:

Staff and operating expenses:	\$2,500.00
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Reporting Requirements: Contractor shall submit reports on the progress and outcomes of the project on January 8, 2019, April 8, 2019, and July 8, 2019.

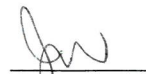
Other Requirements:

Contractor will ensure recognition of the Keller Canyon Mitigation Fund in providing services through this Agreement. As appropriate, activities, facilities, and items utilized pursuant to this Agreement shall be labeled as to funding source. (e.g., Program is funded with Keller Canyon Mitigation Funds administered through Contra Costa County Supervisorial District 5.)

The use of Keller Canyon Mitigation Funds for political advocacy is prohibited.

For programs serving youth, Contractor is strongly encouraged to participate in the annual Contra Costa County Supervisorial District 5 sponsored Youth Conference and Empowerment Summit.

Initials:


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. Termination and Cancellation.

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
- 6. Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
- 7. Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
- 8. Modifications and Amendments.**
- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
 - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
- 9. Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

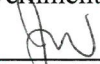
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

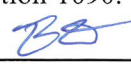
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

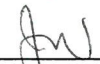

Contractor

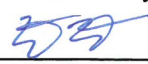

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.


Contractor

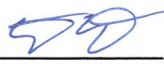

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



Contractor



County Dept.

1. Contract Identification.

Department: Contra Costa County Department of Conservation and Development

Subject: Interagency Agreement between Contra Costa County Department of Conservation and Development and Agency named below for Senior Center Health Fair/ Winter Ball/ Fashion

Show,

Board Order # 67

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: City of Pittsburg, for its Parks and Recreation Department (hereinafter "Agency")

Capacity: A public agency

Address: 65 Civic Dr., Pittsburg, CA 94565

3. Term. The effective date of this Agreement is July 1, 2018 and it terminates on June 30, 2019 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Agency under this Agreement shall not exceed \$5,000.00.

5. County's Obligations. County shall pay Agency for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Agency's Obligations. Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

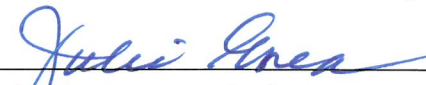
7. General and Special Conditions. This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: See attached Service Plan.

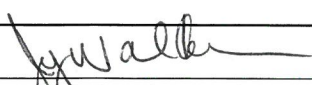
9. Legal Authority. This Agreement is entered into under and subject to the following legal authorities:
31000

10. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By <u></u> Chairman/Designee	By <u></u> Deputy <u>C.102, 8/7/18</u>

AGENCY

By <u></u> (Signature of authorized Agency representative) <u>Joy Walker Recreation Supervisor</u> (Print name and title A)	By _____ (Signature of authorized Agency representative) _____ (Print name and title B)
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ACKNOWLEDGMENT/APPROVALS
(Purchase of Services – Long Form)

Number:

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

)

COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

Number

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- ☐ a. \$ monthly, or
- ☐ b. \$ per unit, as defined in the Service Plan, or
- ☐ c. \$ after completion of all obligations and conditions herein.
- ☒ d. Other: On a reimbursement basis for costs specified in the Service Plan.
2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials:
Contractor

County Dept.

City of Pittsburg, for its Parks and Recreation Department
Senior Center Health Fair/ Winter Ball/ Fashion Show

SERVICE PLAN

**FY 2018/19 Keller Canyon Mitigation Fund (KCMF)
July 1, 2018 – June 30, 2019**

Contractor: City of Pittsburg, for its Parks and Recreation Department,
BO #67

Contractor's Obligations: During the term of this Contract, Contractor will host a series of events in order to build community and reduce isolation for seniors in Pittsburg and Bay Point, as well as to ensure that the seniors gain access to crucial health services. The events are the Senior Fashion Show, the Winter Ball, and the Health Fair.

Use of Keller Funds: The total cost of the project is \$13,700.00. Keller funds shall be used for the following expenses:

Entertainment and operational costs:	\$5,000.00
--------------------------------------	------------

Reporting Requirements: Contractor shall submit reports on the progress and outcomes of the project on January 8, 2019, April 8, 2019, and July 8, 2019.

Other Requirements:

Contractor will ensure recognition of the Keller Canyon Mitigation Fund in providing services through this Agreement. As appropriate, activities, facilities, and items utilized pursuant to this Agreement shall be labeled as to funding source. (e.g., Program is funded with Keller Canyon Mitigation Funds administered through Contra Costa County Supervisorial District 5.)

The use of Keller Canyon Mitigation Funds for political advocacy is prohibited.

For programs serving youth, Contractor is strongly encouraged to participate in the annual Contra Costa County Supervisorial District 5 sponsored Youth Conference and Empowerment Summit.

Initials:


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

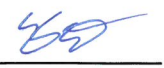
1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

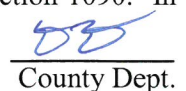
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

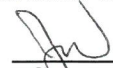

Contractor

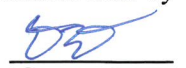

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

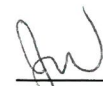

Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

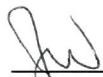
- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

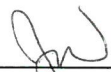
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



Contractor



County Dept.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 11/20/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Allocating Funds and Authorizing Payment of City's Share of Project Costs for Ray Giacomelli Community Park

MEETING DATE: 12/3/2018

EXECUTIVE SUMMARY

On July 18, 2016, the City and Seecon Financial & Construction Co., (Developer) entered into a Memorandum of Understanding (MOU) for construction of a six-acre park in the San Marco Development Area. The park now known as Ray Giacomelli Community Park, is complete and the Developer requests reimbursement of the City's share of construction costs.

FISCAL IMPACT

Staff has completed a review of all expenses related to design and construction of the park and determined that the City's share to be \$359,665. If approved, the resolution will increase the approved budget for Project 3065 San Marco Park to \$ 2,609,665, allocate additional funds to the project from available fund balance in Park Dedication Fee (Fund 304) (\$249,665) and from Project 3074, Biennial Restroom Project (\$110,000), and authorize reimbursement to the Developer. This is an appropriate use of these funds.

RECOMMENDATION

City Council approve the attached Resolution to increase the project budget for Project 3065 San Marco Park to \$ 2,609,665, allocate \$359,665 from Park Dedication funds to the Project, and authorize reimbursement to the Developer for the City's share of the costs to construct Ray Giacomelli Community Park.

BACKGROUND

On April 3, 1990 the City and the Developer entered into a Development Agreement for the San Marco Subdivision and amended the agreement from time to time. On April 8, 2013,

the City and Developer executed the Third Amendment to Development Agreement acknowledging that Developer will contribute \$1,500,000 for the construction of a six-acre park and amenities.

On May 20, 2013, the City Council adopted Resolution No. 13-11970 approving a revised budget of \$100,000 for the San Marco Park project for staff and other City costs during the design and construction phases of the park.

On July 18, 2016, the City and Developer executed a Memorandum of Understanding for Ray Giacomelli Park Construction. The project was designed according to the City's specifications and constructed by a contractor through the competitive bidding process.

The engineer's estimate for construction of the park was \$2,700,000, which exceeded the Developer's original obligation under the MOU of \$1,500,000. The MOU included provisions to allow the Developer a credit of up to \$700,000 in its required park dedication/park in lieu fee obligation, if construction costs exceed \$1,500,000. Under the agreement if the Developer's costs for the park construction exceed \$2,200,000, the City agreed to contribute up to \$500,000 toward the cost of construction.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Developer has completed construction of Ray Giacomelli Community Park, meeting City standards and specifications. Staff has reviewed records of construction expenses provided by the Developer and confirmed the Developer has expended \$2,559,665 in construction costs. Staff recommends the City authorize reimbursement be paid to the Developer in the amount of \$359,665, which is within the amount authorized in the MOU.

ATTACHMENTS: Resolution

Report Prepared By: Jolan Longway
Clean Water Program Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Allocating Funds and Authorizing	)	RESOLUTION NO. 18-
Payment of City's share of Project Costs	)	
<u>For Ray Giacomelli Community Park</u>	)	

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, On April 3, 1990 the City and the Developer entered into a Development Agreement for the San Marco Subdivision and amended the agreement from time to time. On April 8, 2013, the City and Developer executed the Third Amendment to Development Agreement acknowledging that Developer will contribute \$1,500,000 for the construction of a six-acre park in the San Marco development area, now known as Ray Giacomelli Community Park and amenities; and

WHEREAS, On May 20, 2013, the City Council adopted Resolution No. 13-11970 approving a revised budget of \$100,000 for the San Marco Park project for staff and other City costs during the design and construction phases of the park; and

WHEREAS, On July 18, 2016, the City and Developer executed a Memorandum of Understanding (MOU) for Ray Giacomelli Park Construction. The estimated cost for park construction was \$2,700,000, which exceeded Developer's original \$1,500,000 contribution; and

WHEREAS, The MOU included provisions to allow the Developer a credit of up to \$700,000 in its park dedication/park in lieu fee obligation, if construction costs exceed \$1,500,000; and

WHEREAS, Under the agreement if the Developer's costs for park construction exceed \$2,200,000, the City agreed to contribute up to \$500,000 toward the cost of construction.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. That the above recitals are true and correct and have served as the basis for the findings and actions of the City Council set forth below.

Section 2. The City Council hereby authorizes an increase in the approved budget for Project 3065 San Marco Park to \$2,609,665 and allocation to the project of \$249,665 from fund balance in Park Dedication Funds (Fund 304) and \$110,000 from Project 3074 Biennial Restroom Project.

Section 3. The City Council hereby authorizes payment to Developer in the amount of \$359,665 for City's share of park construction costs.

Section 4. The Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 3rd day of December 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 11/16/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting the Plans and Specifications and Authorizing Award of Contract 2018-02, 2018/2019 CDBG ADA Curb Ramp Installation Project.

MEETING DATE: 12/3/2018

EXECUTIVE SUMMARY

Contract 2018-02, 2018/2019 CDBG ADA Curb Ramp Installation Project (“the Project”) is for construction of 25 curb ramps in the vicinity of Foothill Elementary School. Adoption of this resolution will accept the plans and specifications for the Project and authorize the City Manager to award a construction contract to Rosas Brothers Construction of Oakland, California.

FISCAL IMPACT

The Project budget is funded by Community Development Block Grant (CDBG) in the amount of \$226,368 (Project 4962). This Resolution will authorize a construction contract for a total contract amount of \$118,600 and authorize the use of all available remaining funds as construction contingency (approximately \$84,000). The intent of this authorization is to construct as many additional curb ramps as possible within the approved grant amount. A detailed Project Budget Summary is attached to this Staff Report.

RECOMMENDATION

City Council adopt the attached Resolution accepting the plans and special provisions, authorizing the City Manager to execute Contract 2018-02 in the amount of \$118,600 with Rosas Brothers Construction for construction of the project, and authorizing the use of all available remaining funds as construction contingency (approximately \$84,000).

Staff further recommends that the City Engineer be authorized to approve contract change orders for the Project for a total amount not to exceed 50% of the contingency and the City

Manager be authorized to approve change orders for the Project for a total amount not to exceed 100% of the contingency amount.

BACKGROUND

The work of the Project consists in general of the removal and replacement of curb, gutter, sidewalk and installing ADA curb ramps. The Project is for construction of 25 curb ramps in the vicinity of Foothill Elementary School.

On April 16, 2018, the City Council adopted Resolution 18-13461 approving the Community Development Block Grant 2018-2019 Annual Action Plan and approving the CDBG subcommittee recommendation for funding the project in the amount of \$200,000.

On June 18, 2018, the City Council adopted Resolution 18-13500 amending the approved Community Development Block Grant 2018-19 Annual Action Plan and allocating an additional \$26,368 to the Project for a total Project budget of \$226,368.

Advertising for the Project began on Wednesday, October 17, 2018. Bids for construction of the Project were opened on November 14, 2018. Rosas Brothers Construction was the low bidder with a base bid in the amount of \$118,600.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

Staff received fourteen bid proposals for the construction of the Project. The scope of work for the project is for construction of 25 curb ramps in the vicinity of Foothill Elementary School.

The bids received have been checked for arithmetical errors, completeness, and conformance with the bid requirements. The bid proposal submitted by Rosas Brothers Construction is responsive, competitive and the base bid is twenty-eight percent less than the Engineer's estimate.

The contingency requested is higher than typical for this type of project in order to be able to use the remaining grant funds available. If funds are remaining in the project budget, staff will determine if additional curb ramps can be constructed. This will allow for the use of any remaining grant funding for its intended purpose of installing additional ADA curb ramps

ATTACHMENTS: Resolution
Project Funding Summary

Report Prepared By: SM Saklaen, Civil Engineer I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Accepting the Plans and)
Specifications and Authorizing Award)
of Contract 2018-02, 2018/2019 CDBG) RESOLUTION NO. 18-
ADA Curb Ramp Installation Project)

The City Council of the City of Pittsburgh DOES RESOLVE as follows:

WHEREAS, Contract 2018-02, 2018/2019 CDBG ADA Curb Ramp Installation Project ("the Project") is for construction of 25 curb ramps in the vicinity of Foothill Elementary School; and

WHEREAS, on April 16, 2018, the City Council adopted Resolution 18-13461 approving the Community Development Block Grant 2018-2019 Annual Action Plan and approving the CDBG subcommittee recommendation for funding the project in the amount of \$226,368; and

WHEREAS, on June 18, 2018, the City Council adopted Resolution 18-13500 amending the approved Community Development Block Grant 2018-19 Annual Action Plan and allocating an additional \$26,368 to the Project for a total Project budget of \$226,368; and

WHEREAS, bids for construction of the Project were opened on November 14, 2018. Rosas Brothers Construction was the low bidder with a base bid in the amount of \$118,600; and

WHEREAS, Staff recommends that the City Council accept the plans and specifications for the Project; and

WHEREAS, Staff recommends that the City Manager be authorized to execute a contract in the amount of \$118,600 with Rosas Brothers Construction for construction of the project; and

WHEREAS, Staff recommends authorizing the use of all available remaining funds as construction contingency (approximately \$84,000) for unforeseen expenses and construction of additional curb ramps as allowed within the Project budget; and

WHEREAS, staff recommends that the City Engineer or his designee be authorized to approve contract change orders for this Project for a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project for a total amount not to exceed 100% of the contingency amount.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1.

The above recitals are true and correct and have served as the basis, in part, for the

findings and actions of the City Council set forth below.

Section 2.

The plans and specifications for the Project are hereby accepted.

Section 3.

The City Manager is hereby authorized to execute a contract in the amount \$118,600 with Rosas Brothers Construction for construction of the Project.

Section 4.

City Council hereby authorizes the use of all available remaining funds as construction contingency (approximately \$84,000) for unforeseen expenses and additional curb ramp installation.

Section 5.

City Council authorizes the City Engineer or his designee to approve contract change orders for the Project for a total amount not to exceed 50% of the contingency and the City Manager is authorized to approve change orders for the Project for a total amount not to exceed 100% of the contingency amount.

Section 6.

The City Manager is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to carry out the City's obligations pursuant to the Contract.

Section 7.

The City Clerk shall certify to the adoption of this Resolution.

Section 8.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 3rd day of December 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

Contract 2018-02, 2018/19 CDBG ADA Curb Ramp Installation Project
Project 4962

Project Funding:	<u>2018/19 CDBG Grant</u>	<u>\$226,368</u>
	Funding Total	\$226,368

Project Expenditures:

Design: (Code 2122)	Consultant Design	\$0
	<u>Subtotal</u>	<u>\$0</u>

Miscellaneous: (Code 1399)	Advertising	\$770
	Reproduction	\$0
	Postage	\$0
	<u>Subtotal</u>	<u>\$770</u>

Construction: (Code 2281)	Base Bid	\$118,600
	Construction Contingency	\$84,000
	<u>Subtotal</u>	<u>\$202,600</u>

Staff Time: (Code 1101)	Staff Costs During Design Phase	\$6,998
	Staff Costs for Construction Management	\$16,000
	<u>Subtotal</u>	<u>\$22,998</u>

Administrative Overhead (Code 2372)	Administrative Overhead - Design Phase	\$0
	Admin Overhead Construction Management	\$0
	<u>Subtotal</u>	<u>\$0</u>

Expenditures Total \$226,368



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 11/16/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of an Ordinance Amending Pittsburg Municipal Code Title 15 Buildings and Construction Relating to Post Disaster Assessment Standards

MEETING DATE: 12/3/2018

EXECUTIVE SUMMARY

To comply with recently adopted policies of the State of California, staff recommends updating the Pittsburg Municipal Code by adding Chapter 15.09 Post Disaster Safety Assessment Standards, including placards and criteria for demolition of dangerous buildings or structures damaged as a result of a disaster or local declared emergency.

FISCAL IMPACT

None from this action.

RECOMMENDATION

City Council adopt the attached Ordinance amending Pittsburg Municipal Code by adding Chapter 15.09 Post Disaster Assessment Standards.

BACKGROUND

California Office of Emergency Services, California Office of Statewide Health Planning and Development, and the Federal Emergency Management Agency set out procedures for post-earthquake evaluation of buildings. Among the requirements is for Post Disaster Safety Assessment Placards, to be posted at each entry point of a building or structure to indicate the condition of a structure for continued occupancy after a disaster. Another requirement is to establish demolition criteria for buildings and structures damaged as the result of a disaster for which a local emergency has been declared by the city council, state or federal government, when that building, or structure poses an imminent threat to public health and safety.

SUBCOMMITTEE FINDINGS

n/a

STAFF ANALYSIS

Adoption of this ordinance formalizes the City's post disaster assessment standards, including placards to be used to indicate the condition of a structure for occupancy after a natural disaster and a rapid evaluation by authorized personnel.

Placards are placed on a building to protect the owner, tenant and the public. Adopting the placards by ordinance makes them official and enforceable.

Post-disaster demolition criteria provide a procedure for the Building Official to require immediate demolition of all or a portion of a building or structure damaged in a disaster, if that building or structure poses an imminent threat to public health and safety.

ATTACHMENTS: Exhibit "A", Copy of the Ordinance to add Chapter 15.09 Post Disaster Assessment Standards

Report Prepared By: Kent Kampton, Building Inspection Supervisor

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Adding Chapter 15.09 to the)
Pittsburg Municipal Code for Post)
Disaster Safety Assessment Standards)

ORDINANCE NO. 18-1458

The City Council of the City of Pittsburg DOES ORDAIN as follows:

SECTION 1. Consistent with the California Office of Emergency Services, California Office of Statewide Health Planning and Development, and the Federal Emergency Management Agency, *Procedures for Post-Earthquake Safety Evaluation of Buildings* and demolition criteria for buildings and structures damaged as a result of a declared disaster or local emergency.

Consistent with the state statutes, the City desires to set forth post-disaster safety assessment standards, including assessment placards and for those placards to be enforceable by law, and criteria for post-disaster demolition of dangerous buildings or structures. The placards will indicate the condition of a structure for occupancy after a natural disaster and rapid evaluation by authorized personnel and establishes criteria for post-disaster demolition of buildings or structures that pose an imminent threat to public health and safety.

SECTION 2. Chapter 15.09 Post Disaster Safety Assessment Standards is added to the Pittsburg Municipal Code to read in full as follows:

Section 15.09.010 Safety Assessment Placards

- A. Intent. This section establishes standard placards to be used to indicate the condition of a structure for occupancy after a natural disaster and a rapid evaluation by authorized personnel. The building official and his or her authorized representatives post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.
- B. Application of provisions. The provisions of this section are applicable to all buildings and structures of all occupancies regulated by the City of Pittsburg.

Section 15.09.011 Definitions.

A. The following words and phrases as used in this section are defined as follows:

“Safety Assessment” is a visual, non-destructive examination of a building or structure for the purpose of determining the condition for continued occupancy.

B. Placards. Following are titles and descriptions of the official jurisdiction placards to be used to designate the condition of a building or structure for continued occupancy,

partial or conditional occupancy, or unsafe to enter. Copies of placards are on file in the Building Division of the Community Development Department.

INSPECTED – Lawful Occupancy Permitted - is to be posted on any building or structure wherein no apparent hazard has been found. This placard is not intended to mean there is no damage to the building or structure, but that any damage that occurred does not present a hazard to occupants.

RESTRICTED USE – is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.

UNSAFE – Do Not Enter or Occupy - is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Building or structures posted with this placard shall not be entered under any circumstances except as authorized in writing by the building official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.

Section 15.09.012 Content of Placard. The Pittsburgh Municipal Code (PMC) number and the words “City of Pittsburgh” shall be permanently affixed to each placard.

Section 15.09.013 Unlawful to Remove. Once a placard has been attached to a building or structure, it is not to be removed, altered or covered until done so by an authorized representative of the Building Official. It shall be unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section.

Section 15.09.020 Post Disaster Demolition

- A. Intent. This section establishes demolition criteria for all buildings and structures damaged as a result of a disaster for which a local emergency has been declared by the city council, state, or federal government, to the degree where demolition is a viable alternative to repair.
- B. Application of Provisions. The provisions of this section are applicable following each disaster for which a local emergency has been declared by the city council, state or federal buildings, to all buildings and structures of all occupancies regulated by the city.

Section 15.09.021 Definitions

- A. The following words and phrases as used in this section are defined as follows:

“Condemn and Condemned” shall mean no person shall enter the building or structure for any reason without the express written permission of the Building Official or his or her designee.

“Event” is any occurrence, which results in the declaration of an emergency, and shall include but not limited to, fires, wind storms, earthquakes and floods.

Section 15.09.022 Demolition Criteria

- A. If after the event, and during any state of emergency, the Building Official determines that any building or structure poses an imminent threat to public health and safety and that protection of the public health and safety requires immediate demolition of the building or structure, or a portion of a building or structure, the official or his designee shall, without contacting the owner or providing a hearing to the property owner, order that said building or structure be demolished immediately. Upon the order of the Building Official or designee, the city shall immediately demolish said building or structure. Such demolition shall be performed in the interest of public health and safety without condemnation hearings otherwise required by the Pittsburgh Municipal Code.
- B. If, after the event, the Building Official determines that any building or structure poses a hazard, but not an imminent threat to the public health and safety, the official or his designee shall notify the building owner of such determination, and the reasons thereof by certified mail return receipt deposited in the United States mail no later than five days after the determination is made. The notice shall set for the date, time and place of a hearing which the Building Official or his designee shall conduct, and also state that during the hearing the building owner may present any evidence to explain why the building or structure should not be condemned. The decision of the Building Official or his designee to condemn the building or structure unless all required repairs are made shall be final. In making the final decision, the Building Official or his or her designee shall consider: 1) all evidence presented at the hearing by the owner or his or her representative; 2) the nature of the hazard presented by the building or structure; and 3) the likelihood of personal injury or death occurring if the building or structure is not condemned.
- C. For any building or structure which the owner has decided to demolish rather than repair, the owner, or owner’s representative, shall follow the established procedures for securing a demolition permit.

SECTION 3. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on November 5, 2018, and was adopted and ordered published at a meeting of the City Council held on December 3, 2018 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 11/20/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of Three City Council Resolutions to Find Developers in Compliance with their Respective Development Agreements for: San Marco, Greystone Place, and Belle Harbor

MEETING DATE: 12/3/2018

EXECUTIVE SUMMARY

State law requires local jurisdictions to conduct a periodic review of active development agreements (DAs) within the community. For the 2018 period, City staff has conducted reviews of the San Marco, Greystone Place, and Belle Harbor DAs. Staff has found each developer to be in compliance with the terms of their respective DA, and as such, recommends the City Council adopt three resolutions finding good faith compliance and authorizing the City Manager to execute Certificates of Compliance as appropriate.

FISCAL IMPACT

None. The City has adopted fees to recover staff costs associated with processing periodic reviews of Development Agreements, and as such, each developer will reimburse the City for the staff time involved.

RECOMMENDATION

City Council adopt the three attached resolutions finding: 1) SEECON Financial and Construction Co., Inc. in good faith compliance with the San Marco DA; 2) SEECON Built Homes, Inc. in good faith compliance with the Greystone Place DA; and 3) Discovery Homes, Inc in good faith compliance with the Belle Harbor DA.

BACKGROUND

California Government Code Section 65864 et seq. authorizes and regulates the execution of development agreements (DAs) between Cities and persons who desire to develop property within the City's jurisdiction. Pursuant to the law, the City establishes procedures for the consideration of the DA applications, as well as procedures for reviewing the DAs.

State law also requires the periodic review of a Development Agreement, at which time the Developer must demonstrate good faith compliance with the terms of the DA.

San Marco: In July 1990, the City Council adopted Ordinance 90-990, approving the “Southwest Development Agreement” between the City of Pittsburg and SEECON Financial and Construction Co., Inc. The DA for the development now known as San Marco was recorded on August 1, 1990. A Vesting Tentative Map was approved, along with related project conditions of approval, by Resolution 93-7889. On October 1, 2001, the City Council adopted Ordinance 01-1187, which amended the DA effective November 1, 2001.

On January 19, 1993, the City Council adopted Resolution 93-7890 approving a Memorandum of Understanding (MOU) with SEECON Financial and Construction Co., Inc. for traffic mitigation fees and other matters related to the San Marco development. The project proposed to construct 2,938 single family and multifamily residential units on 639 acres. This MOU was amended on December 4, 2000, February 4, 2002 and June 4, 2003.

On June 4, 2007, the City Council adopted Resolution 07-10807, approving a separate MOU regarding parks and parkland dedication fees within the San Marco development.

On July 19, 2010, the City Council approved the second amendment to the DA (Ordinance No. 10-1326), which revised the map exhibit of the DA to remove 1.41 acres that the developer wanted to develop for commercial rather than residential use (gas station).

On April 15, 2013, the City Council approved the third amendment to the DA (Ordinance No. 13-1369), which extended the term of the DA from 2020 to 2032. In exchange for the extension of term, the developer was required to expend and construct up to \$1.5 million in improvements to the six-acre community park in the development. In addition to the modified park obligation, the DA amendment includes an obligation for the developer to pay \$10,000 (adjusted annually according to consumer price index) to the City each year to pay for annual compliance review of the DA.

The last periodic review of the San Marco DA was conducted in 2017, and on November 20, 2017, the City Council determined that the developer was in compliance with the terms of the DA. Upon completion of this most recent review, staff has determined that the developer has continued to demonstrate good faith compliance with the terms of the San Marco DA.

Greystone Place: On October 5, 2015, the City Council adopted an ordinance approving a DA between the City of Pittsburg and SEECON Built Homes, Inc. in order to define the rights and responsibilities of the developer and the City with regards to construction of a 38-unit subdivision for single family homes located along Harbor Street between Atlantic Avenue and Stoneman Avenue.

The first and most recent periodic review of the Greystone Place DA was conducted in 2017, and on November 20, 2017, the City Council determined that the developer was in compliance with the terms of the DA. Upon completion of this most recent review, staff has determined that the developer has continued to demonstrate good faith compliance with the terms of the DA.

Belle Harbor: On June 6, 2016, the City Council adopted an ordinance approving a DA between the City of Pittsburg and Discovery Homes, Inc. in order to define the rights and responsibilities of the developer and the City with regards to construction of an 82-unit subdivision for single family homes located at 500 School Street.

The first and most recent periodic review of the Belle Harbor DA was conducted in 2017, and on November 20, 2017, the City Council determined that the developer was in compliance with the terms of the DA. Upon completion of this most recent review, staff has determined that the developer has continued to demonstrate good faith compliance with the terms of the DA.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

If the City Council finds that the respective developers are in compliance with their respective DAs, then the City would issue a "Finding of Compliance" for each project, which may be recorded against the properties. If, as a result of the review, the City Council finds and determines, on the basis of substantial evidence that a developer has not complied in good faith with the terms and conditions of their DA, then the City may terminate or modify the associated DA. Pursuant to the City's procedures, the City would then issue a "Finding of Non-Compliance," identifying the areas of non-compliance, the terms of compliance and a time period for the Developer to bring the project into compliance with the DA.

At this time, all current issues associated with each DA reviewed have either been addressed by the respective developer or are being addressed in coordination with the developer on an on-going basis. As such, staff recommends the adoption of all three proposed resolutions, finding good faith compliance by Developers with the terms of the DAs.

ATTACHMENTS: Resolution for San Marco
Exhibit 1 – San Marco 2018 Summary Table
Resolution for Greystone Place
Exhibit 1 – Greystone Place 2018 Summary Table
Resolution for Belle Harbor
Exhibit 1 – Belle Harbor 2018 Summary Table

Report Prepared By: Kristin Pollot, AICP, Planning Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Periodic Review of San Marco	)	
Development Agreement and	)	RESOLUTION NO. 18-
Determination as to Compliance	)	
<u>With Development Agreement</u>	)	

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, California Government Code Section 65864 *et seq.* ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes; and

WHEREAS, the last periodic review of the San Marco Development Agreement was conducted in 2017, and on November 20, 2017, the City Council determined that the developer was in compliance with the terms of the Development Agreement.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City Staff, as well as the information contained in the

"San Marco DA – 2018 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the San Marco Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for San Marco in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 3rd day of December, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

San Marco DA - 18 Annual Review



DA Section		Condition/Requirement	Status	Comments	Action Items
1	Recitals				
2		A To strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the public and private economic risks of development, the Legislature of the State of California adopted Sections 65864 et seq. of the Government Code ("Development Agreement Statute") which authorizes City to enter into a development agreement with a person having a legal or equitable interest in real property, for the development of property. Under the authority of the Development Agreement Statute, City adopted Resolution No. 89-7466 on June 5, 1989, establishing procedures and requirements for the consideration of development agreements.	Not Applicable		
3		B Developer is the owner of approximately 639± acres of property located near the City of Pittsburgh, within Contra Costa County and described more specifically in Exhibit "A" attached (the "Property") located within the Southwest area described in paragraph E.	Not Applicable		
4		C It is the intent of City and Developer to establish certain development rights in the Property which will be the subject of property development applications and this Development Agreement.	Not Applicable		
5		D Developer desires to develop and construct on the Property, in phases, a complex of buildings for 2938 single and multifamily residential units plus walk and bicycle paths, play and picnic areas, park areas, and similar open spaces, swimming pools, parking facilities, interior roadways and other related infrastructure improvements (collectively the "Project").	Not Applicable		
6		E On May 4, 1987, by Resolution No. 87-7138, the City Council determined that the approximately 639± acre area located adjacent and contiguous to the southwest boundary of City ("Southwest Area") should be included in the Pittsburgh sphere of influence and then annexed and developed as part of City.	Not Applicable	On 7/19/10, the City Council approved the 2nd Amendment to the Southwest DA (Ordinance No. 10-1326), which revised the map exhibit of the DA to remove 1.41 acres for which the developer intended to pursue commercial rather than residential land use entitlements (gas station).	
7		F On June 15, 1987, by Resolution No. 87-7202, the City Council of City determined, on the basis of mutual interests of City and property owners in the Southwest Area, that City would enter into development agreement(s) with property owners in that area. The agreements are intended to insure orderly urbanization and the housing needs of existing and future City residents in a manner which makes maximum utilization of resources and reduces economic costs of development.	Not Applicable		
8		G On August 3, 1987 by Resolution No. 87-7209, City adopted a General Plan amendment to the Southwest Area. On September 6, 1988, by Resolution No. 88-7357 the City adopted an updated General Plan. The General Plan established goals, objectives, policies and criteria to guide the development of this area, and it is the parties' intent that this area be developed consistent with those land use categories specified in the Land Use Element Map of the General Plan and applicable land use regulations as modified herein.	Not Applicable		
9		H Developer intends to develop the Property which is described in Exhibit "A" in accordance with this Agreement.	Not Applicable		
10		I The Southwest Area has been studied and the City has determined that development of the area must be done in an environmentally sensitive manner. City and Developer recognize that its particular development requires coordi-nation and compliance with the City General Plan, but that certain aspects of developing the Property will require flexibility and variation from other applicable City land use regulations will be necessary and appropriate to implement the Project. To the extent that the proposed Project, (as described in paragraph D above and as shown on the Land Use Element of the General Plan), differs from the current zoning regulations, the provisions of this agreement shall prevail.	Not Applicable		
11		J In accordance with the California Environmental Quality Act ("CEQA"), City will prepare and adopt the appropriate environmental documents for the administration of this Development Agreement and the approvals necessary to carry out the Project.	Compliant	A Subsequent Environmental Impact Report (SEIR, SCH #91073029) was prepared for the San Marco Development Plan Area and certified by the Planning Commission on October 13, 1992.	
12		K The Property proposed for the Project is presently located in the unincorporated territory of the County of Contra Costa but within the City's sphere of influence. In accordance with section 65865(b) of the Development Agreement Statute, City and Developer may enter into a Development Agreement before annexation, provided that the Agreement shall not become operative unless annexation of the Property to the City is completed within the period of time specified by the Agreement or by any extension of time provided for by the Agreement. City and Developer desire to complete annexation as soon as possible.	Not Applicable		
13		L By entering into this Agreement, City has determined it is in the City's public interest and the interest of its citizens to do so.	Not Applicable		
14		M Following compliance with CEQA and after conducting duly noticed public hearings, the Planning Commission recommended approval and the City Council approved this Agreement, authorized its execution and found that this Agreement is consistent with the General Plan. The Agreement was approved by City Ordinance No.	Not Applicable		
15		N Development of the Project in accordance with this agreement and subsequent discretionary approvals will provide for orderly growth conformance with the policies and goals set forth in the General Plan in accordance with paragraph "G" and "I".	Not Applicable		
16		O For the reasons recited, Developer and City have determined that the Project is a development for which this Agreement is appropriate. This Agreement eliminates uncertainty in planning for and in securing orderly development of the Project. Developer desires to receive the assurance that it may proceed with the Project in accordance with the existing ordinances, resolutions and regulations as of the effective date of this agreement and subject to the terms and conditions in this Agreement, and subject to review and approval and the grant of land use entitlements by the appropriate reviewing body (Planning Commission or City Council) as to each specific proposal for development.	Not Applicable		
17		P By entering into this Agreement, City recognizes and hereby acknow-ledges that approvals herein constitute a present exercise of the governmental authority of City.	Not Applicable		

	DA Section	Condition/Requirement	Status	Comments	Action Items
18	 Agreement Sections				
19	1	Operative date of Agreement. Under Government Code section 65856(b), the annexation of Property to City must occur on or before July 1, 1993. This agreement does not become operative unless annexation is complete by that date. The parties may, however, extend this completion date for annexation beyond July 1, 1993.	Compliant		
20	2	Term. The duration of this Agreement shall extend to October 1, 2032, unless terminated, modified or extended by mutual written consent of the parties.	Compliant	On 10/1/01, the City Council approved the 1st Amendment to the Southwest DA to extend its term from the original horizon year of 2002 to an amended horizon year of 2020 (Ordinance No. 01-1187). On 4/15/13, the City Council approved the 3rd Amendment to the DA which extended the term of the DA from its prior expiration year of 2020 to a new expiration year of 2032 in exchange for a revision to the developer's park obligations and a \$10,000 annual payment for development agreement compliance reviews.	
21	 3	Effect of Agreement on Land Use Regulations			
22	(a)	Permitted Uses. The permitted uses of the property are those uses designated in the Land Use Element of the General Plan adopted on September 6, 1988. A copy of the Land Use Element Map is attached as Exhibit "B".	Compliant		
23	(b)	Density and Land Use Intensity. At its option, the Developer may construct up to a maximum of 2,938 residential units consisting of a mix of single-family and multiple-family residential units as shown on the General Plan Map attached as Exhibit "B". The location and configuration of lots is subject to City's review and approval under the Subdivision Map Act. The parties recognize that in order for the project site to accommodate up to 2,938 mixed residential units, grading in excess of that permitted under the applicable Hillside regulations will be necessary. City agrees that in its review and approval of Developer's grading plans, it shall permit additional grading, which is necessary to construct infrastructure and building pads to effectively and efficiently accommodate the maximum number of units Developer is permitted and proposes to construct, subject to the normal property development process of the City.	Compliant	Plot plans continue to be reviewed for conformance with the approved vesting tentative map.	
24	(c)	Applicable Land Use Regulations. Except as provided in subparagraph (b) relating to density and grading, the land use regulations applicable to the project shall be those land use regulations in effect on the date this agreement is entered into. The rules, regulations and policies governing the approval and the design, improvement and construction standards and specifications applicable to development of the property shall be those rules, regulations and policies in force on the date this Agreement is entered into except as specifically provided in this Agreement (e.g., subparagraphs (d) and (e) of this para graph).	Compliant		
25	(d)	Application of Building Codes. Developer is subject to changes in the Uniform Building Codes occurring from time to time subsequent to the date this Agreement is entered into which are not inconsistent with subparagraphs (a) and (b) of this para- graph and if the changes (i) are found by the City Council to be in the best interest of the health and safety of its citizens and (ii) are applicable to all other developments in the City.	Compliant		
26	(e)	Subsequent Land Use Entitlements. In subsequent land use entitlement actions concerning the property, the City may only apply those existing rules, regulations and policies that were in force and effect on the effective date of this Development Agreement with respect to the property.	Compliant		
27	 4	Fees, Charges and Assessments.			
28	(a)	City to Adjust Existing Fees. City recently adopted a new fee schedule for fees and charges which it levies in connection with land use entitlements, including subdivisions. Developer agrees that this new fee schedule (attached to this agreement as Exhibit "C") will govern the fees and charges applicable to the project and that it is the intent of the City not to impose additional fees, exactions, dedications or regulations through the exercise of the police power or the taxing power unless they are solely for unanticipated health and safety reasons as a direct result of this project and are consistent with Government Code Sections 66000 et. seq. Any additional fees shall in no event include, for example: child care, public art, libraries, community centers or other similar fees not essential to health and safety. The limitations on fees contained in this subparagraph shall not preclude the City from instituting procedures to impose taxes or assessments on the property (as opposed to development fees) pursuant to districts which may be formed under the provisions of by way of example, the Community Facilities Financing Act (Mello- Roos), or Limited Obligation Revenue Bonds (Marks-Roos) or the Landscaping Lighting and Maintenance Act. The Developer hereby reserves the right to protest the formation of and the participation of the property in any such district.	Compliant		
29	(b)	Exceptions to Limitations on City's Right to Impose Fees, Taxes, and Assessments. Notwithstanding subparagraph (a) of this section limiting the right of the City to impose fees, charges, and assessments in connection with land use entitlements and subdivisions, the City may impose the following additional fees consistent with Government Code section 66000 et seq., and taxes and assessments without protest from the developer: (i) a fee imposed or mandated by another governmental agency; or (ii) a fee imposed for citywide traffic or drainage mitigation purposes; or (iii) a fee in the form of a capital improvement facility fee for sewer purposes or water purposes. (iv) an assessment to be imposed on residential units pursuant to a Mello Roos or Marks Roos District for the exclusive purpose of providing police services to the property. (v) an assessment imposed for the benefit of the property pursuant to the Landscape Lighting and Maintenance District Act.	In Progress	Fees, taxes, and assessments the City currently imposes on projects within the San Marco PD area include: Facilities Reserve Charge (PMC Chapters 13.08, 13.12, and 13.24) for water and sewer service; Local Transportation Mitigation Fee (PMC Chapter 15.90); Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.102); In-Lieu Parkland Dedication Fee; Community Facilities District 2007-01 for park maintenance; and Community Facilities District 2004-1 for police services.	
30	(c)	Consumer Price Index Adjustment. At the end of one year from the date this agreement becomes operative (see paragraph I) and annually thereafter during the term of this agreement, the City may adjust the fees and charges imposed upon Developer to reflect the increase, if any, in the Consumer Price Index (San Francisco/Oakland) as published by the Bureau of Labor Statistics, US Department of Labor, by comparing the Index figure nearest to the time of execution of this agreement to the Index figure nearest to the expiration of each one year period.	Compliant		

DA Section	Condition/Requirement	Status	Comments	Action Items
31	5	Compliant	A Subsequent Environmental Impact Report (SEIR, SCH #91073029) was prepared for the San Marco Development Plan Area and certified by the Planning Commission on October 13, 1992.	Developer has agreed to conduct pre-construction biological surveys to ensure, in concert with the City, that there will be no impact to federal, state or locally listed habitat or species.
32	6	See Comments/Action Items	Developer did not complete the improvements within the 6 years required due to a variety of reasons, many outside of their control. In 1993, the City and Developer entered into a Memorandum of Understanding to resolve this issue.	
33	7	Compliant		
34	 8			
35	(a)	Compliant		
36	(b)	Compliant		
37	 (c)	Compliant		
38	(i)	Compliant		
39	(ii)	Compliant		
40	 (d)	Compliant		
41	(i)	Compliant		
42	(ii)	Compliant		
43	(iii)	Compliant		
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DA Section	Condition/Requirement	Status	Comments	Action Items
47	10	Williamson Act Fees. Upon completion of annexation of the Property, and if the City has the authority it shall act as the lead agency in administering the cancellation of the Williamson Act contract which affects a portion of the Property. If the City does not have this authority, the City shall use its best efforts to support cancellation of the contract in accor- dance with applicable rules and regulations and shall apply any fees which it receives in connection therewith toward public improvements and facilities to benefit the Property. The City's decision in how to apply these funds is final.	Compliant	
48	11	Assessment and Benefit District(s). The City agrees to cooperate with the Developer in establishing and implementing an assessment district(s) and benefit district(s) in accordance with applicable laws to finance or reimburse Developer for improvements constructed inside or outside of the Property.	Compliant	Fees, taxes, and assessments the City currently imposes on projects within the San Marco PD area include: Facilities Reserve Charge (PMC Chapters 13.08, 13.12, and 13.24) for water and sewer service; Local Transportation Mitigation Fee (PMC Chapter 15.90); Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.102); In-Lieu Parkland Dedication Fee; Community Facilities District 2007-01 for park maintenance; and Community Facilities District 2004-1 for police services.
49	12	Life of Subdivision Maps. Pursuant to Government Code Section 66542.6(a), the term of the tentative maps filed subsequent to the operative date of this Agreement shall automatically be extended for the term of this Agreement (as the term is extended by this Third Amendment).	Compliant	Language from 3rd Amendment to Southwest DA
50	 13	Default; Remedies; Termination		
51	(a)	Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of ninety (90) days after written notice from the other party shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such time period, then the diligent prosecution to completion of the cure shall be deemed a cure within such a period. Subject to the foregoing, after notice and expiration of the 90-day period without cure, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate the Agreement pursuant to Government Code Section 65868. Following such notice of intent to terminate, the matter shall be scheduled for consideration and reviewed by City Council within thirty (30) calendar days in the manner set forth in Government Code sections 65865, 65867, and 65868. If City does not accept, review, act upon or issue necessary development permits, entitlements, or other land use or building approvals for use in a timely fashion as required by this Agreement, or as otherwise agreed to by the parties, or the City otherwise defaults under the terms of this Agreement, Developer shall have all rights and remedies provided herein or under applicable law.		
52	(b)	In addition to specific provisions of this Agreement, per- formance by either party is not in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, judicial decisions, or other basis for excused performance which is not within the reasonable control of the party to be excused. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or such longer period as may be mutually agreed upon.		
53	(c)	All other remedies at law or in equity which are not other- wise provided for in this Agreement or in the City's regulations governing development agreements are available to the parties to pursue if there is a breach.		
54	 14	Changes in Law.		
55	(a)	If state or federal laws or regulations enacted after the effective date of this Agreement prevent or preclude compliance with one or more provisions of this agreement, such provisions of this Agreement shall be modified or suspended only to the extent necessary to comply with such state or federal laws or regulations.	Not Applicable	
56	(b)	City agrees that other development approvals within the City shall not diminish Developer's plans for the full development of the Property in accordance with this Agreement, despite increased burden by virtue of other development upon public facilities subject to the provisions of Section 9. Nothing in this subsection (b) shall limit or restrict orders or regulation from the City or other governmental agencies that would affect the rate, timing or sequence of development because of lack of water or sewer infra- structure to accommodate such development (such as water service restrictions imposed by Contra Costa Water District, or similar orders and regulations).	Compliant	
57	 15	Amendment or Cancellation.		
58	(a)	This Agreement may be amended or canceled in whole or in part, by mutual consent by the parties or their successors in interest. Notice of intention to amend or cancel any portion of this Agreement shall be given in the manner provided by section 65867 of the Government Code. All amendments to this Agreement shall be first approved by ordinance of the City Council in accordance with section 65867.5 of the Government Code.	Compliant	
59	(b)	Notwithstanding the foregoing, an amendment to this Agreement which does not relate to the term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservations of land, conditions, fees for public facilities, terms, restrictions and requirements regarding covenants relating to the use of the property does not require a public hearing before the parties may execute an amendment to this Agreement.	Compliant	
60	(c)	Any non-substantive deviation from the development plan for the Project, as determined by the Director of the Community Development Department, with respect to the location of buildings, streets and other physical facilities, shall not require an amendment to this Agreement.	Compliant	

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DA Section	Condition/Requirement	Status	Comments	Action Items
16	Annual Review. Annual Review. Each year during the term of this agreement the City shall at the first City Council meeting in September or as soon there- after as the Council agenda permits review the extent of good faith compliance by Developer with this Agreement. This periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement as provided in Government Code section 65865.1. Developer shall pay the City's administrative costs of the annual review process. The fee shall be as fixed by Resolution of City Council. At the review meeting, Developer must demonstrate good faith compliance with the terms and conditions of this Agreement under Government Code section 65865.1. At the conclusion of the meeting, City shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer or its successor in interest has complied in good faith with the terms and conditions of this Agreement. If City finds and determines that Developer has not complied with its terms and conditions, City may terminate or modify this Agreement by giving notice of its intention to do so in the manner set forth in Government Code sections 65867 and 65868. In the manner prescribed in Section 27, Notices, the City shall deposit in the mail to Developer a copy of all public staff reports, documents and related exhibits concerning Developers' performance here under at least ten (10) days before each periodic review. Developer shall be permitted an oppor- tunity to respond to the City's evaluation of its performance, either orally at a public hearing or in a written statement, at Developers' election. This response shall be made to the City Council or, if the matter has been referred to the Planning Commission, to the Planning Commission. Beginning in 2013, Developer shall pay the City a fixed sum of \$10,000 each year (adjusted by the San Francisco-Oakland-San Jose Consumer Price Index starting July 1, 2014) for the City to conduct annual review of the Development Agreement starting in 2013. Failure by the City to conduct the annual review required each year shall not be deemed a default by Developer under the Development Agreement; if the City does not conduct the review, the payment shall not be required for that year.	In Progress		
17	Enforcement. Unless amended or canceled as provided in Section 15, the Agreement is enforceable notwithstanding any change in the applicable General Plan, specific plan, zoning ordinance or regulations, subdivision design/improvement construction standards, specifications and regulations or building regulations adopted by City which alters or amends an ordinance, rule, regulation or policy governing permitted use of the Property, or governing the density and grading as provided in paragraph 3 (a), (b) and (c) of this Agreement.	Not Applicable		
18	Recordation. Not later than 10 days after execution of this Agreement by all parties, the City Clerk shall record a copy of this Agreement with the Contra Costa County Recorder. From and after the date of recordation, this Agreement imparts notice to all persons under the recording laws of the State.	Compliant		
19	Certificate of Satisfaction. After completion of the Project, City upon request of Developer, shall execute in recordable form and deliver to Developer an instrument certifying that Developer has satisfied all of Developers" obligations under this Agreement.	See Comments/Action Items	Developer may request a Certificate of Satisfaction after completion of the Project.	
20	Relationship of Parties. It is understood and agreed that the contractual relationship between City and Developer is such that the latter is an independent contractor and in no case an agent of City.	Not Applicable		
21	Hold Harmless. The Developer agrees to and shall hold the City, its officers, agents, employees and representatives harmless from, and shall defend against, liability for damage or claims for damage for personal injury including death and claims for property damage including inverse condemnation which may arise from its direct or indirect actions or those of its contractors, subcontractors, agents, employees or other persons acting on its behalf, which relate to real property covered by this Agreement, except that the foregoing does not extend to any willful acts committed by the City, its offices, agents or employees. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of the actions referred to in this paragraph, regardless of whether or not City prepared, supplied or approved plans or specifications for the project.	Not Applicable		
22	Cooperation in the Event of Legal Challenge. If legal action is instituted by a third person challenging the validity of any provision of this agreement, developer shall defend that action and pay all costs, expenses and fees associated with the defense. The parties agree to cooperate in defending the action.	Not Applicable		
23	Assignment. Nothing in this Agreement prevents Developer from conveying all or part of this interest in the property to a buyer, assignee or other nominee as Developer may elect. An assignment or transfer of this agreement other than an affiliate or subsidiary of Developer is subject to City"s prior review and written approval which approval shall not be unreason- ably withheld.	Not Applicable		
24	Successors. The obligations imposed by this Agreement shall be considered covenants running with the land described in Exhibit "A", in accordance with sections 1460, et seq. of the Civil Code and shall inure to the benefit of, and be binding upon all successive owners of such lands, or parts thereof, during the term of this Agreement, as provided in Section 65868.5 of the Government Code.	Not Applicable		
25	Validity. If a covenant, condition or term of this Agreement is held by a court to be illegal or in conflict with law, the validity of the remaining portions or provisions are not affected. The parties agree to use their best efforts to defend the validity of this Agreement against the claims of third parties.	Not Applicable		
26	Attorney's Fees. If legal action is brought by either party for breach of this Agreement or to enforce its provisions, the prevailing party is entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court.Attorney's Fees. If legal action is brought by either party for breach of this Agreement or to enforce its provisions, the prevailing party is entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court.	Not Applicable		
27	Notice. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the following addresses: City of Pittsburg, 2020 Railroad Avenue, Pittsburg, CA 94565, Attn: City Clerk; Seecon Financial & Construction Co., Inc., 4300 Railroad Avenue, Pittsburg, CA 94565, Attn: Robert J. Rossi or such to other addressee(s) and at such other place as the parties may from time-to-time designate by written notice to each other. Notices, demands and requests which are served by mail in this manner are deemed served or given for all purposes five (5) calendar days after the date the notice, demand or request is mailed.	Compliant		
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(a)	The headings of sections are used for convenience only and shall not affect the meaning or interpretation of the contents of this Agreement.	Not Applicable		
(b)	The laws of the State of California shall govern the inter-pretation and enforcement of this Agreement, and the conduct of the parties.	Not Applicable		
(c)	Time is expressly declared to be of the essence in this Agreement and of all terms expressed in it.	Not Applicable		

	DA Section	Condition/Requirement	Status	Comments	Action Items
77	(d)	The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any party. The parties have equally participated in the preparation of this Agreement. The term "assign" shall include the term "transfer". The plural shall include the singular, and the singular the plural. One gender shall include all genders.	Not Applicable		
78	(e)	This instrument, along with the attached Exhibits, constitutes the entire Agreement between the Parties relative to this subject matter. This Agreement may be altered, amended or revoked only by an instrument in writing signed by the Parties. No representations whatsoever have been made relative to this subject matter except as may be expressly stated in writing in this Agreement.	Not Applicable		
79	(f)	The waiver by a party of a breach of a term in this Agreement is not a waiver of that term or a subsequent breach of the same or any other term. No custom or practice which may develop between the parties during the term is a waiver of or in any way affects the right of a party to insist upon performance and observance by the other party in accordance with the terms of this Agreement.	Not Applicable		
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BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Periodic Review of Greystone Place	)	
Development Agreement and	)	RESOLUTION NO. 18-
Determination as to Compliance	)	
<u>With Development Agreement</u>	)	

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, California Government Code Section 65864 *et seq.* ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes; and

WHEREAS, the last periodic review of the Greystone Place Development Agreement was conducted in 2017, and on November 20, 2017, the City Council determined that the developer was in compliance with the terms of the DA.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City Staff, as well as the information contained in the

"Greystone Place DA – 2018 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Greystone Place Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Greystone Place in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 3rd day of December, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Greystone Place DA - 18 Annual Review



DA Section	Condition/Requirement	Status	Comments	Action Items
1 Article II - Effective Date; Term				
2 Section 2.01	Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "Effective Date").	Not Applicable	Ordinance No. 15-1397 approving the DA was adopted on October 5, 2015	
3 Section 2.02	Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of ten (10) years (the "Term").	Not Applicable	DA expires 10/5/2025	
4 Article III - Obligations of Developer				
5 Section 3.01	Obligations of Developer Generally. The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long term covenants and obligations, as set forth herein. As material consideration for the long term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following:	Not Applicable		
6 Section 3.02	Applicable Fees. City may levy development fees, and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, as more particularly described and according to the payment schedule set forth on Exhibit B ("Applicable Fees"). Unless otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on the Project other than those fees (including categories within such fees), and charges identified as Applicable Fees on Exhibit B, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exactions related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly to third-party governmental agencies, are not subject to or within the scope of this Agreement whether such third party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein.	Compliant	Project has been completed and fees were collected in accordance with those set forth in Exhibit B of the DA.	
7 Section 3.03	Applicable Fee Adjustments. Developer shall pay fees and charges consistent with Section 3.02 above, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code § 66000 et seq., not already authorized by ordinances, resolutions or policies in place at the time of this Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.	Compliant	Project has been completed and fees were collected in accordance with those set forth in Exhibit B of the DA.	
8 Section 3.04	City Local Traffic Mitigation Fee. Developer shall pay the City Local Traffic Mitigation Fee, which fee is necessary to finance unmet City traffic improvement needs in the amount in effect as of the Effective Date and subject to adjustment in accordance with Resolution No. 07 10917 with credit for certain improvements constructed by Developer per Section 4.04 below. If the City Council approves a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.	Compliant	Project has been completed and the appropriate LTMF was collected.	
9 Section 3.05	Regional Traffic Fee. Developer shall pay the ECCRFA regional traffic fee should it be imposed by the City in an amount equal to or less than the amount paid by projects in the Cities of Antioch, Brentwood, and Oakley or in accordance with the existing valid MOU dated June 29, 2010, as amended, whichever is less.	Compliant	Project has been completed and the appropriate RTF was collected.	
10 Section 3.06	Fees, Assessments and/or Taxes to be Paid by Developer. Developer agrees to pay its fair share of any levies imposed by any assessment district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms, or other funding mechanisms related to public safety; traffic; sewer; water; fire; the prevention, mitigation, abatement, or control of geologic hazards; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs) (collectively, "Funding Mechanisms") within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to applicable law.	Compliant		
11 Section 3.07	Affordable Housing. Developer shall comply with PMC 18.86.080 and Planning Commission Resolution 9985 Condition of Approval No. 5 by constructing at least four (4) rental secondary dwelling units within the Project. A covenant shall be recorded limiting the amount of rent that may be charged for these secondary units, consistent with the terms and conditions set forth in the affordable housing agreement. Prior to the City's issuance of the first certificate of occupancy Developer agrees to enter into an affordable housing agreement with the City (the "Affordable Housing Agreement") attached as Exhibit C which further memorializes the provisions of this Section 3.07 and is consistent with applicable law, including Pittsburgh Municipal Code Chapter 18.50. Developer agrees that the secondary dwelling units referenced in this section shall not be built or otherwise allowed on adjoining lots without the prior written approval of the City Manager.	Compliant	Affordable Housing Agreements were recorded for 28, 52, 79, and 87 Greystone Place. Planning staff has confirmed construction of each secondary unit.	
12 (a)	Timing. The Affordable Housing Agreement shall establish provisions to implement the affordable housing requirements within this Agreement and shall include, but not be limited to, implementation and monitoring provisions to ensure compliance with municipal law related to affordable housing. The agreement shall include provisions for the reasonable reimbursement of costs to the City for the administration and monitoring of the agreement.	Compliant		

DA Section	Condition/Requirement	Status	Comments	Action Items
13 (b)	Inclusionary Housing Ordinance. Notwithstanding any provision of this Agreement, in the event that the City has rescinded its respective previously adopted affordable housing ordinance and not replaced it with another affordable housing or similar ordinance, or such ordinance has been declared illegal, Developer shall not be obligated to comply with the provisions for affordable housing set forth in this Agreement. In the event, prior to or during the development of the Project, the City amends or replaces or eliminates its affordable housing ordinance which would result in a reduction in the number of secondary units Developer is obligated to construct, then the Affordable Housing Agreement shall be modified to provide for an equivalent reduction in the number of secondary units required to be constructed in the Project or elimination of the requirement.	Compliant		
14 Section 3.08	C.3 Facilities. Developer shall construct the C.3 facilities offsite on land owned by the City. Should the C.3 regulations be revised in the future such that the size of the facilities may be decreased, Developer shall have the right to reduce the size of the proposed facilities subject to written approval by the City Manager and may seek entitlements to develop the eliminated property for residential uses. Developer shall also have the right to construct or participate in the funding of offsite C.3 facilities as approved by the City Manager in writing.	Compliant	Project area was annexed to CFD No. 2016-1 (Maintenance of Project Facilities) Ordinance No. 16-1404.	
15  Section 3.09	Security Improvements.			
16 (a)	Developer shall allow the City to install a camera on the commercial building adjacent to the Property. The City and Developer will execute an access rights agreement detailing the obligations of each Party pursuant to this Section.			Emailed Fritz on 10/18
17 (b)	Developer shall install the basic home security wiring in the Project homes (defined herein as wiring for a basic home security system on the first floor windows and doors only). Developer shall offer one year of professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner	Compliant		
18  Article IV - Obligations of the City				
19 Section 4.01	Obligations of City Generally. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City, as set forth herein.	Not Applicable		
20  Section 4.02	Availability of Public Services.			
21 (a)	General. To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law.	Compliant		
22 (b)	Construction Water. City shall make construction water available to the Project by permitting the Project to hook up to existing City water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use.	Compliant		
23 Section 4.03	Developer's Right to Rebuild. City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement.	Compliant	There has been no need to exercise this provision of the agreement.	
24  Section 4.04	Reimbursement of Infrastructure Costs.			
25 (a)	Reimbursement. Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, the off-site water tank, pump station, sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within sixty (60) days after City's final acceptance or at such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of five percent (5%) for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and "as built" for the improvement(s) as well as attending meetings and providing necessary reports as reasonably requested by City.	Compliant	There has been no need to exercise this provision of the agreement.	

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26	(b) City's Authorization of Reimbursement. Notwithstanding any other provision of this Section, of this Agreement, or of VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.04(a) herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond with thirty (30) days of its receipt of such estimated costs, Developer shall provide a second written notice to the City Manager and to the City Engineer, if neither responds within thirty (30) days of the City's receipt of the second request, the request shall be deemed approved. The City Manager shall have the discretion to require Developer to obtain competitive bids on any work for which Developer may request reimbursement or credit from the City where the total cost (not just the City's share) of that work is One Hundred Thousand Dollars (\$100,000) or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in the form of credits, which can actually be used by Developer to offset Developer's payment of any Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within thirty (30) days of invoicing.	Compliant	There has been no need to exercise this provision of the agreement.	
27	Section 4.05 Park Fee Credit. Developer and City agree that the park in-lieu fee amount will be \$9.40 per square foot, increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2017 reflecting 2016 increases.	Not Applicable	The developer paid parkland dedication fees.	
28	 Article V - Cooperation - Implementation			
29	 Section 5.01 Processing Application for Subsequent Approvals. The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions:			
32	Section 5.02 Timely Submittals by Developer. Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement.	Compliant		
33	Section 5.03 Timely Processing by City. Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (i) providing at Developer's expense and subject to Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section 5.03, Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice.	Compliant		
34	Section 5.04 Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure the timely availability of such permits and approvals.	Compliant		
35	 Section 5.05 Lighting and Landscaping District, Park Maintenance.			
36	(a) Developer agrees that the Project Site will be annexed into the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88 7324 ("LLD"), as well as City's Community Facilities District 2007 1 for park maintenance ("CFD"), City's Community Facilities District for maintenance of C.3 facilities and, to the extent permitted by law, that the Project shall be assessed in a manner consistent with the provisions herein.	Compliant		
37	(b) Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks.	Compliant		
38	Section 5.06 Police Services CFD. Developer agrees to take all steps necessary to include the Project Site into the City's existing police services Community Facilities District 2004 1, as adopted pursuant to Resolution No. 04 10071 (the "Police Services District") at no cost to the City, in order to provide for police and other emergency services to the Project Site. This process shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the Police Services District no earlier than the issuance of a building permit for such lot.	Compliant		
39	 Section 5.07 Assessment Districts or Other Funding Mechanisms.			

DA Section	Condition/Requirement	Status	Comments	Action Items
40	(a) City understands that City's long term assurances to Developer concerning fees, taxes and assessments related to the Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.06 of this Agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism or related increases are in place and legally effective as of the date of this Agreement's Effective Date.	Compliant		
41	(b) At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, landscaping and lighting districts, community facilities districts, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City or to the GHAD. City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City or GHAD funds. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer.	Compliant		
42	Section 5.08 Warranty Bonds. Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City, or otherwise as determined in the applicable Subdivision Improvement Agreement.	Compliant		
43	Section 5.09 General Plan Maintenance Fee. Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburg General Plan. The General Plan Maintenance Fee will be \$125.00 per building permit.	Compliant	Funds were paid on 8/9/16 for a total of \$4,750.	
44	 Article VI - Standards, Laws and Procedures Governing the Project			
45	Section 6.01 Vested Right to Develop. Developer shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals.	Compliant		
46	Section 6.02 Permitted Uses Vested by This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.	Compliant		
47	Section 6.03 Applicable Law. "Applicable Law" shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying any new rules, regulations, official policies, standards, and specifications that do not conflict with those rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement.	Compliant		
48	Section 6.04 Uniform Codes. Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.	Compliant		
49	Section 6.05 Moratorium and Conflicting Enactments. To the extent consistent with State Law, if any ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement.	Compliant	No moratoria or conflicting enactments were adopted during this review period.	

DA Section	Condition/Requirement	Status	Comments	Action Items
50	Section 6.06	Life of Subdivision Maps, Development Approvals, and Permits. To the extent consistent with Applicable Law, the term of any subdivision map or any other map, permit, rezoning or other land use entitlement approved as a Project Approval or Subsequent Approval shall automatically be extended for the duration of this Agreement, including any extensions. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or prevents any Project development activities	Compliant	Construction of project is scheduled to be completed prior to the expiration of all approvals.
51	Section 6.07	State and Federal Law. As provided in California Government Code § 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of this Agreement ("Changes in the Law"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations.	Compliant	There has been no need to exercise this provision of the agreement.
52	 Section 6.08	Timing of Project Construction and Completion.		
53	(a)	Project Phasing. The Project may be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition and other similar factors.	Compliant	Construction of project is scheduled to be completed prior to the end of the year.
54	(b)	The parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project Site to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Developer's rights under this Section 6.08(b) shall be subject to the requirement that adequate infrastructure to serve each phase of the Project is constructed concurrently with such phase. The City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable Law.	Compliant	
55	(c)	Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof.	Compliant	
56	Section 6.09	Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies. Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section 6.09 shall not prohibit the City from imposing on Developer any fee, mitigation measure or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State or Federal obligations and implemented by the City in cooperation with such local, regional, state or federal agency, provided such fee, mitigation measure or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City as, for example, stormwater-related C.3 requirements and increases thereto.	Compliant	
57	Section 6.10	City's Joint-Inspection Jurisdiction. Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements.	Not Applicable	
58	 Article VII - Amendment			
59	 Section 7.01	Amendment to Project Approvals, Subsequent Approvals. To the extent permitted by State and Federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner:		

	DA Section	Condition/Requirement	Status	Comments	Action Items
60	(a)	Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes and State or Federal law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire Project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an "Administrative Project Amendment" and the City Manager or his designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.	Compliant	There has been no need to exercise this provision of the agreement.	
61	(b)	Non-Administrative Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.	Compliant	There has been no need to exercise this provision of the agreement.	
62	 Section 7.02	Amendment of this Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:			
63	(a)	Administrative Agreement Amendments. The City Manager, or his/her designee, may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer ("Administrative Agreement Amendment"), and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section 7.02(a), the term "substantially affect" shall be evaluated in the context of the entire Project.	Compliant	There has been no need to exercise this provision of the agreement.	
64	(b)	Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties.	Compliant	There has been no need to exercise this provision of the agreement.	
65	(c)	Amendment Limitations. In consideration of the scope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to the impacts on City directly attributable to such amendment.	Compliant	There has been no need to exercise this provision of the agreement.	
66	 Article VIII - Assignment, Transfer and Notice				
67	Section 8.01	Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.	Compliant	There has been no need to exercise this provision of the agreement.	
68	 Section 8.02	Transfer Agreements.			
69	(a)	In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a "Non-Assuming Transferee" (as defined in Section 8.03), Developer and the transferee shall enter into a written agreement (a "Transfer Agreement") regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment.	Compliant	There has been no need to exercise this provision of the agreement.	
70	(b)	Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within thirty (30) days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only if, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02(b) if such transferee has a net worth of at least Ten Million Dollars (\$10,000,000) documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein.	Compliant	There has been no need to exercise this provision of the agreement.	

	DA Section	Condition/Requirement	Status	Comments	Action Items
71	(c)	Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.	Compliant	There has been no need to exercise this provision of the agreement.	
72	Section 8.03	Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (i) any single residential parcel conveyed to a purchaser, (ii) any property transferred as fewer than ten (10) lots to a single retail builder or (iii) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school or other nonresidential uses. The transferee in such a transaction and its successors ("Non-Assuming Transferees") shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this Section 8.03 shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.	Compliant	There has been no need to exercise this provision of the agreement.	
73	Section 8.04	Notice of Compliance Generally. Subject to City's finding that the facts contemplated by clauses (i) through (iii) herein are true and accurate, within thirty (30) days following any written request which Developer may make from time to time, City shall execute and deliver to Developer (or to any party requested by Developer) a written "Notice of Compliance," in recordable form, duly executed and acknowledged by City, that certifies that (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default, and (iii) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance.	Compliant	There has been no need to exercise this provision of the agreement.	
74	 Article IX - Cooperation in the Event of Legal Challenge				
75	 Section 9.01	Cooperation.			
76	(a)	Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein.	Compliant	There has been no need to exercise this provision of the agreement.	
77	(b)	Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense.	Compliant	There has been no need to exercise this provision of the agreement.	
78	(c)	The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside.	Compliant	There has been no need to exercise this provision of the agreement.	
79	 Section 9.02	Cure; Reapproval.			
80	 (a)	If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "Judgment") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "Deficiencies"), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise:	Compliant	There has been no need to exercise this provision of the agreement.	
81	(i)	If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement and the Judgment. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgment necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof.	Compliant	There has been no need to exercise this provision of the agreement.	

DA Section	Condition/Requirement	Status	Comments	Action Items
82	(ii)	Compliant	There has been no need to exercise this provision of the agreement.	
83	(b)	Compliant	There has been no need to exercise this provision of the agreement.	
84	 Article X - Default, Remedies, Termination			
85	Section 10.01	Compliant	There has been no need to exercise this provision of the agreement.	
86	Section 10.02	Compliant	There has been no need to exercise this provision of the agreement.	
87	 Section 10.03			
88	(a)	In Progress		
89	(b)	In Progress		

DA Section	Condition/Requirement	Status	Comments	Action Items
90	(c) Good Faith Compliance. During the Periodic Review, the City Manager shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code §§ 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City.	In Progress		
91	(d) Failure to Properly Conduct Periodic Review. If, after thirty (30) days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement.	In Progress		
92	(e) Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance.	In Progress		
93	Section 10.04 Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon in writing.	Compliant	There has been no need to exercise this provision of the agreement.	
94	Section 10.05 Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.	Compliant	There has been no need to exercise this provision of the agreement.	
95	Section 10.06 California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.	Compliant		
96	Section 10.07 Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.07 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.07 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.	Compliant	There has been no need to exercise this provision of the agreement.	
97	Section 10.08 Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled.	Compliant	There has been no need to exercise this provision of the agreement.	
98	Section 10.09 Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law.	Compliant	There has been no need to exercise this provision of the agreement.	
99	Article XI - No Agency, Joint Venture or Partnership			

DA Section	Condition/Requirement	Status	Comments	Action Items
100	It is specifically understood and agreed to by and between the parties hereto that unless otherwise expressly provided herein (i) the subject development is a private development; (ii) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. The City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements, and the grading and construction of any other public improvements (collectively, the "Public Improvements") are all public works of improvement the City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. The City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project.	Compliant		
101	 Article XII - Miscellaneous			
102	Section 12.01	Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.	Not Applicable	
103	Section 12.02	Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code § 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail.	Not Applicable	
104	Section 12.03	Findings. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.	Not Applicable	
105	Section 12.04	Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.	Not Applicable	
106	Section 12.05	Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.	Not Applicable	
107	Section 12.06	Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.	Not Applicable	
108	Section 12.07	Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.	Not Applicable	
109	Section 12.08	Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property.	Not Applicable	

	DA Section	Condition/Requirement	Status	Comments	Action Items
110	Section 12.09	Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by fax (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below...	Not Applicable		
111	 Section 12.10	Entire Agreement, Counterparts and Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of 26 pages and four exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:	Not Applicable		
112	EXHIBIT A	Legal Description	Not Applicable		
113	EXHIBIT A-1	Project Site Diagram	Not Applicable		
114	EXHIBIT B	Applicable Fees	Not Applicable		
115	EXHIBIT C	Affordable Housing Agreement	Not Applicable		
116	Section 12.11	Recordation of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof.	Not Applicable		

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Periodic Review of Belle Harbor	)	
Development Agreement and	)	RESOLUTION NO. 18-
Determination as to Compliance	)	
<u>With Development Agreement</u>	)	

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, California Government Code Section 65864 *et seq.* ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes; and

WHEREAS, the last periodic review of the Belle Harbor Development Agreement was conducted in 2017, and on November 20, 2017, the City Council determined that the developer was in compliance with the terms of the Development Agreement.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City Staff, as well as the information contained in the

"Belle Harbor DA – 2018 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Belle Harbor Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Belle Harbor in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 3rd day of December, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Belle Harbor (Waterstone) DA - 18 Annual Review



DA Section	Condition/Requirement	Status	Comments	Action Items
1 Article II - Effective Date; Term				
2 Section 2.01	Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "Effective Date").	Compliant	Ordinance No. 16-1409 approving the DA was adopted on June 20, 2016.	
3 Section 2.02	Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of ten (10) years (the "Term").	Compliant	DA expires 10/5/2025	
4 Article III - Obligations of Developer				
5 Section 3.01	Obligations of Developer Generally. The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long term covenants and obligations, as set forth herein. As material consideration for the long term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following:	Compliant to date.		
6 Section 3.02	Facility Reserve Charges. Developer agrees to pay City's Facility Reserve Charges ("FRC") as set or modified by the City Council from time to time.	Compliant to date.	Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA.	
7 Section 3.03	Water Infrastructure. Developer shall comply with the 2015 Water System Master Plan, as amended.	Compliant to date.	Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA.	
8 Section 3.04	Applicable Fees. City may levy development fees and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, as more particularly described and according to the payment schedule set forth on Exhibit B ("Applicable Fees"). Unless otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on the Project other than those fees (including categories within such fees), and charges identified as Applicable Fees on Exhibit B, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exactions related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly to third-party governmental agencies, are not subject to or within the scope of this Agreement whether such third party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein.	Compliant to date.	Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA.	
9 Section 3.05	Applicable Fee Adjustments. Developer shall pay fees and charges consistent with Section 3.04 above, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code § 66000 et seq., not already authorized by ordinances, resolutions or policies in place at the time of this Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.	Compliant to date.	Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA.	
10 Section 3.06	City Local Traffic Mitigation Fee. Developer shall pay the City Local Traffic Mitigation Fee, which fee is necessary to finance unmet City traffic improvement needs in the amount in effect as of the Effective Date and subject to adjustment in accordance with Resolution No. 07 10917 with credit for certain improvements constructed by Developer per Section 4.04 below. If the City Council approves a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.	Compliant to date.	Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA.	
11 Section 3.07	Regional Traffic Fee. Developer shall pay the ECCRFA regional traffic fee should it be imposed by the City in an amount equal to or less than the amount paid by projects in the Cities of Antioch, Brentwood, and Oakley or in accordance with the existing valid Memorandum of Understanding dated June 29, 2010, as amended, whichever is less.	Compliant to date.	Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA.	
12 Section 3.08	Fees, Assessments and/or Taxes to be Paid by Developer. Developer agrees to pay its fair share of any levies imposed by any assessment district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms, or other funding mechanisms related to public safety; traffic; sewer; water; fire; the prevention, mitigation, abatement, or control of geologic hazards; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs) (collectively, "Funding Mechanisms") within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to applicable law.	Compliant to date.	Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA.	

DA Section	Condition/Requirement	Status	Comments	Action Items
13	 Section 3.09	Affordable Housing. Developer shall comply with PMC 18.86.080 and City Council Resolution No. 16-13210 Condition of Approval No. 5, by constructing at least eight (8) rental secondary dwelling units within the Project. A covenant shall be recorded limiting the amount of rent that may be charged for these secondary units, consistent with the terms and conditions set forth in the affordable housing agreement. Prior to the City's issuance of the first certificate of occupancy Developer agrees to enter into an affordable housing agreement with the City (the "Affordable Housing Agreement") attached as Exhibit C which further memorializes the provisions of this Section 3.09 and is consistent with applicable law, including Pittsburgh Municipal Code Chapter 18.50. Developer agrees that the secondary dwelling units referenced in this Section shall not be built or otherwise allowed on adjoining lots without the prior written approval of the City Manager. City agrees that Developer shall not be required to pay any additional fees (building permit, sewer, water, traffic fees, etc.) associated with any attached, affordable secondary/accessory dwelling units.	In Progress	Affordable Housing Agreements were recorded for lots 11, 16, 22, 27, 32, 37, 43, and 48. The developer has yet to construct all required units.
14	(a)	Timing. The Affordable Housing Agreement shall establish provisions to implement the affordable housing requirements within this Agreement and shall include, but not be limited to, implementation and monitoring provisions to ensure compliance with municipal law related to affordable housing. The agreement shall include provisions for the reasonable reimbursement of costs to the City for the administration and monitoring of the agreement.	Compliant	
15	(b)	Inclusionary Housing Ordinance. Notwithstanding any provision of this Agreement, in the event that the City has rescinded its respective previously adopted affordable housing ordinance and not replaced it with another affordable housing or similar ordinance, or such ordinance has been declared illegal, Developer shall not be obligated to comply with the provisions for affordable housing set forth in this Agreement. In the event, prior to or during the development of the Project, the City amends or replaces or eliminates its affordable housing ordinance which would result in a reduction in the number of secondary units Developer is obligated to construct, then the Affordable Housing Agreement shall be modified to provide for an equivalent reduction in the number of secondary units required to be constructed in the Project or elimination of the requirement.	Compliant	
16	Section 3.10	C.3 Facilities. Developer shall construct C.3 facilities as provided in the Project Approvals. In accordance with the City's NPDES permit, provision C.3.e.i.and ii., developer shall have the right to construct or participate in the funding of offsite C.3 facilities as approved by the City Engineer and memorialized by separate agreement with the City. Developer to provide appropriate funding mechanism for the continuous maintenance of these facilities in perpetuity.	Compliant	Developer has annexed into 2016-1 CFD to meet requirements for alternate compliance and long term maintenance
17	Section 3.11	Security Improvements. (a) Developer shall pay to the City the actual cost incurred by the City (not to exceed Fifty Thousand Dollars (\$50,000)) towards funding the acquisition and installation of security camera(s) at the entrance to the Property. The security cameras will be installed under the supervision of the City's Police Chief. Developer shall pay such costs within thirty (30) days of receipt of invoice. (b) Developer shall install the basic home security wiring in the Project homes (defined herein as wiring for a basic home security system on the first floor windows and doors only). Developer shall offer one year of professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner.	In Progress	
18	Section 3.12	Solar Roof System. Developer shall install a solar roof system on one of its model homes for example purposes only (which may consist of a few panels with photovoltaic compatibility or other comparable technologies) and offer solar installation as an option at the homeowner's expense.	Compliant	
19	Section 3.13	Tree Preservation. Developer shall replace any and all trees that are removed as part of the construction of the Project with the appropriate number of new trees pursuant to the City's Tree Ordinance. Developer shall cause the Project to maintain said trees in an appropriate manner pursuant to the City's Tree Ordinance. Developer shall not be required to mitigate for trees that need to be removed that are on City property.	In Progress	As a condition of the approved tree removal permit, the developer is required to plant 60 new trees throughout the development as part of the approved landscaping plan. All required trees shall be planted prior to final acceptance of the subdivision.
20	 Article IV - Obligations of the City			
21	Section 4.01	Obligations of City Generally. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City, as set forth herein.	Not Applicable	
22	 Section 4.02	Availability of Public Services.	-	
23	(a)	General. To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law.	Compliant to date.	
24	(b)	Construction Water. City shall make construction water available to the Project by permitting the Project to hook up to existing City water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use.	Compliant to date.	
25	Section 4.03	Developer's Right to Rebuild. City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement.	Compliant to date.	There has been no need to exercise this provision of the agreement.
26	 Section 4.04	Reimbursement of Infrastructure Costs.	-	

	DA Section	Condition/Requirement	Status	Comments	Action Items
27	(a)	Reimbursement. Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, the off-site water tank, pump station, sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within sixty (60) days after City's final acceptance or at such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of five percent (5%) for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and "as built" for the improvement(s) as well as attending meetings and providing necessary reports as reasonably requested by City.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
28	(b)	City's Authorization of Reimbursement. Notwithstanding any other provision of this Section, or of this Agreement, or of VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.04(a) herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond within thirty (30) days of its receipt of such estimated costs, Developer shall provide a second written notice to the City Manager and to the City Engineer, if neither responds within thirty (30) days of the City's receipt of the second request, the request shall be deemed approved. The City Manager shall have the discretion to require Developer to obtain competitive bids on any work for which Developer may request reimbursement or credit from the City where the total cost (not just the City's share) of that work is One Hundred Thousand Dollars (\$100,000) or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in the form of credits, which can actually be used by Developer to offset Developer's payment of any Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within thirty (30) days of invoicing.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
29	Section 4.05	Park Fee Credit. Developer and City agree that the park in-lieu fee amount will be Nine and 40/100ths Dollars (\$9.40) per square foot (unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2017 reflecting 2016 increases. Developer is eligible for partial park fee credit of thirty five percent (35%) of the land area devoted to private recreational area on site.	Compliant		
30	 Article V - Cooperation - Implementation				
31	 Section 5.01	Processing Application for Subsequent Approvals. The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions:	-		
32	(a)	Standard of Review. By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not inconsistent with the Project Approvals as set forth above, and meet the intent and comply with any City adopted Designed Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may adopted subsequent to the Effective Date of this Agreement.	Compliant to date.		
33	(b)	Basis for Denial. City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City.	Compliant to date.	The City has not denied any application for subsequent approvals as of 10/31/17.	
34	Section 5.02	Timely Submittals by Developer. Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement.	Compliant to date.	Developer has not submitted any applications for subsequent approvals for the project.	

DA Section	Condition/Requirement	Status	Comments	Action Items
35	Section 5.03	Timely Processing by City. Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (i) providing at Developer's expense and subject to Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section 5.03, Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice.	Compliant to date.	Developer has not submitted any applications for subsequent approvals for the project.
36	Section 5.04	Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure the timely availability of such permits and approvals.	Compliant to date.	Developer has applied for and received all necessary permits for construction.
37	 Section 5.05	Lighting and Landscaping District, Park Maintenance, C.3 Facilities.	-	
38	(a)	Developer agrees that the Project Site will be annexed into the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88 7324 ("LLD"), as well as the City's Community Facilities District 2007 1 for park maintenance and the City's Community Facilities District 2016-1 for maintenance of C.3 facilities and, to the extent permitted by law, that the Project shall be assessed in a manner consistent with the provisions herein.	Compliant	Annexation completed.
39	(b)	Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks.	Compliant	Project is already in LLD
40	Section 5.06	Police Services CFD. Developer agrees to take all steps necessary to include the Project Site into the City's existing police services Community Facilities District 2004 1, as adopted pursuant to Resolution No. 04 10071 (the "Police Services District") at no cost to the City, in order to provide for police and other emergency services to the Project Site. This process shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the Police Services District no earlier than the issuance of a building permit for such lot.	Compliant	Annexation completed.
41	Section 5.07	Fire Services CFD. In the event the City forms a City Community Facilities District to provide for fire protection services in the City for the Contra Costa Fire Protection District and acquisition or replacement of equipment primarily situated in the fire stations located in the City, Developer agrees to take all steps necessary to include the Project Site into the district. This inclusion of the Project into the district shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. City agrees that the levy to be assessed on each legal residential lot in the Project shall be no greater than Seventy-five Dollars (\$75) and increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2016 reflecting 2015 increases. Each legal residential lot located on the Project Site will be required to pay the levy by for this district no earlier than the issuance of a certificate of occupancy for such lot (such levy shall not go into effect for any certificate of occupancy issued for model homes in the Project until such model home is transferred to a third party homebuyers).	Compliant	Annexation completed.
42	Section 5.08	Railroad Avenue Specific Plan CFD. The subject property has been previously annexed into the Railroad Avenue Specific Plan (RASP) Community Facilities District 2014-1, and requires the developer pay a one-time special tax to finance the construction and/or acquisition of public facilities. Each legal residential lot located on the Project Site will be required to pay the levy by CFD 2014-1 upon the issuance of a building permit for such lot. The rate of the CFD is subject to City Council Ordinance No. 14-1383.	In Progress	
43	Section 5.09	Parkland Dedication In-Lieu Fee. The Developer shall pay an In-Lieu Parkland Dedication Fee to the Engineering Department per PMC section 17.32.020.D.2.The park in-lieu fee amount is nine dollars and forty cents (\$9.40) per square foot, increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2017 reflecting 2016 increases.	Compliant	
44	 Section 5.10	Assessment Districts or Other Funding Mechanisms.	-	
45	(a)	City understands that City's long term assurances to Developer concerning fees, taxes and assessments related to the Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.08 of this Agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism or related increases are in place and legally effective as of the date of this Agreement's Effective Date.	Compliant to date.	The City has not proposed forming any new assessment districts.

DA Section	Condition/Requirement	Status	Comments	Action Items
46	(b) At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, landscaping and lighting districts, community facilities districts, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City. City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer.	Compliant to date.		
47	Section 5.11 Warranty Bonds. Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City, or otherwise as determined in the applicable Subdivision Improvement Agreement.	In Progress	City has not yet accepted the public improvements for continuous maintenance.	
48	Section 5.12 General Plan Maintenance Fee. Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburg General Plan. The General Plan Maintenance Fee will be \$125.00 per building permit.	Compliant to date.	The Developer has paid the General Plan Maintenance Fee upon issuance of each building permit.	
49	 Article VI - Standards, Laws and Procedures Governing the Project			
50	Section 6.01 Vested Right to Develop. Developer shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals.	Compliant to date.		
51	Section 6.02 Permitted Uses Vested by This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.	Compliant to date.		
52	Section 6.03 Applicable Law. "Applicable Law" shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying any new rules, regulations, official policies, standards, and specifications that do not conflict with those rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement.	Compliant to date.		
53	Section 6.04 Uniform Codes. Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.	Compliant to date.		
54	Section 6.05 Moratorium and Conflicting Enactments. To the extent consistent with State Law, if any ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement.	Compliant to date.	No moratoria or conflicting enactments were adopted during this review period.	
55	Section 6.06 Life of Subdivision Maps, Development Approvals, and Permits. To the extent consistent with Applicable Law, the term of any subdivision map or any other map, permit, rezoning or other land use entitlement approved as a Project Approval or Subsequent Approval shall automatically be extended for the duration of this Agreement, including any extensions. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or prevents any Project development activities.	Compliant	Construction of project is scheduled to be completed prior to the expiration of all approvals.	

DA Section	Condition/Requirement	Status	Comments	Action Items
56	Section 6.07	Compliant	There has been no need to exercise this provision of the agreement.	
57	 Section 6.08	-		
58	(a)	Compliant to date.	Construction of project is scheduled to be completed in multiple phases.	
59	(b)	Compliant to date.		
60	(c)	Compliant to date.		
61	Section 6.09	Compliant to date.		
62	Section 6.10	Compliant to date.		
63	 Article VII - Amendment			
64	 Section 7.01	Compliant to date.		
65	(a)	Compliant to date.	The developer has worked with staff to implement a revised refuse pickup plan.	
66	(b)	In Progress	The developer has worked with staff to request non-administrative project amendments to date, including changes to proposed subdivision signage. As of November 2, 2017, the developer has notified staff of their intent to request approval for the proposed sign changes.	

	DA Section	Condition/Requirement	Status	Comments	Action Items
67	 Section 7.02	Amendment of this Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:	-		
68	(a)	Administrative Agreement Amendments. The City Manager, or his/her designee, may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer ("Administrative Agreement Amendment"), and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section 7.02(a), the term "substantially affect" shall be evaluated in the context of the entire Project.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
69	(b)	Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
70	(c)	Amendment Limitations. In consideration of the scope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to the impacts on City directly attributable to such amendment.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
71	 Article VIII - Assignment, Transfer and Notice				
72	Section 8.01	Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
73	 Section 8.02	Transfer Agreements.	-		
74	(a)	In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a "Non-Assuming Transferee" (as defined in Section 8.03), Developer and the transferee shall enter into a written agreement (a "Transfer Agreement") regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
75	(b)	Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within thirty (30) days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only if, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02(b) if such transferee has a net worth of at least Ten Million Dollars (\$10,000,000) documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
76	(c)	Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
77	Section 8.03	Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (i) any single residential parcel conveyed to a purchaser, (ii) any property transferred as fewer than ten (10) lots to a single retail builder or (iii) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school or other nonresidential uses. The transferee in such a transaction and its successors ("Non-Assuming Transferees") shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this Section 8.03 shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.	Compliant to date.	There has been no need to exercise this provision of the agreement.	

DA Section	Condition/Requirement	Status	Comments	Action Items
78 Section 8.04	Notice of Compliance Generally. Subject to City’s finding that the facts contemplated by clauses (i) through (iii) herein are true and accurate, within thirty (30) days following any written request which Developer may make from time to time, City shall execute and deliver to Developer (or to any party requested by Developer) a written “Notice of Compliance,” in recordable form, duly executed and acknowledged by City, that certifies that (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default, and (iii) any other information reasonably requested by Developer. City’s failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer’s sole discretion, to record the Notice of Compliance.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
79  Article IX - Cooperation in the Event of Legal Challenge				
80  Section 9.01	Cooperation.	-		
81 (a)	Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer’s interests at Developer’s sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City’s costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys’ fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
82 (b)	Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer’s interests at Developer’s sole cost and expense.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
83 (c)	The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
84  Section 9.02	Cure; Reapproval.	-		
85  (a)	If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a “Judgment”) in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter “Deficiencies”), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise:	Compliant to date.	There has been no need to exercise this provision of the agreement.	
86 (i)	If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement and the Judgment. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgment necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
87 (ii)	Acting in a manner consistent with the intent of this Agreement or a Judgment includes, but is not limited to, recognizing that the parties intend that Developer may develop a eighty two (82) single-family residential unit project, and adopting such ordinances, resolutions, and other enactments, including but not limited to a general plan amendment, rezoning, vesting subdivision map approvals, development plan approvals, PD Plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, final development plans, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
88 (b)	The parties agree that this Section 9.02 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.02, which shall survive such invalidation, nullification or setting aside.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
89  Article X - Default, Remedies, Termination				

DA Section	Condition/Requirement	Status	Comments	Action Items
90 Section 10.01	Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (the “Complaining Party”) (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party’s notice (“Default Notice”) shall specify the nature of the alleged failure and, may specify the manner in which the failure satisfactorily may be cured By the other party (the “Defaulting Party”). Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party’s receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
91 Section 10.02	Termination. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to challenge City’s termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City’s termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).	Compliant to date.	There has been no need to exercise this provision of the agreement.	
92  Section 10.03	Periodic Review.	-		
93 (a)	Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the “Periodic Review”) shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code § 65865.1. Developer also agrees to pay City annually the greater of Five Thousand Dollars (\$5,000) or the actual cost of Periodic Review Fee (not to exceed Ten Thousand Dollars (\$10,000)). The Five Thousand Dollars (\$5,000) shall be increased annually thereafter by the CPI for the San Francisco Oakland Area, with the first increase implemented in January 2017 reflecting 2016 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted.	Compliant to date.		
94 (b)	Notice. At least ten (10) days prior to the Periodic Review, and in the manner prescribed in Article XII of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer’s performance hereunder. Developer shall be permitted an opportunity to respond to City’s evaluation of Developer’s performance, either orally at a public hearing or in a written statement, at Developer’s election. Such response shall be made to the City Manager.	Compliant to date.		
95 (c)	Good Faith Compliance. During the Periodic Review, the City Manager shall review Developer’s good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code §§ 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City.	Compliant to date.		
96 (d)	Failure to Properly Conduct Periodic Review. If, after thirty (30) days following Developer’s notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall be conclusively deemed an approval by City of Developer’s compliance with the terms of this Agreement.	Compliant to date.		
97 (e)	Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer’s sole discretion, to record such notice of compliance.	Complaint to date.		

	DA Section	Condition/Requirement	Status	Comments	Action Items
98	Section 10.04	Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are t due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon in writing.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
99	Section 10.05	Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
100	Section 10.06	California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.	Compliant to date.		
101	Section 10.07	Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.07 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.07 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
102	Section 10.08	Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
103	Section 10.09	Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
104	 Article XI - No Agency, Joint Venture or Partnership				
105		It is specifically understood and agreed to by and between the parties hereto that unless otherwise expressly provided herein (i) the subject development is a private development; (ii) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. The City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements, and the grading and construction of any other public improvements (collectively, the "Public Improvements") are all public works of improvement the City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. The City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project.	Compliant to date.		
106	 Article XII - Miscellaneous				
107	Section 12.01	Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.	Not Applicable		

	DA Section	Condition/Requirement	Status	Comments	Action Items
108	Section 12.02	Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code § 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail.	Not Applicable		
109	Section 12.03	Findings. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.	Not Applicable		
110	Section 12.04	Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.	Not Applicable		
111	Section 12.05	Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.	Not Applicable		
112	Section 12.06	Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.	Not Applicable		
113	Section 12.07	Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.	Not Applicable		
114	Section 12.08	Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property.	Not Applicable		
115	Section 12.09	Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by fax (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below...	Not Applicable		
116	 Section 12.10	Entire Agreement, Counterparts and Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of 27 pages and four exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:	Not Applicable		
117	EXHIBIT A	Legal Description	Not Applicable		
118	EXHIBIT A-1	Project Site Diagram	Not Applicable		
119	EXHIBIT B	Applicable Fees	Not Applicable		
120	EXHIBIT C	Affordable Housing Agreement	Not Applicable		
121	Section 12.11	Recordation of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof.	Not Applicable		