CITY OF PITTSBURG
AMENDED AGENDA

DECEMBER 15, 2025

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

CLOSED SESSION
6:30 PM

REGULAR MEETING
7:00 PM

CITY COUNCIL
HOUSING AUTHORITY
PITTSBURG ARTS AND COMMUNITY FOUNDATION
PITTSBURG POWER COMPANY
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II
SUCCESSOR AGENCY

PRESIDING

Dionne Adams, Mayor/Chair
Angelica Lopez, Vice-Mayor/Chair
Juan Antonio Banales, Council Member/Board Member
Arlene Kobata, Council Member/Board Member
Jelani Killings, Council Member/Board Member

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

Pittsburg City Council regular 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.pittsburgca.gov. 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.

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.

6:30 PM - CONVENE IN CLOSED SESSION

1. HOUSING AUTHORITY CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
   Initiation of litigation pursuant to Section 54956.9(d)(4)
   Number of cases: one

7:00 PM - CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

The standing proclamation(s) were published as part of the agenda. The proclamation(s) will be posted on the City's website and social media accounts as appropriate.

2. Think Pittsburg - Ramar Foods

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)

PUBLIC COMMENTS

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)

COMMITTEE REPORTS

Council Members may make a report on their committee assignments at this time. (see attached list of adhoc committees and other public agencies in which Council members participate). (No Action Required)

CONSIDERATION

3. Adoption of a City Council Minute Order for 2026 Council Member Committee Assignments and Updating the Fair Political Practices Commission Form 806 "Agency Report of Public Official Appointments"

   In accordance with the City Council Policies and Procedures adopted on November 15, 2021, through Resolution No. 21-14013, the Mayor and Vice-Mayor shall appoint Council Members to standing and ad hoc committees and such appointments shall be adopted by the Council. Pursuant to Fair Political Practices Commission (FPPC) regulation 18702.5, Form 806 "Agency Report of Public Official Appointments" must be updated when there is a new appointment or a change in compensation for the appointed position(s).

4. Adoption of a City Council Resolution to Accept the Transportation Development Act (TDA) Article 3 Grant Funds and Allocate Local Matching Funds

   The City has been awarded a Transportation Development Act (TDA) Article 3 Grant in the amount of $113,130 to install rectangular rapid flashing beacons (RRFB) at six locations in the City. The attached resolution accepts the Metropolitan Transportation Commission (MTC) FY 2025/26 grant funds, authorizes the allocation of matching funds for Project 2045 - Walk-Smart Crosswalk Improvement Project (Project) and amends the fiscal year 2025/26 Capital Improvement Program budget by $125,700.

CONFLICT OF INTEREST STATEMENT

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

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY, SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR

5. Minutes of November 6, 2025, November 17, 2025 and December 1, 2025

6. Receive and File the Treasurer's Report for the Quarter Ending September 30, 2025

   An Investment Summary Report is provided to the City Council for review for each fiscal quarter. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City and Agency's Investment Policies. This Treasurer's Report is for fiscal quarter ending September 30, 2025.

7. Accept and File Special Tax and Bond Accountability Report (Senate Bill 165) for Fiscal Year 2024-25 for the Community Facilities District No. 2004-01 (San Marco), Community Facilities District 2005-1 (Public Safety Services), Community Facilities District 2005-2 (Vista Del Mar) Facilities Tax, Community Facilities District 2005-2 (Vista Del Mar) Services Tax, Community Facilities

District 2007-1 (Park Maintenance Services), Community Facilities District 2009-01 (San Marco), Community Facilities District 2016-1 (Maintenance of Project Facilities), Community Facilities District 2017-1 (Fire Protection and Emergency Services), and Community Facilities District 2021-1 (Tuscany Meadows)

Pursuant to Sections 50075.3 and 53411, the Director of Finance shall file a report, at least once a year, with the governing body in compliance with the reporting requirements relative to special taxes collected and bonds issued by the City.

8. Adoption of a City Council Minute Order to Approve a City Council Recess in January

   Historically, the City Council takes a recess during the winter months to allow for both staff and Council vacations during the holiday season and to accommodate the City's Winter Closure.

9. Adoption of a Successor Agency Minute Order Approving the July 1, 2026 – June 30, 2027 Recognized Obligation Payment Schedule

   The Successor Agency for the Redevelopment Agency of the City of Pittsburg (Successor Agency) has prepared its Recognized Obligation Payment Schedule (ROPS) for the period of July 1, 2026 – June 30, 2027 (ROPS 26/27), pursuant to AB 26x1, also referred to as the "Dissolution Act".

10. Adoption of a City Council Resolution Accepting Project 3333, California Theatre Restroom Project as Complete and Authorize the City Engineer to File a Notice of Completion

    Project 3333 – California Theatre Restroom (Project) is for the construction of an accessible backstage restroom for the California Theatre. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

11. Adoption of City Council Resolution Approving the City of Pittsburg's 2026 Emergency Operations Plan

    The City of Pittsburg has updated its Emergency Operations Plan (EOP) per the authority of the California Emergency Service Act (Chapter 7 of Division 1 Title 2 of the California Government Code), which conforms with the California Standardized Emergency Management System (SEMS) and meets the National Incident Management System (NIMS) to improve disaster response and recovery. Within the EOP is a reference to the Continuity of Operations Plan (COOP) to ensure essential services continue during emergencies. The City Council's adoption of the EOP and submission of a certified copy to the California Office of Emergency Services (Cal OES) are required for state and federal compliance.

12. Adoption of a City Council Resolution Authorizing the City Manager to Execute Agreements with Three Pre-qualified Consulting Firms for Building Plan Check Services from the On-Call List Adopted by Resolution No. 22-14046

    The Building Division utilizes pre-qualified consulting firms from the on-call building plan check services list, adopted by City Council under Resolution No. 22-14046. Following a Request for Proposals (RFP) process, the top three consulting firms—4LEAF, Inc., TRB and Associates, Inc., and West Coast Code Consultants (WC3)—were selected from the pre-qualified list to provide building plan check services on an as-needed basis. This approach allows staff to handle overflow work efficiently and ensure timely plan review support to augment City operations.

13. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Lease Agreement with Kenneth Cooper

    The City proposes to enter into a Lease Agreement (“Lease”) with Kenneth Cooper ("Lessor") for the property located at 359 E. 12th Street, which adjoins the City’s Corporation Yard. The additional space (“Premises”) will be used to conduct activities and provide storage in support of the operations of the Public Works Department.

14. Adoption of a City Council Resolution Approving a Lease Agreement by and Between the City of Pittsburg and Approved Auto Center of Pittsburg

    The City owns certain real property located at 2101 Railroad Avenue, also known as Contra Costa County Assessor’s Parcel Number 088-171-035 (Property). The City proposes to enter into a five (5) year lease agreement (Lease) with Approved Auto Center of Pittsburg (Lessee) with two 1-year options to extend (Option to Extend) for a total of seven (7) years.

15. Adoption of a City Council Resolution to Amend the Master Pay Schedule to Include Amendments to the Seasonal Salary Schedule and Previously Approved Positions and Compensation

    Effective January 1, 2026, the California minimum wage will increase from $16.50 per hour to $16.90 per hour. As the seasonal salary schedule presently has wages below the minimum, the City is required to increase the salaries impacted by the State’s new minimum wage and amend the salary schedule to comply with CalPERS’ interpretation of the requirements of California Code of Regulations, Title 2, Section 570.5 by amending the single master pay schedule.

16. Adoption of a City Council Resolution Amending the 2025-2028 Senior Executive Team Salary and Benefits Schedule

    An amendment to the Senior Executive Agreement was approved by City Council on July 21, 2025. The latest amendment included incentives paid to the Chief of Police. This item is a request to remove the Command College

incentive and replace it with a Peace Officer Standards and Training (POST) Executive Certificate as this incentive is earned in the capacity of a Police Chief.

17. Adoption of a City Council Resolution Authorizing the Mayor to Execute the Fifth Amendment to the Employment Agreement with the City Attorney

    After conducting an evaluation by the City Council of the City Attorney's performance, the City Council and City Attorney have negotiated and agreed upon a Fifth Amendment to the Employment Agreement with the City Attorney and proposes to execute said Fifth Amendment to the Employment Agreement.

18. Adoption of City Council and Pittsburg Arts and Community Foundation Resolutions Authorizing the City Manager/Executive Director to Amend/Establish the Fiscal Year 2025/26 Budget

    Staff has been reviewing the fiscal year (FY) 2025/26 budget and has determined that certain corrections are needed to appropriately reflect revenues received and pay for operations of various City programs. Finance worked with department staff who identified several additional operational needs necessitating budget amendments. Also, the Pittsburg Arts and Community Foundation seeks to establish its FY 2025/26 budget.

19. Adoption of a Pittsburg Arts and Community Foundation Resolution to Authorize the Executive Director to Execute an Agreement with Revision Publishing LLC Regarding the Railroad Book Depot and Terminate the Lease at 485 Railroad Avenue

    The Pittsburg Arts & Community Foundation (PACF) seeks authorization to enter into an Agreement to sell certain assets of the Railroad Book Depot to Revision Publishing LLC for purposes of continuing to provide books to the community. In conjunction with the sale, and the buyer's commencement of operations at the same location, PACF shall terminate its lease of 485 Railroad Avenue.

20. Adoption of an Ordinance Amending Pittsburg Municipal Code 2.04.020 to Increase City Council Salary

    The ordinance, if adopted, would increase the City Council salary to an amount authorized by state law, effective after the November 2026 election.

21. Adoption of an Ordinance to Adopt by Reference the 2025 California Building Code, Residential Code, Electrical Code, Fire Code, Wildland-Urban Interface Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Existing Building Code, and Energy Code with Local Amendments

    The California Building Standards Code is published every three years and amends the California Code of Regulations, Title 24. These codes are commonly referred to as the California Building Code (Codes) and include

building, plumbing, mechanical, electrical, fire, wildland-urban interface, energy, residential, historical, green standards, and existing building.

22. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute the First Amendment to the Secured Promissory Note and the Cooperation Arrangement Between the City of Pittsburg and Pittsburg Land Holdings, LLC

    The City and Pittsburg Land Holdings, LLC ("PLH") seek to amend the existing Secured Promissory Note (executed September 30, 2022) and implement a related Cooperation Arrangement or similar agreement to advance the development of the Pittsburg Technology Park Project. The amendments reflect: (1) the transfer of deed-restricted acreage back to the City; (2) a reduction in loan principal corresponding to that transfer and PLH's existing right to forego purchase of any portion(s) of the real property; (3) adjustments to interest accrual and the deferral period generally corresponding the delays resulting from state approval processing and settlement agreement negotiations; and (4) clarifications regarding the reconveyance ("Put Right") process. Adoption of the resolution will authorize the City Manager to negotiate and execute the First Amendment to the Promissory Note and the Cooperation Arrangement.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

Council Members may request items to be considered for future agendas. An item will only be brought forward with a majority vote and will appear on a future agenda with staff recommendations for further Council consideration.

COUNCIL MEMBER REMARKS

Council Members may make brief announcements or informal comments at this time. (No Action Required)

ADJOURNMENT TO JANUARY 20, 2026

NOTICE TO PUBLIC

GENERAL INFORMATION

Copies of the open session agenda packets, as 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). Full agenda packets are also located on the City's website at www.pittsburgca.gov. 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 up to 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 residents. 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 electronic devices, 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.pittsburgca.gov on the Agendas and Live Meetings page. Past meetings and approved minutes are also archived on that webpage. Watch the live meeting via the City's webcast (www.pittsburgca.gov - Agendas and Live Meetings), on Comcast Channel 24 Delta TV, AT&T U-Verse Channel 99 Delta TV. Contact the City Clerk's office at (925) 252-4850 for more information

City Council Agency/Liaison/Subcommittee Assignments as of October 9, 2025

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
ABAG	Dionne Adams / Jelani Killings (Alt.)	Standing	Annual		M. Aliotti
Delta Diablo*	Jelani Killings / Arlene Kobata (Alt.)	Standing	2nd Wednesday	4:30 PM	J. Samuelson
East Co. Co. County Habitat Conservancy	Arlene Kobata / Juan Banales (Alt.)	Standing	4th Monday (Bi-Monthly)	2:00 PM	J. Davis
East County Water Management	Juan Banales / Jelani Killings (Alt.)	Standing	Bi-Annual	1:00 PM	J. Samuelson
MCE Clean Energy Board	Arlene Kobata / Angelica Lopez (Alt.)	Standing	3rd Thursday	6:30 PM	J. Davis
TRANSPLAN / ECCRFFA	Juan Banales / Dionne Adams (Alt.)	Standing	2nd Thursday	6:30 PM	J. Samuelson
Tri-Delta Transit (2 reps)**	Angelica Lopez & Dionne Adams / Jelani Killings (Alt.)	Standing	4th Wednesday	4:00 PM	J. Samuelson
LIASISON	**COUNCIL MEMBER(S)**	**TYPE**	**MEETS**	**TIME**	**STAFF**
East Bay League of California Cities	Jelani Killings / Dionne Adams (Alt.)	Standing	3rd Thursday		M. Aliotti
Green Empowerment Zone	Arlene Kobata / Jelani Killings (Alt.)	Standing	3rd Friday (Bi-Monthly)	9:30 AM	J. Davis
Los Medanos Health Advisory Committee	Arlene Kobata & Jelani Killings	Ad Hoc	As needed		M. Aliotti
Mayor's Conference	Jelani Killings / Dionne Adams (Alt.)	Standing	1st Thursday	6:30 PM	M. Aliotti
Pittsburg Police Activities League (PAL)	Arlene Kobata & Angelica Lopez / Dionne Adams (Alt.)	Standing	Monthly		S. Albanese
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Juan Banales (Alt.)	Standing	Quarterly		M. Aliotti
SUBCOMMITTEES	**COUNCIL MEMBER(S)**	**TYPE**	**MEETS**	**TIME**	**STAFF**
Community and Economic Development	Jelani Killings & Dionne Adams / Angelica Lopez (Alt.)	Standing	2nd Wednesday	5:30 PM	J. Davis
Data Center and Hydrogen	Jelani Killings & Angelica Lopez	Ad Hoc	As needed		J. Davis
Development Agreement	Jelani Killings & Dionne Adams	Ad Hoc	As needed		J. Davis
Finance Management	Juan Banales & Jelani Killings / Dionne Adams (Alt.)	Standing	3rd Friday	5:00 PM	M. Aliotti
Infrastructure and Transportation	Juan Banales & Dionne Adams / Angelica Lopez (Alt.)	Standing	4th Thursday	5:30 PM	J. Samuelson
Tenant Protections	Juan Banales & Angelica Lopez	Ad Hoc	As needed		S. Bellafronte
Life Enrichment	Dionne Adams & Angelica Lopez / Arlene Kobata (Alt.)	Standing	3rd Wednesday	5:30 PM	K. Simonton
Pittsburg Arts and Community Foundation	Jelani Killings & Angelica Lopez	Standing	As needed		K. Simonton
Public Safety	Arlene Kobata & Angelica Lopez / Jelani Killings (Alt.)	Standing	1st Wednesday	5:30 PM	S. Albanese

*Stipend of $170 per month
** Stipend of 100 per month

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Adoption of a City Council Minute Order for 2026 Council Member Committee Assignments and Updating the Fair Political Practices Commission Form 806 “Agency Report of Public Official Appointments”

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

In accordance with the City Council Policies and Procedures adopted on November 15, 2021, through Resolution No. 21-14013, the Mayor and Vice-Mayor shall appoint Council Members to standing and ad hoc committees and such appointments shall be adopted by the Council. Pursuant to Fair Political Practices Commission (FPPC) regulation 18702.5, Form 806 “Agency Report of Public Official Appointments” must be updated when there is a new appointment or a change in compensation for the appointed position(s).

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Adopt the Minute Order for the 2026 City Council Committee Assignments.

BACKGROUND

California Government Code Section 36813 authorizes a city council to establish rules and policies to conduct its proceedings. On November 15, 2021, the City Council

adopted Resolution No. 21-14013, which sets the rules and procedures for conducting its business.

Form 806 is used to report additional compensation that officials receive when appointed to positions on committees, boards, or commissions of another public agency or to a committee or position of the agency of which the public official is a member.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Mayor and Vice-Mayor shall appoint Council Members to the standing and ad hoc committees. Prior to the appointments, individual Council Members may submit preferences for committee assignments. The list of appointments shall be presented to the City Council for consideration. When there is a new appointment or a change in compensation for the appointed position(s), Form 806 shall be updated to reflect the change to list the paid appointed position(s) and it must be posted on the City's website.

ATTACHMENTS: 2026 City Council Committee Assignments
Blank Form 806

Report Prepared By: Melaine Venenciano, Director of City Clerk Services

2026 City Council Agency/Liaison/Subcommittee Assignments

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
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LIAISON TO	**COUNCIL MEMBER(S)**	**TYPE**	**MEETS**	**TIME**	**STAFF**
East Bay League of California Cities	Dionne Adams / Angelica Lopez Alternate	Standing	3rd Thursday		D. Gale/M. Aliotti
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Finance Management	Juan Banales & Dionne Adams / Jelani Killings Alternate	Standing	3rd Friday	5:00 PM	E. Adair
Infrastructure and Transportation	Juan Banales & Arlene Kobata / Dionne Adams Alternate	Standing	4th Thursday	5:30 PM	J. Samuelson
Tenant Protections	Juan Banales & Angelica Lopez	Ad Hoc	As needed		S. Bellafronte
Life Enrichment	Dionne Adams & Angelica Lopez / Arlene Kobata Alternate	Standing	3rd Wednesday	5:30 PM	K. Simonton
Pittsburg Arts and Community Foundation	Angelica Lopez & Jelani Killings	Standing	As needed		K. Simonton
Public Safety	Arlene Kobata & Angelica Lopez / Jelani Killings Alternate	Standing	1st Wednesday	5:30 PM	S. Albanese

*Stipend of $170 per month
** Stipend of $100 per month

Agency Report of:
Public Official Appointments

A Public Document

1. Agency Name

Division, Department, or Region *(If Applicable)*

Designated Agency Contact *(Name, Title)*

Area Code/Phone Number | **E-mail**

California Form 806

For Official Use Only

Page _____ of _____

Date Posted: _____ *(Month, Day, Year)*

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
	▸Name _____ *(Last, First)* Alternate, if any _____ *(Last, First)*	▸ _____ *Appt Date* ▸ _____ *Length of Term*	▸ *Per Meeting:* $ _____ ▸ *Estimated Annual:* ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ _____ *Other*
	▸Name _____ *(Last, First)* Alternate, if any _____ *(Last, First)*	▸ _____ *Appt Date* ▸ _____ *Length of Term*	▸ *Per Meeting:* $ _____ ▸ *Estimated Annual:* ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ _____ *Other*
	▸Name _____ *(Last, First)* Alternate, if any _____ *(Last, First)*	▸ _____ *Appt Date* ▸ _____ *Length of Term*	▸ *Per Meeting:* $ _____ ▸ *Estimated Annual:* ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ _____ *Other*
	▸Name _____ *(Last, First)* Alternate, if any _____ *(Last, First)*	▸ _____ *Appt Date* ▸ _____ *Length of Term*	▸ *Per Meeting:* $ _____ ▸ *Estimated Annual:* ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ _____ *Other*

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

_____ *Signature of Agency Head or Designee* | _____ *Print Name* | _____ *Title* | _____ *(Month, Day, Year)*

Comment: _____

Print **Clear**

Agency Report of:
Public Official Appointments

California Form 806

A Public Document

Background

This form is used to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of another public agency or to a committee or position of the agency of which the public official is a member.

This form is required pursuant to FPPC Regulation 18702.5. Each agency must post on its website a single Form 806 which lists all the paid appointed positions to which an official will vote to appoint themselves. When there is a change in compensation or a new appointment, the Form 806 is updated to reflect the change. The form must be updated promptly as changes occur.

Instructions

This form must be posted prior to a vote (or consent item) to appoint a governing board member if the appointee will participate in the decision and the appointment results in additional compensation to the appointee.

FPPC Regulation 18702.5 provides that as long as the public is informed prior to a vote, an official may vote to hold another position even when the vote results in additional compensation.

Part 1. Agency Identification

Identify the agency name and information on who should be contacted for information.

Part 2. Appointments

Identify the name of the other agency, board or commission. List the name of the official, and an alternate, if any.

List the appointment date and the length of term the agency official will serve. Disclose the stipend provided per meeting and the estimated annual payment. The annual salary is an estimate as it will likely vary depending upon the number of meetings. It is not necessary to revise the estimate at the end of the calendar year.

Part 3. Verification

The agency head or his/her designee must sign the verification.

Frequently Asked Questions (FAQs)

1. When does an agency need to complete the Form 806?

   A Form 806 is required when an agency's board members vote to appoint a board member to serve on another governmental agency or position of the agency of which the official is a member and will receive additional compensation.

2. The city council votes to serve as the city's housing authority, a separate entity. Will the Form 806 be required?

   If the council members receive additional compensation for serving on the housing authority, the Form 806 is required.

3. Are appointments made by a governing board to appoint one of its members to serve as an officer of that board for additional pay (e.g., mayor) required to be disclosed on Form 806?

   No. FPPC Regulation 18702.5(b)(6) exempts from this requirement decisions to fill a position on the body of which the official is a member (such as a councilmember being appointed as mayor) despite an increase in compensation.

4. In determining the income, must the agency include mileage reimbursements, travel payments, health benefits, and other compensation?

   No. FPPC Regulation 18702.5 requires only the amount of the stipend or salary to be reported.

5. Which agency must post the Form 806?

   The agency that is voting to appoint a public official must post the Form 806 on its website. The agency that the official will serve as a member is not required to post the Form 806. The form is not sent to the FPPC.

6. When must the Form 806 be updated?

   The Form 806 should be amended promptly upon any of the following circumstances: (1) the number of scheduled meetings is changed, (2) there is a change in the compensation paid to the members, (3) there is a change in membership on the board or commission, or (4) there is a new appointment to a new agency.

7. If officials choose to recuse themselves from the decision and leave the room when a vote is taken to make an appointment, must the Form 806 be completed?

   No. The Form 806 is only required to identify those officials that will vote on an appointment in which the official will also receive additional compensation.

Privacy Information Notice

Information requested by the FPPC is used to administer and enforce the Political Reform Act. Failure to provide information may be a violation subject to penalties. All reports are public records available for inspection and reproduction. Direct questions to FPPC's General Counsel, Fair Political Practices Commission, 1102 Q Street, Suite 3050, Sacramento, CA 95811.

Agency Report of:
Public Official Appointments
Continuation Sheet

California Form 806
A Public Document

Page _____ of _____

1. Agency Name

Date Posted: _____ *(Month, Day, Year)*

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
	▸Name _____ *(Last, First)* Alternate, if any _____ *(Last, First)*	▸ _____ *Appt Date* ▸ _____ *Length of Term*	▸ *Per Meeting:* $ _____ ▸ *Estimated Annual:* ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ _____ *Other*
	▸Name _____ *(Last, First)* Alternate, if any _____ *(Last, First)*	▸ _____ *Appt Date* ▸ _____ *Length of Term*	▸ *Per Meeting:* $ _____ ▸ *Estimated Annual:* ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ _____ *Other*
	▸Name _____ *(Last, First)* Alternate, if any _____ *(Last, First)*	▸ _____ *Appt Date* ▸ _____ *Length of Term*	▸ *Per Meeting:* $ _____ ▸ *Estimated Annual:* ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ _____ *Other*
	▸Name _____ *(Last, First)* Alternate, if any _____ *(Last, First)*	▸ _____ *Appt Date* ▸ _____ *Length of Term*	▸ *Per Meeting:* $ _____ ▸ *Estimated Annual:* ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ _____ *Other*
	▸Name _____ *(Last, First)* Alternate, if any _____ *(Last, First)*	▸ _____ *Appt Date* ▸ _____ *Length of Term*	▸ *Per Meeting:* $ _____ ▸ *Estimated Annual:* ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ _____ *Other*
	▸Name _____ *(Last, First)* Alternate, if any _____ *(Last, First)*	▸ _____ *Appt Date* ▸ _____ *Length of Term*	▸ *Per Meeting:* $ _____ ▸ *Estimated Annual:* ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ _____ *Other*

Print Clear

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Adoption of a City Council Resolution to Accept the Transportation Development Act (TDA) Article 3 Grant Funds and Allocate Local Matching Funds

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

The City has been awarded a Transportation Development Act (TDA) Article 3 Grant in the amount of $113,130 to install rectangular rapid flashing beacons (RRFB) at six locations in the City. The attached resolution accepts the Metropolitan Transportation Commission (MTC) FY 2025/26 grant funds, authorizes the allocation of matching funds for Project 2045 - Walk-Smart Crosswalk Improvement Project (Project) and amends the fiscal year 2025/26 Capital Improvement Program budget by $125,700.

FISCAL IMPACT

The MTC awarded $113,130 of TDA Article 3 grant funds for installation of rectangular rapid flashing beacons. In addition, the City committed local matching funds in the amount of $12,570 to the Project using Measure J local transportation sales tax. The City's Capital Improvement Program revenue and expenditure budgets are being amended by $125,700 each. A new CIP sheet is attached.

RECOMMENDATION

City Council adopt Resolution to accept the $113,130 TDA Article 3 Grant funds and allocate the grant funds as well as $12,570 of Measure J local transportation sales tax funds as local match to the Project.

BACKGROUND

On November 5, 2024, the MTC requested applications for the Grant that provides funding to develop pedestrian and bicycle projects.

On January 30, 2025, staff submitted an application to MTC in the amount of $113,130, requesting funds to install RRFB at six (6) locations in the city.

On September 24, 2025, MTC awarded the City the Grant in the amount of $113,130.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

As part of the Pittsburg Moves Active Transportation Plan and to address the safety concerns at school crosswalks, the City has actively sought grants to enhance access to school routes. School zones are high-traffic areas for pedestrians, cyclists, and motorists. Implementing crosswalk improvements will further boost safety in these densely populated regions.

The Walk-Smart Crosswalk Improvements is a continuation of previous TDA funded projects to install RRFB at school crosswalks. Enhancing the school crosswalks will ensure that safety measures are implemented to better serve pedestrian and bicycle safety. RRFB will be installed at the following six (6) locations: Railroad Avenue at East Eighth Street, Black Diamond Street at West Ninth Street, Santa Teresa Drive at Rancho Bernardo Drive (2), San Juan Drive at Calistoga Drive, and San Juan Drive at Mariposa Drive.

ATTACHMENTS: Resolution
CIP Sheet
Attachment A – Required Findings
Attachment B – MTC Allocation Letter

Report Prepared By: Khristin Labao, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting the Transportation Development Act (TDA) Article 3 Grant and Authorizing the Allocation of Local Matching Funds

RESOLUTION NO. 25-

WHEREAS, Article 3 of the Transportation Development Act (TDA) Public Utilities Code (PUC), Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and use of pedestrian and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay Region, has adopted MTC Resolution No. 4108, entitled "Transportation Development Act, Article 3, Pedestrian Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim for each county in the San Francisco Bay Region; and

WHEREAS, the City of Pittsburg proposes to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists; and

WHEREAS, Project 2045 - Walk-Smart Crosswalk Improvement Project (Project) involves the installation of rectangular rapid flashing beacons (RRFB) at six locations in the City; and

WHEREAS, that the City of Pittsburg attests to the accuracy of and approves the statements in Attachment A to this resolution; and

WHEREAS, a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of the City of Pittsburg for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the PUC for Project 2045 – Walk-Smart Crosswalk Improvements.

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg hereby accepts the allocation of MTC TDA Article 3 Pedestrian/Bicycle project funding for the

Project and amends the fiscal year 2025/26 Capital Improvement Program Budget by $125,700 funded by $113,130 of TDA Article 3 grant funds and $12,570 of Measure J local transportation sales tax funds as local matching funds to the Project.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of December 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dionne Adams, Mayor

ATTEST BY:

_____
Alice E. Evenson, City Clerk

Project Title: **Project #:**

Walk-Smart Crosswalk Improvements 2045

Project Category:	Roadway Infrastructure
Location:	Railroad Avenue, Santa Teresa Drive, Black Diamond Street, and San Juan Drive crossings
Project Manager:	K.Labao
Project Priority:	1A – Essential
Project Status:	New
Est. Completion Date:	2026/27

Description/Justification:

This project is located at the intersections of Railroad Avenue and East 8th Street, Santa Teresa Drive and Rancho Bernando Drive, Black Diamond Street and West 9th Street, San Juan and Calistoga Drive, and San Juan and Mariposa Drive crossings. This project will install Rectangular Rapid Flashing Beacons (RRFBs) near school crossings in Pittsburg. The crosswalks are all uncontrolled at this time, and the RRFBs will improve the safety of pedestrians using the trail.

Supplemental Information:

Funding Source: TDA FY 2025/2026 Article 3 Grant

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**2029/30**	**2030/31**	**TOTAL**
1101 **Staff Time**		$ 4,000	$ 8,000					**$ 12,000**
2281 **Construction**			$ 101,700					**$ 101,700**
2372 **Administrative Overhead**		$ 4,000	$ 8,000					**$ 12,000**
TOTAL		**$ 8,000**	**$ 117,700**					**$ 125,700**
PROJECT FUNDING	**Prior**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**2029/30**	**2030/31**	**TOTAL**
Federal/State Funding		$ 113,130						**$ 113,130**
204 **Measure J**		$ 12,570						**$ 12,570**
TOTAL		**$ 125,700**						**$ 125,700**

Attachment A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2025/26 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

1. That the City of Pittsburg is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of Pittsburg legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.
2. That the City of Pittsburg has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or final design and engineering or quick build project; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic and/or Class IV separated bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of Pittsburg within the prior five fiscal years.
8. That the project(s) described in Attachment B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan, or included in an adopted comprehensive bikeway plan (such as outlined in Section 2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.) or responds to an immediate community need, such as a quick-build project.
9. That any project described in Attachment B bicycle project meets the mandatory minimum safety design criteria published in the California Highway Design Manual or is in a National Association of City and Transportation Officials (NACTO) guidance or similar best practices document.
10. That the project(s) described in Attachment B will be completed in the allocated time (fiscal year of allocation plus two additional fiscal years).
11. That the City of Pittsburg agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

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September 2025

MTC Executive Director Delegated Authority Action under MTC Resolution 3620
FY 2025-26

Staff have reviewed the attached requests and find them to be in compliance with applicable Transportation Development Act, State Transit Assistance, Bridge Toll, Feeder Bus, Regional Measure 2, Regional Measure 3, and Senate Bill 125 requirements.

Name: Luis Garcia Signed by: 8A617232B58D4B2... **Title: Program Manager**

Name: Theresa Romell DocuSigned by: Theresa Romell 9130E93A8762401 **Title: Director, Funding Policy & Programs**

Name: Alix Bockelman DocuSigned by: 9A45D856217844C... **Title: Chief Deputy Executive Director**

I approve and authorize the allocation/rescission of funds as summarized below and detailed on Attachment A.

Allocations		
Transportation Development Act	$	3,708,711
State Transit Assistance	$	2,723,626
Regional Measure 2	$	1,243,107
Regional Measure 3	$	1,567,635
State 5% Funds	$	793,322
Total Allocations	**$**	**10,036,401**

Name: **Andrew Fremier** **Title: Executive Director**

Signature: Signed by: 8584B49D6DE64E9...

Date: 10/8/2025

Docusign Envelope ID: 177509EA-142D-4EA7-A03E-DDBFA323FE37

FY 2025-26 Delegated Authority

Allocation and Rescission of Transportation Development Act, State Transit Assistance, Regional Measure 2, Regional Measure 3, Bridge Toll and Feeder Bus Funds pursuant to MTC Resolution 3620

September 2025

Transportation Development Act - Allocation (001)				**Approval**	**Apportionment/**
Claimant	**Description**	**Amount**	**Code**	**Date**	**Notes**
5800 - PUC 99233.3 Pedestrian & Bicycle Facilities - Capital					
Brentwood	Accessible Pedestrian Signal Upgrades	80,000	034	09/24/25	Contra Costa County
Clayton	Mountaire Parkway Bicycle Lanes	50,000	035	09/24/25	Contra Costa County
Concord	Court Lane and Joan Avenue Bicycle Improvements	100,000	036	09/24/25	Contra Costa County
Lafayette	Olympic Boulevard Roundabout East Leg	30,000	037	09/24/25	Contra Costa County
Moraga	Campolindo High School Safety Improvements	100,000	038	09/24/25	Contra Costa County
Pleasant Hill	Pleasant Hill Pedestrian Crossing Improvements	125,000	039	09/24/25	Contra Costa County
Pittsburg	Walk-smart Crosswalk Improvements	113,130	040	09/24/25	Contra Costa County
San Ramon	Citywide Accessible Pedestrian Signals	120,000	041	09/24/25	Contra Costa County
Walnut Creek	2025 Trail Crossing Improvements	120,000	042	09/24/25	Contra Costa County
Contra Costa County Health Services	Bicycle and Pedestrian Safety Education	50,000	043	09/24/25	Contra Costa County
	Subtotal	**888,130**			
5801 - PUC 99233.7, 99275 Community Transit Service - Operations					
WestCAT	Community Transit	166,316	044	09/24/25	WCCTA
Solano TA	Community Transit	3,630	045	09/24/25	Fairfield
Solano TA	Community Transit	100	045	09/24/25	Rio Vista
Solano TA	Community Transit	27,400	045	09/24/25	Vacaville
Solano TA	Community Transit	463,641	045	09/24/25	Solano County
Solano TA	Community Transit	50,229	045	09/24/25	Suisun City
	Subtotal	**711,316**			
5802 - PUC 99260A Transit - Operations					
WestCAT	Transit Operations	1,000,000	033	09/24/25	WCCTA
WestCAT	Transit Operations	209,265	046	09/24/25	BART - Contra Costa
	Subtotal	**1,209,265**			
5803 - PUC 99260A Transit - Capital					
WestCAT	Transit Capital	360,000	047	09/24/25	WCCTA
	Subtotal	**360,000**			
5812 - PUC 99400D Planning and Administration - Operations					
Solano TA	Planning & Admin	540,000	048	09/24/25	Solano County
	Subtotal	**540,000**			
	Total	**3,708,711**			

State Transit Assistance - Allocation (002)				**Approval**	**Apportionment/**
Claimant	**Description**	**Amount**	**Code**	**Date**	**Notes**
5820 - CCR 6730A Operations - Population-based County Block Grant					
WestCAT	Transit Operations	915,090	027	09/24/25	WestCAT
GGBHTD	Transit Operations	807,846	028	09/24/25	Golden Gate - Sonoma
	Subtotal	**1,722,936**			
5820 - CCR 6730A Operations - Population-based MTC Coordination					
MTC	TAP Accessibility Work Plan	373,999	029	09/24/25	MTC
	Subtotal	**373,999**			
5820 - CCR 6730A Operations - Population-based TAP					
MTC	Clipper BayPass Administration	5,000	030	09/24/25	TAP - Project 1: Fare Integration
	Subtotal	**5,000**			
5820 - CCR 6730A Operations - Revenue-based					
WestCAT	Transit Operations	561,691	031	09/24/25	WCCTA
	Subtotal	**561,691**			

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5822 - CCR 6731C Paratransit - Operations - Population-based County Block Grant						
Marin Transit	Paratransit Operations		60,000	032	09/24/25	Marin Transit
		Subtotal	**60,000**			
		Total	**2,723,626**			

Regional Measure 2 Funds - Allocation (006)				**Approval**	**Apportionment/**
Claimant	**Description**	**Amount**	**Code**	**Date**	**Notes**
5360 - Operations					
WestCAT	Express Bus North	211,313	014	09/24/25	Express Bus North
WestCAT	Express Bus South	780,379	015	09/24/25	Express Bus South
GGBHTD	Express Bus North	251,415	016	09/24/25	Express Bus North
	Total	**1,243,107**			

Regional Measure 3 Funds - Allocation (012)				**Approval**	**Apportionment/**
Claimant	**Description**	**Amount**	**Code**	**Date**	**Notes**
5370 - Operations					
WestCAT	Express Bus Service	610,832	005	09/24/25	WCCTA
GGBHTD	MASCOT Implementation	800,000	006	09/24/25	GGBHTD
	Subtotal	**1,410,832**			
Capital Allocations					
Marin Transit	Bus Stop Revitalization Project-Planning Phase	156,803		09/24/25	26458413
	Subtotal	**156,803**			
	Total	**1,567,635**			

5% Unrestricted State - Allocation (010)				**Approval**	**Apportionment/**
Claimant	**Description**	**Amount**	**Code**	**Date**	**Notes**
Operating Allocations					
WETA	Vessel and Facility Projects	793,322		09/24/25	26471801
	Total	**793,322**			

Allocations Grand Total **10,036,401**

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METROPOLITAN
TRANSPORTATION
COMMISSION

Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105
415.778.6700
www.mtc.ca.gov

Sue Noack, Chair
Cities of Contra Costa County

Stephanie Moulton-Peters, Vice Chair
Marin County and Cities

Margaret Abe-Koga
Santa Clara County

Eddie Ahn
San Francisco Bay Conservation and Development Commission

Candace Andersen
Contra Costa County

Marilyn Ezzy Ashcraft
Cities of Alameda County

Pat Burt
Cities of Santa Clara County

David Canepa
San Mateo County

Victoria Fleming
Sonoma County and Cities

Dorene M. Giacopini
U.S. Department of Transportation

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Oakland Mayor's Appointee

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Amber Manfree
Napa County and Cities

Mitch Mashburn
Solano County and Cities

Myrna Melgar
City and County of San Francisco

Nate Miley
Alameda County

Gina Papan
Cities of San Mateo County

Belia Ramos
Association of Bay Area Governments

Libby Schaaf
U.S. Department of Housing and Urban Development

Vacant
California State Transportation Agency

Andrew B. Fremier
Executive Director

Alix Bockelman
Chief Deputy Executive Director

Nhat Phan
Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Re: Allocation of TDA Funds in FY 2025-26

Dear Nhat Phan:

On September 24, 2025, the Metropolitan Transportation Commission (MTC) approved allocation(s) of Transportation Development Act (TDA) funds to Pittsburg for FY 2025-26 in the amount of $113,130. The purpose for which these funds are allocated is described in Attachment A to MTC's Director Delegated Authority of September 24, 2025.

MTC's approval of your TDA claim and payment by the Contra Costa County Auditor/Controller are subject to such monies being on hand and available for disbursement. Further, payment is subject to the stipulation that such monies shall be expended only for the purpose(s) specified in the MTC's Director Delegated Authority of September 24, 2025, and to the allocation instruction(s) prepared in accordance with these documents.

Enclosed are allocation instruction(s) pertaining to your TDA allocation(s), which describe the projects, terms, conditions and payment schedules for allocation(s). If funds are reserved in the Local Transportation Fund (LTF), please submit to MTC invoice(s) or document(s) showing evidence of expenses incurred in order to obtain disbursement authorization.

Please be reminded that for each year you encumber expenses, you are required to submit a fiscal audit in accordance with Section 99245 of the Public Utilities Code (PUC). The audit for FY 2025-26 is due at MTC on or before December 31.2026. Please refer to 21 Cal. Code of Regs. Sections 6664, 6666, and 6667 for a discussion of the compliance requirement and the tasks required for fulfillment of the compliance aspect of this audit.

All invoices are to be submitted to MTC Accounts Payable by August 31, 2028, in order for the funds to be drawn by September 30, 2028. Requests for capital disbursement and supporting documentation are to be emailed to: acctpay@bayareametro.gov. Invoicing procedure can be found in TDA Article 3 Policies and Procedures at mtc.ca.gov/tda3.

If you have any questions, please contact the TDA Operating Team by email at TDA@bayareametro.gov.

Very truly yours,

DocuSigned by:
Tarek Radwan
6D0275A6B9684D1...

Tarek Radwan
Assistant Director
Operational Accounting

TR/yl
cc: TDA Mailbox
Contra Costa County Auditor-Controller

Docusign Envelope ID: 177509EA-142D-4EA7-A03E-DDBFA323FE37

To: **Auditor** **Allocation Instruction #** 26001040
County: CONTRA COSTA
Date: 09/24/2025

Metropolitan Transportation Commission
ALLOCATION INSTRUCTION

Fund TDA

Fiscal Year Ending 2025-26

Claimant:

PITTSBURG, CITY OF
65 CIVIC AVE
PITTSBURG, CA 94565-3814

Total Allocation: $ 113,130.00

PUC: 99233.3, ARTICLE 3 -
PEDESTRIAN & BICYCLE FACILITIES; CAPITAL
PROJECT DESCRIPTION: WALK-SMART CROSSWALK
IMPROVEMENTS.

APPOR: TDA-ART 3-CONTRA COSTA CO-CAP 113,130.00

DISBURSEMENT AUTHORIZATION:
REIMBURSEMENT BASIS
*ALL INVOICES NEED TO BE SUBMITTED
TO MTC ACCOUNTS PAYABLE BY AUGUST
31ST, 2028 IN ORDER FOR THE FUNDS
TO BE DRAWN BY SEPTEMBER 30TH, 2028.

Terms and Conditions: Funds are reserved in the LTF for a period of year(s). Eligible costs must be incurred on or before June 30, 2028 . Funds not drawn by September 30, 2028, revert to the fund.

MTC will issue disbursement authorization upon receipt of documentation substantiating actual expenditure or financial obligation for capital allocations. Fund expended pursant to this allocation instruction must be included in PITTSBURG, CITY OF **annual certified fiscal audit as required by PUC Section 99245.**

Authorizing Signature

CITY OF PITTSBURG
SPECIAL CITY COUNCIL MEETING MINUTES

DATE: November 06, 2025

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

CITY COUNCIL/AGENCY MEMBERS

Jelani Killings, Mayor/Chair
Dionne Adams, Vice-Mayor/Chair
Angelica Lopez, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Arlene Kobata, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

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

ROLL CALL

Vice Mayor Adams was absent and excused.

PLEDGE OF ALLEGIANCE

Mayor Killings led the Pledge of Allegiance.

CLOSED SESSION

Mayor Killings called the special meeting of the City Council to order at 5:31 P.M. in the Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA for the following Closed Session items:

1. PUBLIC EMPLOYEE APPOINTMENT pursuant to Section 54957:
   City Manager

City Attorney Mooney stated there was no reportable action taken in Closed Session.

ADJOURNMENT

The Special City Council meeting was adjourned at 6:48 P.M.

Respectfully submitted,

Alice E. Evenson, City Clerk

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: November 17, 2025

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

CITY COUNCIL/AGENCY MEMBERS

Jelani Killings, Mayor/Chair
Dionne Adams, Vice-Mayor/Chair
Angelica Lopez, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Arlene Kobata, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

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

Mayor Killings called the regular meeting to order at 7:06 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA. after having convened at 5:50 P.M. for a Special Meeting for a Planning Commission Appeal and at 8:50 P.M. for the following Closed Session items:

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Pursuant to Section 54957
   City Attorney

3. CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Section 54957.6
   City Designated Representatives: Julie Mares, MRG, LLC
   Unrepresented Employee(s): City Attorney

4. CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to Section 54957.6
   City designated representatives: Maria Aliotti, Jennifer Brizel, Jordan Davis
   Employee organizations: Pittsburg Police Managers Group
   Unrepresented employees: Senior Executive Team

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Mayor Killings led the Pledge of Allegiance.

PROCLAMATIONS

5. Inspire Pittsburg – People Who Care
6. National Homeless Awareness Month

PRESENTATIONS

7. Presentation by Contra Costa Health on the Coordinated Outreach Referral, Engagement (C.O.R.E.) Program

8. Update from Contra Costa County Fire Department

CITY MANAGER REPORTS/REMARKS

Interim City Manager Aliotti gave an update on upcoming community events.

PUBLIC COMMENTS

There were no Public Comments.

COMMITTEE REPORTS

There were no Committee Reports.

CONSIDERATION

9. Adoption of a City Council Minute Order to Appoint Candidates to the Planning and Community Advisory Commissions

On Motion by Vice Mayor Adams, seconded by Member Lopez to appoint Jennifer Igram to the Planning Commission and adopted unanimously.

On motion by Member Kobata, seconded by Member Lopez to appoint Bruce Smargiasso to the Community Advisory Commission and adopted unanimously.

10. Introduce and Waive First Reading of an ordinance to Adopt by Reference the 2025 California Building Code, Residential Code, Electrical Code, Fire Code, Wildland-Urban Interface Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Existing Building Code, and Energy Code with State of California and Local Amendments

On Motion by Vice Mayor Adams, seconded by Member Lopez to Introduce and Waive First Reading of an ordinance to Adopt by Reference the 2025 California Building Code with State of California and Local Amendments and adopted unanimously

11. Introduction and Waiving of the First Reading of an Ordinance to Amend Pittsburg Municipal Code 2.04.020 to Increase City Council Salary

On Motion by Member Banales, Seconded by Vice Mayor Adams to introduce and wave the First Reading of an Ordinance to Amend Pittsburg Municipal Code 2.04.020 to Increase City Council Salary and adopted unanimously.

12. Adoption of a City Council Resolution Authorizing Execution of a Consulting Services Agreement with Sandis Civil Engineers Surveyors Planners for Design of Project 2052-Delta De Anza Multimodal Trail Safety Improvements

On Motion by Member Lopez, Seconded by Member Kobata and adopted unanimously.

13. Adoption of a City Council Resolution Appointing Darin Gale as City Manager and Authorizing the Mayor to Execute the Employment Agreement

On Motion by Member Banales, Seconded by Member Lopez and adopted unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements. Interim City Manager Aliotti asked that item #20 on the Consent calendar be pulled and brought back at a later date.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY, SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR

On Motion by Member Lopez, seconded by Member Banales to approve the Consent Calendar minus item #20 and adopted unanimously.

14. Minutes of November 03, 2025

15 Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Execute a Professional Services Agreement with Robertson-Bryan, Inc. for Energy Market Analysis Services

16. Resolution Approving the Application for and/or Execution of Grant Funds from the Ocean Protection Council Under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 Proposition 84, Prop 68, Environmental License Plate Funds, Once Through Cooling, Greenhouse Gas Reduction Fund, or General Funds

17. Adoption of a City Council Resolution Amending the Master Pay Schedule as Required by California Public Employees' Retirement System

18. Adoption of a City Council Resolution to Approve the Master Joint Use Agreement between the City of Pittsburg and Pittsburg Unified School District

19. Adoption of Two City Council Resolutions: (1) Authorizing the City Manager to Execute a Settlement Agreement with the Center for Biological Diversity; and (2) Requiring Subsequent Environmental Review under the California Environmental Quality Act for Potential Future Phases of the Pittsburg Technology Park Specific Plan

20. Adoption of a City Council Resolution Declaring Property at 1000 Center Drive (APNs: 086-100-049; 086-100-050; 086-100-051; and 086-100-052) as Exempt Surplus Lands and Authorizing an Exchange Agreement with ADS III Holdings, LLC

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Vice Mayor Adams thanked those involved in the Veterans Day celebration event held at the Senior Center.

Prior to convening in Closed Session, Mayor Killings asked if there were any public comments on closed session items. There being no one to speak, City Council convened in closed session at 8:50 P.M.

ADJOURNMENT

The meeting adjourned at 10:32 P.M. to December 1, 2025.

Respectfully submitted,

Alice E. Evenson, City Clerk

CITY OF PITTSBURG
CITY COUNCIL SPECIAL MEETING MINUTES

DATE: December 1, 2025

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

CITY COUNCIL.AGENCY MEMBERS

Jelani Killings, Mayor/Chair
Dionne Adams, Vice-Mayor/Chair
Angelica Lopez, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Arlene Kobata, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

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

Mayor Killings called the meeting to order at 6:00 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CITY MANAGER REPORTS/REMARKS

Interim City Manager Aliotti invited the community to attend the Holiday Parade and tree lighting ceremony, on Saturday, December 6, 2025. She also thanked staff for decorating City Hall for the holidays.

PUBLIC COMMENTS

There were no Public Comments.

REMARKS AND RECOGNITION OF OUTGOING MAYOR/CHAIR

1. Remarks from Outgoing Mayor/Chair

Mayor Killings recapped all the progress and accomplishments happening in the City and stated it was a privilege to serve the community.

2. Presentations/Comments for Outgoing Mayor

Dina Sanchez, representative from Senator Grayson's office, presented outgoing Mayor Killings with a certificate of Recognition.

Shanelle Scales-Preston, Contra Costa County Supervisor (District 5), commended Council for a productive year and presented outgoing Mayor Killings with a Certificate of Recognition.

CITY COUNCIL REORGANIZATION

3. Selection of Mayor/Chair

On motion by Mayor Killings, seconded by Member Kobata to appoint Dionne Adams as Mayor/Chair and carried unanimously

4. Selection of Vice-Mayor/Chair

On motion by Mayor Adams, seconded by Member Kobata to appoint Angelica Lopez as Vice-Mayor/Vice-Chair and carried unanimously.

5. Remarks from New Vice-Mayor/Chair

Vice Mayor Lopez provided comments for newly appointed Mayor Adams and noted she was grateful for the opportunity to serve the community alongside all Council Members.

6. Remarks from New Mayor/Chair

Mayor Adams thanked her family and the community for their support. She looks forward to a productive year as Mayor for the City.

Shanelle Scales-Preston, Contra Costa County Supervisor (District 5), provided comments to incoming Mayor Adams and incoming Vice Mayor Lopez. She presented incoming Mayor Adams with a Certificate of Recognition.

Merl Craft, Pittsburg congratulated Mayor Adams and Vice Mayor Lopez.

7. Presentations/Comments

Council Members Killings, Banales and Kobata provided comments for Mayor Adams and Vice Mayor Lopez.

Vice Mayor Lopez provided comments for Mayor Adams.

Mayor Adams provided comments for Vice Mayor Lopez.

ADJOURNMENT

The City Council adjourned at 6:42 P.M. to December 15, 2025.

Respectfully submitted,

Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Receive and File the Treasurer's Report for the Quarter Ending September 30, 2025

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

An Investment Summary Report is provided to the City Council for review for each fiscal quarter. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City and Agency's Investment Policies. This Treasurer's Report is for fiscal quarter ending September 30, 2025.

FISCAL IMPACT

The City's expenditure requirements for the next six months are covered by anticipated revenues from City operations and liquidity from maturing investments. The difference between market value and cost as of September 30, 2025 will be reflected in the City's financial statements for Fiscal Year 2025-26 as an adjustment to interest income for each of the City's funds on a pro rata basis as required by Governmental Accounting Standards Board Statement Number 31. Market values change on a daily basis. The change in market value is considered temporary in nature, as the City mostly holds its investments until maturity, when they can be redeemed at par value.

RECOMMENDATION

City Council accept the Treasurer's Report for the quarter ending September 30, 2025 for information purposes only.

BACKGROUND

Each fiscal quarter, an Investment Summary Report is required to be provided, by policy, to the City Council for review.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The City's objectives, in order of priority, are to provide safety, ensure the preservation of capital, provide sufficient liquidity for cash needs, and earn a competitive rate of return (yield) within the confines of the California Government Code and the Investment Policy. Chandler Asset Management is responsible for managing investments in accordance with the City's investment policy. All portfolio holdings were held with investment grade securities.

The advisor-managed funds are comprised of operating funds managed in a Core Portfolio account, as well as several Non-Successor Agency bond-related funds. The City's advisor works to achieve the City's objectives by investing in high-quality fixed-income securities consistent with the City's investment policy and California Government Code.

The Core Portfolio represents the City's cash reserves. Its return objective is to enhance both interest income and principal value as measured by total return. Total return reflects the value added to the portfolio for a period of time from interest income, realized gains and losses, as well as unrealized gains and losses. The portfolio's total return for the quarter was 1.31%, comparing to the City performance benchmark of 1.22%, the Intercontinental Exchange Bank of America Merrill Lynch (ICE BAML) 1-12 Year U.S. Treasury/Agency Index. Since inception (7/31/2018), the portfolio's total return through quarter end is 2.53%, which slightly overperformed the benchmark return of 2.23% for the same period. Total returns for the quarter and since inception reflect fluctuations in market value.

Summary Cash and Investments as of 09/30/2025		
Investments and Cash	Original Cost	Market Value
Investments		
Portfolio of Securities (Managed by Chandler)	105,992,356.14	107,548,018.95
Bond Managed Reserve (Chandler)	1,406,040.32	1,406,040.32
Section 115 Pension Trust (PARS)	4,717,143.94	5,038,840.62
LAIF	22,427,473.09	22,470,748.72
Total Investments	134,543,013.49	136,463,648.61
City Managed		
Cash	6,935,691.51	6,935,691.51
Bond Funds - Restricted Reserve	55,955,607.25	55,964,761.08
Total City Cash	62,891,298.76	62,900,452.59
Total Cash and Investments	197,434,312.25	199,364,101.21

Sector Allocation					
Security Type	**Par Value**	**Original Cost**	**Market Value**	**Average Maturity**	**Average Yield**
Operating Funds					
Cash Equivalents	6,988,809.74	6,988,809.74	6,988,809.74	1	N/A
Money Market Funds	16,784,271.63	16,784,271.63	16,784,271.63	1	3.71%
Investment Pools	22,427,473.09	22,427,473.09	22,470,748.72	1	N/A
Total Liquidity	**46,200,554.46**	**46,200,554.46**	**46,243,830.09**	**1**	3.71%
U.S. Treasury Notes	36,750,000.00	35,638,962.90	36,362,683.72	631	4.03%
Federal Agency Securities	15,865,000.00	15,894,589.90	16,050,428.73	613	4.36%
Medium-Term Corporate Notes	19,060,000.00	18,828,977.80	19,168,102.84	701	4.64%
Asset-Backed Securities	6,267,675.26	6,263,653.06	6,330,486.24	1015	5.16%
Commercial Paper	3,000,000.00	2,902,479.99	2,988,197.00	33	4.51%
Supranationals	2,120,000.00	2,115,642.70	2,127,003.05	533	4.26%
Collateralized Mortgage Obligations	7,760,211.03	7,510,659.93	7,683,727.51	723	4.17%
Total Securities	**90,822,886.29**	**89,154,966.28**	**90,710,629.09**	**655**	**4.33%**
Total Operating Funds	**137,023,440.75**	**135,355,520.74**	**136,954,459.18**	**434**	**3.32%**
Bonded Debt Funds					
Pittsburg Pension Bond	159,715.44	159,715.44	159,715.44	1	3.97%
Pittsburg AD Auto Mall	378,189.12	378,189.12	378,189.12	1	3.97%
Pittsburg AD Vista DM	868,135.76	868,135.76	868,135.76	1	3.97%
Additional Bonded Debt Funds	55,955,607.25	55,955,607.25	55,964,761.08	N/A	N/A
Total Bonded Debt Funds	**57,361,647.57**	57,361,647.57	57,370,801.40	1	3.97%
Section 115 Trust					
Equity Mutual Fund	4,717,143.94	4,717,143.94	5,038,840.62		
Total Section 115 Trust Funds	**4,717,143.94**	**4,717,143.94**	**5,038,840.62**	**N/A**	**N/A**
Total City Funds	**199,102,232.26**	**197,434,312.25**	**199,364,101.20**		

Governmental Accounting Standards Board Statement 31 requires the City to recognize the fair market value of its investments at the end of each fiscal year. The market values of investments included in this report were obtained from the State Controller's office for Local Agency Investment Funds (LAIF) and from the City's registered investment advisor and bond trustees for longer-term investments.

Attached is the Chandler Asset Management (CAM) Investment Report detailing an economic update, account profile, and investment activity for the quarter ending September 30, 2025.

Attachments: Letter from City Treasurer
Investment Report by Chandler Asset Management

Report Prepared By: Christina Nguyen, Accountant II

City of Pittsburg
Finance Division
65 Civic Avenue
Pittsburg, California 94565

November 10, 2025

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg Treasurer's Report for the quarter ending September 30, 2025, and find that it complies with the Investment Policy established by my office.

Sincerely,

Nancy Parent
City Treasurer

INVESTMENT REPORT

City of Pittsburg | As of September 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

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ECONOMIC UPDATE

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CONSOLIDATED INFORMATION

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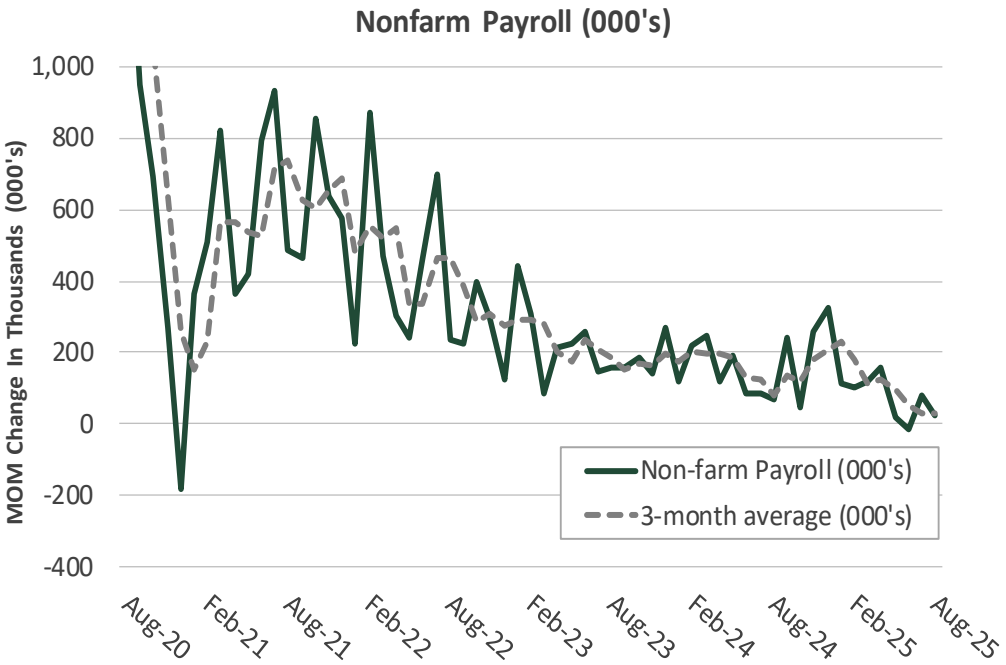
CHANDLER ASSET MANAGEMENT

ECONOMIC UPDATE

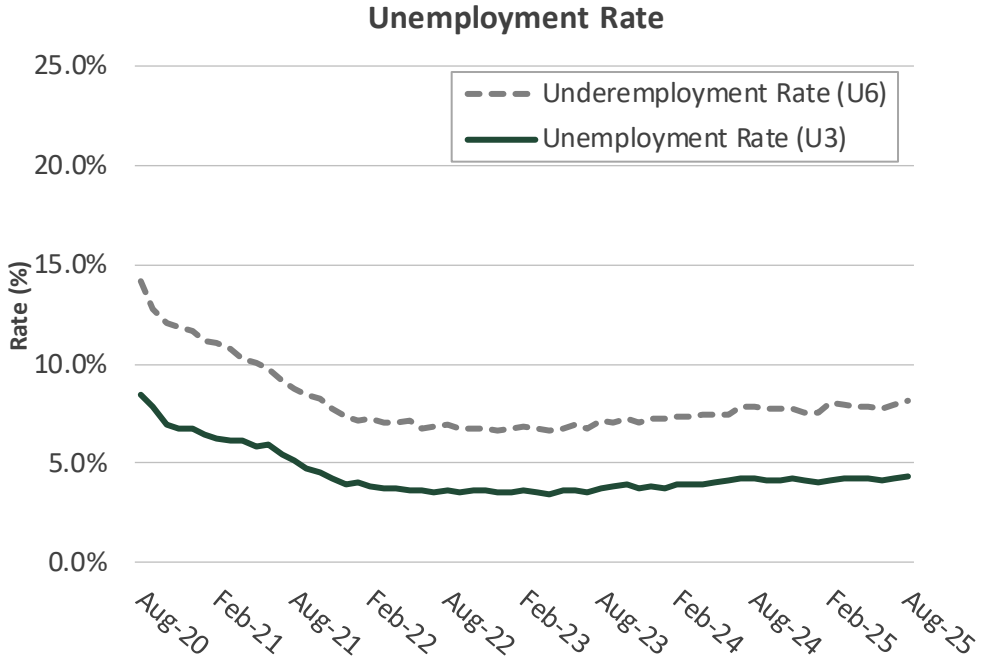
- The Federal Government shutdown that began on October 1st has halted the release of key economic data as agencies remain closed. At the same time, heightened trade policy uncertainty has added to market volatility. Core levels of inflation remain above the Federal Reserve's target, while tariffs continue to cloud forecasts. Signs of a softer labor market are emerging, prompting expectations that the Fed will move cautiously toward policy normalization. Given the economic outlook, we expect gradual normalization of monetary policy and a steepening yield curve.

- The Federal Reserve lowered the Federal Funds Rate a quarter percentage point to the range of 4.00 – 4.25% upon conclusion of the September Federal Open Market Committee meeting. The move was telegraphed by the Fed and in line with market expectations. Stephen Miran was the only opposing vote in the 11-1 decision as Governor Miran called for a larger 50 basis point rate cut. Chair Powell said concerns over signs of a softening labor market prompted the policy shift. Policymakers also updated their economic forecasts penciling in two additional quarter-point cuts through year-end.

- The US Treasury yield curve flattened in September, as the 2-year Treasury yield declined 13 basis points to 3.57%, the 5-year Treasury also down 13 basis points to 3.66%, and the 10-year Treasury yield declined 14 basis points to 4.12%. The spread between the 2-year and 10-year Treasury yield points on the curve decreased to +54 basis points at September month-end versus +61 basis points at August month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was +14 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +21 basis points in September versus +8 basis points in August.

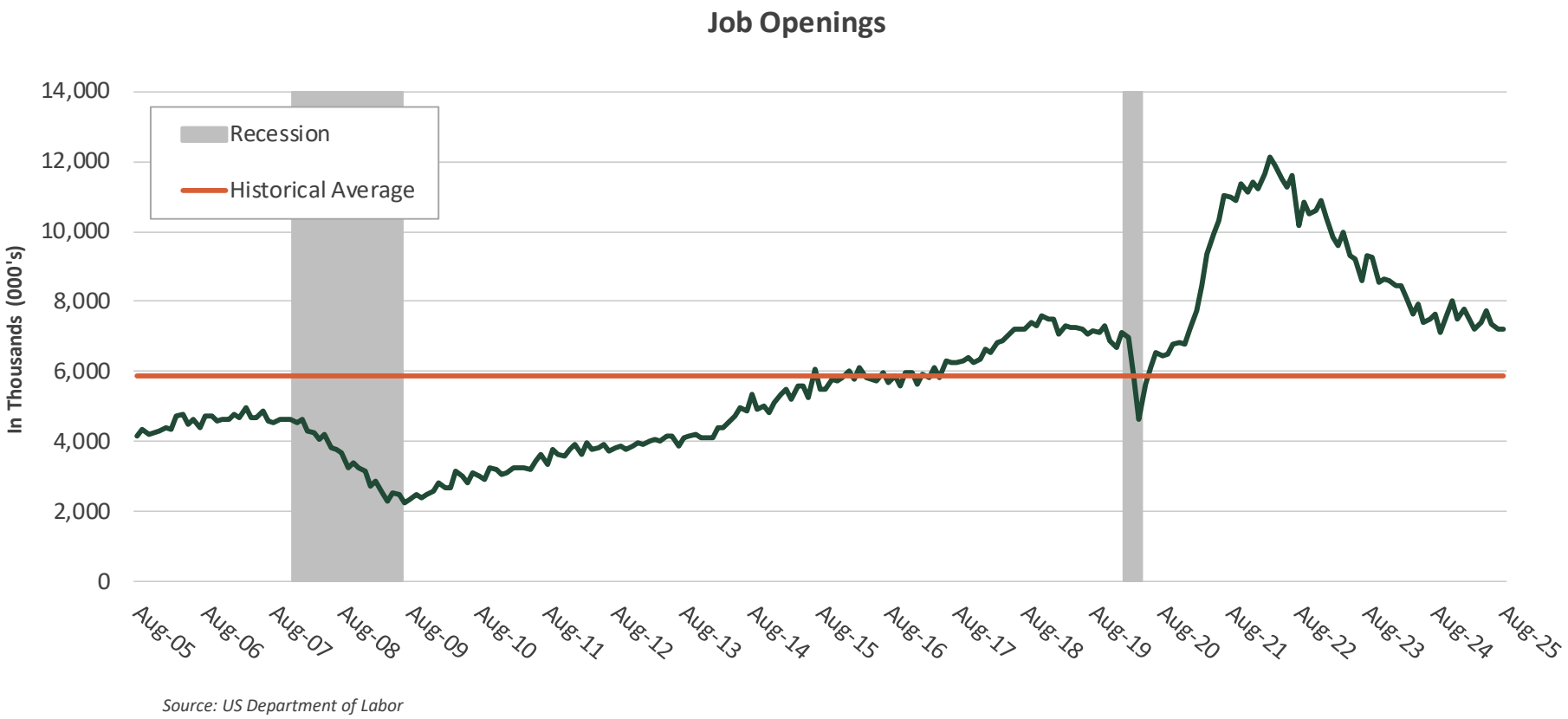


Source: US Department of Labor



Source: US Department of Labor

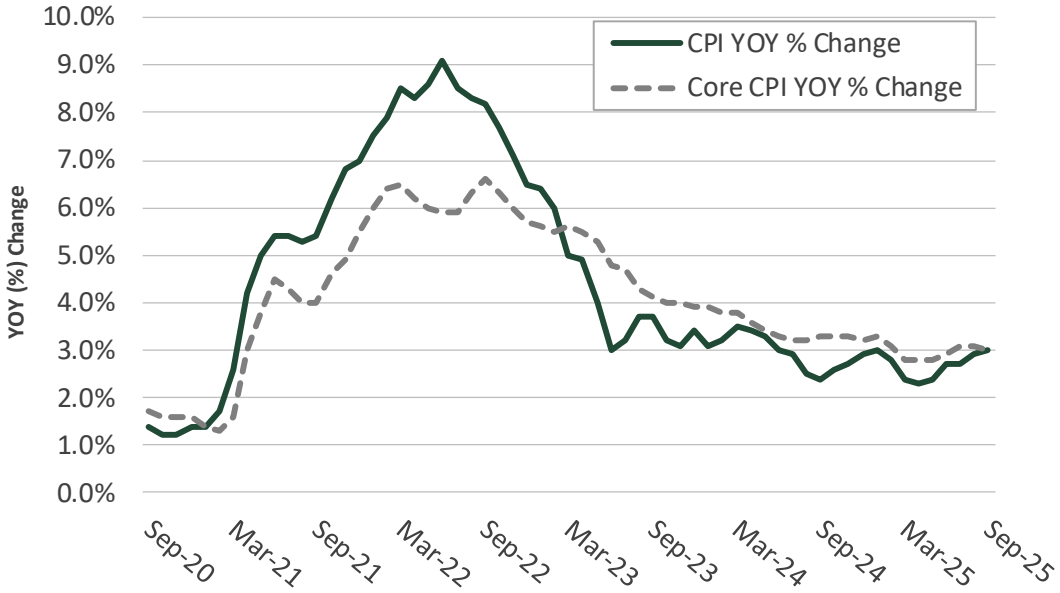
The U.S. economy added just 22,000 jobs in August, falling short of consensus expectations and punctuating the softening trend in the labor market. The three-month moving average and six-month moving average payrolls totaled 29,000 and 64,000 respectively. The unemployment rate rose to 4.3% in August from 4.2% in July. The labor participation rate inched up to 62.3%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons jumped to 8.1% in August from 7.9% in July. Average hourly earnings fell to 3.7% year-over-year from 3.9% last month.



Source: US Department of Labor

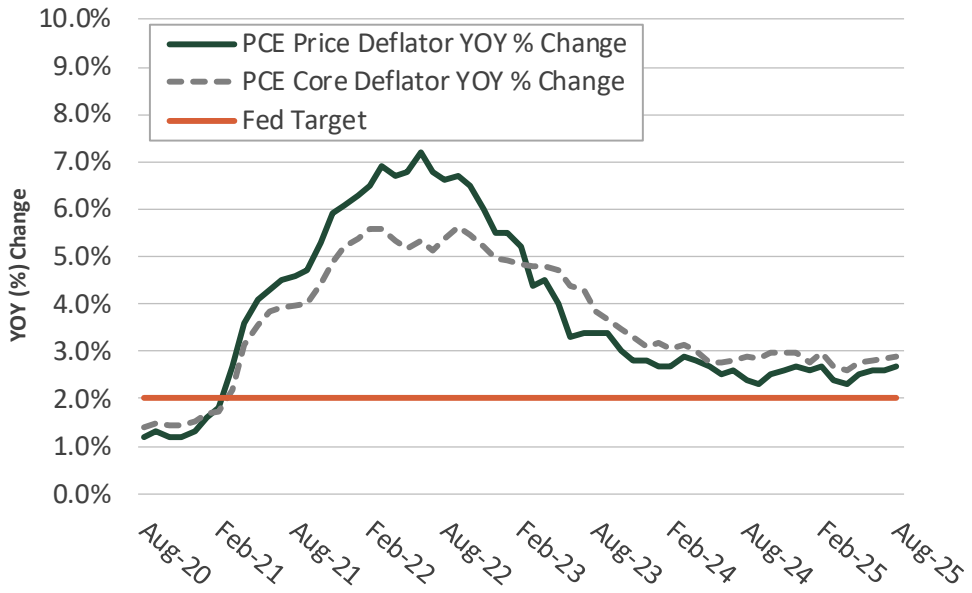
The Labor Department's Job Openings and Labor Turnover Survey (JOLTS) showed a modest increase to 7.227 million new job openings in August from 7.2 million in July. The quits rate and layoffs remained relatively stable. Job openings indicate a ratio of approximately 1 job for each unemployed individual, representing a relatively balanced labor market.

Consumer Price Index (CPI)



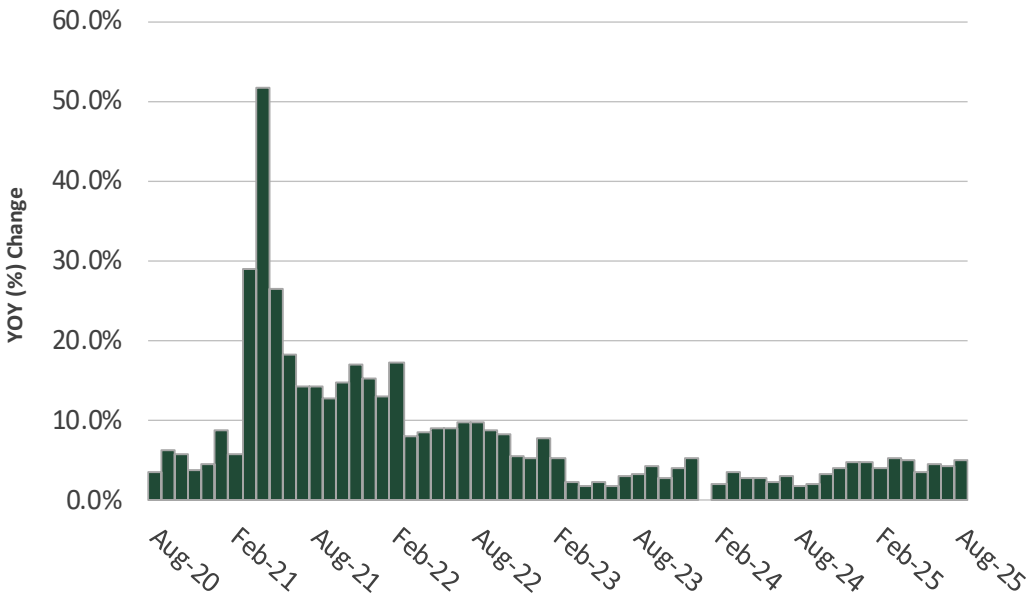
Source: US Department of Labor

Personal Consumption Expenditures (PCE)

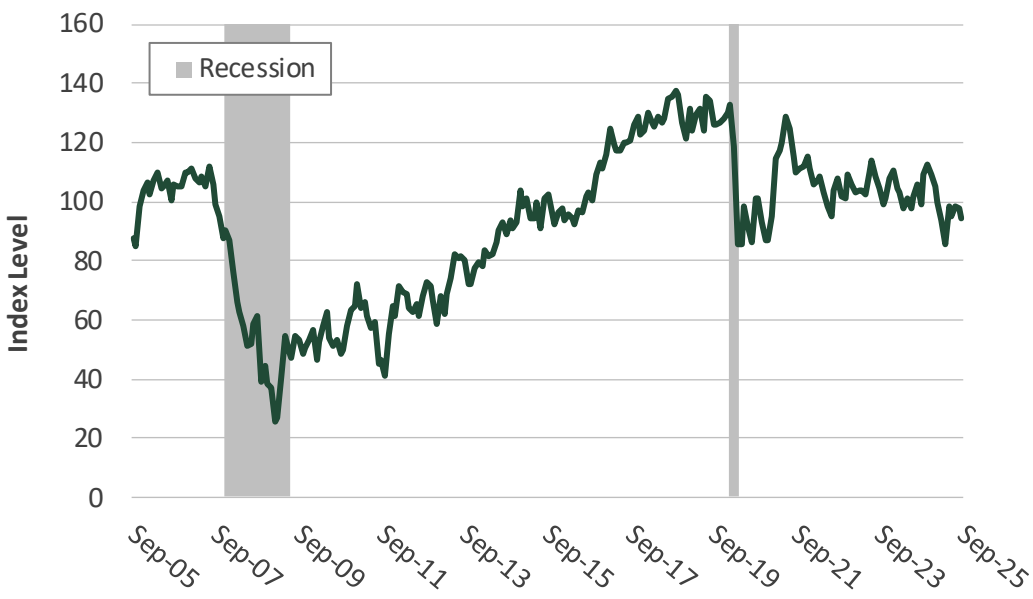


Source: US Department of Commerce

Despite the Federal Government shutdown, the Bureau of Labor Statistics released the Consumer Price Index (CPI) data for September on October 24th. Both headline and core measures came in below estimates. Headline CPI edged up 0.3% from August and 3.0% on an annual basis, while core CPI was up 0.2% from the prior month and 3.0% on an annual basis. The release was essential as third-quarter CPI data is used by the Social Security Administration to calculate the annual COLA, i.e. the cost-of-living adjustment. Other US Government data releases continue to be impacted by the shutdown.

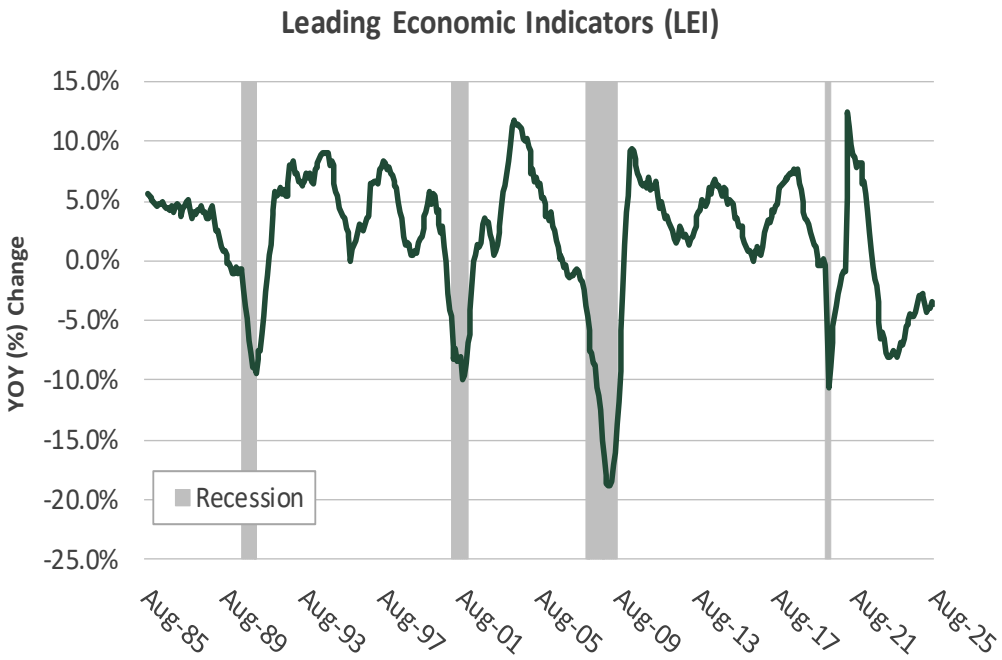


Source: US Department of Commerce

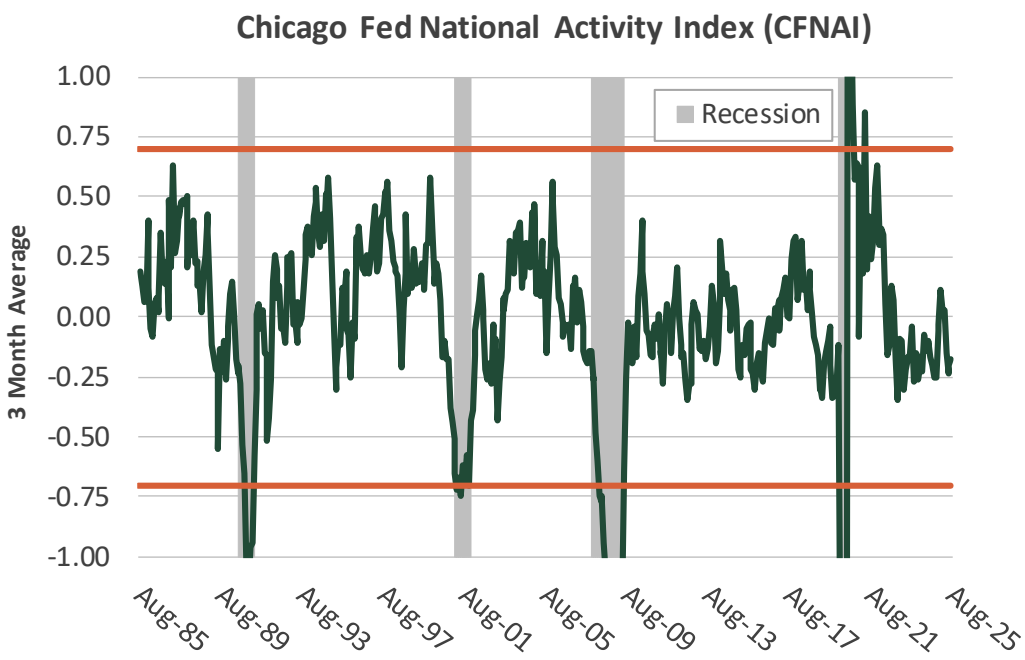


Source: The Conference Board
All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

Advance Retail Sales showed continued strength jumping 0.6% in August as July data was also revised up to 0.6% month-over-month. The increase elevated retail sales to 5.0% on an annual basis after jumping 4.1% year-over-year in July. Back-to-school shopping was a likely catalyst as online shopping, clothing, and sporting goods saw some of the largest increases. Control group sales, which feed into GDP, also jumped 0.74% in August from the prior month. The Conference Board's Consumer Confidence Index fell to 94.2 in September from a revised 97.8 in August, marking the lowest level since April 2025. Measures of current conditions and future expectations fell, signaling weaker sentiment toward employment and income. Consumers have remained resilient, but rising debt burdens, higher delinquency rates, lingering inflation worries, and emerging signs of labor market cooling could weigh on future spending.

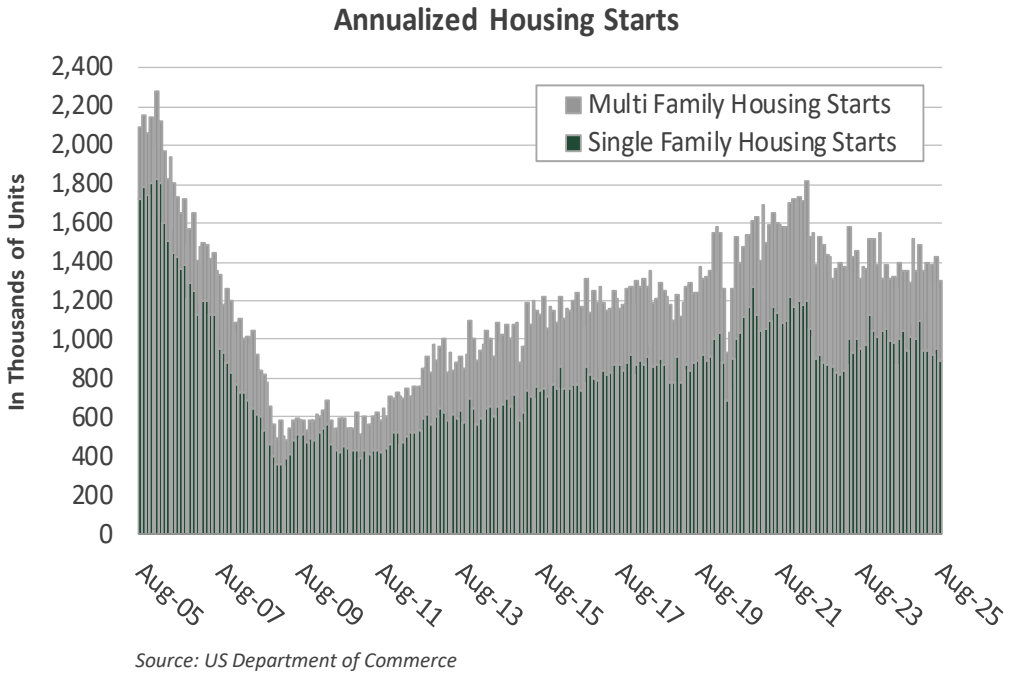


Source: The Conference Board

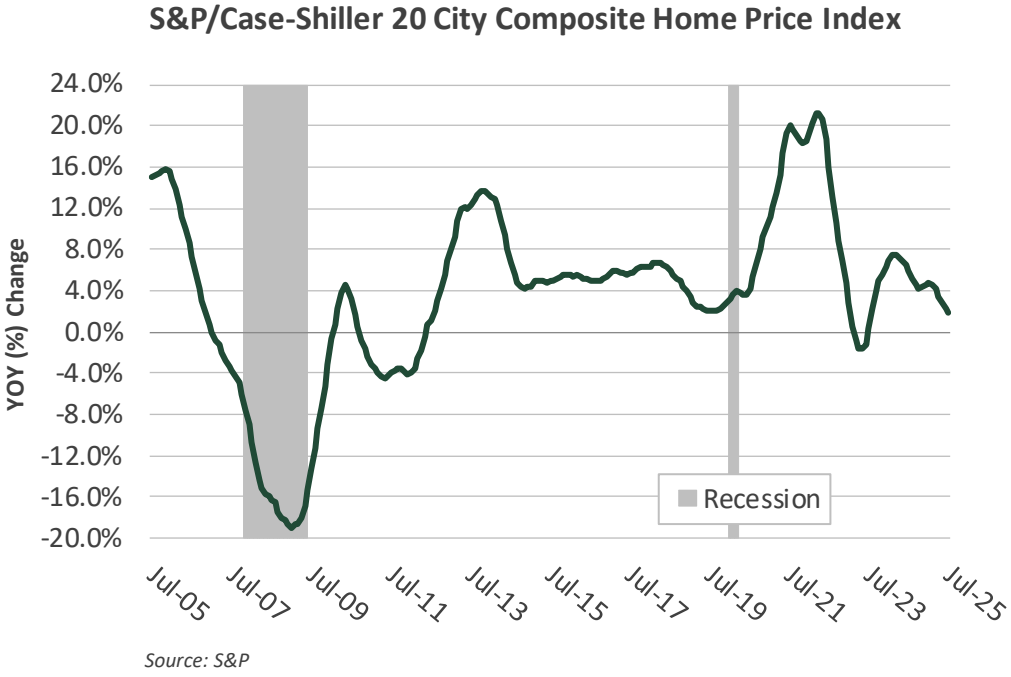


Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) fell by 0.5% in August, following a 0.1% increase in July. The LEI decreased by 3.6% year-over-year. The Conference Board is expecting economic growth to slow in the second half of 2025 due to consumer pessimism, soft manufacturing new orders, and negative impacts from tariffs. The Chicago Fed National Activity Index (CFNAI) came in at -0.12% in August after a downwardly revised -0.28 in July, indicating that economic momentum remained below its historical trend for the fifth consecutive month. The three-month moving average shows a similar trend at -0.18 in August from -0.20 in the prior month signaling ongoing below-trend growth in national economic activity.

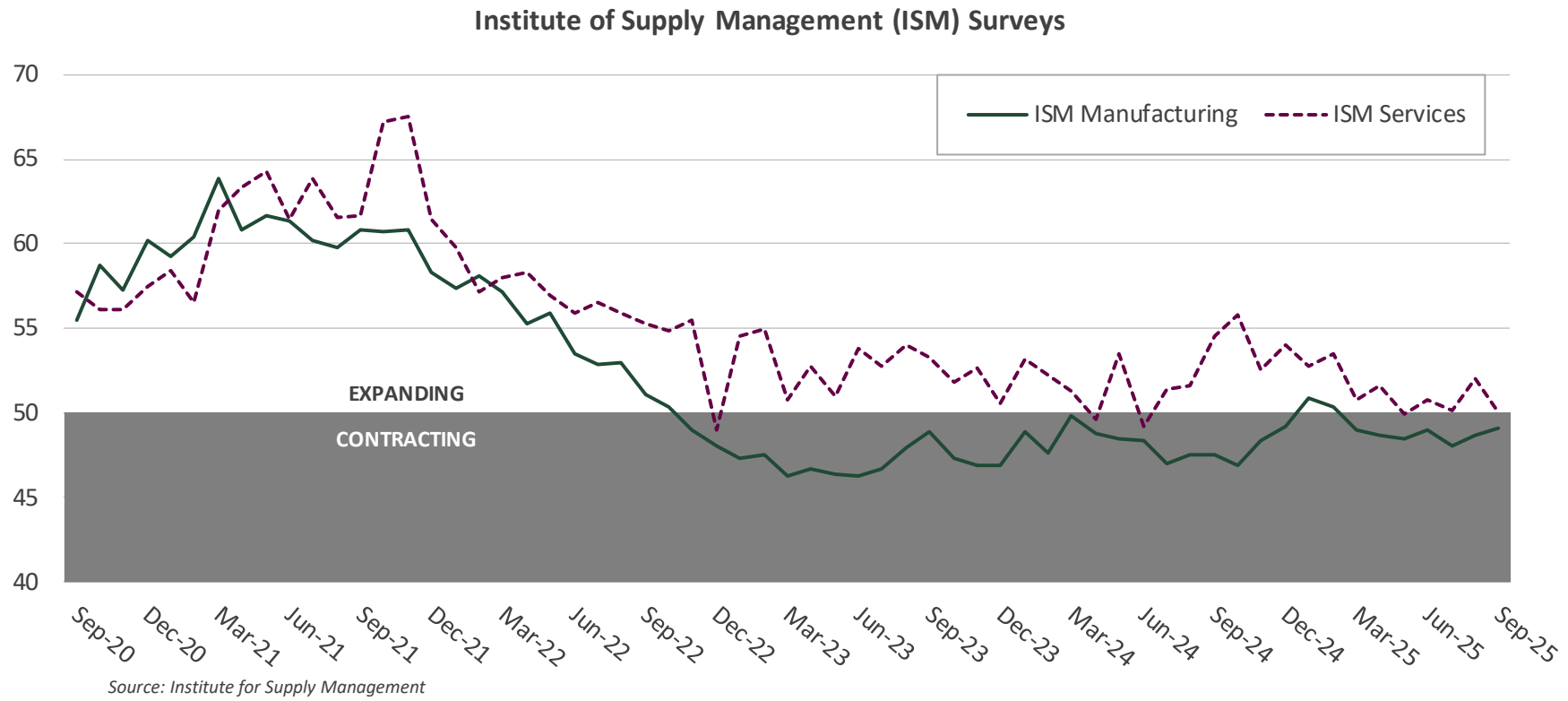


Source: US Department of Commerce



Source: S&P

Housing starts dropped 8.5% in August to 1.307 million units, marking a pullback amid elevated inventory levels and a softening labor market. Single-family starts fell 7.0% in August to 890,000 units, hitting their lowest level since July 2024. The S&P Cotality Case Shiller 20-City Home Price Index recorded a 0.07% month-over-month decline in July, marking the fifth consecutive month of losses, while still posting a modest year-over-year gain of 1.8%. Persistently high asking prices and elevated mortgage rates have continued to challenge affordability, contributing to the recent cooling across the housing market. However, the Freddie Mac 30-year fixed mortgage rate continued recent declines to 6.3% as of September.

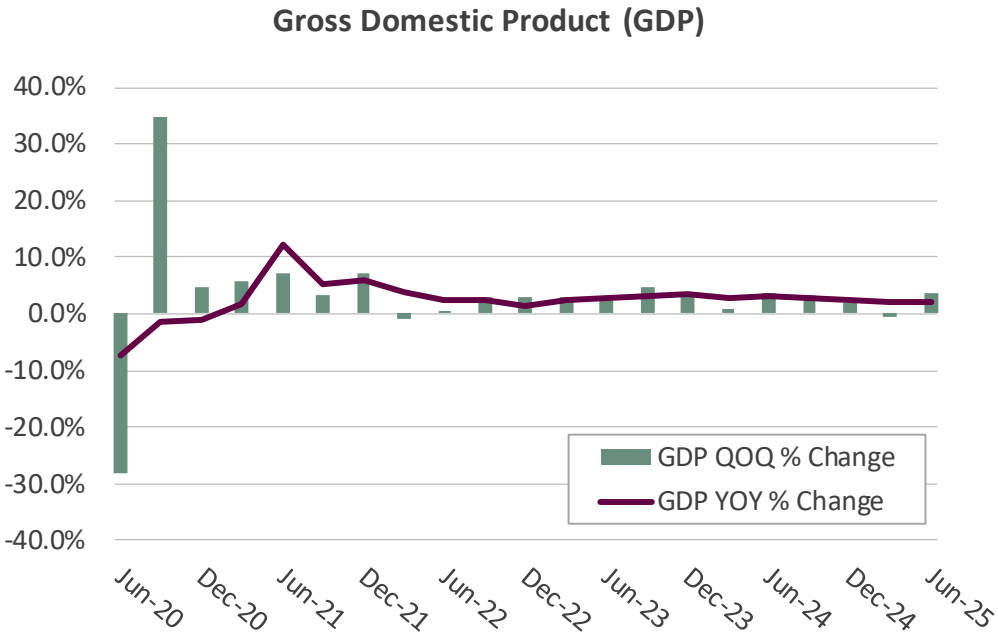


Source: Institute for Supply Management

Manufacturing activity contracted at a slightly slower rate as the Institute for Supply Management (ISM) Manufacturing Index edged up to 49.1 in September, from 48.7 in August yet remaining below the expansion threshold, signaling the seventh consecutive month of contraction in the manufacturing sector. Production growth factored into the gain, although drops in new orders and inventories offset the increase. The ISM Services Index fell to 50.0 in September from 52.0 in August, which is the breakeven point between expansion and contraction. The 2.0-point decline generally indicated moderate to weak growth, with only isolated reports of supplier delivery delays. Employment remained in contraction territory, reflecting delayed hiring plans and ongoing challenges in finding qualified workers.

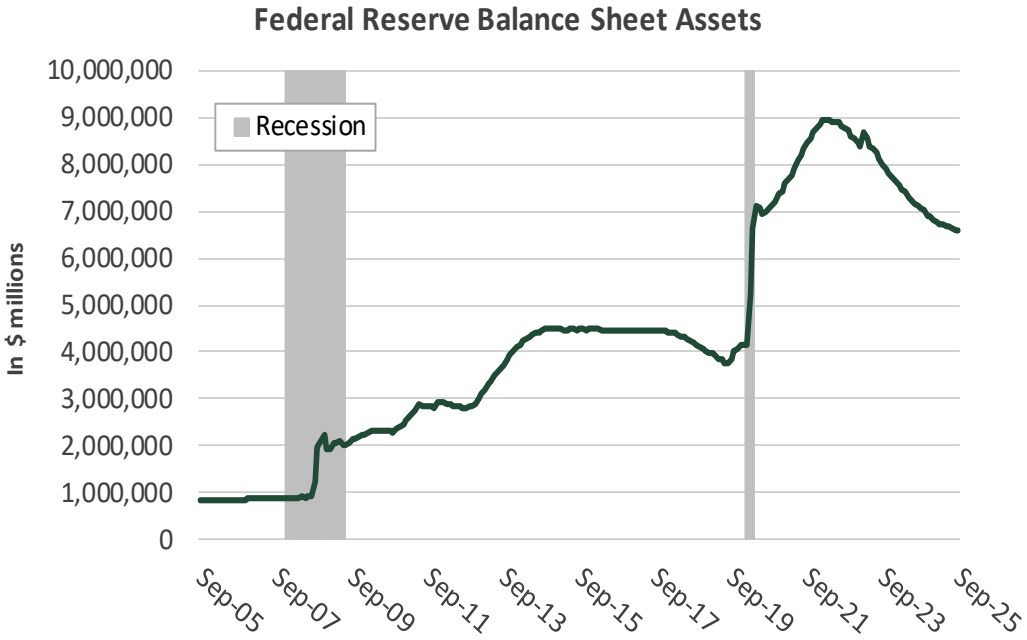
Components of GDP	9/24	12/24	3/25	6/25
Personal Consumption Expenditures	2.7%	2.6%	0.4%	1.7%
Gross Private Domestic Investment	0.2%	-1.3%	3.8%	-2.7%
Net Exports and Imports	-0.4%	-0.1%	-4.7%	4.8%
Federal Government Expenditures	0.5%	0.3%	-0.4%	-0.4%
State and Local (Consumption and Gross Investment)	0.4%	0.3%	0.2%	0.3%
Total	**3.4%**	**1.9%**	**-0.6%**	**3.8%**

Source: US Department of Commerce

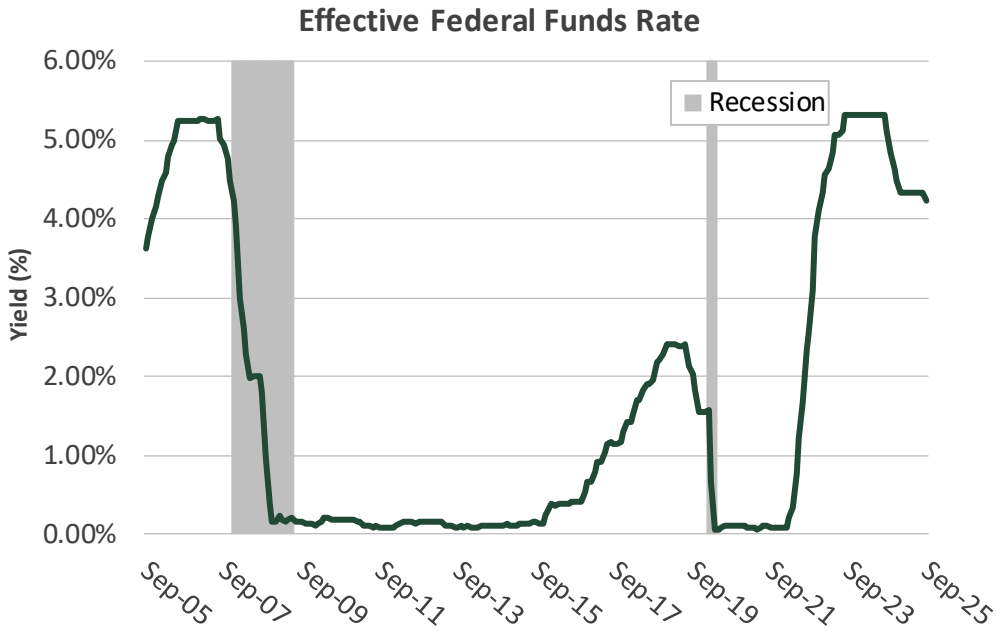


Source: US Department of Commerce

In a sharp rebound from the first quarter, real GDP increased at an annualized rate of 3.8% in the second quarter of 2025 according to the final data revision from the Bureau of Economic Analysis. The increase in real GDP in the second quarter was driven by the drop in imports following the significant rise in the first quarter in anticipation of higher tariffs and an increase in consumer spending. The consensus projection calls for 1.7% growth for the third quarter and 1.8% for the full year 2025.

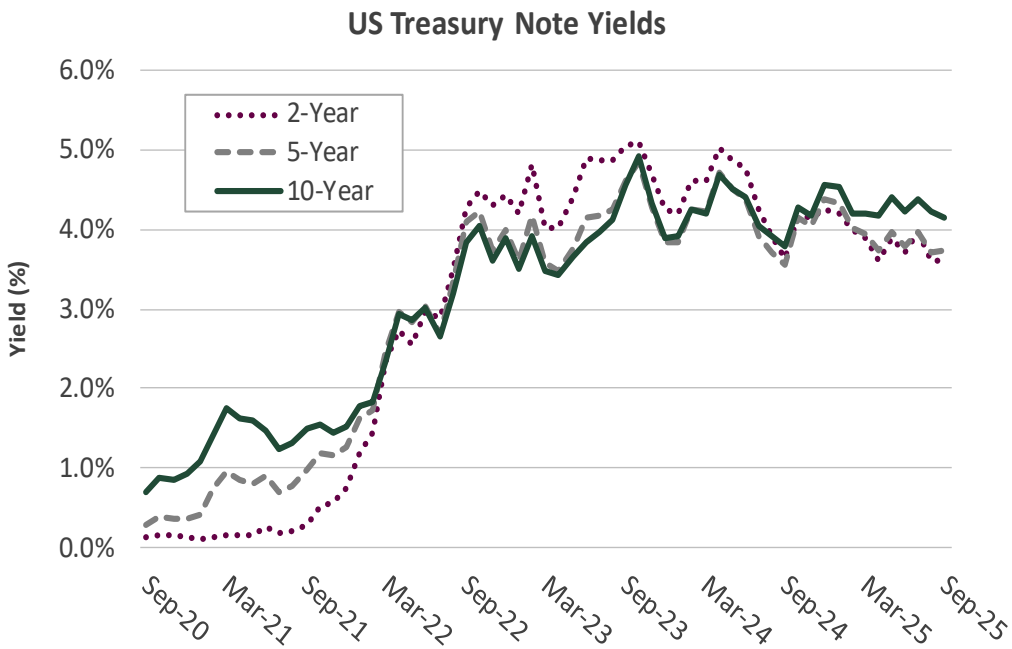


Source: Federal Reserve

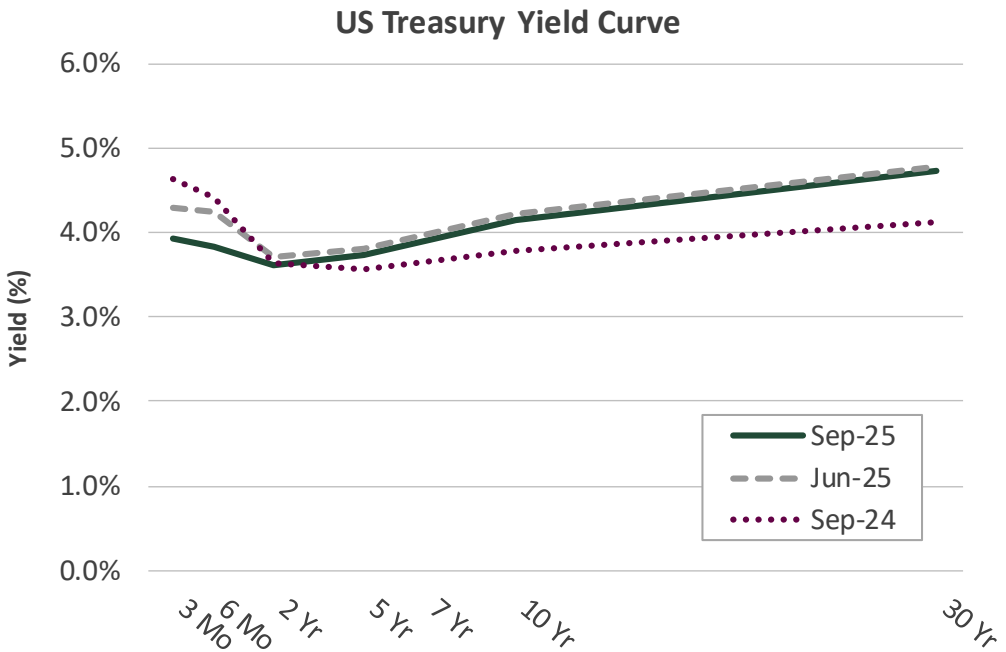


Source: Bloomberg

The Federal Reserve lowered its benchmark interest rate by a quarter point to a range of 4.00% to 4.25% at its September meeting, as officials responded to mounting signs of labor market weakness. Chair Jerome Powell said the move was aimed at cushioning the slowdown while keeping policy restrictive enough to fight lingering inflation. The Fed kept its balance-sheet runoff unchanged, maintaining a $5 billion monthly cap on Treasuries and $35 billion on agency and mortgage-backed securities. Since launching its Quantitative Tightening campaign in June 2022, the Fed has reduced its securities holdings by about $2.35 trillion, bringing the total down to roughly $6.6 trillion.



Source: Bloomberg



Source: Bloomberg

At the end of September, the 2-year Treasury yield was 5 basis points lower, and the 10-Year Treasury yield was 40 basis points higher, year-over-year. The spread between the 2-year and 10-year Treasury yield points on the curve decreased to +54 basis points at September month-end versus +61 basis points at August month-end. The prior 2-year/10-year yield curve inversion, which spanned from July 2022 to August 2024, was historically long. The average historical spread (since 2005) is about +99 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +21 basis points in September versus +8 basis points in August.

CHANDLER ASSET MANAGEMENT

ACCOUNT PROFILE

Investment Objectives

The investment objectives for the City of Pittsburg, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs and a market rate of return consistent with the investment program.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the City's investment policy and California Government Code.

PORTFOLIO CHARACTERISTICS

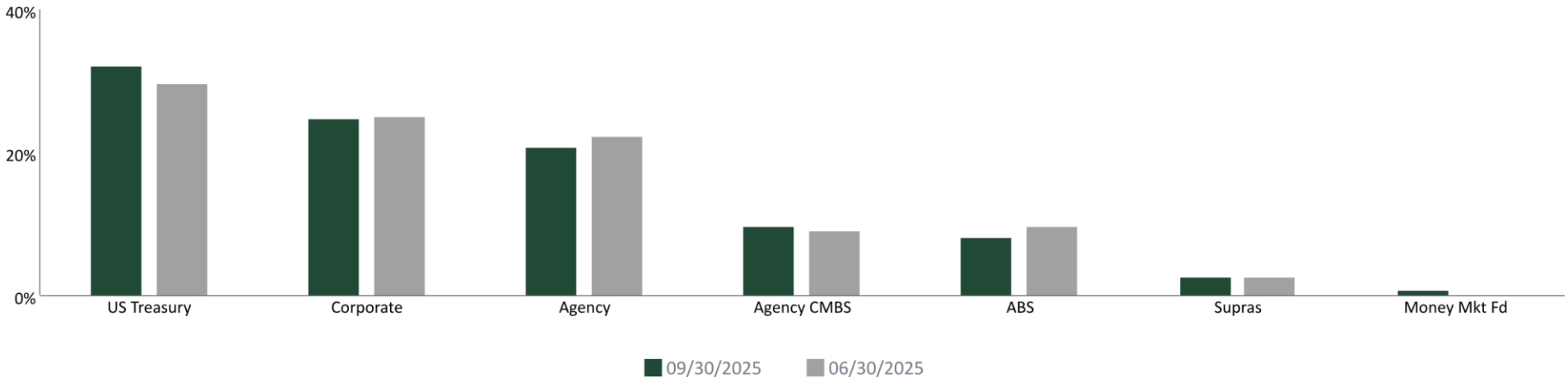
City of Pittsburg | Account #10607 | As of September 30, 2025

	Benchmark*	9/30/2025 Portfolio	6/30/2025 Portfolio
Average Maturity (yrs)	1.85	2.09	2.09
Average Modified Duration	1.76	1.79	1.78
Average Purchase Yield		4.31%	4.31%
Average Market Yield	3.65%	3.83%	4.03%
Average Quality**	AA+	AA+	AA+
Total Market Value		77,472,818	76,540,755

*Benchmark: ICE BofA 1-3 Year US Treasury & Agency Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Pittsburg | Account #10607 | As of September 30, 2025



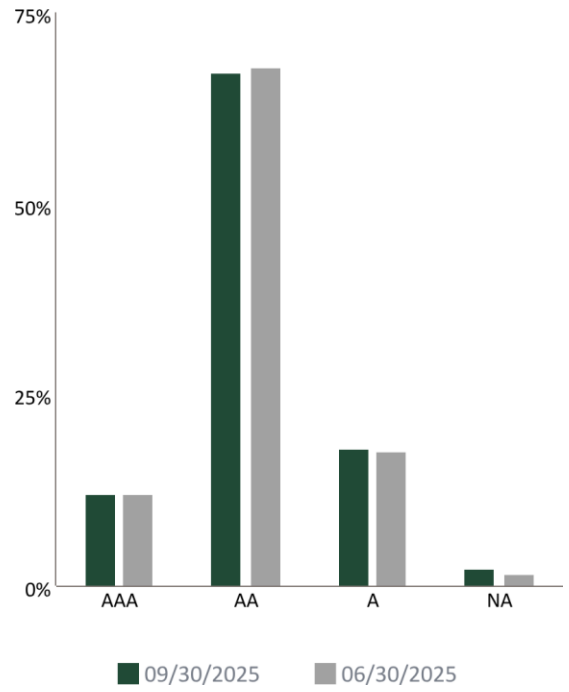
Sector as a Percentage of Market Value

Sector	09/30/2025	06/30/2025
US Treasury	32.39%	29.73%
Corporate	24.94%	25.35%
Agency	20.88%	22.43%
Agency CMBS	10.00%	9.33%
ABS	8.24%	9.99%
Supras	2.77%	2.80%
Money Mkt Fd	0.79%	0.36%

QUALITY DISTRIBUTION

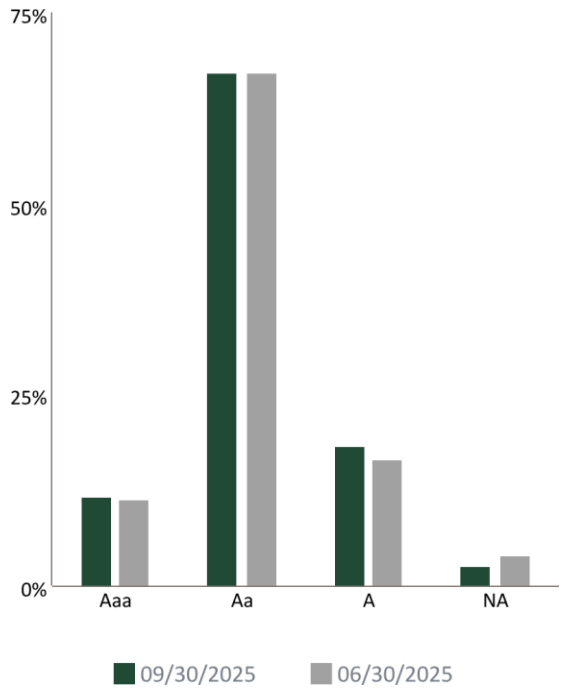
City of Pittsburg | Account #10607 | As of September 30, 2025

S&P Rating



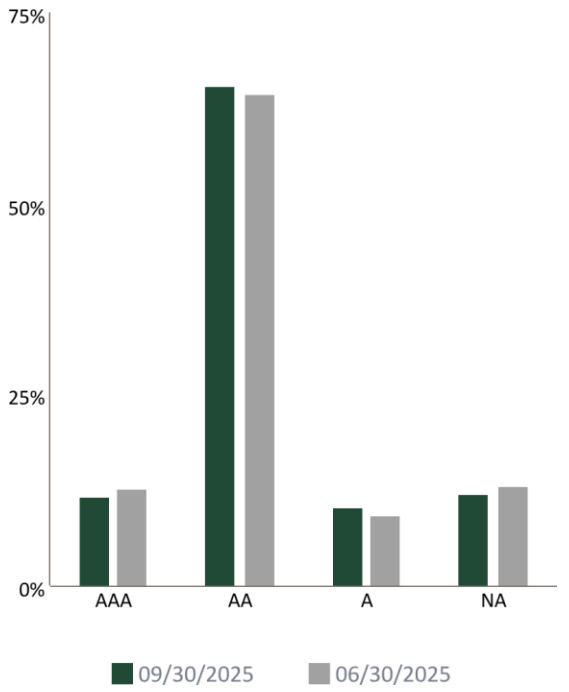
Rating	09/30/2025	06/30/2025
AAA	12.24%	12.19%
AA	67.36%	68.09%
A	18.04%	17.87%
NA	2.36%	1.85%

Moody's Rating



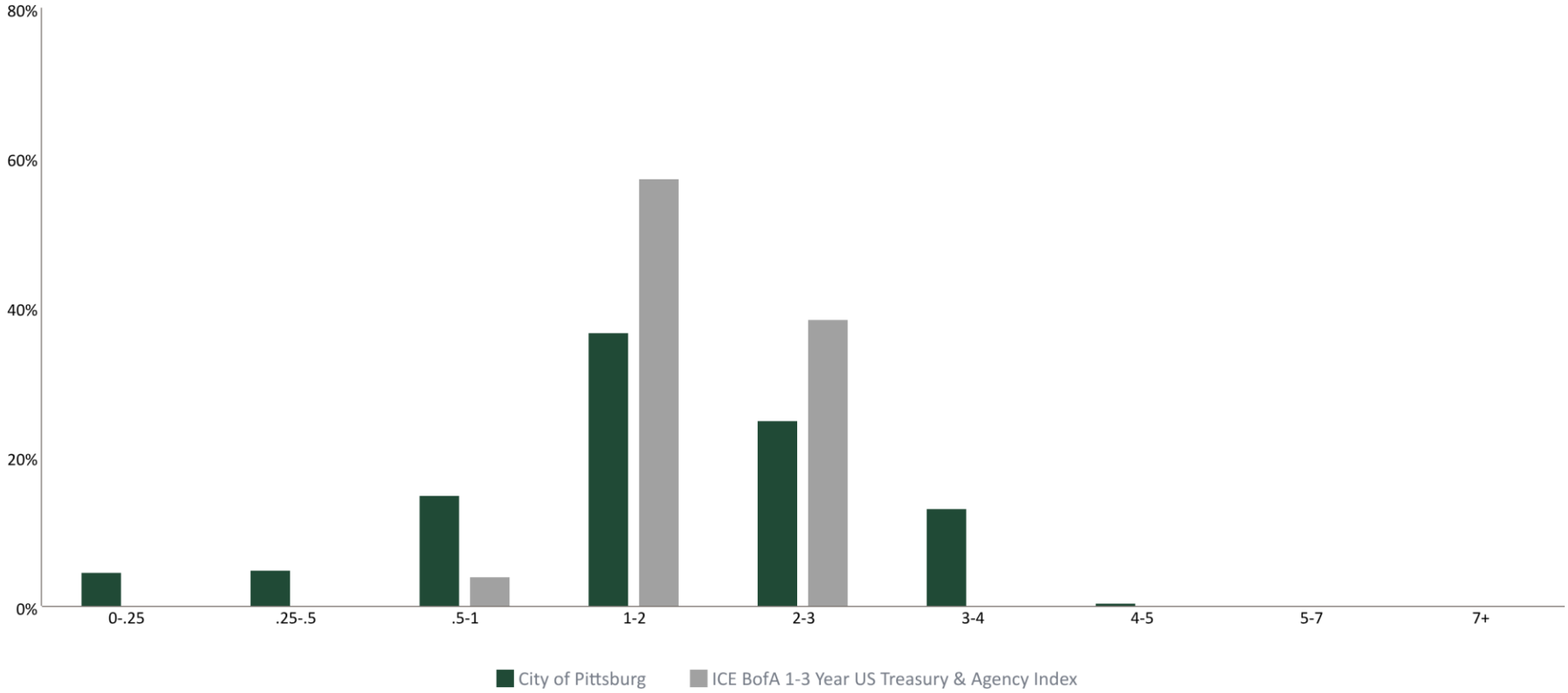
Rating	09/30/2025	06/30/2025
Aaa	11.70%	11.65%
Aa	67.35%	67.46%
A	18.33%	16.86%
NA	2.62%	4.02%

Fitch Rating



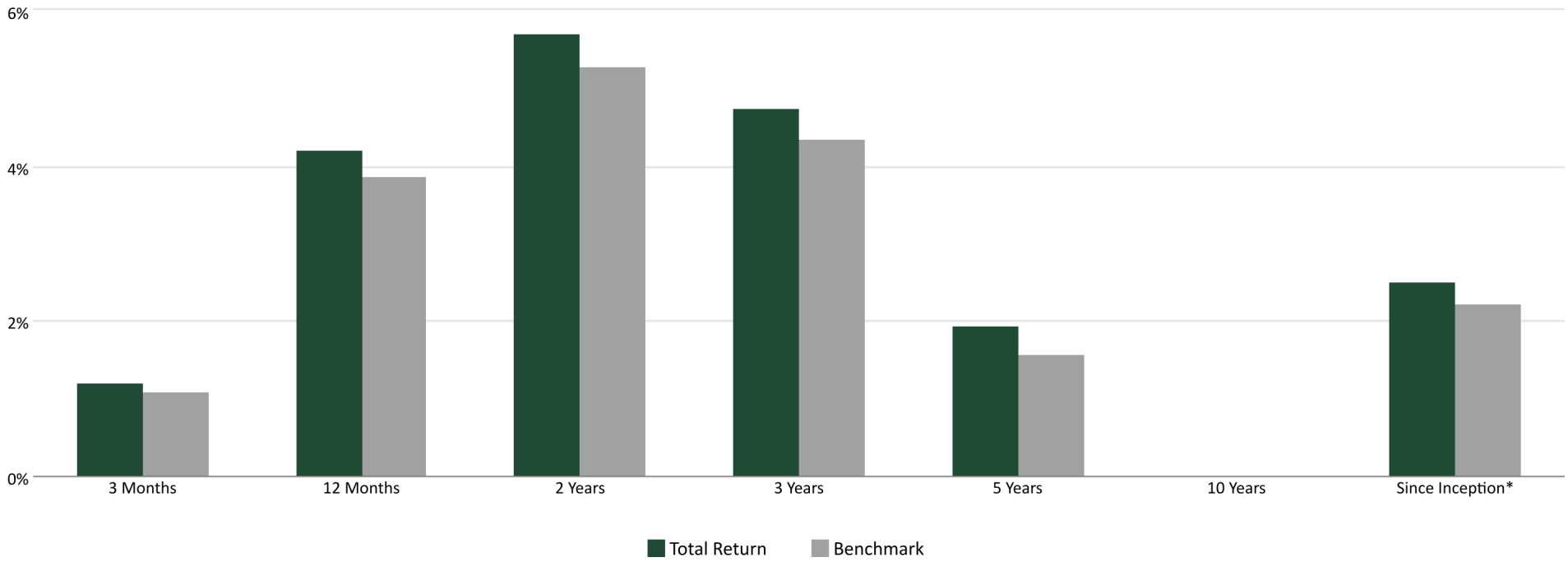
Rating	09/30/2025	06/30/2025
AAA	11.71%	13.05%
AA	65.53%	64.43%
A	10.38%	9.43%
NA	12.38%	13.08%

Portfolio Compared to the Benchmark



	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
Portfolio	4.7%	4.9%	14.9%	36.6%	25.0%	13.2%	0.7%	0.0%	0.0%
ICE BofA 1-3 Year US Treasury & Agency Index	0.0%	0.1%	4.1%	57.3%	38.5%	0.0%	0.0%	0.0%	0.0%

Total Rate of Return : Inception | 08/01/2018



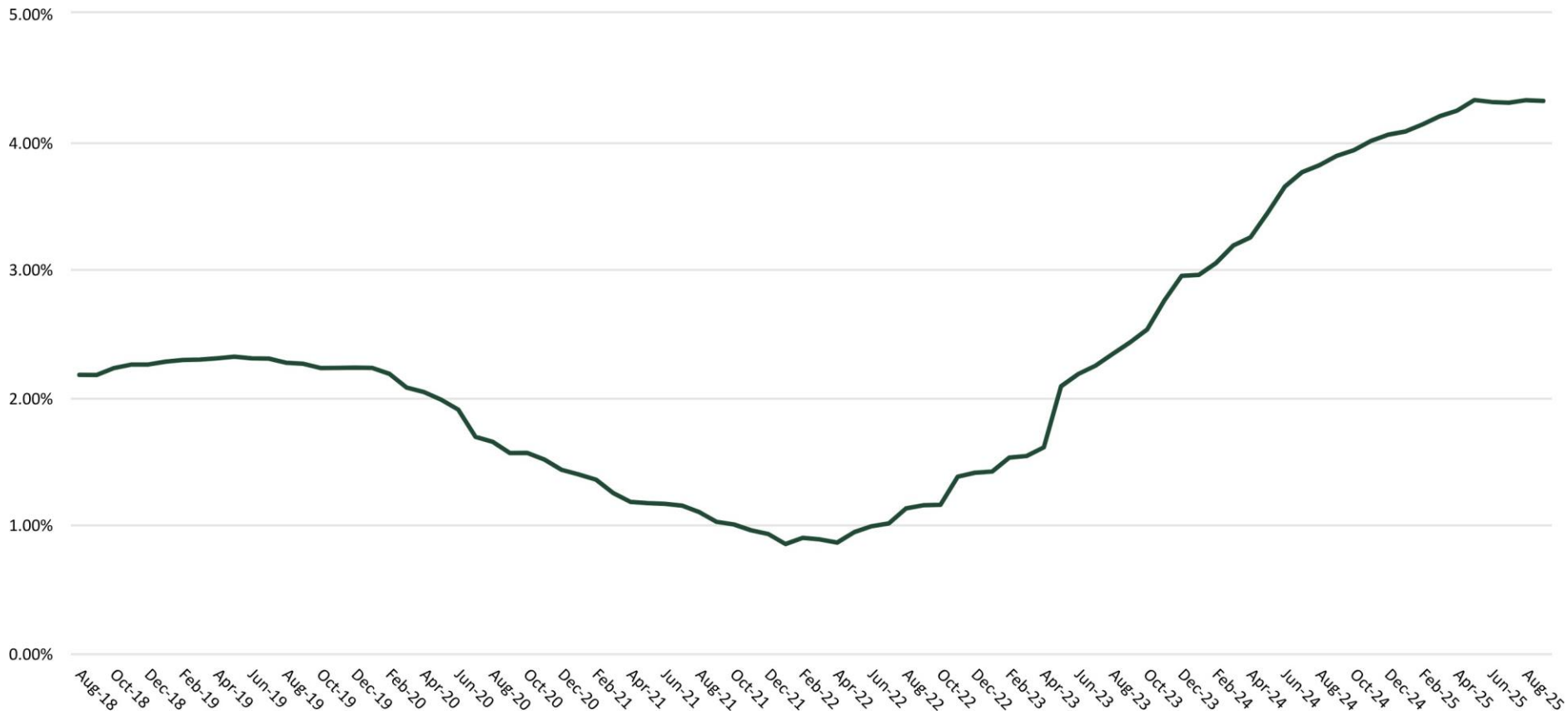
	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
TOTAL RATE OF RETURN*							
City of Pittsburg	1.22%	4.21%	5.71%	4.76%	1.95%		2.53%
Benchmark	*1.12%*	*3.88%*	*5.29%*	*4.35%*	*1.58%*		*2.23%*

*Periods over 1 year are annualized.
Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio. Realized rate of return: A measure of a portfolio's return over time. It is the internal rate which equates the beginning book value of the portfolio with the ending book value; it includes interest earnings, realized gains and losses in the portfolio.
Benchmark: ICE BofA 1-3 Year US Treasury & Agency Index

HISTORICAL AVERAGE PURCHASE YIELD

City of Pittsburg | Account #10607 | As of September 30, 2025

Purchase Yield as of 09/30/25 = 4.31%



PORTFOLIO CHARACTERISTICS

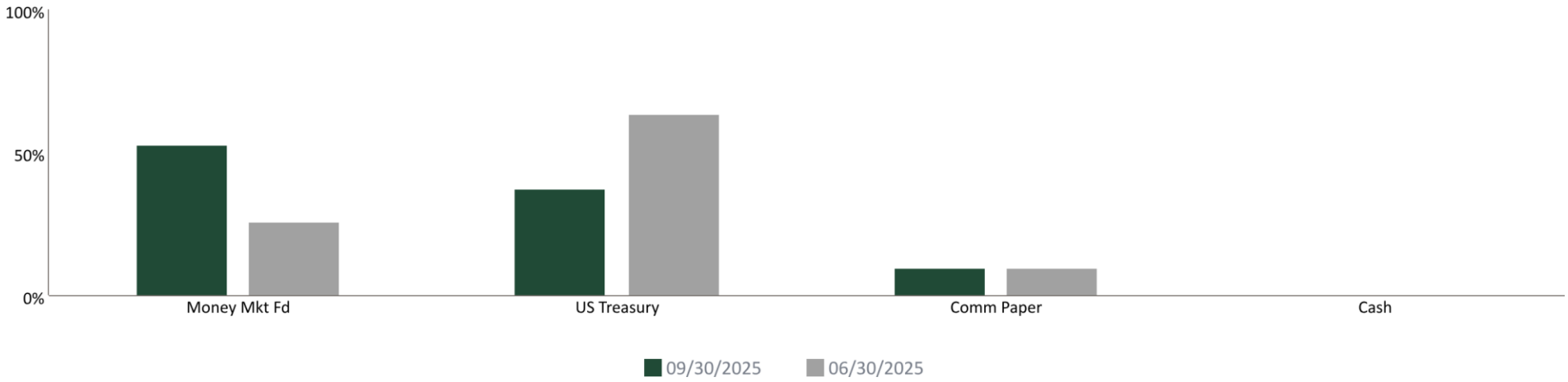
City of Pittsburg Liquidity | Account #10617 | As of September 30, 2025

	Benchmark*	9/30/2025 Portfolio	6/30/2025 Portfolio
Average Maturity (yrs)	0.16	0.08	0.22
Average Modified Duration	0.16	0.08	0.21
Average Purchase Yield		4.02%	4.21%
Average Market Yield	4.04%	3.86%	4.20%
Average Quality**	AA+	AAA	AAA
Total Market Value		30,769,822	30,449,325

*Benchmark: ICE BofA 3-Month US Treasury Bill Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Pittsburg Liquidity | Account #10617 | As of September 30, 2025



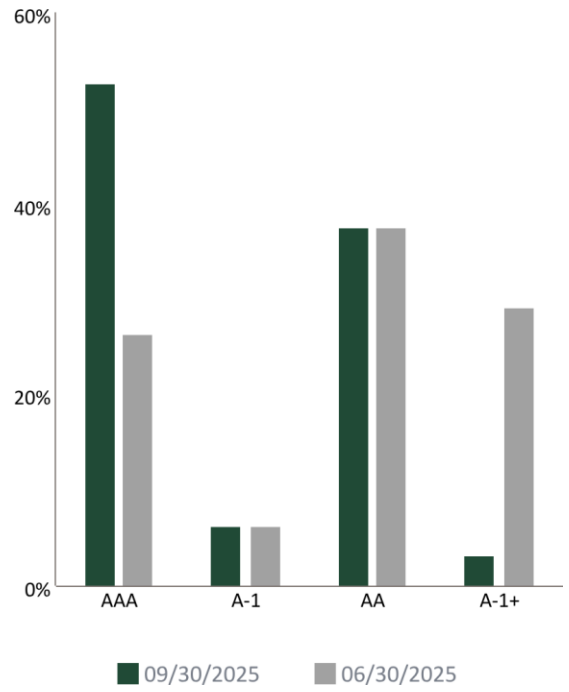
Sector as a Percentage of Market Value

Sector	09/30/2025	06/30/2025
Money Mkt Fd	52.74%	26.49%
US Treasury	37.36%	63.72%
Comm Paper	9.74%	9.71%
Cash	0.16%	0.08%

QUALITY DISTRIBUTION

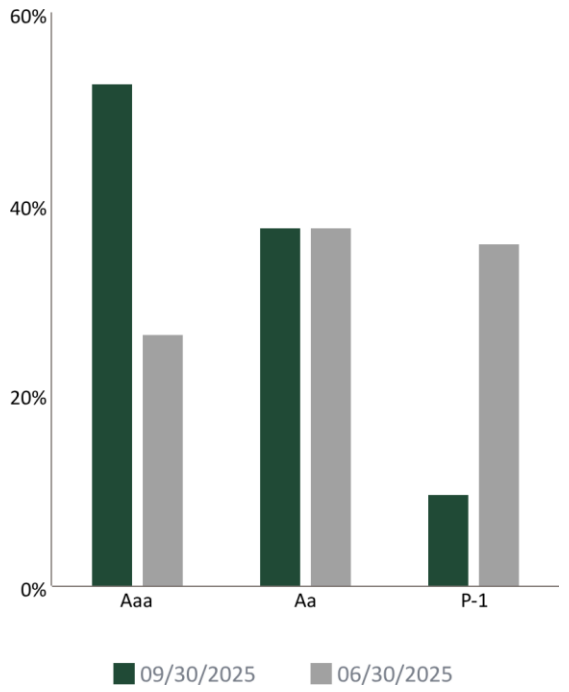
City of Pittsburg Liquidity | Account #10617 | As of September 30, 2025

S&P Rating



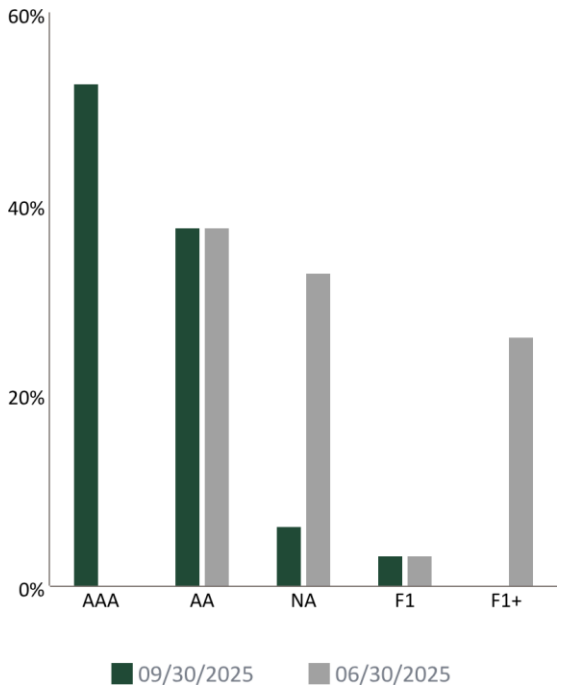
Rating	09/30/2025	06/30/2025
AAA	52.74%	26.54%
A-1	6.47%	6.47%
AA	37.55%	37.57%
A-1+	3.24%	29.42%

Moody's Rating



Rating	09/30/2025	06/30/2025
Aaa	52.74%	26.54%
Aa	37.55%	37.57%
P-1	9.71%	35.89%

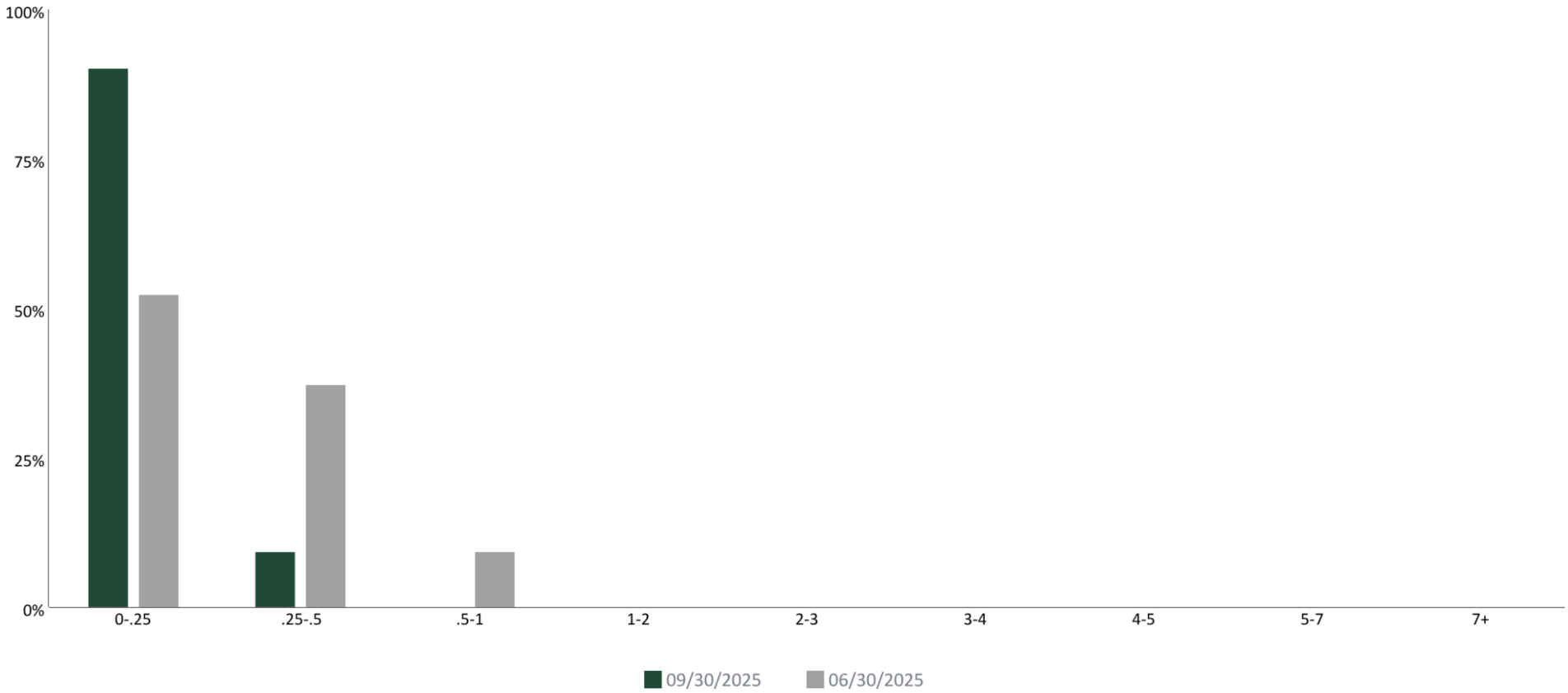
Fitch Rating



Rating	09/30/2025	06/30/2025
AAA	52.74%	0.08%
AA	37.55%	37.57%
NA	6.47%	32.93%
F1	3.24%	3.24%
F1+	--	26.19%

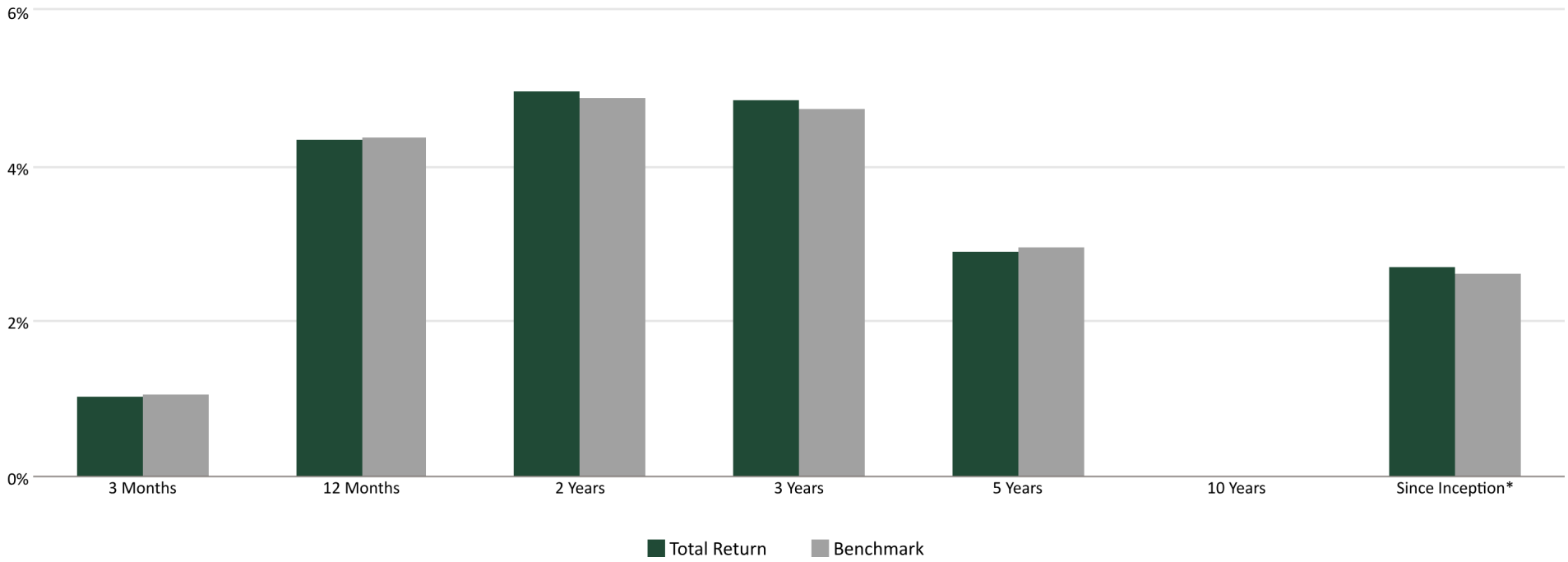
DURATION DISTRIBUTION

City of Pittsburg Liquidity | Account #10617 | As of September 30, 2025



Date	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
09/30/2025	90.3%	9.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
06/30/2025	52.7%	37.6%	9.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Total Rate of Return : Inception | 10/01/2018



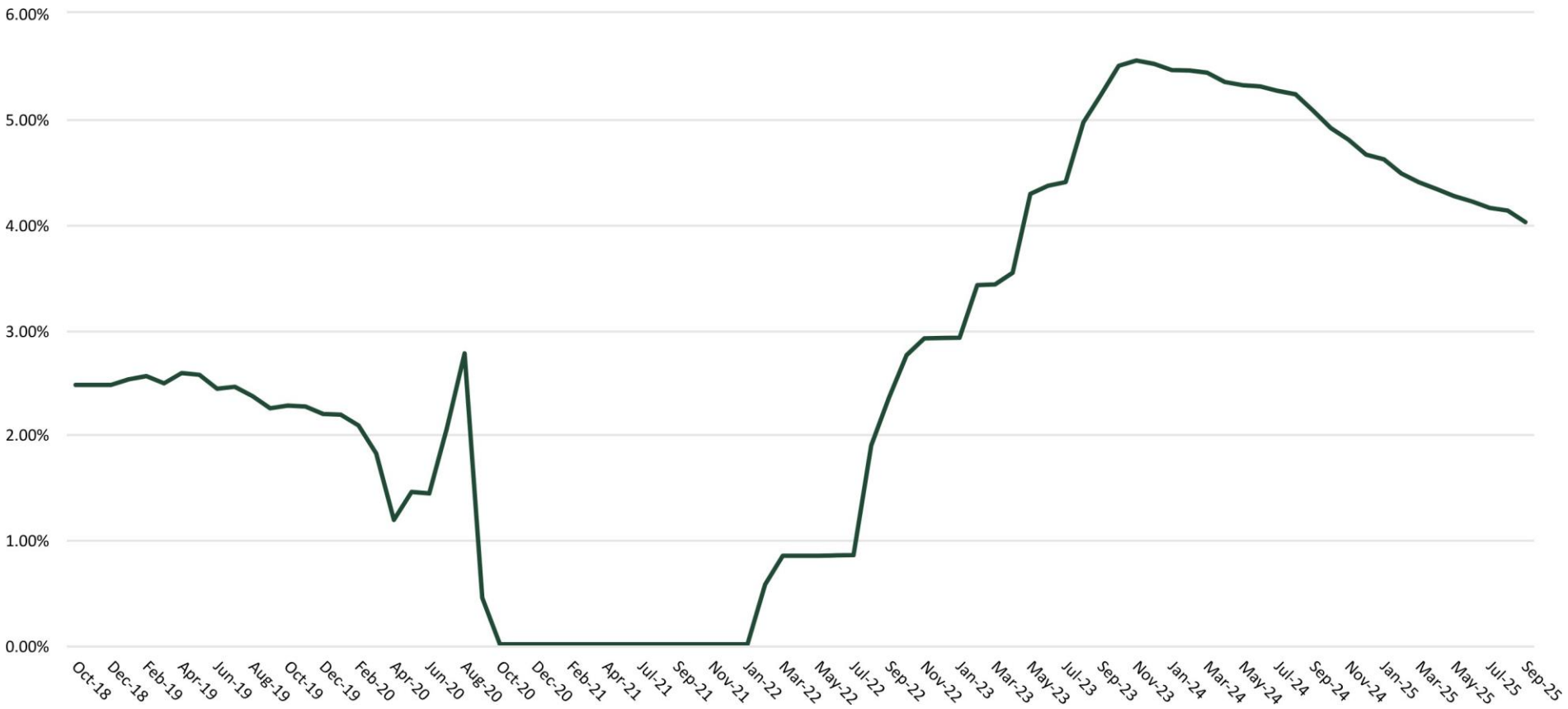
	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
TOTAL RATE OF RETURN*							
City of Pittsburg Liquidity	1.05%	4.37%	4.98%	4.85%	2.92%		2.71%
Benchmark	*1.08%*	*4.38%*	*4.91%*	*4.76%*	*2.97%*		*2.62%*

*Periods over 1 year are annualized.
Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio. Realized rate of return: A measure of a portfolio's return over time. It is the internal rate which equates the beginning book value of the portfolio with the ending book value; it includes interest earnings, realized gains and losses in the portfolio.
Benchmark: ICE BofA 3-Month US Treasury Bill Index

HISTORICAL AVERAGE PURCHASE YIELD

City of Pittsburg Liquidity | Account #10617 | As of September 30, 2025

Purchase Yield as of 09/30/25 = 4.02%



CHANDLER ASSET MANAGEMENT

CONSOLIDATED INFORMATION

	Original Cost	Market Value	% of Portfolio
Funds Managed Internally			
Cash Equivalents	6,935,691.51	6,935,691.51	3.48%
Investment Pools	22,427,473.09	22,470,748.72	11.27%
Additional Bonded Debt Funds	55,955,607.25	55,964,761.08	28.07%
Total	**85,318,771.85**	**85,371,201.31**	**42.82%**
Funds Managed by City's Investment Advisor			
Operating Funds	105,992,356.14	107,548,018.95	53.95%
Bond Managed Reserve	1,406,040.32	1,406,040.32	0.71%
Total	**107,398,396.46**	**108,954,059.27**	**54.65%**
City's Section 115 Trust			
Section 115 Trust	4,717,143.94	5,038,840.62	2.53%
Total	**4,717,143.94**	**5,038,840.62**	**2.53%**
Total City Funds	**197,434,312.25**	**199,364,101.20**	**100.00%**

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

SECTOR ALLOCATION

City of Pittsburg | As of September 30, 2025

Security Type	Original Cost	Market Value	% of Portfolio	Average Maturity	Average Yield
Operating Funds					
Cash Equivalents[1]	$6,988,809.74	$6,988,809.74	5.10%	1	N/A
Money Market Funds	16,784,271.63	16,784,271.63	12.26%	1	3.71%
Investment Pools[2]	22,427,473.09	22,470,748.72	16.41%	1	N/A
Total Liquidity	**46,200,554.46**	**46,243,830.09**	**33.77%**	**1**	**3.71%**
U.S. Treasury Notes	35,638,962.90	36,362,683.72	26.55%	631	4.03%
Federal Agency Securities	15,894,589.90	16,050,428.73	11.72%	613	4.36%
Medium-Term Corporate Notes	18,828,977.80	19,168,102.84	14.00%	701	4.64%
Asset-Backed Securities	6,263,653.06	6,330,486.24	4.62%	1015	5.16%
Commercial Paper	2,902,479.99	2,988,197.00	2.18%	33	4.51%
Supranationals	2,115,642.70	2,127,003.05	1.55%	533	4.26%
Collateralized Mortgage Obligations	7,510,659.93	7,683,727.51	5.61%	723	4.17%
Total Securities	**89,154,966.28**	**90,710,629.09**	**66.23%**	**655**	**4.33%**
Total Operating Funds	**135,355,520.74**	**136,954,459.18**	**100.00%**	**434**	**3.32%**
Bonded Debt Funds					
Pittsburg Pension Bond	159,715.44	159,715.44	0.28%	1	3.97%
Pittsburg AD Auto Mall	378,189.12	378,189.12	0.66%	1	3.97%
Pittsburg AD Vista DM	868,135.76	868,135.76	1.51%	1	3.97%
Additional Bonded Debt Funds[3]	55,955,607.25	55,964,761.08	97.55%	N/A	N/A
Total Bonded Debt Funds	**57,361,647.57**	**57,370,801.40**	**100.00%**	**1**	**3.97%**
Section 115 Trust					
Equity Mutual Fund[2]	4,717,143.94	5,038,840.62	100.00%	N/A	N/A
Total Section 115 Trust Funds	**4,717,143.94**	**5,038,840.62**	**100.00%**	**N/A**	**N/A**
Total City Funds	**197,434,312.25**	**199,364,101.20**			

[1,2]Funds not managed by City's investment adviser; [3]Bonded Debt Funds not managed, nor tracked by City's investment adviser

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

CHANDLER ASSET MANAGEMENT

PORTFOLIO HOLDINGS

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
47787JAC2	JDOT 2022 A3 2.32 09/15/2026	5,786.51	03/10/2022 2.34%	5,785.23 5,786.26	99.92 4.46%	5,781.81 5.97	0.01% (4.45)	Aaa/NA AAA	0.96 0.04
448988AD7	HALST 2024-A A3 5.02 03/15/2027	236,370.91	01/17/2024 5.03%	236,326.12 236,350.20	100.28 4.26%	237,032.23 527.37	0.31% 682.03	NA/AAA AAA	1.45 0.34
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	635,138.07	06/20/2024 5.40%	631,763.90 633,328.69	100.35 4.04%	637,342.44 527.16	0.83% 4,013.76	Aaa/AAA NA	1.48 0.35
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	21,609.12	07/06/2022 3.93%	21,608.97 21,609.08	99.92 4.33%	21,592.20 32.77	0.03% (16.88)	Aaa/NA AAA	1.54 0.12
44934FAD7	HALST 2024-B A3 5.41 05/17/2027	280,000.00	05/14/2024 5.41%	279,992.22 279,995.77	100.71 4.26%	281,991.58 673.24	0.37% 1,995.81	NA/AAA AAA	1.63 0.59
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	190,000.00	05/17/2024 5.73%	189,977.77 189,986.03	101.27 4.07%	192,415.89 449.24	0.25% 2,429.86	Aaa/NA AAA	2.30 0.97
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	295,000.00	09/17/2024 4.24%	294,950.35 294,965.23	100.24 4.03%	295,694.37 554.60	0.38% 729.14	NA/AAA AAA	2.38 0.98
89239NAD7	TLOT 2025-A A3 4.75 02/22/2028	390,000.00	02/20/2025 4.75%	389,994.89 389,995.91	101.09 3.89%	394,243.90 566.04	0.51% 4,248.00	Aaa/AAA NA	2.40 1.20
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	78,152.89	07/11/2023 5.47%	78,139.04 78,145.68	100.71 4.04%	78,704.88 71.25	0.10% 559.20	NA/AAA AAA	2.41 0.47
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	350,000.00	05/20/2025 4.84%	349,994.19 349,994.86	100.92 3.97%	353,229.77 489.81	0.46% 3,234.91	NA/AAA AAA	2.64 1.40
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	205,690.72	11/01/2023 5.74%	205,654.50 205,669.38	101.18 4.06%	208,124.35 323.96	0.27% 2,454.97	Aaa/NA AAA	2.73 0.69
89239FAD4	TAOT 2023-D A3 5.54 08/15/2028	193,782.92	11/07/2023 5.61%	193,762.03 193,770.30	101.15 4.08%	196,011.54 477.14	0.25% 2,241.24	NA/AAA AAA	2.88 0.75
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	666,144.11	02/13/2024 5.27%	666,115.14 666,125.55	100.95 3.99%	672,441.11 1,542.49	0.87% 6,315.56	Aaa/AAA NA	2.88 0.73
89238DAD0	TAOT 2024-A A3 4.83 10/16/2028	375,000.00	01/23/2024 4.89%	374,924.96 374,951.56	100.67 4.02%	377,499.79 805.00	0.49% 2,548.23	Aaa/AAA NA	3.04 0.78
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	180,000.00	03/11/2024 5.12%	179,989.92 179,993.24	101.09 4.09%	181,957.01 396.80	0.24% 1,963.77	Aaa/NA AAA	3.13 1.17
36268GAD7	GMCAR 2024-1 A3 4.85 12/18/2028	360,000.00	-- 4.90%	359,958.35 359,972.73	100.63 4.04%	362,271.92 727.50	0.47% 2,299.19	Aaa/NA AAA	3.22 0.73

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	320,000.00	06/04/2024 5.18%	319,951.39 319,964.86	101.18 3.92%	323,772.16 276.27	0.42% 3,807.30	Aaa/AAA NA	3.41 0.89
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	365,000.00	06/11/2024 5.81%	364,928.64 364,948.01	101.64 4.10%	371,003.48 843.56	0.48% 6,055.47	Aaa/NA AAA	3.45 1.41
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	570,000.00	04/16/2024 5.30%	569,883.15 569,916.94	102.07 3.88%	581,779.51 1,324.93	0.76% 11,862.57	NA/AAA AAA	3.54 1.45
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	365,000.00	06/06/2024 4.93%	364,979.52 364,984.99	101.69 3.88%	371,186.71 799.76	0.48% 6,201.73	Aaa/AAA NA	3.62 1.53
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	185,000.00	05/06/2025 4.71%	184,972.77 184,974.89	100.76 3.86%	186,409.59 329.92	0.24% 1,434.70	Aaa/AAA NA	4.54 1.66
Total ABS		**6,267,675.26**	**5.16%**	**6,263,653.06 6,265,430.14**	**101.00 4.01%**	**6,330,486.24 11,744.78**	**8.24% 65,056.10**		**2.78 0.95**
AGENCY									
3133EPJX4	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.625 02/17/2026	1,000,000.00	05/15/2023 3.89%	993,250.00 999,068.27	99.85 4.00%	998,548.04 4,430.56	1.30% (520.23)	Aa1/AA+ AA+	0.38 0.37
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	1,500,000.00	05/09/2023 3.90%	1,504,095.00 1,500,789.53	100.07 3.87%	1,501,055.99 25,500.00	1.95% 266.45	Aa1/AA+ AA+	0.57 0.55
3133EPVP7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 07/08/2026	1,000,000.00	12/06/2023 4.48%	1,006,424.00 1,001,905.42	100.83 3.64%	1,008,295.62 10,951.39	1.31% 6,390.20	Aa1/AA+ AA+	0.77 0.74
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00	11/09/2023 4.85%	1,003,740.00 1,001,137.44	101.04 3.72%	1,010,355.01 8,472.22	1.31% 9,217.57	Aa1/AA+ AA+	0.83 0.80
3130AXU63	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	1,000,000.00	11/30/2023 4.53%	1,002,530.00 1,000,963.36	101.01 3.70%	1,010,108.09 17,215.28	1.31% 9,144.73	Aa1/AA+ AA+	1.13 1.07
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	1,000,000.00	03/25/2024 4.45%	1,001,450.00 1,000,716.39	101.18 3.68%	1,011,752.13 625.00	1.32% 11,035.74	Aa1/AA+ AA+	1.48 1.43
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	865,000.00	04/10/2024 4.85%	862,716.40 863,840.44	101.62 3.65%	879,004.05 19,630.69	1.14% 15,163.61	Aa1/AA+ AA+	1.52 1.43
3133ERDS7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/06/2027	1,000,000.00	05/22/2024 4.70%	1,001,317.00 1,000,711.03	101.64 3.68%	1,016,359.22 19,131.94	1.32% 15,648.19	Aa1/AA+ AA+	1.60 1.50
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	1,000,000.00	06/26/2024 4.57%	1,001,530.00 1,000,876.31	101.39 3.77%	1,013,934.47 14,131.94	1.32% 13,058.16	Aa1/AA+ AA+	1.70 1.60

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3133ERMB4	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 07/23/2027	1,000,000.00	07/18/2024 4.26%	999,690.00 999,813.15	100.97 3.69%	1,009,654.48 8,027.78	1.31% 9,841.33	Aa1/AA+ AA+	1.81 1.72
3130ATUS4	FEDERAL HOME LOAN BANKS 4.25 12/10/2027	1,000,000.00	05/15/2023 3.66%	1,024,620.00 1,011,801.08	101.06 3.74%	1,010,561.68 13,104.17	1.31% (1,239.40)	Aa1/AA+ AA+	2.19 2.05
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	1,000,000.00	04/24/2023 3.76%	1,032,720.00 1,016,369.19	101.87 3.69%	1,018,684.62 2,625.00	1.33% 2,315.43	Aa1/AA+ AA+	2.44 2.29
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	1,000,000.00	07/06/2023 4.49%	978,470.00 988,228.03	100.92 3.64%	1,009,165.20 12,444.44	1.31% 20,937.17	Aa1/AA+ AA+	2.69 2.50
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	1,250,000.00	09/07/2023 4.49%	1,243,625.00 1,246,255.95	102.01 3.65%	1,275,153.84 3,493.92	1.66% 28,897.89	Aa1/AA+ AA+	2.94 2.73
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	1,250,000.00	10/12/2023 4.71%	1,238,412.50 1,243,014.08	102.22 3.70%	1,277,796.30 1,406.25	1.66% 34,782.22	Aa1/AA+ AA+	2.98 2.77
Total Agency		**15,865,000.00**	**4.36%**	**15,894,589.90** **15,875,489.69**	**101.17** **3.72%**	**16,050,428.73** **161,190.59**	**20.88%** **174,939.04**		**1.68** **1.58**
AGENCY CMBS									
3137BNGT5	FHMS K-054 A2 2.745 01/25/2026	852,963.24	02/15/2023 4.64%	809,948.57 849,176.30	99.44 4.12%	848,156.20 1,951.15	1.10% (1,020.11)	Aa1/AA+ AAA	0.32 0.28
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	710,000.00	11/29/2022 4.51%	664,903.91 699,753.95	98.82 3.87%	701,633.22 1,569.69	0.91% 1,879.27	Aa1/AA+ AAA	0.90 0.84
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	500,000.00	12/05/2022 4.27%	484,082.03 495,096.81	99.36 3.82%	496,817.15 1,429.17	0.65% 1,720.34	Aa1/AA+ AAA	1.32 1.13
3137F2LJ3	FHMS K-066 A2 3.117 06/25/2027	1,000,000.00	05/10/2023 3.93%	969,218.75 987,337.62	98.69 3.87%	986,937.10 2,597.50	1.28% (400.52)	Aa1/AA+ AAA	1.73 1.51
3137FAWS3	FHMS K-067 A2 3.194 07/25/2027	1,000,000.00	05/10/2023 3.92%	971,562.50 987,968.75	98.70 3.87%	986,954.00 2,661.67	1.28% (1,014.75)	Aaa/AA+ AA+	1.82 1.68
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	732,247.79	06/09/2023 4.41%	697,980.88 716,671.92	98.57 3.87%	721,797.52 1,944.73	0.94% 5,125.60	Aa1/AAA AA+	1.99 1.84
3137FETN0	FHMS K-073 A2 3.35 01/25/2028	965,000.00	05/24/2023 4.34%	927,455.47 946,597.14	98.78 3.86%	953,206.83 2,693.96	1.24% 6,609.70	Aa1/AA+ AAA	2.32 2.09
3137FKUP9	FHMS K-087 A2 3.771 12/25/2028	1,000,000.00	09/19/2025 3.79%	997,890.63 997,903.32	99.53 3.88%	995,305.40 3,142.50	1.29% (2,597.92)	Aa1/AAA AA+	3.24 2.83

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	1,000,000.00	04/30/2025 4.02%	987,617.19 988,997.17	99.29 3.87%	992,920.10 3,075.00	1.29% 3,922.93	Aaa/AA+ AA+	3.32 3.00
Total Agency CMBS		**7,760,211.03**	**4.17%**	**7,510,659.93** **7,669,502.98**	**99.02** **3.89%**	**7,683,727.51** **21,065.36**	**10.00%** **14,224.54**		**1.98** **1.78**
CASH									
CCYUSD	Receivable	3,121.39	--	3,121.39 3,121.39	1.00 0.00%	3,121.39 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**3,121.39**		**3,121.39** **3,121.39**	**1.00** **0.00%**	**3,121.39** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
CORPORATE									
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	750,000.00	08/24/2023 5.19%	715,927.50 742,552.08	99.58 4.07%	746,857.94 10,329.17	0.97% 4,305.86	A2/A A	0.59 0.57
69371RR32	PACCAR FINANCIAL CORP 1.1 05/11/2026	600,000.00	02/10/2023 4.54%	538,422.00 588,434.59	98.32 3.91%	589,928.00 2,566.67	0.77% 1,493.42	A1/A+ NA	0.61 0.60
89236TJK2	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	250,000.00	01/11/2023 4.55%	223,112.50 244,416.33	97.99 4.01%	244,967.87 804.69	0.32% 551.53	A1/A+ A+	0.71 0.70
857477CD3	STATE STREET CORP 5.272 08/03/2026	350,000.00	07/31/2023 5.27%	350,000.00 350,000.00	100.95 4.10%	353,316.20 2,972.82	0.46% 3,316.20	Aa3/A AA-	0.84 0.73
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	500,000.00	08/24/2023 5.48%	500,680.00 500,186.92	101.24 4.07%	506,220.21 3,300.25	0.66% 6,033.29	Aa2/A+ AA	0.88 0.77
437076CV2	HOME DEPOT INC 4.95 09/30/2026	500,000.00	11/30/2023 4.86%	501,140.00 500,379.62	101.04 3.88%	505,191.40 68.75	0.66% 4,811.78	A2/A A	1.00 0.89
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	335,000.00	10/30/2023 5.88%	335,000.00 335,000.00	101.95 4.01%	341,548.70 8,265.03	0.44% 6,548.70	Aa3/A+ AA-	1.08 0.94
438516BL9	HONEYWELL INTERNATIONAL INC 2.5 11/01/2026	750,000.00	05/10/2023 3.96%	714,847.50 739,030.43	98.39 4.03%	737,937.71 7,812.50	0.96% (1,092.71)	A2/A A	1.09 1.04
713448FW3	PEPSICO INC 5.125 11/10/2026	275,000.00	11/08/2023 5.13%	274,925.75 274,972.56	101.31 3.90%	278,616.20 5,520.05	0.36% 3,643.64	A1/A+ NA	1.11 0.97
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	500,000.00	01/18/2024 4.52%	499,705.00 499,873.38	100.79 3.85%	503,941.95 5,187.50	0.66% 4,068.57	A1/A A+	1.27 1.21

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	665,000.00	01/10/2024 4.88%	664,833.75 664,927.95	101.15 3.95%	672,677.60 6,483.75	0.88% 7,749.65	A1/A AA-	1.30 1.24
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	1,000,000.00	-- 4.81%	999,831.60 999,917.03	101.20 3.91%	1,012,005.60 4,666.67	1.32% 12,088.57	A1/AA- NA	1.41 1.26
857477CL5	STATE STREET CORP 4.993 03/18/2027	325,000.00	03/13/2024 4.99%	325,000.00 325,000.00	101.54 3.90%	330,002.52 585.98	0.43% 5,002.52	Aa3/A AA-	1.46 1.32
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	600,000.00	09/12/2022 4.08%	597,906.00 599,277.76	100.16 3.90%	600,934.75 9,400.00	0.78% 1,656.99	A2/A+ A+	1.61 1.44
14913UAL4	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027	1,000,000.00	05/15/2024 4.89%	1,002,930.00 1,001,583.06	101.74 3.88%	1,017,352.43 19,027.78	1.32% 15,769.37	A2/A A+	1.62 1.52
09290DAH4	BLACKROCK INC 4.6 07/26/2027	530,000.00	07/17/2024 4.60%	529,984.10 529,990.37	101.33 3.83%	537,053.57 4,401.94	0.70% 7,063.20	Aa3/AA- NA	1.82 1.64
69371RT30	PACCAR FINANCIAL CORP 4.45 08/06/2027	560,000.00	08/01/2024 4.50%	559,255.20 559,541.56	101.15 3.80%	566,427.20 3,807.22	0.74% 6,885.65	A1/A+ NA	1.85 1.75
532457CP1	ELI LILLY AND CO 4.15 08/14/2027	470,000.00	08/12/2024 4.18%	469,619.30 469,762.89	100.65 3.78%	473,065.74 2,546.49	0.62% 3,302.86	Aa3/A+ NA	1.87 1.70
023135BC9	AMAZON.COM INC 3.15 08/22/2027	750,000.00	06/26/2024 4.90%	712,095.00 727,276.76	98.91 3.75%	741,833.87 2,559.38	0.97% 14,557.11	A1/AA AA-	1.89 1.81
66815L2T5	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.11 09/12/2027	545,000.00	09/05/2024 4.11%	544,983.65 544,989.38	100.23 3.98%	546,260.56 1,182.20	0.71% 1,271.17	Aa1/AA+ AAA	1.95 1.85
58989V2J2	MET TOWER GLOBAL FUNDING 4.0 10/01/2027	750,000.00	10/11/2024 4.23%	745,132.50 746,712.97	99.95 4.02%	749,661.65 15,000.00	0.98% 2,948.68	Aa3/AA- AA-	2.00 1.90
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	08/22/2024 4.19%	722,842.50 732,399.67	98.04 3.96%	735,326.36 10,202.08	0.96% 2,926.69	A2/A+ A	2.04 1.93
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	375,000.00	01/06/2025 4.66%	374,887.50 374,914.78	101.63 3.89%	381,128.10 4,068.75	0.50% 6,213.32	A1/A A+	2.27 2.12
89115A3E0	TORONTO-DOMINION BANK 4.861 01/31/2028	825,000.00	01/28/2025 4.86%	825,000.00 825,000.00	101.75 4.06%	839,418.97 6,795.27	1.09% 14,418.97	A2/A- AA-	2.34 2.17
00287YDY2	ABBVIE INC 4.65 03/15/2028	470,000.00	02/18/2025 4.70%	469,374.90 469,496.77	101.65 3.94%	477,742.23 971.33	0.62% 8,245.46	A3/A- NA	2.46 2.23
57629TBW6	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028	720,000.00	03/20/2025 4.49%	719,143.20 719,290.17	100.99 4.03%	727,133.44 356.00	0.95% 7,843.27	Aa3/AA+ AA+	2.49 2.34

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
64953BBW7	NEW YORK LIFE GLOBAL FUNDING 4.4 04/25/2028	530,000.00	04/22/2025 4.43%	529,629.00 529,682.82	101.02 3.98%	535,389.52 10,105.33	0.70% 5,706.69	Aa1/AA+ AAA	2.57 2.36
90331HPS6	US BANK NA 4.73 05/15/2028	660,000.00	05/12/2025 4.88%	660,000.00 660,000.00	100.89 4.49%	665,845.03 11,793.47	0.87% 5,845.03	A2/A+ A+	2.62 1.52
87612EBU9	TARGET CORP 4.35 06/15/2028	280,000.00	06/05/2025 4.35%	279,997.20 279,997.49	100.99 3.96%	282,784.68 3,755.50	0.37% 2,787.19	A2/A A	2.71 2.43
63743HFZ0	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.15 08/25/2028	480,000.00	08/19/2025 4.19%	479,462.40 479,480.55	100.27 4.05%	481,297.37 1,992.00	0.63% 1,816.82	A2/NA A	2.90 2.62
437076DH2	HOME DEPOT INC 3.75 09/15/2028	285,000.00	09/08/2025 3.77%	284,814.75 284,817.45	99.64 3.88%	283,971.29 475.00	0.37% (846.17)	A2/A A	2.96 2.77
46647PEU6	JPMORGAN CHASE & CO 4.915 01/24/2029	430,000.00	01/16/2025 4.92%	430,000.00 430,000.00	101.80 4.34%	437,752.45 3,933.37	0.57% 7,752.45	A1/A AA-	3.32 2.15
89236TMK8	TOYOTA MOTOR CREDIT CORP 4.55 08/09/2029	750,000.00	02/27/2025 4.58%	748,965.00 749,102.11	101.53 4.12%	761,461.84 4,929.17	0.99% 12,359.73	A1/A+ A+	3.86 3.49
713448GH5	PEPSICO INC 4.3 07/23/2030	500,000.00	07/29/2025 4.32%	499,530.00 499,546.03	100.61 4.16%	503,049.92 4,061.11	0.65% 3,503.89	A1/A+ NA	4.81 4.21
Total Corporate		**19,060,000.00**	**4.64%**	**18,828,977.80 18,977,553.48**	**100.58 3.98%**	**19,168,102.84 179,927.21**	**24.94% 190,549.36**		**1.92 1.72**
MONEY MARKET FUND									
94975H254	ALLSPRING:GOVT MM S	606,021.28	-- 3.71%	606,021.28 606,021.28	1.00 3.71%	606,021.28 0.00	0.79% 0.00	Aaa/AAAm AAA	0.00 0.00
Total Money Market Fund		**606,021.28**	**3.71%**	**606,021.28 606,021.28**	**1.00 3.71%**	**606,021.28 0.00**	**0.79% 0.00**		**0.00 0.00**
SUPRANATIONAL									
4581X0EK0	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026	750,000.00	06/27/2023 4.53%	749,422.50 749,874.99	100.34 3.94%	752,544.24 12,750.00	0.98% 2,669.25	Aaa/AAA NA	0.62 0.60
45950KDF4	INTERNATIONAL FINANCE CORP 4.375 01/15/2027	710,000.00	11/29/2023 4.49%	707,685.40 709,040.34	100.71 3.80%	715,026.10 6,559.14	0.93% 5,985.76	Aaa/AAA NA	1.29 1.23

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
459058LT8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	660,000.00	04/29/2025 3.70%	658,534.80 658,732.84	99.91 3.66%	659,432.72 9,636.46	0.86% 699.88	Aaa/AAA NA	2.60 2.42
Total Supranational		**2,120,000.00**	**4.26%**	**2,115,642.70** **2,117,648.16**	**100.33** **3.81%**	**2,127,003.05** **28,945.60**	**2.77%** **9,354.89**		**1.46** **1.38**
US TREASURY									
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	1,000,000.00	06/02/2022 2.88%	1,004,023.44 1,000,096.87	99.90 4.14%	999,035.20 12,554.35	1.30% (1,061.67)	Aa1/AA+ AA+	0.08 0.08
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	1,000,000.00	08/25/2022 3.36%	966,093.75 998,703.67	99.79 3.95%	997,890.62 8,498.64	1.30% (813.05)	Aa1/AA+ AA+	0.13 0.12
9128285T3	UNITED STATES TREASURY 2.625 12/31/2025	1,000,000.00	08/25/2022 3.34%	977,421.88 998,320.03	99.66 3.99%	996,601.56 6,633.83	1.30% (1,718.47)	Aa1/AA+ AA+	0.25 0.24
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	1,000,000.00	08/29/2022 3.39%	961,640.63 994,695.92	99.23 3.83%	992,265.62 61.81	1.29% (2,430.30)	Aa1/AA+ AA+	0.50 0.49
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	1,500,000.00	05/09/2023 3.65%	1,418,964.84 1,474,144.42	98.12 3.73%	1,471,757.82 11,331.52	1.91% (2,386.60)	Aa1/AA+ AA+	1.13 1.09
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	1,000,000.00	11/29/2022 4.06%	930,585.94 977,343.40	98.09 3.69%	980,898.44 2,873.64	1.28% 3,555.04	Aa1/AA+ AA+	1.38 1.33
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	1,500,000.00	02/13/2024 4.39%	1,427,167.97 1,464,174.85	98.62 3.65%	1,479,316.41 17,262.23	1.92% 15,141.56	Aa1/AA+ AA+	1.58 1.51
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	1,250,000.00	11/03/2022 4.44%	1,187,792.97 1,226,676.94	99.35 3.63%	1,241,894.53 10,266.64	1.62% 15,217.58	Aa1/AA+ AA+	1.75 1.67
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	800,000.00	01/30/2023 3.72%	779,968.75 791,625.69	99.07 3.63%	792,593.75 2,140.88	1.03% 968.06	Aa1/AA+ AA+	1.92 1.84
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,500,000.00	05/16/2023 3.59%	1,417,031.25 1,460,863.80	97.22 3.62%	1,458,281.25 12,747.96	1.90% (2,582.55)	Aa1/AA+ AA+	2.13 2.03
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	1,250,000.00	09/27/2024 3.51%	1,220,019.53 1,228,918.84	98.02 3.63%	1,225,244.14 4,390.29	1.59% (3,674.70)	Aa1/AA+ AA+	2.38 2.26
91282CHX2	UNITED STATES TREASURY 4.375 08/31/2028	1,000,000.00	11/12/2024 4.34%	1,001,250.00 1,000,961.19	102.04 3.63%	1,020,351.56 3,746.55	1.33% 19,390.37	Aa1/AA+ AA+	2.92 2.71
91282CDF5	UNITED STATES TREASURY 1.375 10/31/2028	1,500,000.00	08/27/2025 3.62%	1,399,687.50 1,402,627.69	93.45 3.64%	1,401,679.68 8,631.11	1.82% (948.01)	Aa1/AA+ AA+	3.08 2.95

HOLDINGS REPORT

City of Pittsburg | Account #10607 | As of September 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	1,500,000.00	04/18/2024 4.72%	1,402,792.96 1,433,624.64	98.48 3.64%	1,477,148.43 17,705.50	1.92% 43,523.79	Aa1/AA+ AA+	3.13 2.91
91282CEM9	UNITED STATES TREASURY 2.875 04/30/2029	1,500,000.00	09/18/2025 3.60%	1,463,378.91 1,463,712.08	97.35 3.67%	1,460,273.43 18,046.88	1.90% (3,438.65)	Aa1/AA+ AA+	3.58 3.32
9128286T2	UNITED STATES TREASURY 2.375 05/15/2029	1,000,000.00	03/17/2025 4.08%	935,390.63 943,769.86	95.64 3.67%	956,406.25 8,970.79	1.24% 12,636.39	Aa1/AA+ AA+	3.62 3.39
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	1,000,000.00	11/05/2024 4.20%	991,445.31 993,074.07	101.11 3.69%	1,011,054.69 6,739.13	1.32% 17,980.62	Aa1/AA+ AA+	3.83 3.50
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	1,750,000.00	12/13/2024 4.27%	1,665,712.89 1,679,883.32	97.95 3.69%	1,714,179.69 4,683.18	2.23% 34,296.36	Aa1/AA+ AA+	3.92 3.64
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	1,000,000.00	06/16/2025 4.01%	999,687.50 999,708.24	101.13 3.70%	1,011,250.00 16,739.13	1.32% 11,541.76	Aa1/AA+ AA+	4.08 3.68
91282CFY2	UNITED STATES TREASURY 3.875 11/30/2029	1,000,000.00	06/06/2025 4.02%	993,984.38 994,403.82	100.64 3.71%	1,006,445.31 13,022.54	1.31% 12,041.49	Aa1/AA+ AA+	4.17 3.77
91282CGB1	UNITED STATES TREASURY 3.875 12/31/2029	1,200,000.00	07/30/2025 3.91%	1,198,125.00 1,198,197.03	100.64 3.71%	1,207,687.50 11,751.36	1.57% 9,490.47	Aa1/AA+ AA+	4.25 3.85
Total US Treasury		**25,250,000.00**	**3.89%**	**24,342,166.03** **24,725,526.36**	**98.66** **3.72%**	**24,902,255.87** **198,797.97**	**32.39%** **176,729.51**		**2.44** **2.27**
Total Portfolio		**76,932,028.96**	**4.31%**	**75,564,832.09** **76,240,293.48**	**99.16** **3.83%**	**76,871,146.92** **601,671.51**	**100.00%** **630,853.44**		**2.09** **1.79**
Total Market Value + Accrued						**77,472,818.43**			

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	49,996.84	--	49,996.84 49,996.84	1.00 0.00%	49,996.84 0.00	0.16% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**49,996.84**		**49,996.84** **49,996.84**	**1.00** **0.00%**	**49,996.84** **0.00**	**0.16%** **0.00**		**0.00** **0.00**
COMMERCIAL PAPER									
89233GXU5	Toyota Motor Credit Corporation 10/28/2025	1,000,000.00	01/31/2025 4.46%	967,450.00 996,745.00	99.68 4.13%	996,797.00 0.00	3.25% 52.00	P-1/A-1+ F1	0.08 0.07
62479LY74	MUFG Bank, Ltd., New York Branch 11/07/2025	2,000,000.00	02/13/2025 4.53%	1,935,029.99 1,990,996.67	99.57 4.20%	1,991,400.00 0.00	6.49% 403.33	P-1/A-1 NA	0.10 0.10
Total Commercial Paper		**3,000,000.00**	**4.51%**	**2,902,479.99** **2,987,741.67**	**99.61** **4.18%**	**2,988,197.00** **0.00**	**9.74%** **455.33**		**0.09** **0.09**
MONEY MARKET FUND									
94975H254	ALLSPRING:GOVT MM S	16,178,250.35	-- 3.71%	16,178,250.35 16,178,250.35	1.00 3.71%	16,178,250.35 0.00	52.74% 0.00	Aaa/AAAm AAA	0.00 0.00
Total Money Market Fund		**16,178,250.35**	**3.71%**	**16,178,250.35** **16,178,250.35**	**1.00** **3.71%**	**16,178,250.35** **0.00**	**52.74%** **0.00**		**0.00** **0.00**
US TREASURY									
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	3,000,000.00	10/31/2024 4.32%	2,961,562.50 2,996,840.75	99.90 4.14%	2,997,105.60 37,663.04	9.77% 264.85	Aa1/AA+ AA+	0.08 0.08
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	3,500,000.00	11/26/2024 4.46%	3,427,539.06 3,490,762.77	99.79 3.95%	3,492,617.17 29,745.24	11.39% 1,854.40	Aa1/AA+ AA+	0.13 0.12
91282CJS1	UNITED STATES TREASURY 4.25 12/31/2025	2,000,000.00	01/02/2025 4.22%	2,000,625.00 2,000,157.11	100.07 3.92%	2,001,390.62 21,480.98	6.52% 1,233.51	Aa1/AA+ AA+	0.25 0.24
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	1,500,000.00	01/30/2025 4.25%	1,443,632.81 1,481,159.46	98.81 4.01%	1,482,146.49 947.69	4.83% 987.03	Aa1/AA+ AA+	0.34 0.33
912828P46	UNITED STATES TREASURY 1.625 02/15/2026	1,500,000.00	02/27/2025 4.23%	1,463,437.50 1,485,769.71	99.14 3.95%	1,487,167.97 3,113.11	4.85% 1,398.26	Aa1/AA+ AA+	0.38 0.37

HOLDINGS REPORT

City of Pittsburg Liquidity | Account #10617 | As of September 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
				11,296,796.87	99.66	11,460,427.85	37.36%		0.20
Total US Treasury		11,500,000.00	4.33%	11,454,689.80	4.00%	92,950.07	5,738.04		0.19
				30,427,524.05	47.46	30,676,872.03	100.00%		0.08
Total Portfolio		30,728,247.19	4.02%	30,670,678.66	3.86%	92,950.07	6,193.38		0.08
Total Market Value + Accrued						30,769,822.10			

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
47787JAC2	JDOT 2022 A3 2.32 09/15/2026	5,786.51	03/10/2022 2.34%	5,785.23 5,786.26	99.92 4.46%	5,781.81 5.97	0.00% (4.45)	Aaa/NA AAA	0.96 0.04
448988AD7	HALST 2024-A A3 5.02 03/15/2027	236,370.91	01/17/2024 5.03%	236,326.12 236,350.20	100.28 4.26%	237,032.23 527.37	0.12% 682.03	NA/AAA AAA	1.45 0.34
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	635,138.07	06/20/2024 5.40%	631,763.90 633,328.69	100.35 4.04%	637,342.44 527.16	0.32% 4,013.76	Aaa/AAA NA	1.48 0.35
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	21,609.12	07/06/2022 3.93%	21,608.97 21,609.08	99.92 4.33%	21,592.20 32.77	0.01% (16.88)	Aaa/NA AAA	1.54 0.12
44934FAD7	HALST 2024-B A3 5.41 05/17/2027	280,000.00	05/14/2024 5.41%	279,992.22 279,995.77	100.71 4.26%	281,991.58 673.24	0.14% 1,995.81	NA/AAA AAA	1.63 0.59
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	190,000.00	05/17/2024 5.73%	189,977.77 189,986.03	101.27 4.07%	192,415.89 449.24	0.10% 2,429.86	Aaa/NA AAA	2.30 0.97
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	295,000.00	09/17/2024 4.24%	294,950.35 294,965.23	100.24 4.03%	295,694.37 554.60	0.15% 729.14	NA/AAA AAA	2.38 0.98
89239NAD7	TLOT 2025-A A3 4.75 02/22/2028	390,000.00	02/20/2025 4.75%	389,994.89 389,995.91	101.09 3.89%	394,243.90 566.04	0.20% 4,248.00	Aaa/AAA NA	2.40 1.20
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	78,152.89	07/11/2023 5.47%	78,139.04 78,145.68	100.71 4.04%	78,704.88 71.25	0.04% 559.20	NA/AAA AAA	2.41 0.47
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	350,000.00	05/20/2025 4.84%	349,994.19 349,994.86	100.92 3.97%	353,229.77 489.81	0.18% 3,234.91	NA/AAA AAA	2.64 1.40
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	205,690.72	11/01/2023 5.74%	205,654.50 205,669.38	101.18 4.06%	208,124.35 323.96	0.11% 2,454.97	Aaa/NA AAA	2.73 0.69
89239FAD4	TAOT 2023-D A3 5.54 08/15/2028	193,782.92	11/07/2023 5.61%	193,762.03 193,770.30	101.15 4.08%	196,011.54 477.14	0.10% 2,241.24	NA/AAA AAA	2.88 0.75
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	666,144.11	02/13/2024 5.27%	666,115.14 666,125.55	100.95 3.99%	672,441.11 1,542.49	0.34% 6,315.56	Aaa/AAA NA	2.88 0.73
89238DAD0	TAOT 2024-A A3 4.83 10/16/2028	375,000.00	01/23/2024 4.89%	374,924.96 374,951.56	100.67 4.02%	377,499.79 805.00	0.19% 2,548.23	Aaa/AAA NA	3.04 0.78
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	180,000.00	03/11/2024 5.12%	179,989.92 179,993.24	101.09 4.09%	181,957.01 396.80	0.09% 1,963.77	Aaa/NA AAA	3.13 1.17
36268GAD7	GMCAR 2024-1 A3 4.85 12/18/2028	360,000.00	-- 4.90%	359,958.35 359,972.73	100.63 4.04%	362,271.92 727.50	0.18% 2,299.19	Aaa/NA AAA	3.22 0.73

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	320,000.00	06/04/2024 5.18%	319,951.39 319,964.86	101.18 3.92%	323,772.16 276.27	0.16% 3,807.30	Aaa/AAA NA	3.41 0.89
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	365,000.00	06/11/2024 5.81%	364,928.64 364,948.01	101.64 4.10%	371,003.48 843.56	0.19% 6,055.47	Aaa/NA AAA	3.45 1.41
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	570,000.00	04/16/2024 5.30%	569,883.15 569,916.94	102.07 3.88%	581,779.51 1,324.93	0.29% 11,862.57	NA/AAA AAA	3.54 1.45
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	365,000.00	06/06/2024 4.93%	364,979.52 364,984.99	101.69 3.88%	371,186.71 799.76	0.19% 6,201.73	Aaa/AAA NA	3.62 1.53
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	185,000.00	05/06/2025 4.71%	184,972.77 184,974.89	100.76 3.86%	186,409.59 329.92	0.09% 1,434.70	Aaa/AAA NA	4.54 1.66
Total ABS		**6,267,675.26**	**5.16%**	**6,263,653.06 6,265,430.14**	**101.00 4.01%**	**6,330,486.24 11,744.78**	**3.20% 65,056.10**		**2.78 0.95**
AGENCY									
3133EPJX4	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.625 02/17/2026	1,000,000.00	05/15/2023 3.89%	993,250.00 999,068.27	99.85 4.00%	998,548.04 4,430.56	0.50% (520.23)	Aa1/AA+ AA+	0.38 0.37
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	1,500,000.00	05/09/2023 3.90%	1,504,095.00 1,500,789.53	100.07 3.87%	1,501,055.99 25,500.00	0.76% 266.45	Aa1/AA+ AA+	0.57 0.55
3133EPVP7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 07/08/2026	1,000,000.00	12/06/2023 4.48%	1,006,424.00 1,001,905.42	100.83 3.64%	1,008,295.62 10,951.39	0.51% 6,390.20	Aa1/AA+ AA+	0.77 0.74
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00	11/09/2023 4.85%	1,003,740.00 1,001,137.44	101.04 3.72%	1,010,355.01 8,472.22	0.51% 9,217.57	Aa1/AA+ AA+	0.83 0.80
3130AXU63	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	1,000,000.00	11/30/2023 4.53%	1,002,530.00 1,000,963.36	101.01 3.70%	1,010,108.09 17,215.28	0.51% 9,144.73	Aa1/AA+ AA+	1.13 1.07
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	1,000,000.00	03/25/2024 4.45%	1,001,450.00 1,000,716.39	101.18 3.68%	1,011,752.13 625.00	0.51% 11,035.74	Aa1/AA+ AA+	1.48 1.43
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	865,000.00	04/10/2024 4.85%	862,716.40 863,840.44	101.62 3.65%	879,004.05 19,630.69	0.44% 15,163.61	Aa1/AA+ AA+	1.52 1.43
3133ERDS7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/06/2027	1,000,000.00	05/22/2024 4.70%	1,001,317.00 1,000,711.03	101.64 3.68%	1,016,359.22 19,131.94	0.51% 15,648.19	Aa1/AA+ AA+	1.60 1.50
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	1,000,000.00	06/26/2024 4.57%	1,001,530.00 1,000,876.31	101.39 3.77%	1,013,934.47 14,131.94	0.51% 13,058.16	Aa1/AA+ AA+	1.70 1.60

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3133ERMB4	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 07/23/2027	1,000,000.00	07/18/2024 4.26%	999,690.00 999,813.15	100.97 3.69%	1,009,654.48 8,027.78	0.51% 9,841.33	Aa1/AA+ AA+	1.81 1.72
3130ATUS4	FEDERAL HOME LOAN BANKS 4.25 12/10/2027	1,000,000.00	05/15/2023 3.66%	1,024,620.00 1,011,801.08	101.06 3.74%	1,010,561.68 13,104.17	0.51% (1,239.40)	Aa1/AA+ AA+	2.19 2.05
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	1,000,000.00	04/24/2023 3.76%	1,032,720.00 1,016,369.19	101.87 3.69%	1,018,684.62 2,625.00	0.51% 2,315.43	Aa1/AA+ AA+	2.44 2.29
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	1,000,000.00	07/06/2023 4.49%	978,470.00 988,228.03	100.92 3.64%	1,009,165.20 12,444.44	0.51% 20,937.17	Aa1/AA+ AA+	2.69 2.50
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	1,250,000.00	09/07/2023 4.49%	1,243,625.00 1,246,255.95	102.01 3.65%	1,275,153.84 3,493.92	0.64% 28,897.89	Aa1/AA+ AA+	2.94 2.73
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	1,250,000.00	10/12/2023 4.71%	1,238,412.50 1,243,014.08	102.22 3.70%	1,277,796.30 1,406.25	0.65% 34,782.22	Aa1/AA+ AA+	2.98 2.77
Total Agency		**15,865,000.00**	**4.36%**	**15,894,589.90** **15,875,489.69**	**101.17** **3.72%**	**16,050,428.73** **161,190.59**	**8.11%** **174,939.04**		**1.68** **1.58**
AGENCY CMBS									
3137BNGT5	FHMS K-054 A2 2.745 01/25/2026	852,963.24	02/15/2023 4.64%	809,948.57 849,176.30	99.44 4.12%	848,156.20 1,951.15	0.43% (1,020.11)	Aa1/AA+ AAA	0.32 0.28
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	710,000.00	11/29/2022 4.51%	664,903.91 699,753.95	98.82 3.87%	701,633.22 1,569.69	0.35% 1,879.27	Aa1/AA+ AAA	0.90 0.84
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	500,000.00	12/05/2022 4.27%	484,082.03 495,096.81	99.36 3.82%	496,817.15 1,429.17	0.25% 1,720.34	Aa1/AA+ AAA	1.32 1.13
3137F2LJ3	FHMS K-066 A2 3.117 06/25/2027	1,000,000.00	05/10/2023 3.93%	969,218.75 987,337.62	98.69 3.87%	986,937.10 2,597.50	0.50% (400.52)	Aa1/AA+ AAA	1.73 1.51
3137FAWS3	FHMS K-067 A2 3.194 07/25/2027	1,000,000.00	05/10/2023 3.92%	971,562.50 987,968.75	98.70 3.87%	986,954.00 2,661.67	0.50% (1,014.75)	Aaa/AA+ AA+	1.82 1.68
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	732,247.79	06/09/2023 4.41%	697,980.88 716,671.92	98.57 3.87%	721,797.52 1,944.73	0.36% 5,125.60	Aa1/AAA AA+	1.99 1.84
3137FETN0	FHMS K-073 A2 3.35 01/25/2028	965,000.00	05/24/2023 4.34%	927,455.47 946,597.14	98.78 3.86%	953,206.83 2,693.96	0.48% 6,609.70	Aa1/AA+ AAA	2.32 2.09
3137FKUP9	FHMS K-087 A2 3.771 12/25/2028	1,000,000.00	09/19/2025 3.79%	997,890.63 997,903.32	99.53 3.88%	995,305.40 3,142.50	0.50% (2,597.92)	Aa1/AAA AA+	3.24 2.83

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	1,000,000.00	04/30/2025 4.02%	987,617.19 988,997.17	99.29 3.87%	992,920.10 3,075.00	0.50% 3,922.93	Aaa/AA+ AA+	3.32 3.00
Total Agency CMBS		**7,760,211.03**	**4.17%**	**7,510,659.93** **7,669,502.98**	**99.02** **3.89%**	**7,683,727.51** **21,065.36**	**3.88%** **14,224.54**		**1.98** **1.78**
CASH									
90PITT$02	City of Pittsburg	55,955,607.25	-- 0.00%	55,955,607.25 55,955,607.25	1.00 0.00%	55,964,761.08 0.00	28.27% 9,153.83	NA/NA NA	0.00 0.00
90PITT$00	City of Pittsburg	6,935,691.51	06/30/2024 0.00%	6,935,691.51 6,935,691.51	1.00 0.00%	6,935,691.51 0.00	3.50% 0.00	NA/NA NA	0.00 0.00
CCYUSD	Receivable	3,121.39	--	3,121.39 3,121.39	1.00 0.00%	3,121.39 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
CCYUSD	Receivable	49,996.84	--	49,996.84 49,996.84	1.00 0.00%	49,996.84 0.00	0.03% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**62,944,416.99**	**0.00%**	**62,944,416.99** **62,944,416.99**	**1.00** **0.00%**	**62,953,570.82** **0.00**	**31.80%** **9,153.83**		**0.00** **0.00**
COMMERCIAL PAPER									
89233GXU5	Toyota Motor Credit Corporation 10/28/2025	1,000,000.00	01/31/2025 4.46%	967,450.00 996,745.00	99.68 4.13%	996,797.00 0.00	0.50% 52.00	P-1/A-1+ F1	0.08 0.07
62479LY74	MUFG Bank, Ltd., New York Branch 11/07/2025	2,000,000.00	02/13/2025 4.53%	1,935,029.99 1,990,996.67	99.57 4.20%	1,991,400.00 0.00	1.01% 403.33	P-1/A-1 NA	0.10 0.10
Total Commercial Paper		**3,000,000.00**	**4.51%**	**2,902,479.99** **2,987,741.67**	**99.61** **4.18%**	**2,988,197.00** **0.00**	**1.51%** **455.33**		**0.09** **0.09**
CORPORATE									
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	750,000.00	08/24/2023 5.19%	715,927.50 742,552.08	99.58 4.07%	746,857.94 10,329.17	0.38% 4,305.86	A2/A A	0.59 0.57
69371RR32	PACCAR FINANCIAL CORP 1.1 05/11/2026	600,000.00	02/10/2023 4.54%	538,422.00 588,434.59	98.32 3.91%	589,928.00 2,566.67	0.30% 1,493.42	A1/A+ NA	0.61 0.60
89236TJK2	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	250,000.00	01/11/2023 4.55%	223,112.50 244,416.33	97.99 4.01%	244,967.87 804.69	0.12% 551.53	A1/A+ A+	0.71 0.70

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
857477CD3	STATE STREET CORP 5.272 08/03/2026	350,000.00	07/31/2023 5.27%	350,000.00 350,000.00	100.95 4.10%	353,316.20 2,972.82	0.18% 3,316.20	Aa3/A AA-	0.84 0.73
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	500,000.00	08/24/2023 5.48%	500,680.00 500,186.92	101.24 4.07%	506,220.21 3,300.25	0.26% 6,033.29	Aa2/A+ AA	0.88 0.77
437076CV2	HOME DEPOT INC 4.95 09/30/2026	500,000.00	11/30/2023 4.86%	501,140.00 500,379.62	101.04 3.88%	505,191.40 68.75	0.26% 4,811.78	A2/A A	1.00 0.89
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	335,000.00	10/30/2023 5.88%	335,000.00 335,000.00	101.95 4.01%	341,548.70 8,265.03	0.17% 6,548.70	Aa3/A+ AA-	1.08 0.94
438516BL9	HONEYWELL INTERNATIONAL INC 2.5 11/01/2026	750,000.00	05/10/2023 3.96%	714,847.50 739,030.43	98.39 4.03%	737,937.71 7,812.50	0.37% (1,092.71)	A2/A A	1.09 1.04
713448FW3	PEPSICO INC 5.125 11/10/2026	275,000.00	11/08/2023 5.13%	274,925.75 274,972.56	101.31 3.90%	278,616.20 5,520.05	0.14% 3,643.64	A1/A+ NA	1.11 0.97
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	500,000.00	01/18/2024 4.52%	499,705.00 499,873.38	100.79 3.85%	503,941.95 5,187.50	0.25% 4,068.57	A1/A A+	1.27 1.21
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	665,000.00	01/10/2024 4.88%	664,833.75 664,927.95	101.15 3.95%	672,677.60 6,483.75	0.34% 7,749.65	A1/A AA-	1.30 1.24
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	1,000,000.00	-- 4.81%	999,831.60 999,917.03	101.20 3.91%	1,012,005.60 4,666.67	0.51% 12,088.57	A1/AA- NA	1.41 1.26
857477CL5	STATE STREET CORP 4.993 03/18/2027	325,000.00	03/13/2024 4.99%	325,000.00 325,000.00	101.54 3.90%	330,002.52 585.98	0.17% 5,002.52	Aa3/A AA-	1.46 1.32
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	600,000.00	09/12/2022 4.08%	597,906.00 599,277.76	100.16 3.90%	600,934.75 9,400.00	0.30% 1,656.99	A2/A+ A+	1.61 1.44
14913UAL4	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027	1,000,000.00	05/15/2024 4.89%	1,002,930.00 1,001,583.06	101.74 3.88%	1,017,352.43 19,027.78	0.51% 15,769.37	A2/A A+	1.62 1.52
09290DAH4	BLACKROCK INC 4.6 07/26/2027	530,000.00	07/17/2024 4.60%	529,984.10 529,990.37	101.33 3.83%	537,053.57 4,401.94	0.27% 7,063.20	Aa3/AA- NA	1.82 1.64
69371RT30	PACCAR FINANCIAL CORP 4.45 08/06/2027	560,000.00	08/01/2024 4.50%	559,255.20 559,541.56	101.15 3.80%	566,427.20 3,807.22	0.29% 6,885.65	A1/A+ NA	1.85 1.75
532457CP1	ELI LILLY AND CO 4.15 08/14/2027	470,000.00	08/12/2024 4.18%	469,619.30 469,762.89	100.65 3.78%	473,065.74 2,546.49	0.24% 3,302.86	Aa3/A+ NA	1.87 1.70
023135BC9	AMAZON.COM INC 3.15 08/22/2027	750,000.00	06/26/2024 4.90%	712,095.00 727,276.76	98.91 3.75%	741,833.87 2,559.38	0.37% 14,557.11	A1/AA AA-	1.89 1.81

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
66815L2T5	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.11 09/12/2027	545,000.00	09/05/2024 4.11%	544,983.65 544,989.38	100.23 3.98%	546,260.56 1,182.20	0.28% 1,271.17	Aa1/AA+ AAA	1.95 1.85
58989V2J2	MET TOWER GLOBAL FUNDING 4.0 10/01/2027	750,000.00	10/11/2024 4.23%	745,132.50 746,712.97	99.95 4.02%	749,661.65 15,000.00	0.38% 2,948.68	Aa3/AA- AA-	2.00 1.90
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	08/22/2024 4.19%	722,842.50 732,399.67	98.04 3.96%	735,326.36 10,202.08	0.37% 2,926.69	A2/A+ A	2.04 1.93
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	375,000.00	01/06/2025 4.66%	374,887.50 374,914.78	101.63 3.89%	381,128.10 4,068.75	0.19% 6,213.32	A1/A A+	2.27 2.12
89115A3E0	TORONTO-DOMINION BANK 4.861 01/31/2028	825,000.00	01/28/2025 4.86%	825,000.00 825,000.00	101.75 4.06%	839,418.97 6,795.27	0.42% 14,418.97	A2/A- AA-	2.34 2.17
00287YDY2	ABBVIE INC 4.65 03/15/2028	470,000.00	02/18/2025 4.70%	469,374.90 469,496.77	101.65 3.94%	477,742.23 971.33	0.24% 8,245.46	A3/A- NA	2.46 2.23
57629TBW6	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028	720,000.00	03/20/2025 4.49%	719,143.20 719,290.17	100.99 4.03%	727,133.44 356.00	0.37% 7,843.27	Aa3/AA+ AA+	2.49 2.34
64953BBW7	NEW YORK LIFE GLOBAL FUNDING 4.4 04/25/2028	530,000.00	04/22/2025 4.43%	529,629.00 529,682.82	101.02 3.98%	535,389.52 10,105.33	0.27% 5,706.69	Aa1/AA+ AAA	2.57 2.36
90331HPS6	US BANK NA 4.73 05/15/2028	660,000.00	05/12/2025 4.88%	660,000.00 660,000.00	100.89 4.49%	665,845.03 11,793.47	0.34% 5,845.03	A2/A+ A+	2.62 1.52
87612EBU9	TARGET CORP 4.35 06/15/2028	280,000.00	06/05/2025 4.35%	279,997.20 279,997.49	100.99 3.96%	282,784.68 3,755.50	0.14% 2,787.19	A2/A A	2.71 2.43
63743HFZ0	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.15 08/25/2028	480,000.00	08/19/2025 4.19%	479,462.40 479,480.55	100.27 4.05%	481,297.37 1,992.00	0.24% 1,816.82	A2/NA A	2.90 2.62
437076DH2	HOME DEPOT INC 3.75 09/15/2028	285,000.00	09/08/2025 3.77%	284,814.75 284,817.45	99.64 3.88%	283,971.29 475.00	0.14% (846.17)	A2/A A	2.96 2.77
46647PEU6	JPMORGAN CHASE & CO 4.915 01/24/2029	430,000.00	01/16/2025 4.92%	430,000.00 430,000.00	101.80 4.34%	437,752.45 3,933.37	0.22% 7,752.45	A1/A AA-	3.32 2.15
89236TMK8	TOYOTA MOTOR CREDIT CORP 4.55 08/09/2029	750,000.00	02/27/2025 4.58%	748,965.00 749,102.11	101.53 4.12%	761,461.84 4,929.17	0.38% 12,359.73	A1/A+ A+	3.86 3.49
713448GH5	PEPSICO INC 4.3 07/23/2030	500,000.00	07/29/2025 4.32%	499,530.00 499,546.03	100.61 4.16%	503,049.92 4,061.11	0.25% 3,503.89	A1/A+ NA	4.81 4.21
Total Corporate		**19,060,000.00**	**4.64%**	**18,828,977.80** **18,977,553.48**	**100.58** **3.98%**	**19,168,102.84** **179,927.21**	**9.68%** **190,549.36**		**1.92** **1.72**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
EQUITY MUTUAL FUND									
90PARS$00	City of Pittsburg	4,717,143.94	-- 0.00%	4,717,143.94 4,717,143.94	1.07 0.00%	5,038,840.62 0.00	2.55% 321,696.68	NA/NA NA	0.00 0.00
Total Equity Mutual Fund		**4,717,143.94**	**0.00%**	**4,717,143.94** **4,717,143.94**	**1.07** **0.00%**	**5,038,840.62** **0.00**	**2.55%** **321,696.68**		**0.00** **0.00**
INVESTMENT POOL									
90PITT$01	City of Pittsburg	22,427,473.09	-- 0.00%	22,427,473.09 22,427,473.09	1.00 0.00%	22,470,748.72 0.00	11.35% 43,275.63	NA/NA NA	0.00 0.00
Total Investment Pool		**22,427,473.09**	**0.00%**	**22,427,473.09** **22,427,473.09**	**1.00** **0.00%**	**22,470,748.72** **0.00**	**11.35%** **43,275.63**		**0.00** **0.00**
MONEY MARKET FUND									
94975H254	ALLSPRING:GOVT MM S	606,021.28	-- 3.71%	606,021.28 606,021.28	1.00 3.71%	606,021.28 0.00	0.31% 0.00	Aaa/AAAm AAA	0.00 0.00
94975H254	ALLSPRING:GOVT MM S	16,178,250.35	-- 3.71%	16,178,250.35 16,178,250.35	1.00 3.71%	16,178,250.35 0.00	8.17% 0.00	Aaa/AAAm AAA	0.00 0.00
Total Money Market Fund		**16,784,271.63**	**3.71%**	**16,784,271.63** **16,784,271.63**	**1.00** **3.71%**	**16,784,271.63** **0.00**	**8.48%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
4581X0EK0	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026	750,000.00	06/27/2023 4.53%	749,422.50 749,874.99	100.34 3.94%	752,544.24 12,750.00	0.38% 2,669.25	Aaa/AAA NA	0.62 0.60
45950KDF4	INTERNATIONAL FINANCE CORP 4.375 01/15/2027	710,000.00	11/29/2023 4.49%	707,685.40 709,040.34	100.71 3.80%	715,026.10 6,559.14	0.36% 5,985.76	Aaa/AAA NA	1.29 1.23
459058LT8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	660,000.00	04/29/2025 3.70%	658,534.80 658,732.84	99.91 3.66%	659,432.72 9,636.46	0.33% 699.88	Aaa/AAA NA	2.60 2.42

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
				2,115,642.70	**100.33**	**2,127,003.05**	**1.07%**		**1.46**
Total Supranational		**2,120,000.00**	**4.26%**	**2,117,648.16**	**3.81%**	**28,945.60**	**9,354.89**		**1.38**
US TREASURY									
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	1,000,000.00	06/02/2022 2.88%	1,004,023.44 1,000,096.87	99.90 4.14%	999,035.20 12,554.35	0.50% (1,061.67)	Aa1/AA+ AA+	0.08 0.08
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	3,000,000.00	10/31/2024 4.32%	2,961,562.50 2,996,840.75	99.90 4.14%	2,997,105.60 37,663.04	1.51% 264.85	Aa1/AA+ AA+	0.08 0.08
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	1,000,000.00	08/25/2022 3.36%	966,093.75 998,703.67	99.79 3.95%	997,890.62 8,498.64	0.50% (813.05)	Aa1/AA+ AA+	0.13 0.12
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	3,500,000.00	11/26/2024 4.46%	3,427,539.06 3,490,762.77	99.79 3.95%	3,492,617.17 29,745.24	1.76% 1,854.40	Aa1/AA+ AA+	0.13 0.12
9128285T3	UNITED STATES TREASURY 2.625 12/31/2025	1,000,000.00	08/25/2022 3.34%	977,421.88 998,320.03	99.66 3.99%	996,601.56 6,633.83	0.50% (1,718.47)	Aa1/AA+ AA+	0.25 0.24
91282CJS1	UNITED STATES TREASURY 4.25 12/31/2025	2,000,000.00	01/02/2025 4.22%	2,000,625.00 2,000,157.11	100.07 3.92%	2,001,390.62 21,480.98	1.01% 1,233.51	Aa1/AA+ AA+	0.25 0.24
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	1,500,000.00	01/30/2025 4.25%	1,443,632.81 1,481,159.46	98.81 4.01%	1,482,146.49 947.69	0.75% 987.03	Aa1/AA+ AA+	0.34 0.33
912828P46	UNITED STATES TREASURY 1.625 02/15/2026	1,500,000.00	02/27/2025 4.23%	1,463,437.50 1,485,769.71	99.14 3.95%	1,487,167.97 3,113.11	0.75% 1,398.26	Aa1/AA+ AA+	0.38 0.37
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	1,000,000.00	08/29/2022 3.39%	961,640.63 994,695.92	99.23 3.83%	992,265.62 61.81	0.50% (2,430.30)	Aa1/AA+ AA+	0.50 0.49
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	1,500,000.00	05/09/2023 3.65%	1,418,964.84 1,474,144.42	98.12 3.73%	1,471,757.82 11,331.52	0.74% (2,386.60)	Aa1/AA+ AA+	1.13 1.09
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	1,000,000.00	11/29/2022 4.06%	930,585.94 977,343.40	98.09 3.69%	980,898.44 2,873.64	0.50% 3,555.04	Aa1/AA+ AA+	1.38 1.33
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	1,500,000.00	02/13/2024 4.39%	1,427,167.97 1,464,174.85	98.62 3.65%	1,479,316.41 17,262.23	0.75% 15,141.56	Aa1/AA+ AA+	1.58 1.51
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	1,250,000.00	11/03/2022 4.44%	1,187,792.97 1,226,676.94	99.35 3.63%	1,241,894.53 10,266.64	0.63% 15,217.58	Aa1/AA+ AA+	1.75 1.67
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	800,000.00	01/30/2023 3.72%	779,968.75 791,625.69	99.07 3.63%	792,593.75 2,140.88	0.40% 968.06	Aa1/AA+ AA+	1.92 1.84

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,500,000.00	05/16/2023 3.59%	1,417,031.25 1,460,863.80	97.22 3.62%	1,458,281.25 12,747.96	0.74% (2,582.55)	Aa1/AA+ AA+	2.13 2.03
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	1,250,000.00	09/27/2024 3.51%	1,220,019.53 1,228,918.84	98.02 3.63%	1,225,244.14 4,390.29	0.62% (3,674.70)	Aa1/AA+ AA+	2.38 2.26
91282CHX2	UNITED STATES TREASURY 4.375 08/31/2028	1,000,000.00	11/12/2024 4.34%	1,001,250.00 1,000,961.19	102.04 3.63%	1,020,351.56 3,746.55	0.52% 19,390.37	Aa1/AA+ AA+	2.92 2.71
91282CDF5	UNITED STATES TREASURY 1.375 10/31/2028	1,500,000.00	08/27/2025 3.62%	1,399,687.50 1,402,627.69	93.45 3.64%	1,401,679.68 8,631.11	0.71% (948.01)	Aa1/AA+ AA+	3.08 2.95
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	1,500,000.00	04/18/2024 4.72%	1,402,792.96 1,433,624.64	98.48 3.64%	1,477,148.43 17,705.50	0.75% 43,523.79	Aa1/AA+ AA+	3.13 2.91
91282CEM9	UNITED STATES TREASURY 2.875 04/30/2029	1,500,000.00	09/18/2025 3.60%	1,463,378.91 1,463,712.08	97.35 3.67%	1,460,273.43 18,046.88	0.74% (3,438.65)	Aa1/AA+ AA+	3.58 3.32
9128286T2	UNITED STATES TREASURY 2.375 05/15/2029	1,000,000.00	03/17/2025 4.08%	935,390.63 943,769.86	95.64 3.67%	956,406.25 8,970.79	0.48% 12,636.39	Aa1/AA+ AA+	3.62 3.39
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	1,000,000.00	11/05/2024 4.20%	991,445.31 993,074.07	101.11 3.69%	1,011,054.69 6,739.13	0.51% 17,980.62	Aa1/AA+ AA+	3.83 3.50
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	1,750,000.00	12/13/2024 4.27%	1,665,712.89 1,679,883.32	97.95 3.69%	1,714,179.69 4,683.18	0.87% 34,296.36	Aa1/AA+ AA+	3.92 3.64
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	1,000,000.00	06/16/2025 4.01%	999,687.50 999,708.24	101.13 3.70%	1,011,250.00 16,739.13	0.51% 11,541.76	Aa1/AA+ AA+	4.08 3.68
91282CFY2	UNITED STATES TREASURY 3.875 11/30/2029	1,000,000.00	06/06/2025 4.02%	993,984.38 994,403.82	100.64 3.71%	1,006,445.31 13,022.54	0.51% 12,041.49	Aa1/AA+ AA+	4.17 3.77
91282CGB1	UNITED STATES TREASURY 3.875 12/31/2029	1,200,000.00	07/30/2025 3.91%	1,198,125.00 1,198,197.03	100.64 3.71%	1,207,687.50 11,751.36	0.61% 9,490.47	Aa1/AA+ AA+	4.25 3.85
Total US Treasury		**36,750,000.00**	**4.03%**	**35,638,962.90 36,180,216.17**	**98.98 3.81%**	**36,362,683.72 291,748.04**	**18.37% 182,467.55**		**1.73 1.62**
Total Portfolio		**197,696,191.94**	**2.30%**	**196,028,271.93 196,946,887.93**	**46.32 2.08%**	**197,958,060.88 694,621.58**	**100.00% 1,011,172.95**		**0.82 0.71**
Total Market Value + Accrued						**198,652,682.46**			

CHANDLER ASSET MANAGEMENT

TRANSACTIONS

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/31/2025	713448GH5	500,000.00	PEPSICO INC 4.3 07/23/2030	99.906	4.32%	(499,530.00)	(477.78)	(500,007.78)	0.00
Purchase	07/31/2025	91282CGB1	1,200,000.00	UNITED STATES TREASURY 3.875 12/31/2029	99.844	3.91%	(1,198,125.00)	(3,917.12)	(1,202,042.12)	0.00
Purchase	08/25/2025	63743HFZ0	480,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.15 08/25/2028	99.888	4.19%	(479,462.40)	0.00	(479,462.40)	0.00
Purchase	08/28/2025	91282CDF5	1,500,000.00	UNITED STATES TREASURY 1.375 10/31/2028	93.313	3.62%	(1,399,687.50)	(6,725.54)	(1,406,413.04)	0.00
Purchase	09/15/2025	437076DH2	285,000.00	HOME DEPOT INC 3.75 09/15/2028	99.935	3.77%	(284,814.75)	0.00	(284,814.75)	0.00
Purchase	09/19/2025	91282CEM9	1,500,000.00	UNITED STATES TREASURY 2.875 04/30/2029	97.559	3.60%	(1,463,378.91)	(16,640.63)	(1,480,019.54)	0.00
Purchase	09/24/2025	3137FKUP9	1,000,000.00	FHMS K-087 A2 3.771 12/25/2028	99.789	3.79%	(997,890.63)	(2,409.25)	(1,000,299.88)	0.00
Total Purchase			**6,465,000.00**				**(6,322,889.19)**	**(30,170.32)**	**(6,353,059.51)**	**0.00**
TOTAL ACQUISITIONS			**6,465,000.00**				**(6,322,889.19)**	**(30,170.32)**	**(6,353,059.51)**	**0.00**
DISPOSITIONS										
Maturity	08/15/2025	26442UAA2	(500,000.00)	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	100.000	3.21%	500,000.00	0.00	500,000.00	0.00
Maturity	08/25/2025	3135G05X7	(1,000,000.00)	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	100.000	1.76%	1,000,000.00	0.00	1,000,000.00	0.00
Maturity	08/26/2025	57629WDK3	(750,000.00)	MASSMUTUAL GLOBAL FUNDING II 4.15 08/26/2025	100.000	4.74%	750,000.00	0.00	750,000.00	0.00

TRANSACTION LEDGER

City of Pittsburg | Account #10607|07/01/2025 Through 09/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Maturity	09/09/2025	931142EW9	(155,000.00)	WALMART INC 3.9 09/09/2025	100.000	3.92%	155,000.00	0.00	155,000.00	0.00
Total Maturity			**(2,405,000.00)**				**2,405,000.00**	**0.00**	**2,405,000.00**	**0.00**
Sale	07/31/2025	91282CEF4	(1,100,000.00)	UNITED STATES TREASURY 2.5 03/31/2027	97.695	4.46%	1,074,648.44	9,166.67	1,083,815.11	7,109.72
Sale	09/22/2025	9128285C0	(750,000.00)	UNITED STATES TREASURY 3.0 09/30/2025	99.973	2.90%	749,794.92	10,758.20	760,553.12	(219.93)
Total Sale			**(1,850,000.00)**				**1,824,443.36**	**19,924.87**	**1,844,368.23**	**6,889.80**
TOTAL DISPOSITIONS			**(4,255,000.00)**				**4,229,443.36**	**19,924.87**	**4,249,368.23**	**6,889.80**

TRANSACTION LEDGER

City of Pittsburg Liquidity | Account #10617|07/01/2025 Through 09/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	07/03/2025	912797NX1	(2,000,000.00)	UNITED STATES TREASURY 07/03/2025	100.000	4.28%	2,000,000.00	0.00	2,000,000.00	0.00
Maturity	07/10/2025	912797LW5	(2,000,000.00)	UNITED STATES TREASURY 07/10/2025	100.000	4.22%	2,000,000.00	0.00	2,000,000.00	0.00
Maturity	08/07/2025	912797MG9	(2,000,000.00)	UNITED STATES TREASURY 08/07/2025	100.000	4.25%	2,000,000.00	0.00	2,000,000.00	0.00
Maturity	09/04/2025	912797MH7	(2,000,000.00)	UNITED STATES TREASURY 09/04/2025	100.000	4.24%	2,000,000.00	0.00	2,000,000.00	0.00
Total Maturity			**(8,000,000.00)**				**8,000,000.00**	**0.00**	**8,000,000.00**	**0.00**
TOTAL DISPOSITIONS			**(8,000,000.00)**				**8,000,000.00**	**0.00**	**8,000,000.00**	**0.00**

TRANSACTION LEDGER

CHANDLER ASSET MANAGEMENT

City of Pittsburg Managed/Reporting Cons | Account #10639|07/01/2025 Through 09/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/31/2025	713448GH5	500,000.00	PEPSICO INC 4.3 07/23/2030	99.906	4.32%	(499,530.00)	(477.78)	(500,007.78)	0.00
Purchase	07/31/2025	91282CGB1	1,200,000.00	UNITED STATES TREASURY 3.875 12/31/2029	99.844	3.91%	(1,198,125.00)	(3,917.12)	(1,202,042.12)	0.00
Purchase	08/25/2025	63743HFZ0	480,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.15 08/25/2028	99.888	4.19%	(479,462.40)	0.00	(479,462.40)	0.00
Purchase	08/28/2025	91282CDF5	1,500,000.00	UNITED STATES TREASURY 1.375 10/31/2028	93.313	3.62%	(1,399,687.50)	(6,725.54)	(1,406,413.04)	0.00
Purchase	09/15/2025	437076DH2	285,000.00	HOME DEPOT INC 3.75 09/15/2028	99.935	3.77%	(284,814.75)	0.00	(284,814.75)	0.00
Purchase	09/19/2025	91282CEM9	1,500,000.00	UNITED STATES TREASURY 2.875 04/30/2029	97.559	3.60%	(1,463,378.91)	(16,640.63)	(1,480,019.54)	0.00
Purchase	09/24/2025	3137FKUP9	1,000,000.00	FHMS K-087 A2 3.771 12/25/2028	99.789	3.79%	(997,890.63)	(2,409.25)	(1,000,299.88)	0.00
Purchase	09/30/2025	90PARS$00	189,436.55	City of Pittsburg	1.000	0.00%	(189,436.55)	0.00	(189,436.55)	0.00
Total Purchase			**6,654,436.55**				**(6,512,325.74)**	**(30,170.32)**	**(6,542,496.06)**	**0.00**
TOTAL ACQUISITIONS			**6,654,436.55**				**(6,512,325.74)**	**(30,170.32)**	**(6,542,496.06)**	**0.00**
DISPOSITIONS										
Maturity	07/03/2025	912797NX1	(2,000,000.00)	UNITED STATES TREASURY 07/03/2025	100.000	4.28%	2,000,000.00	0.00	2,000,000.00	0.00
Maturity	07/10/2025	912797LW5	(2,000,000.00)	UNITED STATES TREASURY 07/10/2025	100.000	4.22%	2,000,000.00	0.00	2,000,000.00	0.00
Maturity	08/07/2025	912797MG9	(2,000,000.00)	UNITED STATES TREASURY 08/07/2025	100.000	4.25%	2,000,000.00	0.00	2,000,000.00	0.00

TRANSACTION LEDGER

City of Pittsburg Managed/Reporting Cons | Account #10639|07/01/2025 Through 09/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Maturity	08/15/2025	26442UAA2	(500,000.00)	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	100.000	3.21%	500,000.00	0.00	500,000.00	0.00
Maturity	08/25/2025	3135G05X7	(1,000,000.00)	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	100.000	1.76%	1,000,000.00	0.00	1,000,000.00	0.00
Maturity	08/26/2025	57629WDK3	(750,000.00)	MASSMUTUAL GLOBAL FUNDING II 4.15 08/26/2025	100.000	4.74%	750,000.00	0.00	750,000.00	0.00
Maturity	09/04/2025	912797MH7	(2,000,000.00)	UNITED STATES TREASURY 09/04/2025	100.000	4.24%	2,000,000.00	0.00	2,000,000.00	0.00
Maturity	09/09/2025	931142EW9	(155,000.00)	WALMART INC 3.9 09/09/2025	100.000	3.92%	155,000.00	0.00	155,000.00	0.00
Total Maturity			**(10,405,000.00)**				**10,405,000.00**	**0.00**	**10,405,000.00**	**0.00**
Sale	07/31/2025	91282CEF4	(1,100,000.00)	UNITED STATES TREASURY 2.5 03/31/2027	97.695	4.46%	1,074,648.44	9,166.67	1,083,815.11	7,109.72
Sale	09/22/2025	9128285C0	(750,000.00)	UNITED STATES TREASURY 3.0 09/30/2025	99.973	2.90%	749,794.92	10,758.20	760,553.12	(219.93)
Sale	09/30/2025	90PITT$01	(16,078,122.07)	City of Pittsburg	1.000	0.00%	16,078,122.07	0.00	16,078,122.07	0.00
Total Sale			**(17,928,122.07)**				**17,902,565.43**	**19,924.87**	**17,922,490.30**	**6,889.80**
TOTAL DISPOSITIONS			**(28,333,122.07)**				**28,307,565.43**	**19,924.87**	**28,327,490.30**	**6,889.80**

2025 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc ("IDS"), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

Benchmark	Disclosure
ICE BofA 1-3 Yr US Treasury & Agency Index	The ICE BofA 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Accept and File Special Tax and Bond Accountability Report (Senate Bill 165) for Fiscal Year 2024-25 for the Community Facilities District No. 2004-01 (San Marco), Community Facilities District 2005-1 (Public Safety Services), Community Facilities District 2005-2 (Vista Del Mar) Facilities Tax, Community Facilities District 2005-2 (Vista Del Mar) Services Tax, Community Facilities District 2007-1 (Park Maintenance Services), Community Facilities District 2009-01 (San Marco), Community Facilities District 2016-1 (Maintenance of Project Facilities), Community Facilities District 2017-1 (Fire Protection and Emergency Services), and Community Facilities District 2021-1 (Tuscany Meadows)

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

Pursuant to Sections 50075.3 and 53411, the Director of Finance shall file a report, at least once a year, with the governing body in compliance with the reporting requirements relative to special taxes collected and bonds issued by the City.

FISCAL IMPACT

There is no fiscal impact from acceptance of this report.

RECOMMENDATION

City Council accept the Special Tax and Bond Accountability Report (Senate Bill 165) for Fiscal Year 2024-25.

BACKGROUND

Senate Bill 165 of 2000 was signed by the Governor, enacting the Local Agency Special Tax and Bond Accountability Act, which requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, requires that the proceeds of the special tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds.

The City of Pittsburg formed Community Facilities District No. 2004-01 (San Marco) to provide funding for police protection services to the San Marco subdivision. This district was formed under the terms of the Act to finance costs of public facilities necessary or incidental to new development in the City. No bonds were issued for this district and the special tax is projected to be levied in perpetuity.

The City of Pittsburg formed Community Facilities District No. 2005-1 (Public Safety Services) to provide funding for police protection services for the residents of this district. This district was formed under the terms of the Act to finance costs of public facilities necessary or incidental to new development in the City. No bonds were issued for this district and the special tax is projected to be levied in perpetuity.

The City of Pittsburg formed Community Facilities District No. 2005-2 (Vista Del Mar) Facilities Tax to provide funding for acquisition of public infrastructure improvements necessary for the development of property within this district. This district was formed under the terms of the Act to finance costs of public facilities necessary or incidental to new development in the City. The original bonds for this district were issued in 2005 and then subsequently refinanced in 2015. In no event shall the facilities special tax be levied after fiscal year 2050/51.

The City of Pittsburg formed Community Facilities District No. 2005-2 (Vista Del Mar) Services Tax to provide funding for police protection services for the residents in this district. This district was formed under the terms of the Act to finance costs of public facilities necessary or incidental to new development in the City. No bonds were issued for this district and the special tax is projected to be levied in perpetuity.

The City of Pittsburg formed Community Facilities District No. 2007-1 (Park Maintenance Services) to provide funding for maintenance, operations and repair of parks and related facilities, including replacement, as needed, of related facilities. This district was formed under the terms of the Act to finance costs of public facilities necessary or incidental to new development in the City. No bonds were issued for this district and the special tax is projected to be levied in perpetuity.

The City of Pittsburg formed Community Facilities District No. 2009-01 (San Marco) to provide funding for acquisition of public infrastructure improvements necessary for development of property within this district. The infrastructure to be financed includes

mass grading and remedial grading, street construction, storm drain mains and structures, sanitary sewer mains and manholes, water mains, public landscaping and irrigating, water reservoirs, pump station transmission mains, joint utility mains, and street lighting, traffic signals and signal interconnects, traffic control, erosion control, soundwalls, and construction management. This district was formed under the terms of the Act to finance costs of public facilities necessary or incidental to new development in the City. No bonds have been issued as of June 30, 2025. However, in no event shall the facilities special tax be levied after fiscal year 2060/61.

The City of Pittsburg formed Community Facilities District No. 2016-1 (Maintenance of Project Facilities) to provide funding for maintenance, operations and repair of permanent storm drainage facilities for treatment and flow control, fencing and gates, entry monuments and signage, soundwalls, landscaping and irrigation. This district was formed under the terms of the Act to finance costs of public facilities necessary or incidental to new development in the City. No bonds were issued for this district and the special tax is projected to be levied in perpetuity.

The City of Pittsburg formed Community Facilities District No. 2017-1 (Fire Protection and Emergency Services) to provide funding for acquisition of public infrastructure improvements necessary for development of property within this district. The infrastructure to be financed includes fire facilities, including but not limited to fire stations, apparatus and equipment. This district was formed under the terms of the Act to finance costs of public facilities necessary or incidental to new development in the City. No bonds have been issued as of June 30, 2025. However, in no event shall the facilities special tax be levied after fiscal year 2057/58.

The City of Pittsburg formed Community Facilities District No. 2021-1 (Tuscany Meadows) to provide funding for acquisition of public infrastructure improvements necessary for development of property within this district. The infrastructure to be financed includes mass grading and remedial grading, street construction, storm drain mains and structures, sanitary sewer mains and manholes, water mains, public landscaping and irrigating, water reservoirs, pump station transmission mains joint utility mains and street lighting, traffic signals and signal interconnects, traffic control, erosion control, soundwalls, and construction management. This district was formed under the terms of the Act to finance costs of public facilities necessary or incidental to new development in the City. No bonds have been issued as of June 30, 2025. However, in no event shall the facilities special tax be levied after fiscal year 2060/61.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001 in accordance with Section 50075.1 or Section 53410 of the

California Government Code. As special tax measures, the Community Facilities District No. 2004-01 (San Marco), Community Facilities District 2005-1 (Public Safety Services), Community Facilities District 2005-2 (Vista Del Mar) Facilities Tax, Community Facilities District 2005-2 (Vista Del Mar) Services Tax, Community Facilities District 2007-1 (Park Maintenance Services), Community Facilities District 2009-01 (San Marco), Community Facilities District 2016-1 (Maintenance of Project Facilities), Community Facilities District 2017-1 (Fire Protection and Emergency Services), and Community Facilities District 2021-1 (Tuscany Meadows) fall within these requirements.

The attached annual report includes the required information for the above-listed Community Facilities Districts intended to comply with the requirements of the Local Agency Special Tax Bond and Accountability Act.

ATTACHMENTS: FY 2024/25 Community Facilities Districts Special Tax and Bond Accountability Report

Report Prepared By: Elena Adair, Finance Director

GOODWIN CONSULTING GROUP

CITY OF PITTSBURG
COMMUNITY FACILITIES DISTRICTS

SPECIAL TAX AND BOND ACCOUNTABILITY REPORT
(SENATE BILL 165)

FISCAL YEAR 2024-25

November 26, 2025

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City of Pittsburg
Community Facilities Districts
Special Tax and Bond Accountability Report

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I. INTRODUCTION

On September 18, 2000, former Governor Gray Davis signed Senate Bill 165 which enacted the Local Agency Special Tax and Bond Accountability Act. In approving the bill, the Legislature declared that local agencies need to demonstrate to the voters that special taxes and bond proceeds are being spent on the facilities and services for which they were intended. To further this objective, the Legislature added Sections 50075.3 and 53411 to the California Government Code setting forth annual reporting requirements relative to special taxes collected and bonds issued by a local public agency.

The City of Pittsburg ("City") has levied special taxes in several community facilities districts ("CFDs") in fiscal year 2024-25. Furthermore, the City has issued special tax bonds in connection with one of those CFDs in prior years. This report serves to satisfy the annual reporting requirements described above for the CFDs listed in the table below.

City of Pittsburg
Required SB 165 Reports for Community Facilities Districts
Fiscal Year 2024-25

CFD Name	Report for GC §50075.3 Required	Report for GC §53411 Required
CFD No. 2004-01 (San Marco)	Yes	No
CFD No. 2005-1 (Public Safety Services)	Yes	No
CFD No. 2005-2 (Vista Del Mar) – Facilities Tax	Yes	Yes
CFD No. 2005-2 (Vista Del Mar) – Services Tax	Yes	No
CFD No. 2007-1 (Park Maintenance Services)	Yes	No
CFD 2009-01 (San Marco)	Yes	No
CFD No. 2016-1 (Maintenance of Project Facilities)	Yes	No
CFD No. 2017-1 (Fire Protection and Emergency Services)	Yes	No
CFD No. 2021-1 (Tuscany Meadows)	Yes	No

II. SENATE BILL 165 REPORTING REQUIREMENTS

Pursuant to Sections 50075.3 and 53411, the chief fiscal officer of the public agency will, by January 1, 2002, and at least once a year thereafter, file a report with the governing body setting forth the following information.

Section 50075.3

Item (a): Identify the amount of special taxes that have been collected and expended.

See Tables in Appendix A for each CFD.

Item (b): Identify the status of any project required or authorized to be funded by the special taxes.

See Tables in Appendix A for each CFD. The authorized facilities and/or services to be funded from special taxes are described in Section III of this Report for each CFD.

Section 53411

Item (a): Identify the amount of bonds that have been collected and expended.

See Table in Appendix B for CFD No. 2005-2.

Item (b): Identify the status of any project required or authorized to be funded from bond proceeds.

See Table in Appendix B for CFD No. 2005-2.

III. AUTHORIZED FACILITIES AND SERVICES

CFD No. 2004-01 (San Marco)

Authorized Services

The Resolution of Formation authorizes the district to fund certain services within the CFD. These services include police protection services to the San Marco subdivision.

CFD No. 2005-1 (Public Safety Services)

Authorized Services

The Resolution of Formation authorizes the district to fund certain services within the CFD. These services include police protection services for the residents of CFD No. 2005-1.

CFD No. 2005-2 (Vista Del Mar)

Authorized Facilities

Proceeds of the Bonds will primarily be used to finance a portion of the costs of acquiring public infrastructure improvements necessary for development of property within the CFD. The infrastructure authorized to be financed by the CFD is identified in the Resolution of Formation. Generally, the infrastructure authorized to be financed includes: West Leland Road facilities, Phase 1 and 2 Water Master Plan facilities, Phase 3 Water Master Plan facilities, existing water facilities buy in for Vista Del Mar, City Park facilities, City Traffic facilities, Off-Site City Traffic facilities, and detention basin facilities.

Authorized Services

The Resolution of Formation authorizes the district to fund certain services within the CFD. These services include police protection services for the residents of CFD No. 2005-2.

CFD No. 2007-1 (Park Maintenance Services)

Authorized Services

The Resolution of Formation authorizes the district to fund certain services within the CFD. These services include maintenance, operations, and repair of parks and related facilities, including replacements, as needed, of related facilities.

CFD 2009-01 (San Marco)

Authorized Facilities

Proceeds of the special tax will primarily be used to finance a portion of the costs of acquiring public infrastructure improvements necessary for development of property within the CFD. The infrastructure authorized to be financed by the CFD is identified in the Resolution of Formation. Generally, the infrastructure authorized to be financed includes: mass grading and remedial grading, street construction, storm drain mains and structures, sanitary sewer mains and manholes, water mains, public landscaping and irrigating, water reservoirs, pump stations, and transmission mains, joint utility mains and street lighting, traffic signals and signal interconnects, traffic control, erosion control, soundwalls, and construction management.

CFD No. 2016-1 (Maintenance of Project Facilities)

Authorized Services

The Resolution of Formation authorizes the district to fund certain services within the CFD. These services include operation, maintenance, repair and replacement of the following facilities: permanent storm drainage facilities for treatment and flow control, fencing and gates, entry monuments and signage, soundwalls, landscaping and irrigation.

CFD No. 2017-1 (Fire Protection and Emergency Services)

Authorized Facilities

Proceeds of the special tax will primarily be used to finance a portion of the costs of acquiring public infrastructure improvements necessary for development of property within the CFD. The infrastructure authorized to be financed by the CFD is identified in the Resolution of Formation. Generally, the infrastructure authorized to be financed includes fire facilities, including but not limited to fire stations, apparatus, and equipment.

Authorized Services

The Resolution of Formation authorizes the district to fund certain services within the CFD. These services include emergency medical and fire protection and suppression services.

CFD No. 2021-1 (Tuscany Meadows)

Authorized Facilities

Proceeds of the special tax will primarily be used to finance a portion of the costs of acquiring public infrastructure improvements necessary for development of property within the CFD. The infrastructure authorized to be financed by the CFD is identified in the Resolution of Formation. Generally, the infrastructure authorized to be financed includes: mass grading and remedial grading, street construction, storm drain mains and structures, sanitary sewer mains and manholes,

water mains, public landscaping and irrigating, water reservoirs, pump stations, and transmission mains, joint utility mains and street lighting, traffic signals and signal interconnects, traffic control, erosion control, soundwalls, and construction management.

APPENDIX A

Special Taxes Levied and Expended

City of Pittsburg
Community Facilities District No. 2004-01
(San Marco)

Special Taxes Levied and Expended
(As Required by CA Govt. Code Section 50075.3)

Fiscal Year 2024-25 Revenues	
FY 2024-25 Special Tax Levied	$1,553,901
Delinquent Amount as of 05/28/2025	($11,210)
FY 2024-25 Special Tax Collected /1	$1,553,901

Fiscal Year 2024-25 Expenditures	
Authorized Services	$1,553,901
Total	$1,553,901

Status of Project

Special tax revenues were used to: (i) pay for the costs of providing the authorized services, and (ii) pay for the costs of administering the CFD. Provision of the authorized services is ongoing.

/1 The total amount of the levy was received by the City, as the CFD is on Contra Costa County's Teeter Plan, and therefore receives all of the special taxes levied regardless of any delinquencies.

Goodwin Consulting Group, Inc.

City of Pittsburg
Community Facilities District No. 2005-1
(Public Safety Services)

Special Taxes Levied and Expended
(As Required by CA Govt. Code Section 50075.3)

Fiscal Year 2024-25 Revenues	
FY 2024-25 Special Tax Levied	$1,407,552
Delinquent Amount as of 05/28/2025	($184,865)
FY 2024-25 Special Tax Collected /1	$1,407,552

Fiscal Year 2024-25 Expenditures	
Authorized Services	$1,407,552
Total	$1,407,552

Status of Project

Special tax revenues were used to: (i) pay for the costs of providing the authorized services, and (ii) pay for the costs of administering the CFD. Provision of the authorized services is ongoing.

/1 The total amount of the levy was received by the City, as the CFD is on Contra Costa County's Teeter Plan, and therefore receives all of the special taxes levied regardless of any delinquencies.

Goodwin Consulting Group, Inc.

City of Pittsburg
Community Facilities District No. 2005-2
(Vista Del Mar)

Special Taxes Levied and Expended
(As Required by CA Govt. Code Section 50075.3)

Fiscal Year 2024-25 Revenues

	Facilities Tax	Services Tax
FY 2024-25 Special Tax Levied	$731,339	$446,682
Delinquent Amount as of 05/28/2025	($7,633)	($5,174)
FY 2024-25 Special Tax Collected /1	$731,339	$446,682

Fiscal Year 2024-25 Expenditures

Debt Service	$715,594	$0
Administrative Expenses	$15,745	$0
Services Costs	$0	$446,682
Total	$731,339	$446,682

Status of Project

Facilities Special Tax

Facilities special tax revenues were used to: (i) pay debt service on the outstanding CFD bonds and (ii) pay for the costs of administering the CFD. Acquisition and construction of the authorized facilities is complete.

Services Special Tax

Services special tax revenues were used to (i) pay for the costs of providing the authorized services and (ii) pay for the costs of administering the CFD. Provision of the authorized services is ongoing.

/1 The total amount of the levy was received by the City, as the CFD is on Contra Costa County's Teeter Plan, and therefore receives all of the special taxes levied regardless of any delinquencies.

Goodwin Consulting Group, Inc.

City of Pittsburg
Community Facilities District No. 2007-1
(Park Maintenance Services)

Special Taxes Levied and Expended
(As Required by CA Govt. Code Section 50075.3)

Fiscal Year 2024-25 Revenues	
FY 2024-25 Special Tax Levied	$198,075
Delinquent Amount as of 05/28/2025	($16,722)
FY 2024-25 Special Tax Collected /1	$198,075

Fiscal Year 2024-25 Expenditures	
Authorized Services	$198,075
Total	$198,075

Status of Project

Special tax revenues were used to: (i) pay for the costs of providing the authorized services, and (ii) pay for costs of administering the CFD. Provision of the authorized services is ongoing.

/1 The total amount of the levy was received by the City, as the CFD is on Contra Costa County's Teeter Plan, and therefore receives all of the special taxes levied regardless of any delinquencies.

Goodwin Consulting Group, Inc.

City of Pittsburg
Community Facilities District 2009-01
(San Marco Phase 2)

Special Taxes Levied and Expended
(As Required by CA Govt. Code Section 50075.3)

Fiscal Year 2024-25 Revenues	
FY 2024-25 Special Tax Levied	$1,846,088
Delinquent Amount as of 05/28/2025	($20,188)
FY 2024-25 Special Tax Collected /1	$1,846,088

Fiscal Year 2024-25 Expenditures	
Authorized Facilities & Administrative Expenses	$1,846,088
Total	$1,846,088

Status of Project

Special tax revenues were used to: (i) pay directly for a portion of the costs of acquiring and/or constructing the authorized facilities, and (ii) pay for costs of administering the CFD. Construction of the authorized facilities is ongoing.

/1 The total amount of the levy was received by the City, as the CFD is on Contra Costa County's Teeter Plan, and therefore receives all of the special taxes levied regardless of any delinquencies.

Goodwin Consulting Group, Inc.

City of Pittsburg
Community Facilities District No. 2016-1
(Maintenance of Project Facilities)

Special Taxes Levied and Expended
(As Required by CA Govt. Code Section 50075.3)

Fiscal Year 2024-25 Revenues	
FY 2024-25 Special Tax Levied	$56,424
Delinquent Amount as of 05/28/2025	$0
FY 2024-25 Special Tax Collected /1	$56,424

Fiscal Year 2024-25 Expenditures	
Authorized Services	$56,424
Total	$56,424

Status of Project

Special tax revenues were used to: (i) pay for the costs of providing the authorized services, and (ii) pay for costs of administering the CFD. Provision of the authorized services is ongoing.

/1 The total amount of the levy was received by the City, as the CFD is on Contra Costa County's Teeter Plan, and therefore receives all of the special taxes levied regardless of any delinquencies.

Goodwin Consulting Group, Inc.

City of Pittsburg
Community Facilities District No. 2017-1
(Fire Protection and Emergency Services)

Special Taxes Levied and Expended
(As Required by CA Govt. Code Section 50075.3)

Fiscal Year 2024-25 Revenues	
FY 2024-25 Special Tax Levied	$72,779
Delinquent Amount as of 05/28/2025	($21,993)
FY 2024-25 Special Tax Collected /1	$72,779

Fiscal Year 2024-25 Expenditures	
Authorized Facilities, Services, & Administrative Expenses	$72,779
Total	$72,779

Status of Project

Special tax revenues were used to: (i) pay for the costs of providing the authorized services, (ii) pay directly for a portion of the costs of acquiring and/or constructing the authorized facilities, and (iii) pay for costs of administering the CFD. Provision of the authorized services is ongoing. Acquisition and construction of the authorized facilities is ongoing.

/1 The total amount of the levy was received by the City, as the CFD is on Contra Costa County's Teeter Plan, and therefore receives all of the special taxes levied regardless of any delinquencies.

Goodwin Consulting Group, Inc.

City of Pittsburg
Community Facilities District No. 2021-1
(Tuscany Meadows)

Special Taxes Levied and Expended
(As Required by CA Govt. Code Section 50075.3)

Fiscal Year 2024-25 Revenues	
FY 2024-25 Special Tax Levied	$6,495
Delinquent Amount as of 05/28/2025	$0
FY 2024-25 Special Tax Collected	$6,495

Fiscal Year 2024-25 Expenditures	
Authorized Facilities & Administrative Expenses	$6,495
Total	$6,495

Status of Project

Special tax revenues were used to: (i) pay directly for a portion of the costs of acquiring and/or constructing the authorized facilities, and (ii) pay for costs of administering the CFD. Construction of the authorized facilities is ongoing.

/1 The total amount of the levy was received by the City, as the CFD is on Contra Costa County's Teeter Plan, and therefore receives all of the special taxes levied regardless of any delinquencies.

Goodwin Consulting Group, Inc.

APPENDIX B

Bonds Collected and Expended

City of Pittsburg
Community Facilities District No. 2005-2
(Vista Del Mar)

Bonds Collected and Expended
(As Required by CA Govt. Code Section 53411)

Original Sources and Uses of Bond Proceeds

Bonds:	Series 2015
Date of Issuance:	6/30/2015
Sources:	
Principal Amount of the Bonds	$9,655,000.00
Original Issue Premium	$163,873.00
Amounts Relating to the Prior Bonds	$1,526,200.00
Underwriter's Discount	($114,924.00)
Total	$1,411,276.00
Uses:	
Escrow Fund	$10,328,786.00
Reserve Fund	$725,494.00
Cost of Issuance Fund	$175,869.00
Total	$11,230,149.00

Expenditures During Fiscal Year 2024-25

Fund	Balance 7/1/2024	Balance 6/30/2025	Difference
	Series 2015 Bonds		
Escrow Fund	$0.00	$0.00	$0.00
Reserve Fund	$821,773.82	$857,078.20	$35,304.38
Cost of Issuance Fund	$0.00	$0.00	$0.00

Status of Project

Bond proceeds were used in prior fiscal years to fund the costs of the authorized facilities. Acquisition and construction of the authorized facilities is complete.

Goodwin Consulting Group, Inc.

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Adoption of a City Council Minute Order to Approve a City Council Recess in January

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

Historically, the City Council takes a recess during the winter months to allow for both staff and Council vacations during the holiday season and to accommodate the City's Winter Closure.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

By Minute Order, approve a recess of the January 5, 2026 City Council meeting.

BACKGROUND

The winter recess, when taken, has typically been during either the period that would encompass the second meeting of December or the first meeting in January. In light of the fact that the first meeting of December is limited to the ceremony surrounding the City Council reorganization, and there is potential year-end business to conduct prior to December 31, the first meeting of January 2026 would be a more opportune time for recess.

SUBCOMMITTEE FINDINGS

This item was not discussed at a subcommittee.

STAFF ANALYSIS

The City's Winter Closure is scheduled for December 24 through December 31, 2025. The optimum date for a recess is January 5, 2026. Business as usual will continue with the second meeting of January, which is scheduled for Tuesday, January 20, 2026.

Report Prepared By: Melaine Venenciano, Director of City Clerk Services

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

TO: Chair and Governing Board Members

FROM: Darin Gale - Executive Director

SUBJECT: Adoption of a Successor Agency Minute Order Approving the July 1, 2026 – June 30, 2027 Recognized Obligation Payment Schedule

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

The Successor Agency for the Redevelopment Agency of the City of Pittsburg (Successor Agency) has prepared its Recognized Obligation Payment Schedule (ROPS) for the period of July 1, 2026 – June 30, 2027 (ROPS 26/27), pursuant to AB 26x1, also referred to as the "Dissolution Act".

FISCAL IMPACT

There is no fiscal impact to adopting ROPS 26/27. Rather, ROPS 26/27 identifies the Successor Agency's anticipated financial obligations for July 1, 2026 – June 30, 2027. ROPS 26/27 will be reflected in the Successor Agency's budget that will be considered along with the City's budget in June 2026 for Fiscal Year 2026/27.

RECOMMENDATION

Staff recommends that the Successor Agency Governing Board approve ROPS 26/27.

BACKGROUND

In 2011, the Governor signed into law the Dissolution Act, which automatically suspended redevelopment activities, and later in 2011, the California State Supreme Court upheld the provisions of the Dissolution Act, thereby dissolving all redevelopment

agencies on February 1, 2012.

While redevelopment successor agencies may not initiate any new activities nor incur new indebtedness, they are nevertheless required under legislative statute and court order to continue making those payments necessary for day-to-day operations pursuant to contractual commitments/enforceable obligations, regulatory authorities, and indebtedness entered into prior to the enactment of the Dissolution Act.

In 2012, the Governor signed into law budget trailer bill AB 1484. AB 1484 imposed new requirements on successor agencies with regard to the submittal of the ROPS.

Budget trailer bill SB 107 was approved and signed by the Governor and took immediate effect on September 22, 2015. The primary purpose of SB 107 is to make technical and substantive amendments to the existing Dissolution Act. Health & Safety Code Section 34177, as amended, changed the review of ROPS from semi-annual to annual.

Pursuant to Health & Safety Code Section 34179 (j), on and after July 1, 2018, in each county where more than one oversight board was created, there shall be only one countywide oversight board. As of July 1, 2018, the California Department of Finance (DOF) will only recognize the Contra Costa County Oversight Board (Countywide Oversight Board). The Successor Agency's ROPS and other actions may not be submitted to the DOF without the Countywide Oversight Board's approval.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

ROPS 26/27 consists of debt service-related expenses, administrative expenses, and other eligible enforceable obligations. Staff will submit ROPS 26/27 to the Countywide Oversight Board for its consideration on January 26, 2026. Upon receiving Countywide Oversight Board approval, ROPS 26/27 will be submitted to the DOF, the County Auditor-Controller's Office, and the California State Controller's Office on or before February 1, 2026.

ATTACHMENTS: FY 2026/27 ROPS Report (DOF format)
FY 2026/27 ROPS Report Debt Service Support
Countywide Oversight Board Resolution

Report Prepared By: Elena Adair, Finance Director

Recognized Obligation Payment Schedule (ROPS 26-27) - Summary
Filed for the July 1, 2026 through June 30, 2027 Period

Successor Agency: Pittsburg

County: Contra Costa

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	26-27A Total (July - December)	26-27B Total (January - June)	ROPS 26-27 Total
A Enforceable Obligations Funded as Follows (B+C+D)	**$ -**	**$ -**	**$ -**
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	**$ 16,397,000**	**$ 15,441,132**	**$ 31,838,132**
F RPTTF	16,197,000	15,241,132	31,438,132
G Administrative RPTTF	200,000	200,000	400,000
H Current Period Enforceable Obligations (A+E)	**$ 16,397,000**	**$ 15,441,132**	**$ 31,838,132**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Pittsburg
Recognized Obligation Payment Schedule (ROPS 26-27) - ROPS Detail
July 1, 2026 through June 30, 2027

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 26-27 Total**	**ROPS 26-27A (Jul - Dec)**					**26-27A Total**	**ROPS 26-27B (Jan - Jun)**					**26-27B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$95,093,874		$31,838,132	$-	$-	$-	$16,197,000	$200,000	$16,397,000	$-	$-	$-	$15,241,132	$200,000	$15,441,132
3	TAB 1999	Fees	11/03/ 1999	09/01/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service fiscal agent fees 822-41272-2318 (TAB 1999)	Los Medanos	2,200	N	$2,200	-	-	-	1,100	-	$1,100	-	-	-	1,100	-	$1,100
10	HSG TAB 06A	Bonds Issued On or Before 12/31/10	12/14/ 2006	09/01/2037	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & Principal) 844-41284-2303/ 2304 (HSG 2006A)	Los Medanos	767,440	N	$149,770	-	-	-	-	-	$-	-	-	-	149,770	-	$149,770
11	HSG TAB 06A	Fees	12/14/ 2006	09/01/2037	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service fiscal agents/ PFM Invest 844-41284-2318 (HSG 2006A)	Los Medanos	4,820	N	$4,820	-	-	-	2,410	-	$2,410	-	-	-	2,410	-	$2,410
27	Prefund August debt service of Senior & Housing Bonds (1999, 2014 & Housing Bonds)	Bonds Issued On or Before 12/31/10	11/03/ 1999	09/01/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite	Prefund senior & housing bonds debt service to fiscal agent (1999, & 2014 TABS & 2016A Hsg & 2006A HSG bonds) Balance	Los Medanos	41,433,812	N	$13,592,191	-	-	-	-	-	$-	-	-	-	13,592,191	-	$13,592,191

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 26-27 Total	ROPS 26-27A (Jul - Dec)					26-27A Total	ROPS 26-27B (Jan - Jun)					26-27B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
					3100 San Francisco, CA 94111	Calendar Yr 2018																
105	2014 RDA Refunded Bonds	Refunding Bonds Issued After 6/27/12	07/01/2014	12/01/2029	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & Principal) 833-41285-2303/04 (TAB 2014)	Los Medanos	199,250	N	$192,875	-	-	-	-	-	$-	-	-	-	192,875	-	$192,875
107	2014 RDA Refunded Bonds	Fees	06/25/2014	12/01/2029	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service fiscal agent fees/ PFM Investment 833-41280-2318 (TAB 2014)		5,960	N	$5,960	-	-	-	2,980	-	$2,980	-	-	-	2,980	-	$2,980
111	Administration	Admin Costs	07/01/2018	06/30/2019	City of Pittsburg	Administration 801-41202-xxxx Various Administrative Costs	Los Medanos	400,000	N	$400,000	-	-	-	-	200,000	$200,000	-	-	-	-	200,000	$200,000
118	HSG TAB 2016A Refunding	Refunding Bonds Issued After 6/27/12	02/10/2016	12/31/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & Principal) 845-41278-2303/2304 (HSG 2016A Refunding Bond)		87,122	N	$84,546	-	-	-	-	-	$-	-	-	-	84,546	-	$84,546
119	2016A RDA Refunding Bonds	Refunding Bonds Issued After 6/27/12	02/10/2016	12/31/2030	Bank of New York Mellon Trust Company N.A. 100 Pine	debt service (Interest & Principal) 834-41281-2303/2304 (2016A Refunding Bond)		52,186,250	N	$17,398,750	-	-	-	16,187,000	-	$16,187,000	-	-	-	1,211,750	-	$1,211,750

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 26-27 Total**	**ROPS 26-27A (Jul - Dec)**					**26-27A Total**	**ROPS 26-27B (Jan - Jun)**					**26-27B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
					Street, Suite 3100 San Francisco, CA 94111																	
126	HSG TAB 2016A Refunding Bonds	Fees	02/10/ 2016	12/31/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	Debt Service Fiscal Agent Fees 845-41278-2318		2,200	N	$2,200	-	-	-	1,100	-	$1,100	-	-	-	1,100	-	$1,100
127	2016A RDA Refunding Bonds	Fees	02/10/ 2016	12/31/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	Debt Service Fiscal Agent Fees 834-41281-2318		4,820	N	$4,820	-	-	-	2,410	-	$2,410	-	-	-	2,410	-	$2,410

Pittsburg
Recognized Obligation Payment Schedule (ROPS 26-27) - Report of Cash Balances
July 1, 2023 through June 30, 2024
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/23)** RPTTF amount should exclude "A" period distribution amount.					-	
2	**Revenue/Income (Actual 06/30/24)** RPTTF amount should tie to the ROPS 23-24 total distribution from the County Auditor-Controller					31,641,842	
3	**Expenditures for ROPS 23-24 Enforceable Obligations (Actual 06/30/24)**					31,641,842	
4	**Retention of Available Cash Balance (Actual 06/30/24)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					-	
5	**ROPS 23-24 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 23-24 PPA form submitted to the CAC		No entry required			-	
6	**Ending Actual Available Cash Balance (06/30/24) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$-**	**$-**	**$-**	

Pittsburg
Recognized Obligation Payment Schedule (ROPS 26-27) - Notes
July 1, 2026 through June 30, 2027

Item #	Notes/Comments
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Required RPTTF Funding Needed to Cover Debt Service and Pass Thru Requirements

		Senior Bonds				Subordinate Bonds				Total Obligations
ROPS Cycle	ROPS Period Ending	1999 Tax Allocation Bond	2014 Tax Allocation Refunding Bond	2006 Housing Set Aside Tax Allocation Bond	2016 Housing Set Aside Tax Allocation Refunding Bond	2016A Tax Exempt Refunding Bond	2016B Taxable Refunding Bond	2016C Tax Exempt Refunding Bond (Forward)	Total Debt Service by ROPS Period	[1]RPTTF Debt Service Requirement
	ITEM	#27	#105 / #27	#10 / #27	#118 / #27	#119	Paid Off	Paid Off		
	FUND	822	833	844	845	834	835	836		
25/26A	12/31/2025	8,755,000	2,899,875	550,483	1,192,340	15,814,250	-	-	29,211,948	15,814,250
25/26B	6/30/2026		260,500	160,392	106,657	1,577,000	-	-	2,104,550	15,597,099
26/27A	12/31/2026	8,750,000	2,965,500	560,392	1,216,657	16,187,000	-	-	29,679,550	16,187,000
26/27B	6/30/2027		192,875	149,770	84,546	1,211,750	-	-	1,638,941	15,231,133
27/28A	12/31/2027	9,145,000	2,637,875	574,770	1,234,546	16,566,750	-	-	30,158,941	16,566,750
27/28B	6/30/2028		131,750	138,484	57,613	827,875	-	-	1,155,723	14,848,570
28/29A	12/31/2028	9,145,000	2,701,750	588,484	1,257,613	16,967,875	-	-	30,660,722	16,967,875
28/29B	6/30/2029		67,500	126,535	29,509	424,375	-	-	647,919	14,446,463
29/30A	12/31/2029	9,145,000	2,767,500	596,535	1,289,509	17,399,375	-	-	31,197,919	17,399,375
29/30B	6/30/2030		-	114,054	-	-	-	-	114,054	9,868,107
30/31A	12/31/2030	9,145,000	-	609,054	-	-	-	-	9,754,054	-
30/31B	6/30/2031		-	100,909	-	-	-	-	100,909	721,818
31/32A	12/31/2031	-	-	620,909	-	-	-	-	620,909	-
31/32B	6/30/2032	-	-	87,100	-	-	-	-	87,100	724,201
32/33A	12/31/2032	-	-	637,100	-	-	-	-	637,100	-
32/33B	6/30/2033	-	-	72,495	-	-	-	-	72,495	724,990
33/34A	12/31/2033	-	-	652,495	-	-	-	-	652,495	-
33/34B	6/30/2034	-	-	57,093	-	-	-	-	57,093	724,187
34/35A	12/31/2034	-	-	667,093	-	-	-	-	667,093	-
34/35B	6/30/2035	-	-	40,895	-	-	-	-	40,895	496,789
35/36A	12/31/2035	-	-	455,895	-	-	-	-	455,895	-
35/36B	6/30/2036	-	-	29,874	-	-	-	-	29,874	1,184,749
36/37A	12/31/2036	-	-	1,154,874	-	-	-	-	1,154,874	-
36/37B										
	Totals:	**95,795,000**	**81,186,450**	**15,179,766**	**18,047,511**	**180,730,873**	**27,422,446**	**44,672,725**	**463,034,771**	**463,034,771**

(1) Full Calendar Year Funding is required for Senior Bonds during the ROPS "B" Cycle

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Project 3333, California Theatre Restroom Project as Complete and Authorize the City Engineer to File a Notice of Completion

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

Project 3333 – California Theatre Restroom (Project) is for the construction of an accessible backstage restroom for the California Theatre. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

FISCAL IMPACT

The total expenditures for the current phase of the Project, including design, staff time, construction, release of retention, and project closeout are projected to be $155,500.

An updated CIP project sheet is attached to this report.

RECOMMENDATION

City Council adopt a Resolution accepting the Project as complete and authorizing the City Engineer to file a Notice of Completion.

BACKGROUND

On December 20, 2021, City Council adopted Resolution No. 21-14033, accepting a $400,000 California Natural Resources Agency Grant for construction of a marque sign

and accessible backstage restrooms.

On October 2, 2023, City Council adopted Resolution No. 23-14381 awarding Project 3333, California Theatre Marquee and Below Stage Modifications Phase I to the lowest responsive, responsible bidder.

On May 6, 2024, City Council adopted Resolution No. 24-14469 accepting Project 3333, California Theater Marquee and Below Stage Modification Phase I, as complete for the marquee sign construction only.

On September 16, 2024, City Council adopted the Five-Year CIP for Fiscal Years 2024/25-2028/29 and reallocated $106,800 General Funds from Project 3324, California Theatre Phase 1 to the Project.

On September 15, 2025, the City Council adopted Resolution No. 25-14680, awarding a construction contract to the lowest responsive, responsible bidder, N G Builder Company in the amount of $129,630.

SUBCOMMITTEE FINDINGS

This item was not presented at a subcommittee meeting.

STAFF ANALYSIS

This Project constructed a new, accessible restroom in the backstage area of the California Theatre, a 1920's qualified historic building. The venue hosts a variety of entertainment productions that benefit from the construction of an accessible bathroom close to performers and dressing rooms.

This Project previously installed a new marquee sign in 2024. City staff is consulting with the operator of the theatre to develop a list of potential improvements for the remaining Project funds. These improvements will be presented to the Infrastructure and Transportation Subcommittee for consideration.

ATTACHMENTS: Resolution
CIP Project Sheet

Report Prepared by: Tina Tan, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Project 3333 – California Theatre Restroom as Complete And Authorizing the City Engineer to File a Notice of Completion

RESOLUTION NO. 25-

WHEREAS, Project 3333 – California Theatre Restroom (Project) is for the construction of an accessible backstage restroom for the California Theatre; and

WHEREAS, advertising for the Project began on August 7, 2025 and construction bids were opened on August 28, 2025; and

WHEREAS, on September 15, 2025, City Council adopted Resolution No. 25-14680, awarding a construction contract to the lowest responsive, responsible bidder, N G Builder Company in the amount of $129,630; and

WHEREAS, the total anticipated expenditures for the Project, including design, construction, and staff costs is $155,500.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby accepts the Project as complete and authorizes the City Engineer to file a Notice of Completion and file said document with the Office of the Recorder of the County of Contra Costa, State of California, within 10 days from the date hereof.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of December 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dionne Adams, Mayor

ATTEST BY:

_____
Alice E. Evenson, City Clerk

Project Title: **Project #:**

California Theater Marquee & Below Stage Modification 3333

Project Category:	Community Facilities
Location:	California Theater
Project Manager:	G. Haynes
Project Priority:	1E – Essential
Project Status:	Design
Est. Completion Date:	2025/26

Description/Justification:

The California Theater is a historic building in Downtown Pittsburg that has undergone several needed renovations in the past few years. The project will construct a new theater marquee, dressing room, and restroom facilities at the City's California Theater.

Supplemental Information:

Funding Sources: California Natural Resources Agency Program State Grant and must be used before March 1st, 2026. Council approved Resolution 21-14033 on 12-20-21.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**2029/30**	**TOTAL**
1101	**Staff Time**	$ 4,850	$ 4,760	$ 12,000					**$ 21,610**
2122	**Design**		$ 52,450						**$ 52,450**
2281	**Construction**	$ 161,875	$ 39,237	$ 131,500					**$ 332,612**
2372	**Administrative Overhead**		$ 4,760	$ 12,000					**$ 16,760**
TOTAL		**$ 166,725**	**$ 101,207**	**$ 155,500**					**$ 423,432**
PROJECT FUNDING		**Prior**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**2029/30**	**TOTAL**
	Federal/State Funding	$ 400,000							**$ 400,000**
110	**General Fund**		$ 106,800						**$ 106,800**
TOTAL		**$ 400,000**	**$ 106,800**						**$ 506,800**

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Adoption of City Council Resolution Approving the City of Pittsburg's 2026 Emergency Operations Plan

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

The City of Pittsburg has updated its Emergency Operations Plan (EOP) per the authority of the California Emergency Service Act (Chapter 7 of Division 1 Title 2 of the California Government Code), which conforms with the California Standardized Emergency Management System (SEMS) and meets the National Incident Management System (NIMS) to improve disaster response and recovery. Within the EOP is a reference to the Continuity of Operations Plan (COOP) to ensure essential services continue during emergencies. The City Council's adoption of the EOP and submission of a certified copy to the California Office of Emergency Services (Cal OES) are required for state and federal compliance.

FISCAL IMPACT

Approval of this resolution will require the City to implement the EOP and the supporting plans such as the COOP, using its currently approved budget.

RECOMMENDATION

Adopt the resolution approving the City’s updated Emergency Operations Plan, also known as the EOP, which also includes the Continuity of Operations Plan also known as the COOP, and authorize the City Manager or designee to implement and maintain the plan in accordance with state and federal guidelines.

BACKGROUND

The City is committed to ensuring the safety and resilience of its residents, employees, and infrastructure in the face of emergencies and disasters. The EOP provides a comprehensive framework for coordinated responses and recovery efforts during incidents, including natural disasters, technological hazards, and human-caused events.

The EOP was first adopted by the City Council on October 20, 2014, by Resolution 14-12197 and then later updated on December 3, 2018 by Resolution 18-13571. As part of this update, the COOP was developed as a supporting document and plan to the EOP. The COOP outlines procedures to ensure that essential City functions can continue with minimal disruption during and after a major incident.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City has updated the EOP once more and is proposing adoption. The EOP provides a structured, all-hands approach to emergency response, ensuring coordination across departments and with external agencies.

The inclusion of the COOP strengthens the City's ability to maintain essential services during and after disruptive events. It identifies key personnel, alternate work locations, and procedures for safeguarding vital records and systems. This is especially important in light of increasing risks from natural disasters, cyber threats, and infrastructure disruptions. The supporting COOP, while representing a critical step in enhancing the City's emergency preparedness and operational resilience, will remain an internal document due to the sensitive information it contains, such as personal identifiable information and the City's infrastructure information. Should the City publish the COOP, efforts will be taken that comply with privacy and cybersecurity best practices by redacting the document so that personally identifiable information, sensitive utility infrastructure details, and IT system vulnerabilities are not disclosed. This approach balances transparency with the need to protect critical information.

Adoption of the EOP and submission of a certified copy to the Cal OES supports compliance with SEMS, NIMS, and Federal Emergency Management Agency (FEMA) requirements, and positions the City to remain eligible for state and federal emergency funding.

Adoption of the attached resolution would approve the City of Pittsburg EOP 2026, authorize the Mayor to execute the Letter of Promulgation, authorize the City Manager to oversee EOP implementation, and update, as well as approve and sign, documents

necessary to implement the EOP, and authorize staff to send a copy of this resolution to the Cal OES.

Attachments: 2026 Emergency Operations Plan

Report Prepared By: Zuna Barker Portillo, Environmental Health and Safety Officer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the City of Pittsburg Emergency Operations Plan (EOP) 2026, Authorizing the Mayor to Execute the EOP Letter of Promulgation, and Authorizing the City Manager to Oversee the EOP implementation	Resolution No. 25-

WHEREAS, the City of Pittsburg is committed to protecting the health, safety, and welfare of its residents, employees, and infrastructure during emergencies and disasters; and

WHEREAS, the City has updated its Emergency Operations Plan (EOP) to provide a comprehensive framework for coordinated response and recovery efforts in alignment with the California Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and Federal Emergency Management Agency (FEMA) guidelines; and

WHEREAS, the Continuity of Operations Plan (COOP) has been developed as a supporting document to the EOP to ensure the continuation of essential City functions during and after emergencies; and

WHEREAS, adoption of the EOP, which references the COOP, and submission of a certified copy to the California Office of Emergency Services (Cal OES) supports compliance with state and federal emergency preparedness requirements and maintains eligibility for related grant funding.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pittsburg hereby adopts the updated Emergency Operations Plan (EOP), which includes the Continuity of Operations Plan (COOP) as a supporting document, as the official emergency management framework for the City of Pittsburg.

BE IT FURTHER RESOLVED the City Manager or designee is authorized to implement, maintain, and update the EOP and COOP as necessary to ensure continued compliance with applicable laws, regulations, and best practices.

BE IT FURTHER RESOLVED a certified copy of this resolution and the adopted EOP shall be submitted to the California Office of Emergency Services (Cal OES).

BE IT FURTHER RESOLVED the Mayor is hereby authorized to execute the Letter of Promulgation for the Emergency Operations Plan, formally endorsing the EOP on behalf of the City Council.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of December 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dionne Adams, Mayor

ATTEST BY:

_____
Alice E. Evenson, City Clerk

Emergency Operations Plan 2026

Pittsburg
CALIFORNIA

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Emergency Operations Center Activation QuickStart Guide

The City of Pittsburg (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** EOC Activation and Deactivation**.** Once an EOC activation is commenced, the first arriving staff should use the Quickstart Guide to efficiently set up 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 Date/Time	**TASK**
	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.

Foreword

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

The preservation of life, property, and the environment is an inherent responsibility of local, state, and Federal governments. The City of Pittsburg (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 (ICS).

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 the City of Pittsburg.

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,

_____ _____

Dionne Adams, Mayor Date

Plan Concurrence

As a designated official or principal in the City's emergency management effort, and having reviewed the 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 and Economic Development		
Director of Finance		
Director Human Resources		
Director of Public Works/City Engineer		
Director of Records and City Council Services		
Director of Recreation		

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 the cabinets behind council chambers. An electronic copy will also be available via shared folder.

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	Community Services
City Clerk	Police Department
City Attorney	Public Works / Engineering
Contra Costa County Fire Protection District	Los Medanos Community College
Contra Costa Operational Area	Pittsburg Unified School District
Community and Economic Development	Mt. Diablo Unified School District
Finance	

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.

Plan Maintenance and Record of Revisions

Per Section 2.44.080 of the City Municipal Code, the Pittsburg Disaster Council shall be responsible for the development of the City EOP. The EOP shall provide for the effective mobilization of all 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 the City Council.

Change No.	Description	Change Date	Approved By
001	2018 Update		City Council
002	2026 Update		

Plan Approval Resolution

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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.

Functional Annexes – Annexes are the parts of the EOP that provide specific information and direction on key components, such as Public Information, Resources, and Communications.

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 Planning Assumptions

The EOP is based upon several 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 provide essential services during the response and recovery periods of an emergency

1.4 Pittsburg EOP Activation

Activation of the EOP occurs because 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.)

1.5 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 City EOC staff. 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 2022 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: 38.02 North, Longitude: 121.89 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 of Pittsburg is a general law city with a Council/Manager form of government. The City government is divided into 26 functional areas and operates with 11 City Departments plus five specialized services. City Departments include the City Manager's Office; City Clerk's Office; Human Resources Department; Finance Department; Community Development Department; Public Works / Engineering Department; Recreation Department; Police Department; City Attorney; and Community Services Department. Specialized Services include Economic Development Department; Planning Department; the Successor Agency, the Environmental Services Division, the Pittsburg Power Company, and the City Marina. The City contracts for fire, rescue and emergency medical services with the Contra Costa County Fire Protection District.

Gas and electricity 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 pipeline, in addition to several pump stations and seven reservoirs. The City also supplements its CCWD water supply with two (2) wells: one (1) 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. The Pittsburg/Bay Point Bay Area Rapid Transit (BART) station is in the City. The East Contra Costa BART extension project is currently in progress and will add a station near Hillcrest in Antioch and a station at Railroad Avenue in the City.

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 (2) rail lines out of Richmond, and one (1) 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 [6] miles); and John Muir Medical Center in Concord (approximately nine miles). At the time of this EOP, there are seven (13) assisted living facilities in the City, including but not limited to: 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 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.

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 Corteva Agriscience, 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.

The 2021 U.S. Census estimated that the City of Pittsburg had a population of 76,544. The population density was 4,323 people per square mile. 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% of the City's population was under five (5) years of age; 25.4% between six (6) and 19 years of age; 58.3% was between 20 and 64 years of age; and 8.3% were 65 years old or older.

The 2021 Census also indicates that the City's racial composition is as follows: 34% White; 19.4% Asian; 43.3% Hispanic or Latino; 13.6% Black or African American; 0.9% American Indian and Alaska Native; 0.6% Native Hawaiian and other Pacific Islander; and 11% other races.

In addition, the 2021 Census estimates that 32,849 of 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%. The median household income in the City in 2024 was estimated at $88,842; per capita income was estimated at $36,646. An estimated 82.8% of the residents in the City graduated with a high school diploma and 22.2% 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% or 8,782 people. Of those 8,782 people, 4.2%, or 701 persons, are under the age of 18; 13% or 5,426 persons are aged 18-64; and 45.6% or 2,655 are 65 years and older.

2.2 Hazard Descriptions

The 2022 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: 2023 LHMP Hazards

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

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 Pittsburg and the shoreline of Contra Costa County. The shoreline of Pittsburg is within the 100-year flood zone which may cause localized flooding in and around watershed areas. This threat has been mitigated to some degree by improvements in the water runoff infrastructure within the City. Pittsburg does have a dam located at Vista Del Mar Detention Basin identified by the State of California Department of Water Resources. There is also a three (3) million-gallon concrete reservoir off W. Leland Road located within the hillside.

Location

In Pittsburg, low lying areas are subject to flood conditions. Urban development in flood plain areas is often subject to seasonal inundation. The flood plain 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.

Extent

The magnitude of flooding that is used as the standard for floodplain management in the U.S. is a flood with a probability of occurrence of 1% in any given year. This flood is also known as the 100-year flood or base flood. The most readily available source of information regarding the 100-year flood, as well as the 500-year flood (0.2% probability of occurrence in any given year), is the system of Flood Insurance Rate Maps (FIRMs) prepared by the Federal Emergency Management Association (FEMA). These maps are used to support the National Flood Insurance Program (NFIP). The United States Geological Survey (USGS) and other agencies refer to the percent chance of occurrence as an Annual Exceedance.

Previous Occurrences

Flooding associated with severe storms has been among the most common disasters 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 period. 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, 2017, and 2023.

The City of Pittsburg has had two resolutions declaring a local disaster. On January 22, 1997, a severe winter storm front impacted the City of Pittsburg 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 of Pittsburg and led to significant and catastrophic public and private losses due to storm-related flooding closing Highway 4 for days and referred to in the media as Lake Loveridge.

Although there have been several severe storms, there have been no Stafford Act declarations in Contra Costa County for flooding since 2017.

Probability of Future Events

While major flooding is not likely to occur in the City, minor street flooding is possible during any severe winter storm, which can ensue on an annual basis. In addition, the City Marina has experienced flooding during winter storms coinciding with king tides and winds. During a 100-year flooding event, the Kirker Creek Flood Control Channel (KCFCC) along the Pittsburg-Antioch Highway will be at capacity with strong water currents creating pressure passed the KCFCC creating undermining of roads and levees in the Los Medanos Wasteway into the Delta. Mudslides have and can occur along the hillside areas.

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 Corteva 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. U.S. Steel Company's steel production plant is located in Pittsburg as is Corteva'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.

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 has approved the Hazardous Materials Incident Notification Policy detailing when and how this should be done. The Notification Policy assists Contra Costa Health Services Hazardous Material Program (CCHSHMP) in meeting the requirements established in Assembly Bill (AB) 1646 (approved by the Governor of California on October 8, 2017). AB 1646 requires CCHSHMP to develop and implement an alerting and notification system to alert surrounding communities of an incident at a petroleum refinery or other facilities with hazardous chemicals. Businesses are required to know about the reporting to dispatch if reporting a chemical fire or release.

Previous Occurrences

There have been numerous hazardous material incidents that have impacted the City and surrounding areas. Most were associated with 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 Pittsburg.

2.2.3 Earthquake

An earthquake is a sudden motion or trembling caused by a release of energy accumulated within or along the edge of the earth's tectonic plates. The effects of an earthquake can be felt far beyond the epicenter (i.e., where the earthquake originates). Earthquakes usually occur without warning and can cause massive damage and extensive casualties in just a few seconds. Ground motion and shaking, surface fault ruptures and ground failure are common effects of earthquakes. Ground motion is the vibration or shaking of the ground during an earthquake. When a fault ruptures, seismic waves radiate and cause the ground to vibrate. The severity of the vibration increases as the amount of energy released increases and decreases with distance from the fault or epicenter.

Location

The City is located in a seismically active area. The Alquist-Priolo Act requires that the California Geologic Survey identify faults in the state that may pose a risk of fault rupture. These faults, known as Alquist-Priolo faults, can create a significant ground-shaking event and include most of the major faults present in California. While there are no Alquist-Priolo faults within the City, there are many of these faults in the surrounding area. The most active strike-slip fault is the Hayward Fault which has three fault segments (Rodgers Creek, North Hayward, and South Hayward)

Extent

Two scales are used to measure the severity and intensity of an earthquake. The Modified Mercalli Intensity (MMI) Scale measures the ground shaking intensity in terms of acceleration, velocity, and displacement. The Moment Magnitude (Mw) Scale measures the severity of the earthquake by the amount of energy released at the source of the earthquake. The Mw scale, based on the concept of seismic moment, is uniformly applicable to all sizes of earthquakes. The extent of damage from an earthquake is determined by the magnitude of the earthquake, distance from the epicenter, and characteristics of surface geology.

Previous Occurrences

Central California is one of the most seismically active areas in the U.S. The region has experienced at least 22 earthquakes of Magnitude 6.0 or higher since 1850. The table below contains a list of earthquakes in the region with a magnitude greater than 6.0.

Table 2-2: Historical Earthquakes in Central California

Date	Magnitude	Fault Name (Incident Name)
August 24, 2014	6.0	West Napa Fault (South Napa Earthquake)
December 22, 2003	6.5	San Simeon Fault (San Simeon)
October 17, 1989	6.9	San Andreas Fault (Loma Prieta)
April 24, 1984	6.2	Calaveras Fault (Morgan Hill)
November 4, 1927	7.1	San Simeon-Hosgri Fault (Lompoc)
April 18, 1906	7.9	San Andreas Fault (San Francisco)
October 22, 1868	6.8	Hayward Fault (Hayward)

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, Version 3 (UCERF3) which determined the likelihood for magnitude 6.7 and larger earthquakes somewhere in the region remains near certainty (greater than 99%).

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 are a few examples of direct impacts. These problems can result in reduced income for farmers and agribusiness, increased prices for food and lumber, unemployment, reduced tax revenues, increased crime, migration, and foreclosures on bank loans to farmers and businesses.

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% 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% 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% were 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% chance of a drought in any given year.

Probability of Future Events

After an extremely wet winter during 2017 – 2018, drought conditions returned in 2020 and

are continuing. An extreme multiyear drought as intense as the 2012 - 2016 drought could impact the region again. Reservoir levels in California are unprecedented, and a combination of low precipitation and unusually high temperatures could occur over the next several, consecutive years. Intensified by such conditions, extreme wildfires could continue to break out throughout the region, increasing the need for water.

Climate Change

Climate change is already having a profound impact on California water resources as evidenced by changes in snowpack, sea-level and river flows. These changes are expected to continue in the future and more precipitation will likely fall as rain instead of snow. This potential change in weather patterns will add additional challenges for water supply reliability.

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 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. Although the incident would be traumatic for the immediate impact area, it is not expected that this would have a long- term impact on service operations within the City. The crash of a major airliner in the City would be catastrophic. A large area would be affected by plane wreckage, burning fuel, destroyed buildings, and casualties beyond the capability of local fire and emergency medical services personnel. Media attention would be overwhelming. Any air accident will involve coordination among federal, state and local agencies to provide the necessary resources to manage such an event. Mass casualty transportation accidents typically require these agencies to establish a unified command post; activate disaster mortuary teams; set up medical aid stations; and develop a plan for moving patients and resources.

Military aircraft also travel through the air space above the City. Although the occurrence of an aircraft accident is rare, such an incident can result in extensive casualties, both in the aircraft and on the ground.

The Burlington Northern Santa Fe Railroad runs through the city. These trains may carry both cargo and/or passengers. The most recent train derailments that occurred in Pittsburg 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. Many of these trains carry hazardous materials that if spilled could cause mass evacuation of surrounding neighborhoods, or order 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 as a result of a train derailment.

The BART rail runs through Pittsburg. The heavy rail for current BART service runs to the Pittsburg-Bay Point station (and a bit beyond) west of Bailey Road. The eastern Contra Costa County BART extension continues the service line through Pittsburg approximately parallel to Highway 4 to Hillcrest Avenue in Antioch. The 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.

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. The primary highways through Contra Costa County are Interstate 680, State Route 24, and State Route 4, which runs through Pittsburg. These routes are used heavily during most hours of the day, and the control of vehicular traffic in and around the affected area of a multi-casualty or hazardous materials incident will be a considerable problem.

Casualty transportation resources will be in great demand; therefore, it is vital that casualties be transported on the basis of medical triage priorities. Patient tracking will begin at the scene using a Patient Tracking Tag which will be attached to the patient during triage operations. This tag will remain with the patient until the final medical treatment facility is reached.

Trucks and buses will be used to transport the evacuated casualties. However, ambulances from unaffected areas will be primarily needed for the transport of casualties from the receiving sites in reception areas to definitive care facilities. Regional Disaster Medical Health Coordinators (RDMHCs) have the responsibility to support the mutual aid requests of the Medical Health Operational Area Coordinator (MHOAC) for disaster response within the region and provide mutual aid support to other areas of the state in support of the state medical response system. The RDMHC also serves as an information source to the state medical and health response system.

Pittsburg borders on Suisun Bay which contains a navigable channel that leads to the

Ports of Sacramento and Stockton. Maritime transportation accidents such as grounding, collision and allision are possible. The most likely result of a maritime transportation accident is an oil spill that can affect nearby shorelines causing harm to animals and posing a health hazard to people who may come into contact with the oil. Release of hazardous materials is also possible, depending on the cargo of the vessel.

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.

Any air accident will involve coordination among federal, state and local agencies. The Contra Costa Fire Protection District will coordinate with the Federal Aviation Administration, and agencies from Contra Costa County, and the State of California to provide the necessary resources to manage such an event.

A rail accident would be less devastating and typically involve vehicles driving on the city streets at a train crossing. A railcar accident would most likely also be a hazardous materials incident. The railroad crosses major streets in the commercial zone of the City. The tankers leaving or enroute to the refinery are typically loaded with crude oil or other refined oil products. When a railcar is involved in an accident or derailment, a combination of products and materials that are extremely hazardous and/or flammable may be released and cause a rupture or burst into flames.

Previous Occurrences

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

Probability of Future Events

Transportation incidents occur on a nearly daily basis. Most are minor traffic accidents with no injuries. Major transportation incidents that result in multiple deaths/injuries or release of large amounts of hazardous materials are relatively rare with a probability of less than 10% occurrence annually.

2.2.6 Civil Unrest

Civil unrest is defined as civil disorder, a broad term that is typically used by law enforcement to describe disruption of typical social order; it may involve a strike or protest, and it can be peaceful or involve violence. Both riots and rebellions 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.

The Bay Area experienced past episodes of civil unrest. Civil disturbances may be mitigated through planning, mitigation activities for civil disturbance are not solely a police function but are a shared responsibility of elected officials, community leaders, business leaders, service organizations and community residents.

While basic constitutional rights guarantee free assembly, civil unrest associated with such events has the potential to result in injuries, loss of life and destruction of property. Heightened vigilance and strategic organization, and training on the part of law enforcement can mitigate damage and casualties from civil disturbances.

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. Other police and fire facilities have also been targeted during past events.

Previous experience indicates that Critical Response (police stations, fire stations) also are at risk during periods of civil unrest. 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. Often events deemed to be celebrations can cause civil disturbances and create loss.

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. Due to 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

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

Pandemics occur worldwide. Smaller-scale public health incidents or epidemics may be localized, such as the Ebola outbreak in a region of Africa. All locations are susceptible to pandemics and local public health hazard incidents.

Extent

Pandemics have 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

In 2020, a new (“novel”) coronavirus appeared and rapidly spread. COVID-19, a shortened form of “coronavirus disease of 2019,” has affected every nation on the planet. It is the largest pandemic since the 1918-1919 Spanish Influenza. Contra Costa County was part of a statewide Presidential Disaster Declaration in 2020 for COVID-19.

Probability of Future Events

Although the timing of the outbreak of a pandemic or other public health emergency is difficult to predict, they will likely continue to occur and have a greater than one percent chance of occurring in any year.

2.2.8 Severe Weather Tornados, 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 events can be categorized into two groups: those that form over wide geographic areas are classified as generally severe weather; those with a more limited geographic area are classified as localized severe weather. Severe weather, technically, is different from 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, tornados, severe heat and flooding. Tornados, damaging winds and severe heat occurring in Contra Costa County are described in detail in the following sections.

Location

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

Extent

The Fujita scale and the Enhanced Fujita Scale rate tornadoes by damage caused. The Enhanced Fujita (EF) Scale was an update to the older Fujita scale, by expert elicitation, using engineered wind estimates and better damage descriptions. The EF Scale was designed so that a tornado rated on the Fujita scale would receive the same numerical rating and was implemented starting in the U.S. in 2007.

Previous Occurrences

There have been two recorded tornado/funnel cloud events with Contra Costa County since 1950. Both were F0-rated events that caused little damage. On January 23, 2010, an F1 tornado occurred in Brentwood. The tornado crossed power lines and destroyed a utility pole. Fifty-five customers lost power. Generally, tornados are not considered a high risk for the City.

Probability of Future Events

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

2.2.9 Wildland Fire

As defined in the California Department of Forestry and Fire Protection (CAL FIRE) 2024 Strategic Fire Plan, a wildfire event is an unwanted wildland fire including unauthorized human-caused fires, escaped wildfire use events, escaped prescribed wildfire projects and all other wildfires.

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 southern portion of the City is in the high-to very high fire zone region based on 2024 Cal Fire, Fire Hazard Severity Zone Viewer.

Extent

Fire Severity Zones are used in determining additional protective measures required when building new structures or remodeling older structures within a particular zone. Additional measures must be taken on the property around a structure in the higher ranked fire Severity Zones.

Fire hazard mapping is a way to measure the physical fire behavior to predict the damage a fire is likely to cause. Fire hazard measurement includes vegetative fuels, probability of speed at which a wildfire moves, the amount of heat the fire produces, and most importantly, the burning fire brands that the fire sends ahead of the flaming front.

The model is used to develop the information in accounts for topography, especially the steepness of the slopes (i.e., fires burn faster as they burn up-slope). Weather (e.g., temperature, humidity, wind) also significantly influences fire behavior. The areas depicted as moderate and high are of particular concern, and potential fire risk in these areas is constantly increasing as human development and the wildland urban interface areas expand.

Previous Occurrences

Contra Costa County has received two (2) state and no federal disaster declarations related to fire between 1950 and 2022. The SCU (Santa Clara Unit) Lightning Complex fires were wildfires that burned in the Diablo Range in California in August and September 2020 as part of the 2020 California wildfire season. The fire complex consisted of fires in Santa Clara, Alameda, Contra Costa, San Joaquin, Merced and Stanislaus counties. The

name is derived from the three-letter designation given to the CAL FIRE division responsible for the Santa Clara, Alameda, Contra Costa, and parts of San Joaquin and Stanislaus counties, and the complex consisted of several distinct fires occurring in this region.

The complex fire burned a total of 393,624 acres from August 16 to October 1, 2020. CAL FIRE maintained responsibility for the incident throughout its duration where 222 structures were destroyed and six (6) injuries were reported.

There have been numerous small fires that did not result in disaster declarations. Typically, there are several fires a year predominantly in the Diablo Range/East Bay Hills.

Probability of Future Fire

Wildfires cannot be accurately predicted. It is possible that a fire in the wildland/urban interface south of the City could impact City communities. Recently, northern California wildfires have demonstrated more destructive behavior than in the past, burning paths down from the hills and into residential neighborhoods. Additionally, peat fires which occur in the Sacramento/San Juaquin Delta on reclaimed land east of the City can result in heavy smoke. This can affect air quality and result in hazardous atmospheric particulate matter.

2.2.10 Terrorism

Pittsburg 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 such an attack will continue to be evaluated by the Pittsburg 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

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 Failures

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 & Electric (PG&E) companies run beneath the City's streets. Pipelines are primarily underground, which keeps them away from public contact and accidental damage. Despite safety and efficiency statistics, increases in energy consumption and population growth near pipelines present the potential for a pipeline emergency incident.

While pipelines are generally the safest method of transporting hazardous chemicals, they are not failsafe. Pipeline product releases, whether in the form of a slow leak or violent rupture, are a risk in any community.

Extent

The extent of a hazardous material spill may vary from significant impacts causing injuries and evacuation to minor impacts requiring minimal cleanup. Hazardous materials releases can be harmful in the following ways:

- Chemical, biological, and radiological agents can cause significant health risks to those exposed to them; biological agents can be additionally dangerous if they are infectious. Flammable and explosive materials also present life safety concerns when exposed to heat.
- Oil spills can present an immediate fire hazard and can contaminate drinking water supplies. Any release of hazardous material requires a thorough and careful clean-up of the site and decontamination of those exposed. Clean-up and recovery are time and cost consuming.
- Delays caused by hazardous materials releases and the ensuing evacuation and cleanup processes could lead to significant economic losses due to traffic delays (mobile releases) or operational shut-down (fixed facilities).
- Overall, hazardous materials can cause death, serious injury, long-lasting health effects, and damage to buildings, the environment, homes and other properties.

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 (8) 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 (2)

construction workers, injuring six (6) and leaving two (2) workers missing, after two (2) 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.

Probability of Future Events

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

2.2.12 Climate Change

The earth's climate is changing. The State has warmed about two degrees F (2°F) in the last century. Throughout the southwestern U.S., heat waves are becoming more common, and snow is melting earlier in spring. In the coming decades, changing climate is likely to decrease the flow of water in the Colorado River, threaten the health of livestock, increase the frequency and intensity of wildfires, and convert some rangelands to desert.

Location

Warming and climate change are occurring globally with wide variations based on location and latitude. The polar regions have experienced particularly rapid changes in climate with increased ice melt and more sea-ice free days.

Extent

Climate change is likely to affect the entire earth's population. More widespread drought and associated crop failure, movement of invasive species, more frequent wildfires, increased energy emergencies, and more intense climate events such as storms and extreme heat will occur throughout Southern California. Additionally, Sea Level Rise will increase costal flooding and coastal erosion. The entire planning area is subject to 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 of Future Events

Climate change is an ongoing and accelerating process. Essentially, it has occurred, is

occurring, and will continue to occur for several decades, centuries, or longer.

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 Phases of Emergency Management

In California, emergency management activities are associated with the five (5) 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
- Prevention Phase

Figure 3-1: Five Phases of Emergency Management

3.1.1 Mitigation

Mitigation is aimed at 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) provided guidance for implementing mitigation activities including development of LHMPs. The city has an approved Hazard Mitigation Plan that was adopted in 2023. Mitigation activities include:

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

- Structural Controls

3.1.2 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, Standard Operating Plans (SOPs) / Standard Operating Guides (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

3.1.3 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 Pittsburg 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.

3.1.4 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 (8) guiding principles 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

3.1.5 Prevention

Unlike other mission areas which are all-hazards by design, Presidential Policy Directive (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

3.2 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 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.

3.3 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 (5) levels: Field, Local, Operational Area, Region, and State as illustrated below **Figure 3-2**. The City of Pittsburg utilizes SEMS during incidents that require a multi-agency response or when the incident involves multiple jurisdictions.

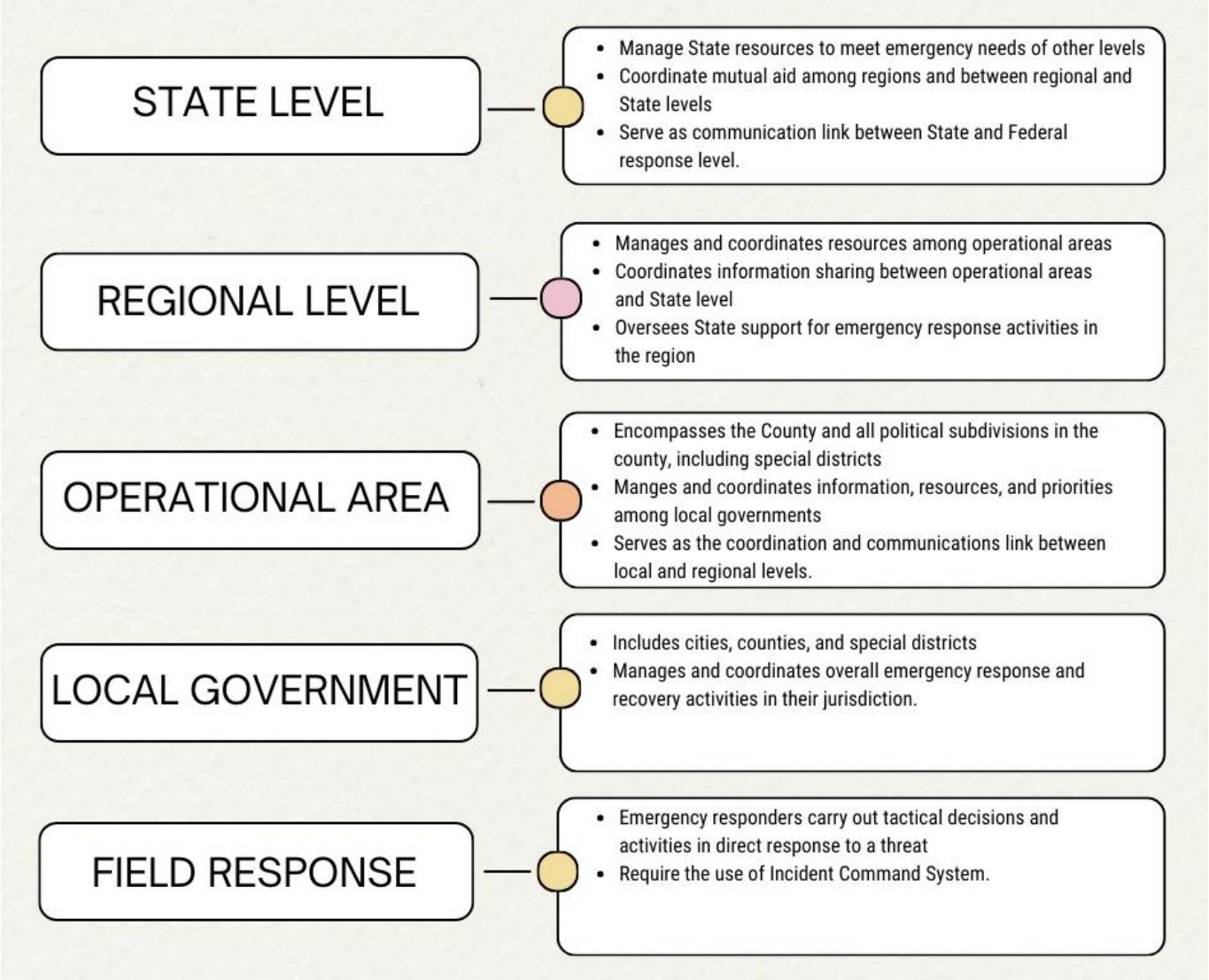


Figure 3-2: SEMS Levels

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	**Station 85**	**Station 87**
1903 Railroad Avenue	2331 Loveridge Road	800 W. Leland Road
Pittsburg, CA 94565	Pittsburg, CA 94565	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 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 countermeasures
- 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 (2) 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 (2) 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 (6) fire and rescue mutual aid regions; and seven (7) 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, CA 95655

3.4 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 (5) major functional areas: Command/Management, Operations, Planning/Intelligence, Logistics, and Finance/Administration. All the functional areas may or may not be used depending on the needs of the incident. The Pittsburg 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

3.5 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 Pittsburg Municipal Code Chapter 2.44.060. A Local Emergency proclaimed by the City Council must be ratified within seven (7) days. The governing body must review the need to continue the proclamation at least every 14 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 14 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.

3.5.1 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

3.5.2 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

3.6 Pittsburg 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.

3.6.1 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 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.

3.6.2 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 FORM 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. Annex E addresses EOC communications systems and processes in detail.

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

3.6.3 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.

3.6.4 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.

3.7 Roles and Responsibilities

The following section describes roles and responsibilities for organizations supporting emergency responses.

3.7.1 City Departments

Below is a list of city departments and their role in emergency response.

City Attorney – Compliance and legal advice for EOC Management Team. Assist with ratification of local emergency and emergency orders. Acts in an advisory role to the Director of the EOC and the Policy Group.

City Council – Proclaim and/or ratify a local emergency, approve emergency orders and

serve as City Official. Act in an advisory role to the City Manager.

City Clerk – During an election, staff may serve as a Deputy Director to the Police Department and provide subject matter expertise to help make informed decisions. In non-election situations, may provide support staff to assist the various sections of the EOC.

City Manager's Office – The City Manager leads the Policy Group and is the interface between the EOC and the City Council. Provides staff to serve as the EOC / Joint Information Center (JIC) Public Information Officer, Equity Officer and appoints staff to special projects. Oversees the City's emergency services function and provides staff to manage the EOC facility, assist EOC response team with SEMS/NIMS process and protocols, and serve an advisor to the EOC Director. The City Manager has the authority to activate the EOC and mobilize staff.

Community and Economic Development – Provides staff to the Management Section's Policy Group and to the Business Operations Section to interface between city businesses and the City.

Finance – Provides staff to the Management Section's Policy Group and to the Finance & Administration Section to serve as Section Chief, Cost Recovery Documentation Unit, and Cost Analysis Unit. Additionally, provides staff to the Logistics Section for the Information Technology (IT) Unit, Communications Unit and the EOC Systems Support Unit.

Fire Protection District – Provides staff to the Management Section's Policy Group, EOC Director (Fire-led event) and to the Operations Section to serve as Section Chief and/or Fire Branch.

Human Resources – Provides staff for the Management Section's Policy Group and Safety Officer. May staff the Personnel Unit under the Logistics Section.

Parks and Recreation – Provides staff to the Management Section's Policy Group. May staff the Care and Shelter Branch under Operations Section and/or Facilities Unit in the Logistics Section.

Police Department – Provides staff to the Management Section's Policy Group, EOC Director (Law Event) and to the Operations Section to serve as Section Chief and/or Law Branch.

Public Works – Provides staff to the Management Section's Policy Group and to the Operations Section to serve as the Public Works Branch. Additionally, provides staff to the Operations Section to serve as the Utilities Unit.

3.7.2 Special Districts, Private, and Non-Profit Organizations

Volunteers

Depending on the event, EOC personnel can be composed of private and Nongovernmental Organizations (NGOs) who have technical expertise. As staff become available, volunteers will be incorporated into EOC operations.

Private Sector EOC Representatives

Private sector organizations play a key role before, during, and after an emergency. Private Sector Representatives can be composed of power, communication networks, transportation, security, and numerous other services upon which both response and recovery are particularly dependent.

Nongovernmental Organizations

NGOs play an important role before, during and after an emergency. NGOs such as the American Red Cross (ARC) and The Salvation Army are vital partners in supporting and promoting emergency preparedness, disaster response and mutual assistance.

3.8 Populations with Disabilities and Others with Access and Functional Needs

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 FAST and access to FAST through the State of California
- Americans with Disabilities Act of 1990 (ADA) compliant access to City programs, services, and facilities and 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 dogs 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

3.8.1 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 (3) 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 Americans with Disabilities Act of 1990 / Access and Functional Needs (ADA/AFN) populations. This database is maintained by the Community Development Department in coordination with the Care and Shelter ADA/AFN / Animals Branch. It is important to note that the data in these databases can be outdated and unreliable, but it can serve as a baseline.

Additionally, the U.S. Department of Health and Human Services emPOWER program creates a partnership between the Administration for Strategic Preparedness and Response (ASPR) and the Centers for Medicare and Medicaid Services (CMS). This program provides federal data, mapping, and artificial intelligence tools, as well as training and resources, to help communities nationwide protect the health of at-risk Medicare beneficiaries, including 4.5 million individuals who live independently and rely on electricity-dependent durable medical and assistive equipment and devices, and/or certain essential health care services.

3.9 Animal Considerations

The Pets Evacuation and Transportation Standards Act of 2006 (PETS Act) 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 to consider the needs of individuals with household pets and service animals, prior to, during, and after a major disaster or emergency.

The Pittsburg Police Department, in conjunction with the Contra Costa County Animal Services Department, (925) 335-8300, leads the implementation of the PETS Act during emergency response. 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 Pittsburg 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:

Contra Costa Animal Services	4800 Imhoff Place, Martinez, CA (925) 335-8300
Pinole Animal Shelter	910 San Pablo Avenue, Pinole, CA (510) 374-3966
Homeless Animals' Lifeline Organization (HALO)	Antioch, CA (925) 473-4642
Tony La Russa's Animal Rescue Foundation	2800 Mitchell Drive, Walnut Creek CA 94598 (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 (925) 779-6989

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.

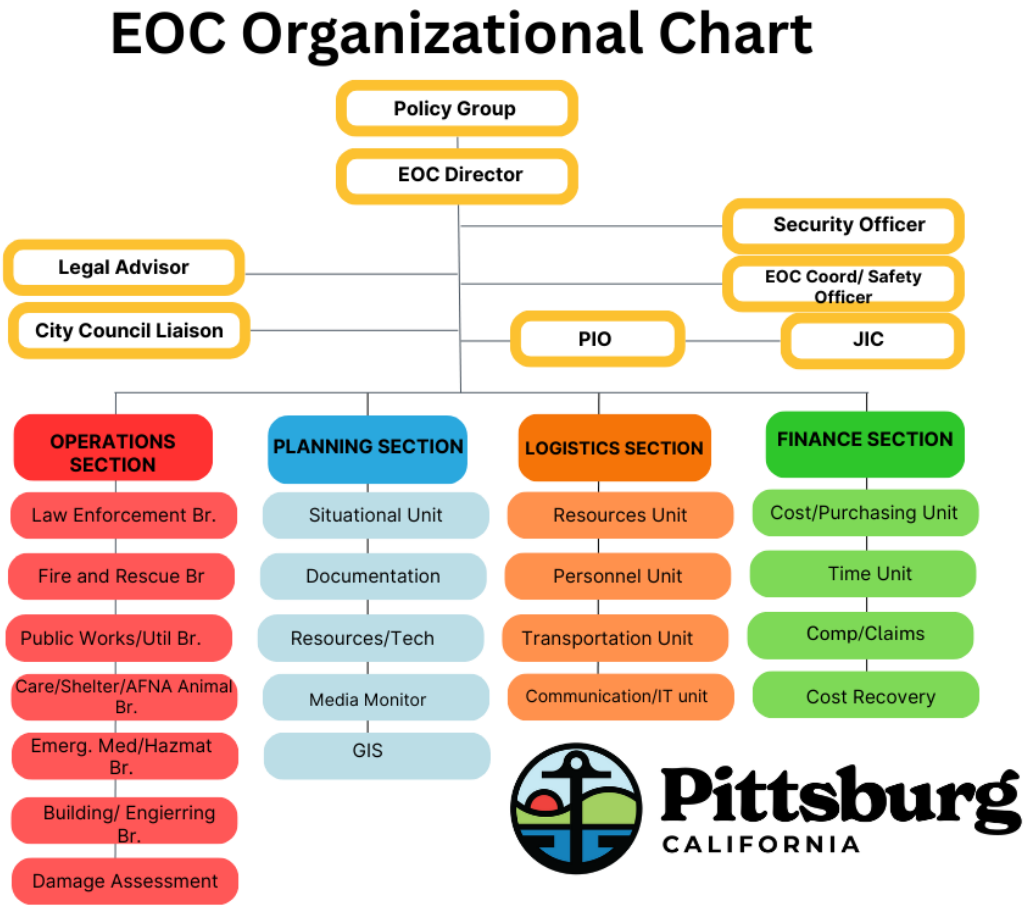


Figure 4-1: City Emergency Response Organization

4.2 EOC Priorities

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, regardless of hazard, 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

The City EOCs are located at:

Primary: Pittsburg City Hall
65 Civic Avenue, Pittsburg, CA 94565

Alternate 1: Marina Center
340 Marina Blvd, Pittsburg, CA 94595

Alternate 2: Old Fire Station
2555 Harbor St, Pittsburg, CA 94595

In the event the primary EOC is not functional, the decision to activate and staff an alternative EOC location will be made based on the safety, accessibility and suitability of the facility. 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 **Appendix D** for specifics on EOC rosters, contact information, and notification.

Should an activation be needed after hours, EOC staff 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 staff should contact their direct supervisor for information and further instructions. The EOC will be staffed for the initial response and initial activation periods; positions may be released as the incident stabilizes and the need for specific skill sets changes.

Key to making staff notification processes effective are accurate staff contact information

and early decision making on the appropriate staff to notify of an emergency. The city utilizes Everbridge for staff and stakeholder emergency notification groups and rosters. It will generate notifications on multiple communication 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 3: Duty Officer/Standby** - At the information level, City operations staff track the incident for possible impacts on operations and monitor for potential escalation.

Level 3 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 2: Partial Activation** - The EOC Director and potentially assigned EOC staff are notified at Level 2 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.

Level 2emergencies may 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 1: Full Activation** - The EOC is normally activated when a Level 1 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 1 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.

Level 3 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 Pittsburg 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 Pittsburg 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 workday, 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. 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, 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 staff and other personnel who operate the EOC are known collectively as the EOC Team. The EOC Team includes staff with either 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-on 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:

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 finance, 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 Public Information Officer (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

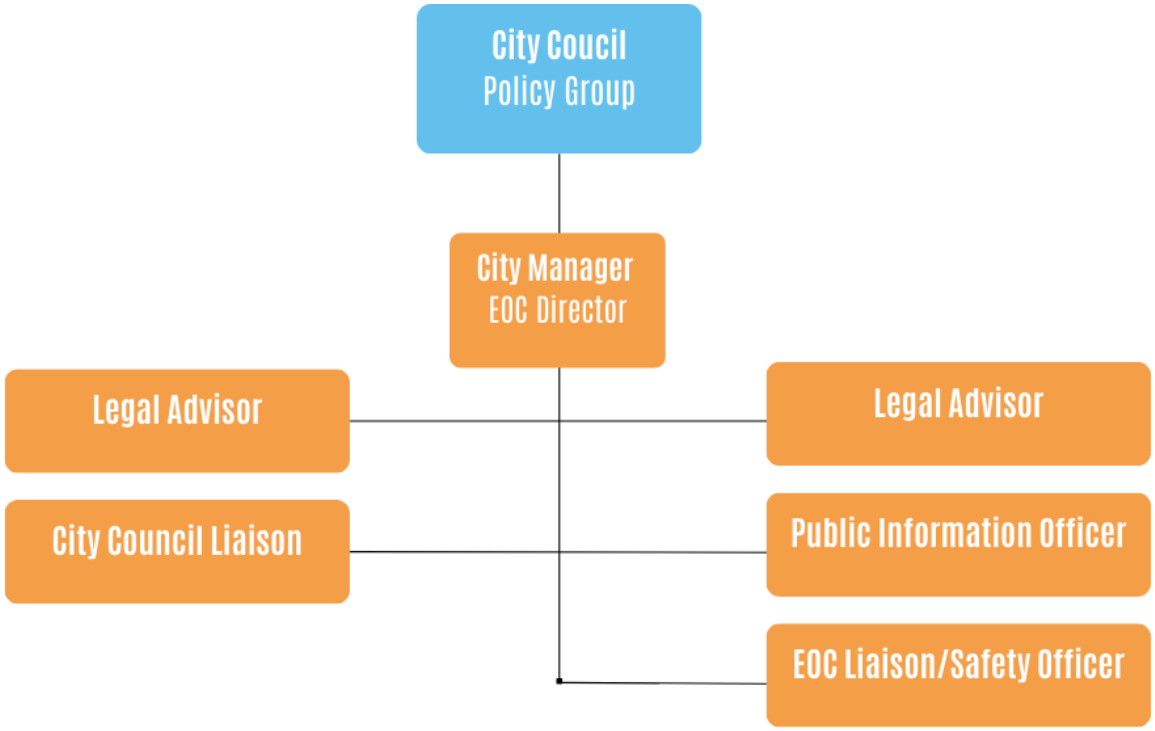


Figure 4-2: City Council Policy Group Organization

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 for developing 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 reports to the EOC Director. They coordinate with representatives assigned to the EOC and respond 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. 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 disasters or emergencies. 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**.

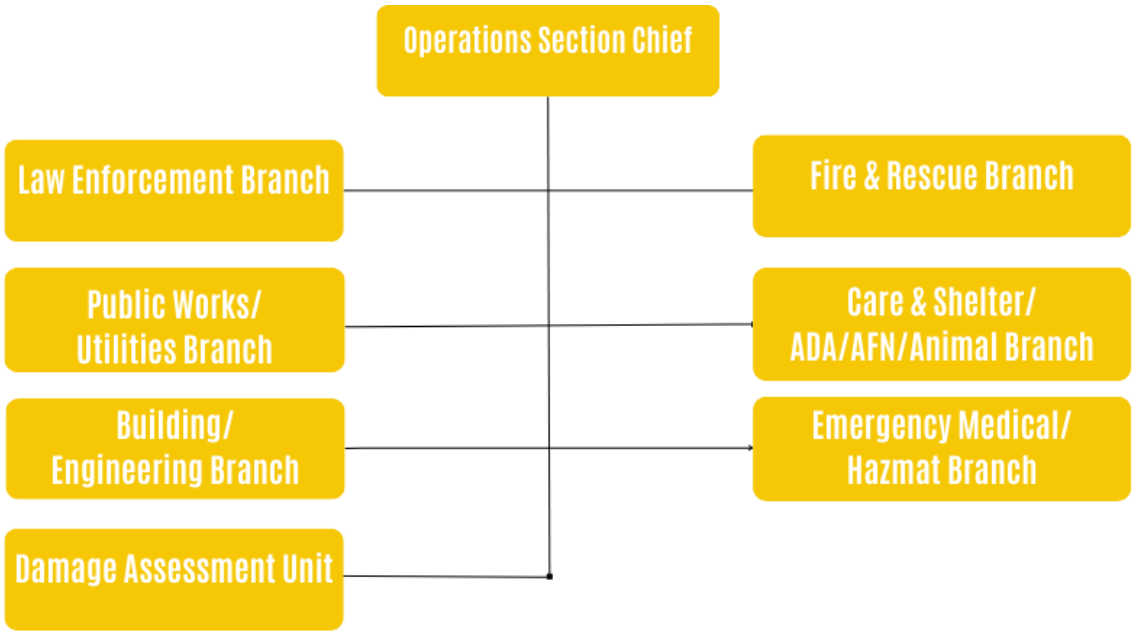


Figure 4-3: Operations Section Organization

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 for alerting and notifying the public of pending or existing emergencies and activating all public warning systems. They coordinate movement and evacuation operations, law enforcement, traffic control operations and provide 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 (ADA/AFN) / 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 Office of the Sheriff for pet evacuations and animal control issues such as lost and stray pets.

Damage Assessment Unit

Responsible for conducting building, structure and property inspections using approved procedures. Document the location of an level of damage to City facilities. Document emergency protective measures and debris removal activity and estimate cost. Coordinate with the Finance Section to submit Damage Assessment information to the County for Public Assistance.

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.

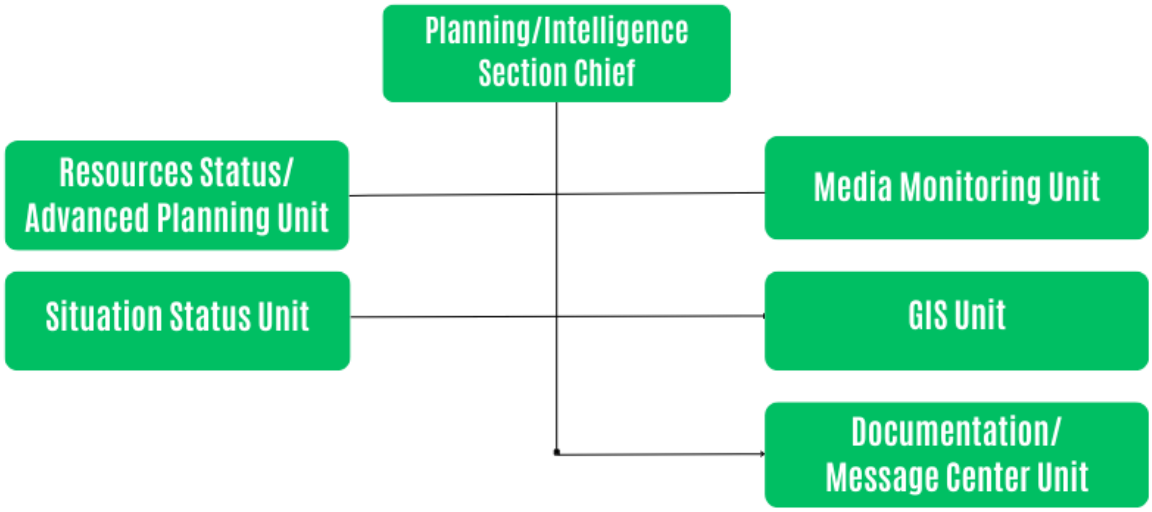


Figure 4-4: Planning/Intelligence Section Organization

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, display and disseminate situation information, prepare situation status reports and develop the EOC Action Plan. They provide incident documentation collection and maintenance. The PSC supports developing incident analytical tools such as GIS maps and databases. 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 databases, 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 facilities, security, transportation, supplies, equipment maintenance and fuel, food services, communications and information technology support, and emergency responder medical services, including inoculations.

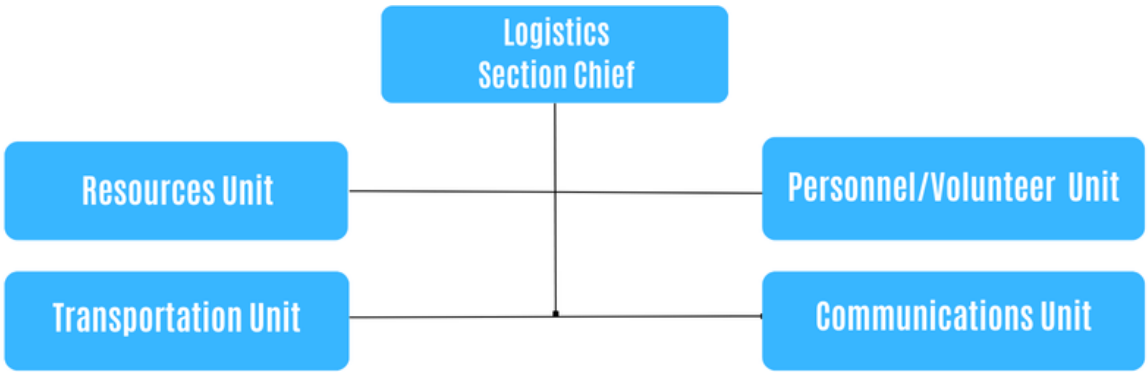


Figure 4-5: Logistics Section Organization

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.

Resource Unit

The Resource 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 Pittsburg 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.

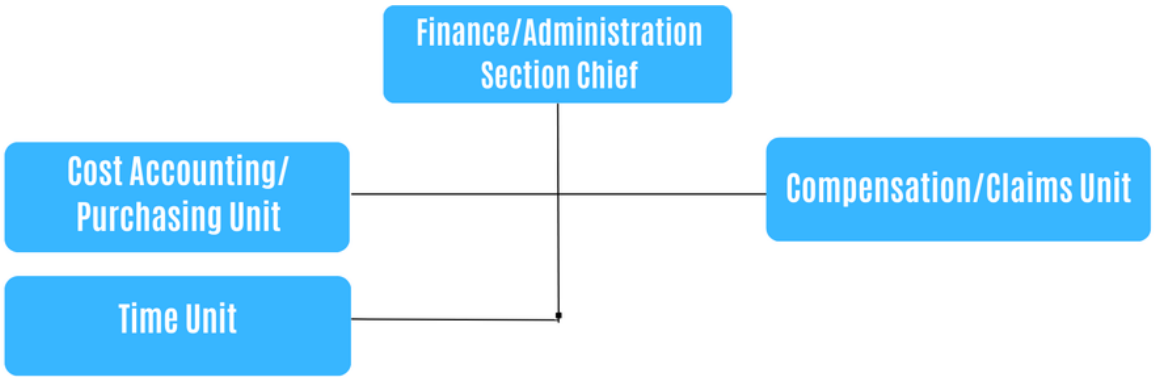


Figure 4-6: Finance/Administration Section Organization

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 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 developing Action Plans.

4.4 Information Collection, Analysis, and Dissemination

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 FORM 201 should be shared with Field Incident Command Posts and the Operational Area. The ICS FORM 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.

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 (4) to eight (8) hours, a confirmation and update of the initial Situation Report should be made including a preliminary damage assessment and status of City response operations.

4.5 Mutual Aid

The following section discusses mutual aid systems and procedures.

4.5.1 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.

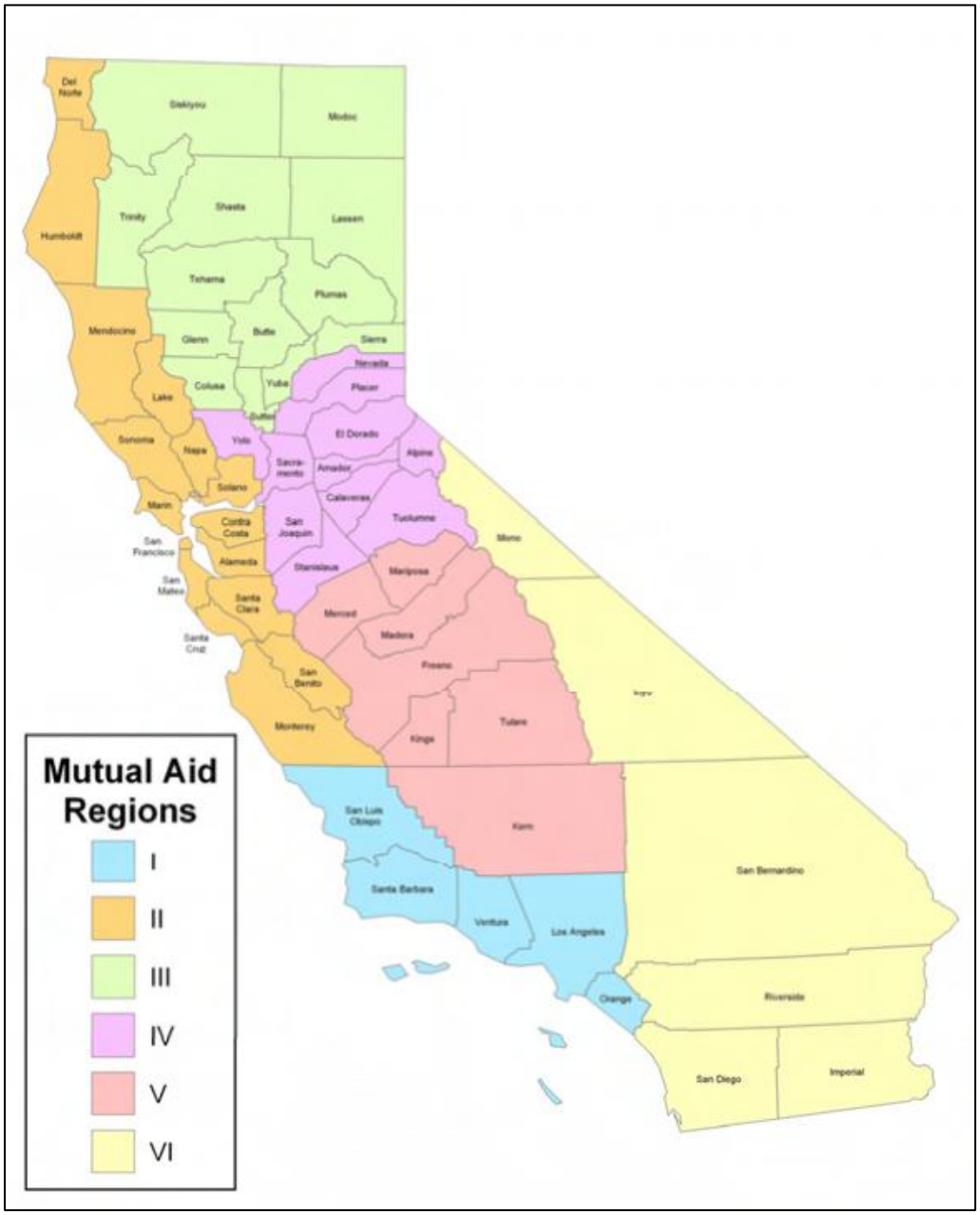


Figure 4-7: California Mutual Aid Regions

4.5.2 Public Works Master Mutual Aid Agreement

The Public Works Mutual Aid Agreement (PWMAA) was established in October 1989 as a means for public works agencies to receive mutual aid quickly following a catastrophic disaster, such as a large earthquake. It is voluntary and participating agencies are under no obligation to provide or deplete their own resources. The PWMAA was modeled on the

fire and law mutual aid systems with the notable exception that the PWMAA requires a local emergency proclamation and that the requesting jurisdiction pays for any assistance.

4.5.3 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.

4.5.4 Pittsburg 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 Pittsburg 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 Pittsburg 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 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.

4.6 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.

4.7 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 allowing 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 DSWs 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.

4.8 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 others with access and functional needs in accordance with the ADA, as well as other federal, state, and local codes and disability rights laws.

4.9 After-Action Reports (AARs)

AARs 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.

4.10 Alerting and Warning

Alert and warning is the process of alerting governmental forces and the public to the threat of imminent extraordinary danger. Depending 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.

4.10.1 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.

4.10.2 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 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. Local EAS voice and video broadcasts are accomplished at the Contra Costa Operational Area EOC.

The monitor assignments are as follows:

Station	Monitors
AM 1670	City of Pittsburg 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 CLERS 154.710mhz (recommended)	KCBS 740, KQED 88.5 (required) Cable TV firms NWS 162.400mhz,

4.10.3 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.

4.10.4 California State Warning Center (CSWC)

The CSWC is staffed 24 hours a day, seven (7) 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 callouts (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

4.10.5 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 (Colorado Springs, Colorado) and the Alternate National Warning Center (Olney, Maryland).

The California State Warning System is used by the State to monitor all state-wide alert and warning activities. 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 the California State Warning Center alert and warning program 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.

4.10.6 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, tornados, severe heat, rain, snowstorms, 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 National 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

4.10.7 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.

4.10.8 Emergency Digital Information System (EDIS)

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.

4.11 Communications

This section describes other communications systems available to the City that can provide alternatives to telephone, SMS or public safety radios.

4.11.1 Government Emergency Telecommunications Services/Wireless Priority Service

City staff utilize Government Emergency Telecommunications Service (GETS). GETS is a federally sponsored program that provides government first responders with priority service for landline telecommunications. A GETS card has been issued to all managerial staff, each position in the Planning Section, Logistics Section, and Finance Section, and to both the Emergency Manager and Coordinator. Wireless Priority Service (WPS) is intended to be used in an emergency or crisis situation when the wireless network is congested and the probability of completing a normal call is reduced. All staff can add to their personal cell phones for an additional charge.

4.11.2 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 uninterruptable 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.

4.11.3 Radio Amateur Civil Emergency Services (RACES)

Contra Costa County has a volunteer RACES group. RACES is sponsored by FEMA and operates according to 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 DSWs. 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 in 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.

4.12 Public Information

This section provides information on means to provide information to the public during an emergency.

4.12.1 Everbridge (Alert Pittsburg)

The City of Pittsburg and the Pittsburg Police Department have an Everbridge account used to make notifications via text message, email, or voice to citizens that have registered for the system. Residents 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 the community. Additionally, the system supports Teletypewriters (TTY) and

Telecommunications Devices for the Deaf (TDD) (see Paragraph 4.12.3). To sign up, residents can access the Everbridge portal on the City's website. Once registered, smartphone users can download the Everbridge app to monitor messages and events.

4.12.2 Pittsburg Community Alert Systems

The City is part of the Contra Costa County 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. The CWS also includes a siren warning system.

The reverse 9-1-1 Telephone Emergency Notification System (TENS) works in conjunction with the siren system. 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.

4.12.3 Communicating with Vulnerable Populations

The City's Alert Pittsburg program supports TTY and TDD. When signing up to receive alerts, residents are able to choose how they want to receive the messages and can disclose whether the resident is non-ambulatory, has refrigerated medicines or is oxygen dependent. This allows first responders to collect information about residents to incorporate into response operations and ensure everyone is accounted for.

4.12.4 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 affecting the City. Emergency alerts are also provided on Radio Station 790, KABC AM.

5. Administration, Finance, and Logistics

When activated, the City EOC establishes priorities for resource allocation during the emergency. All City resources are considered part of a pool, which may be allocated by the EOC to fulfill priority missions. Each department retains control of its non-assigned resources until released for an emergency assignment by the EOC. Resource Requests will be made through one of the following processes:

- Discipline-specific (usually Fire and Law) mutual aid systems: Requests for resources that are normally within the inventories of the mutual aid system will go from local coordinators to Operational Area Mutual Aid Coordinator to the Regional Mutual Aid Coordinator.
- All other resource requests will be made through the Logistics Section to determine if the resource is available internally or if there are other more appropriate resources located within the OA.

Resource requests for equipment, personnel, or technical assistance not available to the City should be requested through the County EOC. Once the request is coordinated, approved and resources deployed, the EOC Resource Status Unit, in coordination with various Operations Branches, is responsible for tracking the resources.

Once received, available resources will be allocated to the requesting field incident activity. If requests for a specific resource exceed the supply, the available resources will be allocated consistent with the priorities established through the action planning process. The Section Chiefs in the EOC are responsible for ensuring that priorities are followed.

6. Plan Development, Distribution and Maintenance

Per Section 2.44.080 of the Pittsburg Municipal Code, the Pittsburg 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 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 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.

6.1 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 for updating and revising their departmental procedures regularly and submitting 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 the 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

6.2 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 6-1** provides a recommended schedule of training for City staff. **Table 6-2** provides a recommended schedule of exercise for City staff.

Table 6-1: Recommended City-wide Training Schedule

On hiring and every 5 years	ICS 100 – Introduction to Incident Command System	All employees
On hiring and every 5 years	ICS 200 – Basic Incident Command System for Initial Response	All employees
On hiring and every 5 years	IS 700 – An Introduction to the National Incident Management System	All employees
On hiring and every 5 years	ICS 300 – Intermediate ICS for Expanding Incidents	EOC staff

On hiring and every 5 years	ICS 400 – Advanced ICS for Complex Incidents	EOC staff
On hiring and every 5 years	G289 – Public Information Officer Awareness	PIO Staff
Annually	Everbridge Training/Internal Contact Updates	PIO/Communications Staff
Annually	Cost Recovery Training	Finance Staff

Table 6-2: Recommended City-wide Exercise Schedule

Annually	EOP Workshop	New Employees
Annually	Evacuation Drills of All City Owned Facilities	All employees
Annually	Tabletop or Functional Exercise	Emergency operations staff
Every 3 years or as available	Full-Scale Exercise	Emergency operations staff

6.3 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.

6.4 Authorities

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

6.4.1 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)

6.4.2 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

6.4.3 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 Pittsburg 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 2021 Emergency Operations Plan.

6.5 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 2024
- State of California Emergency Management Mutual Aid Plan 2022
- California Law Enforcement Mutual Aid Plan 2019
- California Fire Service and Rescue Emergency Mutual Aid Plan 2023
- California Public Health and Medical Emergency Operations Manual 2023
- Bay Area Earthquake Plan 2016
- Contra Costa Operational Area Emergency Operations Plan 2011
- Contra Costa County Multi-Jurisdiction Local Hazard Mitigation Plan Update 2018
- California Water and Wastewater Response Network (CalWARN)
- Building Inspector Safety Assessment Program (SAP)
- Contra Costa Operational Area Earthquake Plan 2010
- City of Pittsburg Local Hazard Mitigation Plan 2022
- City of Pittsburg Continuity of Operations Plan (2025)
- Other City Department Emergency Operations Plans and Standard Operating Procedures

7. Appendices

Appendix A: Glossary and Acronyms

Appendix B: Information Collection and Dissemination

Appendix C: EOC Operations and Detailed Position Job Aids / Checklists

Appendix D: EOC Staffing Roster

Appendix E: Action Planning and Situation Reporting

Appendix F: After-Action Report

Appendix G: Recovery Operations Framework

Appendix H: Continuity of Government

Appendix I: Contacts

Appendix J: EOC Layouts

Appendix K: City Schools

7.1 Appendix A: Glossary and Acronyms

AAR	After-Action Report
AAR/IP	After-Action Report / Improvement Plan
ADA	Americans with Disabilities Act of 1990
ADAAA	ADA Amendment Act
AFN	Access and Functional Needs
ARC	American Red Cross
ASPR	Administration for Strategic Preparedness and Response
BART	Bay Area Rapid Transit
Cal OES	California Governor's Office of Emergency Services
CAL FIRE	California Department of Forestry and Fire Protection
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
CBRNE	chemical, biological, radiological, nuclear and explosives
CCH	Contra Costa Health

CCHSHMP	Contra Costa Health Services Hazardous Material Program
CCWD	Contra Costa Water District
CDFA	California Department of Food and Agriculture
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
CMS	Medicare and Medicaid Services
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
DDW	Division of Drinking Water
DMA	Disaster Mitigation Act of 2000
DOC	Department Operations Center
DSW	Disaster Service Workers
DSWV	Disaster Service Worker Volunteer
DTSC	State Department of Toxic Substances Control
EAS	Emergency Alert System
EDD	California Employment Development Department
EDIS	Emergency Digital Information System
EF	Enhanced Fujita
EMAC	Emergency Management Assistance Compact
EMMA	Emergency Management Mutual Aid System
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FAST	Functional Assessment Service Teams
FCC	Federal Communications Commission
FCO	Federal Coordinating Officer

FEMA	Federal Emergency Management Agency
FSC	Finance Section Chief
GETS	Government Emergency Telecommunications Service
HERU	Health Emergency Response Unit
HHS	U.S. Department of Health and Human Services
HMGP	Hazard Mitigation Grant Program
HSPD	Homeland Security Presidential Directive
HUD	Housing and Urban Development
IAP	Incident Action Plan
ICP	Incident Command Post
ICS	Incident Command System
IDA	Initial Damage Assessment
IDE	Initial Damage Estimates
IFGP	Individual and Family Grant Program
IHP	Individuals and Households Program
IPAWS	Integrated Public Alert and Warning System
JFO	Joint Field Office
JIC	Joint Information Center

KCFCC	Kirker Creek Flood Control Channel
LAC	Local Assistance Centers
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
MFI	Mass (or Multi) Fatality Incident
MHOAC	Medical Health Operational Area Coordinator
MMI	Modified Mercalli Intensity
M-POD	Medical Point of Dispensing
MRC	Medical Reserve Corps
MSL	Mean Sea Level
Mw	Moment Magnitude
NAWAS	National Warning System
NDRF	National Disaster Recovery Framework
NFIP	National Flood Insurance Program

NFPA	National Fire Protection Association
NGO	Nongovernmental organization
NIMS	National Incident Management System
NOAA	National Oceanic and Atmospheric Administration
NRF	National Response Framework
NWS	National Weather Service
OA	Operational Area
OASIS	Operational Area Satellite Information System
OSC	Operations Section Chief
PA	Public Assistance
PAPPG	Public Assistance Program and Policy Guide
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
POD	Point of Distribution
PPD-8	Presidential Policy Directive

PSC	Planning Section Chief
PUSD	Pittsburg Unified School District
PWMAA	Public Works Mutual Aid Agreement
RACES	Radio Amateur Civil Emergency Services
RDMHC	Regional Disaster Medical Health Coordinators
REOC	Regional EOC
ROC	Recovery Operations Center
SAP	Safety Assessment Program
SBA	Small Business Administration
SCO	State Coordinating Officer
SCU	Santa Clara Unit
SEMS	Standardized Emergency Management System
SOC	State Operations Center
SOG	Standard Operating Guide
SOP	Standard Operating Procedure
TBD	To Be Determined
TDD	Telecommunications Devices for the Deaf
TENS	Telephone Emergency Notification System

TTY	Teletypewriters
UC	Unified Command
UCERF3	Third Uniform California Earthquake Rupture Forecast
USGS	U.S. Geological Survey
VOAD	Volunteer Organizations Active in Disasters
WARN	Warning, Alert and Response Network
WEA	Wireless Emergency Alert
WGCEP	Working Group on California Earthquake Probabilities
WPS	Wireless Priority Service

7.2 Appendix B: Information Collection and Dissemination

This Appendix describes EOC information collection and management processes for an incident that requires EOC activation.

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 shortfalls. 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.

Damage Assessments

Initial damage assessments are gathered by field staff and reported to the EOC. Damage assessment is the process of identifying and quantifying damage that occurs because of an incident. The objective of the damage assessment is to provide situational awareness to the EOC about the state of critical and essential functions to help facilitate the move from response into recovery. It also facilitates the decision to appropriately direct resources and teams. As a component of the damage assessment, agencies also determine Initial Damage Estimates (IDE) which are used as the initial basis to justify or determine state or federal assistance.

Damage assessments are conducted in two phases outlined below:

- Initial Damage Assessment (IDA) – This assessment begins during the response phase and helps to determine life safety issues, identify hardest hit areas, and to estimate the damaged infrastructure within the jurisdiction. The initial damage assessment determines whether more detailed damage assessments are necessary and identifies certain areas where continued efforts should be concentrated. This includes an IDE, an estimated cost for emergency response actions, temporary measures and permanent repairs. These are educated estimates that are needed as

soon as possible during the response and are updated as information becomes available.

- Preliminary Damage Assessment (PDA) – This assessment is done to verify the initial damage assessment during the recovery phase (especially for state/federal assistance). A FEMA/State team will usually visit local jurisdictions and view their damage first-hand to assess the scope of damage and estimate repair costs. The assessment also identifies any unmet needs that may require immediate attention.

Table B-1: Information Collection Plan

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
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
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
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

Situation Summary Reports

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 (2) to four (4) hours following an emergency and follow-on Reports may be required as often as every two (2) hours. Below is a template for the Situation Summary Report form.

ICS-209 Modified **Situation Summary Form** **Incident Name:**		**How to use this form:**
Date	Time	**Purpose:** ▪ Summarize situational information, resource changes and problems / concerns for the entire response. This update will be distributed to all modules.
Operational Period:		**When to fill out:** ▪ 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
Prepared by: Name: Position:		**Completed by:** ▪ Situation Status Unit and approved by Planning/Intelligence Coordinator
Approved by: Name: Position: EOC Director Signature:		**Approved by:** ▪ EOC Director ▪ EOC Command & General Staff as a component of the Action Plan
		Send to: Form has ***multiple pages***; make sure all fields are completed!

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**

Major changes in personnel and/or resource deployment since last situation status update

Resource (include name if personnel)	Section	Disposition	Current location

Major problems or concerns identified and resolution, if any:

Problem / Concern	Resolution

Other Instructions / Comments:

7.3 Appendix C: EOC Operations and Detailed Position Job Aid / 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 4-1** 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.

EOC Position Job Aid / 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. EOC Liaison / Safety Officer
4. EOC Coordinator / Security Officer
5. Legal Advisor
6. City Council Liaison
7. Operations Section Chief
8. Law Enforcement Branch
9. Fire and Rescue Branch
10. Public Works / Utilities Branch
11. Building/Engineering Branch
12. Damage Assessment Unit
13. Care and Shelter / ADA/AFN / Animals Branch
14. Emergency Medical / Hazardous Materials Branch
15. Planning/Intelligence Section Chief
16. Resource Status / Advanced Planning / Technical Unit
17. Situation Status Unit
18. Documentation Unit / Message Center
19. Media Monitoring Unit

20. GIS Unit
21. Logistics Section Chief
22. Resource Unit
23. Transportation Unit
24. Personnel/Volunteers Unit
25. Communications Unit
26. Finance/Administration Section Chief
27. Cost Accounting / Purchasing Unit
28. Time Unit
29. Compensation & Claims Unit

The checklists include responsibilities for both immediate and sustained response.

7.3.1 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:

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 ELECTRONIC)
- 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
- EOC 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
- ☐ 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 the 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 after-action report
- ☐ Approve final after-action report

- REPORT – AFTER-ACTION REPORT See **Appendix F**

- ☐ Turn in completed job aids, forms, and notes to Documentation Unit

7.3.2 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:

- EOC 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 ELECTRONIC)
- 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 workstation 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
- ☐ Monitor media channels periodically
- ☐ 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, workstation 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

7.3.3 Liaison

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 (CAN BE ELECTRONIC)
- 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 workstation to ensure readiness

☐ Wear identification vest and read over Job Aid

☐ Receive situation, section and position briefing from available / appropriate personnel

☐ Ensure readiness to maintain concise records of position activities

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, workstation clean-up and forwarding phone numbers 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
- ☐ Provide a forwarding phone number where you can be reached
- ☐ Be prepared to provide input to the after-action report

7.3.4 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 after-action report

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 ELECTRONIC)
- 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 workstation 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, workstation 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 after-action report

7.3.5 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 ORDNANCES, COUNTY AND STATE CODE, 42 U.S.C. 5121 (STAFFORD ACT AS AMENDED)

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE ELECTRONIC)

- 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 workstation to ensure readiness
  - ☐ Wear identification vest and read over Job Aid
  - ☐ Receive situation, section and position briefing from available/appropriate personnel
  - ☐ Ensure readiness to maintain concise records of position activities
- FORM 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, workstation 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

7.3.6 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 proper flow of information to City Council. They are responsible for developing guidelines, directives, action plans and situation updates to support the City Council in conjunction with EOC Director.

ELEMENTS INCLUDE:

- Coordinate information to and from City Council.
- Function as a central point of contact for City Council.
- Interact with other sections and branches/groups/units within the EOC to obtain information, assist in coordination, and ensure the proper flow of information to City Council.
- Ensure that all developed guidelines, directives, action plans, and appropriate situation information is disseminated to City Council.

Reports To:

- EOC Director

Plans and Reports:

- CITY EOP (FOR LIAISONS)
- SITUATIONAL REPORTS

Forms and Guides:

- POSITION JOB AID
- ICS-205 COMMUNICATIONS LIST
- ICS-208 SAFETY MESSAGE
- ICS-211 CHECK-IN LIST
- ICS-214 ACTIVITY LOG

Technology:

- LAPTOP
- PHONE

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE ELECTRONIC)
- 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 workstation to ensure readiness

☐ Wear identification vest and read over Job Aid

☐ Receive situation, section and position briefing from available/appropriate personnel

☐ Ensure readiness to maintain concise records of position activities

City Council Liaison:

☐ Work with the Liaison Officer to arrange City Council tours and coordinate with the PIO and Field Incident Commanders

☐ 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

☐ Brief City Council on current situation, priorities and EOC Action Plan, periodically

☐ Know the working location for any Agency Representative assigned directly to a branch/unit

☐ Provide periodic update briefings to City Council as necessary

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 all completed documentation to the Documentation Unit
  - ☐ Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone numbers 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 departure
- ☐ Clean-up 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

7.3.7 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/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 ELECTRONIC)
- 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 workstation to ensure readiness

- ☐ Wear identification vest and read over Job Aid
- ☐ Receive situation, section and position briefing from available and appropriate personnel
- ☐ Ensure readiness to maintain concise records of position activities

- FORM 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, workstation 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

7.3.8 Law Enforcement Branch

Responsible for alerting and notifying the public of pending or existing emergencies and activating public warning systems. They coordinate movement and evacuation operations, law enforcement, and traffic control operations, and provide 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 ELECTRONIC)
- VEST

Activation:

- ☐ Check in at the EOC
- FORM ICS-211
- FORM ICS-205
  - ☐ Check workstation to ensure readiness
  - ☐ Wear identification vest and read over Job Aid
  - ☐ 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
- ☐ 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, workstation 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

7.3.9 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 ELECTRONIC)
- 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 workstation to ensure readiness

☐ Wear identification vest and read over Job Aid

☐ Receive situation, section and position briefing from available and appropriate personnel

☐ Ensure readiness to maintain concise records of position activities

- FORM 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, workstation 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

7.3.10 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 ELECTRONIC)
- 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 workstation to ensure readiness

☐ Wear identification vest and read over Job Aid

☐ Receive situation, section and position briefing from available and appropriate personnel.

☐ Ensure readiness to maintain concise records of position activities

- FORM 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 Building/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 Contra Costa 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 Contra Costa Health and PIO and provide situation reports for affected areas (including information on boil water order areas)
- ☐ Evaluate and prioritize potable water needs (quantity/location/duration—minimum two [2] 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, workstation 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

7.3.11 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 ELECTRONIC)
- 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 Pittsburg 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-20[1]) 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 it 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.)

[1] ATC-20: Procedures for Postearthquake Safety Evaluation of Buildings

- ☐ 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

- FORM POSITION JOB AID
- FORM CURRENT ICS-214

- ☐ Provide all completed documentation to the Documentation Unit
- ☐ Follow EOC check out procedures, including signing out, workstation clean-up and forwarding phone number where you can be reached

- FORM 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

7.3.12 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/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 ELECTRONIC)
- 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
- ☐ 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, workstation 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

7.3.13 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 ELECTRONIC)

- 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 workstation to ensure readiness
  - ☐ 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 Pittsburg 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
- ☐ 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 Operations Section will determine the reporting period

- ☐ 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, workstation 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

7.3.14 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 ELECTRONIC)
- 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 workstation 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 Contra Costa Health on all public health matters, emergencies and incidents
- ☐ Implement Point of Dispensing operations when directed by the Contra Costa 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, workstation 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

7.3.15 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 After-Action Report, 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 COMPILATION & 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 ELECTRONIC)
- 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 workstation to ensure readiness

☐ Wear identification vest and read over Job Aid

☐ Receive situation, section and position briefing from available and appropriate personnel

☐ Ensure readiness to maintain concise records of position activities

- FORM 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, workstation 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 after-action report

7.3.16 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:

- EOC ACTION PLAN
- 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 ELECTRONIC)
- 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 workstation to ensure readiness

- ☐ Wear identification vest and read over Job Aid
- ☐ Receive situation, section and position briefing from available and appropriate personnel
- ☐ Ensure readiness to maintain concise records of position activities

- FORM – 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 after-action reports
- ☐ 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/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, workstation clean-up and forwarding phone numbers 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

7.3.17 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 COMPILATION & 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 ELECTRONIC)
- VEST

Activation:

☐ Check in at the EOC

- FORM ICS-211

- FORM ICS-205
  - ☐ Check workstation to ensure readiness
  - ☐ Wear identification vest and read over Job Aid
  - ☐ Receive situation, section and position briefing from available and appropriate personnel
  - ☐ Ensure readiness to maintain concise records of position activities
- FORM - 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 emergencies 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, workstation 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

7.3.18 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 situational reports and Action Plans associated with the emergency
- Assist the EOC Coordinator in the preparation and distribution of the after-action report

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 ELECTRONIC)
- VEST

Activation:

☐ Check in at the EOC

- FORM ICS-211
- FORM ICS-205

☐ Check workstation to ensure readiness

☐ Wear identification vest and read over Job Aid

☐ Receive situation, section and position briefing from available and appropriate personnel

☐ Ensure readiness to maintain concise records of position activities

- FORM 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 and 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, workstation 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

7.3.19 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 ELECTRONIC)
- VEST

Activation:

- ☐ Check in at the EOC

- FORM ICS-211
- FORM ICS-205
  - ☐ Check workstation to ensure readiness
  - ☐ Wear identification vest and read over Job Aid
  - ☐ Receive situation, section and position briefing from available and appropriate personnel
  - ☐ Ensure readiness to maintain concise records of position activities
- FORM 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, workstation 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

7.3.20 GIS Unit

Responsible for managing and displaying geo-spatial data to provide incident situational awareness. develops mapping products. creates, acquires, uses and maintains relational databases 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 ELECTRONIC)
- VEST

Activation:

☐ Check in at the EOC

- FORM ICS-211
- FORM ICS-205

☐ Check workstation to ensure readiness

☐ Wear identification vest and read over Job Aid

- ☐ Receive situation, section and position briefing from available and appropriate personnel
- ☐ Ensure readiness to maintain concise records of position activities

- FORM 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, workstation 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

7.3.21 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 ELECTRONIC)
- 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 workstation to ensure readiness

☐ Wear identification vest and read over Job Aid

☐ Receive situation, section and position briefing from available and appropriate personnel

☐ Ensure readiness to maintain concise records of position activities

- FORM 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 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, workstation 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
- ☐ 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

7.3.22 Resource 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 ELECTRONIC)
- 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 workstation to ensure readiness

☐ Wear identification vest and read over Job Aid

- ☐ Receive situation, section and position briefing from available and appropriate personnel
- ☐ Ensure readiness to maintain concise records of position activities

- FORM 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 quantities 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, workstation 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

7.3.23 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 ELECTRONIC)
- 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 workstation to ensure readiness
  - ☐ Wear identification vest and read over Job Aid
  - ☐ Receive situation, section and position briefing from available and appropriate personnel
  - ☐ Ensure readiness to maintain concise records of position activities
- FORM 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 Building/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 after-action report

7.3.24 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 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 ELECTRONIC)
- 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 workstation to ensure readiness
  - ☐ Wear identification vest and read over Job Aid
  - ☐ Receive situation, section and position briefing from available and appropriate personnel
  - ☐ Ensure readiness to maintain concise records of position activities
- FORM 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
  - ☐ Coordinate with the Liaison Officer and Security Officer to ensure access, badging or identification, and proper direction for responding personnel upon arrival at the EOC
  - ☐ Assist the Fire & Rescue Branch and Law Enforcement Branch with ordering of mutual aid resources as required. To minimize redundancy, coordinate all requests for personnel resources from the field level through the EOC Operations Section prior to acting on the request
  - ☐ In coordination with the Safety Officer, determine the need for crisis counseling for emergency workers; acquire mental health specialists as needed
  - ☐ Arrange for childcare services for EOC personnel as required
  - ☐ Establish registration locations with sufficient staff to register volunteers, and issue them disaster service worker identification cards (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, workstation 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

7.3.25 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 ELECTRONIC)
- 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 workstation to ensure readiness
  - ☐ Wear identification vest and read over Job aid
  - ☐ Receive situation, section and position briefing from available and appropriate personnel
  - ☐ Ensure readiness to maintain concise records of position activities
- FORM 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, workstation 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

7.3.26 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 FEMA and/or Cal OES

Reports to:

- EOC Director

Reports:

- Cost Accounting / Purchasing 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

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE ELECTRONIC)
- 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 workstation to ensure readiness
- ☐ Wear identification vest and read over Job Aid
- ☐ Receive situation, section and position briefing from available and appropriate personnel

- ☐ Ensure readiness to maintain concise records of position activities

- FORM 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
- ☐ 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 / Purchasing Unit maintains all financial records throughout the emergency

- ☐ Ensure that the Time Keeping Unit tracks and records all agency staff time
- ☐ In coordination with the Logistics Section, ensure that the Purchasing Unit processes purchase orders and develops contracts in a timely manner
- ☐ Ensure that the Compensation & Claims Unit processes all workers' compensation claims, resulting from the emergency, in a reasonable timeframe, given the nature of the situation
- ☐ Ensure that the Time Keeping Unit processes all timesheets and travel expense claims promptly
- ☐ Ensure that the Finance/Administration Section provides administrative support to other EOC Sections as required.
- ☐ Ensure that all recovery documentation is accurately maintained by the Cost Accounting / Purchasing Unit during the response, and submitted on the appropriate forms to 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, workstation 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 after-action report

7.3.27 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

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE ELECTRONIC)
- 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 workstation to ensure readiness
- ☐ Wear identification vest and read over Job Aid
- ☐ Receive situation, section and position briefing from available and appropriate personnel
- ☐ Ensure readiness to maintain concise records of position activities

- FORM 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, workstation 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 after-action report

7.3.28 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/Administration 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 ELECTRONIC)
- 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 workstation to ensure readiness
  - ☐ Wear identification vest and read over Job Aid
  - ☐ Receive situation, section and position briefing from available and appropriate personnel
  - ☐ Ensure readiness to maintain concise records of position activities
- FORM 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, workstation 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

7.3.29 Compensation & Claims Unit

Responsible for investigating and processing physical-injury and property-damage claims arising from emergency/disaster incident

ELEMENTS INCLUDE:

- Supervise the Compensation & 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

Tools:

- WORKSTATION
- POSITION BINDER (CAN BE ELECTRONIC)

- 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 workstation to ensure readiness
  - ☐ Wear identification vest and read over Job Aid
  - ☐ Receive situation, section and position briefing from available and appropriate personnel
  - ☐ Ensure readiness to maintain concise records of position activities
- FORM 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 & 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, workstation 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

7.4 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 is 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 Coordinator				
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				
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				
Resource Unit				
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				

7.5 Appendix E: Action Planning and Situation Reporting

7.6 Action Planning

The EOC Action Plan is required during activation and an important document to Cal OES and FEMA demonstrating processes and procedures followed during an event. The Action Plan is a key document submitted for Disaster Recovery and Cal OES / FEMA may request to review this document if visiting the agency during an event.

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.

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

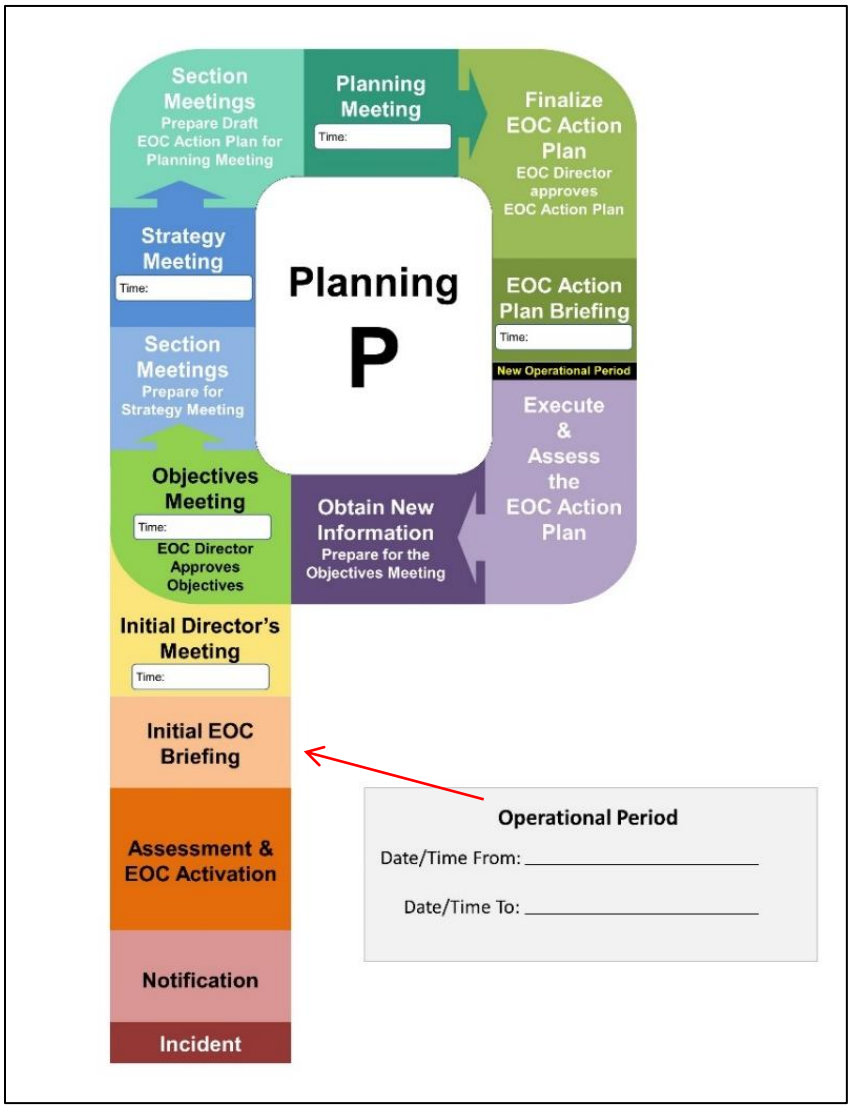
Finance/Administration Section Chief

- Provide cost implications of incident objectives as required
- Ensure that the Action Plan remains within the financial limits established by the EOC Director

The Planning Cycle

Action Plan development involves nine steps. Once the initial response is complete, an eight(8)-step process is repeated for each operational period.

. 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.

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)	❑

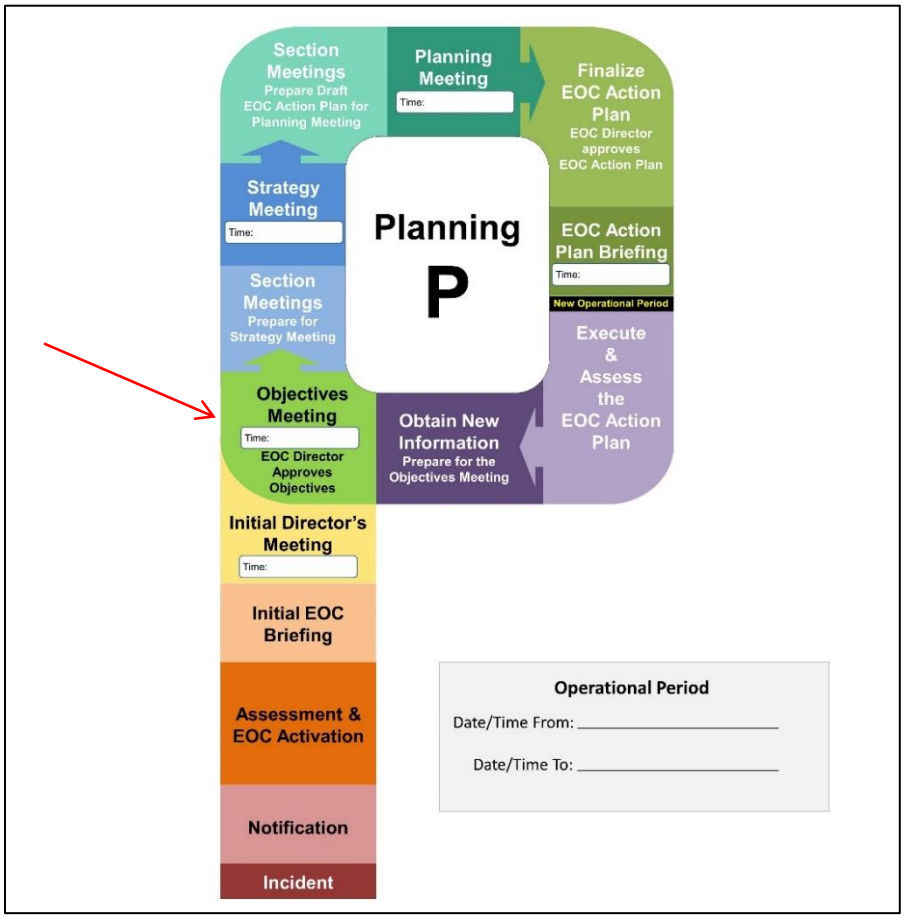
Figure E-1: Initial Meeting Template (One time only)

Outcome(s): Set the pace for the Action Planning process

Next Step(s):

- Prepare for the Objectives Meeting
- Objectives Meeting time: _____

. **Set Incident Objectives Meeting**



Before finalizing the Incident Objectives, the EOC Director will provide a draft copy to the Operations Section Chief. The Operations Section Chief should ensure that the Incident Objectives are understood and that they are realistic.

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.

Guidelines for the EOC Director on Setting Goals and Objectives

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.

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)	❑

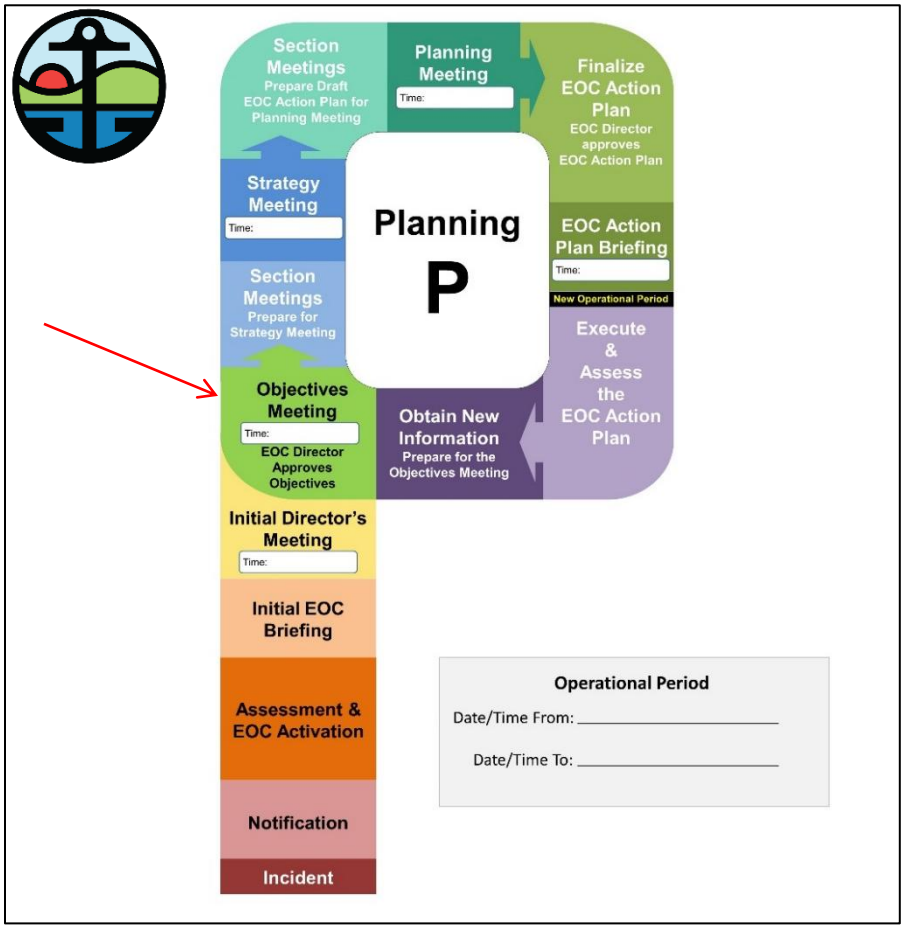
Figure E-2: Objectives Meeting Template

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: _____

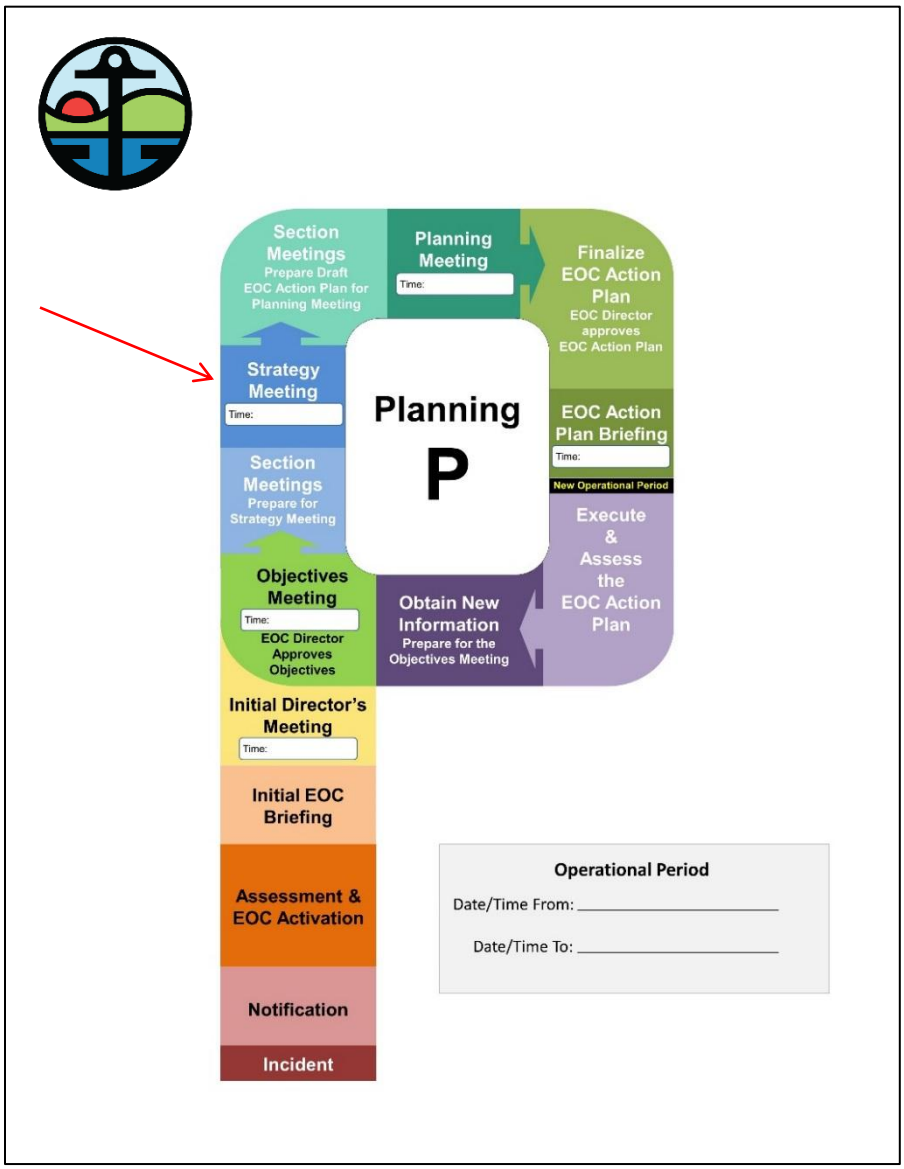
. **Command and General Staff Section Meetings / Preparing for the Strategy Meeting**



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.

. 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.

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)	❑

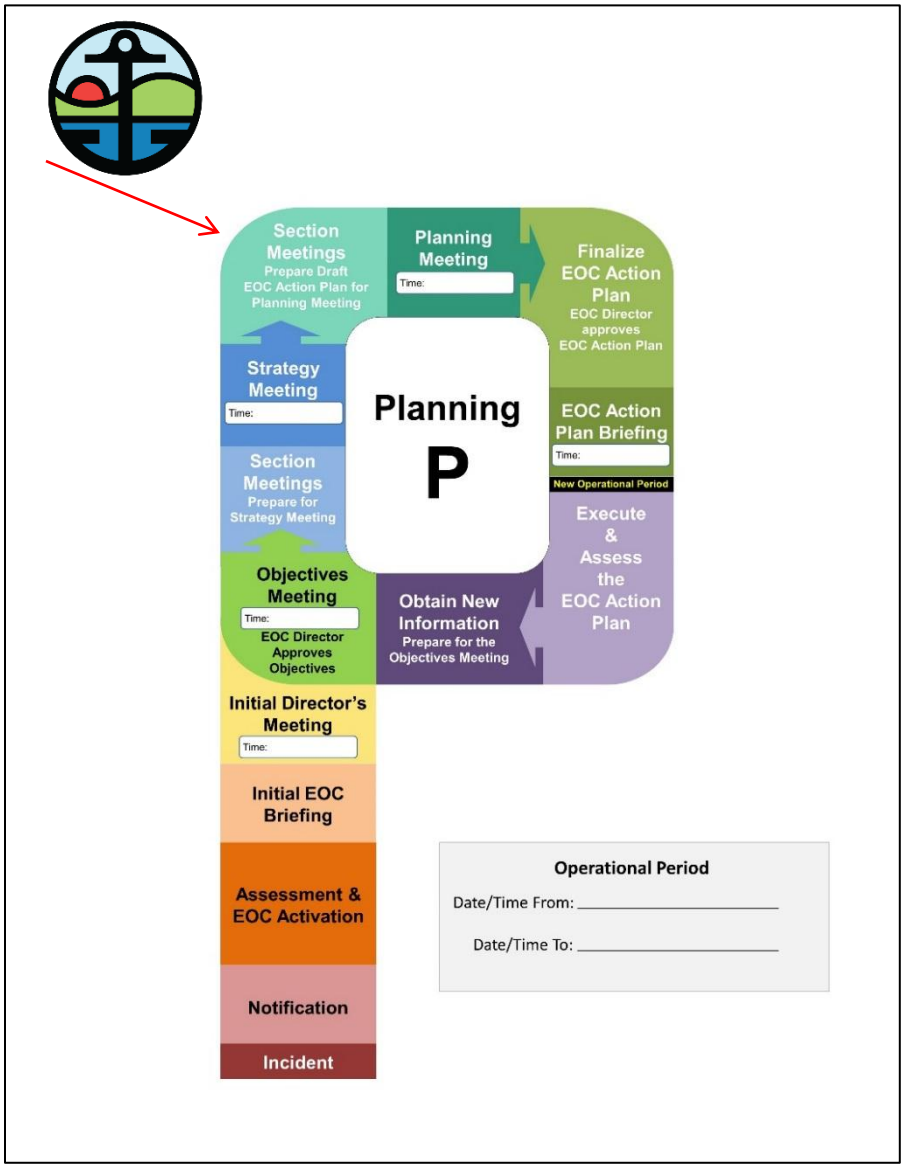
Figure E-3: Strategy Meeting

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: _____

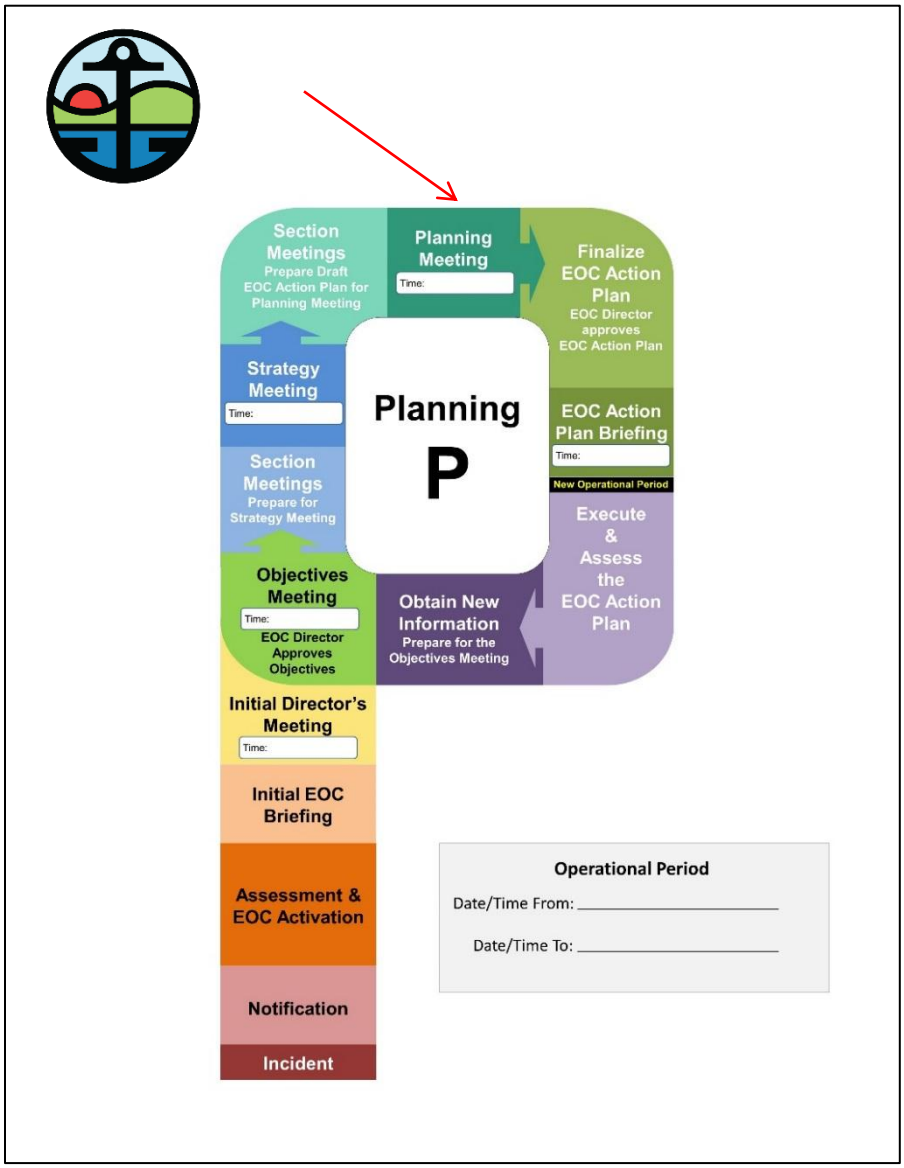
. **Section Meetings / Preparing for the Planning Meeting**



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

. **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.

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)	❑

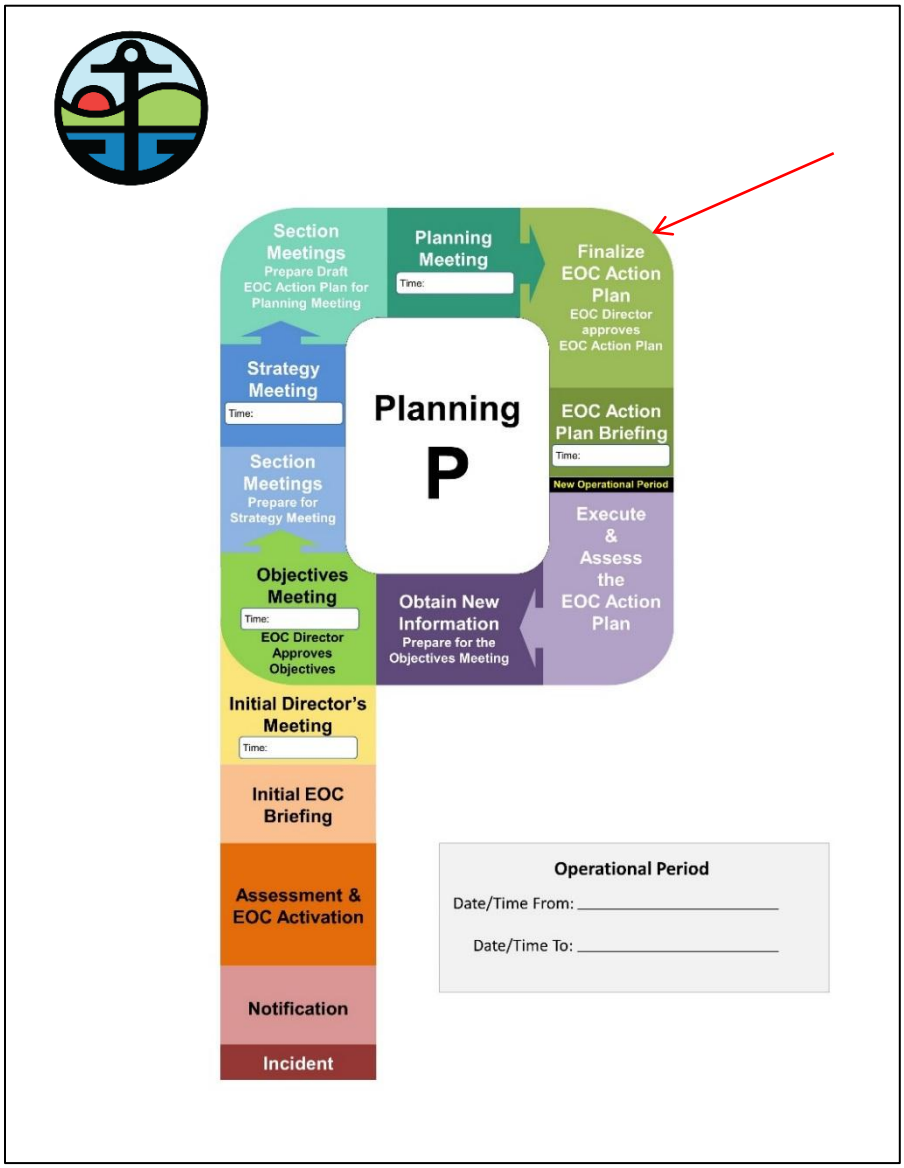
Figure E-4: Planning Meeting Template

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: _____

. Final Action Plan Preparation and Approval



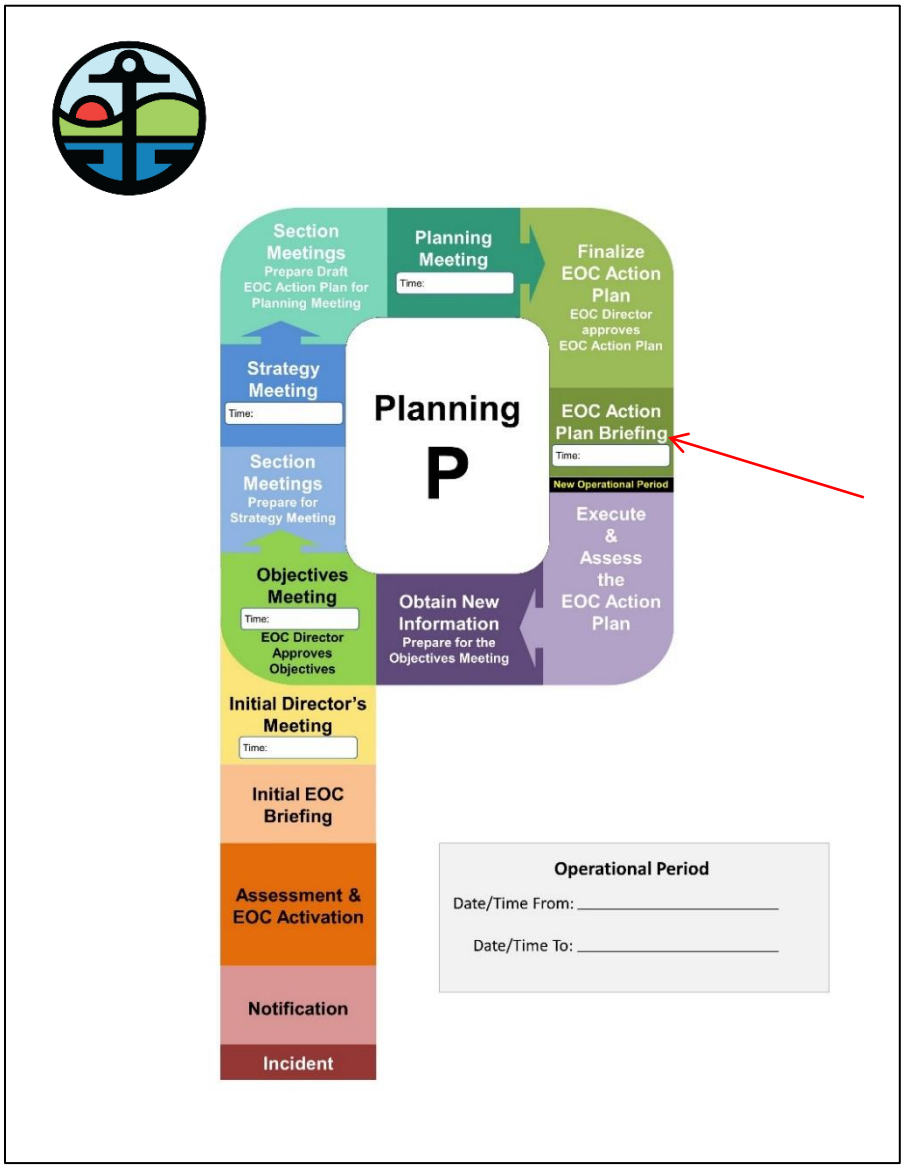
The next step in the Action Plan Process is final plan preparation and approval. The written plan is comprised of a series of standard forms and supporting documents, developed during this process that convey the EOC Director's intent and the Operations Section's direction in accomplishing the plan for 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:

- 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

. 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.

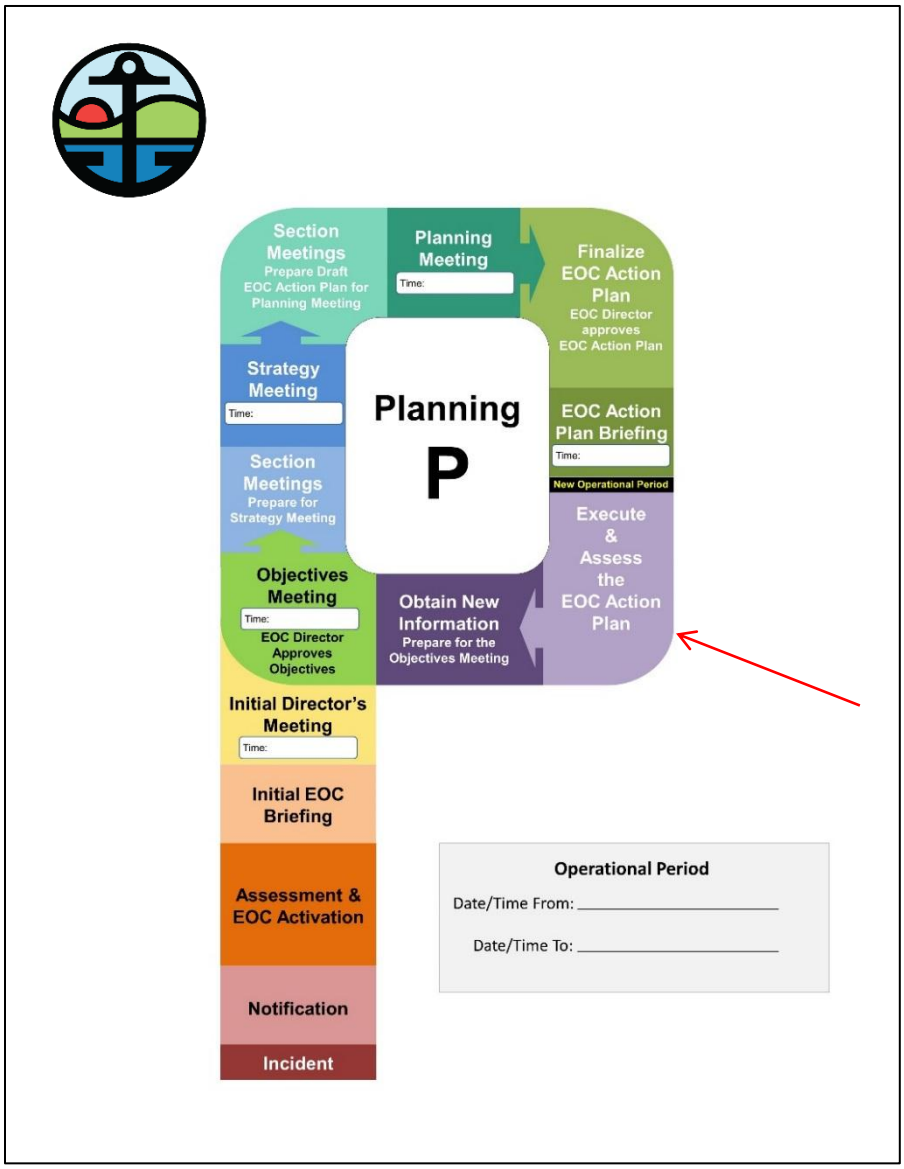
Facilitator:	Planning/Intelligence Section Chief	
Purpose:	• Distribute approved EOC Action Plan • A "stand-up" briefing conducted at the end / beginning of each Operational Period to brief the EOC Action Plan to oncoming EOC Staff	
Attendees:	All EOC Staff - ***Distribute the approved EOC Action Plan to all EOC Staff before the briefing begins***	
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: _____

. **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.

7.7 Appendix F: After-Action Report

City of Pittsburg 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: _____

7.8 Appendix G: Recovery Operations Framework

This Framework defines how the whole community, including emergency managers, community development professionals, recovery practitioners, City departments, private sector, 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.

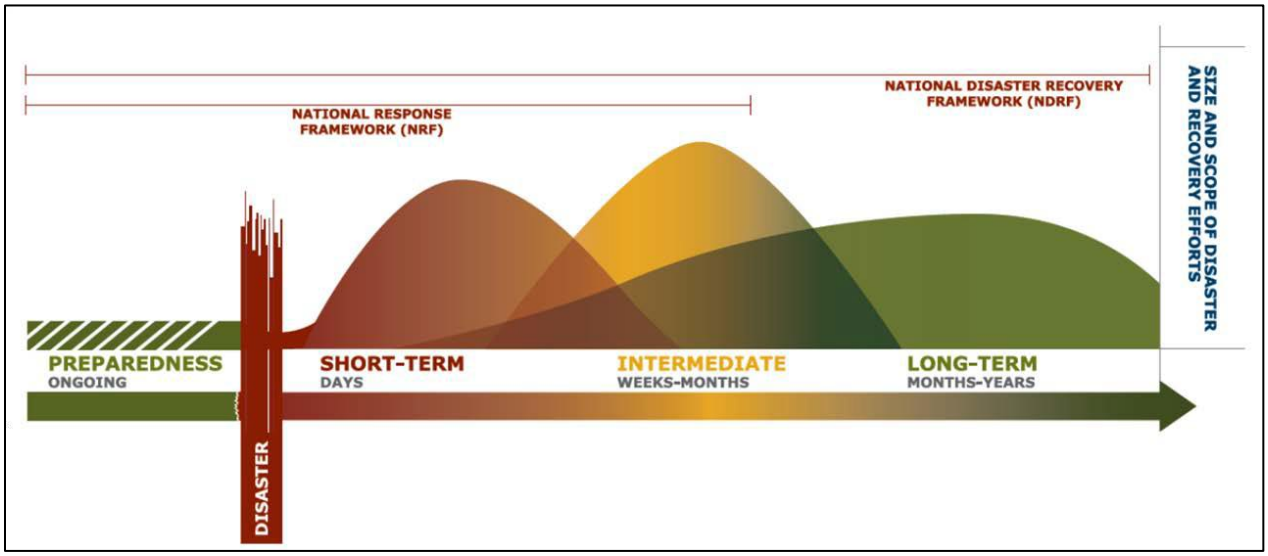


Figure G-1: Recovery Continuum

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).

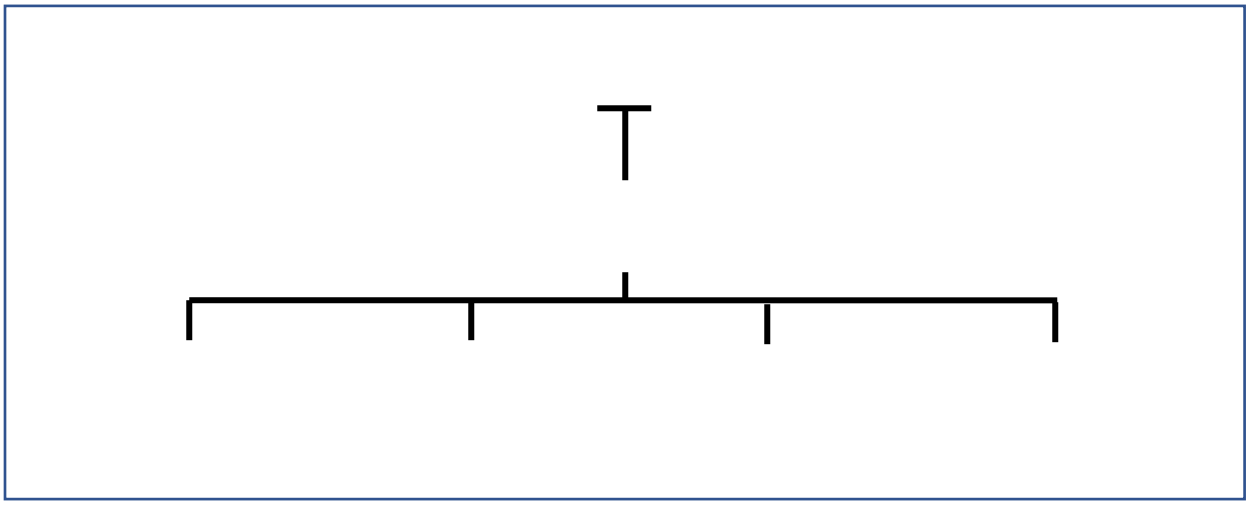


Figure G-2: City Recovery Organization

All City Departments will support the ROC with staff and resources. They will also coordinate providing additional contract staff and services as required.

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 SAP for post-earthquake damage assessments. The SAP provides certified engineers and scientists to support jurisdictions after a disaster. More information on the SAP Guidelines is available on the Cal OES website.

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 PDA for Stafford Act assistance programs such as Individual and Public Assistance.

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.

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 de Paul 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.

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 funds 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, schoolbooks, 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% of costs associated with presidentially declared disasters if program projects meet stringent requirements for documentation, regulatory compliance, and administration. Detailed guidance is provided on FEMA's webpage for Assistance for Governments and Private Non-Profits After a Disaster.

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 2024 LHMP.

7.9 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 (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 COOP.

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 subsequently 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

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 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

Departmental Lines of Succession

The City Manager, or a designee, will ensure staff are 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	PITTSBURG 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																									

DEPARTMENTS and AGENCIES	PITTSBURG 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
County Office of Emergency Management	■	■		■	■	■									■			■							
Contra Costa Health									■		■	■		■											
County Sheriff's Department			■				■						■												
County Animal Services							■	■					■	■											
Pittsburg Unified School Dist.														■									■		
Pacific Gas & Electric										■															
American Red Cross														■								■			
The Salvation Army /St. Vincent de Paul														■								■			

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.

7.10 Appendix I: Contacts

7.11 Appendix J: EOC Layout

7.12 Appendix K: City Schools

The Pittsburg Unified School District (PUSD) serves over 10,500 students in kindergarten through twelfth grade. The District is comprised of:

- 8 x Elementary Schools
- 3 x Junior High Schools
- 1 x Comprehensive High School
- 1 x Alternative Education High School
- Adult Education
- Independent study
- Alternative learning experiences
- Early Childhood Education Services

School District Facilities

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

School	**Address**
Hillview	333 Yosemite Drive
Martin Luther King Jr.	2012 Carion Court
Rancho Medanos	2301 Range Road

School	**Address**

Black Diamond	1131 Stoneman Avenue
Pittsburg	1750 Harbor Street

8. Functional Annexes

Annex A: Public Information

Annex B: Evacuation

Annex C : Logistics and Resources

Annex D : Transportation

Annex E: Communications

Annex F: Cost Recovery

Annex G: Pandemic

8.1 Annex A: Public Information

The vital part of the City's responsibility during an emergency or disaster is providing the public with accurate information and instructions. The Public Information Annex is a guide for PIO and communications staff who are providing public information and or serving in an activated Emergency Operations Center during an incident.

Purpose

This Annex is designed to provide a framework for the most efficient, accurate, and complete dissemination of information. It provides for the conduct and coordination of public information activities and establishes a mutual understanding of responsibilities, functions and operations.

Scope

The Public Information Annex is an extension of the City of Pittsburg Emergency Operations Plan. This Annex details procedures, processes, and provides tools and resources for the function of emergency communications during an incident. The Annex is applicable to all hazards including, but not limited to, power outages, earthquakes, wildfire, flood, hazardous materials, pandemic and terrorism. The Annex can also be used during inclement weather, extreme heat, poor air quality and other incidents when strategic emergency communications are required.

Whole Community Approach

The City of Pittsburg is committed to providing readily accessible procedures in compliance with State and Federal AFN guidelines for tools and resources for use by PIOs and communications staff during an incident or emergency, including templates, checklists, standard operating procedures and forms.

Assumptions

The following assumptions were established in development of this Annex:

- Natural and manmade disasters can occur with or without warning, at any time of the day or night, and can affect multiple jurisdictions
- The succession of events in an emergency is not predictable
- Public Information Officers are responsible for maintaining positive working relationships, open communication, and active coordination before, during, and after an emergency

- Emergency communications during an incident will require use of multiple channels that include mass media (TV, radio, and print), social media (X/Twitter, Facebook, Instagram, Nextdoor), emergency website, email, town halls and community meetings, door-to-door canvassing, signage and the City's alert and warning system which reaches people via their cell phone, landline or email
- Critical information will be made accessible in accordance with local, State and Federal ADA guidelines

Emergency Communications Principles and Guidelines

Following these basic principles and guidelines from Crisis *Emergency Risk Communication*, published by the U.S. Department of Health and Human Services Centers for Disease Control and Prevention, can help establish a sense of order and consistency. These principles are applicable to any incident, disaster, and emergency.

- **Be First:** Crises are time sensitive. Communicating information quickly is crucial. For members of the public, the first source of information often becomes the preferred source
- **Be Right:** Accuracy establishes credibility and trust. Even if all the facts are not known at a given time, the PIO can let the public know: a) what is known, b) what is not known and c) what is being done to fill in the gaps
- **Be Credible**: Honesty and truthfulness should not be compromised during crises
- **Express Empathy:** Crises create harm, and the suffering should be acknowledged in words. Addressing what people are feeling, and the challenges they face, builds trust and rapport
- **Promote Action:** Giving people meaningful things to do calms anxiety, helps restore order and promotes some sense of control
- **Show Respect:** Respectful communication is particularly important when people feel vulnerable. Respectful communication promotes cooperation and rapport

Proactive – Not Reactive – Communications

A proactive approach to emergency communications will help set a tempo for the release of information to the media and public and establish the JIC as a primary and credible source of information. Proactive methods include:

- As soon as possible, release a statement about the incident to the media and sharing across all channels

- Observe the Emergency Communications Principles and Guidelines in crafting and delivering these messages and include public health and safety messages and instructions
- Establish and publicize a media briefing schedule and closely adhere to it
- Create a content calendar and use social media to post regular updates and address community concerns in a way that is proactive and not reactive. For example, post broad statements to address emerging trends and do not respond to individual posts unless they contain potentially harmful misinformation

Content Strategy

The Management Section personnel, the EOC Director and Lead PIO, provide direction for communication priorities and information to be shared with the media and public. The PIO staff will develop a content strategy that reflects these priorities and ensures that the right messages get to the right audiences at the right time in a targeted, culturally competent manner. Elements of a content strategy include situation analysis, audience analysis, communication goals and objectives, key messages, call-to-action, communication channels, timeline and plan of action.

Spokespersons

The Lead PIO may serve as a spokesperson or delegate a spokesperson and coordinates additional spokespersons for specific areas of responsibility and expertise such as law enforcement, fire, Public Health, Medical Examiner, Consumer and Environmental Protection, Parks, allied agencies and public and private utilities such as Valley Transit Authority, Valley Water and PG&E. Spokespersons may receive support from the JIC to develop talking points and create supporting visual materials such as maps, graphs, photographs and video.

Information Collection and Dissemination

The City EOC staff will use a variety of methods to collect and disseminate emergency information through EOC representatives, representatives from other agencies involved in the disaster, information from public calls to 2-1-1, monitoring traditional media, monitoring social media and the internet, and other means as appropriate. The goal is to share timely and easy-to-understand emergency information to keep the public safe and informed. In the event of a large-scale disaster, information will be disseminated to the public and media through many communication channels:

Social Media

Monitoring social media (X/Twitter, Facebook, Instagram, Nextdoor) in the EOC helps the

communications team to maintain situational awareness and dispel misinformation and potentially harmful rumors. Keeping a regular posting schedule on social media provides a constant flow of useful information and reassurance to the community. Social media management tools such as Hootsuite help manage social media by providing visibility to multiple social media handles, reporting and streamlines the process of scheduling and posting to multiple accounts.

Language Access

The City of Pittsburg recognizes the rich diversity of the City and is committed to keeping all its residents informed during emergency events, no matter their English language proficiency. The EOC will translate emergency updates into Spanish for posting on the City website and app as well as X/Twitter feed. A team of City employees who speak Spanish will be called on for translation duty in the EOC, or to handle the duties remotely via email. EOC staff will leverage Spanish language media to convey information to the Spanish-speaking population to reach members of the community who speak other languages. City EOC staff can also work with County staff who are fluent in other commonly spoken languages in the region to assist with translation as needed.

Water Quality Notifications

The State of California's drinking water regulations require public notification under certain circumstances. Water systems must contact the Division of Drinking Water's (DDW's) district office if public notification is required. Any notification must be approved by DDW prior to distribution or posting, unless otherwise directed by DDW. Water Quality Templates can be found on the State Water Resource Control Board website.

8.2 Annex B: Evacuation

The Evacuation Annex outlines strategies, procedures, recommendations, and organizational structures that can be used to implement a coordinated evacuation effort in the City of Pittsburg.

Purpose

This Annex is meant to provide guidance for City departments and supporting organizations that have authorities, roles, and responsibilities to assess the need to evacuate populations, make appropriate evacuation decisions, order evacuation of residents, conduct evacuation operations in a safe and secure manner, provide directions to shelter and assembly points, and support repopulation of evacuated areas for people and their pets.

Scope

This Evacuation Annex applies to the City, including all special districts. It is not intended to supersede any other emergency plans. This Evacuation Annex supports the City and County EOP.

Whole Community Approach

The City of Pittsburg is committed to achieving and fostering a whole community emergency management system that is fully inclusive of individuals with disabilities and others with access and functional needs. For further details on our whole community approach to emergency management, which includes the integration of inclusive emergency management practices, refer to the Basic Plan.

Assumptions

The following assumptions were established in development of this Annex:

- This annex was developed for a Level II (moderate severity) evacuation scenario and will be activated when a community within the City is impacted by an evacuation
- A decision to evacuate will be made at the local jurisdiction level with regional collaboration
- Law enforcement agencies are the primary lead for evacuation activities with other agencies playing supporting roles
- If activated, this annex will complement other jurisdictional evacuation plans
- The City will request and coordinate County resources under the California Master Mutual Aid Agreement
- The City EOC will coordinate City evacuation efforts
- Most people at risk will evacuate when officials recommend that they do so
- Some individuals will refuse to evacuate, regardless of the threat
- Most evacuees will use their personal vehicles to evacuate, however, evacuation assistance may need to be considered for individuals with disabilities and others with access and functional needs, including, but not limited to, those without access to personal vehicles
- Accommodations will need to be made for the evacuation of service animals (Americans with Disabilities Act) and household pets (Pets Evacuation and Transportation Standards Act)

- The majority of evacuees seek shelter with relatives or friends or in commercial accommodations rather than in public shelter facilities. It is estimated that approximately 5% to 10% of evacuees will require public shelter assistance
- Response decisions, including the decision to evacuate, will be based on maximizing the preservation of life first, then protecting property, the environment, and the economy. Several factors will be considered. The capacity to safely move or shelter all population groups, roadway conditions, health and safety issues, and the duration of sheltering will be instrumental in making the decision to evacuate or to shelter-in-place

Evacuation Objectives

The overall objectives of emergency evacuation operations and notifications are to:

- Expedite the movement of persons from hazardous areas
- Institute access control measures to prevent unauthorized persons from entering vacated, or partially vacated areas. The Law Enforcement agencies may use discretion in allowing access for caregivers, personal care assistants, or other support personnel on a case-by-case basis as determined by the incident commander
- Provide for evacuation to appropriate transportation points, evacuation points, and shelters
- Provide adequate means of transportation for individuals with disabilities and others with access and functional needs, which includes, but is not limited to, older adults, children and individuals who are transportation disadvantaged
- Provide for the procurement, allocation, and use of necessary transportation and law enforcement resources by means of mutual aid or other agreements
- Control evacuation traffic
- Account for the needs of individuals with household pets and service animals prior to, during and following a major disaster or emergency
- Provide initial notification, ongoing and re-entry communications to the public through the City PIO
- Assure the safe re-entry of the evacuated persons

Roles and Responsibilities

Conducting evacuation activities and coordinating the movement of large numbers of people in the City is a function of the City EOC. There are circumstances where the evacuation activities exceed City capabilities, and the County may need to provide

resources and support. Requests for assistance will be initiated through the Operational Area. Should the County be unable to procure the resources, requests will be forwarded to the Regional Emergency Operations Center, then to the State's Emergency Operations Center (SOC). Private partners, such as transportation authorities, hotels, and local businesses, may also have an essential role in a successful evacuation.

City Manager's Office

The office of the City Manager is charged with emergency management for the City and is responsible for maintaining situational awareness of threats that may necessitate an evacuation. The City Manager's office is responsible for evacuation coordination and is responsible for the following specific functions:

- Conduct a City leadership coordination conference call or meeting with essential stakeholders. The purpose is to determine the urgency of the threat, potential evacuation order triggers, the population of the evacuation area, available resources and potential mutual aid needs
- Activate the EOC to the appropriate emergency level
- Notify City staff of pending EOC activation and/or to current activation levels and coordinate staffing of positions
- Request assistance from support agencies and communication resources as appropriate. Maintain coordination and communication between the EOC and support agencies
- Communicate with the County EOC and keep them apprised of the local situation. Request additional resources as needed
- Provide support to the City PIO
- Provide information to the public on shelter sites, services provided, available routes, and transportation options

City Police Department

The Pittsburg Police Department supports the EOC when activated as the lead of the Law Enforcement Branch of the Operations Section, as well as being the lead agency for the Evacuations. As such, the police department is responsible for the overall evacuation and movement of citizens throughout the City. Law enforcement agencies will be integral in the tactical incident command post in evacuating people from the impacted area. During significant evacuation emergencies, the police departments key functions include:

- Pre-identify evacuation assembly points for evacuees

- Facilitate the movement of emergency vehicles with local police, County Sheriff's Department and California Highway Patrol
- Appoint an Incident Commander at Field Command Post/s
- Coordinate the activation of Alert Pittsburg/Everbridge, Wireless Emergency Alerts, and other notification modes
- Use loudspeakers on field vehicles to alert those in the immediately threatened area/s
- Give ample and redundant information to critical facilities, such as daycares, schools, adult residential care, skilled nursing, board and care facilities, etc. These will need additional time to close or evacuate and may need to close or evacuate as a precautionary action
- Identify people and populations that appear to need special assistance
- Establish evacuation routes (keeping in mind fueling services will be needed on evacuation routes) and transit pickup points
- Calculate route capacity and consider contraflow
- Coordinate the routes for movement of motorists toward designated / safest evacuation routes
- Control and monitor primary routes and area access
- Close roads that will not be used as the primary egress or ingress routes to the evacuated area
- Provide for tow trucks on evacuation routes to assist disabled vehicles and clearing roadways
- Post-emergency: Coordinate the return movement of evacuees back to their homes

City Parks and Recreation

The Department of Parks and Recreation assists Contra Costa Health to identify shelter location within the City of Pittsburg and assist with the set up and implementation of the shelter/s. During significant evacuation emergencies, the Parks and Recreation Department's key functions include:

- Serves as the lead agency for parks and provides facilities for safe refuge, shelters and sheltering social services
- Responsible for notifications to, and evacuation of, the public in regional park facilities
- Provides notifications to executive staff
- Provides personnel to support County Health and law enforcement during evacuation operations

- Provides facility availability information in anticipation of activating mass care and shelter facilities
- Coordinates with the Pittsburg School Districts and NGOs supporting mass care and shelter activities
- Provides access to, and maintenance of, facilities to support evacuation operations (e.g., safe refuge sites, pick-up points, and shelters)

City Public Works

The Department of Public Works is responsible for assisting City and County departments with the evacuation. During significant evacuation emergencies, the Public Works Department's key functions include:

- Oversees the City's Debris removal strategy, in conjunction with County Public Works. Areas of responsibility include street services, street lighting, and administration of emergency engineering contracts
- With the support of County Public Works, removes debris to facilitate evacuation or ingress for emergency personnel
- Provides road and bridge damage assessments; conducts engineering investigations
- Installs appropriate signage, traffic control devices, and barricades
- Administers and manages emergency contracts to support evacuation operations

County Health Department

Contra Costa Health is responsible for activating and running shelter operations for the Operational Area in coordination with local city partners. Public Health will provide the following support:

- Coordinate/support the establishment of shelters in coordination with NGOs and City of Pittsburg Parks and Recreation.
- Coordination support for the movement of individuals with disabilities and others with access and functional needs during an evacuation emergency
- Coordinate with Medical Reserve Corps (MRC) volunteers, if activated
- Provide specialized staff to shelters if requested
- Support disaster victims and/or shelter inhabitants in understanding what recovery programs may be available to them

Public Health also coordinates the reunification of children who have been evacuated without an appropriate adult. Public Health coordinates specialized transportation for

evacuees with medical and functional needs; care for evacuees whose needs cannot be accommodated in general population shelters; monitoring support for individuals at pickup points; and, by providing medical support at designated evacuation assembly areas and pickup points to perform triage of citizens prior to evacuation.

Contra Costa Animal Services

Contra Costa Animal Services provides services to the County and the City of Pittsburg. During significant evacuation emergencies Animal Care Services would:

- Coordinate with the City EOC to house evacuated animals at designated shelters. Attempt to place animals with or near owners when possible
- Coordinate the movement of Animal Control Officers to support evacuation
- Coordinate the inter-county movement of animals. For larger animals, some coordination with the REOC and/or the California Department of Food and Agriculture (CDFA) may be needed
- In large scale emergencies, follow guidance in the Animal Care Annex

County Sheriff's Department

Contra Costa County Office of the Sheriff provides law enforcement services to unincorporated areas of the County. During an evacuation, the Office of the Sheriff will assist the City Police Department to evacuate residents. During significant evacuation emergencies County Sheriff's would:

- Provide support for coordinating the evacuation
- Provide law enforcement mutual aid, as requested

County Fire Protection District

Contra Costa Fire Department provides fire protection services for the City of Pittsburg. During an evacuation, the County Fire Department will assist City and County law enforcement agencies to evacuate residents. During significant evacuation emergencies County Fire would:

- Provide resources through automated-aid and mutual-aid requests between neighboring jurisdictions
- Mobilizes CERT resources to support evacuation operations
- Provides agency representatives, as necessary, to the Incident Command Post / Unified Command (ICP/UC)

Pittsburg School Districts

There are three school districts in the City of Pittsburg that should be involved in the evacuation of residents. During significant evacuation emergencies school districts would:

- Coordinates the evacuations out of school buildings, but to remain on campus
- In the event the campus requires a full evacuation, the school districts provide the relocation of students to an alternative school district property
- Public K–12 schools are a dependent population, and as such, the school district is responsible for the custodianship of the students until they are released to a custodial adult
- Provides the necessary personnel and resources to ensure that people with disabilities and others with access and functional needs are evacuated and supported until they are released to their custodial adult
- Provides transportation assistance, as available, during non-school hours
- Provides an Agency Representative at the City EOC and ICP/UC, as necessary

Concept of Operations

There are several factors which must be considered when planning for an evacuation. Among these are the characteristics of the hazard or threat itself. The magnitude, intensity, speed of onset, duration and impact on the local community are all significant elements to be considered. They will determine the number of people to be evacuated, time available in which to conduct the evacuation, and the time and distance of travel necessary to ensure safety.

An evacuation of any area requires significant coordination among numerous public, private and community/non-profit organizations. The event may or may not allow time for responders to conduct evacuation notification in advance of immediate threat to life safety. During no-notice and short-notice incidents, every attempt will be made to assist residents with safe evacuation. Acceptable risk to first responders is an important consideration. Residents are encouraged to help their neighbors, friends, and family to evacuate if doing so will not cause danger to themselves or others.

Evacuation Coordination Processes

The decision to evacuate will be made at the local jurisdiction level with regional collaboration:

- Based on the information gathered, the City will make the determination on whether to evacuate communities as the need arises, on a case-by-case basis

- The decision to evacuate will depend entirely upon the nature, scope and severity of the emergency, the number of people affected and what actions are necessary to protect the public
- The Operational Area (OA) EOC may make recommendations on whether a jurisdiction should evacuate and may help coordinate the evacuation effort

Decision to Evacuate

The decision whether to evacuate or shelter-in-place must be carefully considered with the timing and nature of the incident. This decision is generally made by first responders in the field at the ICP, with input from both fire and law enforcement personnel. Because evacuation operations are complex and stress both systems and people, it should be considered a last resort option and implemented when there is an immediate need to move people out of an area where there is a clear and present danger.

If practical, evacuation decisions will be implemented before an actual event occurs. Those with disabilities and others with access and functional needs will require extended time to evacuate and need as much advanced warning as possible. An imminent or occurring hazardous materials release may require a decision on evacuation versus sheltering in place.

If an event has the potential to impact evacuation routes such as flooding or fire. When able, the City will make evacuation decisions early enough to allow people to leave the area of impact. A wait-and-see policy may be disastrous if people cannot safely evacuate once the danger is present.

Evacuation Notification

The EOP Basic Plan contains information on emergency warning and notification. During an evacuation timely warning and notification is essential. Effective public communication for evacuation must meet the following objectives:

- Provide timely and accurate communication of evacuation instructions
- Describe evacuation routes
- Point to the locations of reception and care facilities
- Provide sufficient explanations of the potential hazard to convince evacuees to leave

Providing information to the public is vital to the evacuees, including convincing them that they need to evacuate to avoid life threatening situations. Evacuation messages must include information about:

- The urgent need to evacuate

- Estimated time to remain evacuated
- Availability of shelters
- Accommodation for pets
- Security for their homes and neighborhoods, and security at evacuation shelters

Evacuation Warning

An Evacuation Warning considers the probability that an area will be affected within a given time frame and prepares people for a potential evacuation order.

Evacuation Order

An evacuation order requires the immediate movement of people out of an affected area due to an imminent threat to life.

Shelter-In-Place

A shelter-in-place order advises people to stay secure at their current location. This tactic shall only be used if evacuation will cause a higher potential for loss of life.

Temporary Evacuation Sites and Shelters

Depending on the amount of time the emergency is expected to last, the city must designate evacuation gathering points or evacuation shelters to house and provide resources to those evacuating. Evacuation Gathering Points can be large parking lots/structures for short term evacuations that are out of the hazard zone, or Evacuation Shelters for prolonged evacuations. These sites must be identified prior to any evacuation.

Evacuation of Individuals with Disabilities and Others with Access and Functional Needs

It is critical that modes of available transportation are identified that can be used in the evacuation of people with disabilities and others with access and functional needs during an emergency. Transportation that can accommodate wheelchairs, scooters, or other mobility aids will typically be needed in a large-scale evacuation. Lift-equipped buses or vans may be an option. It is essential that local jurisdictions establish and maintain working relationships with public and private agencies that serve transportation-dependent populations.

Reentry

Once the threat has passed, and assuming the evacuated area is safe from debris, contamination, or other residual threats, the evacuated persons will be allowed to reenter

the area. The EOC will coordinate transportation, routes, and resource use strategy to support the reentry.

The strategy will be coordinated with regional partners, as any evacuation will likely have impacts beyond the City. The Operations Section Chief is responsible for providing the PIO with information regarding the safe return to the evacuated area. Those who needed assistance to evacuate will again need assistance to return.

8.3 Annex C: Logistics and Resource Management

This Annex addresses personnel, supplies, and equipment and how they are procured and supported within the City. Some assets may come from the County or State, and the Annex outlines how the accountability of these resources will be conducted. All costs need to be tracked so that claims can be made to state and federal agencies during the recovery process. The Annex describes how the functions will be carried out within the City EOC.

Introduction

This Annex introduces the basic concepts, policies and procedures for providing and/or coordinating the provision of services, personnel, equipment and supplies to support operations associated with natural disasters and human caused incidents within the City. It describes the governmental organizations responsible for providing such logistics (facilities, supply/procurement, personnel, transportation, equipment and utilities) and the private sector elements that typically offer commodities and services.

Purpose

The purpose of this Annex is to describe the process in which the logistics function will be executed to support the logistical needs of emergency response within the City.

Scope

The Annex applies to an emergency response operation within the City and is typically executed during a City EOC activation. This annex applies primarily to major or potentially life-threatening or property loss incidents, resulting in demands that exceed City capabilities.

Objectives

The overall objectives of logistics operations are:

- Coordinate all EOC Sections to locate, procure, and allocate essential resources such as:
- Personnel, services, and materials to support incident and City EOC operations
- Transportation, fuel, and like-equipment resources
- Supplies for care and shelter facilities, LACs, and points of distribution (POD)
- Oversee the distribution and inventory of food and essential supplies for emergency subsistence

- Support the Operations Section with maintaining communications systems, potable water systems, electrical, sanitation, and other utility systems and services. If required, coordinate the emergency restoration of disrupted private services with public utilities
- Coordinate fiscal questions and responsibilities with the Finance Section
- In coordination with the Finance Section, document all resources and their use until they are demobilized

Concept of Operations

When an emergency occurs within the City, the emergency response will be handled at the lowest level possible (locally) until the emergency can no longer be addressed using only local resources. If the emergency exceeds the capabilities of the local emergency response, the City EOC will be activated. Upon activation, the City EOP will be implemented along with the necessary annexes, including the Logistics Annex, as well as other applicable plans in support of the emergency. Once activated, the Logistics Annex will enable the Logistics Section of the City EOC to support the emergency response and provide the resource needs (personnel, facilities, equipment, supplies, etc.) to responders.

Coordination

The Logistics Section monitors and manages resource requests submitted through the City EOC. The Logistics Section will work to identify how to fulfill the request. Resources may be available internally (City-owned, mutual aid, etc.) or may need to be ordered/requested from outside vendors via vendor lists and other emergency agreements. The EOC Logistics Section will continually monitor for new and existing resource requests until the resource is demobilized.

Resource Ordering

The EOC Logistics Section will follow the below sequence to locate and procure requested resources:

1. Internal resources
2. Mutual aid resources
3. Donated goods/services
4. Rented or leased resources
5. Purchased resources in accordance with purchasing guidelines

Resource Tracking

After the Logistics Section locates and procures the necessary resources to fulfill a request, the Logistics Section will coordinate with the Resources Unit Leader in the Planning Section to ensure the resource was delivered to the appropriate location and checked into the response.

Donation Management

Donations can be an essential resource for survivors, especially when there are unmet needs following a disaster due to a lack of insurance, being underinsured or limited federal Individual Assistance programs. However, an overabundance of donations, especially of a type not needed by survivors, can become a challenge and take up local government and NGO resources.

Proactive monitoring, messaging and management of donations may be needed depending on the disaster's size, community need and donations available.

Messaging about responsible donating and coordinating with local VOAD is critical to a successful donations management effort.

Financial Donations

Financial donations are almost always more effective in supporting disaster survivors than commodities. Members of the community looking to donate should be encouraged to consider a financial gift to a trusted local organization with missions and services that meet the donor's interests and intent. The City will most likely be unable to directly accept monetary donations and will encourage donors to supply donations to organizations directly responding to the emergency.

In-Kind/Commodities (clothing, furniture, household items, bulk goods)

Commodity and In-Kind donations, especially when unsolicited, unpackaged and unplanned can become a challenge during the response and recovery phases. Managing donated goods can take up space, personnel and time, as well as, in many circumstances, donated goods may not meet the needs of survivors.

If there is an identified need for commodity donations, it is important to be clear on the exact commodities needed, quantity needed, who will be accepting them, where they may be delivered, who will be transporting them (donor if possible), how they are packaged, and any special handling needs, i.e. refrigeration, lift gates, forklifts, etc. Some members of VOAD may accept commodity donations. If commodity donations are being offered or are becoming an issue in the field (at temporary evacuation points, shelters, points of distribution, etc.), these member organizations should be coordinated with for possible

donation drop off sites or specific pick-up locations.

Volunteer Management

Dependent on the needs, size and scope of the situation, the City may rely on volunteers to provide services to aid in the preparation for and response to emergency situations. All public employees in the State of California, including employees of the City of Pittsburg, are considered DSWs and may be assigned duties outside their normal scope of work for disaster response and/or recovery during a state of emergency.

Other organized volunteers the City may call on are the County MRC, the CERT who have basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations.

Private Sector Coordination

- Transportation Industries - Transportation industries function under their own management and operate their systems and facilities to provide the maximum possible service (within their capabilities) to fill essential needs specified by federal, state and local government authorities. This includes responsibility for continuity of management, protection of personnel and facilities, conservation of supplies, restoration of damaged lines and terminals, rerouting, expansion or improvement of operations, providing mobility needs accessible transportation, and securing necessary personnel, materials, and services.
- Utility Companies - The utility companies, in mutual support of each other and the state and local governments, have provided a representative working in Cal OES to manage its Utilities Division. The Division has developed the State of California Utilities Emergency Plan, which provides for electric, gas and water coordinators at the Mutual Aid Region and State levels. The Coordinators, who are representatives of the various utility organizations, provide a channel for mutual aid and other support as required. The Utilities Emergency Plan will be utilized during major emergencies. Additionally, the local utilities have assigned positions, telephones, and radio communications links within the OA EOC.
- Heavy Construction Industries - Heavy construction industries function under their own management and operate their systems and facilities to provide the maximum possible service (within their capabilities) to fill essential needs specified by federal, state, and local government authorities. This includes the responsibility to furnish materials, operate equipment and supply skilled personnel as long as necessary, through the direction of civil and military authorities in charge of disaster relief.

8.4 Annex D: Transportation

This Annex is a support document for use during emergency response and recovery efforts requiring transportation resources for the movement of the public and incident-related resources. This Annex is designed to be scalable and implemented during incidents with minimal to extensive destruction. Efficient transportation of resources is critical to response and recovery operations in any emergency incident. The City understands that access, use of streets, bridges, tunnels or rail lines, and key transportation routes may be interrupted.

Introduction

This Annex introduces the basic concepts, policies, and procedures for providing and/or coordinating transportation assets associated with natural disasters and human caused incidents within the City. It describes the governmental organizations responsible for providing such transportation and the private sector elements that typically offer transportation.

Purpose

The purpose of this Annex is to describe government responsibilities for the managed response of transportation resources. This Annex can be used in conjunction with the Logistics and Resource Management Annex.

Scope

The Annex applies to an emergency response operation within the City and is typically executed during a City EOC activation. This Annex applies primarily to major or potentially life-threatening or property loss incidents, resulting in demands that exceed City capabilities.

Objectives

The overall objectives of transportation operations are:

- Oversee the distribution and inventory of fleet assets, including fuel
- Support the Operations Section with obtaining and maintaining transportation resources during response operations

Concept of Operations

When an emergency occurs within the City, the emergency response will be handled at the lowest level possible (locally) until the emergency can no longer be addressed using only local resources. If the emergency exceeds the capabilities of the local emergency

response, the City EOC will be activated. Upon activation, the City EOP will be implemented along with the necessary annexes, including the Transportation Annex, as well as other applicable plans in support of the emergency. Once activated, the Transportation Annex will enable the Logistics Section of the City EOC to support the emergency response and provide the necessary resources to aid response personnel and the public, including individuals with DAFN.

Coordination for the Movement of Material Resources

- City Resources: When the EOC receives a request for resources that can be fulfilled within the City's Resources, Public Works will pick up and deliver to the requesting department's designated location and unload the resources
- Vendor Resource: Vendors are responsible for the transport of material resources and the coordination and management of their own supply routes

Coordination for the Movement of People

- When the EOC receives a request for the transportation of the public, EOC Operations Section will coordinate with Contra Costa Transportation Authority for drivers, or with the EOC Logistics Section when necessary. Contra Costa Transportation Authority will ensure that transportation assets are accessible for people with disabilities and others with access and functional needs, and require drivers to reserve accessible spots for seniors, mobility devices, and people with disabilities
- As drivers are received, bus staging areas will be established in a nearby accessible lot prior to moving the public until routes are approved and Public Works has provided an update on road conditions
- As bus drivers take the route, they will maintain contact with their dispatch officer and provide situational reports. Dispatch will relay information from the field to inform decision making
- The EOC will establish strategic collection (pick-up) points throughout the City for those who are able to walk to the pickup destination
- Alternate methods should be established to transfer individuals with disabilities and others with access and functional needs
- Pittsburg School Districts can provide transportation assistance as available during non-school hours through the use of private bus lines that support the district.

Identification of Available Fleet

Following an emergency situation, all City Departments will assess and report the status of damage to their transportation assets as a result of the incident. The City EOC will check

with each department to collect a status on department vehicles.

Transportation for People with Disabilities and Others with Access and Functional Needs

Individuals whose disabilities prevent them from riding traditional fixed-route bus services require special transportation vehicles. The County has several services who can assist the city in times of emergencies. Those are:

- Tri Delta Transit
- WestCAT
- East Bay Paratransit
- County Connection

Identification of Logistics Supply Routes

Depending on the emergency, hazards can impede traffic and cause dangerous road conditions. Identifying alternate routes is essential to ensure vital resources reach their destination. The EOC Operations Section in coordination with field personnel will collect damage assessments from the field to ensure assess and develop alternate supply routes.

8.5 Annex E: Communications

This Annex is a support document for use during emergency response and recovery efforts requiring communications resources. This Annex is designed to be scalable and implemented during incidents with minimal to extensive destruction. Effective communication systems between departments and local jurisdictions are critical to response and recovery operations in any emergency incident.

Introduction

This Annex introduces the basic concepts, policies, and procedures for providing and/or coordinating communications between city departments and local jurisdictions. It describes the governmental organizations responsible for ensuring alternate communications capabilities are available when normal communications modalities are inoperable.

Purpose

This Annex details government's responsibilities for a managed and communicated emergency response. This Annex can be used in conjunction with other annexes and plans designed for the protection of the population. This annex will address the communication systems within the City.

Scope

The Annex applies to an emergency response operation within the City and is typically executed during an emergency event that has required the activation of a field ICP and the EOC.

Objectives

The Communications Annex has been developed to meet the following objectives:

- Provide a concept of operations and identify roles and responsibilities for each appropriate department within the City of Pittsburg
- Ensure consistency with Federal, State of California, Contra Costa County OA, and other local governments' emergency response plans and operations
- Outline and detail the communications capabilities of departments with roles and responsibilities during an emergency

Concept of Operations

Communications resources available for multiple incidents are finite and must be

coordinated to ensure the needs of the incident(s) are met while maintaining adequate capability for day to-day operations.

Communication Responsibility and Authority

Information Technology under the Finance Department is the primary department in the City of Pittsburg that provides and maintains communications capabilities. However, to a varying degree, each department in the city may manage and maintain its own communications capabilities. Some departments, including Public Works, Police, Community and Economic Development, and Recreation may have some communications capability. The responsibility and authority over a department's mode of communication varies with each department and at times may overlap.

Radio Communication

Radio communication in the City of Pittsburg varies based on department. Some departments, such as the Police Department, use Radio Communication as a primary mode of communication; while other departments, such as Public Works may only use it during an emergency. Departmental radios are only to be used by respective department personnel and are not permitted to be used by members of the public or other departments. System types, equipment, number, and frequencies vary by department.

Telephone Communication

Telephone communication in the City of Pittsburg is divided into two categories: landline telephone and mobile telephone. Landline telephones are used for day-to-day operations and possess various capabilities which include voice, voicemail, conference calls, and multiline use. Mobile telephones can be further subdivided into two categories: cellular and satellite. Cellular phones are used for communication with personnel when they are outside the office. Depending on the department, they are used as a primary mode or secondary mode of communication and possess more than voice capabilities. Not all departments have cellular phones. Satellite phones are only used in an emergency to back up failing modes of communication.

Computer Network and Data

Computer networks and data in the City of Pittsburg vary by department. These are used to facilitate computer-based communications such as email, file transfer, internet access and intranet access. System types, connections and servers also vary by department.

Roles and Responsibilities

Community and Economic Development

Community Development directs Safety Assessment Teams, Safety Assessment Program participants and employees activated during an emergency. The Department will also coordinate with Building, Code Enforcement and inspectors.

Finance (Information Technology)

Information Technology provides various support services to all City departments who need their communication systems managed by Information Technology, in addition to operational management/status monitoring, problem response, coordination with City departments in the event of support needs, and the use of available IT staff and resources to meet city communication service needs.

Police Department

The roles and responsibilities of the Department, as they pertain to communication, are to exchange information via data, voice, and video to complete the City's missions. The Department must have interoperable and seamless communications to manage emergency response, establish command and control, maintain situational awareness, and function under a common operating picture, for a broad scale of incidents. The Department maintains various communication platforms that may be used during emergencies.

Public Works Department

During an emergency, the Public Works is responsible for the maintenance of all City of Pittsburg facilities and infrastructure and operation of the City's water treatment plant and water distribution system. Public Works staff would provide emergency maintenance of sewers, storm drains, streets, sidewalks, streetlights, street trees and buildings. The department maintains their own 800 MHz radio system for daily operational use.

8.6 Annex F: Cost Recovery

This Annex is a support document for use during emergency response and recovery efforts. This Annex is designed to be scalable and implemented during incidents with minimal to extensive destruction. Effective cost recovery procedures are critical to recuperate costs associated with a response.

Introduction

Recovery is the phase that involves restoring systems to normal. Short-term recovery actions are taken to assess damage and return operations to a minimum standard; long-term recovery actions may continue for many years. The following information has been referenced from the FEMA's Public Assistance Program and Policy Guide (2020). The following is not a complete explanation of disaster financial processes, eligibility or regulations.

Purpose

This Annex is to be used by EOC Finance Section staff to make informed decisions for cost recovery operations.

Scope

The Annex applies to an emergency response operation within the city and is typically executed during an emergency event that has required the activation of a field ICP and the City EOC.

Recovery Organization

The recovery period has major objectives which may overlap with response objectives, including:

- Re-establishment of essential public services
- Permanent restoration of public and private property
- Identification of residual hazards
- Plans to mitigate future hazards
- Recovery of costs associated with response and recovery efforts

Damage Assessments

Initial damage assessments are gathered by field staff and reported to the EOC. Damage

assessment is the process of identifying and quantifying damage that occurs because of an incident. The objective of the damage assessment is to provide situational awareness to the EOC about the state of critical and essential functions to help facilitate the move from response into recovery. It also facilitates the decision to appropriately direct resources and teams. As a component of the damage assessment, agencies also determine IDE which are used as the initial basis to justify or determine state or federal assistance.

Damage assessments are conducted in two phases outlined below:

- **Initial Damage Assessment (IDA) –** This assessment begins during the response phase and helps to determine life safety issues, identify hardest hit areas and to estimate the damaged infrastructure within the jurisdiction. The initial damage assessment determines whether more detailed damage assessments are necessary and identifies certain areas where continued efforts should be concentrated. This includes an IDE, an estimated cost for emergency response actions, temporary measures and permanent repairs. These are educated estimates that are needed as soon as possible during the response and are updated as information becomes available.
- **Preliminary Damage Assessment (PDA) –** This assessment is done to verify the initial damage assessment during the recovery phase (especially for state/federal assistance). A FEMA/State team will usually visit local jurisdictions and view their damage first-hand to assess the scope of damage and estimate repair costs. The assessment also identifies any unmet needs that may require immediate attention.

Work Eligibility Expenses

Through the Public Assistance Program, FEMA provides funding for:

- Emergency Work
- Category A - Emergency Protective Measures
- Category B - Debris Removal
- Permanent Work - Permanent restoration of damaged facilities, including cost effective hazard mitigation to protect the facility form future damage
- Category C – Roads/Bridges
- Category D – Water Control facilities
    - All dams and reservoirs
    - All canals, drainage channels, and aqueducts
    - All stormwater retention and detention basins
- Category F – Utilities

  - All water and wastewater treatment plants
  - Entire water distribution system
  - Entire wastewater collection system
  - Entire irrigation system
- Category G – Parks, recreational, and other facilities

Emergency Work Labor Eligibility

Below is a breakdown of the labor cost covered by Public Assistance.

Emergency Work Labor Eligibility		
Budgeted Employee Hours	**Overtime**	**Straight-Time**
Permanent employee	☑	
Part-time or seasonal employee working during normal hours or season of employment	☑	
Unbudgeted Employee Hours	**Overtime**	**Straight-Time**
Reassigned employee funded from external source	☑	☑
Essential employee called back from furlough	☑	☑
Temporary employee hired to perform eligible work	☑	☑
Part-time or seasonal employee working outside normal hours or season of employment	☑	☑

Figure 8-1: Emergency Work Labor Cost Breakdown

Vendor Contracts

Emergency Work (Temporary Repairs)

During a public exigency or local emergency where a temporary repair is needed to restore water services and avoid issues to public health. The City may contract directly with a vendor and bypass the competitive bidding process for temporary repairs. This work can only include FEMA Category A: Debris Removal and B: Emergency Protective Measures under the Public Assistance reimbursement process.

- *Noncompetitive Procurements:* Procurement through solicitation of a proposal from only one source or inadequate competition. May be used only when: (a) Full and open competition is infeasible, and either (i) Item available only from single source; or (ii) Public exigency/emergency; or (iii) Awarding agency authorizes; or (iv) After solicitation of several sources, competition is determined inadequate; and (b) cost analysis is performed to determine cost reasonableness.
- *Small Purchase Procedures:* May use small purchase procedures for procurements under simplified acquisition threshold $150,000. This type of procurement is often

accomplished by inviting vendors to submit three quotes, which the buyer then evaluates and makes an offer.

Permanent Work

During an emergency where a permanent repair is needed to ensure public health and safety, the City must obtain three separate quotes if the total amount for the work performed is between $3,500 and $150,000. If the work exceeds $150,000, the agency must enter a competitive sealed bid process (lowest price bid). The City may complete a Request for Proposal process for architectural or engineering consultation services which is categorized as Category C-G under the Public Assistance reimbursement process.

Recovery Documentation Process

When an agency declares an emergency, the documentation process must be initiated using the following forms to track all associated cost:

- Mutual Aid For Hire or Mutual Assistance Cost Reimbursement Agreement
- EMMA Expense Reconciliation Log
- Mutual Aid Request Checklist
- EMMA Documentation Requirements Letter
- Mutual Aid Log For Expense Tracking

Incident Sites

If there are multiple damaged locations, each location must be documented as a separate event/project.

Mutual Aid

Mutual aid resources are eligible for Public Assistance when used for Emergency Work, emergency restoration of services (regardless of whether it is deemed Category B or F) or grant management activities

FEMA provides Public Assistance funding to the Requesting Entity as it is legally responsible for the work. FEMA does not provide Public Assistance funding directly to the providing Entity. For the work to be eligible, the Requesting Entity must have requested the resources provided.

8.7 Annex G: Pandemic Annex

This Annex is a support document for use during emergency response and recovery efforts for a declared Pandemic. This Annex is designed to be scalable and implemented during incidents with minimal to extensive destruction.

Introduction

This Annex introduces the basic concepts, policies, and procedures for providing and/or coordinating a Pandemic response between city departments and local jurisdictions.

Purpose

The Annex details roles and responsibilities for the managed response to a pandemic emergency and can be used in conjunction with other plans designed for the safety and protection of the population. Organizations, operational concepts, responsibilities and procedures regarding public health response capabilities are defined within this Annex.

Scope

The Annex applies to an emergency response operation within the City and is typically executed during an emergency event that has required the activation of a field ICP and the City EOC.

Objectives

The Pandemic Annex has been developed to meet the following objectives:

- To reduce transmission of the virus strain among staff, clients, and partners
- To minimize illness among staff and clients
- To maintain mission-critical operations and services
- To minimize social disruptions and the economic impact of a pandemic event

Concept of Operations

Initial Response

Initial response actions will typically be provided from Contra Costa Health (CCH). Information related to the virus and its effects on human populations as well as instructions on hygiene, social distancing, and other relevant details will be released to the public, in multiple accessible formats, as part of the initial response. Public information includes electronic communications compliant with Section 508 of the Rehabilitation Act and printed material available in multiple accessible formats.

CCH and the City of Pittsburg may activate their respective EOC/DOC to identify and coordinate necessary resources. As soon as the EOC/DOC is activated, it will provide the coordination of resources to support the incident and the situational awareness for all supporting agencies.

Expanded Response

Distribution of prophylactic drugs to the City population will be at the direction of CCH. Upon such direction, medical point of dispensing (M-POD) sites will be utilized at points throughout the City.

Immediate Recovery

The key objectives of recovery from a pandemic incident are to restore baseline levels of public health (i.e., curtail the number of new infection cases) and to restore jobs, services and facilities quickly and efficiently. All actions described in the response phase as secondary emphasis are actually recovery efforts. These include restoration of vital services (and public access to those services) that may have been negatively affected by high rates of absenteeism and/or a reduced workforce.

After a pandemic, fatality management will be one of the most demanding aspects of the response. A large number of fatalities may overwhelm the normal Medical Examiners/Coroners system. A respectful, culturally sensitive plan for fatality management, despite diminished capacity of health system infrastructure, will have a direct impact on the citizens' perception of the government's ability to manage the emergency and the resilience and recovery of the community and the nation.

Population monitoring activities and any necessary decontamination services should remain flexible and scalable to reflect the prioritized needs of individuals and availability of resources at any given time and location.

Roles and Responsibilities

In the case of a pandemic or other public health-related emergency incident in the City, CCH will be the lead agency with the City Manager's Office as support. The responsibilities of the City and County, as well as the State of California, the federal government and non-governmental organizations are detailed below.

City Manager's Office

- Information Gathering – The City Manager will direct staff to obtain information from CCH and the California Department of Public Health on the current status of the ongoing pandemic. Additionally, work with other Departments to determine the scope

of the incident and its impact on City functions and facilities, as well as residents. If the EOC is activated, the Situation Status Unit of the Planning Section will gather information. The Situation Status Unit of Planning Section will assess and vet information from all sources (City Department notifications, memos, media, etc.).

- Information Sharing – The City Manager's Office will facilitate information sharing between the CCH and city departments. This is typically done via conference call or email, depending on the severity of the incident. Should the City EOC be activated, the Situation Status Unit of the Planning Section will present a situational status report to management staff.

City of Pittsburg Departments

During a pandemic, city departments should prepare to activate their department specific COOP which addresses essential functions and staffing succession plans. Additionally, departments should relay information on any impacts or foreseen impacts to services as a result of the pandemic.

Contra Costa Health

CCH protects health, prevents disease, and promotes the health and well-being for all persons in Contra Costa County and is considered primary public health administrator. In pandemic emergencies, CCH is responsible for activating plans related to pandemic response. CCH responds to all health emergencies and utilizes the following resources:

- Health Emergency Response Unit (HERU) – a multidisciplinary team of public health personnel deployed in the early stages of a potential public health event to assist in coordinating public health functions during a potential pandemic response. HERU provides an on-scene presence, conducts rapid assessment, epidemiologic investigations, identifies risk factors for adverse outcomes, and targets resources for swift recovery and rehabilitation of affected communities.
- Mass Prophylaxis – CCH plans and prepares for the rapid distribution of protective medications to residents of Contra Costa County that have been exposed or may potentially be exposed to a disease agent in an outbreak or act of terrorism which requires access to and distribution of pharmaceuticals to the public through emergency health clinic PODs.

Contra Costa County Office of the Sheriff-Coroner

It is the duty of the coroner to determine the circumstances, manner and cause of all violent, sudden, or unusual deaths. The Office of the Sheriff Coroner's Division is the lead agency on fatality management during a disaster. A mass or multi-fatality incident (MFI)

results in a surge of deaths above what is normally managed. In the event of a pandemic that affects the City, it may be several days before the Coroner or private mortuaries can respond, process and recover decedents.

Contra Costa County Fire Protection District

The Contra Costa County Fire Protection District is a first-responder agency responding to life and health threats of varying scope and degree. The fire department will likely serve as a source of information from the field level back to the Contra Costa County Fire Protection District DOC which should relay information to the Pittsburg EOC.

Non-Governmental Organizations

Although the City of Pittsburg has no authority to assign responsibilities to non-governmental organizations, many NGOs provide support services to the City. Those NGOs that may provide assistance include:

- American Red Cross—The Red Cross provides services associated with mass care of populations. In the event of a pandemic incident requiring evacuation and sheltering, the Red Cross will engage in pre-determined operations for evacuation, mass care and sheltering and deploy an agency representative to the City EOC or the County EOC.
- Hospitals (Non-Profit and For-Profit) – Local hospitals and doctors will be the first to see illness in the event of a pandemic. Health care staff assist in early detection efforts by reporting unusual disease occurrences to CCH.

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute Agreements with Three Pre-qualified Consulting Firms for Building Plan Check Services from the On-Call List Adopted by Resolution No. 22-14046

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

The Building Division utilizes pre-qualified consulting firms from the on-call building plan check services list, adopted by City Council under Resolution No. 22-14046. Following a Request for Proposals (RFP) process, the top three consulting firms—4LEAF, Inc., TRB and Associates, Inc., and West Coast Code Consultants (WC3)—were selected from the pre-qualified list to provide building plan check services on an as-needed basis. This approach allows staff to handle overflow work efficiently and ensure timely plan review support to augment City operations.

FISCAL IMPACT

Plan check services are supported by the fees paid by the community, including developers, as part of the permitting process. These services are covered by the current budget and no additional appropriations are requested at this time. Budget for future services will be set up as part of the regular annual budget process, subject to City Council approval.

RECOMMENDATION

City Council adopted the attached resolution authorizing the use of three consulting firms, selected through an RFP process from the approved on-call building plan check services

list (Resolution No. 22-14046), and authorizing the City Manager to enter into agreements with the selected firms as needed.

BACKGROUND

The Building Division does not have a Plan Check Engineer on staff; therefore, it is necessary to retain the services of qualified plan check professionals to review and comment on larger and more complex development projects.

In 2022, City Council adopted Resolution No. 22-14046, establishing a pre-qualified on-call list of consulting firms to provide building plan check services. The list includes firms with varying areas of expertise to ensure sufficient resources for future needs.

To select the most qualified firms from this pre-approved list, staff conducted an RFP process. Based on the evaluation of proposals received, the top three consulting firms—4LEAF, Inc., TRB and Associates, Inc., and West Coast Code Consultants (WC3)—were identified as the most qualified to provide on-call plan check services.

Prior to a consultant performing any work, a consulting services agreement will be executed by the City Manager. The maximum fee for each contract under the on-call professional services agreement is $250,000 with total compensation not to exceed $750,000 for all three firms during the term of the agreements.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Selecting three consulting firms through an RFP process from the Council-approved pre-qualified list ensures that the City continues to partner with highly qualified professionals while maintaining transparency and competitive selection standards.

The selected firms will review plans and documents for code compliance, assist with complex project evaluations, and support staff in maintaining efficient turnaround times for permit issuance. This approach provides flexibility in managing workload demands and aligns with City Council's authorization under Resolution No. 22-14046.

ATTACHMENTS: Resolution
Resolution No. 22-14046
4 Leaf Agreement
TRB Agreement
WC3 Agreement

Report Prepared By: Candace Hatch, Administrative Analyst I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute Agreements with Three Pre-qualified Consulting Firms for Building Plan Check Services from the On-Call List Adopted by Resolution No. 22-14046	RESOLUTION NO.25-

WHEREAS, the City of Pittsburg Building Division does not have a Plan Check Engineer on staff and therefore, requires professional consulting services to provide building plan review support for larger and more complex development projects; and

WHEREAS, on October 3, 2022, the City Council adopted Resolution No. 22-14046, establishing a pre-qualified on-call list of consulting firms to provide building plan check services; and

WHEREAS, to select the most qualified firms from the pre-approved list, the Building Division conducted a Request for Proposals (RFP) process among the pre-qualified firms identified under Resolution No. 22-14046; and

WHEREAS, based on the evaluation of proposals received, the City identified 4LEAF, Inc., TRB and Associates Inc., and West Coast Code Consultants (WC3) as the top three firms most qualified to provide building plan check services on an as-needed basis; and

WHEREAS, plan check services are supported by the development community as part of the permitting process and therefore have no fiscal impact upon the City's General Fund; and

WHEREAS, staff seeks to have City Council authorize the City Manager to execute individual Consulting Services Agreements with each selected firm, with a maximum fee of $250,000 per agreement and total compensation not to exceed $750,000 for all three firms during the term of the agreements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute Consulting Services Agreements with 4LEAF, Inc., TRB and Associates, Inc., and West Coast Code Consultants (WC3) for the provision of building plan check services.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of December 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dionne Adams, Mayor

ATTEST BY:

_____
Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving a List of On-Call Building Plan Check Firms for Professional Engineering Services and Authorizing the City Manager to Execute Agreements with Selected Firms	))))	RESOLUTION NO. 22-14046

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg has a need for continuing building plan check services with third party consulting firms to perform structural, life safety, accessibility, plumbing, electrical, mechanical, California Green Energy Compliance and building code review to ensure compliance with the model codes adopted in the City's municipal code on an on-call basis; and

WHEREAS, staff requested qualifications from firms that had previous experience with the City or had requested to be included in the selection process for an on-call building plan check services list; and

WHEREAS, staff received a statement of qualifications from multiple consulting firms; and

WHEREAS, staff reviewed the qualifications submitted and has compiled a list of eight qualified firms to create a list of on-call building plan check firms for use during the next two years.

NOW THEREFORE BE IT RESOLVED that the City Council hereby approves the attached list of qualified professional building plan check firms for use on an on-call basis and authorizes the City Manager to enter into agreements with one or more firms on the list. The maximum amount per task order shall set at $250,000 per contract and the total compensation during the term of each individual agreement shall not exceed $500,000.

BE IT FURTHER RESOLVED that the attached list shall be valid for a period of two years from the date of this resolution, and may be extended by the City Manager for an additional year.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to contract with any of the firms on the on-call building plan check list to provide consulting services.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 7th day of February 2022, by the following vote:

AYES:	Banales, Craft, Killings, Scales-Preston, White
NOES:	None
ABSTAINED:	None
ABSENT:	None

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Attachment A to Resolution No. 22-_____
2022 On-Call List for Building Plan Check Services
(Provided in alphabetical order)

Firm Name	Office Location
4 Leaf, Inc.	Pleasanton
BPR Consulting Group	El Dorado Hills
Bureau Veritas	Sacramento
Independent Code Consultants	Pleasanton
TRB & Associates, Inc.	San Ramon
True North Compliance Services	Redwood City
Wildan Engineering	San Francisco
West Coast Code Consultants	San Ramon

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CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND 4LEAF, INC.

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and 4LEAF, Inc., a California Corporation ("Consultant") (together referred to as the "Parties") as of December 1, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on December 1, 2028 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed two hundred fifty thousand dollars ($250,000) as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

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Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 **Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section

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2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis.

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Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than

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$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

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4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any

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applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

5.2 PERS Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and

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will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the

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subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily

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suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

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10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : 4LEAF, Inc.
2126 Rheem Drive
Pleasanton, CA 94588
ATTN: Kevin J. Duggan, President

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: Shelby Rose, Chief Building Official

10.9 **Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

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To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG	**4LEAF, Inc.**
	DocuSigned by: Kevin Duggan 813734D554DD4B5...
_____	_____
Maria Allioti, Interim City Manager	Kevin J. Duggan, President

Approved as to Form:

_____
Donna Mooney, City Attorney

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EXHIBIT A

Duties to be performed by consultant staff for the City's Permit Center/Building Division

Scope of Duties:
As required by the City, through the Building Official, Consultant staff shall provide professional services to support the City's Permit Center and Building Division. Duties include the review of building plans for compliance with all applicable building, zoning, and municipal codes, as well as state and federal laws.

Plan Review Services:
At the request of, and under the direction of, the City Building Official, Consultant staff shall perform the following duties:

- **Plan and Specification Review** – Review building plans and specifications for compliance with the most current adopted building codes, the City's Municipal Code, and other applicable regulations.
- **Written Reports** – Provide the City with a written report of findings for each plan review, identifying whether the submittal complies with applicable codes. If deficiencies are found, the report shall clearly identify each area of non-compliance.
- **Coordination with Design Professionals** – When necessary, meet with project architects, engineers, and/or other design professionals to review deficiencies and determine appropriate corrective measures to achieve compliance.
- **Ongoing Consultation** – Provide consultation and clarification, as needed, during the review process to ensure consistency and accuracy of determinations.

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EXHIBIT B

COMPENSATION SCHEDULE

Building Plan Review:
It is proposed that fees for most building plan review services be charged on a **fixed fee basis** at a rate of **75% of the applicable building permit fee**. Such fees are intended to cover:

- The initial plan review
- A second review, if necessary
- A third “quick re-check” and approval, when required

Miscellaneous Plan Review:
Plumbing, electrical, and mechanical plan review services that are not part of a standard building plan check shall be charged at a rate of **75% of the corresponding plan review fee** (electrical, plumbing, or mechanical).

If a building plan review extends beyond the third quick re-check and approval, or requires significant revisions to previously approved plans, fees shall be charged on a **time-and-materials basis** in accordance with the current hourly rate schedule.

Schedule of Hourly Rates	
Description	Hourly Rate
Review of Excess of (2)	$174.00

Additional Services:
Fees for services beyond the standard scope — such as foundation-only plan checks, expedited plan reviews, or other specialized services — shall be **negotiated in advance** of services being performed. Such negotiations will occur directly between the Consultant and the applicant, outside the scope of services provided by the City.

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CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

4LEAF, Inc.

By: DocuSigned by: Kevin Duggan 013734D554DD4B5...

Title: President

2784980.1

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CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND TRB AND ASSOCIATES, INC.

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and TRB and Associates, Inc., a California Corporation ("Consultant") (together referred to as the "Parties") as of December 1, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on December 1, 2028 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed two hundred fifty thousand dollars ($250,000) as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

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Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 **Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section

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2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis.

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Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than

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$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

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4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 **Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 **General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any

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applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

5.2 PERS Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and

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will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the

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subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily

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suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

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10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : TRB and Associates, Inc.
3108 Crow Canyon Place, Suite 216
San Ramon, CA 94583
ATTN: Todd Bradley, President

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: Shelby Rose, Chief Building Official

10.9 **Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

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To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG	**TRB AND ASSOCIATES, INC.**
	Signed by: Todd Bailey 075E0172DECE462...
Maria Allioti, Interim City Manager	Todd Bailey, President

Approved as to Form:

Donna Mooney, City Attorney

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EXHIBIT A

Duties to be performed by consultant staff for the City's Permit Center/Building Division

Scope of Duties:
As required by the City, through the Building Official, Consultant staff shall provide professional services to support the City's Permit Center and Building Division. Duties include the review of building plans for compliance with all applicable building, zoning, and municipal codes, as well as state and federal laws.

Plan Review Services:
At the request of, and under the direction of, the City Building Official, Consultant staff shall perform the following duties:

- **Plan and Specification Review** – Review building plans and specifications for compliance with the most current adopted building codes, the City's Municipal Code, and other applicable regulations.
- **Written Reports** – Provide the City with a written report of findings for each plan review, identifying whether the submittal complies with applicable codes. If deficiencies are found, the report shall clearly identify each area of non-compliance.
- **Coordination with Design Professionals** – When necessary, meet with project architects, engineers, and/or other design professionals to review deficiencies and determine appropriate corrective measures to achieve compliance.
- **Ongoing Consultation** – Provide consultation and clarification, as needed, during the review process to ensure consistency and accuracy of determinations.

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EXHIBIT B

COMPENSATION SCHEDULE

Building Plan Review:
It is proposed that fees for most building plan review services be charged on a **fixed fee basis** at a rate of **75% of the applicable building permit fee**. Such fees are intended to cover:

- The initial plan review
- A second review, if necessary
- A third “quick re-check” and approval, when required

Miscellaneous Plan Review:
Plumbing, electrical, and mechanical plan review services that are not part of a standard building plan check shall be charged at a rate of **75% of the corresponding plan review fee** (electrical, plumbing, or mechanical).

If a building plan review extends beyond the third quick re-check and approval, or requires significant revisions to previously approved plans, fees shall be charged on a **time-and-materials basis** in accordance with the current hourly rate schedule.

Schedule of Hourly Rates	
Description	Hourly Rate
Review of Excess of (2)	$174.00

Additional Services:
Fees for services beyond the standard scope — such as foundation-only plan checks, expedited plan reviews, or other specialized services — shall be **negotiated in advance** of services being performed. Such negotiations will occur directly between the Consultant and the applicant, outside the scope of services provided by the City.

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CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

TRB and Associates, Inc.

Signed by:
By: Todd Bailey
075F0172DECE462...

Title: President

2784980.1

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CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND WEST COAST CODE CONSULTANTS, INC.

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and West Coast Code Consultants, Inc. (WC3) a California Corporation ("Consultant") (together referred to as the "Parties") as of December 1, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on December 1, 2028 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

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Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

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- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 **Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section

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2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis.

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Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than

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$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

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4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 **Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 **General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any

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applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

5.2 PERS Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and

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will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the

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subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily

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suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

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10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : West Coast Code Consultant, Inc.
12647 Alcosta Boulevard, Suite 445
San Ramon, CA 94583
ATTN: Giyan Senaratne, PE, SE, LEED AP

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: Shelby Rose, Chief Building Official

10.9 **Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

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To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG

_____
Maria Allioti, Interim City Manager

WEST COAST CODE CONSULTANTS, INC.

Signed by:
GIYAN SENARATNE
C7DB6A0CF6F84C6...

Giyan Senaratne, PE, SE, LEED AP

Approved as to Form:

_____
Donna Mooney, City Attorney

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EXHIBIT A

Duties to be performed by consultant staff for the City's Permit Center/Building Division

Scope of Duties:
As required by the City, through the Building Official, Consultant staff shall provide professional services to support the City's Permit Center and Building Division. Duties include the review of building plans for compliance with all applicable building, zoning, and municipal codes, as well as state and federal laws.

Plan Review Services:
At the request of, and under the direction of, the City Building Official, Consultant staff shall perform the following duties:

- **Plan and Specification Review** – Review building plans and specifications for compliance with the most current adopted building codes, the City's Municipal Code, and other applicable regulations.
- **Written Reports** – Provide the City with a written report of findings for each plan review, identifying whether the submittal complies with applicable codes. If deficiencies are found, the report shall clearly identify each area of non-compliance.
- **Coordination with Design Professionals** – When necessary, meet with project architects, engineers, and/or other design professionals to review deficiencies and determine appropriate corrective measures to achieve compliance.
- **Ongoing Consultation** – Provide consultation and clarification, as needed, during the review process to ensure consistency and accuracy of determinations.

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EXHIBIT B

COMPENSATION SCHEDULE

Building Plan Review:
It is proposed that fees for most building plan review services be charged on a **fixed fee basis** at a rate of **75% of the applicable building permit fee**. Such fees are intended to cover:

- The initial plan review
- A second review, if necessary
- A third “quick re-check” and approval, when required

Miscellaneous Plan Review:
Plumbing, electrical, and mechanical plan review services that are not part of a standard building plan check shall be charged at a rate of **75% of the corresponding plan review fee** (electrical, plumbing, or mechanical).

If a building plan review extends beyond the third quick re-check and approval, or requires significant revisions to previously approved plans, fees shall be charged on a **time-and-materials basis** in accordance with the current hourly rate schedule.

Schedule of Hourly Rates	
Description	Hourly Rate
Review of Excess of (2)	$174.00

Additional Services:
Fees for services beyond the standard scope — such as foundation-only plan checks, expedited plan reviews, or other specialized services — shall be **negotiated in advance** of services being performed. Such negotiations will occur directly between the Consultant and the applicant, outside the scope of services provided by the City.

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CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

West Coast Code Consultants, Inc.

By: Signed by: GIYAN SENARATNE C7DB6A3CF6F84C6...

Title: President / CEO

2784980.1

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute a Lease Agreement with Kenneth Cooper

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

The City proposes to enter into a Lease Agreement (“Lease”) with Kenneth Cooper ("Lessor") for the property located at 359 E. 12th Street, which adjoins the City’s Corporation Yard. The additional space (“Premises”) will be used to conduct activities and provide storage in support of the operations of the Public Works Department.

FISCAL IMPACT

The City will pay Four Thousand Seven Hundred Forty-Six Dollars and Seventy-One Cents ($4,746.71) per month to the Lessor for the use of the Premises. Beginning in the second year of the Lease, monthly lease payments will be adjusted annually on the anniversary of the Lease to reflect the average cost of living adjustment, as measured by the Bureau of Labor Statistics (BLS) for the Consolidated Metropolitan Statistical Area (CMSA) for the preceding calendar year. Lease payments are included in the Public Works' adopted operating budget for Fiscal Year 2025-26 and no additional appropriations are needed.

RECOMMENDATION

City Council adopt the Resolution approving the Lease with Kenneth Cooper.

BACKGROUND

The City’s Corporation Yard, located at 357 East 12th Street, has long served the City’s needs for material and equipment storage, maintenance shops, and offices for the Public

Works Department staff to support municipal maintenance operations. As the City has grown, so have the scale and complexity of its maintenance operations.

By the late 1980s, the Public Works operations began to exceed the available space at the Corporation Yard. To address this issue, all park and street median landscape maintenance staff, equipment, and offices were relocated to the Environmental Center. Despite this adjustment, the Department's operational space needs continued to expand.

In response, in January 1996, the City entered into a lease with Kenneth Cooper for the use of the garage and yard located immediately adjacent to the Corporation Yard at 359 East 12th Street, providing additional space to support municipal maintenance operations.

SUBCOMMITTEE FINDINGS

This item was not discussed in a subcommittee meeting.

STAFF ANALYSIS

The garage and yard leased from Kenneth Cooper continue to serve as a critical asset for the Public Works Department. Located immediately adjacent to the Corporation Yard, this property provides a level of convenience, security, and operational efficiency that would be difficult to replicate elsewhere in the city. Relocating to another site would present challenges such as remote access, reduced security, and increased travel time.

The current lease is month-to-month, offering limited long-term security. Under these terms, the City is exposed to potential rent increases at the discretion of the property owner and the possibility of underutilization, as the site could be vacated on short notice. Entering into a long-term lease of five years, with options to extend for additional five-year terms, would provide the Public Works Department with greater operational security and stability.

A long-term commitment, potentially with the option to purchase the property in the future, would ensure the continued availability of the Premises for municipal operations at a predictable cost. This security would also allow the Department to make more substantial investments to the Premises such as improvements to security systems, lighting, and other fixed equipment, knowing these enhancements would serve the City well into the future.

ATTACHMENTS: Resolution
Lease Agreement

Report Prepared By: Ishani Rasanayagam, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute) RESOLUTION NO. 25-
Lease Agreement with Kenneth Cooper)

WHEREAS, the City's Corporation Yard, located at 357 E 12th Street, serves the City's needs for material and equipment storage, maintenance shops, and offices for the Public Works Department staff to support municipal maintenance operations; and

WHEREAS, the Public Works Department operations began to exceed the available space at the Corporation Yard by the late 1980's, and all park and street median landscape maintenance staff, equipment, and offices were relocated to the Environmental Center; and

WHEREAS, the adjustment was inadequate since the Department's operational needs continued to expand. The City entered into a lease agreement with Jean and Kenneth Cooper in 1996 for the use of the garage and yard located immediately adjacent to the Corporation Yard at 359 E 12th Street ("Premises"); and

WHEREAS, the Premises provides a level of convenience, security, and operational efficiency that would be difficult to replicate elsewhere in the city; and

WHEREAS, the current lease is on a month-to-month basis, providing limited long term security and leaving the City vulnerable to rent increases, and the potential loss of the Premises on short notice; and

WHEREAS, entering into a five-year lease, with options for additional five-year extensions, would provide the Public Works Department with greater operational stability and ensure continued use of the Premises to support ongoing municipal maintenance needs; and

WHEREAS, a long-term commitment, potentially including an option to purchase the Premises in the future, would help ensure the continued availability of space for municipal operations at a predictable cost, and would allow the Public Works Department to invest on improvements such as security systems, lighting, and other fixed infrastructure with confidence that these enhancements will benefit the City for years to come.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Lease Agreement and take such further actions as may be necessary or appropriate regarding the terms of the Lease.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of December 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dionne Adams, Mayor

ATTEST BY:

_____
Alice E. Evenson, City Clerk

LEASE AGREEMENT BETWEEN

KENNETH COOPER

AND

THE CITY OF PITTSBURG

This Lease Agreement is dated for identification on this 15th day of December, 2025 and is made by and between KENNETH COOPER, whose address is 1915 Kirker Pass Road Concord, CA 94521, (hereinafter "**Lessor**") and the CITY OF PITTSBURG, a municipal corporation, whose address is 65 Civic Avenue, Pittsburg, California, 94565, (hereinafter "**Lessee**").

RECITALS

A. Lessor holds title to real property (hereinafter "**Property**") located in the City of Pittsburg, County of Contra Costa, State of California and known more particularly as 359 E. 12th Street and described in Exhibit A attached hereto and made a part hereof.

B. Lessee wishes to obtain a leasehold interest in a portion of the Property as shown on Exhibit B for the purpose of conducting activities and providing storage to support the operation of the City's Public Services Department.

C. Lessor desires to lease Property to Lessee for such purposes.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. **Term**. Said Lessor agrees to lease Property to Lessee for a term of five (5) years beginning January 1, 2026 and ending December 31, 2031. The term may be extended twice for five years each at the option of the Lessee by written notice to the Lessor.

2. **Lease Fees**. Lessee agrees to pay Lessor the sum of Four Thousand Seven Hundred and Forty Six dollars and Seventy One cents ($4,746.71) per month for the use of the Property. Starting in year two of the agreement, lease fees are to be adjusted on an annual basis (at anniversary of agreement) to include the average cost of living adjustment in accordance with the Bureau of Labor Statistics (BLS) for the Consolidated Metropolitan Statistical Area {CMSA} for the preceding calendar year. All payments shall be paid by Lessee to the Lessor at 1915 Kirker Pass Road Concord, CA 94521, on or before the first day of each month. Failure to timely pay lease fees may be cause for termination of this Agreement.

3. **First Right of Refusal**. Lessor agrees to provide Lessee with a written notice of Lessee's first right of refusal (an option to provide and offer to buy) if the Lessor wishes to sell the Property. In the event of an activation of this clause the Lessee shall have up to sixty (60) days to prepare an offer acceptable to the Lessor before accepting any other offer for the purchase of the Property.

4. **Provision of Use**. The Lessee is hereby granted usage of the Property on an around the clock and seven (7) days a week basis in support of the Lessee's operations.

5. **Restoration**. On or before expiration of this Lease Agreement or its termination by Lessee, Lessee shall remove the Lessee's property and return Property in good order and repair to the reasonable satisfaction of the Lessor. The Lessee shall notify the Lessor of any changes which they make to the property by the Lessee. Changes made to the Property with the agreement of both parties to the agreement will not need to be restored by the Lessee unless specifically agreed to by parties to the agreement. If, however, the lease is terminated by Lessor, Lessee shall remove Lessee's personal property and return Property in good order and repair to the reasonable satisfaction of the Lessor within sixty (60) days of Lessor's notice of termination. In either event, if Lessee shall fail or neglect to remove his personal property and return Property in good condition, then at the option of the Lessor, any personal property of the Lessee remaining on the Property shall either become the property of the Lessor, without compensation therefor, or the Lessor may cause the property to be removed and no claim for damages against Lessor or its officer or agents shall be created by or made on account of such removal and restoration work. Lessee shall also pay Lessor on demand any reasonable sum, which may be expended by Lessor after the expiration. revocation, or termination of this Lease Agreement to restore the Property with normal wear and tear excepted.

6. **Insurance**.

    a. Definition: For purposes of this Lease Agreement, the following definition applies: Lessor is defined as Kenneth Cooper or their heirs.

    b. Comprehensive General: Lessee agrees to obtain and maintain during the term of this Lease Agreement comprehensive general liability insurance protecting Lessee in an amount of not less than One Million Dollars ($1,000,000) with provisions to cover damages of all kinds including, but not limited to, personal injury, operation of motor vehicles on the property, and physical damages to the Property. Such insurance shall name Kenneth Cooper (Lessor) as additional insured. Coverage shall be in accordance with the limits specified above and the provisions indicated herein. Claims-made policies are not acceptable. Such insurance shall not be cancelled or materially altered to reduce coverage without giving Lessor at least thirty (30)

days advance written notice of such cancellation or change, and it shall be the responsibility of Lessee to notify Lessor of such change or cancellation.

c. Certificates of Insurance with Endorsements: Lessee shall file the required original Certificate of Insurance with endorsements prior to entering upon the Property; it shall be subject to Lessor approval and shall clearly state:

   i. Name of insurer: company; name, address and telephone number of the agent or authorized representative;

   ii. That thirty (30) days cancellation notice, unqualified as to the acceptance of liability for failure to notify Lessor; and

   iii. Lessee's insurance is primary.

   The Certificate with endorsements and notices shall be mailed to: Kenneth Cooper, 1915 Kirker Pass Road Concord, CA 94521.

   iv. Absence of Insurance: The absence of in-force insurance or reduction below limits as specified in this article shall be cause for immediate termination of this Lease Agreement.

   v. Insurance Coverage: Insurance provided pursuant to this Lease Agreement must be available from Municipal Pooling Authority (an authorized municipal joint powers authority), or if not available from that source from such other source as are acceptable to the LESSOR.

7. **Indemnity.** Lessee shall indemnify and hold Lessor harmless from and against all claims, causes of action, damages, cost and expenses (including reasonable attorneys fees and costs) arising in whole or in part from the ads and omissions of Lessee and Lessee's agents, employees, contractors, subcontractors, and clients in connection with use of the Property pursuant to this Lease Agreement; provided, however, that Lessee shall have no indemnification obligation with respect to or liability for preexisting hazardous materials or defective conditions on the Property.

8. **Termination**. Lessee must be in default before Lessor can terminate. In the event Lessee remains on the Property after the date set forth in Section 1, Lessee's occupancy shall be considered a month-to-month lease, subject to all applicable terms of this Lease Agreement.

9. **Other Utilities and Services**. Lessee shall pay or cause to be paid and shall hold Lessor and the property of Lessor, including the Property, free and harmless from all charges for the furnishing telephone service, electric and gas service, water and sewer service to Lessee at the Property during the term of this Lease Agreement.

10. **Nontransferable**. This Lease Agreement shall not be assigned or otherwise transferred by Lessee without written consent of the Lessor.

11. **Notices**. All notices called or pursuant to this Lease Agreement shall be effective on personal delivery of five (5) business days after depositing in the United States mail postage fully prepaid and addressed as follows. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this Section.

LESSOR:	**LESSEE**
Kenneth Cooper 1915 Kirker Pass Road Concord, CA 94521	City of Pittsburg Director of Public Works 65 Civic Avenue Pittsburg, CA 94565

12. **Attorney Fees**. In the event of any controversy, claims or disputes between the parties arising out of or relating to this Lease Agreement or a breach thereof, the prevailing party shall be entitled to recover from other parties' reasonable expenses, attorney fees and costs.

13. **Maintenance and Protection of the Property**. At all times during the term of this Lease Agreement, Lessee and Lessee's tenant shall keep and maintain the Lessor's Property, all improvements and all appurtenances now or hereafter on the Property in good order and in a clean, safe condition by and at Lessee's own cost and expense. Structural and building system repairs including plumbing, electrical and HVAC shall be the responsibility of the Lessor unless these systems can be reasonably shown to have been damaged by the action or negligence of the Lessee.

14. **Recording of the Lease**. Lessor shall execute this Lease Agreement following Lessee and Lessee shall record this lease and any approved amendments to this Lease Agreement. Any costs of such recording of this agreement shall be borne by the Lessee.

15. **Right of Entry**. Lessee shall permit Lessor and its agents to enter the Property at any reasonable time for the purpose of: (i) inspecting the Property (with no obligation to do so) to verify Lessee's compliance with the terms of this Lease Agreement; (ii) curing Lessee's failure to perform any maintenance obligations under this Lease Agreement; and (iii) in the event of an emergency and, in such events, Lessor shall notify Lessee in writing at least forty-eight (48) hours prior to entry.

16. **Nondiscrimination**. Lessee covenants by and for itself, its heirs, executors, administrators and assigns and all persons claiming under or through it, and this Lease Agreement is made and accepted upon and subject to the condition that

there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the leasing, subleasing, transferring, use or enjoyment of the Property, nor shall Lessee or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number. use or occupancy of tenants, subtenants, licensees, concessionaires, vendees, invitees or customers with respect to the Property.

17. **Entire Agreement**. All exhibits referred to herein are attached hereto and incorporated herein by this reference. This instrument contains the entire agreement of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement executed by each of the parties hereto.

18. **Waiver**. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Lease Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or .remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

19. **Modification of Lease Agreement**. This Lease Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Lease Agreement shall be binding unless it is in writing and signed by the party to be charged.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the LESSOR and LESSEE have executed this Lease Agreement as of the date set forth below.

LESSOR

By: _____
Kenneth Cooper

LESSEE

CITY OF PITTSBURG
a Municipal Corporation

By: _____
Darin Gale
City Manager

APPROVED AS TO FORM

By: _____
Donna Mooney
City Attorney

EXHIBIT A

346495

Plat Showing Lessor's Property

The Property Located at 359 East 12th Street, Pittsburg Is Shown Below as the Crosshatched Section

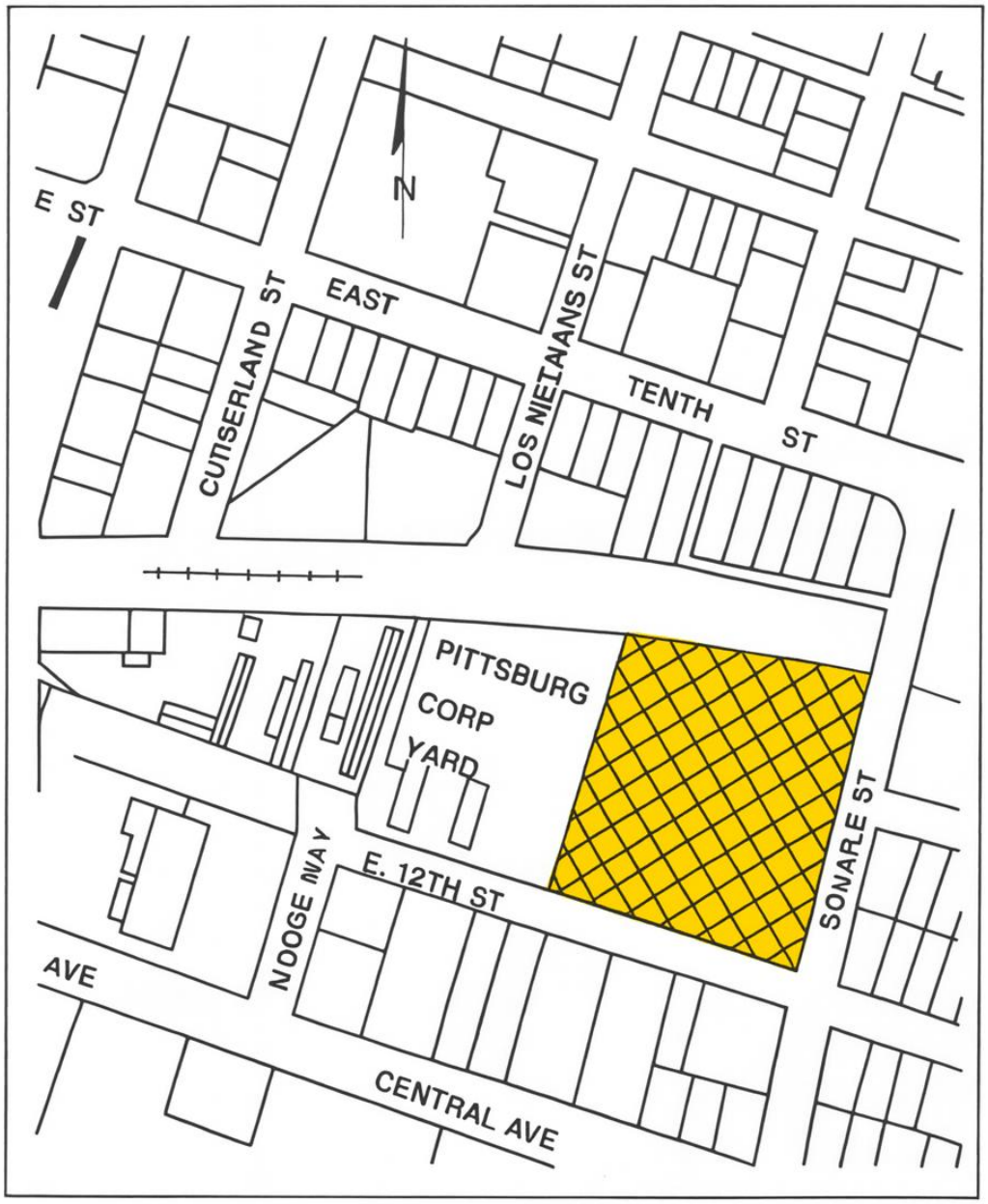

Exhibit A
Page 1 of 1

EXHIBIT B 346493

Plat Showing Portion of Lessor's Property To Be Leased

The Portion of the Property Located at 359 East 12th Street, Pittsburg To Be Leased Is Shown Below as the Crosshatched Section

Exhibit B
Page 1 of 1

f 8

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Lease Agreement by and Between the City of Pittsburg and Approved Auto Center of Pittsburg

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

The City owns certain real property located at 2101 Railroad Avenue, also known as Contra Costa County Assessor's Parcel Number 088-171-035 (Property). The City proposes to enter into a five (5) year lease agreement (Lease) with Approved Auto Center of Pittsburg (Lessee) with two 1-year options to extend (Option to Extend) for a total of seven (7) years.

FISCAL IMPACT

The City will receive a total of $676,452 for the initial term of the Lease. Should the Option to Extend be exercised, the total revenues to be received by the City is $1,026,408. This Lease revenue is accounted for in the General Fund.

RECOMMENDATION

City Council adopt the Resolution authorizing the City Manager to execute the Lease and take such further actions as may be necessary or appropriate regarding the terms of the Lease.

BACKGROUND

On April 20, 2020, through Resolution 20-13765, the City Council approved a Purchase

and Sale Agreement and an Assignment and Assumption Agreement between the City and Rose Clarke Winter ("Winter"), which transferred Winter's lease with the Lessee to the City. The Assignment and Assumption Agreement expired on March 31, 2022. Following its expiration, Robert Chudy and Gustavo Espinoza, doing business as Approved Auto Center of Pittsburg, entered into a Lease Agreement with the City.

SUBCOMMITTEE FINDINGS

This item was not discussed at a subcommittee.

STAFF ANALYSIS

The Property consists of approximately 1.58 acres and includes a one-story commercial building along with an associated parking lot.

The Lease will take effect on January 1, 2026 ("Effective Date") and will continue through December 31, 2030, unless terminated earlier or extended in accordance with the provisions of the Lease.

Beginning on the Effective Date, the monthly base rent ("Base Rent") will be ten thousand dollars ($10,000). Base Rent will increase annually each January 1st by six percent (6%) over the Base Rent paid in the preceding year for Lease Years 2 through 5. Should the Option to Extend be exercised, the annual rent for Years 6 and 7 will increase to ten percent (10%) over the Base Rent paid in the immediate prior year.

Year	Period	Monthly Rent
1	January 1, 2026 - December 31, 2026	$10,000
2	January 1, 2027 - December 31, 2027	$10,600
3	January 1, 2028 - December 31, 2028	$11,236
4	January 1, 2029 - December 31, 2029	$11,910
5	January 1, 2030 - December 31, 2030	$12,625
Option to Extend		
6	January 1, 2031 - December 31, 2031	$13,887
7	January 1, 2032 - December 31, 2032	$15,276

The City intends to lease the Property to the Lessee for continued operation as a used car dealership, and the Lessee has expressed its interest in leasing the Property for this purpose.

The Lessee may terminate the Lease, with or without cause, at any time by providing the City with ninety (90) days' written notice. Similarly, the City may elect to terminate the Lease, with or without cause, by providing the Lessee with six (6) months' written notice.

ATTACHMENTS: Resolution

Lease Agreement

Report Prepared By: Ishani Rasanayagam, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of a Lease Agreement)
Between the City of Pittsburg and Approved) RESOLUTION NO. 25-
Auto Center of Pittsburg)

WHEREAS on April 20, 2020, through Resolution 20-13765, City Council approved a Purchase and Sale Agreement, and an Assignment and Assumption Agreement by and between the City and Rose Clarke Winter, which assigned Winter's lease with Approved Auto Center of Pittsburg (Lessee) to the City; and

WHEREAS, the City owns certain real property located at 2101 Railroad Avenue, also known as Contra Costa County Assessor's Parcel Number 088-171-035; and

WHEREAS, the Assignment and Assumption agreement expired March 31, 2022; and

WHEREAS, the City proposes to enter into a Lease Agreement ("Lease") with Robert Chudy and Gustavo Espinoza, doing business as Approved Auto Center of Pittsburg, effective January 1, 2026 ("Effective Date"), with the Lease terminating on December 31, 2030, unless ended earlier or extended in accordance with its provisions; and

WHEREAS, commencing on the Effective date, the base rent (Base Rent) will be Ten Thousand Dollars ($10,000) per month. Base Rent will increase annually on each January 1st; thereafter, by six percent (6%) per annum over the Base Rent paid in the immediate prior year for years 2–5, and should the Option to Extend be exercised, by ten percent (10%) over the Base Rent paid in the immediate prior year for years 6-7; and

WHEREAS, the City will receive a total of $676,452 for the initial term of the Lease. Should the Option to Extend be exercised, the total revenues to be received by the City is $1,026,408. This Lease revenue is accounted for in the General Fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Lease and take such further actions as may be necessary or appropriate regarding the terms of the Lease.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of December 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dionne Adams, Mayor

ATTEST BY:

_____
Alice E. Evenson, City Clerk

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LEASE AGREEMENT

BY AND BETWEEN

CITY OF PITTSBURG

AND

ROBERT CHUDY AND GUSTAVO ESPINOZA

THIS LEASE ("**Agreement**") is dated as of January 1, 2026 (the "**Effective Date**") by and between the City of Pittsburg, a Municipal Corporation ("**City**"),Robert Chudy, an individual and Gustavo Espinoza, an individual, doing business together as Approved Auto Center of Pittsburg ("**Lessee**"). City and Lessee are collectively referred to in this Agreement as the "**Parties**".

RECITALS

A. The City is the owner of the real property located at 2101 Railroad Avenue also known as Contra Costa County Assessor Parcel Number (APN) 088-171-035 in the City of Pittsburg, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**").

B. The Property is 1.58 acres that consists of a one story commercial building and parking lot.

C. The City desires to lease the Property to the Lessee to be operated as a used car dealership (the "**Business"**) and the Lessee desires to lease the Property from the City.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS; INCORPORATION OF RECITALS; LEASE AND PRIOR RIGHTS

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth in this Section. Additional definitions are set forth in the Recitals and the text of this Agreement.

(a) "Applicable Laws" is defined in Section 4.3.

(b) "Base Rent" is defined in Section 2.3.1.

(c) "Business" is defined in Recital C.

(d) "Claims" is defined in Section 3.2.

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(e) "Force Majeure" is defined in Section 14.1.

(f) "Hazardous Materials" is defined in Section 6.5.1.

(g) "Hazardous Materials Laws" is defined in Section 6.5.2.

(h) "Impositions" is defined in Section 3.1.

(i) "Improvements" is defined in Section 4.1.

(j) "Indemnitees" is defined in Section 3.2.

(k) "Property" is defined in Recital A.

(l) "Security Deposit" is defined in Section 2.4.

(m) "Term" is defined in Section 2.2.

1.2 Incorporation of Recitals. The Parties acknowledge the truth of the Recitals set forth above, and all such Recitals are hereby incorporated into this Agreement.

1.3 Lease; Prior Rights. This Agreement is subject and subordinate to the prior and continuing rights and obligations of the City. This Agreement is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, and claims of title that may affect the Property as of the Effective Date.

1.4. Condition of Property. The Lessee will lease the Property in its "AS IS" condition as such condition exists as of the Commencement Date. The Lessee acknowledges that except as expressly set forth herein, the City makes no representations or warranties expressed or implied regarding the condition of the Property or the fitness or suitability thereof for the Lessee's purposes, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Property shall affect the rights of the Lessee or the City hereunder. The Lessee shall rely solely on its own independent investigation and judgment as to all matters relating to the Property. The Lessee acknowledges and agrees that prior to the Effective Date it has made such investigations of the Property, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Lessee deemed necessary to determine the condition of the Property, and has approved all such characteristics and conditions and shall lease the Property in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. The Lessee further acknowledges that the City has made available all data and information on the Property available to the Lessee, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Lease.

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ARTICLE II
LEASE; TERM; RENT; SECURITY DEPOSIT

2.1 Agreement to Lease Property. Subject to, and upon, the terms and conditions set forth in this Agreement, the City hereby leases the Property to Lessee as of Effective Date and Lessee hereby leases the Property from the City. Lessee acknowledges that the City has made no representation or warranty regarding the condition of the Property, or the suitability or fitness of the Property for the Business except as specifically stated in this Agreement.

2.2 Term of Agreement. The term of this Agreement ("**Term**") commences on the Effective Date and ends on December 31, 2030 - 5 year lease] or the date of any termination of the Agreement in accordance with the provisions hereof.

2.2.1 Option to Extend the Term; Notice. Provided the Lessee is in full conformance with the terms and conditions of this Agreement, the Lessee shall have two (2) 1-year options to extend the Term of this Agreement for up to seven (7) years in total. To exercise the Option to Extend, the Lessee shall notify the Lessor in writing of Lessee's intent to exercise this option at least ninety (90) days prior to the termination date of the initial Term which is December 31, 2030.

2.2.2 Termination. Lessee may terminate this Agreement, with or without cause, at any time by giving 90 days written notice of termination to City. City may terminate this Agreement with or without cause, at any time by giving six months' written notice of termination to Lessee.

2.3 Commencement of Rent. Lessee shall commence paying Base Rent on January 1, 2026 (the "**Commencement Date**"). If the Commencement Date is not the first day of the month, Lessee shall pay pro-rata Base Rent (as defined below) calculated based on the number of days of occupancy of Lessee for that month.

2.3.1 Base Rent. Commencing on the Commencement Date, Lessee shall pay base rent ("**Base Rent**"), without deduction, offset, prior notice or demand in the amount of Ten Thousand Dollars (**$10,000.00**) per month. Base Rent will increase annually on each January thereafter by six percent (6%) per annum over the Base Rent paid in the immediate prior year for years two – five of the Term. Base rent will increase annually on each January thereafter by ten percent (10%) per annum over the Base Rent paid in the immediate prior year for years six and seven.

Year	Period	Monthly Rent
1	January 1, 2026 - December 31, 2026	$10,000
2	January 1, 2027 - December 31, 2027	$10,600
3	January 1, 2028 - December 31, 2028	$11,236

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4	January 1, 2029 - December 31, 2029	$11,910
5	January 1, 2030 - December 31, 2030	$12,625
6	January 1, 2031 - December 31, 2031	$13,887
7	January 1, 2032 - December 31, 2032	$15,276

2.3.2 Additional Rent. As additional rent, Lessee shall pay and discharge when due, all Impositions described in Article III, all insurance premiums, all utility costs paid by the City for the Property including but not limited to water, all City fees and charges and all other liabilities and obligations Lessee assumes or agrees to pay or undertake pursuant to this Agreement (the "**Additional Rent**").

2.3.3 Base Rent and Additional Rent are collectively referred to herein as "**Rent**."

2.3.4 Payment of Rent. Rent is due and payable on the first day of each month to the City at the address shown in Section 14.4.2 or such other place as the City may designate in writing.

2.4 Security Deposit. A security deposit in the amount of Six Thousand Dollars ($6,000.00) (the "**Security Deposit**") was transferred and received by the City through the Assignment and Assumption Agreement executed in conjunction with the City's purchase of the Property as recorded in the Contra Costa County under Doc-2020-09848 on May 26, 2020. Provided that Lessee is not in default under this Agreement, the City shall return the Security Deposit to Lessee upon termination of this Agreement. The City has no obligation to pay or earn interest on the Security Deposit.

2.5 Triple Net Lease. This is a triple net lease to the City. It is the intent of the Parties that the Rent shall be an absolutely net return to the City and that Lessee shall pay all costs and expenses relating to the Property of any kind or nature whatsoever. Such costs and expenses shall include, without limitation, all amounts attributable to, paid or incurred in connection with the ownership, operation, repair, restoration, maintenance and management of the Property; real property taxes; rent taxes; gross receipt taxes (whether assessed against the City or assessed against Lessee and collected by the City, or both); water and sewer charges; insurance premiums; utilities; refuse disposal; lighting (including outside lighting); fire detection systems including monitoring, maintenance and repair; security; janitorial services; labor; air-conditioning and heating; maintenance and repair costs and service contracts; costs of licenses, permits and inspections; and all other costs and expenses paid or incurred with respect to the Property.

2.6 Late Fee. Lessee hereby acknowledges that late payment by the Lessee to City of Rent will cause City to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, personnel costs, and late charges which may be imposed on City by the terms of any mortgage or trust deed covering the Property.

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Accordingly, if any installment of Rent due from the Lessee is not received by City on the date such installment of Rent is due, Lessee shall pay to City a late charge equal to ten percent (10%) of such overdue Rent. City and Lessee hereby agree that such late charge represents a fair and reasonable estimated of the cost City shall incur by reason of late payment by Lessee. Acceptance of such late charge by City shall in no event constitute a waiver of Lessee's default by with respect to such overdue amount.

ARTICLE III
TAXES, ASSESSMENTS AND OTHER CHARGES

3.1 Impositions. Throughout the Term, Lessee shall pay prior to delinquency, all real property taxes, possessory interest taxes, license and permit fees, sales, use or occupancy taxes, assessments whether general or special, ordinary or extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, pertaining to the Property or part thereof, including, but not limited to (i) any assessment, levy, imposition or charge in lieu of or in substitution for real estate taxes, and (ii) any assessment for public improvements or benefits which is assessed, levied, or imposed upon or which becomes due and payable and a lien upon (a) the Property or any part thereof or any personal property, equipment or other facility used in the operation thereof, (b) the rent or income received by Lessee from sublessees or licensees, (c) any use or occupancy of the Property or part thereof, or (d) this transaction or any document to which Lessee is a party creating or transferring an estate or interest in the Property or part thereof. All of the foregoing are hereinafter referred to as "**Impositions**."

3.1.1 Installments. If by law any Imposition is payable, or may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Lessee may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same respectively become due and before any fine or penalty may be added thereto for the nonpayment of any such installment and interest. Any Impositions relating to tax years that are only partially included in the Term of this Agreement shall be prorated between Lessee and the City.

3.1.2 Evidence of Payment. Upon request by the City, Lessee shall furnish, in form satisfactory to the City, evidence of payment prior to delinquency of all Impositions payable by Lessee.

3.2 Lessee Right to Contest. Lessee has the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such right may not be deemed or construed in any way as relieving, modifying or extending the covenant to pay of Lessee any such Imposition at the time and in the manner required by law. Any such contest shall be conducted in accordance with and subject to the requirements of all Applicable Laws (as defined in Section 4.3) and otherwise in a manner that does not subject the City's title to the Property to foreclosure or forfeiture. Lessee shall indemnify, defend, and hold the City and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing, collectively the "**Indemnitees**") harmless from and against all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing, collectively "**Claims**") arising as a result of or in connection with any such contest brought by Lessee. During any contest of an Imposition, Lessee shall

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(by payment of disputed sums, if necessary) prevent any advertisement of tax sale, foreclosure of, or any divesting of the City's title, reversion or other interest in the Property. Upon final determination of the amount or validity of any Imposition contested pursuant to this Section 3.2, Lessee shall immediately pay such Imposition and all costs and expenses relating to such challenge.

3.3 Lessee Duty to File. Lessee has the duty of making or filing any declaration, statement or report which may be necessary or advisable in connection with the determination, equalization, reduction or payment of any Imposition which is or which may become payable by Lessee under the provisions of this Article III, and shall notify the City in writing upon making such filing, declaration, statement or report, and the City is not be responsible for the contents of any such declaration, statement or report; provided however, the City shall cooperate with Lessee in connection with the foregoing, including joinder in any application pertaining thereto to the extent required under Applicable Law, all at no cost to the City.

ARTICLE IV
ALTERATIONS AND NEW CONSTRUCTION

4.1 Changes and Alterations. During the Term of this Agreement, Lessee shall not make any change, alteration or addition to the Property (collectively, the "**Improvements**") that would materially alter the function or exterior appearance of the Property, other than the Lessee Improvements defined and described in Article VII of this Agreement, without the prior written consent of the City. Except as otherwise set forth in this Agreement, all Improvements may be made at the sole cost and expense of Lessee and must comply with all of the following:

(a) The Improvements may not materially impair the value or structural integrity of the Property.

(b) The Improvements may be necessary for the operation of the Business.

(c) No Improvements may be undertaken until Lessee has obtained all required permits and authorizations of any federal, state or local government or departments or subdivisions of any of them, having jurisdiction.

(d) The Improvements must be made in a good and workmanlike manner and in accordance with all applicable permits and all Applicable Laws.

(e) During the construction of any Improvements in, to or of, the Property, or the permitted demolition or new construction or any restoration, Lessee shall comply with the insurance requirements set forth in Section 8.2, which policy or policies by endorsement thereto, if not then covered, will also insure any change, alteration or addition or new construction, including all materials and equipment incorporated in, on or about the Property.

(f) Prior to commencement of any construction, change, alteration or repair, Lessee shall deliver to the City not later than ten (10) business days written notice of the proposed work, a general description of the proposed work and sufficient information to permit the City to post a notice of nonresponsibility on the Property.

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4.2 No Right to Demolish. Notwithstanding any other provisions of this Article IV, Lessee shall have no right to demolish the Improvements, once built, unless Lessee shall have received the prior written approval of the City.

4.3 Compliance with Laws. Lessee shall carry out the construction of the Improvements in conformity with all applicable state and federal laws and regulations, including without limitation, all applicable state and federal labor laws and standards, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq*., California Government Code Section 4450, *et seq*., California Government Code Section 11135, *et seq*., and the Unruh Civil Rights Act, California Civil Code Section 51, *et seq*. Lessee shall comply with all City ordinances and regulations relating to the conduct of construction, including without limitation, all City ordinances and regulations relating to noise, construction hours, and maintenance of the construction site. All of the foregoing state, federal and local laws, regulations and ordinances are hereafter referred to as the "**Applicable Laws**."

4.4 Rights of Access. The City has the right of access to the Property during normal construction hours for purposes of assuring compliance with this Agreement, so long as the City complies with all safety rules and does not unreasonably interfere with the progress of construction of the Improvements. The City shall give Lessee reasonable advance notice prior to exercising its rights pursuant to this Section 4.4 except in the event of emergency in which case notice shall not be required.

4.5 Indemnity. To the fullest extent allowed by law, Lessee shall defend (with counsel reasonably acceptable to the City), indemnify and hold harmless the Indemnitees from and against any and all present and future Claims arising during the term of this Agreement from or in connection with the failure to comply with all Applicable Laws relating to the operation or maintenance of the Property or the Improvements by Lessee, or the activities or performance of Lessee under this Agreement, whether such activity or performance is by Lessee or by anyone directly or indirectly employed by or contracted with by Lessee and whether such Claim shall be discovered before or after termination of the Agreement. The indemnity obligations of Lessee under this Section 4.5 do not extend to Claims to the extent they arise as a result of the Indemnitees' gross negligence or willful misconduct.

At its sole discretion, the City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Lessee of any obligation imposed by this Agreement. The City shall notify Lessee promptly of any claim, action or proceeding and cooperate fully in its defense.

4.6 Mechanic's Liens. Subject to the right to contest the same prior to payment, Lessee agrees to keep the Property free and clear of all mechanics' liens and other liens on account of work done by or for a Party. Lessee shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against all liability, loss, damages, costs and expenses (including reasonable attorney's fees) incurred by or brought against the City for claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to the City or persons claiming under it. In the event any lien is recorded, Lessee shall, within twenty (20) days following such recordation, cause such lien to be removed of record by bonding or otherwise.

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ARTICLE V
MANAGEMENT, USE AND OPERATION OF THE PROPERTY

5.1 Permitted Uses. Lessee may use the Property, with proper permits and license, for the operation of the Business and for no other purposes without the prior written consent of the City. Lessee shall not use or permit the Property to be used in whole or in part during the Term for any purpose other than as permitted pursuant to this Agreement or by the written consent of the City.

5.2 Nondiscrimination. Lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the, use, occupancy, tenure or enjoyment of the Property herein leased nor shall Lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection of employees or vendees in the Property herein leased.

5.3 Maintenance and Inspection of the Property.

5.3.1 Maintenance. At the sole cost and expense of Lessee throughout the Term, Lessee shall operate, maintain and manage the Property including all equipment, landscaping and improvements thereon in good order and repair and in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Property. Lessee shall ensure that the Property is served by adequate lighting in accordance with applicable building codes. Lessee shall promptly, at the sole cost and expense of Lessee, make all necessary repairs, including replacements or renewals when necessary, and all such repairs shall be at least equal in quality to the original work, reasonable wear and tear accepted. Lessee shall keep and maintain all portions of the Property in a clean and orderly condition, free of accumulation of dirt, rubbish, and graffiti. The failure of Lessee to maintain the Property in accordance with this Agreement shall, in the City's discretion, be grounds for termination of this Agreement pursuant to Article IX.

5.3.2 Inspection. At any time during the Term, upon reasonable advance notice and during normal business hours, the City may conduct interior and/or exterior inspections of the Property to confirm that it is being properly maintained as required herein. Following its inspection, the City may deliver to Lessee written notification of any portions of the Property which the City has determined are not being properly maintained, and Lessee shall promptly prepare and deliver to the City the proposed plan for remedying the indicated deficiencies of Lessee. The failure of Lessee to deliver a remedial plan and to complete remedial work within a reasonable time as determined by the City in its reasonable discretion shall be a default under this Agreement pursuant to Article IX.

The failure of the City to inspect or to notify Lessee of any deficiency shall not be a waiver of default or of the City's right to enforce the maintenance and repair obligations of

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Lessee. Lessee shall defend (with counsel reasonably acceptable to the City), indemnify and hold the Indemnitees harmless from and against any and all Claims arising out of the failure of Lessee to fully and timely fulfill its obligations to maintain and repair the Property as required hereunder.

5.4 City's Right to Perform Lessee Obligations. If following notice and the expiration of any applicable cure period as set forth in Section 13.2.1, Lessee fails to perform its obligations to maintain the Property in accordance with the standards set forth in this Agreement, the City shall have the right, but not the obligation, to perform such work upon delivery of written notice to Lessee, and Lessee shall reimburse the City for all expenditures the City incurs in connection with such work together with interest thereon at the Default Rate specified in Article XIII. The City's election to undertake such obligation shall not operate as a waiver of any other right or remedy the City may have pursuant to this Agreement.

5.5 City Not Obligated to Perform Repairs. Notwithstanding any contrary provision herein, the City shall not be obligated to make any repairs, alterations, additions, improvements or betterments to the Property during the term of this Agreement nor shall the City be obligated to maintain the Property.

5.6 Compliance with Laws. Lessee, at its sole cost and expense, shall comply with all Applicable Laws pertaining to the use, operation, and management of the Property. Lessee shall not itself use the Property for any unlawful purpose or perform, permit or suffer any act of omission or commission upon which would result in a nuisance or a violation of law. Lessee shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Property for any unlawful purpose or perform, permit or suffer any act of omission or commission which would result in a nuisance or a violation of law.

5.7 Lessee Right to Contest. Lessee shall have the right to contest by appropriate proceedings, in the name of Lessee, and without cost or expense to the City, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge or liability against the Property or the interest of Lessee therein, and without subjecting Lessee or the City to any liability, civil or criminal, for failure so to comply therewith, Lessee may delay compliance therewith until the final determination of such proceeding. Lessee shall indemnify, defend (with counsel approved by the City), protect and hold the Indemnitees harmless from and against all Claims arising in connection with any such contest brought by Lessee. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

5.8 Maintenance of Licenses and Permits; Legal Compliance. Lessee will, and will cause the Business, to preserve and maintain the existence of their respective licenses, rights, franchises and privileges in the jurisdiction of their formation and all authorizations, consents, approvals, orders, licenses, permits, or exemptions from or registrations with, any governmental agency that are necessary for the transaction of business. Lessee agrees to comply with all federal, state and local rules, statutes, ordinances and laws which apply to the conduct of its business activities and the construction, improvement and maintenance of its property. Lessee further agrees to notify City in writing within 10 days of its receipt of service or notice in any administrative or judicial proceeding in which Lessee is named as a party that is related to the occupation or use of the Property, or that is related to the licensing of Lessee

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or any guarantor, including any petitions, complaints or administrative proceedings to amend, modify, counsel, revoke, diminish or otherwise affect any licenses or authorities currently granted to, or in the possession of, Lessee including, but not limited to, business licenses. All repairs and Improvements to the Property must be performed by licensed and bonded contractors.

ARTICLE VI
CONDITION OF THE PROPERTY; ENVIRONMENTAL MATTERS

6.1 Condition of the Property.

6.1.1 AS-IS Condition. Lessee will lease the Property in its "AS IS" condition as such condition exists as of the Effective Date.

6.1.2 No Representations. Lessee acknowledges that except as expressly set forth herein, the City makes no representations or warranties express or implied regarding the condition of the Property or the fitness or suitability thereof for the purposes of Lessee, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Property shall affect the rights of Lessee or the City hereunder. Lessee shall rely solely on its own independent investigation and judgment as to all matters relating to the Property. Lessee acknowledges and agrees that prior to the Effective Date it has made such investigations of the Property, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Lessee deemed necessary to determine the condition of the Property, and has approved all such characteristics and conditions and shall lease the Property in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. Lessee further acknowledges that the City has made available all data and information on the Property available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

6.2 Lessee's Covenants. Lessee hereby covenants and agrees that throughout the Term:

(a) The Property, and the use and operation thereof, shall be in compliance with all Hazardous Materials Laws, and Lessee shall not cause or permit the Property or any portion thereof to be in violation of any Hazardous Materials Laws.

(b) Lessee shall not permit the Property or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall Lessee permit the presence or release of Hazardous Materials in, on, under, about or from the Property with the exception of materials customarily used in construction, operation, use or maintenance of Business facilities, provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.

(c) Upon receiving knowledge of the same, Lessee shall immediately advise the City in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Lessee or the Property pursuant to any applicable Hazardous Materials Laws; (ii) any and all complaints, claims, citations, demands, inquiries, reports, or notices made or threatened by any third party

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against Lessee, the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iii) the presence or release of any Hazardous Materials in, on, under, about or from the Property; or (iv) the discovery of any occurrence or condition, by Lessee, on any real property adjoining or in the vicinity of the Property classified as "Border Zone Property" under the provisions of former California Health and Safety Code, Sections 25220 *et seq.,* or any regulation adopted in connection therewith, that may in any way affect the Property pursuant to any Hazardous Materials Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims**." The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim, and to have its reasonable attorney's fees in connection therewith paid by Lessee.

(d) Without the City's prior written consent, which shall not be unreasonably withheld, Lessee shall not take any remedial action in response to the presence of any Hazardous Materials in, on, under, or about the Property (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the City agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise with respect to any Hazardous Materials Claim.

(e) If the presence of any Hazardous Material on the Property results in any contamination in violation of Hazardous Materials Laws, except to the extent such contamination is caused by the City, Lessee shall promptly take all actions at its sole expense as are necessary to remediate the Property as required by law; provided that Lessee first obtains City approval of such actions, which approval may be withheld in the City's reasonable discretion. All costs and expenses of any Remedial Work shall be paid by Lessee, it being understood that the City shall incur no cost, expense or liability in connection with any Remedial Work. The City shall have the right, but no obligation, to join and participate in, as a party if it so elects at the City's cost, any legal proceedings or actions initiated in connection with any Hazardous Material Claims. For purposes of this Agreement, "**Remedial Work**" means all investigation, testing, analysis, monitoring, restoration, abatement, detoxification, containment, handling, treatment, removal, storage, decontamination, clean-up, transport, disposal or other ameliorative work or response action required by (i) any Hazardous Materials Laws, (ii) any order or request of any federal, state or local governmental agency, or (iii) any judgment, consent decree, settlement or compromise with respect to any and all enforcement, clean-up, removal, remedial or other governmental or regulatory actions or agreements or orders threatened, instituted, or completed pursuant to any Hazardous Materials Laws or any actions, proceedings or claims by such entities or third parties relating to or arising out of the breach of any Hazardous Materials Laws or the presence or release of any Hazardous Material in, on, under or from the Property.

6.3 Release of Claims. Lessee hereby waives, releases and discharges forever the Indemnitees from all present and future Claims Lessee may have arising directly or indirectly from the presence or alleged presence of Hazardous Materials on, under, in or about the Property.

Lessee is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides:

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

As such relates to this Section 6.3, Lessee hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

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Lessee Initials

6.4 Environmental Indemnity. Lessee shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against all Claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Property during the Term, (ii) the failure of Lessee, or the employees, agents, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of Lessee to comply with Hazardous Materials Laws, or (iii) the breach by Lessee of any of its covenants contained in this Article VI. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any Claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision. This Section 6.4 shall survive the expiration or earlier termination of this Agreement.

6.5 Definitions.

6.5.1 Hazardous Materials. As used herein, "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a

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"hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq*.,* as the foregoing statutes and regulations now exist or may hereafter be amended.

6.5.2 Hazardous Materials Laws. As used herein "**Hazardous Materials Laws**" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 6.5.1, as any of the foregoing may be amended from time to time.

ARTICLE VII
TENANT IMPROVEMENTS

7.1 Construction of Tenant Improvements. Subject to construction in compliance with the provisions of Article IV of this Agreement, Lessee must receive written approval from the City prior to the construction of any improvements, changes, utility installations and alterations (the **"Tenant Improvements"**) that affect the Property. Prior to expending any funds for the acquisition, installation and/or construction of any Tenant Improvements, Lessee hereby agrees to submit to City the plans, specifications, bid(s), and cost estimates for the undertaking of the Tenant Improvements.

7.2 Prevailing Wages. To the full extent required by all applicable state and federal laws, rules and regulations, if any, Lessee and its contractors and agents shall comply with California Labor Code Section 1720 et seq. and the regulations adopted pursuant thereto ("**Prevailing Wage Laws**"), and are responsible for carrying out the requirements of such provisions. If applicable, Lessee shall submit to City a plan for monitoring payment of prevailing wages and shall implement such plan at the sole expense of Lessee.

Lessee shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against all Claims which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding in the construction of the Tenant Improvements, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Lessee related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that City does not and will not waive any rights against Lessee that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or deposit by Lessee to City of any of the insurance policies described in this Agreement. The provisions of this Section 7.2 survive the expiration or earlier termination of this Agreement. The indemnification obligations of Lessee as set forth in this Section shall not apply to Claims arising from the gross negligence or willful misconduct of the Indemnitees.

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ARTICLE VIII
INDEMNITY AND INSURANCE

8.1 Indemnity. To the fullest extent permitted by law, Lessee shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Property, (ii) any work or thing done on or in the Property, (iii) any condition of any alteration or addition constructed by Lessee on the Property, (iv) any breach or default by Lessee in the performance of any covenant or agreement to be performed by Lessee pursuant to the terms of this Agreement, (v) any negligence of Lessee, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Property, and (vii) the furnishing of labor or materials by Lessee or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the City by reason of any such Claim, Lessee, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. If an insurer under insurance required to be maintained by Lessee hereunder shall undertake to defend the City under a reservation of rights with respect to ultimate coverage and the City shall reasonably deem it necessary to retain independent counsel with respect to such matter, Lessee shall pay the reasonable fees of such counsel. The obligations of Lessee under this Article VIII do not apply to any Claim or other matter to the extent such arises as a result of the gross negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this Agreement.

8.2 Insurance Requirements. Lessee shall procure, at its sole expense, and maintain in full force and effect during the Term, the following insurance naming the City as additional insured and/or loss payee:

a. Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Property and the Business with a policy limit of at least Two Million Dollars ($2,000,000) per occurrence.

b. Workers' compensation insurance that complies with the statutory requirements of the State of California.

c. Automobile liability insurance for owned, hired and non-owned vehicles, with a combined single limit of at least One Million Dollars ($1,000,000).

If Lessee undertakes the construction of the Tenant Improvements pursuant to Article VII, Lessee shall ensure that its general contractor carries liability, property damage, workers' compensation, and builder's risk insurance throughout construction of the Tenant Improvements, naming the Indemnitees as additional insureds and otherwise in compliance with all requirements set forth in this Section 8.2.

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ARTICLE IX
DAMAGE AND DESTRUCTION

9.1 Damage or Destruction. In the event of any damage to or destruction of the Property during the Term, the City shall elect by written notice delivered to Lessee within sixty (60) days following the date of the occurrence of the damage to either remove or restore and rebuild the Property as nearly as possible to the condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the City elects to restore the Property, the City shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Property within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by the City pursuant to this Agreement. If the City does not elect to restore the Property and the City does not exercise its right to terminate this Agreement pursuant to Section 13.3 within one hundred twenty (120) days following the date of the occurrence of the damage, then at the City's option this Agreement will terminate upon delivery of written notice to Lessee. If the City elects to restore the Property, the City shall confer with Lessee regarding the design and plans for such restoration of the Property.

9.2 Notice Required. In the event of material damage to or destruction of the Property, or any part thereof, Lessee shall promptly give the City notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article IX, damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds Fifty Thousand Dollars ($50,000).

9.3 City's Right to Terminate. Notwithstanding any contrary provision of this Article IX, the City has the option to terminate this Agreement and be relieved of the obligation to restore the Property where all or substantially all of the Property are substantially damaged or destroyed and such damage or destruction resulted from a cause not insured against by Lessee and/or the City nor required to be insured against by Lessee and/or the City under this Agreement.

ARTICLE X
CITY'S RIGHT TO PERFORM LESSEE'S COVENANTS

10.1 City's Rights. If Lessee fails at any time to pay any Imposition or other charge payable by Lessee to a third party as required under this Agreement, or to comply with the requirements set forth in Section 8.2 pertaining to insurance, or to make any other payment or perform any other act on its part to be made or performed hereunder within the time permitted by this Agreement, then the City, after thirty (30) days' written notice to Lessee and without waiving or releasing Lessee from any obligation of Lessee hereunder, may (but is not required to): (i) pay such Imposition or other charge payable by Lessee; (ii) pay for and maintain the insurance policies required pursuant to this Agreement, or (iii) make such other payment or perform such other act on the part of Lessee to be made or performed under this Agreement; and the City may enter upon the Property for such purpose and take all such action thereon as may be reasonably necessary therefor.

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All sums paid by the City and all costs and expenses incurred by the City in connection with any such payment or the performance of any such act (together with interest thereon at the Default Rate from the respective dates of the City's making of each such payment) shall constitute additional Rent payable by Lessee under this Agreement and shall be paid by Lessee to the City on demand. The "**Default Rate**" shall mean interest calculated at an annual rate equal to the lesser of twelve percent (12%) or the maximum rate of interest permitted by law.

ARTICLE XI
MORTGAGES

11.1 Non-Subordination of Fee. The City will not subordinate its leasehold interest in the Property or its right to rent payments hereunder or any other right of the City under this Agreement. Except as expressly set forth in this Agreement, Lessee may not mortgage its interest in the Property. Notwithstanding anything to the contrary, the City has no obligation to encumber or otherwise subordinate its fee interest in the Property to Lessee.

ARTICLE XII
ASSIGNMENT, TRANSFER, SUBLETTING; NONDISTURBANCE AND ATTORNMENT

12.1 Restrictions on Transfer, Assignment and Encumbrance. Lessee has no right to sell, transfer, sublet, assign, encumber, hypothecate or otherwise convey ("**Transfer**") its leasehold interest hereunder or any portion of its interest in the Property, the fixtures, any Improvements or this Agreement voluntarily, involuntarily, by operation of law, or otherwise.

12.2 No Involuntary Transfers. No interest of Lessee in this Agreement, the Property or part thereof is assignable or transferable: (i) pursuant to any voluntary or involuntary proceeding under federal or state bankruptcy or insolvency law; (ii) pursuant to any assignment of the assets of Lessee for the benefit of its creditors; or (iii) pursuant to any order of attachment, garnishment, receivership, or similar action.

Any transfer described in this Section 12.2 constitutes an Event of Default under this Agreement by Lessee, and City has the right to terminate this Agreement pursuant to Article XIII as a result of any such transfer taking place, in which case this Agreement shall not be treated as an asset of Lessee.

12.3 Nondisturbance. Provided that Lessee is not in default under this Agreement, the possession, use and enjoyment of the Property by Lessee will not be interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of City, or any exercise of any remedies under this Agreement.

ARTICLE XIII
DEFAULT, REMEDIES AND TERMINATION

13.1 Event of Default. Lessee will be in default under this Agreement upon the occurrence of any of the following events of default (each, an "**Event of Default**"):

(a) Payment of Base Rent. Lessee fails to pay Base Rent when due and Lessee fails to cure such default within three (3) business days;

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(b) Other Monetary Obligations. Lessee at any time is in default hereunder as to any monetary obligation other than Base Rent (including without limitation, the obligation of Lessee to pay the City expenses and any taxes and assessments due on the Property or part thereof, subject to the right of Lessee to contest such charges pursuant to Section 3.2), and such default continues for 30 days after the date upon which the City shall have given Lessee a Notice of Default (as defined in Section 13.2.1);

(c) Insurance. Lessee fails to obtain and maintain any insurance required pursuant to Section 8.2 of this Agreement, and Lessee fails to cure such default within 10 days following receipt of Notice of Default;

(d) Abandonment. Lessee abandons the Property and ceases to use it for the purposes authorized hereby for a period of 90 days or more or as established pursuant to Section 1951.3 of the California Civil Code except when prevented by Force Majeure;

(e) Transfer. A voluntary or involuntary Transfer of all or any portion of the Lessee hold interest of Lessee in this Agreement occurs in violation of the provisions of Article XII;

(f) Non-Monetary Obligations. Lessee defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 13.1, and unless a shorter cure period is specified for such default, the default continues for 30 days after the date upon which the City has given written notice of the default to Lessee; provided however, if the default is of a nature that it cannot be cured within 30 days, an Event of Default shall not arise hereunder if Lessee commences to cure the default within 30 days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred and eighty (180) days after receipt of a Notice of Default;

(g) Bankruptcy. Lessee files a voluntary petition in bankruptcy or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

(h) Reorganization. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Lessee seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of 60 days from the first date of entry thereof, or any trustee receiver or liquidator of Lessee or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof is appointed without the consent or acquiescence of Lessee and such appointment remains unvacated and unstayed for an aggregate of 60 days, such 60 day period to be extended in all cases during any period of a bona fide appeal diligently pursued by Lessee;

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(i) Attachment. A writ of execution or attachment or any similar process is issued or levied against all or any part of the interest of Lessee in the Property and such execution, attachment or similar process is not released, bonded, satisfied, or vacated or stayed within 60 days after its entry or levy, such 60 day period to be extended during any period of a bona fide appeal diligently pursued by Lessee;

(j) Liens. The failure of Lessee to satisfy the requirements of Section 4.6 within the time periods specified therein.

13.2 Notice and Opportunity to Cure.

13.2.1 Notice of Default. Upon the occurrence of a default hereunder, the non-defaulting party shall deliver a notice to the nonperforming party (the "**Notice of Default**"), stating the nature of the obligation which such nonperforming party has failed to perform, and stating the applicable period of time, if any, permitted to cure the default.

13.2.2 Failure to Give Notice; No Waiver. Failure to give, or delay in giving, the Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. No failure or delay by either party in asserting any rights and remedies as to any breach shall operate as a waiver of any breach or of any such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive such party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

13.3 Remedies Upon Default.

13.3.1 City's Remedies. Upon the occurrence of any Event of Default and in addition to any and all other rights or remedies of the City hereunder and/or provided by law, the City has the right to terminate this Agreement and the possessory rights of Lessee hereunder, in accordance with applicable law to re-enter the Property and take possession of the Property and of the fixtures and any Improvements, and except as otherwise provided herein, to remove all persons and property therefrom, and to store such property at the risk of Lessee and for the account of Lessee, and Lessee shall have no further claim thereon or hereunder. The City's re-entry or taking of possession of the Property may not be construed as an election on the City's part to terminate this Agreement unless the City has given written notice of such intention to Lessee. In no event shall this Agreement be treated as an asset of Lessee after any final adjudication in bankruptcy except at the City's option so to treat the same but no trustee, receiver, or liquidator of Lessee shall have any right to disaffirm this Agreement.

13.3.2 Remedies Upon Abandonment. If Lessee should default under this Agreement and abandon the Property, the City may, at its option, enforce all of its rights and remedies under this Agreement, including the right to recover the rent as it becomes due hereunder. Additionally, the City is entitled to recover from Lessee all costs of maintenance and preservation of the Property, and all costs, including attorneys' and receiver's fees incurred in connection with the appointment of and performance by a receiver to protect the Property and the City's interest under this Agreement.

13.3.3 City Right to Continue Agreement. In the event of any default under this Agreement by Lessee (and regardless of whether or not Lessee has abandoned the

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Property), this Agreement does not terminate (except by an exercise of the City's right to terminate under Section 13.3.1) unless the City makes such election by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the right to possession held by Lessee. For so long as this Agreement continues in effect, the City may enforce all of the City's rights and remedies under this Agreement, including, without limitation, the right to recover all Rent and other monetary payments as they become due hereunder. For the purposes of this Agreement, the following shall not constitute termination of the right to possession held by Lessee: (a) acts of maintenance or preservation or efforts to relet the Property; or (b) the appointment of a receiver upon initiative of the City to protect the City interest under this Agreement.

13.3.4 Right to Injunction; Specific Performance. In the event of a default by Lessee under this Agreement, the City shall have the right to commence an action against Lessee for damages, injunction and/or specific performance. The failure, for any reason, of Lessee to comply with a court-ordered injunction or order for specific performance shall constitute a breach under this Agreement.

13.3.5 Right to Receiver. Following the occurrence of an Event of Default, if Lessee fails after receipt of a Notice of Default to cure the default within the time period set forth in this Agreement, the City, at its option, may have a receiver appointed to take possession of the interest of Lessee in the Property with power in the receiver (a) to administer the interest in the Property held by Lessee, (b) to collect all funds available in connection with the operation of the Property, and (c) to perform all other acts consistent with the obligations of Lessee under this Agreement, as the court deems proper.

13.4 Remedies Cumulative. No remedy specified in this Article XIII shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy provided by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth herein.

13.5 No Election of Remedies. The rights given in this Article XIII to receive, collect or sue for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Agreement, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of the City upon the conditions and subject to the provisions in this Agreement to terminate the right of possession held by Lessee because of any default in or breach of any of the covenants, provisions or conditions of this Agreement beyond the applicable cure period.

13.6 Survival of Obligations. Nothing herein shall be deemed to affect the right of the City under Article VIII of this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, nor shall anything herein be deemed to affect the right of the City to equitable relief where such relief is appropriate. No expiration or termination of the Term by operation of law, or otherwise, and no repossession of the Tenant Improvements or any part thereof shall relieve Lessee of its

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previously accrued liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession.

ARTICLE XIV
GENERAL PROVISIONS

14.1 Force Majeure; Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of any public or governmental agency or entity (other than the Parties which shall not excuse delay in performance), or any other cause beyond the affected Party's reasonable control (all of the foregoing "**Force Majeure**"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within 30 days of the commencement of the cause and such extension is not rejected in writing by the other Party within 10 days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Lessee and the City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the City Council). Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

14.2 City's Right to Enter the Property. The City and its agents may enter the Property from time to time with reasonable notice, except in the case of emergency in which case no notice shall be required, to inspect the same, to post notices of nonresponsibility and similar notices, and to discharge the obligations of Lessee as stated hereunder when Lessee has failed to do so within a reasonable time after written notice from the City.

14.3 Representations of City and Lessee.

14.3.1 Lessee hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) Lessee has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon Lessee or any provision of any indenture, agreement or other instrument to which Lessee is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or

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constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to Lessee.

14.3.2 City hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The City has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of the City, enforceable against the City in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon the City or any provision of any indenture, agreement or other instrument to which the City is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the City.

14.4 Miscellaneous.

14.4.1 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.4.2 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or

(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be

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considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: City Manager

Lessee: Approved Auto Center of Pittsburg
2101 Railroad Avenue
Pittsburg, CA 94565
Attention: Robert Chudy and Gustavo Espinoza

14.4.3 Captions; Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both Parties have participated in the negotiation and drafting of this Agreement with the advice of counsel, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

14.4.4 Successors and Assigns. Subject to the restrictions on transfer set forth in Article XII, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement as if in every case so expressed.

14.4.5 Short Form of Lease/Agreement. A memorandum of lease may be executed by the Parties and recorded in the Official Records of Contra Costa County upon the request of either Party.

14.4.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Contra Costa County, California or in the Federal District Court for the Northern District of California.

14.4.7 Attorney's Fees. If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable counsel fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

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14.4.8 Indemnity Includes Defense Costs. In any case where either Party is obligated under an express provision of this Lease, to indemnify and to save the other Party harmless from any damage or liability, the same shall be deemed to include defense of the indemnitee by the indemnitor, such defense to be through legal counsel reasonably acceptable to the indemnitee.

14.4.9 No Third-Party Beneficiaries; Disclaimer of Partnership, Lender/Lessee Relationship. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties any rights or remedies hereunder. The relationship of the parties under this Agreement is solely that of City and Lessee, and it is expressly understood and agreed that the City does not as a result of this Agreement in any way nor for any purpose become a partner of Lessee or a joint venturer with Lessee in the conduct of business or otherwise by Lessee. This Agreement is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, or association as between the City and Lessee. It is further expressly understood and agreed that this Agreement is not intended to, and shall not be construed to create the relationship of lender and borrower, and the City does not, solely as a result of this Agreement, become a lender to Lessee.

14.4.10 Entire Agreement. This Agreement, together with exhibits which by this reference are hereby incorporated herein, contains the entire agreement between the Parties relative to the transactions covered hereby. All previous correspondence, communications, discussions, agreements, understandings or proposals and acceptances thereof between the Parties or their representatives, whether oral or written, are deemed to have been integrated into and superseded by this Agreement and are of no further force and effect except as expressly provided in this Agreement.

14.4.11 Waiver; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. The City Manager, in his or her sole discretion, may make minor amendments to the Agreement. This Agreement may be amended or modified only by a written instrument executed by the Parties.

14.4.12 Time is of the Essence. Time is of the essence of this Agreement and of each provision hereof.

14.4.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

14.4.14 Action by the Parties. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City in its capacity as landlord hereunder is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City

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Council unless the City Manager determines in his or her discretion that such matter requires consideration by the City Council.

14.4.15 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the City or the City shall be personally liable to Lessee or its successors in interest in the event of any default or breach by the City or for any amount which may become due to Lessee or the permitted successors in interest of Lessee pursuant to this Agreement.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives in the city of Pittsburg, State of California, as of the date first written above.

CITY OF PITTSBURG
a Municipal Corporation

By: _____
Darin Gale
City Manager

LESSEE
individuals, doing business together as Approved Auto Center of Pittsburg

By: DocuSigned by: Robert Chudy 12/4/2025
277678698E744C1...
Robert Chudy

Signed by: Gustavo Espinoza 12/3/2025
540F338760874DE...
Gustavo Espinoza

APPROVED AS TO FORM

By: _____
Donna Mooney
City Attorney

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EXHIBIT A

PROPERTY

A certain parcel of land situated in the City of Pittsburg, County of Contra Costa, State of California and more particularly described as 2101 Railroad Avenue.

APN:. 088-171-035

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Adoption of a City Council Resolution to Amend the Master Pay Schedule to Include Amendments to the Seasonal Salary Schedule and Previously Approved Positions and Compensation

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

Effective January 1, 2026, the California minimum wage will increase from $16.50 per hour to $16.90 per hour. As the seasonal salary schedule presently has wages below the minimum, the City is required to increase the salaries impacted by the State's new minimum wage and amend the salary schedule to comply with CalPERS' interpretation of the requirements of California Code of Regulations, Title 2, Section 570.5 by amending the single master pay schedule.

FISCAL IMPACT

The fiscal impact for FY2025/26 is estimated to be $8,000, which includes a salary adjustment to the Water Plant Operator salary steps. Such costs will be absorbed by the Public Works Department budget. No additional appropriations are required in the current year.

RECOMMENDATION

It is recommended that the City Council adopt the resolution to amend the seasonal salary schedule effective December 21, 2025, the start of the first pay period of 2026, and to amend the City of Pittsburg's master pay schedule for all employee classifications so the City is in compliance with the requirements of the California Code

of Regulations, Title 2, Section 570.5 and the California Public Employees' Retirement System (CalPERS) relating to publicly available pay schedules for purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1.

BACKGROUND

The California State's minimum wage will increase from $16.50 to $16.90 per hour effective January 1, 2026. The City is required to pay employees an hourly wage that is at, or above, the minimum wage. Additionally, an amendment is needed to the salary steps of Water Plant Operator classification due to a calculation discrepancy with the certification pay added to salary as adopted by the City Council for the 2025-2028 Teamsters Memorandum of Understanding. The adjustment affects four employees. The total fiscal impact is estimated at $3,200 to appropriately adjust the steps as of July 6, 2025.

On November 17, 2025, City Council directed staff to bring a Fifth Amendment to an open session following the City Attorney's performance evaluation. The proposed Fifth Amendment includes an increase in compensation to a monthly base salary of $24,782. On November 17, 2025, City Council approved a resolution appointing the new City Manager and authorizing the mayor to execute an employment agreement with a monthly base salary of $26,020.

To comply with CalPERS' interpretation of the requirements of California Code of Regulations, Title 2, Section 570.5 by amending the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule. The single master pay schedule will be submitted to the City Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

CalPERS, pursuant to their interpretation of California Code of Regulations, Title 2, Section 570.5, recommends all CalPERS employers to maintain their compensation levels in *one* publicly available document, approved and adopted by the governing body, which must meet all of the following requirements:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identifies the position title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annual;
- Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and

- Does not reference another document in lieu of disclosing the pay rate.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The increase is due to the minimum wage law and has an impact on the City's seasonal classifications. The City currently has forty-seven (47) employees at less than minimum wage whose pay needs to be adjusted.

The fiscal impact is estimated at $4,800, assuming the affected forty-four (44) seasonal employees are in the Recreation Department and three (3) are in other City departments, working 20 hours per week through the end of the fiscal year.

The proposed changes to the seasonal salary schedule have been reviewed and approved by the affected departments. Staff will work with the departments to implement salary adjustments for seasonal employees effective December 21, 2025, the beginning of the first pay period of 2026.

Exhibit A demonstrates the proposed changes to the seasonal classification plan.

Additional modifications to the salary schedule include the classification title change from Community Relations Manager to Community Engagement Officer and the new salary steps, effective July 6, 2025, Water Plant Operator classification was amended due to a calculation discrepancy affecting four employees, which resulted in an additional cost of approximately $3,200 for the current fiscal year, as well as the City Attorney monthly salary increase and City Manager new salary range.

In accordance with the City's Personnel Rule 11.1, the City Council is asked to establish salary ranges. Salary ranges are set for each class by the City Council.

The adoption of the resolution will comply with CalPERS' interpretation of the requirements of Code of Regulations section 570.5 by amending the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule.

ATTACHMENTS: Resolution
Exhibit A – Salary Schedule

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the Master Pay Schedule to Include Amendments to the Seasonal Salary Schedule and Previously Approved Positions and Compensation	))))	RESOLUTION NO.25-

WHEREAS, the California Public Employees' Retirement System (CalPERS) has requested all CalPERS employers list their compensation levels on one document, approved and adopted by the governing body, in accordance with Title 2 California Code of Regulations section 570.5, and meeting all of the following requirements thereof:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identifies the position title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annual;
- Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and
- Does not reference another document in lieu of disclosing the pay rate; and

WHEREAS, the State of California minimum wage increased from $16.50 per hour to $16.90 per hour effective January 1, 2026; and

WHEREAS, the current seasonal salary schedule has salary steps which are less than the new minimum wage and the City of Pittsburg is required to pay employees at the minimum wage or greater; and

WHEREAS, the salary schedule includes title changes and is prepared for the 2026 State minimum wage increase; and

WHEREAS, the monthly pay rate of Water Plant Operator, City Attorney, and City Manager require amendment; and

WHEREAS, the new monthly pay rate for Water Plant Operator is $8,681 to $10,553, the City Attorney is $24,782, and the City Manager is $26,020; and

WHEREAS, the City now desires to amend the master pay schedule to include previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburg; and

WHEREAS, the City's Personnel Rules call for the City Council to establish the salary ranges for classifications; and

WHEREAS, the fiscal impact is estimated at $8,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby amends the master pay schedule as shown in the attached salary schedule.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of December 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dionne Adams, Mayor

ATTEST BY:

_____
Alice E. Evenson, City Clerk

City of Pittsburg

Monthly Salary Schedule

EXHIBIT A

CLASSIFICATION	CODE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	Top Step w/Incentives
Account Clerk	170	7/6/2025	5,051	5,304	5,569	5,847	6,140		6,290
Accountant I	355	7/6/2025	6,874	7,217	7,578	7,957	8,355		8,505
Accountant II	500	7/6/2025	7,694	8,079	8,483	8,907	9,353		9,503
Accounting Supervisor	747	7/6/2025	8,764	9,202	9,662	10,145	10,652		10,802
Accounting Technician	220	7/6/2025	5,897	6,192	6,502	6,827	7,168		7,318
Administrative Analyst I	390	7/6/2025	7,508	7,884	8,278	8,692	9,127		9,277
Administrative Analyst II	702	7/6/2025	8,693	9,128	9,584	10,063	10,566		10,716
Administrative Assistant	160	7/6/2025	5,089	5,344	5,611	5,891	6,186		6,336
Administrative Coordinator	350	7/6/2025	6,676	7,010	7,360	7,728	8,115		8,265
Administrative Specialist	290	7/6/2025	6,305	6,620	6,951	7,299	7,663		7,813
Assistant City Clerk	820	7/6/2025	9,244	9,707	10,192	10,702	11,237		11,387
Assistant City Manager	950	7/6/2025	18,327				22,276		22,276
Assistant Director of Community & Economic Development	889	7/6/2025	14,156				17,207		17,207
Assistant Director of Finance	887	7/6/2025	12,667				15,397		15,397
Assistant Director of Public Works - Operations	896	7/6/2025	13,294	13,958	14,656	15,389	16,159		16,309
Assistant Director, Public Works - Engineering	889	7/6/2025	14,156				17,207		17,207
Assistant Director, Public Works - Utilities	889	7/6/2025	14,156				17,207		17,207
Assistant Engineer	510	7/6/2025	7,902	8,297	8,712	9,147	9,604		10,235
Assistant Planner	450	7/6/2025	7,356	7,723	8,109	8,515	8,941		9,538
Assistant to the City Manager	835	7/6/2025	12,168				14,790		14,790
Associate Engineer	780	7/6/2025	9,149	9,607	10,087	10,591	11,121		11,827
Associate Planner	740	7/6/2025	8,515	8,941	9,388	9,857	10,350		11,017
Building Inspector	520	7/6/2025	7,720	8,106	8,512	8,937	9,384		9,534
Chief Building Official	895	7/6/2025	13,255	13,918	14,613	15,344	16,111		16,261
Chief of Police	955	7/6/2025	19,301				23,461		28,153
City Attorney	943	11/17/2025					24,782		24,782
City Manager	960	11/17/2025					26,020		26,020
Code Enforcement Officer I	258	7/6/2025	6,138	6,445	6,767	7,106	7,461		7,611
Code Enforcement Officer II	415	7/6/2025	7,105	7,460	7,833	8,225	8,636		8,786
Code Enforcement Supervisor	820	7/6/2025	9,244	9,707	10,192	10,702	11,237		11,387
Community Outreach Coordinator	315	7/6/2025	6,512	6,838	7,179	7,538	7,915		8,065

City of Pittsburg

Monthly Salary Schedule

EXHIBIT A

CLASSIFICATION	CODE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	Top Step w/Incentives
Community Engagement Officer	703	7/6/2025	9,215	9,676	10,160	10,668	11,201		11,351
Community Services Specialist	258	7/6/2025	6,138	6,445	6,767	7,106	7,461		7,611
Construction Inspector I	360	7/6/2025	6,869	7,212	7,573	7,952	8,349		8,917
Construction Inspector II	520	7/6/2025	7,720	8,106	8,512	8,937	9,384		10,003
Crime Analyst	700	7/6/2025	7,986	8,386	8,805	9,245	9,707		9,857
Customer Service Representative	170	7/6/2025	5,051	5,304	5,569	5,847	6,140		6,290
Deputy Chief Information Systems Officer	887	7/6/2025	12,667				15,397		15,397
Deputy Director, Information Technology Operations	887	7/6/2025	12,667				15,397		15,397
Deputy General Manager, Pittsburg Power Company	887	7/6/2025	12,667				15,397		15,397
Development Services Coordinator	532	7/6/2025	7,884	8,278	8,692	9,126	9,583		9,733
Development Services Supervisor	881	7/6/2025	10,958	11,506	12,082	12,686	13,320		13,470
Director of City Clerk Services	8351	7/6/2025	12,168				14,790		14,790
Director of Community & Economic Development	9403	7/6/2025	15,742				19,134		19,134
Director of Community Services	9402	7/6/2025	15,522				18,867		18,867
Director of Finance	9401	7/6/2025	15,522				18,867		18,867
Director of Human Resources	9400	7/6/2025	15,522				18,867		18,867
Director of Public Works/City Engineer	945	7/6/2025	16,181				19,668		19,668
Director of Recreation	9400	7/6/2025	15,522				18,867		18,867
Economic Development Manager	867	7/6/2025	11,764	12,352	12,970	13,619	14,300		14,450
Electrical Technician	420	7/6/2025	7,118	7,474	7,848	8,240	8,652		9,518
Electrical Technician Apprentice	200	7/6/2025	5,685	5,969	6,267	6,581	6,910		7,601
Engineering Technician I	310	7/6/2025	6,445	6,767	7,106	7,461	7,834		7,984
Engineering Technician II	460	7/6/2025	7,464	7,837	8,229	8,641	9,073		9,223
Environmental Health & Safety Officer	832	7/6/2025	10,646	11,179	11,738	12,325	12,941		13,091
Equipment Mechanic	270	7/6/2025	6,288	6,602	6,932	7,279	7,643		8,407
Equipment Shop Supervisor	531	7/6/2025	8,142	8,549	8,976	9,425	9,896		10,046
Executive Assistant	400	7/6/2025	7,125				8,660		8,660
Executive Assistant to the Chief of Police	330	7/6/2025	6,620	6,951	7,298	7,663	8,046		8,196
Finance Division Manager	855	7/6/2025	10,638	11,170	11,729	12,315	12,931		13,081
Financial Analyst	580	7/6/2025	8,811	9,251	9,714	10,199	10,709		10,859
Geographical Information Systems (GIS) Administrator	815	7/6/2025	10,208	10,719	11,255	11,817	12,408		12,558

City of Pittsburg

Monthly Salary Schedule

EXHIBIT A

CLASSIFICATION	CODE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	Top Step w/Incentives
Harbormaster	830	7/6/2025	9,781	10,270	10,784	11,323	11,889		12,039
Housing Manager	855	7/6/2025	10,638	11,170	11,729	12,315	12,931		13,081
Housing Program Analyst I	390	7/6/2025	7,508	7,884	8,278	8,692	9,127		9,277
Housing Program Analyst II	702	7/6/2025	8,693	9,128	9,584	10,063	10,566		10,716
Housing Specialist	210	7/6/2025	5,800	6,090	6,394	6,714	7,050		7,200
Human Resources Analyst	701	7/6/2025	8,636	9,067	9,521	9,997	10,497		10,647
Human Resources Specialist	330	7/6/2025	6,620	6,951	7,298	7,663	8,046		8,196
Information Technology Analyst I	420a	7/6/2025	7,118	7,474	7,848	8,240	8,652		8,802
Information Technology Analyst II	720	7/6/2025	8,331	8,748	9,185	9,644	10,127		10,277
Information Technology Manager	866	7/6/2025	11,707	12,292	12,907	13,552	14,230		14,380
Laboratory Supervisor	810	7/6/2025	10,367	10,885	11,429	12,001	12,601		13,459
Lead Customer Service Representative	185	7/6/2025	5,556	5,834	6,126	6,432	6,754		6,904
Lead Electrical Technician	705	7/6/2025	8,240	8,652	9,084	9,539	10,016		11,017
Lead Marina Services Worker	320	7/6/2025	6,581	6,910	7,255	7,618	7,999		8,479
Lead Police Records Technician	255	7/6/2025	6,185	6,495	6,819	7,160	7,518		7,668
Lead Public Works Superintendent	885	7/6/2025	12,651	13,284	13,948	14,645	15,378		15,528
Maintenance Assistant	095	7/6/2025	3,992	4,192	4,401	4,622	4,853		5,144
Maintenance Lead Worker	320	7/6/2025	6,581	6,910	7,255	7,618	7,999		8,799
Maintenance Worker I	140	7/6/2025	4,911	5,156	5,414	5,685	5,969		6,387
Maintenance Worker II	200	7/6/2025	5,685	5,969	6,267	6,581	6,910		7,601
Office Assistant	095a	7/6/2025	3,992	4,192	4,401	4,622	4,853		5,003
Paralegal	400	7/6/2025	7,125				8,660		8,660
Payroll Coordinator	350	7/6/2025	6,676	7,010	7,360	7,728	8,115		8,265
Payroll Supervisor	745	10/20/2025	8,570	8,999	9,449	9,921	10,417		10,567
Permit Center Supervisor	820	7/6/2025	9,244	9,707	10,192	10,702	11,237		11,387
Permit Technician	260	7/6/2025	6,221	6,532	6,858	7,201	7,561		7,711
Pest Control Specialist	470	7/6/2025	7,392	7,761	8,149	8,557	8,985		9,524
Planning Technician	260	7/6/2025	6,221	6,532	6,858	7,201	7,561		7,711
Police Captain	650	7/7/2025	16,950	17,797	18,687	19,621	20,602	21,632	24,877
Police Forensic Technician I	260	7/6/2025	6,221	6,532	6,858	7,201	7,561		7,711
Police Forensic Technician II	425	7/6/2025	7,202	7,562	7,940	8,337	8,754		8,904

City of Pittsburg

Monthly Salary Schedule

EXHIBIT A

CLASSIFICATION	CODE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	Top Step w/Incentives
Police Lieutenant	640	7/7/2025	14,776	15,515	16,290	17,105	17,960	18,858	22,441
Police Officer	600	7/6/2025	9,100	9,555	10,033	10,535	11,062	11,615	14,925
Police Records Supervisor	540	7/6/2025	8,265	8,679	9,112	9,568	10,047		10,197
Police Records Technician	180	7/6/2025	5,343	5,610	5,890	6,185	6,494		6,644
Police Sergeant	625	7/6/2025	11,166	11,725	12,311	12,926	13,573	14,251	16,573
Police Services Administrator	831	7/6/2025	10,361	10,879	11,423	11,994	12,594		12,744
Police System Coordinator	814	7/6/2025	9,064	9,517	9,993	10,492	11,017		11,718
Power Company Manager	920	7/6/2025	13,562				16,485		16,485
Principal Planner	864	7/6/2025	10,844	11,386	11,955	12,553	13,181		13,990
Property and Evidence Supervisor	540	7/6/2025	8,265	8,679	9,112	9,568	10,047		10,197
Property and Evidence Technician	250	7/6/2025	5,610	5,890	6,185	6,494	6,819		6,969
Public Works Superintendent	880	7/6/2025	10,928	11,474	12,048	12,650	13,283		13,433
Public Works Supervisor	530	7/6/2025	7,832	8,223	8,634	9,066	9,520		10,145
Recreation Coordinator	230	7/6/2025	5,986	6,285	6,600	6,930	7,276		7,426
Recreation Supervisor	550	7/6/2025	7,818	8,209	8,619	9,050	9,503		9,653
Revenue Operations Supervisor	745	7/6/2025	8,570	8,999	9,449	9,921	10,417		10,567
Senior Accounting Technician	313	7/6/2025	6,487	6,812	7,152	7,510	7,885		8,035
Senior Administrative Analyst	825	7/6/2025	10,063	10,566	11,094	11,649	12,232		12,382
Senior Building Inspector	760	7/6/2025	8,677	9,111	9,566	10,045	10,547		10,697
Senior Civil Engineer	865	7/6/2025	11,208	11,769	12,357	12,975	13,624		13,774
Senior Construction Inspector	760	7/6/2025	8,677	9,111	9,566	10,045	10,547		11,224
Senior Financial Analyst	790	7/6/2025	10,200	10,710	11,246	11,808	12,399		12,549
Senior Housing Program Analyst	825	7/6/2025	10,063	10,566	11,094	11,649	12,232		12,382
Senior Human Resources Analyst	821	7/6/2025	9,996	10,496	11,020	11,571	12,150		12,300
Senior Information Technology Analyst	815	7/6/2025	10,208	10,719	11,255	11,817	12,408		12,558
Senior Payroll Coordinator	385	7/6/2025	7,343	7,711	8,096	8,501	8,926		9,076
Senior Permit Technician	359	7/6/2025	6,843	7,185	7,544	7,922	8,318		8,468
Senior Planner	840	7/6/2025	9,858	10,351	10,869	11,412	11,983		12,732
Sweeper Operator	140	7/6/2025	4,911	5,156	5,414	5,685	5,969		6,327
Traffic Engineer	881	7/6/2025	10,958	11,506	12,082	12,686	13,320		13,470
Utility Lead Technician	870	7/6/2025	12,399	13,019	13,670	14,354	15,072		15,976

City of Pittsburg

Monthly Salary Schedule

EXHIBIT A

CLASSIFICATION	CODE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	Top Step w/Incentives
Utility Lineworker	742	7/6/2025	8,870	9,314	9,779	10,268	10,782		11,429
Utility Maintenance Worker	312	7/6/2025	6,758	7,096	7,451	7,823	8,214		8,707
Utility Supervisor	811	7/6/2025	12,361	12,979	13,628	14,310	15,025		15,175
Utility Technician	863	7/6/2025	11,272	11,836	12,428	13,049	13,702		14,524
Water Instrument/Maintenance Technician I	480	7/6/2025	8,337	8,753	9,191	9,651	10,133		10,640
Water Instrument/Maintenance Technician II	750	7/6/2025	9,650	10,132	10,639	11,171	11,730		12,316
Water Maintenance Mechanic I	480	7/6/2025	8,337	8,753	9,191	9,651	10,133		10,640
Water Maintenance Mechanic II	750	7/6/2025	9,650	10,132	10,639	11,171	11,730		12,316
Water Plant Apprentice Operator	200	7/6/2025	5,685	5,969	6,267	6,581	6,910		7,255
Water Plant Operator	560	7/6/2025	8,681	9,115	9,571	10,050	10,553		11,925
Water Quality Analyst I	380	7/6/2025	7,338	7,705	8,091	8,495	8,920		9,826
Water Quality Analyst II	710	7/6/2025	8,835	9,277	9,741	10,228	10,739		11,736
Water Treatment Plant Superintendent	883	7/6/2025	12,049	12,652	13,284	13,949	14,646		15,196
Water Treatment Plant Supervisor	810	7/6/2025	10,367	10,885	11,429	12,001	12,601		13,839
SEASONAL/ HOURLY/ EXTRA HELP CLASSIFICATIONS	**CODE**	**EFFECTIVE**	**Mininum**				**Maximum**		
Administrative Support Associate	0500	12/21/2025	20.00				50.00		
Executive Consultant	910	12/21/2025	40.00				100.00		
Intern - High School	0550	12/21/2025	16.90				16.90		
Intern - College	0510	12/21/2025	16.90				19.00		
Maintenance Aide	0530	12/21/2025	18.76				25.53		
Police Trainee	6009	8/18/2025	38.00				38.00		
Professional Consultant	0540	12/21/2025	30.00				90.00		
Recreation Leader I	0550	12/21/2025	16.90				16.90		
Recreation Leader II	0560	12/21/2025	17.00				21.50		
Recreation Leader III	0570	12/21/2025	17.50				24.50		
Technical Consultant	0520	12/21/2025	25.00				80.00		
ELECTED OFFICIAL CLASSIFICATIONS	**CODE**	**EFFECTIVE**					**Monthly**		
City Clerk and City Treasurer	8349						470		
City Council	8177						500		
City Council -- member of a different governing board									
if serving on Tri Delta Transit	$100 per meeting			visit www.TriDeltaTransit.com					
if serving on Delta Diablo Sanitation District	$209 per meeting			visit ddsd.org					

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Adoption of a City Council Resolution Amending the 2025-2028 Senior Executive Team Salary and Benefits Schedule

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

An amendment to the Senior Executive Agreement was approved by City Council on July 21, 2025. The latest amendment included incentives paid to the Chief of Police. This item is a request to remove the Command College incentive and replace it with a Peace Officer Standards and Training (POST) Executive Certificate as this incentive is earned in the capacity of a Police Chief.

FISCAL IMPACT

There are no additional costs to this request for fiscal year 2025/2026.

RECOMMENDATION

City Council adopt the Resolution amending the 2025-2028 Senior Executive Team Salary and Benefits Schedule.

BACKGROUND

In accordance with Pittsburg Municipal Code, Title II, Chapter 2.08.090, the City Council shall determine and set salary and benefit levels for City employees. The Senior Executive group is at-will and serves at the pleasure and direction of the City Manager. This item contemplates an amendment to the Senior Executive Team's salary and benefits schedule commencing July 1, 2025 through June 30, 2028 (Contract

Period), which modifies the pay incentives of the Chief of Police to align with CalPERS recognized special compensation as well as appropriate training and development expectations for the role of Police Chief.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

City Council adopted the 2025-2028 Senior Executive Agreement on July 21, 2025. An amendment was previously approved to more clearly define the compensation, incentives, and benefit terms for the Chief of Police.

Staff recommends to further amend the incentive terms for the Chief of Police by removing the two and a half percent (2.5%) incentive for completion of Command College, previously aligned with the Police Management Group, and instead, adding two and a half percent (2.5%) for the achievement of a POST Executive Certification, which requires successful completion of the POST Executive Development Course, and possession of a minimum of two years of law enforcement experience as a permanent agency head with the current employing agency.

ATTACHMENTS: Resolution
Exhibit A – Senior Executive Team Salary and Benefits Schedule

Report Prepared By: Jennifer Brizel, Director of Human Resources

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the 2025-2028 Senior Executive Team Salary and Benefits Schedule) RESOLUTION NO. 25-

WHEREAS, in accordance with Pittsburg Municipal Code, Title II, Chapter 2.08.090, the City Council shall determine and set salary and benefit levels for City employees. The Management Group and Senior Executive Team are unrepresented employee groups; and

WHEREAS, positions within this group are at-will and serve at the pleasure and direction of the City Manager; and

WHEREAS, City Council adopted the 2025-2028 Senior Executive Agreement on July 21, 2025, which included an amendment to more clearly define the compensation, incentives and benefit terms for the Chief of Police; and

WHEREAS, it is necessary to amend the Senior Executive Team's salary and benefits schedule commencing July 1, 2025 through June 30, 2028 (Contract Period) in order to modify the pay incentives of the Chief of Police to align with CalPERS recognized special compensation as well as appropriate training and development expectations for the role of Police Chief; and

WHEREAS, staff recommends to further amend the incentive terms for the Chief of Police by removing the two and a half percent (2.5%) incentive for completion of Command College, previously aligned with the Police Management Group, and instead, adding two and a half percent (2.5%) for the achievement of a POST Executive Certification, which requires successful completion of the POST Executive Development Course, and possession of a minimum of two years of law enforcement experience as a permanent agency head with the current employing agency; and

WHEREAS, upon adoption of this Resolution, the City Manager will incorporate the agreed upon terms and conditions to the Unrepresented Management and Senior Executive Team Summaries of Benefits.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the amendments to the 2025-2028 Senior Executive Team Summary of Benefits and authorizes the City Manager to amend the summary documents outlined in the agreements attached hereto and marked as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of December 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dionne Adams, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

EXHIBIT A

City of Pittsburg
Senior Executive Team Salary & Benefits Schedule
Effective July 1, 2025

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1. POSITIONS COVERED

This Booklet includes a summary of benefits for all classifications designated as the City Senior Executive Team. All covered positions are at-will appointments, serving at the pleasure of the City Manager.

Positions included in this group are listed in Appendix A.

Whenever there exists a conflict between this document and an employment contract, if any, then said employment contract shall prevail.

2. SALARIES

Salary ranges for covered positions shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

In accordance with the City's Personnel Rules, no person may be paid less than the minimum, nor more than the maximum of the salary range for the class in which employed. Further, because the Senior Executive Team has a salary range, and not salary steps, no person's salary automatically changes when the salary range changes. Advancement within a salary range is based on performance and requires the approval of the City Manager.

2.1 Winter Closure

Beginning July 5, 2015, the City shall implement a winter closure in each fiscal year. The Winter Closure shall take place sometime during the period of December 1 and January 31 of each fiscal year.

Beginning with the 2022-23 Fiscal Year, the Winter Closure, will occur as follows, Non-essential City operations will be closed to the public between the Christmas and New Year's Day holidays. However, the City shall determine the actual winter closure schedule for each employee in the unit based on the service needs of their department. Employees will be encouraged to take time off, however, it will not be a requirement. Employees electing to take time off may choose to take vacation, compensatory time, floating holiday time or unpaid time during the closure period. The use of unpaid leave during winter closure time will not negatively impact the employee's qualification for paid holidays (e.g., December 25 or January 1); or qualification for City-paid health benefits. However, additional paid leaves do not accrue during unpaid leave time.

Closure of Facilities to the Public

The City Manager may also choose to close some or all City facilities to the public while maintaining operational staffing levels to allow staff to complete special projects or reduce work backlogs.

3. BENEFITS

3.1 Medical

The City will provide a medical insurance plan through Kaiser Permanente and will make every reasonable effort to maintain a second option through a Non-Kaiser HMO plan that allows members to choose their physician based on that physician's ability to accept coverage through said plan.

City's contribution toward medical insurance

Effective January 1, 2019, the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for medical insurance shall be set at one hundred percent (100%) of the Kaiser Permanente premium rate. Employees electing to enroll in a medical insurance plan with premium rates higher than the Kaiser Permanente premium rate shall be required to pay the difference in premium rates between the Kaiser Permanente premium rate and the higher plan premium rate selected by the employee.

City's contribution toward regular part-time employees

Employees working a minimum of one thousand (1,000) hours per fiscal year, but working less than full-time, and their eligible dependents, shall receive pro-rata medical benefits based on scheduled work hours. The remaining medical premium shall be deducted from the employee's paycheck. The City's contribution rate will be the above rate regardless of which of the City's group health plans (Kaiser or Non-Kaiser HMO Plan) employees and their dependents participate in.

3.2 Retiree Medical – hired before January 1, 2012

A. Effective January 1, 2012 and only for those regular non-safety employees hired before January 1, 2012 the City provides contribution/reimbursement toward retiree medical insurance as provided below:

1. Retired non-safety employee with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the active employee Kaiser premium per month for the retiree only; or

2. Retired non-safety employee with a minimum of twenty (20) but fewer than twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or seventy-five percent (75%) of the active employee Kaiser premium per month for the retiree only; or

3. Retired non-safety employee with a minimum of twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or one hundred percent (100%) of the active employee Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month for the retiree and retiree's spouse.

4. Within the confines of Retiree Medical Insurance, the term "full-time regular City service" shall also include hourly service for those full-time employees who transitioned from hourly status to regular status during the period of 1994 through 1998.

5. A retired non-safety employee's spouse (spouse at time of retirement only) who receives no City contribution for spousal health insurance is eligible to participate in the City's offered retiree health insurance

program; provided, however, that the retired employee and spouse agree to fully pay the monthly premium plus an additional two percent (2%) of the monthly premium as a City administrative fee.

6. The City's contribution toward retiree health insurance, and the retiree and/or retiree's spouse's participation in the City's offered retiree health insurance, shall end at the end of the month following the retired non-safety employee's sixty-fifth (65th) birthday. In the event the retiree passed away before his/her sixty-fifth (65th) birthday then the City's contribution toward the surviving spouse's monthly premium shall continue until the end of the month following what would have been the retired employee's sixty-fifth (65th) birthday.

B. Effective for Chief of Police hired as an employee of the City on or after September 15, 2007, and before July 1, 2011, the City provides contribution/reimbursement toward retiree medical insurance as follows:

1. Retired safety employees who retire with an industrial disability retirement with fewer than fifteen (15) years of full-time regular City service and his/her surviving spouse shall receive the lesser of his/her actual premium amount or twenty-five percent (25%) of the early retiree Kaiser premium per month (retiree or retiree and spouse, whichever is applicable); or

2. Retired safety employees with a minimum of ten (10) but fewer than fifteen (15) years of full-time regular City service and his/her surviving spouse shall receive the lesser of his/her actual premium amount or twenty-five percent (25%) of the early retiree Kaiser premium per month; or

3. Retired safety employees with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service and his/her surviving spouse shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the early retiree Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month; or

4. Retired employees with a minimum of twenty (20) years of full-time regular City service and his/her spouse shall one hundred percent (100%) coverage for the retiree and eligible spouse. Coverage premiums to be capped at the level of the higher of the two least expensive City early retiree medical plans.

7. Exclusions – The benefits described above shall apply to all current and future retirees except for the following exclusions:

a. Retirees who do not retire directly from City service; or

b. Retirees and their spouses who are included in the Pittsburg Municipal Employees Retirement System of 1948; or

c. Spouses of deceased retirees who remarry an individual not eligible for benefits under this provision; or

d. Retirees who fail to comply with any requirements as described in ‘verifications”; or

e. Spousal benefits described in this provision shall only apply to the spouse married to the retiree at the time of retirement. Spousal benefits cannot be acquired after retirement nor can they be transferred to a different spouse as in the case of death or divorce and remarriage; or

8. Verification – Retired employees who do not purchase medical insurance plan made available to retired employees/spouses by the City must submit annually proof of medical insurance. Retired employees and spouses of deceased employees must submit annually verification, on a form furnished by City, of continued eligibility.

B. Employees hired on or after January 1, 2012 will be provided a Retirement Health Savings (RHS) plan, to which the City and Employee shall both contribute seventy-five dollars ($75) per month. Participation in the plan is required by the employee.

3.3 Dental

The City contributes one hundred percent (100%) of the dental insurance premium for a full-time employee and his/her eligible dependents.

Employees working a minimum of one thousand (1,000) hours per fiscal year, but working less than full-time, and their eligible dependents, shall receive pro-rata medical benefits based on scheduled work hours. The remaining medical premium shall be deducted from the employee's paycheck.

3.4 Medical and/or Dental Alternative

An employee eligible for the City’s sponsored medical insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving medical insurance coverage from a source other than the City shall have a City monthly contribution of either two-hundred ($200) for single coverage, three-hundred ($300) for dual coverage or five-hundred dollars ($500) for family coverage.

An employee eligible for the City’s sponsored dental insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving dental insurance coverage from a source other than the City shall have a City monthly contribution of twenty-five dollars ($25.00).

A regular part-time employee represented by this bargaining unit and who elects either the medical alternative and/or dental alternative shall receive one-half (1/2) of the monthly contribution provided to a full-time employee.

3.5 Flexible Benefits Plan

The City offers an Internal Revenue Code Section 125 Plan that contains the components of premium conversion, health care reimbursement account, and dependent care reimbursement account. Employee participation is on an optional basis. The City shall provide and pay all costs of administering the plan.

Effective January 1, 2018, the City shall make an annual contribution (January 1 of each year) of $100.00 to a health care reimbursement flexible spending account for each medical plan subscriber. The City shall also make an annual "matching" contribution (January 1 of each year) of up to $100.00 to the flexible spending account for each medical plan subscriber for a maximum annual City contribution of $200.00. Any employee enrolling into a medical plan after January 1 shall have a prorated amount contributed into the account.

Effective July 1, 2025, the City shall provide an annual dental supplement benefit of $250 to be deposited into the employee's FSA until a viable alternative plan is available and provided to employees. The annual payment will be discontinued thereafter.

3.6 Life Insurance

The City provides, at its expense, a Life Insurance/Accidental Death & Dismemberment policy for each employee, including the Chief of Police at the coverage amount of 1&1/2 times their annual salary to a maximum benefit of two hundred fifty thousand dollars ($250,000).

3.7 Long-Term Disability

The City provides, at its expense, long-term disability benefits for covered positions. This plan provides a benefit of 60% of the monthly salary to a maximum salary of fifteen thousand dollars ($15,000) a month to a maximum benefit of nine thousand dollars ($9,000) a month, after a one hundred eighty (180) day waiting period.

3.8 Deferred Compensation

The City will make a "matching" contribution to the 457 deferred compensation plan for participating regular full-time employees up to a maximum of one-hundred fifty dollars and zero cents ($150.00) per month.

The City will make a "matching" contribution to the 457 deferred compensation plan for participating regular part-time employees up to a maximum of seventy-five dollars ($75.00) per month.

3.9 Retirement

All current and new non-safety employees will be covered by the Public Employees' Retirement System (PERS) plans in accordance with the California Public Employees' Pension Reform Act of 2013 (PEPRA).

A. For all represented employees hired by the City of Pittsburg before July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date before July 10, 2011 the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract. This system, known as the 2% at 55 formula, is described periodically in brochures distributed by PERS.

The City agrees to provide PERS retirement benefits and maintain the following enhancements to the basic PERS 2% at 55 formula:

1. One Year Final Compensation (Section 20042)
2. Annual Cost-of-Living Increase at 3% (Section 21335)
3. Military Service Credit as Public Service (Section 21024)
4. Credit for Unused Sick Leave (Section 20965)
5. EPMC as Additional Compensation (Section 20691)

B. For all represented non-safety employees hired by the City of Pittsburg on or following July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date of July 10, 2011 or later the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract under the 2% at 60 formula, based on the average monthly pay over a thirty-six month period ("3 year average") with a 2% annual cost-of-living increase and as is described periodically in brochures distributed by PERS. The City agrees to provide and maintain the following enhancements to the basic PERS 2% at 60 formula:

a) Military Service Credit as Public Service (Section 21024)
b) Credit for Unused Sick Leave (Section 20965)
c) EPMC as Additional Compensation (Section 20691)

Employees enrolled in the 2% at 55 formula or the 2% at 60 formula shall contribute the entire seven percent (7%) employee share.

C. For all represented non-safety employees hired on or after January 1, 2013, who are considered "new members" under California Government Code Section 7522.04(f) shall be in the 2% at 62 CalPERS retirement formula described in Government Code Section 7522.20(a). In addition, "new members" shall be subject to the equal sharing and contribution requirements in Section 7522.30(a) and (c) and shall pay at least 50% of the normal costs.

Effective for Fiscal Year 2017/18 and implemented on July 2, 2017 all non-safety employees within the unit except for the Chief of Police will contribute an additional 1% of salary towards pension costs for a total of 8%.

Effective July 1, 2018, all classic non-safety employees within the unit shall contribute an additional one-half of one percent (.5%) of salary towards CalPERS unfunded accrued liability pension costs for a total of 8.5%.

Effective July 14, 2019, all classic non-safety employees within the unit shall contribute an additional one-half of one percent (.5%) of salary towards CalPERS unfunded accrued liability pension costs for a total of 9%.

D. The Chief of Police will be covered by the Public Employees' Retirement System (PERS) plans in accordance with the California Public Employees' Pension Reform Act of 2013 (PEPRA).

E. The Chief of Police – (if hired as an employee of the City before October 30, 2011)
The Chief of Police is covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract. This system, known as the 3% at 50 formula, is described periodically in brochures distributed by PERS.

The City agrees to provide and maintain the following enhancements to the basic PERS 3% at 50 formula for the Chief of Police:

1. One Year Final Compensation (Section 20042)
2. Annual Cost-of-Living Increase at 3% (Section 21335)
3. Military Service Credit as Public Service (Section 21024)
4. Credit for Unused Sick Leave (Section 20965)
5. Fourth Level 1959 Survivor Benefits (Section 21574)
6. Effective June 17, 2007 through July 9, 2011: EPMC as Additional Compensation (Section 20691). Effective July 10, 2011 the City shall not report EPMC as additional compensation.

Effective July 1, 2018, the Chief of Police will contribute an additional 1% of salary towards pension costs for a total of 12% contribution of salary.

Effective July 14, 2019, the Chief of Police will contribute an additional 1% of salary towards pension cost for a total of 13% contribution of salary.

3.10 Social Security

All non-safety employees shall have coverage under Federal Social Security in accordance with the provisions of law. This program requires contributions by both the employee and the employer in accordance with schedules provided by the Federal Government.

3.11 Education Reimbursement

When, in the opinion of the City Manager, a training course to be taken by an employee will be of benefit to the City, the City Manager may authorize payment by the City of 100% of tuition charges, fees, the cost of textbooks and supplies or twenty-four hundred dollars ($2400), whichever is lower, each calendar year the employee is enrolled in approved training.

Additionally, the City will reimburse 50% of the direct cost of tuition, books, and supplies, or three hundred dollars ($300), whichever is lower, annually for approved direct costs between $2400 and $3000.

Reimbursement of costs associated with training/education will only be made if the employee receives a letter grade of "C", or better or in cases of courses offered as pass/fail, a grade of pass.

Costs for education reimbursement come from each individual departmental budget.

A regular part-time employee shall be eligible for a pro-rated amount of tuition reimbursement.

3.12 Employee Assistance Program

The City contracts and pays for an employee assistance program providing each employee and their household members with up to eight (8) visits per incident per year.

3.13 Professional Association Dues

The City pays for membership dues in applicable professional associations, subject to approval of the City Manager.

3.14 Chief of Police Incentives

Effective July 1, 2022, the Chief of Police shall receive cost of living adjustments to the annual rate of pay in the same manner as provided to Police Captains within the Pittsburg Police Managers' Group (PMG).

The City shall provide the Chief of Police with educational incentive pay of ten percent (10%) of base salary for possession of a Masters degree, Peace Officer Standards and Training (POST) Advanced Certificate Incentive of five percent (5%) of base salary, POST Management Incentive of two and one half percent (2.5%) of base salary and ~~Command College~~POST Executive Certificate pay of two and one half percent (2.5%) of base salary.

The annual uniform allowance for the Chief of Police is one thousand dollars ($1,000). The uniform allowance is prorated every pay period with a regular paycheck.

4. LEAVES

4.1 Administrative Leave

Exempt employees receive a maximum of ninety-six (96) hours Administrative Leave each calendar year. Said hours are credited to the employee's Administrative Leave time bank each January 1st such that the January 1st balance is exactly ninety-six (96) hours. This benefit is made available on a "use or lose" basis and as such may not be carried from one calendar year to the next. All requests for Administrative Leave are to be reviewed and approved by the City Manager.

4.2 Vacation Accrual & Usage

4.2.1 Accruals

The vacation accrual rate shall be:

Years of Continuous Public Sector Service	Accrual Rate
0-5 Years	Accrue 4.00 hours per pay period (13 days)
6-10 Years	Accrue 5.54 hours per pay period (18 days)
11 Years	Accrue 5.85 hours per pay period (19 days)
12 Years	Accrue 6.15 hours per pay period (20 days)
13 Years	Accrue 6.47 hours per pay period (21 days)
14 Years	Accrue 6.77 hours per pay period (22 days)
15-19 Years	Accrue 7.08 hours per pay period (23 days)
20 and more years	Accrue 8.62 hours per pay period (28 days)

4.2.2 Use of Vacation

Vacation shall be taken at such time as is mutually convenient for the department and the employee.

1. Maximum Accumulation: The maximum accrual allowed is two times annual accrual to a maximum of three hundred and eighty (380) hours**.** Accruals will be monitored by the Finance Department. Once the maximum accrual has been reached, an employee will not accrue additional vacation until his/her accrual balance is reduced, by either use or buyback.

2. Double Compensation Prohibited**:** Employees shall not work for the City during their vacation.

4.2.3 Vacation Buyback

Employees may receive vacation pay in lieu of paid time-off, subject to the following limitations. Buyback shall only be made at the request of the employee and upon the approval of the City Manager. Approvals will be granted if it is determined that "buyback" will result in increased cost-effectiveness and efficiency to the City as determined by the City Manager. Employees may elect to sell back a maximum of forty (40) hours of vacation per calendar year. Employees desiring to sell back vacation must file an irrevocable election identifying the number of vacation leave hours they will sell back in November (November 1-21) of the tax year preceding the sell back. The election will apply only to vacation leave hours accrued in the following tax year and the employee may receive payment during the City's designated payment period. Employees who do not pre-designate a sell back amount by the annual deadline will be deemed to have waived the right to sell back any vacation leave in the following tax year and will not be eligible to sell back vacation leave in that year. Vacation hours bought back shall be paid at the employee's normal hourly rate of pay at the time of the buyback, excluding any enhancements such as out of class or project pay.

Effective July 1, 2025, the total City-wide allocation for the buyback program will be $225,000 per fiscal year. The City shall establish an annual window period for the receipt of vacation buyback requests (November 1 – 21). At the conclusion of the window period, the City will tabulate the total dollar value of the buyback requests. If the total dollar value is less than or equal to $225,000 employee will receive, upon the City Manager's approval, payment as noted above. If the total dollar value of the requests exceeds $225,000, request hours will be pro-rated and employees paid accordingly. Should this occur, employee will be credited with vacation hours in excess of those hours determined eligible for the buyback program.

Individual employees may elect to have payouts of vacation leave deposited directly into the employee's account in the City's deferred compensation 457b Plan. If the employee does not so elect or if the funds cannot lawfully be deposited into the employee's deferred compensation account (e.g., if they would exceed the maximum contribution), the payout will be included in the employee's paycheck for the applicable pay period.

In the event the IRS issues an official circular letter or regulation rescinding the constructive receipt tax issue concerning vacation cash-out as identified in PLR 2001-30015, the annual pay out will revert to the process described in the May 17, 2021, Salary and Benefits Schedule.

4.2.5 Vacation Conversion to 401(a) Contribution

Employees within this bargaining unit will convert an equal dollar amount of vacation towards a contribution to a 401(a) plan. All members of this bargaining unit will be required to contribute an amount equal to eighty (80) hours of vacation for the lowest paid member of the unit. Employees with a higher hourly rate will convert however many hours that equate to the same dollar amount as 80 hours for the lowest paid member.

4.2.6 Holidays Falling During Vacations

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking vacation, such employee shall not be charged as using vacation for that day. The employee's compensation for that day shall be holiday and shall not be paid or charged as vacation.

4.2.7 Service Achievement Incentive Plan

The City acknowledges the value of retaining experienced employees. In recognition of previous years of full-time continuous service with the City, the City shall implement a Service Achievement Incentive Plan as follows:

1. At the completion of five (5) years of service, the employee shall receive forty (40) hours of vacation to be added to the employee's reserve vacation bank.

2. At the completion of ten (10) years of service, the employee shall receive fifty (50) hours of vacation to be added to the employee's reserve vacation bank.

3. At the completion of fifteen (15) years of service, the employee shall receive sixty (60) hours of vacation to be added to the employee's reserve vacation bank.

4. At the completion of twenty (20) years of service, the employee shall receive seventy (70) hours of vacation to be added to the employee's reserve vacation bank.

5. At the completion of twenty-five (25) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.

6. At the completion of thirty (30) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.

7. At the completion of thirty-five (35) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.

8. At the completion of forty (40) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.

9. Upon initial implementation of the Service Achievement Incentive Plan, effective July 1, 2018:

a. Employees with at least five (5) years, but less than ten (10) years of full-time continuous service with the City shall receive a preliminary reserve vacation bank of twenty (20) hours.

b. Employees with ten (10) years or more of full-time continuous service with the City shall receive a preliminary reserve vacation bank of forty (40) hours.

The Service Achievement Incentive Plan bank shall not have a vacation leave accrual limit.
Employees may utilize the reserve vacation bank accrued hours in accordance with section 4.2.2 - Use of Vacation.

4.3 Sick Leave Accrual & Usage

4.3.1 Definitions

"Sick leave" shall apply only to instances wherein an employee, because of sickness or injury, is unable to perform their regular duties.

4.3.2 Limitations

Sick leave with pay shall be granted to all employees in accordance with the City's Personnel Rules.

4.3.3 Accruals

Regular full-time employees shall accrue sick leave at the rate of eight (8) hours per month.

Regular part-time employees shall accrue sick leave in the amount proportionate to the ratio of scheduled hours of work per week to the standard work week, but in no case shall the number of sick leave hours accrued each month exceed eight (8).

4.3.4 Unused Sick Leave

Unused sick leave may be accumulated. There are no maximum accrual limits for sick leave. No payment shall be made for accumulated sick leave at the time of separation from employment. Upon retirement, unused sick leave is converted to service credit.

4.3.5 Sick Leave Incentive

Employees who use no sick leave in any fiscal quarter shall have four (4) hours credited towards vacation with a maximum accrual during any one (1) year to be sixteen (16) hours.

4.3.6 Notifications

Employees must notify their supervisor prior to the beginning of any working shift at which they will not report for work and for which they desire to use sick leave.

4.3.7 Compensation

Full pay and allowances will accrue to employees during periods of authorized sick leave.

4.3.8 Unearned Sick Leave

Employees may not "borrow" on unearned sick leave.

4.4 Personal Necessity Leave

Employees may use a maximum of thirty-two (32) hours of accrued sick leave per calendar year for reasons of personal necessity. For purposes of this section, personal necessity shall mean the employee requests leave from their work to attend to personal business that cannot be dispensed with off duty. Personal necessity leave is to be requested in advance and shall be reviewed and (dis)approved by the City Manager. Personal necessity leave is considered use of sick leave.

4.5 Holidays/Holiday Pay/Floating Holidays

All employees shall be entitled to the following paid holidays each year:

1. January 1st – New Year's Day
2. Third Monday in January – Martin Luther King
3. Third Monday in February – President's Day
4. March 31st – Cesar Chavez Day

5. Last Monday in May – Memorial Day
6. June 19th - Juneteenth
7. July 4th – Independence Day
8. First Monday in September – Labor Day
9. Second Monday in October – Columbus Day
10. November 11th – Veteran's Day
11. Fourth Thursday in November – Thanksgiving Day
12. Day Following Thanksgiving – Friday following Thanksgiving
13. December 25th – Christmas Day
14. Twenty-four (24) hours of floating holiday.

Effective July 1, 2025, Senior Executives will receive an additional Floating Holiday (for a total of 32 hours of Floating Holiday). The additional 8 hours of Floating Holiday will sunset June 30, 2028, reverting to a total of 24 hours of Floating Holiday.

Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling during the week will be observed on the actual day.

4.6 Catastrophic Leave

The Catastrophic Leave Program is designed to assist employees who have exhausted paid time credits due to an employee's or their immediate family member's serious or catastrophic illness or injury. This program allows other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness or injury.

4.6.1 Definitions

1. Catastrophic Illness or Injury – A medically certified illness, injury impairment, physical or mental condition of an employee or an employee's immediate family member that prevents an employee from returning to work for a period of thirty (30) calendar days or more.
   The term "immediate family member" shall mean spouse or domestic partner, child, stepchild, adopted or foster child, parent or parent-in-law.

2. Leave to be donated – Vacation or sick leave.

4.6.2 Eligibility

1. Donors
   a. Only regular employees are eligible to donate accrued vacation or sick leave.
   b. Donating employees may not reduce their balance of earned vacation or sick leave below forty (40) hours by reason of such donation.

2. Recipients
   a. Only regular employees may participate in the Catastrophic Leave program.

b. Certification from a physician that the illness/injury will preclude the employee from returning to work for at least thirty (30) calendar days must be submitted to the Human Resources Department with the application.
c. All accumulated time, sick leave, vacation time and administrative leave must have been exhausted.
d. A request for a leave of absence without pay for medical reasons has been submitted and approved.
e. Request for participation in the program shall be made on an Application for Catastrophic Leave Program form (available in Human Resources).

4.6.3 Procedures

1. Donations must be a minimum of one day at a time and submitted on the appropriate donation form.
2. Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.
3. Donations, once made, are irrevocable.
4. Any period of donated leave may be counted as Family and Medical Leave time.
5. Employees may not remain on catastrophic leave or receive leave donations for a continuous period exceeding six (6) calendar months.
6. Verification of catastrophic illness must be submitted by a licensed physician to Human Resources.
7. Employees are eligible for this benefit only once during their employment with the City.
8. Employees must have accumulated a minimum of one hundred and twenty (120) hours of sick leave or eighty (80) hours of vacation time before a donation can be made.

4.7 Bereavement Leave

Employees shall be entitled to Bereavement Leave in accordance with the City's Personnel Rules.

4.8 Compensation (Workers' Comp Salary Continuation) Leave

Employees are covered by Workers' Compensation benefits pursuant to the statutes of the State of California. For non-safety employees, over and above the Workers' Compensation statutory benefits, the City shall pay full salary on the first day of work loss due to an on-the-job injury/illness and will continue to provide said benefits through the employees' sixtieth (60^{th}) calendar day of work loss. After the sixtieth (60^{th}) calendar day, benefits shall be paid pursuant to the statutes of the State of California.

4.9 Leave without Pay

Employees may receive authorization for an unpaid leave of absence for up to six (6) months, with the approval of the City Manager.

5. STANDARD HOURS OF WORK & OVERTIME

The City has determined that all classifications within this unit are exempt and are therefore not eligible for overtime in accordance with Title 29, Part 541 of the Code of Federal Regulations, FLSA.

During a labor dispute, a natural or war-caused disaster, or other emergency situation, the City Council, by motion, or the City Manager may authorize overtime pay for members of this unit who are customarily not entitled thereto. The City's standard work week is forty (40) hours.

Appendix A

A. Effective the first pay period following July 1, 2025, Senior Executives will receive a cost-of-living adjustment (COLA) of 2.7%.

B. Effective the first pay period following July 1, 2026, Senior Executives will receive a COLA minimum of 2% and maximum of 3% based on the December 2025 Consumer Price Index for All Urban Consumers for San Francisco-Oakland-Hayward (CPI-U). The maximum COLA may rise to 4% based on the December 2025 Consumer Price Index for All Urban Consumers for San Francisco-Oakland-Hayward and a general fund on-going revenue target of $65.5M according to the FY 2026/2027 adopted budget.

C. Effective the first pay period following July 1, 2027, Senior Executives will receive a COLA minimum of 2% and maximum of 3% based on the December 2025 Consumer Price Index for All Urban Consumers for San Francisco-Oakland-Hayward (CPI-U). The maximum COLA may rise to 4% based on the December 2025 Consumer Price Index for All Urban Consumers for San Francisco-Oakland-Hayward and a general fund on-going revenue target $68M according to the FY 2027/2028 adopted budget.

D. “On-Going Revenue” is defined as revenue generated by existing and ongoing programs such as sales tax; transit occupancy tax; property tax; franchise fees; fines and forfeitures; intergovernmental revenue; permits, licenses, and fees; service fees; and other transfer “types” into the General Fund having taken place consistently for the previous three (3) years. On-going revenue excludes any one-time funds; that have restrictions in which they may be used and those funds specifically designated for capital projects as well as fees or sales taxes paid in relation to development projects subject to a development agreement, as these projects may require one-time fees in excess of the City’s anticipated ongoing revenue projections.

E. Fiscal Year 2025/26 monthly full-time salary ranges are:

Effective July 6, 2025		
Classification	**Minimum**	**Maximum**
Assistant City Manager	17,454	22,277
Chief of Police	18,382	23,461
Director of City Clerk Services	11,588	14,790
Director of Community and Economic Development	14,992	19,134
Director of Community Services	14,783	18,867
Director of Finance	14,783	18,867
Director of Human Resources	14,783	18,867
Director of Public Works/City Engineer	15,574	19,668
Director of Recreation	14,783	18,867

F. Whenever an individual is employed in a listed classification with a monthly salary listed, at less than full-time, then said employee shall receive a pro-rata equivalent of the stated monthly salary.

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the Mayor to Execute the Fifth Amendment to the Employment Agreement with the City Attorney

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

After conducting an evaluation by the City Council of the City Attorney's performance, the City Council and City Attorney have negotiated and agreed upon a Fifth Amendment to the Employment Agreement with the City Attorney and proposes to execute said Fifth Amendment to the Employment Agreement.

FISCAL IMPACT

The employment agreement amendment will result in an approximate increased payroll cost of $33,000 for Fiscal Year 2025/2026.

RECOMMENDATION

It is recommended that the City Council adopt a Resolution to authorize the Fifth Amendment to the Employment Agreement for the City Attorney.

BACKGROUND

On July 16, 2018, the City Council approved the appointment of Donna Mooney as City Attorney and authorized the Mayor to negotiate and sign an employment agreement with Ms. Mooney on behalf of the City. The employment agreement required an annual

merit-based performance evaluation process after the first year of employment with the City.

On September 8, 2019, the City Council adopted Resolution #19-13685 authorizing amendments to Ms. Mooney's employment agreement to increase salary and extend the agreement term.

On September 20, 2021, the City Council adopted Resolution #21-13992 authorizing amendments to Ms. Mooney's employment agreement to increase salary, add deferred compensation, and extend the agreement term to September 4, 2024.

The Third Amendment to the Employment Agreement extended the term to September 4, 2025 and added an automatic renewal, increased the compensation by five percent (5%) effective July 10, 2022, and established an annual cost of living adjustment.

The Fourth Amendment to the Employment Agreement was authorized on August 21, 2023, which included an amendment to the employment agreement to revise Section 5, Compensation of the Agreement to include, effective September 3, 2023, a four percent (4%) cost of living adjustment (COLA) added to base salary; and effective the first pay period in September 2024, a four percent (4%) COLA, added to base salary.

On November 17, 2025, City Council directed staff to bring the Fifth Amendment to an open session following the City Attorney's performance evaluation. The proposed Fifth Amendment includes changes to Sections 3, Termination and Severance as well as Section 5, Compensation and Deferred Compensation.

SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

STAFF ANALYSIS

Ms. Mooney received a performance review in closed session with the City Council on November 17, 2025. It is the compensation philosophy of the City Council to provide competitive salary and benefits to retain the City's valued employees. A market-rate compensation survey of local City Attorney positions in Contra Costa County concluded that Pittsburg's current City Attorney salary rate was over ten percent (10.67%) below the average monthly salary of City Attorneys of the comparative cities. Staff proposes to add 0.7% to the two percent (2%) COLA received in September 2025 to align with the Senior Executive Team COLA as well as a five percent (5%) equity adjustment to bring the City Attorney within five percent (5%) of the total compensation median.

The City Council provided authorization to proceed with the following amendments to the City Attorney's Agreement:

Section 3, Termination and Severance Pay, of the Agreement to include parity with the City Manager's Agreement, Section 5(A).

Section 5, Compensation, of the Agreement to include, effective the first full pay period in September 2025, a 0.7% cost of living adjustment (COLA) will be added to base salary; and effective the first full pay period in September 2025, a five percent (5%) equity adjustment, will be added to base salary. Additionally, in parity with the City Manager Agreement, the City Attorney shall receive cost of living adjustments equal to and at the time provided to the Senior Executive Team.

Section 5.1, Deferred Compensation, of the Agreement to include, effective upon adoption of the agreement, an additional ten thousand dollars annually toward the City Attorney's 457(b) plan.

The Mayor and Ms. Mooney agreed upon the amended terms of Ms. Mooney's employment and the requisite employment agreement amendment was prepared.

ATTACHMENTS: Resolution
Fifth Amendment to Employment Agreement

Report Prepared By: Jennifer Brizel, Director of Human Resources

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Mayor to Execute the)
Fifth Amendment to the Employment) RESOLUTION NO. 25-
Agreement with the City Attorney)

WHEREAS, the City Council hired Donna Mooney to serve as City Attorney of the City of Pittsburg and entered into an employment agreement ("Agreement") on July 16, 2018; and

WHEREAS, the parties have negotiated certain amendments to the Agreement, as follows: 1) Effective August 31, 2025, a 0.7% cost of living adjustment (COLA) and a five percent (5%) equity adjustment will be added to base salary increasing the base monthly salary to $24,782; 2) Effective the first pay period following authorization of the fifth amendment to the employment agreement, an additional contribution of $10K annually will be added to the City Attorney's deferred compensation program; and 3) Parity with the City Manager on the provisions for termination severance, and for senior executive COLA Sections 5(A) and 6(C) within the recently negotiated City Manager's contract; and

WHEREAS, Donna Mooney has indicated her concurrence with the amended terms of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Mayor to execute the Fifth Amendment to the Agreement and directs staff to implement the provisions as set forth in the recitals above.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of December 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dionne Adams, Mayor

ATTEST BY:

_____
Alice E. Evenson, City Clerk

FIFTH AMENDMENT TO
EMPLOYMENT AGREEMENT

This Fifth Amendment to the Principal Agreement made and entered into on July 6, 2018, hereafter referred to as Agreement, between Donna Mooney, an individual, therein referred to as Employee, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 17th day of December 2025.

WHEREAS, the parties entered into an Agreement on July 6, 2018, for City Attorney services for a term of three years commencing September 4, 2018, and ending on September 4, 2021; and

WHEREAS, the parties entered into a First Amendment titled “Employment Agreement Amendment #1” on September 8, 2019, to increase the term by one year and increase compensation; and

WHEREAS, the parties entered into a Second Amendment on September 21, 2022, to extend the term and increase the compensation; and

WHEREAS, the parties entered into a Third Amendment on July 1, 2022, to provide for an automatic extension of the term, increase the compensation, and establish an annual cost-of-living adjustment; and

WHEREAS, the parties entered into a Fourth Amendment on September 3, 2023, to increase the compensation by making cost-of-living adjustments for 2023 and 2024; and

WHEREAS, the parties seek to amend the Agreement to provide an equity adjustment as well as other amendments.

NOW, THEREFORE, Employee and City do mutually agree as follows:

1. Compensation. Section 5 including Section 5.1 of the Agreement is hereby amended to read as follows:

A. CITY agrees to pay EMPLOYEE for services rendered hereunder at a monthly rate of $24,782 per month, which sum shall be considered base salary and shall be payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholdings.

B. EMPLOYEE shall receive cost of living adjustments equal to and at the time provided to the Senior Executive Team.

C. As part of EMPLOYEE’s annual compensation, CITY agrees to provide a Section 457 deferred compensation program and pay into such program for the EMPLOYEE’s benefit, Ten Thousand Dollars ($10,000). This contribution amount will be

divided equally in monthly or bi-weekly installments at the same time and in the same manner as other employees of the City are paid. This contribution shall increase proportionally with any increase in the EMPLOYEE's compensation as described in Section 5(A).

D. CITY shall reduce EMPLOYEE's annual vacation accrual up to eighty (80) hours and contribute the cash value of this reduction, based on EMPLOYEE's base salary, as an employer contribution to EMPLOYEE's Internal Revenue Code 401(a) deferred compensation plan. Such reduction in vacation accrual and deferred compensation contribution shall be payable in installments at the same time as other employees of the City are paid.

2. Termination and Severance Pay. Section 3(b) of the Agreement is hereby amended to read as follows:

(b) If CITY terminates this Agreement (thereby terminating EMPLOYEE's employment) without Cause, as determined by the affirmative votes of a majority of the members of the City Council at a Regular Meeting of the City Council, or if the City Council and the EMPLOYEE mutually agree to the EMPLOYEE's resignation, and in either case, if the EMPLOYEE signs, delivers to the City Council, and does not revoke, the General Release Agreement in the form attached hereto as Exhibit A, CITY shall pay EMPLOYEE a lump sum benefit equal to twelve (12) months of her then base salary, and shall provide twelve (12) months of health (medical, dental, and vision) benefits continuing under the benefits plans in which EMPLOYEE and his/her dependents are then enrolled or, at the EMPLOYEE's discretion, a cash payment in lieu of such benefits (the case payment and continuing benefits, collectively "Severance"). Additionally, EMPLOYEE will be paid for all benefits earned and accrued, including unused leave, in the same manner as the Senior Executive Team upon separation.

3. Exhibit A. Exhibit A, labeled as Attachment 1 to this Fifth Amendment, is hereby added to the Agreement.

4. Integration. This Fifth Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Fourth Amendment. This Fifth Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Fifth Amendment and the Agreement, the provisions of this Fifth Amendment shall control in all respects.

6. Ambiguities. The parties have each carefully reviewed this Fifth Amendment and have agreed to each term of this Fifth Amendment. No ambiguity shall be presumed to be construed against either party.

IN WITNESS WHEREOF, the parties have entered into this Fifth Amendment on the day and year first hereinabove appearing.

EMPLOYEE	**CITY OF PITTSBURG**
By: _____	By: _____
Donna Mooney	Dionne Adams, Mayor

Attachment 1 to Fifth Amendment

EXHIBIT A

GENERAL RELEASE AGREEMENT

This General Release Agreement (“Release Agreement”) is entered into by and between _____ ("City Attorney") and CITY OF PITTSBURG (“City"), in light of the following facts:

A. City Attorney’s employment with City concluded on _____.

B. Certain disputes have arisen between City and City Attorney.

C. City and City Attorney each deny any liability whatsoever to the other.

D. City and Attorney wish to fully and finally resolve any and all disputes they may have with each other.

E. City Attorney is hereby informed that he/she has twenty-one (21) days from receipt of this Agreement to consider it. City hereby advises City Attorney to consult with his/her legal counsel before signing this Agreement.

F. City Attorney acknowledges that for a period of seven (7) days following the signing of this Agreement ("Revocation Period"), he/she may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.

G. City Attorney acknowledges that the Salary Payment referenced in paragraph 1 of this Agreement represents all compensation, including salary, accrued benefit balances and reimbursed expenses, due and payable to him/her through the date of employment termination. City Attorney also acknowledges that City has made this Salary Payment without regard to whether he/she signs this Agreement. The Salary Payment does not constitute consideration for this Agreement.

1. Receipt of Salary Payment. City Attorney hereby acknowledges receipt of a check or checks for all compensation owing to him/her, including salary, accrued benefit balances and reimbursed expenses ("Salary Payment") from City.

2. Severance. Within five (5) days following City Attorney’s signing, delivering to the City, and not revoking this Agreement, City shall pay City Attorney the gross amount provided for in Section 3(b) the attached Employment Agreement, less applicable deductions, and shall provide the months of medical benefits as provided in that same Section 3(b). City Attorney acknowledges that the Severance is in excess of all amounts due and owing her as a result of his employment by City.

3. General Release. In consideration of the Severance to be paid and provided to City Attorney, and other good and valuable consideration, City Attorney hereby releases and discharges City and its past and present City Council Members, employees, representatives and agents, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of his/her employment by City which he/she now has, or ever had, including but not limited to any rights, claims, causes of action or damages arising under Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act of 1993, the Domestic Partners Act of 2003, the California Labor Code, the Private Attorneys General Act of 2004, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, any other federal, state, or local employment practice legislation, or any federal or state common law, including wrongful discharge, breach of express or implied contract, or breach of public policy.

City Attorney hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. City Attorney understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states 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 or her must have materially affected his or her settlement with the debtor."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of City and its past and present City Council Members, employees, representatives and agents, City Attorney expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he/she does not know or suspect to exist in his/her favor.

City Attorney further acknowledges that he/she has read this General Release and that he/she understands that this is a general release, and that he/she intends to be legally bound by the same.

[continued on next page]

4. Fees and Costs. City Attorney and City agree that in the event of litigation relating to this Release Agreement, the prevailing party shall be entitled to recover his/her/its reasonable attorneys' fees and costs.

Dated _____, 20__ CITY OF PITTSBURG

By:_____

Dated: _____, 20__ _____
CITY ATTORNEY

APPROVED AS TO FORM:

By: _____

Date:_____

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

TO: Mayor/Chair and Council/Governing Board Members

FROM: Darin Gale - City Manager/Executive Director

SUBJECT: Adoption of City Council and Pittsburg Arts and Community Foundation Resolutions Authorizing the City Manager/Executive Director to Amend/Establish the Fiscal Year 2025/26 Budget

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

Staff has been reviewing the fiscal year (FY) 2025/26 budget and has determined that certain corrections are needed to appropriately reflect revenues received and pay for operations of various City programs. Finance worked with department staff who identified several additional operational needs necessitating budget amendments. Also, the Pittsburg Arts and Community Foundation seeks to establish its FY 2025/26 budget.

FISCAL IMPACT

The proposed amendments to the City of Pittsburg Operating Budget for FY 2025/26 include an increase of $1.2 million in revenue estimates for various City funds ($0.4 million Supplemental Law Enforcement program, $0.5 million in developer reimbursements and $0.3 million for the Assessment District-Century Plaza Auto Mall 2001-01 fund). The $0.4 million and $0.5 million were booked as deferred income and deposit liability, respectively, as opposed to being recognized as revenues received. The $0.3 million was a keying error.

The amendment also includes an increase of about $5.6 million in expenditure appropriations over the adopted budget. All increases are attributed to funds outside of the General Fund for which resources are restricted for a specified purpose. While the

departmental budgets reflect the correct appropriations of various fringe benefits, the account into which these allocations are deposited and paid were not established and accounts for approximately $2.5 million. All but three debt service accounts were established. These three accounts to be established are related to the Century Plaza Auto Mall 2001-3, Vista del Mar 2005-2, and Reassesment District 2022-1 community facilities districts, which account for approximately $1.7 million. The remaining amounts of approximately $1.4 million are comprised of small accounts such as the CalHome funds for the Housing Rehabilitation Loan Program; California Theatre, General Plan Update.

Finally, PACF Operating Budget for FY 2025/26 is to be established with an anticipated revenue of $0.13 million and expenditure appropriation of $0.46 million. The difference will be funded by PACF's existing fund balance.

RECOMMENDATION

Adopt the City Council and Pittsburg Arts and Community Foundation Resolutions amending and establishing FY 2025/26 budgets.

BACKGROUND

The City Council approved the resolutions establishing the FY 2025/26 budget to reflect anticipated revenues and expenditures for the current fiscal year. After the FY 2025/26 budget was uploaded into the City’s new financial system, Finance staff, with assistance from various department staff, determined that certain funds had missing or incomplete budgets. Additionally, staff identified a few programs that required additional funding to implement ongoing programs.

Also, because PACF and the Railroad Book Depot's futures were under review, PACF's budget was not established during the June 2025 budget process.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

All budget corrections recommended for approval are outside of the General Fund. Many of the funds’ revenues were included in the FY 2025/26 adopted budget. However, the corresponding expenditures were inadvertently omitted. The detailed list of funds, including purpose of the revenues and expenditures identified by staff as missing or incomplete, are provided in Attachments A1 and B1.

There are three funds (California Theatre, CalHome Program, and PACF) identified by staff that require additional appropriations to carry out programs. California Theatre must be established to cover the costs of the management contract and utilities.

CalHome funds, as mentioned in the Fiscal Impact, are used for issuing housing rehabilitation loans. PACF is anticipated to receive approximately $0.13 million in revenues and expend approximately $0.46 million in expenditures. The expenditures include a financial commitment of up to $0.2 million between PACF and Revision Publishing LLC. PACF has a fund balance of approximately $0.25 million which will satisfy PACF's financial obligation.

ATTACHMENTS: City Resolution
Pittsburg Arts and Community Foundation Resolution
City FY 2025/26 Proposed Budget Amendments
PACF FY 2025/26 Proposed Budget Amendments

Report Prepared By: Elena Adair, Director of Finance

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the City's Operating Budget)
Amendments For Fiscal Year 2025-26) RESOLUTION NO.25-

WHEREAS, on June 16, 2025, the City Council adopted Resolution No. 25-14634, approving the City of Pittsburg annual Budget for Fiscal Year 2025/26; and

WHEREAS, staff recommends that City Council adjust the fiscal year 2025/26 budget for additional expenditure appropriations and corrections to the adopted budget; and

WHEREAS, staff is proposing that the non-General Fund revenue budgets be increased by $1,213,028 and expenditures appropriations be increased by $5,631,541, as set forth in Attachment A1 of the Staff Report accompanying this Resolution for FY 2025/26; and

WHEREAS, Finance Department staff is working with City departments to ensure all operations are adequately funded; and

WHEREAS, the City Council has considered the report and recommendations of the City Manager on the budget amendments and has determined that the budget amendments are both fair and appropriate; and

WHEREAS, this budget adjustment ensures that the City of Pittsburg has exercised prudent judgment in its fiduciary responsibility as guardian of the public tax dollars in a publicly transparent manner.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby amends the City's fiscal year 2025/26 Budget, which increases revenues in the non-General Funds by $1,213,028, and increases expenditure appropriations in the non-General Funds by $5,631,541 as set for the in Attachment A1 to the Staff Report accompanying this Resolution.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of December 2025 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Dionne Adams, Mayor

ATTEST BY:

_____
Alice E. Evenson, City Clerk

BEFORE THE GOVERNING BOARD OF THE PITTSBURG ARTS AND COMMUNITY FOUNDATION OF THE CITY OF PITTSBURG

In the Matter of:

Establishing the Operating Budget for Fiscal Year 2025/26 of the Pittsburg Arts and Community Foundation Inc.) RESOLUTION NO.25-

WHEREAS, the Pittsburg Arts and Community Foundation Inc. annual Budget for Fiscal Year (FY) 2025/26 was not established in June 2025; and

WHEREAS, staff is proposing to establish revenues at $130,000 and expenditures appropriations to be $461,000, as set forth in Attachment B1 of the Staff Report accompanying this Resolution. The expenditures include a financial commitment of up to $200,000 between PACF and Revision Publishing LLC. PACF has a fund balance of approximately $255,000 which will satisfy PACF's financial obligation; and

WHEREAS, Finance department staff is working with City departments to ensure all operations are adequately funded; and

WHEREAS, the Board has considered the report and recommendations of the City Manager on the budget amendments and has determined that the budget amendments are both fair and appropriate.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Pittsburg Arts and Community Foundation of the City of Pittsburg hereby establishes and approves PACF's FY 2025/26 Operating Budget with revenues of $130,000 and expenditure appropriations of $461,000 as set for the in Attachment B1 to the Staff Report accompanying this Resolution.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Arts and Community Foundation at a regular meeting on the 15th day of December 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dionne Adams, Chair

ATTEST BY:

_____
Alice E. Evenson, Board Secretary

City of Pittsburg
FY 2025/26 Budget
Proposed Budget Corrections

		Revenue/ Transfers In	Expenditures/ Transfers Out	Fund Balance/ Reserves
OTHER FUNDS				
California Theatre (120)				
Operating Expenses	Theatre management contract and utility costs		190,603	(190,603)
Total California Theatre Fund		-	190,603	(190,603)
General Plan Update (130)				
Other Contractual & Professional	Contract services		215,000	(215,000)
Total General Plan Update Fund		-	215,000	(215,000)
Asset Forfeiture (211)				
Operating Expenses	Use of forfeited assets for public safety related activities		40,000	(40,000)
Total Asset Forfeiture Fund		-	40,000	(40,000)
Public Education & Gov't (PEG) (215)				
Misc Equipment & Furniture <$5K	Equipment for Council Chambers		20,000	(20,000)
Other Contractual & Prof Svc	Council Chambers costs		133,000	(133,000)
Total Public Education & Gov't (PEG)		-	153,000	(153,000)
CalHome Program (245)				
Operating Expenses	CalHome Program new loans and operating costs		153,000	(153,000)
Total CalHome Fund		-	153,000	(153,000)
Supplemental Law Enforcement Program (293)				
Operating Expenses	Program operating costs	350,000	350,000	-
Total Supplemental Law Enforcement Program Fund		350,000	350,000	-
American Rescue Plan Act (298)				
Operating Expenses	Full Trash Capture Project	-	39,969	(39,969)
Total American Rescue Plan Act Fund		-	39,969	(39,969)
Developer Deposits (308)				
Operating Expenses	Developer reimbursements; City staff and consulting costs	528,550	262,985	265,565
Total Developer Deposits Fund		528,550	262,985	265,565
Employee Fringe (631)				
Workers Compensation	Workers Compensation insurance premium		2,297,000	(2,297,000)
Unemployment Insurance	Quarterly Unemployment insurance		188,500	(188,500)
Total Employee Fringe Fund		-	2,485,500	(2,485,500)
Pension Trust/Reserve Fund (632)				
Administrative Fees	Administrative Fees		28,000	(28,000)
Total Pension Trust/Reserve Fund		-	28,000	(28,000)

City of Pittsburg
FY 2025/26 Budget
Proposed Budget Corrections

		Revenue/ Transfers In	Expenditures/ Transfers Out	Fund Balance/ Reserves
Assessment District -Century Plaza Auto Mall 2001-03 (701)				
Special Assessments	Property Tax Revenue	334,478	-	334,478
Debt Service	Bond Interest Expense		108,856	(108,856)
Debt Service	Bond Principal Payment		200,000	(200,000)
Administrative Fees	Administrative Fees		13,500	(13,500)
Total Assessment District -Century Plaza Auto Mall 2001-03		334,478	322,356	12,122
Vista Del Mar Community Facilities District 2005-2 (703)				
Debt Service	Bond Interest Expense		238,969	(238,969)
Debt Service	Bond Principal Payment		465,000	(465,000)
Administrative Fees	Administrative Fees		600	(600)
Total Vista Del Mar Community Facilities District 2005-2		-	704,569	(704,569)
Reassessment District 2022-1 (705)				
Debt Service	Bond Interest Expense		175,969	(175,969)
Debt Service	Bond Principal Payment		510,000	(510,000)
Administrative Fees	Administrative Fees		590	(590)
Total Reassessment District 2022-1		-	686,559	(686,559)
Total, Other Funds		**$ 1,213,028**	**$ 5,631,541**	**$ (4,418,513)**

Pittsburg Arts and Community Foundation
FY 2025/26 Budget
Proposed Budget Corrections

		Revenue/ Transfers In	Expenditures/ Transfers Out	Fund Balance/ Reserves
Pittsburg Arts and Community Foundation (258)				
Operating Expenses	Rental book store sales; operational costs	$ 130,000	$ 461,000	$ (331,000)
Total, Pittsburg Arts and Community Foundation Fund		**$ 130,000**	**$ 461,000**	**$ (331,000)**

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

TO: Chair and Governing Board Members

FROM: Darin Gale - Executive Director

SUBJECT: Adoption of a Pittsburg Arts and Community Foundation Resolution to Authorize the Executive Director to Execute an Agreement with Revision Publishing LLC Regarding the Railroad Book Depot and Terminate the Lease at 485 Railroad Avenue

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

The Pittsburg Arts & Community Foundation (PACF) seeks authorization to enter into an Agreement to sell certain assets of the Railroad Book Depot to Revision Publishing LLC for purposes of continuing to provide books to the community. In conjunction with the sale, and the buyer's commencement of operations at the same location, PACF shall terminate its lease of 485 Railroad Avenue.

FISCAL IMPACT

If approved, the resolution will authorize the Executive Director to provide financial incentives for milestones achieved by Revision Publishing LLC in the amount of $150,000 up to $200,000 to be funded from PACF Reserve Funds.

RECOMMENDATION

The Governing Board of PACF adopt the attached resolution authorizing the Executive Director to execute the Agreement with Revision Publishing LLC for the sale of the Railroad Book Depot and to terminate the lease at 485 Railroad Avenue.

BACKGROUND

The Railroad Book Depot is owned and operated by PACF, in support of its mission to promote literacy and visual and performing arts.

In November 2010, Railroad Book Depot first opened its doors at 650 Railroad Avenue in downtown Pittsburg, offering a wide variety of free new and used books, sports apparel, gift products, items of local interest, and more. Railroad Book Depot hosts events, field trips, and book clubs, such as poetry readings, book signings, movie nights, and events for kids and adults.

In 2023, the building that housed the Railroad Book Depot was sold, resulting in the Railroad Book Depot's relocation a block away to its current location. The Railroad Book Depot currently operates within 3,500 square feet of leased retail space located at 485 Railroad Avenue in Pittsburg. The lease permits termination on notice to the landlord within a specified time.

In March 2024, a Request for Proposal (RFP), which sought out a qualified third-party company, non-profit or individual for the operation of the Railroad Book Depot was made available to interested parties. Staff held an optional proposers conference to provide insight and responses to initial questions. Of the ten interested participants, staff received three proposals upon the close of the RFP deadline.

SUBCOMMITTEE FINDINGS

This item was discussed during the August 11, 2025 Pittsburg Arts and Community Foundation subcommittee meeting.

STAFF ANALYSIS

During the month of April 2024, a panel of staff reviewed and evaluated the three written proposals. Respondents were evaluated according to the areas specified in the RFP: attendance at proposers conference, cover letter, workplan, background and experience, list of collaborative partners, detailed budget, sustainability plan, and bookstore/retail operator experience.

The preferred proposal was received from Revision Publishing LLC, a limited liability company with a range of services including consulting, publishing, workshops, and writing. Revision Publishing LLC has conducted market research and a community needs analysis for an independent bookstore. The financial sustainability plan for the bookstore will focus on increasing revenue streams, managing costs effectively, and building on the pre-existing loyal customer base. While Revision Publishing LLC will continue the operation of the bookstore, it will provide ancillary services such as book signing, workshops, publishing, book fairs, and literacy programs/events.

PACF has determined that selling the inventory of books for one dollar and providing financial incentives for Revision Publishing LLC's achievement of milestones fulfills PACF's mission to improve the quality of life in Pittsburg through its support of literacy.

Upon the execution of this agreement, PACF will terminate the lease as tenant of 485 Railroad Avenue.

ATTACHMENTS: Resolution
Agreement By and Between Pittsburg Arts & Community Foundation, Inc. and Revision Publishing, LLC (Railroad Book Depot)

Report Prepared By: Kolette Simonton, Director of Recreation

BEFORE THE GOVERNING BOARD OF THE PITTSBURG ARTS AND COMMUNITY FOUNDATION OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Executive Director to Execute an Agreement with Revision Publishing LLC Regarding the Railroad Book Depot and Authorizing Termination of Lease at 485 Railroad Ave	))))	RESOLUTION NO. 25-

WHEREAS, the Pittsburg Arts and Community Foundation (PACF) is a non-profit corporation with the mission of improving the quality of life in Pittsburg through its support of literacy, art and performing arts, and promoting community pride. PACF operates the Railroad Book Depot, a store offering used and new books for purchase by the community to facilitate education of youth and adults; and

WHEREAS, PACF is a tenant of 485 Railroad Avenue in Pittsburg, California, Railroad Book Depot's current location; and

WHEREAS, PACF owns and proposes to sell certain assets connected with Railroad Book Depot to Revision Publishing LLC for the purposes of continuing to provide books for purchase by the community, subject to any exclusions set out in the Agreement, and Revision Publishing LLC proposes to buy these certain assets; and

WHEREAS, PACF has determined that selling the inventory of books for one dollar and providing financial incentives for Revision Publishing LLC’s achievement of milestones fulfills PACF’s mission to improve the quality of life in Pittsburg through its support of literacy; and

WHEREAS, PACF seeks to terminate the lease as tenant of 485 Railroad Avenue, and Revision Publishing LLC seeks to enter into a lease as tenant of 485 Railroad Avenue effective on termination of PACF’s lease.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Pittsburg Arts and Community Foundation hereby authorizes the Executive Director to execute the Agreement between Pittsburg Arts and Community Foundation Inc. and Revision Publishing LLC regarding the Railroad Book Depot and to terminate the lease at 485 Railroad Avenue effective December 31, 2025, or any such proximate date to implement the intent of the Agreement.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Arts and Community Foundation at a regular meeting on the 15th day of December 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dionne Adams, Chair

ATTEST BY:

_____
Alice E. Evenson, Board Secretary

AGREEMENT BY AND BETWEEN
PITTSBURG ARTS & COMMUNITY FOUNDATION, INC.
AND REVISION PUBLISHING, LLC
(RAILROAD BOOK DEPOT)

THIS AGREEMENT (the "Agreement") made and entered into this 15th day of December, 2025 (the "Execution Date"), by and between Pittsburg Arts and Community Foundation, Inc. (“PACF” or "Seller"), a California 501c3 nonprofit organization, and Revision Publishing LLC (“Purchaser”), a California limited liability company, collectively referred to as the “Parties”.

RECITALS

WHEREAS, the Seller is a non-profit corporation with the mission to improve the quality of life in Pittsburg through support of literacy, art and performing arts, and promoting community pride, and which operates the Railroad Book Depot, a store offering used and new books for purchase by the community members to facilitate education of youth and adults, as a tenant at 485 Railroad Avenue in Pittsburg, California; and

WHEREAS, the Seller owns and desires to sell certain assets of its business to the Purchaser for purposes of continuing to provide books for purchase by the community members, subject to any exclusions set out in this Agreement, and the Purchaser desires to buy the Assets; and

WHEREAS, PACF has determined that selling the inventory of books for one dollar and providing financial incentives for Buyer’s achievement of milestones fulfills PACF’s mission to improve the quality of life in Pittsburg through support of literacy; and

WHEREAS, PACF seeks to terminate the lease as tenant of 485 Railroad Avenue, and Purchaser seeks to enter into a lease as tenant of 485 Railroad Avenue effective on termination of PACF’s lease.

IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

1. **Definitions**
   The following definitions apply in the Agreement:
   a. "Assets” are all assets of the Seller. There are no excluded assets. The Assets consist of the items set forth in Exhibit B, and no other items.
   b. "Closing" means the completion of the purchase and sale of the Assets as set forth in this Agreement by the payment of agreed consideration, and

the transfer of title to the Assets.

2. **Sale**
Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, and conditions set out in this Agreement, the Seller agrees to sell the Assets to the Purchaser, and the Purchaser agrees to purchase the Assets from the Seller.

3. **Purchase Price**
The Parties agree that the purchase price for the Assets is One Dollar ($1).

4. **Conveyance**
Transfer of title the Assets to Purchaser will be effective on the first day of Purchaser's lease term at 485 Railroad Avenue ("Closing Date"). The Assets will be made available and accepted by Purchaser at 485 Railroad Avenue. The Purchaser accepts the Assets in their "As Is" Condition.

5. **Financial Incentive to Purchaser**
PACF shall provide financial incentives to Purchaser for milestones achieved by Purchaser as set forth in Exhibit B.

6. **Seller's Representations and Warranties**
   a. The Seller represents and warrants to the Purchaser that:
      i. the Seller has full legal authority to enter into and exercise its obligations under this Agreement;
      ii. the Seller is the absolute beneficial owner of the Assets, with good and marketable title, free and clear of any liens, charges, encumbrances or rights of others. The Seller is exclusively entitled to possess and dispose of the Assets;
      iii. there is no pending or anticipated claim against the Assets or against the Seller's ownership or title in the Assets or against the Seller's right to dispose of the Assets;
      iv. the execution and delivery of this Agreement, and this transaction has been duly authorized by all necessary corporate action on the part of the Seller;
      v. the Seller has not committed any act or omission that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment; and
      vi. this Agreement has been duly executed by the Seller and constitutes a legal and binding obligation of the Seller, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.

7. **Purchaser's Representations and Warranties**
   a. The Purchaser represents and warrants to the Seller the following:

i. the Purchaser has full legal authority to enter into and exercise its obligations under this Agreement;
ii. The execution and delivery of this Agreement, and this transaction has been duly authorized by all necessary limited liability company action on the part of the Purchaser;
iii. the Purchaser has not committed any act or omission that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment;
iv. the Purchaser is a resident of the United States for the purposes of the Internal Revenue Code*;* and
v. this Agreement has been duly executed by the Purchaser and constitutes a legal and binding obligation of the Purchaser, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.

8. **Conditions Precedent to be Performed by the Purchaser**

a. The obligation of the Seller to complete the sale of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Purchaser, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Seller and may be waived by the Seller entirely or in part:
all of the representations and warranties made by the Purchaser in this Agreement will be true and accurate in all material respects on the Closing Date;
Purchaser shall enter into a Lease with the Owner of 485 Railroad Avenue effective on or before February 1, 2026

b. The Purchaser shall obtain a Pittsburg Business License.

9. **Conditions Precedent Not Satisfied**

If Purchaser fails to satisfy any of its conditions precedent as set out in this Agreement and that condition precedent is not waived by [date], then this Agreement will be null and void and there will be no further liability as between the Parties.

10. **Employees**
Purchaser may but is not required to hire any employee of PACF whose employment included tasks for the Railroad Book Depot.

11. **Non-Assumption of Liabilities**
It is understood and agreed between the Parties that Seller will not be liable for any of the liabilities, debts or obligations of the Purchaser arising out of the ownership or operation of the Railroad Book Depot, or tenancy once the Assets have been conveyed.

12. **Transfer of Third Party Contracts**
    a. This Agreement is not to be construed as an assignment of any third-party contract from the Seller to the Purchaser if the assignment would be a breach of that third party contract.
    b. The Purchaser will be solely responsible for acquiring new contracts with third parties where the existing contracts are not legally assignable from the Seller to the Purchaser.
    c. Notwithstanding any other provision in this Agreement to the contrary, the Seller will not be liable for any losses, costs or damages of any kind including loss of revenue or decrease in value of the Seller resulting from the failure of the Purchaser to acquire any third-party contracts.

13. **Notices**
Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or 7 days after being placed in the post, postage prepaid, to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.

Seller: Pittsburg Arts and Community Foundation
65 Civic Avenue
Pittsburg, CA 94565
Attn. Executive Director

Purchaser: Revision Publishing
4505 Montara Drive
Antioch, CA 94531
Attn. Sharifa “Akilah Trinay” Parr

14. **Expenses/Costs**
The Parties agree pay all their own costs and expenses in connection with this Agreement.

15. **Severability**
    a. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such

provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.

b. Where any provision in this Agreement is found to be unenforceable, the Purchaser and the Seller will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

16. **Governing Law**

a. This Agreement will be governed by and construed in accordance with the laws of the State of California.

b. The courts of the State of California will have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

17. **General Provisions**

a. This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.

b. This Agreement may only be amended or modified by a written instrument executed by all of the Parties.

c. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.

d. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.

e. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

f. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

g. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.

h. Time is of the essence in this Agreement.

i. This Agreement may be executed in counterpart.

j. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine

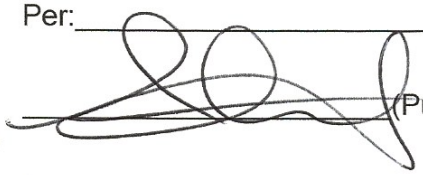
gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this

_____day of _____, _____.

_____(Seller)

Per:_____(Title)



_____(Purchaser)

Per:_____(Seal)

EXHIBIT A
RAILROAD BOOK DEPOT ASSET LIST

FURNITURE	**QTY**
Bookshelves (On-site)	35
Display (Cabinets & Grids)	1
Square Game Tables	3
Chairs	12
Reading Chairs	6
Stools	6
Children's Chairs	4
Children's Floor Chairs	12
Brown Desk	1
Register	1
Register Desk	1
Filing and Storage Cabinet	1
OFFICE EQUIPMENT	**QTY**
Computers	2
Monitor	1
Printer	1
POS Station (Counter, Display, Glass Display)	1
INVENTORY	**QTY**
Audio Books	59
New Books	2,263
Greeting Cards	136
Gifts and Non-Books	377
Used Books	15,131

EXHIBIT B
FINANCIAL INCENTIVE PAYMENT SCHEDULE

Payments shall be made by the Seller to the Purchaser in accordance with the schedule set forth below. Each payment shall be made **within thirty (30) days (Net 30)** following Seller's receipt of (i) a valid invoice and (ii) satisfactory proof of completion of the corresponding deliverable or milestone, as outlined below.

Payment No.	Payment Amount	Deliverable / Milestone
1	$50,000	Execution of the lease agreement for the premises located at 485 Railroad Avenue between the Purchaser and the Property Owner.
2	$50,000	Official opening of the Bookstore storefront to the public, signifying commencement of business operations.
3	$50,000	Completion of six (6) consecutive months of continuous and active storefront operation.
4	up to $50,000 based on remaining available PACF Reserve Fund Balance	Completion of twelve (12) consecutive months of continuous and active storefront operation.

The phrase "continuous and active storefront operation, set forth above, is defined as regular and continuous business hours open to the public totaling not less than **thirty (30) hours per week**, conducted over a minimum of **five (5) separate days** within each calendar week, with the exception of federal or state holidays.

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Adoption of an Ordinance Amending Pittsburg Municipal Code 2.04.020 to Increase City Council Salary

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

The ordinance, if adopted, would increase the City Council salary to an amount authorized by state law, effective after the November 2026 election.

FISCAL IMPACT

If adopted, the City Council salary will be increased from $500 to $1,600 per month. This increase has no fiscal impact on the Fiscal Year 2025-26 budget but will commence in the following fiscal year for which the budget will take this increase into consideration.

RECOMMENDATION

Adopt the Ordinance amending Pittsburg Municipal Code 2.04.020 to increase the City Council salary.

BACKGROUND

State law establishes the maximum salary for general law city councils and when salary adjustments may become effective. Government Code Section 36516 authorizes a city council to receive a salary based on population.

The last time the City Council salary was increased was on August 21, 1995 by

Ordinance 95-110. At that time, it was determined that the population was between 50,000 and 75,000, and established a salary of $500 per month, commencing December 1, 1995.

On June 29, 2023, SB 329 was signed by the Governor and amended Government Code Section 36516. The legislative history indicates the reason for the amendment was because the salary for general law city councils has not been increased since 1984 and that it was believed that allowing cities to adjust compensation for inflation may help city councils become more diverse. Subsection (a) of Government Code Section 36516 was amended to read as follows:

(1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).
(2) (A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars ($950) per month.
(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars ($1,275) per month.
(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars ($1,600) per month.
(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars ($1,900) per month.
(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars ($2,550) per month.
(F) In cities over 250,000 population, up to and including three thousand two hundred dollars ($3,200) per month.
(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.
(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:
(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.
(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.
(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

According to current State law, any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees. Finally, State law also states that a change in compensation does not apply to a council member during the council member’s term of office. However, adjustment of the compensation of all members of a council serving staggered terms may be adjusted whenever one or more members of the city council

becomes eligible for a salary increase by virtue of the council member beginning a new term of office.

SUBCOMMITTEE FINDINGS

This item was discussed in the Finance Management Subcommittee meeting on September 19, 2025.

STAFF ANALYSIS

The City's compensation to its City Council has not been increased for three decades. This table compares the 16 general law cities in Contra Costa County. Pittsburg has the third highest population, but its City Council compensation is the third lowest.

City	Current Monthly Salaries	Polulation	SB 329 Monthly Salaries
Antioch	$ 1,900.00	116,781	$ 1,900.00
Brentwood	$ 1,150.59	65,747	$ 1,600.00
Clayton	$ 470.00	10,743	$ 950.00
Concord	$ 1,900.00	122,650	$ 1,900.00
Danville	$ 1,387.00	42,960	$ 1,275.00
Hercules	$ 831.60	26,225	$ 950.00
Lafayette	No compensation	25,054	$ 950.00
Martinez	$ 585.00	36,817	$ 1,275.00
Moraga		16,637	$ 950.00
Oakley	$ 800.00	46,826	$ 1,600.00
Orinda	No compensation	19,351	$ 950.00
Pinole	$ 950.00	18,261	$ 950.00
Pittsburg	$ 500.00	76,374	$ 1,900.00
Pleasant Hill	$ 950.00	33,601	$ 950.00
San Pablo	$ 1,094.00	31,507	$ 950.00
Walnut Creek	$ 650.00	69,927	$ 1,600.00

During the September subcommittee meeting, it was recommended that the City Council consider increasing the compensation for City Council members from $500 to $1,600 per month. The recommended amount recognizes that while Pittsburg, by law, may compensate up to $1,900, its population is at the lower end of the range of 75,000 to 150,000.

Any salary increase will be effective December 6, 2026, which is after the November 2026 election, the beginning of a pay period, and the elected City Council Members' terms would commence December 7, 2026.

ATTACHMENTS: Ordinance

Report Prepared By: Melaine Venenciano, Director of City Clerk Services

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending Pittsburg Municipal Code Chapter) ORDINANCE NO. 25-
2.04.020 to Increase City Council Salary)

WHEREAS, State law regulates the maximum compensation for City Council Members of general law cities and when those salary adjustments become effective; and

WHEREAS, Government Code Section 36516 authorizes a city council to receive specified salary based on population as shown by the U.S. Census or California Department of Finance; and

WHEREAS, the last time the City Council salary was increased was on August 21, 1995 by Ordinance 95-110, when the population was between 50,000 and 75,000, which established a salary of $500 per month, commencing December 1, 1995; and

WHEREAS, on June 29, 2023, SB 329 was signed by the Governor and amended Government Code Section 36516. The reason for the amendment was because the compensation schedule for general law cities has not been adjusted since 1984 and allowing cities to adjust compensation for inflation may help city councils become more diverse; and

WHEREAS, Subsection (a) of Government Code Section 36516 was amended to read as follows:

(1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).
(2) (A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars ($950) per month.
(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars ($1,275) per month.
(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars ($1,600) per month.
(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars ($1,900) per month.
(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars ($2,550) per month.
(F) In cities over 250,000 population, up to and including three thousand two hundred dollars ($3,200) per month.
(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.
(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:
(A) An amount equal to 5 percent for each calendar year from the operative date of the last

adjustment of the salary in effect when the ordinance or amendment is enacted.
(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.
(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

WHEREAS, pursuant to State law, a change in compensation does not apply to a council member during the council member's term of office. However, the law provides that the prohibition shall not prevent the adjustment of the compensation of all members of a council serving staggered terms whenever one or more members of the city council becomes eligible for a salary increase by virtue of the council member beginning a new term of office; and

WHEREAS, staff recommends the salary increase become effective December 6, 2026, which is after the November 3, 2026 election, complying with State law.

WHEREAS, the City finds that adjusting councilmember salaries would account for inflation and support diversity in city councils because increased compensation can help individuals from across different income levels receive sufficient income for their service.

NOW, THEREFORE, the City Council of the City of Pittsburg does ORDAIN as follows: (new language in ***bold italic***, deleted language in ~~strikethrough~~)

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. Amendment. Chapter 2.04.020 Salaries – Designated is hereby amended to read as follows.

A. This section is enacted under Government Code Section 36516, which authorizes a city council to provide by ordinance that each member of the council may receive a salary based upon the population of the city.

B. ~~The latest estimate of population of the city of Pittsburg exceeds 50,000.~~ ***The California Department of Finance determined the population of Pittsburg is 76,374 as of 2025.***

C. Under the authority of Government Code Sections 36516 ~~and 36516.6~~ each member of the city council ~~may~~ ***shall*** receive a salary of ~~$500.00~~ ***$1,600*** per month. The salary is payable beginning ***December 6, 2026***.

SECTION 3. Severability.

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 4. Publication.

The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on November 17, 2025, and was adopted and ordered published at a meeting of the City Council held on December 15, 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dionne Adams, Mayor

ATTEST BY:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Adoption of an Ordinance to Adopt by Reference the 2025 California Building Code, Residential Code, Electrical Code, Fire Code, Wildland-Urban Interface Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Existing Building Code, and Energy Code with Local Amendments

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

The California Building Standards Code is published every three years and amends the California Code of Regulations, Title 24. These codes are commonly referred to as the California Building Code (Codes) and include building, plumbing, mechanical, electrical, fire, wildland-urban interface, energy, residential, historical, green standards, and existing building.

FISCAL IMPACT

There is no fiscal impact to repealing and adopting Pittsburg Municipal Code Title 15, “Buildings and Construction.”

RECOMMENDATION

City Council adopt the attached ordinance repealing Chapters 15.08, 15.16, 15.18, 15.20, 15.21, 15.22, 15.26, 15.28, 15.32, 15.60, and 15.64 of the Pittsburg Municipal Code, and adopting the 2025 California Building Code, Residential Code, Electrical Code, Fire Code, Wildland-Urban Interface Code, Mechanical Code, Plumbing Code,

Historical Building Code, Green Building Standards Code, Existing Building Code, and Energy Code with Local Amendments.

BACKGROUND

The 2025 California Codes will take effect statewide on January 1, 2026. Building regulations or standards have the same force of law and are confirmed 180 days after their publication unless otherwise stipulated. These Codes apply to all occupancies in the State of California as annotated. Each city in California is required to adopt the California Building Standards Code and is authorized to do so by reference.

This is the second reading of an ordinance to repeal existing sections, and adopt sections of the Pittsburg Municipal Code as follows:

The 2025 California Building Code, California Code of Regulations, Title 24, Part 2, Volumes 1 and 2, California Building Standards Commission, based upon the 2024 International Building Code as published by the International Code Council;

1. The 2025 California Electrical Code, California Code of Regulations, Title 24, Part 3, California Building Standards Commission, based upon the 2023 National Electrical Code as published by the National Fire Protection Association;
2. The 2025 California Mechanical Code, California Code of Regulations, Title 24, Part 4, California Building Standards Commission, based upon the 2024 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials;
3. The 2025 California Plumbing Code, California Code of Regulations, Title 24, Part 5, California Building Standards Commission, based upon the 2024 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials;
4. The 2025 California Historical Building Code, California Code of Regulations, Title 24, Part 8 as published by the California Building Standards Commission;
5. The 2025 Green Building Standards Code, California Code of Regulations, Title 24, Part 11, California Building Standards Commission as published by the International Code Council;
6. The 2025 California Existing Building Code, California Code of Regulations, Title 24, Part 10, California Building Standards Commission based upon the 2024 International Existing Building Code;
7. The 2025 Residential Code, California Code of Regulations, Title 24, Part 2.5, California Building Standards Commission, based upon the 2024 International Residential Building Code as published by the International Code Council;
8. The 2025 California Fire Code, California Code of Regulations, and Appendix Chapter 1, Administration, Title 24, Part 9 based on the 2024 International Fire Code published by the International Code Council;
9. The 2025 California Wildland-Urban Interface Code, California Code of Regulations, Title 24, Part 7 and Appendices (based on the 2024 International Wildland-Urban Interface Code published by the International Code Council); and

10. The 2025 California Energy Code, Title 24, Part 6, California Building Standards Commission as published by the International Code Council.

The City may establish more restrictive building standards as reasonably necessary because of local climatic, geological, or topographical conditions. The proposed amendments are based upon these tangible conditions and essentially similar to amendments adopted in the past and currently in effect.

On November 17, 2025, the City Council introduced the ordinance at a regular meeting, waived further reading, and passed to second reading without modification.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Adoption of this ordinance establishes standards and allows the City to enforce the building codes as adopted by the State Building Standards Commission. These are the standards governing property development, building construction, and maintenance.

ATTACHMENTS: Ordinance

Report Prepared By: Shelby Rose, Chief Building Official

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Repealing Pittsburg Municipal Code Chapters 15.08, 15.16, 15.18, 15.20, 15.21, 15.22, 15.26, 15.28, 15.32, 15.60,15.64 and Adopting the 2025 California Building, Residential, Electrical, Fire Wildland-Urban Interface, Mechanical, Plumbing, Historical Building, Green Building Standards, Existing Building, and Energy Codes By Reference With Local Amendments	ORDINANCE NO. 25-

WHEREAS, the California Building Standards Code is published every three years a amends the California Code of Regulations, Title 24; and

WHEREAS, these codes are commonly referred to as the California Building Code ("Codes") and include building, plumbing, mechanical, electrical, fire, energy, residential, historical, and green standards; and

WHEREAS, the 2025 California Codes will take effect statewide on January 1, 2026 and

WHEREAS, building regulations or standards have the same force of law and are confirmed 180 days after their publication unless otherwise stipulated; and

WHEREAS, these codes apply to all occupancies in the State of California as annotated; and

WHEREAS, each city in California is required to adopt the California Building Stand Code and is authorized to do so by reference (Health and Safety Code §17922 and Government Code §50022.2); and

WHEREAS, the City may establish more restrictive building standards as reasonabl necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, the proposed amendments are based upon these tangible conditions a past practice, and

WHEREAS, adoption of this ordinance formalizes the City's participation in enforcin the building codes as adopted by the State Building Standards Commission. This will provi necessary clarification regarding the adopted regulations governing property development, building construction and maintenance; and

WHEREAS, the City has provided notice of, and taken all actions necessary for, the proposed adoption by reference of certain uniform State codes as set forth in this Ordinanc and as required by Government Code Section 50022.1 et seq.; and

WHEREAS, on October 7, 2025, the Contra Costa County Board of Supervisors in i capacity as the Board of Directors of the Crockett-Carquinez Fire Protection District and th Contra Costa County Fire Protection District introduced Ordinance No. 2025-14 and Ordina No. 2025-14 and made express findings in support of technical amendments to the 2025 California Fire Code and 2025 California Wildland-Urban Interface Code based upon clima topographical, and geological conditions ("Findings"), as a first step in adopting the 2025 California Fire Code and 2025 California Wildland-Urban Interface Code with technical amendments, and is anticipated to adopt the 2025 California Fire Code 2025 California Wildland-Urban Interface Code with technical amendments by adopting Ordinance No. 202 14 and Ordinance No. 2025-15 and Findings on December 9th, 2025.

NOW, THEREFORE, the City Council of the City of Pittsburg DOES ORDAIN as follows:

(Language different from the 2022 adopted code shown in ***bold italic***, eliminated language shown in ~~strikethrough~~.)

SECTION 1. PRIOR ENACTMENTS REPEALED

All prior enactments of the City, which conflict with this Ordinance, are hereby repea effective upon the date on which this Ordinance becomes effective and operative.

SECTION 2. CONTINUING EFFECT

2.1 Notwithstanding Section 1 of the Ordinance, and solely for the purposes of tl Section 2.1, this Ordinance shall be construed as a continuation of said prior enactments a the same may have been heretofore amended from time to time, and compliance therewith prior to the effective date hereof shall be deemed to be compliance with this Ordinance unl provided otherwise herein.

2.2 Except as specifically or by necessary implication required to the contrary by Ordinance, no right or entitlement granted, or obligation imposed, or action or proceeding commenced or taken pursuant to a prior resolution or ordinance repealed or modified herel shall be deemed to be invalidated, waived, terminated or otherwise affected by the enactm hereof.

SECTION 3. EFFECT OF ENACTMENT

Except as specifically provided herein, nothing contained in this Ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses tl same subject addressed herein.

SECTION 4. FINDINGS

4.1 The International Code Council (ICC) is a private organization which has bee existence for at least three (3) years.

4.2 The ~~2022~~***2025*** California Building Codes, the ~~2022~~***2025*** California Fire Code, California Building Standards Code, and the California Fire Code Standards published by s organization, are a nationally recognized compilation of proposed rules, regulations, and standards of said organization.

4.3 The California Building Codes and the California Fire Code have been printe and published as a code in books form within the meaning of Section 50022.2 et seq., of th California Government Code and said code has been adopted and amended by the Califor Building Standards Commission into the California Code of Regulations (CCR) as Title 24, ~~2022~~***2025*** edition.

4.4 That one (1) copy of the ~~2022~~***2025***California Building Codes based on the ~~2021~~***2024*** International Building Codes and one (1) copy of the ~~2022~~***2025***California Fire Co based on the ~~2021~~***2024*** International Fire Code have been on file for use and examination the public in the office of the Building Official prior to adoption of this Ordinance.

4.5 That the sections of the International Building Codes and California Building Code Standards may be referred to by the same number used in said published compilatio preceded by the words “City of Pittsburg International Building Code Section” or “Internatio Building Code Section” or “Building Code Section”. Said amendments to the California Buil Standards Code under the California Building Codes shall be referred to in the same mann as listed above for ease of application.

4.6 That the sections of the California Fire Code may be referred to by the same number used in said published compilation preceded by the words "City of Pittsburg Califor Fire Code Section" or "California Fire Code Section" or "Fire Code Section". Said amendm to the California Building Standards Code under the California Fire Code shall be referred t the same manner as listed above for ease of application.

4.7 Pursuant to Section(s) 17958.5(a) and (b) as well as Section 17958.7 of the California Health and Safety Code, the Section contained herein shall be submitted as the "Findings of Need" with regard to the specific California Building Codes and California Fire Code Ordinance Amendments adopted by the City of Pittsburg and addressed herein. Additional requirements and standards herein are necessary to properly protect the health, safety, and welfare of the existing and future residents as well as workers of the City of Pittsburg. Under the provisions of Section 17958.7 of the Health and Safety Code, local amendments shall be based on climatic, geological, or topographical conditions. The "Find of Need" contained herein shall address each of these situations and shall present the loca situation which singularly or in combination cause the established amendments to be adop Each such modification is identified as to which section such finding refers.

4.7.1 Life Safety: That the additional requirements and standard established herein are needed to properly protect the health, safety, life and limb, and welfare of existing and future residents, workers, and guests of the City of Pittsburg.

4.7.2 That these changes and modifications to the standards published in the California Building Codes and California Fire Code are reasonably necessary becau of local climatic, geological, and topographical conditions. The following are hereby

adopted as non-inclusive specific findings in respect to such local conditions and ref amendments made to the California Building Codes, California Code of Regulations Title 24, and International Fire Code as more particularly set forth below.

4.7.3 Pursuant to Section 17958.7(c), the changes or modifications are substantially equivalent to changes or modifications that were previously filed City of Pittsburg and were in effect as of September 30, 2025. Furthermore, the building standards relate to home hardening and are proposed for adoption by local fire prevention district pursuant to Section 13869.7.

4.7.2.1. **Climatic Conditions:**

1. **Precipitation and Relative Humidity**

Conditions:

Precipitation ranges from 15 to 24 inches per year with an avera of approximately 20 inches per year. 96% of precipitation falls during the months of October through April and four percent fro May through September. This is a dry period of at least five mo each year. Additionally, the area is subject to occasional drough Relative humidity remains in the middle range most of the time. ranges from 45-65% during spring, summer, fall, and from 60-9 in the winter. It occasionally falls as low as 15%.

Impact:

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irriga grass, brush, and weeds, which are often near buildings with w roofs and sidings. Such dryness causes these materials to ignit very readily and burn rapidly and intensely.

Because of dryness, a rapidly burning grass fire or exterior build fire can quickly transfer to other buildings by means of radiation flying brands, sparks, and embers. A small fire can rapidly grow magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

2. **Temperature**

Conditions:

Temperatures have been recorded as high as 114° F. Average summer highs are in the 90° range, with average maximums of 105° F.

Impact:

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building and wildland fires.

Another impact from high temperatures is that combustible build material and non-irrigated weeds, grass, and brush are preheat thus causing these materials to ignite more readily and burn mo rapidly and intensely. Additionally, the resultant higher temperat of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials This requires that more water be applied, which in turn requires more Fire District resources in order to control a fire on a hot da High temperatures directly contribute to the rapid growth of fires an intensity and magnitude beyond the control capabilities of th Fire District.

3. **Winds**

Conditions:

Prevailing winds in the area are from the south or southwest in t mornings and from the north or northwest in the afternoons. However, winds are experienced from virtually every direction a one time or another. Velocities are generally in the 14 mph to 2 mph ranges, gusting to 25 to 35 mph. 40 mph winds are experienced occasionally and winds up to 55 mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several da creating extremely dry conditions.

Impact:

Winds such as those experienced locally can and do cause fires both interior and exterior, to burn and spread rapidly. Fires invo non-irrigated weeds, grass, and brush can grow to a magnitude be fanned to intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus sprea the fire and causing conflagrations. When such fires are not controlled, they can extend to nearby buildings, particularly thos with untreated wood shakes or shingles. In building fires, winds literally force fires back into the building and can create a blow t effect, in addition to preventing “natural” ventilation and cross-ventilation efforts.

Winds of the type experienced locally also reduce the effectiver of exterior water streams used by the Fire District on fires involv large interior areas of buildings, fires which have vented throug windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a definite factor towards causing majo losses to buildings not provided with fire resistive roof and sidin materials and buildings with inadequately separated interior are or lacking automatic fire protection systems. National statistics frequently cite wind conditions, such as those experienced loca as a major factor where conflagrations have occurred.

4.7.2.2 **Topographic Conditions:**

Development has occurred and continues to occur in Pittsburg rapid pace. Traffic congestion occurs during certain peak busin hours, weekends, and on holidays along main thoroughfares. (Information provided by the Transportation Engineering Divisio the Public Works Department).

The distance between fire stations, and the response time in ou city compared to the time when flashover generally occurs crea a need for on-site fire suppression capability in all structures, ar the need for specific turning radius and turnaround requirement fire apparatus. In order to accommodate fire equipment during emergency response, we find that fire apparatus roads, grades, turning radius and turnaround dimensions are required as set fo herein.

Conditions:

Vegetation: The service area of the Contra Costa County Fire Protection District has a varied topography and vegetative cove conglomeration of flat lands, hills, and ridges make up the terra Development has occurred on the flat lands in the District and i past 15 years development has spread into the hills, valleys, an ridge lands of the District. Highly combustible dry grass, weeds, brush are common in the hilly and open space areas adjacent t built-up locations six to eight months of each year. Many of thes areas frequently experience wildland fires, which threaten near buildings, particularly those with wood roofs, or sidings. This condition can be found throughout the Fire District, especially ir those fully developed areas and those areas marked for future development.

Surface Features: The arrangement and location of natural and manmade surface features, including hills, creeks, canals, freeways, housing tracts, commercial development, fire stations

streets, and roads, combine to limit efficient response routes for Fire District resources into and through many areas.

Buildings, Landscaping and Terrain: Many of the “newer” large buildings and building complexes have access and landscaping features or designs which preclude, or greatly limit, efficient approach or operational access to them by Fire District vehicles addition, the presence of security gates, roads of inadequate wi and grades which are too steep for Fire District vehicles create adverse impact on fire suppression efforts.

When Fire District vehicles cannot gain access to buildings invo with fire, the potential for complete loss is realized. Difficulty reaching a fire site often requires additional fire personnel and resources to successfully and safely mitigate the event. Access problems often result in severely delaying, misdirecting, or mak fire and smoke control efforts unsuccessful.

4.7.2.3 **Geological Conditions:**

~~Pittsburg, CA has a very high earthquake risk, with a total of 3,9 earthquakes since 1931. The USGS database shows that there 97.98% chance of a major earthquake within 50km of Pittsburg, within the next 50 years. The largest earthquake within 30 miles Pittsburg, CA was a 6.0 Magnitude in 2014.~~

Pittsburg, CA has a very high earthquake risk. Within the 20 miles of the City of Pittsburg, there are four (4) earthquake fault the Concord Fault, Clayton Fault, Davis Fault, and the Kirby Hill Fault. There are also other faults in the immediate adjacent area In the event of a severe earthquake, these faults present the potential for catastrophic damage including fire, damage to roadways, and other impairments of emergency apparatus (Fau information from California Division of Mines and Geology). This finding supports our modifications to the California Building Coc and the California Fire Codes.

Seismicity

Conditions:

Contra Costa County is located in Seismic Risk Zone 4, which i the worst earthquake area in the United States. Buildings and o structures in Zone 4 can experience major seismic damage. Co Costa County is in close proximity to the San Andreas Fault and contains all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults. A 4.1 earthquake w its epicenter in Concord occurred in 1958, and a 5.4 earthquake

with its epicenter also in Concord occurred in 1955. The Concor and Antioch faults have a potential for a Richter 6 earthquake a the Hayward and Calaveras faults have the potential for a Richt earthquake. Minor tremblers from seismic activity are not uncommon in the area.

The fire environment of a community is primarily a combination two factors: the area's physical geologic characteristics and a historic pattern of urban-suburban development. These two fact alone and combined, create a mixture of environments which ultimately determines the area's fire protection needs. The Fire District has 3 distinct areas. They are: the West, which includes City of San Pablo***, Pinole, Hercules*** and the communities of No Richmond, El Sobrante, and East Richmond Heights: the Centr which includes the Cities of Lafayette, Martinez, Pleasant Hill, Concord, Walnut Creek, Clayton, and the communities of Clyde Pacheco, Alhambra Valley, and Alamo; and the East, which includes the Cities of Antioch, ~~and~~ Pittsburg, ***Brentwood, and Oakley*** and the ***unincorporated communities*** ~~community~~ of B Point***, Bethel Island, Discovery Bay, Knightsen, Byron, and Marsh Creek and Morgan Territory***.

Because of the size of the Contra Costa County Fire Protection District (~~304~~ ***733*** square miles), the characteristics of the fire environment changes from one location to the next. Therefore, t District has not one, but a number of fire environments, each of which has its individual fire protection needs from two major oil refineries, to heavy industrial facilities, freeways, rail lines, waterways, port facilities, wildland areas, urban and suburban t settings, and major downtown areas.

Interstates 80 and 680, State Highways 4, 24, and 242, Bay Are Rapid Transit District (BART), and major thoroughfares travel throughout the district. There are 2 major rail lines which run through the district. An overpass or underpass crossing collaps would alter the response route and time for responding emerge equipment. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause m damage to electrical transmission facilities, which, in turn, cause power failures while at the same time starting fires throughout th Fire District. The occurrence of multiple fires will quickly deplete existing fire district resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting system alarm systems, and other electrical equipment urgently needed building evacuation and fire control in large buildings without

emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings

Impact:

A major earthquake could severely restrict the response of the l District and its capability to control fires involving buildings of w frame construction, with ordinary wood shake and shingle exter or with large interior areas not provided with automatic smoke a fire control systems.

Soil Conditions

The area is replete with various soils, which are unstable, clay l and alluvial fans being predominant. These soil conditions are moderately to severely prone to swelling and shrinking, are plas and tend to liquefy. Throughout the Fire District, the topography development growth has created a network of older, narrow roa These roads vary from gravel to asphalt surface and vary in per of slope, many exceeding twenty (20) percent. Several of these roads extend up through the winding passageways in the hills providing access to remote, affluent housing subdivisions. Many these roads are private with no established maintenance progra During inclement weather, these roads are subject to rock and mudslides, as well as down trees, obstructing all vehicle traffic. anticipated that during an earthquake, several of these roads w be practically impassable. ~~This finding supports our modificatio the California Design Building Codes and the California Fire Co~~

Impact (Fire Specific):

The above logical geological and topographical conditions increase the magnitude, exposure, accessibility problems, fire hazards presented to the Contra Costa County Fire Protection district. Fire following an earthquake has the potential of causing greater loss of life and damage than th earthquake itself. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest numbe should a significant seismic event occur. Public safety resources would have to be prioritized to mitigate the grea threat, and may likely be unavailable for smaller single dwelling or structure fires.
Other variables may intensify the situation:
1. The extent of damage to the water system.
2. The extent of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/ or debris blocking th roadways.

4. Climatic conditions (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadw
and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistanc
7. The large portion of dwellings with wood shake or shing
covering could result in conflagrations.

SECTION 5. CALIFORNIA BUILDING CODE

Chapter 15.08 of Title 15 of the City of Pittsburg Municipal Code is hereby repealed adopted to read as follows:

"Chapter 15.08
California Building Code

Sections:

15.08.010 Adoption.
15.08.040 Amendments to Appendix Chapter 1, Administration.

15.08.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the building code of the city the ~~2022~~***2025*** California Building Code (CBC), California Code of Regulations, Title 24, Part 3, and Appendices (based on th ~~2021~~***2024*** International Building Code published by the International Code Council.)

B. One copy of the CBC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CBC as set fo in this chapter. In addition, all subsequent supplements to the CBC and related publications are adopted by reference.

15.08.040 Amendments to Appendix Chapter 1, Administration.

Set forth below are the local amendments, additions, and deletions to the administrative portion of the ~~2022~~***2025*** California Building Code. Chapter and section numbers used here are those of Chapter 1 of the ~~2022~~***2025*** California Building Code.

Section 107.5, Retention of Construction Documents, is hereby amended to read:

Section 107.5 Retention of Construction Documents. The Building Division of the City of Pittsburg shall maintain an official copy, which may be on microfilm or other type of photographic copy of the plans of every building, during the life of the building, for which th department issued a building permit. "Building Division" means the department, bureau, or officer charged with the enforcement of laws or ordinances regulating the erection, construction, or alteration of buildings. Except for plans of a common interest development defined in Section 1351 of the Civil Code, plans need not be retained after 180 days of completion for:

(a) Single or multiple dwellings not more than two stories and basement in height.
(b) Garages and other structures appurtenant to buildings described under subdivision (a).

(c) Farm or ranch buildings.

(d) Any one-story building where the span between bearing walls does not exceed 25 feet.

The exemption in this subdivision does not apply to a steel frame or concrete building.

Section 109.4 is hereby added to read:

Section 109.4 Work Commencing Before Permit Issuance. Any person who commences ar work on a building, structure, electrical, gas, mechanical or plumbing system before obtaini the necessary permits shall be subject to a fee established by the building official that shall in addition to the required permit fees.

Section 109.5, Related Fees, is hereby amended to read:

Section 109.5 “Fees” Reinspection’s. If reinspection’s are required, fees for the same may assessed in accordance with Section 109.

To obtain a re-inspection, the permittee shall pay any assessed re-inspection fee. In those instances where the building official has assessed a re-inspection fee, the building inspecto shall perform no additional inspections of the work until the required fee has been paid.”

SECTION 6. CALIFORNIA ELECTRICAL CODE

Chapter 15.16 of Title 15 of the City of Pittsburg Municipal Code is hereby repealed adopted to read as follows:

“Chapter 15.16
California Electrical Code

Sections:

15.16.010 Adoption.
15.16.020 Electrical permit – Applicant qualifications.

15.16.040 Amendments, additions, and deletions to the National Electrical Code.
15.16.050 Violation – Penalty.
15.16.060 Small residential rooftop solar energy system review process.
15.16.070 Expedited electric vehicle charging station permitting.

15.16.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the electrical code of the city the ~~2022~~***2025*** California Electric

Code (CEC), California Code of Regulations, Title 24, Part 3, and Appendices (based on th
~~2021~~***2023*** National Electrical Code published by the National Fire Protection Association).
B. One copy of the CEC is on file with the Building Division for use and examination by the
public, along with changes, additions and deletions relating to sections of the CEC as set fo
in this chapter. In addition, all subsequent supplements to the CEC and related publications
are adopted by reference.

15.16.020 Electrical permit – Applicant qualifications.

No permit shall be issued to any person to do or cause to be done any electrical work
regulated by this chapter, unless such applicant qualifies under one of the following conditi

A. Applicant possesses a valid, unexpired, and unrevoked electrical contractor's license iss
to him or her under the applicable provisions of the Business and Professions Code of the
state; or

B. Applicant is the bona fide owner of the premises, which premises consists of a single-fa
dwelling, duplex, or a single unit in a condominium complex used exclusively for living
purposes, and all accessory buildings thereto; provided, that the owner or a member of his
immediate family shall perform all labor pursuant to the permit.

15.16.040 Amendments, additions, and deletions to the ~~2021~~***2023*** National Electrical Code

Set forth below are the local amendments, additions, and deletions to the ~~2022~~***2025*** Califo
Electrical Code. Chapter and section numbers used herein are those of the ~~2021~~***2025***
California Electrical Code.

Section 89.108.8, Appeals Board, is replaced by Section 113, Board of Appeals, of Appendi
Chapter 1 of the ~~2022~~***2025*** California Building Code.

Article 100, Definitions, is hereby amended by the addition of the following words or phrase

"CITY" or "THE CITY" shall refer to the City of Pittsburg as the text requires.

"CITY COUNCIL" shall refer to the City Council of the City of Pittsburg.

"ELECTRICAL CONTRACTOR" shall refer to a contractor in possession of a valid license
issued in accordance with the provisions of the California Contractors State License Board

"ELECTRICAL INSPECTOR" shall refer to the Building Official of the City of Pittsburg or hi
her authorized representative.

"ELECTRICAL WORK" shall refer to the installation, construction, maintenance, and repair
electrical equipment.

"PERSON" shall refer to a natural person, his or her heirs, executors, administrators, or
assignees, and also includes a firm, partnership, or corporation, its or their successors or
assignees, or the agent of any of the aforesaid.

“SINGLE FAMILY DWELLING” shall refer to a residential building containing one or two dwelling units.

15.16.050 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the cour jail for not more than six months, or both.

15.16.060 Small residential rooftop solar energy system review process.

A. The following words and phrases as used in this section are defined as follows:

“Electronic submittal” means the utilization of one or more of the following:

1. E-mail.

2. The Internet.

3. Facsimile.

“Small residential rooftop solar energy system” means all of the following:

1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate ra or 30 kilowatts thermal.

2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and paragraph (iii) of subdivision (Section 714 of the Civil Code, as such section or subdivision may be amended, renumbere or redesignated from time to time.

3. A solar energy system that is installed on a single or duplex family dwelling.

4. A solar panel or module array that does not exceed the maximum legal building height a defined by the authority having jurisdiction.

“Solar energy system” has the same meaning set forth in paragraphs (1) and (2) of subdivi (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

B. Section 65850.5 of the California Government Code provides that, on or before Septem 30, 2015, every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy system

C. Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and ad

such checklist. ~~(Note: Your city may adopt an ordinance that modifies the checklists and standards found in the California Solar Permitting Guidebook due to unique climatic, geological, seismological, or topographical conditions.)~~

D. The checklist shall be published on the city's Internet website. The applicant may submi permit application and associated documentation to the city's Building Division by personal mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all form applications and other documentation may be used in lieu of a wet signature. (Or, if the city not accept electronic signature, the reasons for the inability to accept electronic signatures must be described.)

E. Prior to submitting an application, the applicant shall:

1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energ system is stable and adequate to transfer all wind, seismic, and dead and live loads associ with the system to the building foundation; and

2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, loa ground, and bonding wiring as well as main panel and subpanel sizes are adequately sized based on the existing electrical system's current use, to carry all new photovoltaic electrica loads.

F. For a small residential rooftop solar energy system eligible for expedited review, only on inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection by the building official and fire chief. ~~(Note: A separate fire inspecti may be performed if your city does not have an agreement in place with your local fire auth to conduct a fire safety inspection on behalf of the fire authority.)~~ If a small residential roofto solar energy system fails inspection, a subsequent inspection is authorized; however, the subsequent inspection need not conform to the requirements of this subsection.

G. An application that satisfies the information requirements in the checklist, as determined the building official, shall be deemed complete. Upon receipt of an incomplete application, t building official shall issue a written correction notice detailing all deficiencies in the applica and any additional information required to be eligible for expedited permit issuance.

H. Upon confirmation by the building official of the application and supporting documentatio being complete and meeting the requirements of the checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Su approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtainin such approval or permission from the local utility provider.

15.16.070 Expedited electric vehicle charging station permitting.

A. The ordinance codified in this section shall be known as the city of Pittsburg electric veh charging station permit expediting ordinance. The terms, phrases, and words used in this section shall be construed in compliance with the definitions set forth by California Governr Code Section 65850.7.

B. Electric vehicle charging stations which qualify for expedited permit processing, pursuar Government Code Section 65850.7, shall be subject to the administrative permitting procedures set forth in this section.

C. Expedited Review Process. Consistent with Government Code Section 65850.7, the building official shall implement an expedited administrative permit review process for elect vehicle charging stations and adopt a checklist of all requirements with which electric vehic charging stations shall comply in order to be eligible for expedited review. The expedited administrative permit review process and checklist may refer to the recommendations in th checklist prescribed by the most current version of the “Plug-In Electric Vehicle Infrastructu Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” published by the Governor’s Office of Planning and Research. The city’s adopt checklist shall be published on the city’s website.

D. Electronic Submittals. Consistent with Government Code Section 65850.7, the building official shall allow for electronic submittal of permit applications covered by this section and associated supporting documentation. In accepting such permit applications, the building official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

E. Association Approval. Consistent with Government Code Section 65850.7, the building official shall not condition the approval for any electric vehicle charging station permit on th approval of such a system by an association, as that term is defined by Civil Code Section 4080.

F. Permit Application Processing. A permit application that satisfies the information requirements in the city’s adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the building official that the permit application and suppor documents meet the requirements of the city-adopted checklist, and are consistent with all applicable laws, the building official shall, consistent with Government Code Section 65850 approve the application and issue all necessary permits. Such approval does not authorize applicant to energize or utilize the electric vehicle charging station until approval is granted the city. If the building official determines that the permit application is incomplete, he or sh shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issua

G. Technical Review. It is the intent of this section to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long the action does not supersede the building official’s authority to address higher priority life-safety situations. If the building official makes a finding based on substantial evidence that electric vehicle charging station could have a specific adverse impact upon the public healt safety, as defined in Government Code Section 65850.7, the city may require the applicant apply for a use permit.”

SECTION 7. HISTORICAL BUILDING CODE

Chapter 15.18 of Title 15 of the City of Pittsburg Municipal Code is hereby repealed adopted to read as follows:

"Chapter 15.18
Historical Building Code

Sections:

15.18.010 Adoption.
15.18.020 Violation – Penalty.

15.18.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the historical code of the city the ~~2022~~***2025*** California Historic Building Code (CHBC), California Code of Regulations, Title 24, Part 8 (as published by the California Building Standards Commission).

B. One copy of the CHBC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CHBC as set forth in this chapter, in addition, all subsequent supplements to the CHBC and related publications are adopted by reference.

15.18.020 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the cour jail for not more than six months, or both."

SECTION 8. CALIFORNIA FIRE CODE

Chapter 15.20 of Title 15 of the City of Pittsburg Municipal Code is hereby repealed adopted to read as follows:

"Chapter 15.20
California Fire Code

15.20.010 Adoption.
15.20.020 Enforcement.
15.20.040 Amendments.

15.20.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the fire code of the city the ~~2022~~***2025*** California Fire Code (California Code of Regulations, and Appendix Chapter 1, Administration, Title 24, Part 9 (based on the ~~2021~~***2024*** International Fire Code published by the International Code Coun

B. One copy of the CFC is on file with the city clerk for use and examination by the public, along with changes, additions and deletions relating to sections of the CFC as set forth in t chapter. In addition, all subsequent supplements to the CFC and related publications are adopted by reference.

15.20.020 Enforcement.

A. The provisions of this chapter shall be enforced by the Contra Costa County fire protecti district (district) under the direction of the fire chief and/or the chief building official of the ci The fire chief or his duly authorized agents may issue citations for violations of the district ordinances as adopted by the city in the same manner as a county or city is authorized to d so by Chapter 5-C (commencing with Section 853.5, Title 3, Part 2) of the Penal Code.

B. A report of the fire activities within the city shall be made annually and transmitted to the manager by the Contra Costa County fire protection district. It shall contain all proceedings under this code, with such statistics as the fire chief deems necessary.

15.20.040 Amendments.

Chapter and section numbers used below are those of the ~~2022~~***2025*** California Fire Code.

~~A.~~ Chapter 1, Scope and Administration.

Section 101.1 is amended to read:

> 101.1 Title. This code is the Fire Code of the Contra Costa County Fire Protection District and is hereinafter referred to as “this code.”

Section 102.1 is amended to add item 5, to read:

> 5. Where not otherwise limited by law, the provisions of this code shall apply to vehi ships, and boats that are permanently affixed to a specific location within the bounda of this jurisdiction.

Section 105.5 is amended to read:

> 105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Chapter 1, Sections 105.5.1 throug 105.5.~~63~~***60***.

~~Section 105.5.33 is amended to read:~~

~~105.5.33 Motor Fuel Dispensing Facilities. An operational permit is required for the operation of automotive, marine, and fleet motor fuel dispensing facilities, including for sites that allow mobile fueling from a service provider to the general public, fueling of motor vehicles at approved locations from a tank vehicle and limited or temporary fueling operations for special events (fueling of watercraft from shore, piers, floats, or barges).~~

~~Section 105.5.40 is amended to read:~~

~~105.5.40 Cannabis/Plant Extraction Related System(s)/Operations. An operational permit is required for any of the following cannabis/plant extraction related systems operations.~~

1. ~~Cultivation~~
2. ~~Plant Extraction Systems~~
3. ~~Testing/Lab~~
4. ~~Manufacturing~~
5. ~~Distribution~~
6. ~~Carbon Dioxide Systems or volatile solvent~~

~~Section 105.5 is amended by adding Sections105.5.52 through 105.5.63 to read:~~

~~105.5.52 Wood products. An operational permit is required to store chips, hogged material, wood or other combustible pallets, lumber, or plywood in excess of 200 cubic feet (6 m3).~~

~~Section 105.5 is amended by adding Sections 105.5.55 through 105.5.63 to read:~~

~~105.5.55 Asbestos removal. A permit is required to conduct asbestos-removal operations regulated by Section 3319~~

~~105.5.56 Automobile Wrecking or Dismantling Yard. An operation permit is, required for all automobile wrecking yards, automobile dismantling operations, and similar operations.~~

~~105.5.57 Christmas tree sales. A permit is required to use a property for the purpose of selling cut Christmas trees~~

~~105.5.58 Firework aerial display. A permit is required to conduct a firework display regulated by California Code of Regulations, Title 19, and Chapter 56 of this code~~

~~105.5.59 Model rockets. A permit is required to sell model rocket motors or launch model rockets pursuant to California Code of Regulations, Title 19, Division 1, Article 17. Permits issued in accordance with this section are for the site and are effective as long as site conditions have not changed.~~

Section 105.5.60 is added to read:

105.5.60 Five year sprinkler test. An operational permit is required to engage in the business of conducting the five-year test of an automatic fire

sprinkler systems or standpipe, in accordance with NFPA 25 (Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems), 2013 California Edition.

~~105.5.60 Temporary Occupancy. A permit is required for any temporary occupancy.~~

~~105.5.61 Temporary water supply. A permit is required to use a temporary water supply for construction of residential projects or subdivisions pursuant to Section 3313.1.~~

~~105.5.62 Tire storage. A permit is required to store more than 1,000 cubic feet (28.3m3) of tires inside buildings pursuant to Chapter 34.~~

~~105.5.63 Indoor Growing Operation. A permit is required to operate an indoor growing operation.~~

~~Exception: Agricultural Greenhouses in an agricultural zone.~~

Section 105.6 is amended to read:

105.6 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Chapter 1, Sections 105.6.1 throug 105.6.~~29~~***25***.

Section 105.6~~.25~~ is amended by adding Sections105.6.~~25~~***26*** through 105.6.~~29~~***30*** to read:

105.6.~~25~~***26*** Access for Fire Apparatus. Plans shall be submitted, and a permit is required to install, improve, modify, or remove public or private roadways, driveways and bridges for which Fire District access is required by the Fire Code.

105.6.~~26~~***27*** Construction, Substantial Alteration, Additions of a Building for Which a Building Permit is Required. Plans shall be submitted to the fire code official for all la developments or for the construction, substantial alteration, additions or renovation building within the jurisdiction where a building permit is required.

Exception: Non-sprinklered Group R-3 Occupancies where work does not involve a substantial addition or substantial alteration.

105.6.~~27~~***28*** Land Development, Subdivisions. Plans shall be submitted to the fire co official for all land developments or improvements proposed within the jurisdiction th involve the subdivision of land.

105.6.~~28~~***29*** Water Supply for Fire Protection. Plans shall be submitted to the fire coc official for the purpose of determining whether adequate water supplies, fire hydrant and associated systems are provided for all facilities, buildings, or portions of buildir either constructed or moved into the District pursuant to Section 507.

105.6.~~29~~***30*** Land Development. Plans shall be submitted to the fire code official for a land developments or improvements proposed within the jurisdiction.

~~105.7 Responsibility of permittee. Construction permits shall be presumed by the Fi District, Fire Department to incorporate all of the work that the applicant or the applicant's agent, employees, or contractors shall carry out. Work performed shall b accordance with the approved plans and with all requirements of this code and any other laws or regulations applicable thereto. No Fire District approval shall relieve or exonerate any person from the responsibility of complying with the provisions of this code nor shall any vested rights be created for any work performed in violation of thi code.~~

Section 112.4 is added to read:

112.4 Violation Penalties. Every person who violates any provision of this fire code i guilty of an infraction or misdemeanor in accordance with health and safety Code Section 13871 and Government Code Section 53069.4. The imposition of one pena for any violation shall not excuse the violation or permit the continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibite conditions are maintained shall constitute a separate offense. The application of the aforesaid penalty shall not be held to prevent the enforced removal of prohibited conditions.

~~B.~~ Chapter 2, Definitions.

Section 202 is amended by adding the following definitions to read:

Administrator. Shall mean the Fire Chief

Aerial Pre-Plans. An overhead layout of a parcel that contains structure(s) that identifies spe first responder related items to assist in effectively managing incidents and events for protection of occupants, responding personnel, property, and the environment. The prep shall be developed in accordance with a format approved by the AHJ. Preplan symbols s comply with AHJ or the latest edition of NFPA 170 (Standard for Fire Safety and Emerge Symbols), and NFPA 1620 (Standard for Pre-Incident Planning).

All-weather driving surface. A roadway with a minimum surface finish that is designed to carry the imposed weight loads of fire apparatus.

~~Automobile Dismantling or Wrecking Yard. The operation of dismantling or removing parts from salvaged vehicles including engines or engine parts.~~

~~Wrecking Yard. An area that stores or dismantles salvaged vehicles.~~

Board of Directors. The Contra Costa County Board of Supervisors as the governing body of the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District.

Board of Fire Commissioners. An advisory commission appointed by the Board of Directors to act as set forth in this ordinance and by resolutions of the Board of Directors.

Combustible Material. Rubbish, litter, or material of any kind other than hazardous vegetati that is combustible and endangers the public safety by creating a fire hazard as determined by the fire code official.

~~Defensible Space. The area adjacent to a structure or dwelling as determined by the fire code official where wildfire prevention or protection practices are implemented to provide th key point of defense from an approaching wildfire or to minimize the spread of a structure f to wildlands or surrounding areas.~~

Driveway. A private roadway that provides access to no more than two (2) single-family dwellings.

~~Fire Apparatus Access Road. A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term that includes, but is not limite to a fire lane, public street, private street, driveway, parking lot lane, and access roadway.~~

~~Fire Code Official. The Fire Chief or a duly authorized representative, or other person as ma be designated by law, appointment or delegation and charged with the administration and enforcement of this code.~~

~~Firebreak. A continuous strip of land upon and from which all combustible materia hazardous vegetation or other growth has been removed to bare mineral soil to stop or prevent the extension of fire from one area to another.~~

Fire Trail. A graded firebreak of sufficient width, surface, and design to provide access for personnel and equipment to suppress and to assist in preventing a surface extension of fires. Must be able to support the safe travel of a Type 3 Fire Apparatus.

~~Fuel Break. A strategically located block or strip, on which a cover of dense, heavy combustible vegetation has been changed to one of lower fuel volume or redu combustibility, as an aid to fire control. Fuel breaks require annual and recurring maintenar~~

Hazardous Vegetation. Vegetation that is combustible and endangers the public safety creating a fire hazard including but not limited to seasonal and recurrent grasses, wee stubble, brush, dry leaves, dry needles, dead, dying or diseased trees and any other vegeta as determined by the fire code official.

Key Box or Knox Box. (Underwriters Laboratory) UL "Listed" box, size and style, approved the Fire Code Official or designee that meets the requirements and uses the same security code adopted by the Fire Department

~~Ladder Fuel. Fuel that provides vertical continuity between surface fuel and canopy fuel str increasing the likelihood that fire will carry from surface fuel into the crowns of shrubs and trees.~~

Nuisance Fire Alarm. The activation of any fire protection or alarm system which results in the response of the Fire District and is caused by malfunction, improper maintenance, negligence, or misuse of the system by an owner, occupant, employee, or agent, or any other activation not caused by excessive heat, smoke, fire, or similar activating event.

~~Ornamental Landscaping. Decorative plants growing within a tended garden or yard which are appropriately irrigated, maintained, and located to provide aesthetic decoration and functional utility, such as privacy screening, shade, weed suppression and erosion control. The use of fire- resistant plants and the removal of fire hazardous vegetation will enhance fire safety.~~

~~Person. Includes any agency of the county, city, district or other local public agency and any individual, firm, association, partnership, business trust, corporations, limited liability company, or company.~~

Public Nuisance. A declaration by the fire code official that the presence of combustible materials on any parcel creates a fire hazard or threat to public safety (Health and Safety Code 14875 and 14876) or any violation of this code.

~~Priority Hazard Zone. An area where the threat from wildfire is severe due to proximity to open space, topography, degree of space, density of homes and/or amount of vegetation (native and ornamental), and/or other conditions favorable to fast moving fires.~~

Response Time. The elapsed time from receipt of call to the arrival of the first unit on scen

~~Rubbish. Waste matter, litter, trash, refuse, debris, and dirt on streets or private property in the jurisdiction, which is or when dry may become a fire hazard. See combustible material.~~

Rural Area. An area generally designated for agricultural or open space uses with parcels more than 10 acres (4.046873ha) in size.

Rural Residential Area. An area generally designated for single-family residential use with parcels between three (1.2140619ha) and 10 (4.046873ha) acres in size.

Sprinkler Alarm and Supervisory System (SASS). A Dedicated Function Fire Alarm Syster located at the protected premise installed specifically to monitor sprinkler water- flow alarm valve supervisory, and general trouble conditions where a Building Fire Alarm is not require

Streets. Includes alleys, parkways, driveways, sidewalks, and areas between sidewalks and curbs, highways, public right of ways, private road, paper street and easements.

Substantial Addition. The addition of new gross floor area exceeds fifty percent of the existing gross floor area, and the total new gross floor area is 5,000 square feet or greater.

Substantial Alteration. Where fifty percent or greater of the linear length of the wall of the building (exterior and interior) and fifty percent of the roof are removed or replaced within a one-year period.

Temporary Fire Department Access Road for Construction. ~~An approved temporary roadway for emergency vehicle uses during construction of residential subdivision projects.~~ ***A temporary, all-weather roadway constructed and maintained for the purpose of providing fire apparatus access to buildings, structures, or portions of a site under development until such time as the permanent fire apparatus access road is installed and approved. Temporary access roads shall be designed, constructed and maintained to support the imposed loads of fire apparatus, provide the required width and vertical clearance, and remain clear and unobstructed at all times during construction.***

~~Temporary Fire Department Access Road for Construction of One (1) Residential (R3) Unit~~ ~~A temporary roadway for emergency vehicle uses during construction of an individual residential (R3) structure where a fire department access road is required as part of the project.~~

~~Temporary Water Supply. Water stored for firefighting purposes in an approved abovegrou tank during combustible construction.~~

~~Tree Litter. Any limbs, bark, branches, and/or leaves in contact with other vegetation or left gather on the ground.~~

~~Weeds. All weeds growing upon streets or private property in the jurisdiction, including any of the following:~~

1. ~~Weeds that bear seeds of a fluffy nature or are subject to flight.~~
2. ~~Sagebrush, chaparral (including Chamise, Coyote Brush/Greasewood, Brooms and Buckwheat), and any other brush or weeds that attain such large growth a become, when dry, a fire menace to adjacent improved property.~~
3. ~~Weeds that are otherwise noxious or dangerous.~~
4. ~~Poison oak and poison sumac when the conditions of growth constitute a mena to public health.~~
5. ~~Dry grass, brush, tree litter, litter, or other flammable materials that endanger th public safety by creating a fire hazard.~~

~~C.~~ Chapter 3, General Precautions Against Fire.

~~Section 304.1.2 is amended to read:~~

> ~~304.1.2 Vegetation. Hazards created by the growth of weeds, grass, vines, trees, or other growth capable of being ignited and endangering property shall be mitigated in accordance with Section 320.~~

~~Section 304.3.5 is added, to read:~~

304.3.5 Clothes Dryers. Clothes dryers shall be frequently cleaned to maintain the li trap, mechanical and heating components, vent duct, and associated equipment fre from accumulations of lint and combustible materials.

Section 308.1.4, Exception 1, is amended to read:

Exception 1. Residential Occupancies.

Section 324 is added to Chapter 3, to read:

SECTION 324 Exterior Hazard Control.

324.1 Subsurface Fires.

324.1.1 Peat Fire. It is the duty of each person, firm corporation, or association not t permit a peat fire or a fire involving combustible vegetable matters under the surface the natural ground to remain upon the property. It is hereby declared that it is the du any person as herein defined to take all necessary precautions to extinguish any subsurface fire involving peat or vegetable material at the owner's own cost and expense.

324.1.2 Fire Suppression Costs. If there exists upon the lands or property of any person as herein defined a subsurface fire involving the burning or combustion of peat, vegetable matter, or vegetation, and the owner or occupant thereof has not taken reasonable precautions within a reasonable time to extinguish or minimize su fire or combustion, the Fire District may, in addition to its regular duties to extinguish or minimize such fire or combustion, go upon the lands of any person as herein defined and extinguish such fire or combustion. Any costs incurred by the Fire Distr in fighting the fire and for the cost of proving rescue or emergency medical services shall be a charge against the property owner. The charge shall constitute a debt of the property owner and is collectable by the jurisdiction incurring those costs in the same manner as in the case of an obligation under a contract, express or implied. (See Health and Safety Code, §13009.)

Section 325 is added to Chapter 3, to read:

SECTION 325 Automobile Wrecking Yards,

325.1 General. The operation of automobile wrecking yards shall be in accordance v this section.

325.2 Definitions. The following terms are defined in Chapter 2:

Automobile Dismantling

Automobile Wrecking Yard

325.3 Requirements.

~~325.3.1 Permits. An operational Fire code permit is required as in Section 105.6.53.~~
~~325.3.2 Fire Apparatus Access Roads. Fire apparatus access roads shall be constructed throughout the site in accordance with this code and shall be maintaine clear of all vehicles and stored items.~~

~~325.3.3 Welding and Cutting. Welding and cutting operations shall be conducted in approved location, clear of all flammable liquids and combustible materials, includin weeds, tires, and all other debris.~~

~~325.3.4 Housekeeping. Combustible rubbish accumulated on site shall be collected stored in approved containers, rooms, or vaults of noncombustible materials. Combustible vegetation, cut or uncut, shall be removed when determined by the fire code official to be a fire hazard.~~

~~325.3.5 Fire Protection. Offices, storage buildings, and vehicles used for site operati shall each be provided with at least one portable fire extinguisher with not less than A: 40-B-C rating. When required by the fire code official, additional fire extinguishers shall be provided.~~

~~325.3.6 Tire Storage. Tires shall be stored in racks or in a manner as approved by tl fire code official.~~

~~325.3.6.1 Distance from Water Supply. Tire storage shall be located on-site and no further than 500 feet from a fire hydrant or an approved water supply as determined the fire code official.~~

~~325.3.7 Storage Piles. Storage piles shall be located a minimum of 20 feet from prop lines and shall have an unobstructed access road on all sides of not less than 20 fe~~

~~325.3.8 Burning Operations. The burning of salvaged vehicles and salvaged or wast materials is prohibited.~~

~~325.3.9 Motor Vehicle Fluids. Motor vehicle fluid shall be drained from salvaged vehicles when such liquids are leaking onto the ground and prior to dismantling or removing engine/motor parts.~~

~~325.3.9.1 Mitigation of Leaking Fluids. Precautions shall be taken to prevent fluids fr salvaged vehicles from leaking onto the ground. Supplies or equipment capable of mitigating leaks from fuel tanks, crankcases, brake systems, and transmissions shal kept available on site. Single-use plugs, diking, and absorbent materials shall be disposed of as hazardous waste and removed from the site in a manner in accordar with federal, state, and local requirements.~~

~~325.3.10 Fuel Tanks. Fuel tanks of salvaged vehicles shall be emptied of all flamma (gasoline, diesel) fuels in an approved manner and stored in approved tanks.~~

~~325.3.10.1 Repair of Vehicle Fuel Tanks. The repair of fuel tanks, including cutting, welding, or drilling of any kind is prohibited.~~

~~325.3.11 Lead Acid Batteries. Lead acid batteries shall be removed from all salvage vehicles and stored in an approved manner in a location approved by the fire code official.~~

~~D.~~ Chapter 4, Emergency Planning and Preparedness.

Section 401.5 is added to read:

401.5.1 Nuisance Fire Alarm fee. A fee may be charged for false and/or nuisance fir alarms in accordance with a fee schedule adopted by the Board of Directors.

Section 401.10 is added to read:

401.10 Aerial Pre-Plans. For all new construction the fire official is authorized to req a fire aerial pre-plan to be prepared by an approved vendor at the cost of the develo

Section 401.11 is added to read:

401.11 Standby Personnel. Where, in the opinion of the fire code official or Fire Chi is essential for public safety in a place of assembly, or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition, display, contest, or activity, the owner, agent, or lessee shall provide star personnel as required and approved by the fire code official or Fire Chief. If the activ requires fire watch, fire watch shall be provided in accordance with Sections 403.11. and 403.11.1.2 Standby personnel needed for EMS standby shall be provided in accordance with Contra Costa County EMS Protocols.

~~E.~~ Chapter 5, Fire Service Features.

Section 503.1.1 is amended to read:

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall b provided for every facility, building or portion of a building hereafter construc or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 fe all portions of the facility and all portions of the exterior walls of the first story the building as measured by an approved route around the exterior of the buil or facility.

Exceptions:

1. ***The fire code official is authorized to increase the dimension to 250 f where the building is equipped throughout with an approved automa sprinkler system installed in accordance with section 903.3.1.1, 903. 3.1.2 or 903.3.1.3.***

2. ***Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.***

Section 503.1.4 is added to read:

503.1.4 Access to Open Spaces. When access to open land or space, or to fire trail systems maintained for public or private use, is obstructed by new development of a kind, the developer shall provide alternate acceptable access into the area that is sufficient to allow access for fire personnel and apparatus. The alternate means of access must be approved by the fire code official.

Section 503.1.5 is added to read:

503.1.5 Existing Fire Trail Systems Shall Be Maintained. When conditions make maintenance of existing trails impractical, alternate means of access shall be provid and requires approval by fire code official.

Section 503.2.1 is amended by adding the following exception:

Exception: A minimum sixteen (16) foot wide driveway is acceptable for access to one or tw single-family dwellings.

Section 505.3 is added to read:

505.3 Street names and addressing. Street names and addressing shall be submitte for review and approval to the fire code official, whose approval will not be unreasor withheld. The purpose of the review is to verify that new street names and addressir will not duplicate existing street names and addressing.

Section 506.2.1 is added to read:

506.2.1 Knox Box upgrade. All current businesses and occupancies with curr Knox Boxes shall upgrade their lockbox to the eCore Technology by Decembe 31, 2028.

~~F. Chapter 6, Building Services and Systems.~~

~~Section 605.3.1 is added to read:~~

~~605.3.1 Spark Arrestors. All chimneys attached to any appliance or fireplace that bu solid fuel shall be equipped with an approved spark arrestor per CBC 2113.9.2~~

~~H.~~ Chapter 9, Fire Protection Systems.

Section 901.6.3 is amended to read:

901.6.3 Records. Records of all system inspections, tests, and maintenance require the reference standards shall be submitted to a third-party electronic record keeping service as chosen by the fire district.

~~Section 902 is amended to add:~~

~~Substantial Addition or Expansion.~~

Section 902.1 is amended to add:

Substantial Addition. The addition of new gross floor area exceeds fifty percent of th existing gross floor area, and the total new gross floor area is 5,000 square feet or greater.

Substantial Alteration. Where fifty percent or greater of the linear length of the wall c the building (exterior and interior) and fifty percent of the roof area removed or repla within a one- year period.

Section 903.2.1.1 is amended to read:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The fire area exceeds 5000 square feet.

2. The fire area has an occupant load of 300 or more.

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

4. The fire area contains a multi-theater complex.

Section 903.2.1.3 is amended to read:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for fire areas containing Group A-3 occupancies and intervening floors of the building where one the following conditions exists:

1. The fire area exceeds 5,000 square feet.

2. The fire area has an occupant load of 300 or more.

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

4. The structure exceeds 10,000 square feet, contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings fire walls of less than four-hour fire resistance rating without openings.

Section 903.2.1.4 is amended to read:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for fire areas containing Group A-4 occupancies and intervening floors of the building where one the following conditions exists:
1. The fire area exceeds 5,000 square feet.

2. The fire area has an occupant load of 300 or more.

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.2 is amended ~~in its entirety,~~ to read:

903.2.2 Group B. An automatic sprinkler system shall be provided for Group occupancies and intervening floors of the building where the fire area exceeds 5, square feet.

~~903.2.2.1 Ambulatory care facilities. An automatic sprinkler system shall be insta throughout the entire floor containing an ambulatory care facility where either of following conditions exist at any time:~~

1. ~~Four or more care recipients are incapable of self-preservation.~~
2. ~~One or more care recipients that are incapable of self-preservation are locate other than the level of exit discharge serving such a facility.~~
3. ~~In buildings where ambulatory care is provided on levels other than the level exit discharge, an automatic sprinkler system shall be installed throughout th entire floor as well as all floors below where such care is provided, and all flo between the level of ambulatory care and the nearest level of exit discharge, level of exit discharge, and all floors below the level of exit discharge.~~

~~Exception: Floors classified as an open parking garage are not required to be sprinklered.~~

Section 903.2.9.1 is amended to read:

Exception: Floors classified as an open parking garage are not required to be sprinklered.

Section 903.2.3 is amended to read:

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 2,000 square feet in area.

Exception: An automatic sprinkler system is not required in any Group E Day Care Facility less than 5,000 square feet

2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

   Exception: In buildings where every classroom has not fewer than one exterior door at ground level, an automatic sprinkler system is not required in any area be the lowest level of exit discharge serving that area.

3. The Group E fire area has an occupant load of 300 or more.

4. In rooms or areas with special hazards such as laboratories, vocational shops, a other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.

5. 5. Throughout any Group E structure greater than 4,000 square feet in area, wh contains more than one fire area, and which is separated into two or more buildi by fire walls of less than 4•hour fire resistance rating without openings.

6. For public school state-funded construction projects, see Section 903.2.19.

7. For public school campuses, Kindergarten through 12th grade, see ***Section 903.2.20***

Section 903.2.4 is amended ~~in its entirety~~ to read:

903.2.4 Group F.

903.2.4. Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet.

2. A Group F-1 fire area is located more than three stories above grade plane.

3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.

4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeding 2,500 square feet ***(232 m2)***.

Section 903.2.4.4 is added to read:

903.2.4.4 Group F-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-2 occupancy greater than 5,000 square feet.

Section 903.2.7 is amended to read:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildi containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5,000 square feet.

2. A Group M fire area is located more than three stories above grade plane.

3. The combined area of all Group M fire areas on all floors, including any mezzanin exceeds 10,000 square feet.

4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet.

5. The structure exceeds ~~10,000~~ ***5,000*** square feet, contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls less than 4-hour fire-resistance rating without openings.

~~Section 903.2.8 is amended to read:~~

~~903.2.8 Group R. An automatic sprinkler system installed in accordance with Sec 903.3 shall be provided throughout all Group R occupancies. An automatic sprin system shall be installed in new manufactured homes, new mobile homes, multifamily manufactured homes with two dwelling units, including those located mobile home parks, in accordance with Title 25 of the California Code of Regulation~~

Section 903.2.8.1.1 is amended to read:

903.2.8.1.1 Group R-3 Substantial Addition or Expansion. An automatic sprinkler system shall be provided throughout all existing Group R-3 dwellings where either a substantial addition or alteration occurs.

Section 903.2.9 is amended to read:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet.

2. A Group S-1 fire area is located more than three stories above grade plane.

3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.

4. A Group S-1 occupancy used for the storage of ~~upholstered furniture or mattresse~~ ~~exceeding 2,500 square feet.~~ ***commercial motor vehicles where the fire area exceeds 5,000 square feet.***

Section 903.2.9.1 is amended to read:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughc all buildings used as repair garages in accordance with Section 406.8 of the Californ Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, wi fire area containing a repair garage exceeding 5,000 square feet.

2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet.

3. Buildings with repair garages servicing vehicles parked in basements.

4. A Group S-1 fire area used for the repair of commercial motor vehicles where the area exceeds 5,000 square feet.

Section 903.2.10***.1*** is amended ~~in its entirety~~ to read:

~~903.2.10 Group S-2.~~

903.2.10.1 Group S-2 parking garages. An automatic sprinkler system shall be prov throughout buildings classified as ~~enclosed~~ parking garages ~~in accordance with Sec 406.6 of the California Building Code~~ where either of the following conditions exists:

1. Where the fire area of the enclosed garage***, in accordance with Section 406.6 c the California Building Code,*** exceeds 5,000 square feet.

2. Where the enclosed parking garage***, in accordance with Section 406.6 of the California Building Code,*** is located beneath other ~~occupancy~~ groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

3. Where the fire area of the open parking garage, in accordance with Section 406.5 the California Building Code, exceeds 48,000 square feet.

Section 903.2.10.3 is added to read:

~~Section~~ 903.2.10.3 Group S-2 Low Hazard Storage. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy exceed 5,000 square feet.

Exception: Open parking garages, including canopies and photovoltaic panel systen with open parking underneath, shall meet automatic sprinkler system requirements i accordance with the ~~2022~~***2025*** California Building Code and ~~2022~~***2025*** California Fi Code without local amendment.

Section 903.3.1.1.4 is added to read:

903.3.1.1.4 Undeclared Use. In buildings of undeclared use with floor to structure height greater than 14 feet, the fire sprinkler system shall be designed to conform to Extra Hazard Group I design density. In buildings of undeclared use with floor to structure height less than .14 feet, the fire sprinkler system shall be designed to con to Ordinary Group II design density. Where a subsequent occupancy requires a syst with greater capability, it shall be the responsibility of the owner ‘and/or the occupan upgrade the system.

~~Section 903.3.1.3 is amended to read:~~

~~903.3.1.3 Sprinkler Systems for One- and Two- family dwellings. Automatic sprinkle systems for one- and two- family dwellings shall be permitted to be installed in accordance with sections 903.3.1.3.1~~

~~903.3.1.3.1 Pipe limitations. Where CPVC pipe is installed above the insulation or is otherwise located in an unconditioned space, such as in an attic space, or a garage without conditioned living space above, CPVC pipe shall be adequately insulated to minimum of R-19 value, or equivalent, or pipe shall be limited to Type K or L copper ferrous piping.~~

Section 903.3.5.3 is added to read:

903.3.5.3 Non-permissible Water Supply ~~Storage. Swimming pools and ponds shall be considered water storage for the purposes of Section 903.3.5.~~ ***for Automatic Sprinkler Systems. Water Supply for automatic sprinkler systems shall not be supplied by swimming pools or ponds.***

Section 903.3.9 is amended to read:

903.3.9. Floor control valves. Individual floor control valves and waterflow detection assemblies shall be provided for each floor in multi-floor buildings at an approved location.

Exception: Group R-3 and R-3.1 Occupancies.

~~Section 903.4.2 is amended to read:~~

~~903.4.2 Alarms. One approved audible and visual device shall be connected to ever automatic sprinkler system at an approved location. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler o smallest orifice size installed in the system. Audible and visual alarm devices shall b provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the buil fire alarm system.~~

Section 903.6.1 and 903.6.2 are added to read:

903.6.1 Substantial Addition ~~or Expansion~~. An automatic sprinkler system shall be provided throughout all existing ***R-3 Occupancy*** buildings where a substantial addit ~~or expansion~~ occurs, and the total ~~fire~~ ***gross floor*** area of the structure exceeds 5,0 square feet. Group R-3 substantial additions or ~~expansions~~ ***alterations*** shall comply with Section 903.2.8.1***.1***.

903.6.2 Change of occupancy classification. Any existing building that undergoes a change of occupancy classification into a higher hazard category shall comply with t requirements of Section 903.2. Relative hazard categories of occupancy groups sha established based upon the Heights and Areas Hazard Categories of Table ~~912.5~~ ***1011.5*** of the current edition of the International Existing Building Code, as publishe the International Code Council. The requirements of Section 903.2 shall not be requ when a change of occupancy classification is made to an equal or lesser hazard category. Group L occupancies shall be considered a relative hazard of 1 (highest hazard). ~~R-3 occupancies shall be considered a relative hazard of 4 (lowest hazard)~~

~~Section 907.4.4 is added to read:~~

~~907.4.4 Monitoring of other fire systems. In buildings equipped with a fire alarm syst or sprinkler alarm and supervisory service (SASS) system, where other fire suppres or extinguishing systems are installed in the building (including but not limited to commercial kitchen suppression systems, pre-action fire suppression systems, dry chemical systems, and clean agent systems), these other suppression systems sha monitored by the SASS dedicated function fire alarm system and transmitted as a specific signal to the Central Station. The system shall be monitored in compliance Section 907.6.5.~~

~~Section 907.5.2.3.1 is amended to read:~~

~~907.5.2.3.1 Public and common areas. Visible alarm notification appliances shall be provided in public use areas and common use areas, including but not limited to:~~

~~1. Sanitary facilities including restrooms, bathrooms, shower rooms and locker room~~

~~2. Corridors, hallways, aisles with shelving and/or fixtures obstructing the required li intensity for that area.~~

~~3. Music practice rooms.~~

4. Band rooms.

5. Gymnasiums.

6. Multipurpose rooms.

7. Occupational shops.

8. Occupied rooms where ambient noise impairs hearing of the fire alarm.

9. Lobbies.

10. Meeting/Conference rooms.

11. Classrooms.

12. Medical exam rooms.

13. Open office areas.

14. Sales floor areas.

15. Break or lunch rooms.

16. Copy or work rooms.

17. Computer server rooms exceeding 200 sq. ft.

18. File or Storage rooms exceeding 200 sq. ft.

Section 907.6.6 is amended to read:

907.6.6 Monitoring of fire alarm systems. A fire alarm system required by this chapte
or by the California Building Code, shall be monitored by a UL-listed Central Station
service in accordance with NFPA 72 and this code.

Exception: Monitoring by a UL listed central station is not required for:

1. Single and multiple station smoke alarms required by section 907.2.11.

2. Group I-3 occupancies shall be monitored in accordance with section 907.2.6.3.4

3. Residential Day Care Facilities (occupancy load of 14 or less).

4. One- and two- family dwellings.

5. Residential Care Facilities licensed by the state with an occupant load of 6 or less

~~6. Occupancies with a local fire alarm system that will give an audible and visible sig at a constantly attended location, as approved by the Fire Code Official.~~

~~Section 907.6.7 is added to read:~~

~~907.6.7 Certification. New fire alarm systems shall be UL-Certified. A Certificate of Completion and other documentation as listed in NFPA 72 shall be provided for all n fire alarm system installations. It is the responsibility of the building owner or owner's representative to obtain and maintain a current and valid Certificate.~~

~~Section 907.6.7.1 is added to read:~~

~~907.6.7.1 Posting of Certificate. The UL Certificate shall be posted in a durable transparent cover within three feet of the fire alarm control panel within 45 days of th final acceptance test/inspection.~~

~~I. Chapter 10, Means of Egress.~~

~~Section 1028.5.1 is added to read:~~

~~1028.5.1 Exit discharge surface. Exterior exit pathway surfaces shall be suitable for pedestrian use in inclement weather and shall terminate at a public way as defined i the California Building Code.~~

~~J.~~ Chapter 33, Fire Safety During Construction and Demolition.

Section 3303.1.2 is added to read:

3303.1.2 Amendments. Amendments may be required to an approved site safety pla deemed necessary by both the building official and fire official, based on previous fir or hazards that occurred on site or occurring within the jurisdiction.

Section 3303.1.3 is added to read:

3303.1.3 Site Security Requirements. Site security requirements include the followir deemed necessary by both the building official and fire official:

1. Controlled access points

2. Site fencing, up to 12 feet in height with tamper sensors and security wires on top

3. Security guards, full-time 24/7 presence on-site, to perform fire watch and patrols

4. Detection check points located throughout the buildings for fire watch and patrol verification

5. Security camera coverage throughout the site with motion detection notifications

6. Identify measures taken to prevent tampering with security cameras and motion sensors

7. Necessary lighting throughout the project site

~~Section 3319 Asbestos Removal is added to read:~~

~~3319.1 General. Operations involving removal of asbestos or asbestos-containing materials from buildings shall be in accordance with Section 3319.~~

~~Exception: Section 3319 does not apply to the removal of asbestos from:~~

1. ~~Pumps, valves, gaskets and similar equipment.~~

2. ~~Pipes, ducts, girders or beams that have a length less than 21 linear feet (6400 r~~

3. ~~Wall or ceiling panels that have an area of less than 10 square feet (0.93 m2) or dimension of less than 10 linear feet (3048 mm).~~

- 4. ~~Floor tiles when their removal can be completed in less than four hours.~~

5. ~~Group R-3 occupancies.~~

~~3319.2 Notification. The fire code official shall be notified 24 hours prior to the commencement and closure of asbestos-removal operations. The permit applicant shall notify the building official when asbestos abatement involves the removal of materials that were used as a feature of the building's fire resistance.~~

~~3319.3 Plastic Film. Plastic film that is installed on building elements shall be flame resistant as required for combustible decorative material, in accordance with Sectior 807.~~

- ~~3319.4 Signs. Approved signs shall be posted at the entrance, exit and exit-access door, decontamination areas and waste disposal areas for asbestos-removal operations. The signs shall state that asbestos is being removed from the area, that asbestos is a suspected carcinogen, and that proper respiratory protection is require Signs shall have a reflective surface. Lettering shall be a minimum of2 inches (51 m high.~~

Chapter 41 Temporary Heating and Cooking Operations

Section 4104.2 is amended to read:

4104.2 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. ***Residential occupancies***
2. ***Where buildings, balconies and decks ae protected by an automatic sprink system.***
3. ***LP-gas cooking devices having LP-gas container with a water capacity not greater than 2 ½ pounds.***

~~K.~~ Chapter 50, Hazardous Materials – General Provisions.

Section 5001.5.1 is amended to add item 10 and 11 to read as follows:

~~10~~***1***. Fire Department related safety equipment

~~A~~***2***. Fire alarm control panel (FACP)

~~B~~***3***. Sprinkler riser

~~C~~***4***. Fire Department Connection (FDC)

~~D~~***5***. Knox Box location

~~E~~***6***. Gas valve shutoff

~~F~~***7***. Electrical main shutoff

~~G~~***8***. Water shutoff

~~H~~***9***. Elevator equipment room

10. A Site Fire/Explosion/Hazardous Material Release Analysis Assessment

11. ~~A Site Fire/Explosion/Hazardous material Release Analysis Assessment.~~ A Fire Protection engineer (FPE) stamped risk assessment is required for each possible hazard risk associated with fire, explosion, smoke, and toxicity associated with the possible incident at a facility that is identified as a bulk transfer/process/storage facil Refer to NFPA 550 & 551 for references.

Section 5001.5.3 is added to read:

5001.5.3 Emergency response support information. Floor plans, material safety data sheets, Hazardous Materials Management Plans (HMMP), Hazardous Material Inventory Statements (H~~M~~MIS), and other information must be stored at a readily accessible location, as determined by the fire code official. This location may be in cabinets located outside of facilities or buildings. Information may be required to be maintained in a specific electronic media format to facilitate computer aided dispatch

Section 5003.9.1.2 is added to read:

5003.9.1.2 Documentation. Evidence of compliance with provisions of this chapter as well as with state and federal hazardous material regulations shall be maintained on and available for inspection by fire department personnel.

~~L.~~ Chapter 56, Explosives and Fireworks.

Section 5601.1.3 is added to read:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use fireworks are prohibited ~~within the jurisdiction or District~~.

Exceptions:
1. Storage and handling of fireworks as allowed in Section 5604.
2. Manufacture, assembly and testing of fireworks as allowed in Section 5605 Health and Safety Code Division 11.
~~1.~~ ***3.*** The use of fireworks for fireworks displays, pyrotechnics before a proximate audience, pyrotechnic special effects in motion pictures, television, theatrical, or gro entertainment productions as allowed by Title 19, Division 1, Chapter 6 Fireworks reprinted in Section 5608 and ~~the~~ Health and Safety Code Division 11.

~~2. Snap caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.~~

Sections 5601.1.3 to 5601.1.3.3 are added to read:

5601.1.3.1 Definitions. "Responsible party" means any of the following:

1. ***A person that owns, rents, leases, or otherwise has possession of, or is in immediate control of, a residence or other private property or a vessel.***
2. ***A person that organizes, supervises, sponsors, conducts, allows, controls, controls access to, the possession, manufacture, sale, offer for sale, use, o discharge of fireworks at a residence or other private property or on a vess***

Exception: If a residence or other private property is rented or leased for a period of more than 30 consecutive days, the landlord or lessor is not a responsible party unless the landlord or lessor: has possession of, or is in immediate control of, the residence or other private property; or has

knowledge of the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at the residence or other private property.

5601.1.3.2 Responsible party liability. A responsible party shall maintain, mar and supervise the residence or other private property, or vessel, for which they are responsible to prevent violations of this chapter. A responsible party violates this chapter if any person possesses, manufactures, sells, offers to sell, uses, or discharges, any fireworks at the residence or other private property, or on the vesse for which the responsible party is responsible, regardless of whether the responsibl party is present when the violation occurs.

5601.1.3.3 Infraction arrest and citation. Any Fire Official and any City, Count State Peace Officer, shall have and are hereby vested with the authority to arrest an person who violates the following provisions of the Code and other codes and indicated, punishable as an infraction or an administrative citation.

Section 5601.2.2 is amended to read:

5601.2.2 Sale and retail display. ~~No person~~ ***Persons*** shall ***not*** construct a retail disp ***n***or offer for sale ~~any~~ explosives, explosive materials, or fireworks ***on highways, sidewalks, public property or in Group A or E occupancies*** within the jurisdictio

~~Exception: Snap Caps and Party Poppers classified by the State Fire Marshall as pyrotechnic devices.~~

Section 5601.2.4 is amended to read:

5601.2.4 Financial responsibility. Before a permit is issued pursuant to Section 5601 the applicant shall file with the jurisdiction a corporate surety bond in the principal su of $2,000,000 or a public liability insurance policy for the same amount, for the purp of the payment of all damages to persons or property which arise from, or are cause by, the conduct of any act authorized by the permit upon which any judicial judgmen results. The fire code official is authorized to specify a greater or lesser amount whe his or her opinion, conditions at the location of use indicated a greater or lesser amo is required. Government entities shall be exempt from this bond requirement.

Exception: Fireworks in accordance with California Code of Regulations, Title 19, Division 1 Chapter 6. See Section 5608.

Section 5601.9 is added to read:

5601.9 Prohibited and Limited Acts. The storage of explosive materials is prohibited any central business district and in all zoning districts except districts zoned for industrial or agricultural uses. In districts where the storage of explosive materials is permitted, the quantities of explosives and distances shall be in accordance with California Fire Code Section 5601.8.

~~M.~~ Chapter 57, Flammable and Combustible Liquids.

Section 5703.3~~.1~~ is added to read:

5703.3~~.1~~ Facility Site Fire/Explosion/Hazardous Material Release Analysis Assessm
A ~~f~~***F***ire Protection ~~e~~***E***ngineer (FPE) stamped risk assessment is required for each possible hazard risk associated with fire explosion, smoke, and toxicity associated w the possible incident at a facility that is identified as a bulk transfer/process/storage facility when required by the fire official. Refer to NFPA 550 & 551 for references.

Section 5704.2.9.6.1 is amended to read:

5704.2.9.6.1 Locations where above-ground tanks are prohibited. The storage of Cl and II liquids in above-ground tanks outside of buildings is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural uses.

Exception: ~~Protected a~~***A***bove-ground tanks for the purpose of emergency power generator installations in areas zoned commercial, industrial, agricultural, ~~central~~ business district, rural or rural residential, and for facilities on an individual b consistent with the intent of this provision. ~~Tank size shall not exceed 500 gallons (1892.706 L) for Class I or II liquids, or 1,000 gallons (3785.412 L) for Class III liquic~~

Section 5706.2.4.4 is amended to read:

5706.2.4.4 Locations where above-ground tanks are prohibited. ***The*** ~~S~~***s***torage of Cl and II liquids in above-ground tanks ***outside of buildings*** is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural use.

Exception: Above-ground tanks for the purpose of emergency power generat installations in areas zoned commercial, industrial, agricultural, business dist rural or rural residential, and for facilities on an individual basis consistent wi the intent of this provision.

~~N.~~ Chapter 58, Flammable Gases and Flammable Cryogenic Fluids.

Section 5806.2 is amended to read:

5806.2 Limitation. The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited in any area which is zoned for other than industrial

Exception: Liquid hydrogen fuel systems in compliance with section 5806.3 or 5806.

~~O. Chapter 61, Liquefied Petroleum Gases.~~

~~Section 6103.2.1.7 is amended in its entirety to read:~~

~~6103.2.1.7 Use for food preparation. Individual portable L-P containers used, stored, or handled inside a building classified as a Group A or Group B occupancy for the purposes c cooking, food display, or a similar use, shall be limited in size to one quart capacity and sh~~

be of an approved type. The number of portable containers permitted will be at the discreti the fire code official. LP-gas appliances used for food preparation shall be listed for such u accordance with the California Mechanical Code and NFPA 58.

Section 6104.2 is amended to read:
6104.2 Maximum capacity within established limits. The storage of liquefied petroleum gas prohibited in any central business district and in all zoning districts except districts zoned fo commercial, industrial, rural, or agricultural uses. The aggregate capacity of any one installation used for the storage of liquefied petroleum gas shall not exceed a water capaci 2,000 gallons (7570 L).

P. Chapter 80, Referenced Standards.

Chapter 80 is amended by adding the following referenced standards:

> NFPA 3 (2021): Recommended Practice for Commissioning of Fire Protection and L Safety Systems.
>
> NFPA 850 (2020): Recommended Practice for Fire Protection for Electric Generatin Plants and High Voltage Direct Current Converter Stations.

Chapter 80 is further amended by amending the NFPA 13D (2022) (Standard for the Installation of Sprinkler Systems in One- and Two- Family Dwellings and Manufactured Homes) standard as follows:

Section 7.7.1 is added to read:

7.7.1 Where CPVC pipe is installed above the normal insulation in an unconditioned space such as in an attic space, or a garage without conditioned living space above, CPVC pipe s be adequately insulated to a minimum R-19 value, or equivalent, or pipe shall be limited to Type K or L copper, or ferrous piping.

Section 8.3.5.1.2 is amended to read:

8.3.5.1.2 Where fuel-fired equipment is below or on the same level as occupied areas of th dwelling unit, at least one quick-response intermediate temperature sprinkler shall be insta above the equipment or at the wall separating the space with the fuel-fired equipment from occupied space. In unconditioned spaces, CPVC pipe shall be adequately insulated to a minimum R-19 value, or equivalent, or pipe shall be limited to Type K or L copper, or ferrou piping.

Q. Appendix B, Fire-Flow Requirements for Buildings.

Section B105.2 is amended to read:

TABLE B105.2
Required Fire-Flow for Buildings Other
Than One- and
Two-Family Dwellings, Group R-3 and R-4
Buildings and Townhouses

AUTOMATIC SPRINKLER SYSTEM (DESIGN STANDARD)	MINIMUM FIRE-FLOW (GALLONS PER MINUTE)	FLOW DURATION (HOURS)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the California Fire Code	50% of the value in Table B105.1(2)[a]	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the California Fire Code	50% of the value in Table B105.1(2)[a]	Duration in Table B105.1(2) the reduced flow rate

For SI~~I~~***J***: 1 gallon per minute= 3.785 Lim
a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

~~R.~~ Appendix C, Fire Hydrant Locations and Distribution.

Table C102.1 is amended as follows:

The title of Table C102.1 is amended to read:

TABLE C102.1 REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS (footnote h a J)

The heading of the fourth column of Table C102.1 to read:

MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT. (d,f,g,i)

Footnotes “i” and “j” are added to Table C102.1, to read:

1. A fire hydrant shall be provided within 250 feet of a fire trail access point off a public private street.

10. For infill projects within existing single-family residential developments, Section 507 applies.

~~S.~~ Appendix D, Fire Apparatus Access Roads.

Section D102.1 is amended to read:

> D102.1 Access and loading. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved apparatus access road with an asphalt, concrete, or other approved all-weather driv surface capable of supporting the imposed load of fire apparatus weighing at least ~~74,000~~***75,000*** pounds (~~34,473~~***34,050*** kg). ~~in accordance with CalTrans Design Stan HS-20-44.~~
>
> Exception: Driveways serving one or two single-family dwellings may be constructed an alternate surface material, providing the imposed weight load design minimums a met and the grade does not exceed 10 percent.

~~Section D103.1 is deleted in its entirety.~~

Section D103.2 is amended to read:

> D103.2 Grade. Fire department access roadways having a grade of between 16 per and 20 percent shall be designed to have a finished surface of grooved concrete sufficient to hold a 44,000-pound (19 958 kg) traction load. The grooves in the concr surface shall be 1/2 inch (13 mm) wide by 1/2 inch (13 mm) deep and 1 1/2 inch (38 mm) on center and set at a 30-to-45-degree angle across the width of the roadway surface. No grade shall exceed 20 percent, nor shall the cross slope exceed 8%, un authorized in writing by the fire code official.

Section D103.2.1 is added to read:

> D103.2.1 Angles of approach and departure. The angles of approach and departure any means of access shall not exceed 10 percent at 10 feet of the grade break.

Section D103.3 is amended to read:

> D103.3 Turning radius. Based on a minimum unobstructed width of 20 feet, a fire apparatus access roadway shall be capable of providing a minimum standard turnin radius of 25 feet (7620 mm) inside and 45 feet (13716 mm) outside.

Figure D103.1 is amended to read:

Figure D103.1

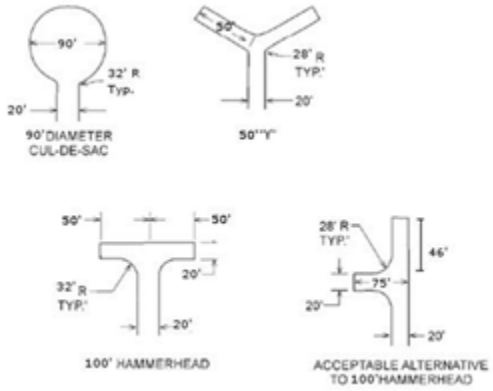


Figure D103.1 Dead-end Fire Apparatus Access Road Turnaround

Table D103.4 is amended to read:

Table D103.4 REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	MINIMUM WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20[a]	None required
151 - 750	20[a]	100-foot Hammerhead, SO-foot "Y", 75-foot Shunt or 90-foot- diameter cul-de-sac in accordance with figure D103.1
Over 750	Special approval required[b]	

a. A driveway with a minimum width of 16 feet is acceptable for access to no more than tw single-family dwellings.

b. Any fire apparatus access roadway or driveway that is approved to be less than 20 feet and to exceed 750 feet in length shall have outsets or turnouts every 300 feet along the ler of the road or driveway, or at locations approved by the fire code official. Each outset or tur shall be of the following dimensions: an 8-foot-wide turnout that extends at least 40 feet in length.

Section D103.5 is amended as follows:

Criteria 1 of Section D103.5 is amended to read:

1. The minimum clear width shall be 20 feet (6096 mm).

Exception: For access to one or two single-family dwellings, 16 feet clear width is acceptable.

Criteria 9 is added to Section D103.5 to read:

9. All gates shall be installed and located a minimum of 30 feet off the street.

Criteria 10 is added to Section D103.5, to read:

10. At the discretion of the Fire District, a Click2Enter system shall be installe emergency access.

Section D103.6 is amended to read:

D103.6 Signs, Where required by the fire code official, fire apparatus access roads shall be marked with permanent "NO PARKING—FIRE LANE" signs.

1. ***Roadways 20 feet wide. Fire lane signs shall be posted on both sides of th road.***
2. ***Roadways 21 to 28 feet wide. Fire lane signs shall be posted on one side o road, as determined by the fire code official.***
3. ***Emergency evacuation routes. As adopted by the local governing body as of the local emergency evacuation plan, fire lane signs shall be posted as designated by the fire code official, regardless of roadway width.***
4. ***Enforcement. Fire lane restrictions established under this section shall be enforceable by both the fire code official and local law enforcement. Local enforcement agencies are authorized to issue citations, order the removal vehicles, and take other enforcement actions necessary to maintain fire apparatus access roads clear of obstructions. Vehicles parked in violation this section may be cited and towed at the owner's expense.***

~~Section D103.6.1 is amended to read:~~

~~D103.6.1 Roads less than 28 feet in width. Fire apparatus access roads less than 2 feet wide shall be posted on both sides as fire lane.~~

~~Section D103.6.2 is amended to read:~~

~~D103.6.2 Roads 28 feet in width or greater, but less than 36 feet in width. Fire apparatus access roads 28 feet wide or greater, but less than 36 feet wide, shall be posted on one side of the road as a fire lane.~~

Section D106.1 is amended by deleting the exception and to read:

D106.1 Projects having more than 100 dwelling units. Multiple-family residential proj
having more than 100 dwelling units shall be provided with two separate and approv
fire apparatus access roads and shall meet the requirements of Section D104.3.

Section D106.2 is deleted in its entirety."

SECTION 9. CALIFORNIA WILDLAND-URBAN INTERFACE CODE

Chapter 15.21 of Title 15 of the City of Pittsburg Municipal Code is hereby added in
entirety to read as follows:

"Chapter 15.21
California Wildland-Urban Interface Code

Sections:

15.21.010 Adoption.
15.21.040 Amendments.
15.21.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the council adopts and enacts as the Wildland-Urban Interface of the city the 2025 Califo Wildland-Interface Code (CWUIC), California Code of Regulations, Title 24, Part 7, an Appendices (based on the 2024 International Wildland-Urban Interface Code publish by the International Code Council.)

B. One copy of the CWUIC is on file with the Building Division for use and examinati by the public, along with changes, additions and deletions relating to sections of the CWUIC as set forth in this chapter. In addition, all subsequent supplements to the CWUIC and related publications are adopted by reference.

15.21.040 Amendments.

Set forth below are the local amendments, additions, and deletions to the 2025 California Wildland-Urban Interface Code. Chapter and section numbers used herein those of the 2025 California Wildland-Urban Interface Code.

Section 1.1 – General

Section 1.1.2 (Purpose) of WUIC Chapter 1 (Administration) is amended to read:

> ***1.1.2 Purpose. The purpose of this code is to (1) establish minimum requirem to reduce the likelihood of life and property loss due to a wildfire through the of performance and prescriptive requirements for construction and developi in all Fire Hazard Severity Zones in State Responsibility Areas (SRA), and L Responsibility Areas (LRA) designated as a Very High and High Fire Ha Severity Zone, (2) increase the ability of buildings located in any Fire Ha Severity Zone within State Responsibility Areas (SRA), Local Responsibility /***

(LRA), or Wildland-Urban Interface (WUI) Areas to resist the intrusion of flame ~~burning~~ embers projected by a ~~vegetation~~ fire, and (3) contribute to a systen reduction in conflagration losses and reduce the likelihood of life and property due to a wildfire.

SECTION 101—SCOPE AND GENERAL REQUIREMENTS

Section 101.1 (Title) of WUIC Chapter 1 (Administration) is amended to read:

101.1 Title. These regulations shall be known as the California Wildland-U Interface Code of Contra Costa County, the Crockett-Carquinez Fire Protec District, and the Contra Costa County Fire Protection District hereinafter refe to as "this code."

Section 101.3.1 (Application) of WUIC Chapter 1 (Administration) is amended to read

101.3.1 Application. New buildings and structures with residential, commer educational, institutional or similar occupancy type use, which shall be referre in this code as "applicable buildings," as well as new buildings and struct accessory to those applicable buildings, located in any of the following:

A. All lands designated by the State Board of Forestry and Fire Protectio State Responsibility Area (SRA).

B. Lands in Local Responsibility Area (LRA) identified by the State Fire Mar as High or Very High Fire Hazard Severity Zone.

C. Land designated as a High or Very-High Fire Hazard Severity Zone by c and other local agencies.

D. Land designated as a Wildland-Urban Interface Area by cities and other l agencies.

Exceptions:
1. Group U occupancy accessory buildings of any size located at leas feet (15 240 mm) from an applicable building on the same lot.

2. Group U occupancy agricultural buildings, as defined in Section 202 o California Building Code of any size located at least 50 feet (15 240 mm) f an applicable building.

3. Group C occupancy special buildings conforming to the limitat specified in Section 450.4.1 of the California Building Code.

4. New accessory buildings and miscellaneous structures specifie Section 504.11 shall comply only with the requirements of that section.

Section [A]101.5 (Additions or Alterations) of WUIC Chapter 1 (Administratior amended to read:

[A] 101.5 – Additions or alterations.

A. Additions or alterations shall be permitted to be made to any existing buil or structure without requiring the existing building or structure to comply witl requirements of this code, provided that the addition or alteration conforms t applicable requirements of this code that apply to a new building or structure.

Exceptions:

1. ***The existing building or structure must meet any provisions of this cod that expressly apply to an existing building or structure retroactively.***

2. ***If a substantial addition or substantial alteration is made to any existing building or structure, the existing building or structure, and the substar addition or substantial alteration, must comply with all requirements of code.***

B. Additions or alterations shall not be made to an existing building or struc that will cause the existing building or structure to be in violation of any o provisions of this code, nor shall such additions or alterations cause the exis building or structure to become unsafe. An unsafe condition shall be deeme have been created if an addition or alteration: (a) will cause the existing buildir structure to become structurally unsafe or overloaded; (b) will not pro adequate access in compliance with the provisions of this code or will obs existing exits or access; (c) will create a fire hazard; (d) will reduce required resistance; or (e) will otherwise create conditions dangerous to human life.

Section 202 (Definitions) of WUIC Chapter 2 (Definitions) is amended by adding following two new definitions, to read:

Substantial Addition. Any change to an existing building or structure that m both of the following criteria:

(a) adds gross floor area that exceeds fifty percent of the gross floor are the existing building or structure; and

(b) results in the building or structure and the addition having a comb new gross floor area of 5,000 square feet or more.

Substantial Alteration. Any change to an existing building or structure that m both of the following criteria within a one-year period:

(a) The removal of fifty percent or more of the linear length of any interi exterior wall of the building or structure; and

(b) The removal and replacement of fifty percent or more of the area o building or structure's roof.

Section 508 (Non-Combustible Fences in Wildland-Urban Interface Areas.

Section 508 is added to read:

Section 508 - Non-Combustible Fences in Wildland-Urban Interface Fire Area added to Chapter 5 (Special Building Construction Regulations), to read:

508.1 Scope. ~~This section applies to:1.~~ Unless an exception applies, new reside subdivisions must satisfy the fencing requirements of Sections 508.2 and 508 the subdivision meets both of the following criteria: (a) the subdivision include or more dwelling units; and (b) any portion of the subdivision is located with abuts a designated Wildland-Urban Interface Area.

508.2 General Requirement. All fencing regulated by this section shal constructed of non-combustible materials, or materials approved for a mini one-hour fire-resistance rating. For purposes of this requirement, fencing inclu fence posts, rails, pickets, panels, post caps, gates, decorative features, appurtenances.
508.3 Location.

~~1~~A. If a lot or any portion of a lot is located within a Wildland-Urban Interface A all perimeter fencing within that lot and all fencing within 30 feet of a structur that lot or an adjacent lot shall comply with Section 508.2.
~~2~~B. Any fencing that abuts a Wildland-Urban Interface Area shall comply Section 508.2, even if the lot on which the fencing is located is not with Wildland-Urban Interface Area.
~~3~~C. Any fencing located within five feet of a structure on any lot must comply Section 508.2, regardless of whether any portion of the lot is located withi adjacent to a Wildland-Urban Interface Area.

508.4 Exception. Temporary fencing for construction or erosion control is required to comply with this Section 508, provided it is removed within 180 da installation.

SECTION 10. GREEN BUILDING STANDARDS CODE

Chapter 15.22 of Title 15 of the City of Pittsburg Municipal Code is hereby repealed adopted to read as follows:

"Chapter 15.22
Green Building Standards Code

Sections:

15.22.010 Adoption.
15.22.020 Violation – Penalty.

15.22.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the green building code of the city the ~~2022~~***2025*** California Green Building Standards Code (CGBSC), California Code of Regulations, Title 24, Part 1 published by the California Building Standards Commission).

B. One copy of the CGBSC is on file with the Building Division for use and examination by public, along with changes, additions and deletions relating to sections of the CGBSC as s forth in this chapter. In addition, all subsequent supplements to the CGBSC and related publications are adopted by reference.

15.22.020 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the cour jail for not more than six months, or both."

SECTION 11. CALIFORNIA RESIDENTIAL CODE

Chapter 15.26 of Title 15 of the City of Pittsburg Municipal Code is hereby repealed adopted to read as follows:

"Chapter 15.26
California Residential Code

Sections:
15.26.010 Adoption.
15.26.020 Violation – Penalty.

15.26.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the residential code of the city the ~~2022~~***2025*** California Residential Code (CRC), California Code of Regulations, Title 24, Part 2.5 (based upon the ~~2021~~***2024*** International Residential Code as published by the International Code Council).

B. One copy of the CRC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CRC as set f in this chapter. In addition, all subsequent supplements to the CRC and related publication are adopted by reference.

15.26.020 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the cour jail for not more than six months, or both."

SECTION 12. CALIFORNIA MECHANICAL CODE

Chapter 15.28 of Title15 of the City of Pittsburg Municipal Code is hereby repealed a adopted to read as follows:

"Chapter 15.28
California Mechanical Code

Sections:

15.28.010 Adoption.
15.28.020 Applicant qualifications – Mechanical permit.
15.28.030 Adoption, Appendix Chapter 1, Administration.
15.28.040 Amendments, additions and deletions to the mechanical code.
15.28.050 Violation – Penalty.

15.28.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the mechanical code of the city the ~~2022~~ ***2025*** California Mechanical Code (CMC), California Code of Regulations, Title 24, Part 4, and Appendices (based on the ~~2021~~ ***2024*** Uniform Mechanical Code published by the International Associa of Plumbing and Mechanical Officials).

B. One copy of the CMC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CMC as set f in this chapter. In addition, all subsequent supplements to the CMC and related publication are adopted by reference.

15.28.020 Applicant qualifications – Mechanical permit.

No permit shall be issued to any person to do or cause to be done any mechanical installat or related work regulated by this chapter unless such applicant qualifies under one of the following conditions:

A. Applicant possesses a valid, unexpired, and unrevoked mechanical contractor's license issued to him or her under the applicable provisions of the Business and Professions Code the state; or

B. Applicant is the bona fide owner of the premises, which premises consists of a single-fa dwelling, duplex or single unit in a condominium complex used exclusively for living purpos and all accessory buildings thereto; provided, that the owner or a member of his/her immec family shall perform all labor pursuant to the permit.

15.28.030 Adoption, Appendix Chapter 1, Administration.

Appendix Chapter 1, Administration, ~~2022~~***2025*** California Building Code (Code of Regulatio Title 24, Part 2, Volume 2) is hereby adopted as the administrative chapter for the mechani code for the city of Pittsburg.

15.28.040 Amendments, additions, and deletions to the mechanical code.

Set forth below are the local amendments, additions, and deletions to the ~~2022~~***2025*** Califor Mechanical Code. Chapter and section numbers used herein are those of the ~~2022~~***2025*** California Mechanical Code.

Appendix Chapter 1 is hereby adopted as the administrative chapter for this code. Reference is made to the Appendix Chapter 1, Administration, of the ~~2022~~***2025*** California Building Code, which is based on the ~~2021~~***2024*** International Building Code as published b the International Code Conference and amended by the city of Pittsburg. Where there is a conflict between administrative requirements of each code, the administrative requirements the building code shall prevail.

Section 101.0, Title. The first sentence of Section 101.1 is hereby amended to read:

Section 101.1 This ordinance may be cited and shall be known as the “Mechanical Code of City of Pittsburg.”
Section 104.5, Permit Issuance, is hereby amended to read:

Section 104.5.1 Applicant Qualifications. No permit shall be issued to any person to do or cause to be done any plumbing work regulated by this chapter unless such applicant qualif under one of the following:

A. Applicant possesses a valid, unexpired, and unrevoked plumbing contractor’s license iss to him/her under the applicable provisions of the Business and Professions Code of the sta or

B. Applicant is the bona fide owner of the property, which property consists of a single-fam dwelling, duplex or single unit in a condominium complex used exclusively as a dwelling, a all accessory buildings thereto; provided, that the owner or a member of his/her immediate family shall perform all labor pursuant to the permit.

Section 203, Definition of Terms, is hereby amended to read:

ADMINISTRATIVE AUTHORITY shall mean the City Building Official of the City of Pittsbur his or her duly authorized representative.

“CITY OF” or “THE CITY” shall refer to the City of Pittsburg as the text may require.
“CITY COUNCIL” shall refer to the City Council of the City of Pittsburg.

15.28.050 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the cour jail for not more than six months, or both."

SECTION 13. CALIFORNIA PLUMBING CODE

Chapter 15.28 of Title 15 of the City of Pittsburg Municipal Code is hereby repealed adopted to read as follows:

"Chapter 15.32
California Plumbing Code

Sections:

15.32.010 Adoption.
15.32.020 Permit – Applicant qualifications – Plumbing permit.
15.32.030 Backflow prevention valve.
15.32.040 Adoption, Appendix Chapter 1, Administration.
15.32.050 Amendments, additions, and deletions to the Uniform Plumbing Code.
15.32.060 Violation – Penalty.

15.32.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the plumbing code of the city the ~~2022~~***2025*** California Plumb Code (CPC), California Code of Regulations, Title 24, Part 5, and Appendices (based on th ~~2021~~***24*** Uniform Plumbing Code published by the International Association of Plumbing an Mechanical Officials).

B. One copy of the CPC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CPC as set fo in this chapter. In addition, all subsequent supplements to the CPC and related publication are adopted by reference.

15.32.020 Permit – Applicant qualifications – Plumbing permit.

No permit shall be issued to any person to do or cause to be done any plumbing work regulated by this chapter unless such applicant qualifies under one of the following:

A. Applicant possesses a valid, unexpired, and unrevoked plumbing contractor's license iss to him or her under the applicable provisions of the Business and Professions Code of the state; or

B. Applicant is the bona fide owner of the premises, which premises consists of a single-fa dwelling, duplex or single unit in a condominium complex used exclusively for living purpos and all accessory buildings thereto; provided, that the owner or a member of his/her immed family shall perform all labor pursuant to the permit.

15.32.030 Backflow prevention valve.

All buildings and structures shall be protected from backflow of sewage by installing an approved type of backflow valve or device installed at the required sewer cleanout on the l end of the building drain. The installation of this device shall be approved by the building official.

15.32.040 Adoption, Appendix Chapter 1, Administration.

Appendix Chapter 1, Administration, ~~2022~~***2025*** California Building Code (Code of Regulati Title 24, Part 2, Volume 2) is hereby adopted as the administrative chapter for the building codes for the city of Pittsburg.

15.32.050 Amendments, additions, and deletions to the Uniform Plumbing Code.

Set forth below are the local amendments, additions, and deletions to the ~~2022~~***2025*** Califo Plumbing Code. Chapter and section numbers used herein are those of the ~~2022~~***2025*** California Plumbing Code.

Reference is made to the Appendix Chapter 1, Administration, of ~~2022~~***2025*** California Build Code, which is based on the ~~2021~~***2024*** International Building Code as published by the International Code Conference and amended by the city of Pittsburg. Where there is a con between administrative requirements of each code the administrative requirements of the building code shall prevail.
Section 101.0, Title. The first sentence of Section 101.0 is hereby amended to read:

> Section 101.0, Title. This ordinance may be cited and shall be known as the “Plumb Code of the City of Pittsburg.”

Section 103.3, Permit Issuance, is hereby amended to read as follows:
Section 103.3 Permit Issuance.

> 103.3.1 Applicant Qualifications. No permit shall be issued to any person to do or ca to be done any plumbing work regulated by this chapter unless such applicant qualif under one of the following:
>
> C. Applicant possesses a valid, unexpired and unrevoked plumbing contractor’s lice issued to him/her under the applicable provisions of the Business and Professions C of the state; or
>
> D. Applicant is the bona fide owner of the property, which property consists of a sing family dwelling, duplex or single unit in a condominium complex used exclusively as dwelling, and all accessory buildings thereto; provided, that the owner or a member his/her immediate family shall perform all labor pursuant to the permit.

Section 203, Definition of Terms, is amended by adding:

ADMINISTRATIVE AUTHORITY shall mean the City Building Official of the City of Pittsburg or his or her duly authorized representative.

“CITY OF” or “THE CITY” shall refer to the City of Pittsburg as the text may require.

“CITY COUNCIL” shall refer to the City Council of the City of Pittsburg.

15.32.060 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the cour jail for not more than six months, or both.”

SECTION 14. CALIFORNIA EXISTING BUILDING CODE

Chapter 15.60 of Title15 of the City of Pittsburg Municipal Code is hereby repealed a adopted to read as follows:

“Chapter 15.60
California Existing Building Code

Sections:

15.60.010 Adoption.
15.60.020 Violation – Penalty.
15.60.010 – Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the existing building code of the city the ~~2022~~***2025*** Existing Building Code (CEBC), California Code of Regulations, Title 24, Part 10 (based upon portio of the ~~2021~~***2024*** International Existing Building Code published by the International Code Council).

B. One copy of the CEBC is on file with the Building Division for use and examination by th public, along with changes, additions and deletions relating to sections of the CEBC as set forth in this chapter. In addition, all subsequent supplements to the CEBC and related publications are adopted by reference.

15.60.020 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the cour jail for not more than six months, or both.”

SECTION 15. CALIFORNIA ENERGY CODE

Chapter 15.64 of Title15 of the City of Pittsburg Municipal Code is hereby repealed a adopted to read as follows:

"Chapter 15.64
California Energy Code

Sections:

15.64.010 Adoption.
15.64.020 Violation – Penalty.

15.64.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the energy code of the city the ~~2022~~***2025*** California Energy Code, California Code of Regulations, Title 24, Part 10 (as published by the California Build Standards Commission).

B. One copy of the California Energy Code is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections the California Energy Code as set forth in this chapter. In addition, all subsequent supplem to the California Energy Code and related publications are adopted by reference.

15.64.020 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the cour jail for not more than six months, or both."

SECTION 16. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days following its passage and adoption; provided, however, that the portion of this Ordinance adopting the Fire Code with local amendments shall become effective on the later of the effective date of (a) the Board' adoption of Ordinance No. 2025-14 and Ordinance No. 2025-15 or (b) this Ordinance.

SECTION 17. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in thi chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffec by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the meaning portions of this chapter or any part thereof. The city council hereby declares that it would have passed each section, subsection, subdivision, paragrap sentence, clause, or phrase thereof irrespective of the fact that any one or more subsectior subdivision, paragraphs, sentences, clauses, or phrases be declared unconstitutional, inva or ineffective.

SECTION 18. PUBLICATION

The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a meeting of the City Council of the City Pittsburg held on November 17, 2025, and was adopted and ordered published at a meetir the City Council held on December 15, 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dionne Adams, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Darin Gale - City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute the First Amendment to the Secured Promissory Note and the Cooperation Arrangement Between the City of Pittsburg and Pittsburg Land Holdings, LLC

MEETING DATE: December 15, 2025

EXECUTIVE SUMMARY

The City and Pittsburg Land Holdings, LLC ("PLH") seek to amend the existing Secured Promissory Note (executed September 30, 2022) and implement a related Cooperation Arrangement or similar agreement to advance the development of the Pittsburg Technology Park Project. The amendments reflect: (1) the transfer of deed-restricted acreage back to the City; (2) a reduction in loan principal corresponding to that transfer and PLH's existing right to forego purchase of any portion(s) of the real property; (3) adjustments to interest accrual and the deferral period generally corresponding the delays resulting from state approval processing and settlement agreement negotiations; and (4) clarifications regarding the reconveyance ("Put Right") process. Adoption of the resolution will authorize the City Manager to negotiate and execute the First Amendment to the Promissory Note and the Cooperation Arrangement.

FISCAL IMPACT

The City will reduce its outstanding loan principal by $6,242,163.41, reflecting the fair value of the land returned to City ownership at the price equivalent to the sale. No additional General Fund or other funds are required as part of these amendments. The reduction in principal aligns with the City's regained ownership of the Released Land. The suspension of interest accrual for calendar year 2025 delays, but does not

eliminate, future interest revenues.

RECOMMENDATION

Adopt the attached resolution authorizing the City Manager to negotiate and execute the First Amendment to the Secured Promissory Note and the Cooperation Arrangement or similar agreement with Pittsburg Land Holdings, LLC, and to execute all related documents necessary to implement the amendments.

BACKGROUND

In 2019, the City, Pittsburg Power Company, and Energy Delivery Solutions, LLC ("EDS") executed a Project Development Agreement for the development of data centers in Pittsburg. That agreement was novated and amended in 2022 to include Pittsburg Data Hub, LLC ("PDH"), EDS, and the Pittsburg Power Company (collectively, "Project Entities").

To support site acquisition and development activities, the City issued a loan to PLH in the amount of $16,779,327.41, secured by a Secured Promissory Note and a Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing recorded on November 23, 2022 (Instrument No. 2022-0177216) encumbering the "Original Land."

As the project advanced, it became necessary, at the direction of the U.S. General Services Administration (GSA), for PLH to transfer approximately 25 acres of deed-restricted land ("Released Land") back to the City. The City concurs with this requirement.

SUBCOMMITTEE FINDINGS

This item was not presented to a Subcommittee.

STAFF ANALYSIS

As contemplated, PLH will convey approximately 25 acres of deed-restricted property back to the City via Quitclaim Deed, as required by the GSA. This transfer triggers several associated amendments to the Note and Deed of Trust and requires execution of a Cooperation Arrangement that outlines the transfer, recording requirements, and other terms.

After transfer of the Released Land, the outstanding principal will be reduced from $16,779,327.41 to $10,537,164.00, representing the appraised value of the land returned to the City.

The following amendments are also proposed, subject to negotiation by the City Manager:

1. Interest Accrual Suspension for calendar year 2025. No interest will accrue between January 1, 2025 and December 31, 2025, recognizing project delays outside the Developer's control.

2. Extended Deferral Period. The original 42-month deferral period is extended to 66 months following the Note's effective date. This is being contemplated should further delays arise. However, staff and the developer anticipate closing of the property within the 2026 calendar year, at which time, the principal will be due in full.

3. Extended Maturity Date. The Maturity Date of the Promissory Note would be extended for up to six months.

4. Establishment of a "Put Right" (Reconveyance Mechanism). A new Section 5.2 permits PLH, prior to the loan's maturity date, to require the City to re-acquire specific portions of the property. Importantly, this process requires no cash payment by the City. Only property still subject to the Deed of Trust, and not sold or paid for by AVAIO may be included. This process was contemplated in the original Purchase and Sale Agreement and is now clarified.

The amendments are necessary to complete the land transfer required by the GSA, to adjust the promissory note consistent with that transfer, and to update loan terms reflective of project schedule changes. Staff recommends authorizing the City Manager to negotiate and execute all documents necessary to finalize the First Amendment to the Secured Promissory Note and the Cooperation Arrangement.

ATTACHMENTS: Resolution

Report Prepared By: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Negotiate And Execute the First Amendment to the Secured Promissory Note and a Cooperation Arrangement Or Similar Agreement Between the City of Pittsburg and Pittsburg Land Holdings, LLC	)	RESOLUTION NO. 25-

WHEREAS, the City of Pittsburg ("City") entered into a Project Development Agreement on August 19, 2019, as amended on April 11, 2022, with Pittsburg Power Company, Energy Delivery Solutions LLC, Pittsburg Data Hub, LLC, and related entities for the development of data centers ("Project"); and

WHEREAS, the City issued a loan to Pittsburg Land Holdings, LLC ("PLH") in the amount of $16,779,327.41, secured by a Promissory Note dated September 30, 2022, and a Deed of Trust recorded November 23, 2022, as Instrument No. 2022-0177216; and

WHEREAS, PLH must transfer approximately twenty-five (25) acres of deed-restricted property ("Released Land") back to the City via Quitclaim Deed to satisfy federal requirements of the US General Services Administration; and

WHEREAS, the City and PLH seek to execute a Cooperation Arrangement memorializing this transfer and the associated modification of the Deed of Trust; and

WHEREAS, the City and PLH further seek to execute a First Amendment to the Secured Promissory Note to reflect the land transfer, reduce the outstanding loan principal to $10,537,164.00, suspend interest accrual for calendar year 2025, extend the loan's deferral period to sixty-six (66) months, and clarify the reconveyance ("Put Right") mechanism; and

WHEREAS, the City Council finds that the amendments and Cooperation Arrangement are in the City's best interest and support the continued advancement of the Project.

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

1. The City Manager is hereby authorized to negotiate and execute the First Amendment to the Secured Promissory Note and the Cooperation Arrangement with Pittsburg Land Holdings, LLC.
2. The City Manager is further authorized to execute any related documents, certifications, or modifications necessary to implement the amendments, including the modification of the Deed of Trust and acceptance of the Quitclaim Deed for the Released Land.
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 15th day of December 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dionne Adams, Mayor

ATTEST BY:

_____
Alice E. Evenson, City Clerk