



## **OROVILLE CITY COUNCIL**

Council Chambers  
1735 Montgomery Street  
Oroville, CA. 95965

**SEPTEMBER 19, 2017**  
**REGULAR MEETING**  
**CLOSED SESSION 5:30 P.M.**  
**OPEN SESSION 6:30 P.M.**  
**AGENDA**

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### **CLOSED SESSION (5:30 P.M.)**

#### **ROLL CALL**

Council Members Berry, Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson, Mayor Dahlmeier

### **CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 4)**

### **RECONVENE TO OPEN SESSION**

### **OPEN SESSION (6:30 P.M.)**

### **PLEDGE OF ALLEGIANCE**

### **PROCLAMATION / PRESENTATION** - None

### **CONSENT CALENDAR**

1. **APPROVAL OF THE SEPTEMBER 5, 2017 REGULAR MEETING MINUTES OF THE OROVILLE CITY COUNCIL** – minutes attached

#### **Public Works Department**

2. **REGIONAL SURFACE TRANSPORTATION PLAN STREET REPLACEMENT PROJECT** – staff report

The Council may consider approving the City Engineer to issue a Pavement Rehabilitation Project for bidding. **(Mike Massaro, Contract City Engineer)**

Council Action Requested: **Authorize the issuance of Request for Bids relating to the Pavement Rehabilitation Project.**

**Business Assistance & Housing Development Department**

**3. SALE OF CITY OWNED PROPERTY AT 2075 BALDWIN AVENUE – staff report**

The Council may consider the sale of City-owned property located at 2075 Baldwin Avenue, Oroville, to 2585 Oro Dam, LLC, in the amount of \$196,000. **(Donald Rust, Acting City Administrator)**

Council Action Requested: **Adopt Resolution No. 8651 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR OR THE ACTING CITY ADINISTRATOR TO EXECUTE ALL DOCUMENTS FOR THE SALE OF THIS CITY-OWNED PROPERTY LOCATED AT 2075 BALDWIN AVENUE, OROVILLE).**

**Finance Department**

**4. BUTTE COUNTY TOURISM BUSINESS IMPROVEMENT DISTRICT REFUND – staff report**

The Council may receive information regarding a cost reimbursement from the Butte County Tourism Business Improvement District. **(Ruth Wright, Director of Finance)**

Council Action Requested: **None.**

**Community Development Department**

**5. GRANT OF UTILITY EASEMENT TO PACIFIC GAS AND ELECTRIC COMPANY – staff report**

The Council may consider grating an Easement Deed to Pacific Gas & Electric Company for an 840-square foot section of Parking Lot A (APN 012-032-032). **(Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8652 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EASEMENT DEED TO PACIFIC GAS AND ELECTRIC COMPANY GRANTING UTILITY EASEMENT RIGHTS WITHIN A 840-SQUARE FOOT AREA LOCATED AT APN: 012-032-032 AND FOR THE PLACEMENT OF A LARGER ELECTRICAL TRANSFORMER AT SAID LOCATION.**

**PUBLIC HEARINGS**

**Business Assistance and Housing Development**

**6. 2017 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION - staff report  
(Continued from September 5, 2017)**

The Council will continue the public hearing from September 5, 2017 and consider the submittal of 2017 Community Development Block Grant (CDBG) Application and provide direction to staff indicating the priority of the proposed activities to be submitted to State. **(Amy Bergstrand, Management Analyst III)**

Council Action Requested: **Provide direction, as necessary.**

## **REGULAR BUSINESS**

### **Public Safety Department**

**7. ADOPTION OF COMMUNITY EMERGENCY OPERATION PLAN – staff report**

The Council may consider adopting the final version of the Emergency Operation Plan for the City of Oroville. **(Bill LaGrone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution No. 8653 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE EMERGENCY OPERATION PLAN FOR THE CITY OF OROVILLE.**

### **Community Development Department**

**8. HIGHLANDS APARTMENT PARKING LOT REPAIRS – staff report**

The Council may consider authorizing a payment to Fairbanks Paving Company to make repairs to the central parking lot area of the Highlands Apartment complex, located at 222 Table Mountain Boulevard, in the amount of \$21,700, due to impacts from the Table Mountain Roundabout Construction Project. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the payment of \$21,700, to Fairbanks Paving Company to make repairs to the central parking lot area of the Highlands Apartment complex, located at 222 Table Mountain Boulevard.**

**9. PROFESSIONAL SERVICES AGREEMENT WITH BENNETT ENGINEERING SERVICES – staff report**

The Council may consider a Professional Services Agreement with Bennett Engineering Services, in the amount of \$414,708, for the Engineering Design of Sanitary Sewer Projects. **(Mike Massaro, Contracted City Engineer)**

Council Action Requested: **Adopt Resolution No. 8654 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BENNETT ENGINEERING SERVICES, IN THE AMOUNT OF \$414,708, FOR THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE ENGINEERING DESIGN OF SANITARY SEWER PROJECTS – (Agreement No. 3234).**

### **Administration Department**

**10. UNIT MODIFICATION AGREEMENT AND PETITION FOR FORMAL RECONGNITION OF THE OROVILLE PUBLIC SAFETY MID-MANAGERS ASSOCIATION - staff report**

The Council may consider: (1) an agreement to modify the existing Oroville Mid-Management Confidential (OMCA) bargaining unit by removing two positions from that unit, (2) the Acting City Administrator's decision to establish a new public safety mid-management bargaining unit, and (3) the related petition for formal recognition by the Oroville Public Safety Mid-Managers Association (OPSMMA) to represent the newly formed bargaining unit. **(Donald Rust, Acting City Administrator)**

Council Action Requested: **Adopt Resolution No. 8655 - Adopt Resolution No. 8655 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING THE TENTATIVE AGREEMENT WITH OMCA TO MODIFY THE OMCA BARGAINING UNIT, APPROVING THE ACTING CITY ADMINISTRATOR'S DECISION TO ESTABLISH A NEW BARGAINING UNIT, AND APPROVING THE PETITION FOR FORMAL RECOGNITION OF THE OROVILLE PUBLIC SAFETY MID-MANAGERS ASSOCIATION EMPLOYEE ORGANIZATION FOR MEETING AND CONFERRING WITH THE CITY OF OROVILLE REGARDING WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT.**

**COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS** (A verbal report may be given regarding any committee meetings attended)

**CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

- Finance Department – activity report

**CORRESPONDENCE** - None

**HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS**

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter not listed on the agenda to step to the podium, state your name for the record and make your presentation. **Presentations are limited to 3 minutes.** Under Government Code Section 54954.2, The Council is prohibited from taking action except for a brief response by the Council or staff to a statement or question relating to a non-agenda item.

**CLOSED SESSION**

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Firefighters' Association, and Oroville Management and Confidential Association.
2. Pursuant to Government Code section 54956.9(d)(4), the Council will meet with the Acting City Administrator and City Attorney regarding potential initiation of litigation – one case (related to Oroville Spillway Incident).
3. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the Acting City Administrator and City Attorney regarding potential exposure to litigation – one case.
4. Pursuant to Government Code section 54956.95, the Council will meet with the Acting City Administrator, Personnel Officer and City Attorney relating to Worker's Compensation Claim No. NCWA-76362.

**ADJOURNMENT**

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, October 3, 2017, at 5:30 p.m.

*Accommodating Those Individuals with Special Needs* – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.



**CITY COUNCIL MEETING MINUTES  
SEPTEMBER 5, 2017 – 5:30 P.M.**

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The agenda for the September 5, 2017, regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at [www.cityoforoville.org](http://www.cityoforoville.org) on Thursday, August 31, 2017, at 4:45 p.m.

The September 5, 2017 regular meeting of the Oroville City Council was called to order by Vice Mayor Goodson at 5:32 p.m.

**ROLL CALL**

Present: Council Members Berry, Del Rosario, Draper, Hatley, Vice Mayor Goodson, Mayor Dahlmeier (arrived late)  
Absent: Council Member Thomson (excused)

**Staff Present:**

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|   |  |
|---|--|
| Donald Rust, Assistant City Administrator             | Ruth Wright, Director of Finance         |
| Bill LaGrone, Director of Public Safety               | Jamie Hayes, Assistant City Clerk        |
| Scott E. Huber, City Attorney                         | Karolyn Fairbanks, Treasurer             |
| Rick Farley, Enterprise Zone & Bus. Asst. Coordinator | Mike Massaro, (Contracted) City Engineer |
| Amy Bergstrand, Management Analyst III                | Dawn Nevers, Assistant Planner           |

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**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Ryan Nierenhausen.

**RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS**

|                                      |                           |
|--------------------------------------|---------------------------|
| Randy Chapman – items No. 4, 5 and 6 | Joe Hejl – Item No. 4     |
| Anastacia Snyder – Item No. 4        | Tyanna Diaz – Item No. 4  |
| Sherri Vandervort – Item No. 4       | Garret Moon – Item No. 4  |
| Laralynn Lambert – Item No. 4        | Matt Murray – Item No. 6  |
| Nancy Triantos – Item No. 4          | Cheri Bunker – Item No. 6 |

**PROCLAMATION / PRESENTATION**

Scott Belyea and Steve Faughn, Belyea & Company, gave a presentation regarding the Rio d' Oro Development Project.

Matt Murray, Laralynn Lambert and Eric Parker posed questions relating to the Rio d' Oro Project.

Rick Farley, Enterprise Zone & Business Assistance Coordinator, gave a presentation regarding the use of CalFire Emergency Aviation at the Oroville Municipal Airport.

## **CONSENT CALENDAR**

A motion was made by Vice Mayor Goodson, seconded by Council Member Del Rosario, to approve the following Consent Calendar, with exception to item No. 2:

1. **APPROVAL OF THE AUGUST 15, 2017 REGULAR MEETING AND SPECIAL MEETING MINUTES OF THE OROVILLE CITY COUNCIL** – minutes attached

### **Finance Department**

2. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**

### **Community Development Department**

3. **REQUEST TO WAIVE ADMISSION FEE FOR VARIOUS PROMOTIONAL EVENTS HELD AT THE OROVILLE MUSEUMS** – staff report

The Council considered a request to waive the admission fees for various promotional events to be held at the C.F. Lott Home, Pioneer Museum, and Chinese Temple & Museum Complex to be hosted by the Oroville Docents. **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

Council Action Requested: **Approve the waiver of admission fees for various promotional events to be held at the C.F. Lott Home, Pioneer Museum, and Chinese Temple & Museum Complex to be hosted by the Oroville Docents.**

The motion to approve the Consent Calendar was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Hatley, Vice Mayor Goodson, Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: Council Member Thomson

## **ITEMS REMOVED FROM THE CONSENT CALENDAR**

### **Finance Department**

2. **PAYROLL TIMESHEET POLICY** – staff report

The Council considered approving a Payroll Timesheet Policy for the City. **(Ruth Wright, Director of Finance)**

This item was removed from the Consent Calendar at the request of Council Member Berry.

Following discussion, a motion was made by Council Member Draper, seconded by Council Member Del Rosario, to:

## **Approve the Payroll Timesheet Policy.**

The motion was passed by the following vote:

Ayes: Council Members Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier  
Noes: Council Members Berry, Hatley  
Abstain: None  
Absent: Council Member Thomson

## **PUBLIC HEARINGS**

### **Business Assistance and Housing Development**

#### **4. COMMUNITY DEVELOPMENT BLOCK GRANT FOR FISCAL YEAR 2017/2018 – staff report**

The Council conducted a public hearing regarding the 2017/2018 Fiscal Year Community Development Block Grant Program Funding and Program Income. **(Amy Bergstrand, Management Analyst III)**

Mayor Dahlmeier opened the Public Hearing.

Joe Hejl spoke in support of the Boys and Girls Club.

Anastacia Snyder spoke in support of Catalyst Domestic Violence Services.

Randy Chapman, Tyanna Diaz, Sherri Vandervort, Garret Moon, Laralynn Lambert and Nancy Triantos spoke in support of the First Time Home Buyers Program.

Hearing no other comments or questions from the audience, Mayor Dahlmeier closed the Public Hearing.

Following discussion, the Council directed staff to continue this item to the September 19, 2017 regular meeting of the Oroville City Council for further consideration.

#### **5. MODIFICATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAM HOMEBUYER MORTGAGE ASSISTANCE PROGRAM GUIDELINES – staff report**

The Council conducted a public hearing to solicit comments regarding requested modifications to the Community Development Block Grant (CDBG) Home Ownership Program.

Thereafter, the Council also considered authorizing the modifications to the Combined HOME Investment Partnership (HOME) and CDBG Assistance Program Guidelines. **(Amy Bergstrand, Management Analyst III)**

Mayor Dahlmeier opened the Public Hearing.

Randy Chapman spoke in support of the Community Development Block Grant (CDBG) Home Ownership Program.

Hearing no comments or questions from the audience, Mayor Dahlmeier closed the Public Hearing.

Following discussion, a motion was made by Vice Mayor Goodson, seconded by Council Member Draper, to:

**Adopt Resolution No. 8645 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING MODIFICATIONS TO THE COMBINED COMMUNITY DEVELOPMENT BLOCK AND HOME INVESTMENT PARTNERSHIP PROGRAM HOMEBUYER MORTGAGE ASSISTANCE PROGRAM GUIDELINES.**

The motion was passed by the following vote:

|          |   |
|----------|---|
| Ayes:    | Council Members Berry, Del Rosario, Draper, Hatley, Vice Mayor Goodson, Mayor Dahlmeier |
| Noes:    | None  |
| Abstain: | None  |
| Absent:  | Council Member Thomson  |

## **REGULAR BUSINESS**

### **Public Works Department**

#### **6. TRAFFIC CALMING AND SPEED REDUCTION OPTIONS FOR MONTGOMERY STREET ROUNDABOUT PEDESTRIAN SAFETY – staff report**

The Council considered different options for reducing vehicle speeds at the Washington Avenue and Montgomery Street roundabout. **(Mike Massaro, PE, City Engineer)**

Matt Murray, Cheri Bunker and Randy Chapman made comments relating to the proposed options for reducing vehicle speeds at the Washington Avenue and Montgomery Street roundabout.

Following discussion, the Council directed staff to return to Council for further direction on the purchase and installation of flashing beacons and rumble strips at the Washington Avenue and Montgomery Street roundabout in order to reduce vehicle speeds and enhance pedestrian safety.

### **Finance Department**

#### **7. SECTION 115 IRREVOCABLE TRUST ACCOUNT TO PRE-FUND PENSIONS – staff report**

The Council considered an Agreement for Administrative Services with Phase II Systems, dba: Public Agency Retirement Services, for the administration of the Public Agencies Post-Employment Benefits Trust, relating to the pre-funding of pensions for City employees. **(Ruth Wright, Director of Finance)**

Following discussion, a motion was made by Council Member Del Rosario , seconded by Council Member Draper, to:

1. **Adopt a Conservative Investment Strategy as indicated in the September 5, 2017 staff report.**
2. **Adopt Resolution No. 8646 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES – (Agreement No. 3231).**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Hatley, Vice Mayor Goodson,  
Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: Council Member Thomson

### **Community Development Department**

#### **8. LETTERS OF SUPPORT FOR 2018 PARK BOND FUNDING – staff report**

The Council considered authorizing the Mayor to sign two letters in support of Assembly Bill 18 – California Clean Water, Climate, Coastal Protection and Outdoor Access for All Act of 2018; and Assembly Bill 5 – California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018, relating to Park Bond Funding. **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

Following discussion, the Council authorized Mayor Dahlmeier to execute letters in support of Assembly Bill 18 – California Clean Water, Climate, Coastal Protection and Outdoor Access for All Act of 2018; and Assembly Bill 5 – California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018, relating to Park Bond Funding.

#### **9. HEATING VENTILATION AND AIR CONDITIONING MAINTENANCE PROGRAM AGREEMENT (PG&E QUALITY MAINTENANCE SERVICE CONTRACT) AND FINANCING AGREEMENT WITH ABM BUILDING SOLUTIONS – staff report**

The Council considered approving the Heating Ventilation and Air Conditioning (HVAC) Maintenance Program Agreement, which includes the PG&E Quality Maintenance Service Contract and the 100% Financing Agreement, with ABM Building Solutions, LLC. **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

Following discussion, a motion was made by Vice Mayor Goodson , seconded by Council Member Del Rosario, to:

1. **Adopt Resolution No. 8647 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN HEATING VENTILATION AND AIR CONDITIONING MAINTENANCE PROGRAM AGREEMENT WITH ABM BUILDING SOLUTIONS, LLC, IN THE AMOUNT OF \$106,301.76 – (Agreement No. 3232).**

2. **Adopt Resolution N1200o. 8648 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR AS TO THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND EQUIPMENT SCHEDULE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING, AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION – (Agreement No. 3233).**

The motion was passed by the following vote:

Ayes: Council Members Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier  
Noes: Council Members Berry, Hatley  
Abstain: None  
Absent: Council Member Thomson

**Business Assistance & Housing Development Department**

10. **EXTENSION OF FIVE-YEAR DEADLINE TO DEVELOP/DISPOSE OF HOUSING SUCCESSOR AGENCY PROPERTIES – staff report**

The Council, serving as the Successor Agency of the former Oroville Redevelopment Agency (RDA), considered an extension of five-years to initiate the development and/or disposal of the remaining housing assets that were transferred from the RDA to the Successor Agency. **(Amy Bergstrand, Management Analyst III)**

Following discussion, a motion was made by Vice Mayor Goodson , seconded by Council Member Draper, to:

**Adopt Resolution No. 8649 - A RESOLUTION OF THE OROVILLE CITY COUNCIL EXTENDING THE TIME PERIOD FOR THE DEVELOPMENT AND OR DISPOSITION OF HOUSING PROPERTIES TRANSFERRED FROM THE FORMER OROVILLE REDEVELOPMENT AGENCY, TO SEPTEMBER 7, 2022, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34176.1(e).**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Hatley, Vice Mayor Goodson, Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: Council Member Thomson

11. **AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH REINARD W. BRANDLEY – staff report**

The Council considered an Amendment to the Professional Services Agreement with

Reinard W. Brandley, in the amount of \$50,000, for engineering services relating to the Oroville Municipal Airport. **(Rick Farley, Enterprise Zone & Business Assistance Coordinator)**

Following discussion, a motion was made by Council Member Hatley, seconded by Council Member Berry, to:

**Adopt Resolution No. 8650 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH REINARD W. BRANDLEY, IN THE AMOUNT OF \$50,000, FOR ENGINEERING SERVICES RELATING TO THE OROVILLE MUNICIPAL AIRPORT – (Agreement No. 2006-12).**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Hatley, Vice Mayor Goodson,  
Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: Council Member Thomson

### **Administration Department**

#### **12. PROCEDURE TO AMEND CITY CHARTER – staff report**

The Council received a presentation regarding the procedure to amend the City Charter. **(Scott E. Huber, City Attorney)**

Following discussion, the Council directed staff to forgo any proposed amendments to the City Charter.

### **COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS**

Council Members Del Rosario, Draper and Vice Mayor Goodson reported their attendance to a meeting with Habitat for Humanity.

### **CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

- Finance Department – activity report

Bill LaGrone, Director of Public Safety, reported his attendance with both Council Members Del Rosario and Hatley to Caltrans meeting, hosted by Congressman LaMalfa and Congressman Garamendi, regarding the Highway 70 Expansion Project.

Director LaGrone provided a copy of the City's Emergency Operations Plan, which will be presented at the September 19, 2017 regular meeting of the Oroville City Council.

Donald Rust, Acting City Administrator, gave a brief update on the use of the Municipal Auditorium by Butte County during the Ponderosa Fire event.

## **CORRESPONDENCE**

- Optimist Clubs of Chico & Oroville - Buy a Firefighter Breakfast on 9/11 Invitation
- Feather River Recreation & Park District – Feather River Clean Up
- Federal Energy Regulatory Commission – Notice of Availability of Environmental Assessment

## **HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS**

Laura Peterson, League of Women Voters, invited the Council to attend an informational forum regarding the Economic Impacts of the Oroville Dam Past, Present & Future, to be held September 16, 2017.

Steven Lee discussed the need for access to medical cannabis for patients within the community.

Matt Murray, Department of Water Resources, provided an update on the Oroville Dam Spillway Construction Project.

## **CLOSED SESSION**

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Firefighters' Association, and Oroville Management and Confidential Association.
2. Pursuant to Government Code section 54956.9(d)(4), the Council met with the Acting City Administrator and City Attorney regarding potential initiation of litigation – one case (related to Oroville Spillway Incident).
3. Pursuant to Government Code section 54956.9(d)(2), the Council met with the Acting City Administrator and City Attorney regarding potential exposure to litigation – one case.
4. Pursuant to Government Code section 54956.9(a), the Council met with the Acting City Administrator, and the City Attorney relating to existing litigation: WGS Dental, et al., v. City of Oroville, et al., Butte County Superior Court, Case No. 152036, Third District Court of Appeals, Case No. C 077181.

Mayor Dahlmeier announced that there were no reportable actions taken in Closed Session and direction had been given to staff.

## **ADJOURNMENT**

The meeting was adjourned at 10:18 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, September 19, 2017, at 5:30 p.m.



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Donald Rust, Acting City Clerk

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Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**

**FROM: MIKE MASSARO, CONTRACT CITY ENGINEER  
PUBLIC WORKS DEPARTMENT**

**RE: REGIONAL SURFACE TRANSPORTATION PLAN STREET  
REPLACEMENT PROJECT**

**DATE: SEPTEMBER 19, 2017**

**SUMMARY**

The Council may consider approving the City Engineer to issue a Pavement Rehabilitation Project (Project) for bidding.

**DISCUSSION**

Bennett Engineering Services was authorized to provide design services for the pavement rehabilitation projects in June of 2017.

It is imperative that these funds be utilized for pavement rehabilitation as programmed so that additional funds will be allocated for 2017-2018. Additional budget is being allocated by the State as a result of Senate Bill No. 1 (SB1) for road maintenance. This project will utilize a significant portion of budget allocated to Local Streets and Roads Funding from the Highway Users Tax Account allocations. The City is expecting an additional allocation under SB1 of \$101,679 in January of 2018.

The project design plans and specifications are complete. This project utilizes funds from the State's Regional Surface Transportation Program (RSTP), allocated to the City of Oroville via the Butte County Association of Governments (BCAG) for use in pavement rehabilitation and maintenance under City of Oroville's Local Transportation Fund (LTF).

**FISCAL IMPACT**

Funding for the design and construction of the Street Replacements is provided by the City of Oroville's RSTP balance of \$853,192 and Local Transportation Fund (LTF) of \$94,532, and an additional allocation via SB1 of \$101,679 for a total budget of \$1,049,403.

The current Engineer's Opinion of Probable Construction Cost is \$825,000.

## **RECOMMENDATIONS**

Authorize the issuance of Request for Bids relating to the Pavement Rehabilitation Project.

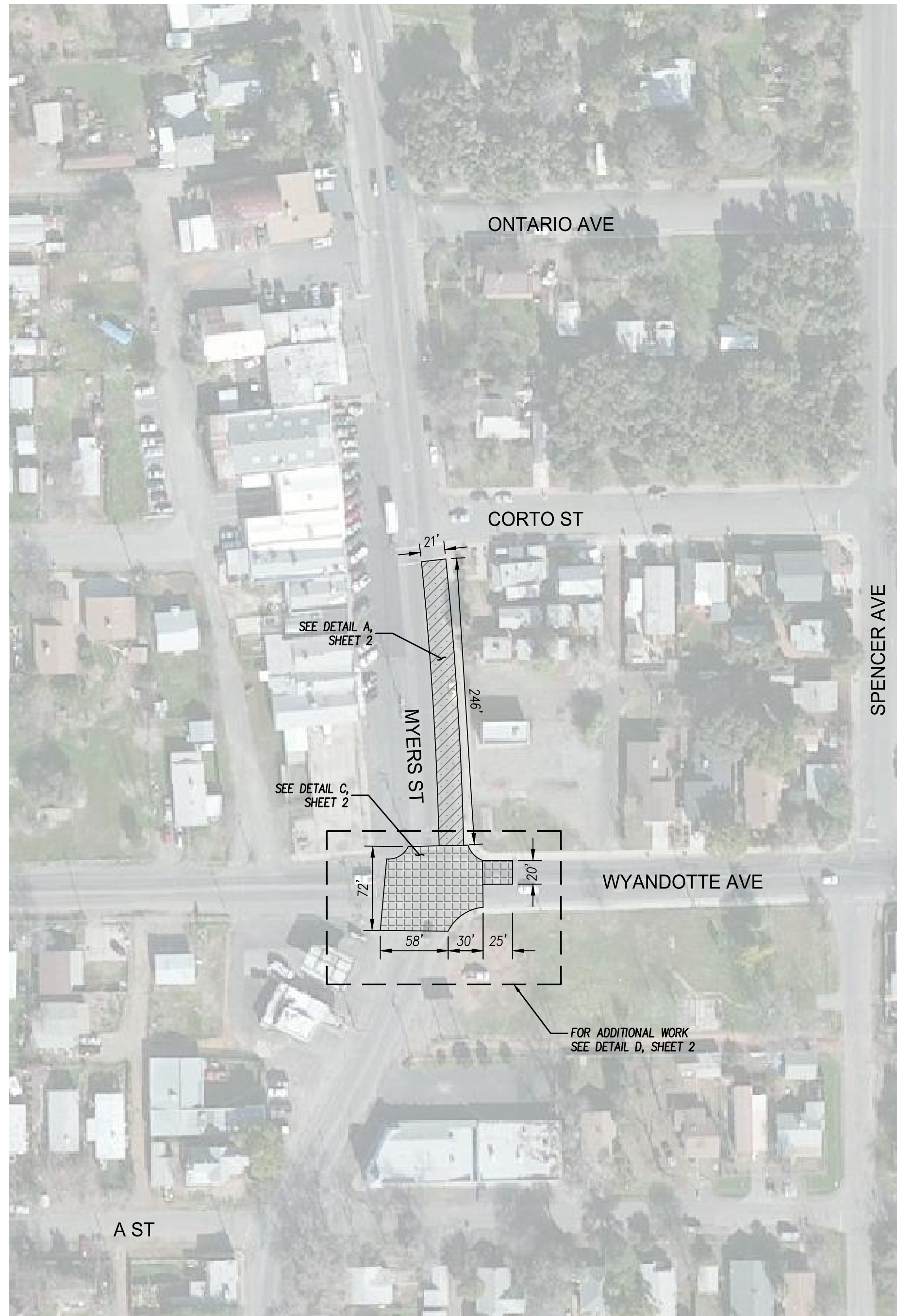
## **ATTACHMENT**

A – Exhibits of Pavement Rehabilitation Locations





1 LOCATION 1  
SCALE: 1"=80'



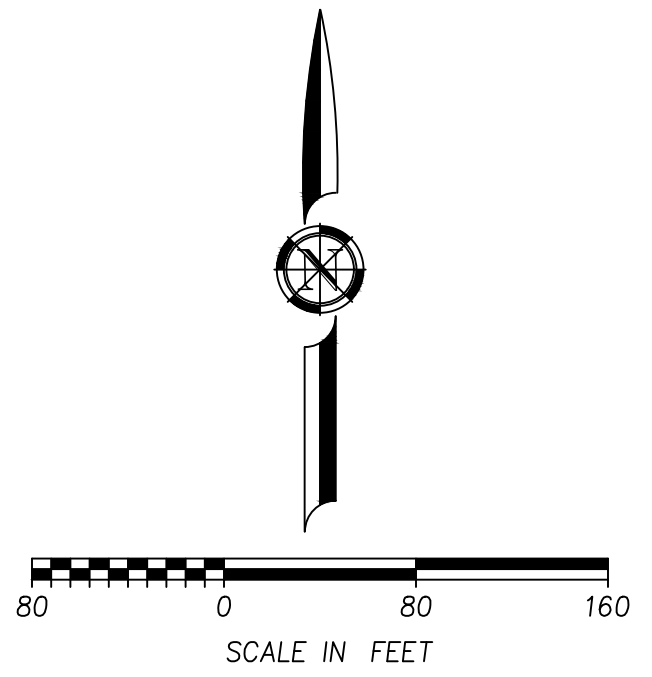
2 LOCATION 2  
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3 LOCATION 3  
SCALE: 1"=80'

LEGEND:

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 User: BSA\BSP\BSP

| NO. | REVISIONS | BY | DATE |
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| SCALE:      | 1"=80'    |
| DATE:       | JULY 2017 |
| PROJ NO.:   | 17601-300 |

VERIFY SCALE  
 BAR IS ONE INCH ON ORIGINAL DRAWING.  
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



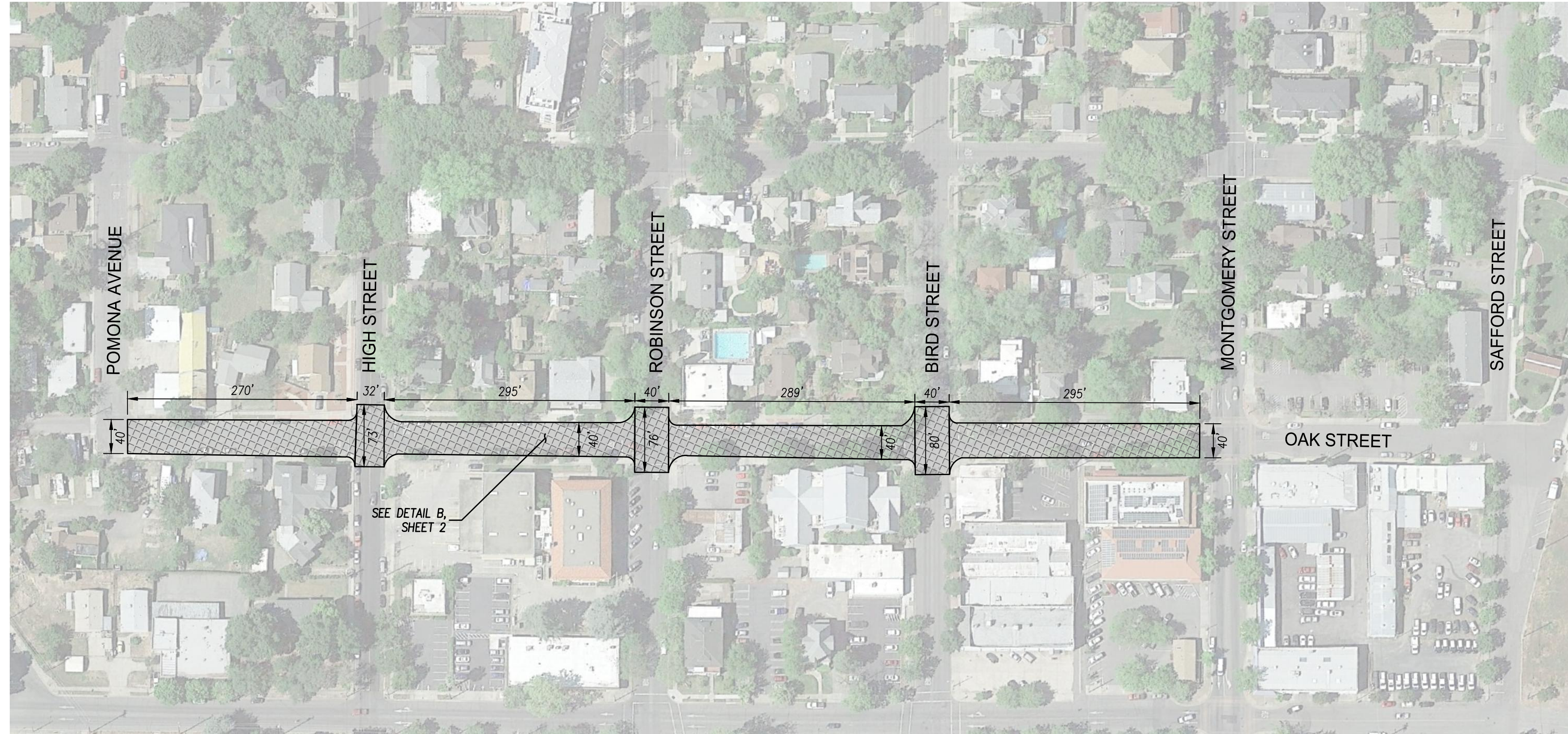
**BEN EN**  
 TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services  
 1082 Sunrise Avenue, Suite 100  
 Roseville, California 95661  
 T 916.783.4100  
 F 916.783.4110



RSTP STREET REHABILITATION PROJECT  
**LAYOUT SHEET**  
 CALIFORNIA

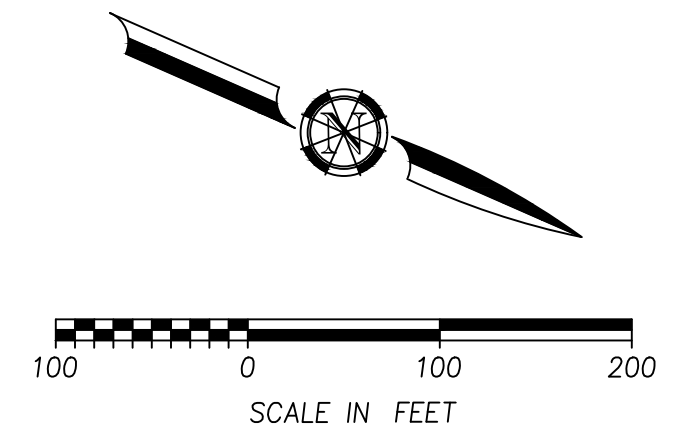




4 LOCATION 4  
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LEGEND:

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 User: BENTEN\BENTEN

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| DATE:       | JULY 2017 |
| PROJ NO.:   | 17601-300 |

VERIFY SCALE  
 BAR IS ONE INCH ON ORIGINAL DRAWING.  
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



**BEN EN**  
 TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services  
 1082 Sunrise Avenue, Suite 100  
 Roseville, California 95661  
 T 916.783.4100  
 F 916.783.4110



RSTP STREET REHABILITATION PROJECT  
 LAYOUT SHEET  
 CALIFORNIA



**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**

**FROM: DONALD RUST, ACTING CITY ADMINISTRATOR  
BUSINESS ASSISTANCE & HOUSING DEVELOPMENT  
DEPARTMENT**

**RE: SALE OF CITY OWNED PROPERTY AT 2075 BALDWIN  
AVENUE**

**DATE: MAY 2, 2017**

**SUMMARY**

The Council may consider the sale of City-owned property located at 2075 Baldwin Avenue, Oroville, to 2585 Oro Dam, LLC, in the amount of \$196,000.

**DISCUSSION**

Staff is requesting the Council to consider selling the City-owned property located at 2075 Baldwin Avenue for \$196,000, to 2585 Oro Dam, LLC which is less than the appraised value of \$220,000. The Council previously approved selling the property for the appraised value of \$220,000 or more, but no offers of \$220,000 or more have been received.

The property was acquired through a foreclosure on a City economic development loan and needs to be sold to recover as much of the loan amount as possible. The property involved is identified as Assessor Parcel No. 012-160-071 located at 2075 Baldwin Avenue. This is the former location of Lake Oroville Monument Company. The City initiated foreclosure on this property after the owner of the business defaulted on his loan. The amount of default was \$136,673.54. The foreclosure was completed in August, 2016, and the property has been continuously marketed since that time.

The details of the sales agreement are as follows:

1. 10% down payment of \$19,600;
2. The buyer to assume the existing first deed of trust loan with the Fahey Family Trust. The loan balance is approximately \$68,000. The City is currently paying \$669.15 per month (\$8,029.80 per year) on this note from the ED loan fund;

3. The City will carry a note back secured by a 2<sup>nd</sup> deed of trust on the subject property with a 8.0% interest rate and a balloon payment in 10 years. Interest will be paid monthly in installments of \$720 (\$3,564 per year). No prepayment penalty if the loan is repaid in less than 5 years.

4. A commission of 3.0% will be paid to the buyer's realtor.

#### **FISCAL IMPACT**

Interest revenue of \$8,640 per year and principal of \$108,000 within 10 years.

#### **RECOMMENDATION**

Adopt Resolution No. 8651 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR OR THE ACTING CITY ADINISTRATOR TO EXECUTE ALL DOCUMENTS FOR THE SALE OF THIS CITY-OWNED PROPERTY LOCATED AT 2075 BALDWIN AVENUE, OROVILLE.

#### **ATTACHMENT(S)**

A - Resolution No. 8651

B – Commercial Property Purchase Agreement

**CITY OF OROVILLE  
RESOLUTION NO. 8651**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR OR THE ACTING CITY ADINISTRATOR TO EXECUTE ALL DOCUMENTS FOR THE SALE OF CITY-OWNED PROPERTY LOCATED AT 2075 BALDWIN AVENUE, OROVILLE**

**BE IT HEREBY RESOLVED** by the Oroville City Council as follows:

1. The Oroville City Council hereby approves the sale of 2075 Baldwin Avenue, Oroville, for the price of \$196,000.
2. The Mayor or the Acting City Administrator is hereby authorized to sign all documents related to the sale of 2075 Baldwin Avenue, Oroville.
3. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on September 19, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Donald Rust, Acting City Clerk





**COMMERCIAL PROPERTY PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

(NON-RESIDENTIAL)  
(C.A.R. Form CPA, Revised 12/15)



Date Prepared: 06/23/2017

**1. OFFER:**

- A. THIS IS AN OFFER FROM Mark Mendez and or Assignee LLC ("Buyer").  
 Individual(s),  A Corporation,  A Partnership,  An LLC,  An LLP, or  Other \_\_\_\_\_.
- B. THE REAL PROPERTY to be acquired is 2075 Baldwin Ave, situated in  
Oroville (City), Butte (County), California, 95966-5311 (Zip Code), Assessor's Parcel No. 012-160-071 ("Property").
- C. THE PURCHASE PRICE offered is One Hundred Ninety-Six Thousand  
 Dollars \$ 196,000.00.
- D. CLOSE OF ESCROW shall occur on \_\_\_\_\_ (date) (or  30 Days After Acceptance).
- E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

**2. AGENCY:**

- A. DISCLOSURE: The Parties each acknowledge receipt of a  "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD)
- B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:  
 Listing Agent \_\_\_\_\_ (Print Firm Name) is the agent of (check one):  
 the Seller exclusively; or  both the Buyer and Seller.  
 Selling Agent T'n'T Real Estate (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one):  the Buyer exclusively; or  the Seller exclusively; or  both the Buyer and Seller.
- C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a  "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

**3. FINANCE TERMS:** Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of ..... \$ 1,000.00  
 (1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer,  cashier's check,  personal check,  other \_\_\_\_\_ within 3 business days after Acceptance (or \_\_\_\_\_);  
 OR (2)  Buyer Deposit with Agent: Buyer has given the deposit by personal check (or \_\_\_\_\_) to the agent submitting the offer (or to \_\_\_\_\_), made payable to \_\_\_\_\_, The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or \_\_\_\_\_).  
 Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposit checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of . . . \$ \_\_\_\_\_ within \_\_\_\_\_ Days After Acceptance (or \_\_\_\_\_).  
 If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
- C.  ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or  Buyer shall, within 3 (or \_\_\_\_\_) Days After Acceptance, Deliver to Seller such verification.
- D. LOAN(S):

- (1) FIRST LOAN: in the amount of ..... \$ 68,000.00  
 This loan will be conventional financing or  Seller financing (C.A.R. Form SFA),  assumed financing (C.A.R. Form AFA),  subject to financing,  Other \_\_\_\_\_. This loan shall be at a fixed rate not to exceed 8.000 % or,  an adjustable rate loan with initial rate not to exceed \_\_\_\_\_ %. Regardless of the type of loan, Buyer shall pay points not to exceed \_\_\_\_\_ % of the loan amount.
- (2)  SECOND LOAN in the amount of ..... \$ 108,000.00  
 This loan will be conventional financing or  Seller financing (C.A.R. Form SFA),  assumed financing (C.A.R. Form AFA),  subject to financing,  Other \_\_\_\_\_. This loan shall be at a fixed rate not to exceed 8.000 % or,  an adjustable rate loan with initial rate not to exceed \_\_\_\_\_ %. Regardless of the type of loan, Buyer shall pay points not to exceed \_\_\_\_\_ % of the loan amount.

E. ADDITIONAL FINANCING TERMS: Monthly pmt on 2nd is \$720.00 @ 8% per Annum, all due in 10 yrs.

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of ..... \$ 19,000.00  
 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- G. PURCHASE PRICE (TOTAL): ..... \$ 196,000.00
- H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or \_\_\_\_\_) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. ( Verification attached.)

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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 CPA REVISED 12/15 (PAGE 1 OF 11)



**COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 1 OF 11)**

I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or  is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within **17 (or \_\_\_\_\_) Days After Acceptance.**

J. **LOAN TERMS:**

(1) **LOAN APPLICATIONS:** Within **3 (or \_\_\_\_\_) Days After Acceptance,** Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (  Letter attached.)

(2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above **is a contingency** of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement.

(3) **LOAN CONTINGENCY REMOVAL:**

Within **21 (or \_\_\_\_\_) Days After Acceptance,** Buyer shall, as specified in paragraph 18, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4)  **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. **SALE OF BUYER'S PROPERTY:**

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

OR B.  This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. **ADDENDA AND ADVISORIES:**

|   |   |   |
|---|---|---|
| A. <b>ADDENDA:</b>  |   | <input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM)                       |
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)                       | <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA)          |   |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) |   |   |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)                          | <input type="checkbox"/> Other _____  |   |
| B. <b>BUYER AND SELLER ADVISORIES:</b>  |   | <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA)                              | <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |   |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA)                                | <input type="checkbox"/> REO Advisory (C.A.R. Form REO)                         |   |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA)         | <input type="checkbox"/> Other _____  |   |

6. **OTHER TERMS:** Subject To: 1. Buyer has received, read and approved the Environmental Report and Appraisal furnished by Seller, to Buyer, and Buyer accepts their findings regarding the condition of the property. 2. Buyer will pay for the survey 3. Sales Price includes all personal property on site, and an itemized inventory will be furnished to Buyer at time of Sellers acceptance of this offer to purchase.

7. **ALLOCATION OF COSTS**

A. **INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

- (1)  Buyer  Seller shall pay for a natural hazard zone disclosure report, including tax  environmental  Other: \_\_\_\_\_ prepared by 1/2 Buyer 1/2 Seller
- (2)  Buyer  Seller shall pay for the following Report Pest Control Report, any repair needed is responsibility of Buyer prepared by Buyers Choice
- (3)  Buyer  Seller shall pay for the following Report All property corner locations, results are responsibility of Buyer prepared by \_\_\_\_\_

B. **GOVERNMENT REQUIREMENTS AND RETROFIT:**

(1)  Buyer  Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



- (2) (i)  Buyer  Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii)  Buyer  Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 18A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

**C. ESCROW AND TITLE:**

- (1) (a)  Buyer  Seller shall pay escrow fee 1/2 Buyer 1/2 Seller
- (b) Escrow Holder shall be Mid Valley Title Co.
- (c) The Parties shall, within 5 (or \_\_\_) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a)  Buyer  Seller shall pay for owner's title insurance policy specified in paragraph 17E \_\_\_\_\_
- (b) Owner's title policy to be issued by First American Title
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

**D. OTHER COSTS:**

- (1)  Buyer  Seller shall pay County transfer tax or fee \_\_\_\_\_
- (2)  Buyer  Seller shall pay City transfer tax or fee \_\_\_\_\_
- (3)  Buyer  Seller shall pay Owners' Association ("OA") transfer fee \_\_\_\_\_
- (4) Seller shall pay OA fees for preparing all documents required to be delivered by Civil Code §4525.
- (5)  Buyer  Seller shall pay OA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7)  Buyer  Seller shall pay for any private transfer fee \_\_\_\_\_
- (8)  Buyer  Seller shall pay for Roof Inspection and repairs, inground hoist and, dust removal after close of escrow
- (9)  Buyer  Seller shall pay for \_\_\_\_\_

**8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**

**A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in paragraph 8 B, C or D.

**B. ITEMS INCLUDED IN SALE:**

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms.
- (3) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 18A.
- (4) Seller represents that all items included in the purchase price are, unless otherwise specified or identified pursuant to 8B(7), owned by Seller. Within the time specified in paragraph 18A, Seller shall give Buyer a list of fixtures not owned by Seller.
- (5) Seller shall deliver title to the personal property by Bill of Sale, free and clear of all liens and encumbrances, and without seller warranty of condition regardless of value.
- (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
- (7) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 18A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 18B and C.

**C. ITEMS EXCLUDED FROM SALE:** Unless otherwise specified, the following items are excluded from sale: **Included in sale Subject To: Buyers Attorney approving all documents prior to close of escrow, Seller agrees to serve existing Tenants all necessary documents for eviction, within 3 days after escrow opening and assign sellers eviction rights to Buyer**

**D. OTHER ITEMS:**

- (1) Existing integrated phone and automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (  are NOT) included in the sale.

**9. CLOSING AND POSSESSION:**

- A. Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i)  at 6 PM or ( 2:00  AM/  PM) on the date of Close Of Escrow; (ii)  no later than \_\_\_ calendar days After Close Of Escrow; or (iii)  at \_\_\_  AM/  PM on \_\_\_\_\_.
- B. Seller Remaining in Possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as  C.A.R. Form CL; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- C. Tenant Occupied Units:** Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrow.
- D. At Close Of Escrow:** (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
CPA REVISED 12/15 (PAGE 3 OF 11)

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



- E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.
- 10. SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the Civil Code.
- 11. SELLER DISCLOSURES:**
- A. NATURAL AND ENVIRONMENTAL DISCLOSURES:** Seller shall, within the time specified in paragraph 18, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide an NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- B. ADDITIONAL DISCLOSURES:** Within the time specified in paragraph 18, Seller shall Deliver to Buyer, in writing, the following disclosures, documentation and information:
- (1) **RENTAL SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; and (ii) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any concession, rebate, or other benefit, except as set forth in these documents.
- (2) **INCOME AND EXPENSE STATEMENTS:** The books and records, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.
- (3)  **TENANT ESTOPPEL CERTIFICATES:** (If checked) Tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.
- (4) **SURVEYS, PLANS AND ENGINEERING DOCUMENTS:** Copies of surveys, plans, specifications and engineering documents, if any, in Seller's possession or control.
- (5) **PERMITS:** If in Seller's possession, Copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
- (6) **STRUCTURAL MODIFICATIONS:** Any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
- (7) **GOVERNMENTAL COMPLIANCE:** Any improvements, additions, alterations or repairs made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.
- (8) **VIOLATION NOTICES:** Any notice of violations of any Law filed or issued against the Property and actually known to Seller.
- (9) **MISCELLANEOUS ITEMS:** Any of the following, if actually known to Seller: (i) any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property, or the right to use and occupy it; (ii) any unsatisfied mechanic's or materialman's lien(s) affecting the Property; and (iii) that any tenant of the Property is the subject of a bankruptcy.
- C. WITHHOLDING TAXES:** Within the time specified in paragraph 18A, to avoid required withholding Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law, (C.A.R. Form AS or QS).
- D. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) **SELLER HAS: 7 (or \_\_\_ ) Days** After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision.
- (2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has **3 (or \_\_\_ ) Days** After Acceptance to request from the OA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; and (v) the names and contact information of all OAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 18B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to OA or management company to pay for any of the above.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

CPA REVISED 12/15 (PAGE 4 OF 11)

**COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 4 OF 11)**Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.ziplogix.com](http://www.ziplogix.com)

Untitled Baldwin





- 12.  **ENVIRONMENTAL SURVEY** (If checked): Within \_\_\_\_\_ Days After Acceptance, Buyer shall be provided a phase one environmental survey report paid for and obtained by  Buyer  Seller. Buyer shall then, as specified in paragraph 18, remove this contingency or cancel this Agreement.
- 13. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly Deliver a subsequent or amended disclosure or notice in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.**
- 14. **CHANGES DURING ESCROW:**
  - A. Prior to Close Of Escrow, Seller may only engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 14B: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
  - B. (1) 7 (or  \_\_\_\_\_) Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of any Proposed Changes. (2) Within 5 (or \_\_\_\_\_) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
- 15. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
  - A. Seller shall, within the time specified in paragraph 18A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
  - B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 18B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
  - C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**
- 16. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
  - A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 18B. Within the time specified in paragraph 18B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing required to prepare a Pest Control Report; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
  - B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 18B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
  - C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
  - D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- 17. **TITLE AND VESTING:**
  - A. Within the time specified in paragraph 18, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 18B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
  - B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
  - C. Within the time specified in paragraph 18A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

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CPA REVISED 12/15 (PAGE 5 OF 11)

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
  - E. Buyer shall receive a standard coverage owners CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 18. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).**
- A. **SELLER HAS: 7 (or \_\_\_) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5A, 6, 7, 8B(7), 11A, B, C, D and E, 12, 15A and 17A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
  - B. **(1) BUYER HAS: 17 (or \_\_\_) Days** After Acceptance, unless otherwise agreed in writing, to:
    - (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(7) and other applicable information, which Buyer receives from Seller, and approve all matters affecting the Property.
    - (2) Within the time specified in paragraph 18B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
    - (3) By the end of the time specified in paragraph 18B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 18A, then Buyer has **5 (or \_\_\_) Days** After Delivery of any such items, or the time specified in paragraph 18B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
    - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 18B(1) and before Seller cancels, if at all, pursuant to paragraph 18C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 18C(1).
  - C. **SELLER RIGHT TO CANCEL:**
    - (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
    - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a letter as required by paragraph 3J(1); (iii) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; or (iv) In writing assume or accept leases or liens specified in 8B(7); (v) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 25B; or (vi) Provide evidence of authority to sign in a representative capacity as specified in paragraph 23. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
  - D. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller, and (iii) give the other Party at least **2 (or \_\_\_) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 18.
  - E. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
  - F. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or \_\_\_) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.
  - G. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within **10 Days** After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
 CPA REVISED 12/15 (PAGE 6 OF 11)

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

**COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 6 OF 11)**



**19. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

**20. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within **5 (or \_\_\_) Days** Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 15; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

**21. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, OA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

**22. BROKERS:**

**A. COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

**B. BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify, defend, and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representations in this paragraph.

**C. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

**23. REPRESENTATIVE CAPACITY:** If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 40 or 41 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days After Acceptance**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

**24. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**

**A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder**, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10, 11D, 17, 18G, 21, 22A, 23, 24, 30, 38, 39, 41, 42 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 22A, or paragraph D of the section titled Real Estate Brokers on page 11 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 (or \_\_\_) Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 11 or elsewhere in this Agreement.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** After Acceptance (or \_\_\_\_\_). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 22A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 22A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.

**25. REMEDIES FOR BUYER'S BREACH OF CONTRACT:**

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R.FORM RID).**

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**26. DISPUTE RESOLUTION:**

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center ([www.consumermmediation.org](http://www.consumermmediation.org)) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 26C.**

- B. ~~**ARBITRATION OF DISPUTES:** The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 26C.~~

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

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CPA REVISED 12/15 (PAGE 8 OF 11)

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.
- 27. SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 28. MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
- 29. ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 26A.
- 30. ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOOA).
- 31. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 32. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 33. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer's or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 34. COPIES:** Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 35. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 36. GOVERNING LAW:** This Agreement shall be governed by the Laws of the state of California.
- 37. TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 38. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 39. DEFINITIONS:** As used in this Agreement:
- A. "Acceptance"** means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. "Agreement"** means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
CPA REVISED 12/15 (PAGE 9 OF 11)

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

**COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 9 OF 11)**

- C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
  - D. "Close Of Escrow" or "COE" means the date the grant deed, or other evidence of transfer of title, is recorded.
  - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
  - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
  - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
  - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
  - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
  - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
  - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
  - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
40. **AUTHORITY:** Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind that person's principal, and that the designated Buyer and Seller has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, Articles of Organization, By Laws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.
41. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Tom Turk, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by  \_\_\_\_\_  AM/  PM, on \_\_\_\_\_ (date)).

One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 07/23/2017 BUYER \_\_\_\_\_

(Print name) Mark Mendez and or Assignee LLC

Date \_\_\_\_\_ BUYER \_\_\_\_\_

(Print name) \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA).

42. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: \_\_\_\_\_

One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date \_\_\_\_\_ SELLER \_\_\_\_\_

(Print name) \_\_\_\_\_

Date \_\_\_\_\_ SELLER \_\_\_\_\_

(Print name) \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA).

( \_\_\_\_\_ / \_\_\_\_\_ ) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) \_\_\_\_\_ at \_\_\_\_\_

AM/  PM. **A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.**

**REAL ESTATE BROKERS:**

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.**
- B. Agency relationships are confirmed as stated in paragraph 2.**
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.**
- D. COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (**Selling Firm**) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) T'n'T Real Estate CalBRE Lic. # 01101280  
 By Tom Turk CalBRE Lic. # 00604960 Date 06/23/2017  
 By \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone (530)533-1636 Fax \_\_\_\_\_ E-mail ntrealestate1341@yahoo.com  
 Real Estate Broker (Listing Firm) \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_  
 By \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 By \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked,  a deposit in the amount of \$ \_\_\_\_\_), counter offer numbers \_\_\_\_\_  Seller's Statement of Information and \_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 24 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_  
 By \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone/Fax/E-mail \_\_\_\_\_  
 Escrow Holder has the following license number # \_\_\_\_\_  
 Department of Business Oversight,  Department of Insurance,  Bureau of Real Estate.

**PRESENTATION OF OFFER:** ( \_\_\_\_\_ ) Listing Broker presented this offer to Seller on \_\_\_\_\_ (date).  
 Broker or Designee Initials

**REJECTION OF OFFER:** ( \_\_\_\_\_ )( \_\_\_\_\_ ) No counter offer is being made. This offer was rejected by Seller on \_\_\_\_\_ (date).  
 Seller's Initials

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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Reviewed by \_\_\_\_\_  
 Broker or Designee





ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. \_\_\_\_\_

The following terms and conditions are hereby incorporated in and made a part of the:  Purchase Agreement,  Residential Lease or Month-to-Month Rental Agreement,  Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind),  Other \_\_\_\_\_, dated \_\_\_\_\_, on property known as \_\_\_\_\_ **2075 Baldwin Ave**

**Oroville, CA 95966-5311**

in which **Mark Mendez and or Assignee LLC** is referred to as ("Buyer/Tenant") and \_\_\_\_\_ is referred to as ("Seller/Landlord").

**Subject To: 1. Seller, City of Oroville, has disclosed that the property was subject to prior ground and environmental contamination. In addition to the Buyers obligations to investigate the nature and extent of any ground and/or environmental contamination, Buyer agrees to hold harmless, defend, and indemnify Seller, its officials, agents, employees, and representatives, for any future costs and expenses related to any environmental conditions subject to legal requirements for corrective action and/or in the event of any liability related thereto or resulting therefrom. This obligation shall survive closing and shall continue as an ongoing obligation of the Buyer.**

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_

Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_

**Mark Mendez and or Assignee LLC**

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)



BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address: 2075 Baldwin Ave, Oroville, CA 95966-5311 ("Property").

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
B. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
C. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
D. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL: Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
F. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
G. EARTHQUAKES AND FLOODING: Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
H. FIRE, HAZARD AND OTHER INSURANCE: The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS: Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
J. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
K. SECURITY AND SAFETY: State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer Mark Mendez and or Assignee LLC Buyer

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)





**POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER  
OR SELLER - DISCLOSURE AND CONSENT**

(C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

**Multiple Buyers:** Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

**Multiple Sellers:** Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

**Dual Agency:** If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

**Offers not necessarily confidential:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

**Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.**

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ **Mark Mendez and or Assignee LLC** Date **06/23/2017**  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

Real Estate Broker (Firm) \_\_\_\_\_ CalBRE Lic # \_\_\_\_\_ Date \_\_\_\_\_  
By \_\_\_\_\_ CalBRE Lic # \_\_\_\_\_ Date \_\_\_\_\_

Real Estate Broker (Firm) **T'n'T Real Estate** CalBRE Lic # **01101280** Date **06/23/2017**  
By **Tom Turk** CalBRE Lic # **00604960** Date \_\_\_\_\_

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**DISCLOSURE REGARDING  
REAL ESTATE AGENCY RELATIONSHIP**

(Selling Firm to Buyer)  
(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/14)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

**SELLER'S AGENT**

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**BUYER'S AGENT**

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**AGENT REPRESENTING BOTH SELLER AND BUYER**

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Buyer  Seller  Landlord  Tenant \_\_\_\_\_ Date 06/23/2017  
*Mark Mendez and or Assignee LLC*

Buyer  Seller  Landlord  Tenant \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ *T'n'T Real Estate* BRE Lic. # 01101280  
Real Estate Broker (Firm)

By \_\_\_\_\_ BRE Lic. # 00604960 Date 06/23/2017  
(Salesperson or Broker-Associate) *Tom Turk*

|   |            |                       |            |
|---|------------|-----------------------|------------|
| Agency Disclosure Compliance (Civil Code §2079.14):   |            |                       |            |
| • When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.   |            |                       |            |
| • When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here: |            |                       |            |
| Seller/Landlord _____   | Date _____ | Seller/Landlord _____ | Date _____ |

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**AD REVISED 12/14 (PAGE 1 OF 2)**

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)**



**CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)**

**2079.13** As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

**2079.14** Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

**2079.15** In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17** (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one):  the seller exclusively; or  both the buyer and seller.  
(Name of Listing Agent)  
(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one):  the buyer exclusively; or  the seller exclusively; or  both the buyer and seller.  
(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

**2079.18** No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

**2079.21** A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22** Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

**2079.23** A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**

**FROM: RUTH WRIGHT, FINANCE DIRECTOR  
FINANCE DEPARTMENT**

**RE: BUTTE COUNTY TOURISM BUSINESS IMPROVEMENT DISTRICT  
REFUND**

**DATE: SEPTEMBER 19, 2017**

**SUMMARY**

The Council may receive information regarding a cost reimbursement from the Butte County Tourism Business Improvement District (TBID).

**DISCUSSION**

On October 6, 2015, the Oroville City Council approved a resolution granting consent to form the Butte County TBID and include the City as a jurisdiction within the District. This District was to promote tourism in the County.

All participating jurisdictions throughout the County agreed to collectively fund the initial funding needs for planning and implementation. The City's contribution of \$5,040 was approved by Council for payment on January 5, 2016.

The organization responsible for managing the TBID funds has agreed to reimburse the jurisdictions for formation costs. On August 29, 2017, the City received a reimbursement of \$3,674.16 for these costs. This reimbursement was for initial marketing activities that were not undertaken.

**FISCAL IMPACT**

Unanticipated Revenue of \$3,674.16. Deposited to the General Fund, Refunds and Reimbursements 3501-4830

**RECOMMENDATION**

None.

**ATTACHMENTS**

A - Letter from Explore Butte County



Explore Butte County  
P.O. Box 2154  
Chico, CA 95927

[ExploreButteCounty.com](http://ExploreButteCounty.com)

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**Don Rust**  
**Interim City Administrator**  
**City of Oroville**  
**1735 Montgomery Street**  
**Oroville, CA 95965**

**RE: Butte County TBID Formation Repayment**

Dear Mr. Rust,

During the formation of the Butte County Tourism Business Improvement District (TBID), Butte County and the local jurisdictions contributed funds to district formation costs as well as initial marketing activities related to tourism promotion. The County collected funds from the jurisdictions, including the City of Oroville, and paid the consultant, Civitas and Associates, for expenses related to formation. Explore Butte County, the organization responsible for managing the TBID funds, agreed to reimburse the jurisdictions for formation costs.

Initial marketing activities were not undertaken by the County after the district was formed. The County has determined that Explore Butte County is best suited to execute the initial marketing activities in accordance with the newly adopted marketing plan for the region.

The City of Oroville's full payment to Butte County was \$5,040.00; \$3,674.16 was used for the initial formation costs, \$1,365.84 was earmarked for the initial marketing costs. Please find the enclosed check for full repayment of the initial formation costs, in the amount of \$3,674.16.

If you have any questions, please contact Explore Butte County Treasurer, Jennifer Macarthy at [jmacarthy@bcoe.com](mailto:jmacarthy@bcoe.com).

Thank you,

Carolyn Denero  
Program Manager  
Explore Butte County  
[carolyn@explorebutteca.com](mailto:carolyn@explorebutteca.com)  
209-298-2956

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: GRANT OF UTILITY EASEMENT TO PACIFIC GAS AND ELECTRIC  
COMPANY**

**DATE: SEPTEMBER 19, 2017**

**SUMMARY**

The Council may consider granting an Easement Deed to Pacific Gas & Electric Company (PG&E) for an 840-square foot section of Parking Lot A (APN 012-032-032).

**DISCUSSION**

PG&E owns and maintains an electrical transformer located on the northwest corner of Myers Street and Montgomery Street in Parking Lot A. Because the transformer cannot adequately serve the needs of the building on the southwest corner of this intersection, PG&E desires to replace the transformer with a larger transformer in the same location and with the same footprint. The easement will be limited to a subsurface use, and surface paving and parking will remain.

Because the transformer location within the parking lot is outside of the public right of way, the City would be required to grant a utility easement to PG&E to facilitate the transformer replacement. The purpose for the replacement of this transformer is to adequately serve the building located at the southwest corner of Myers Street and Montgomery Street within Historic Downtown Oroville.

**FISCAL IMPACT**

PG&E has provided a value estimate of the cost to acquire the easement at \$1,050. All costs associated with the transformer relocation will be paid for by PG&E.

**RECOMMENDATION**

Adopt Resolution No. 8652 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EASEMENT DEED TO PACIFIC GAS AND ELECTRIC COMPANY GRANTING UTILITY EASEMENT RIGHTS WITHIN A 840-SQUARE FOOT AREA LOCATED AT APN: 012-032-032 FOR THE PLACEMENT OF A LARGER ELECTRICAL TRANSFORMER AT SAID

LOCATION

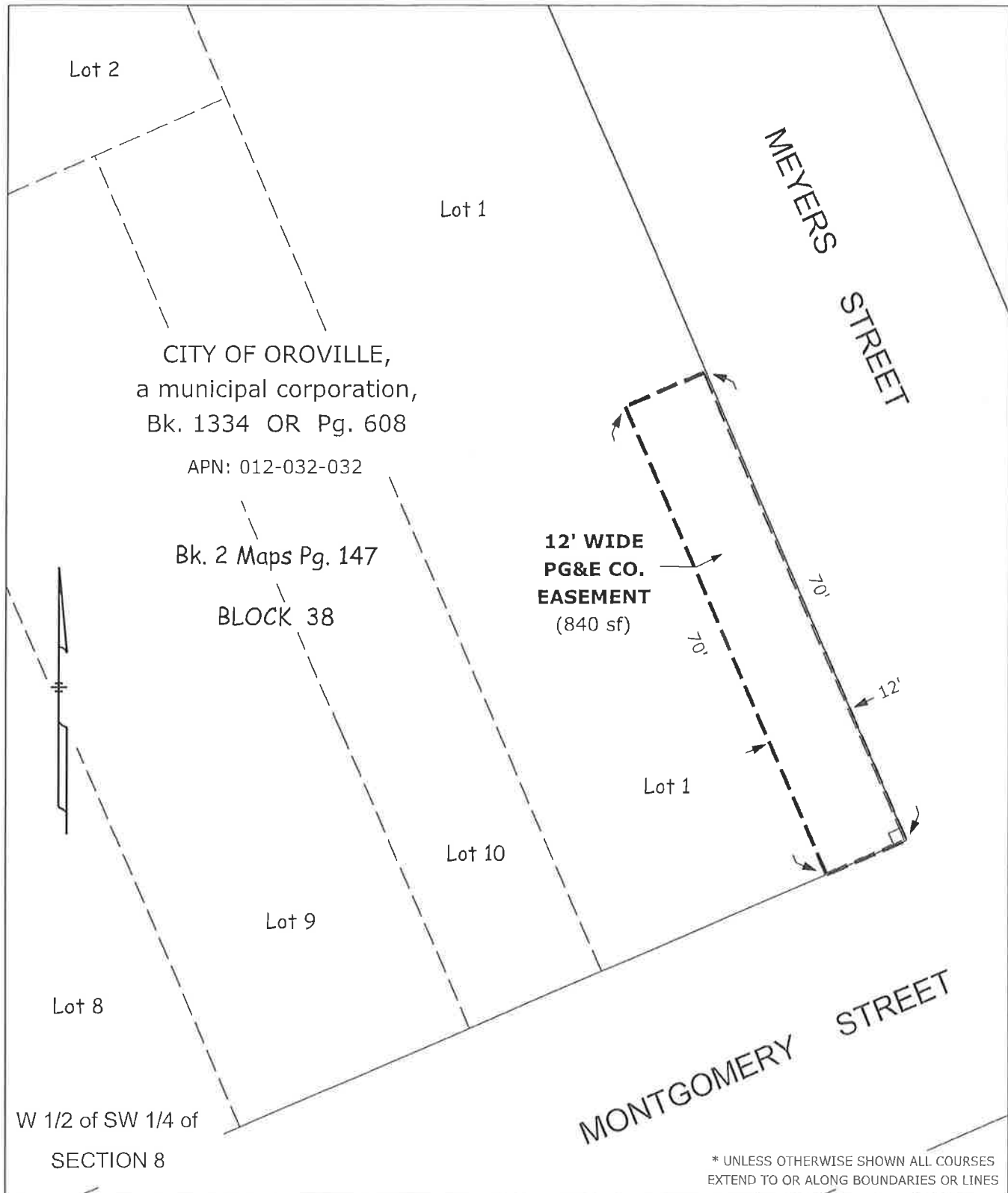
**ATTACHMENTS**

A – Plat Map

B – Resolution No. 8652

C – Easement Deed (APN: 012-032-032)

D – Value Estimate of Easement



|   |                 |             |                   |                          |                         |
|---|-----------------|-------------|-------------------|--------------------------|-------------------------|
| Applicant: <b>Meyers St. @ Montgomery St. Tx</b>                  |                 |             |                   | SCALE<br>NONE            | DATE<br>8/14/17         |
| SECTION<br>8  | TOWNSHIP<br>19N | RANGE<br>4E | MERIDIAN<br>MDB&M | COUNTY OF: BUTTE         | CITY OF: OROVILLE       |
| PLAT MAP G2315D & G2320B<br>REFERENCES 2017-31279111Phulpsuge.dgn |                 |             | PG&E              | NORTH VALLEY<br>DIVISION | 31279111<br>AUTHORIZ    |
|   |                 |             | F.B.: RTY3        | DR.BY: RTY3              | CH.BY: RVML             |
|   |                 |             |                   |                          | A-19-4-8<br>DRAWING NO. |

**CITY OF OROVILLE  
RESOLUTION NO. 8652**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EASEMENT DEED TO PACIFIC GAS AND ELECTRIC COMPANY GRANTING UTILITY EASEMENT RIGHTS WITHIN A 840-SQUARE FOOT AREA LOCATED AT APN: 012-032-032 FOR THE PLACEMENT OF A LARGER ELECTRICAL TRANSFORMER AT SAID LOCATION**

**BE IT HEREBY RESOLVED** by the Oroville City Council as follows:

1. The Mayor is hereby authorized to execute an Easement Deed granting the Pacific Gas and Electric Company utility easement rights within a 840-square foot area within APN 012-032-032. A copy of the Easement Deed is attached to this Resolution.
  
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on September 19, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Donald Rust, Acting City Clerk

**RECORDING REQUESTED BY AND RETURN TO:**

***PACIFIC GAS AND ELECTRIC COMPANY***  
***245 Market Street, N10A, Room 1015***  
***P.O. Box 770000***  
***San Francisco, California 94177***

Location: City/Uninc \_\_\_\_\_

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

\_\_\_\_\_  
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD#2119-04-

EASEMENT DEED

CITY OF OROVILLE, a municipal corporation,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the City of Oroville, County of Butte, State of California, described as follows:

(APN: 012-032-032)

The parcel of land described in the deed from Beacon Light Mission, Inc., a corporation to City of Oroville, a municipal corporation, dated August 24, 1964 and recorded in Book 1334 of Official Records at page 608, Butte County Records.

Said facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strip of land described as follows:

A strip of land of the uniform width of 12 feet lying contiguous to and westerly of the easterly boundary line of said lands and extending from the southerly boundary line of said lands northerly 70 feet (measured along said easterly boundary line).

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.


Dated: \_\_\_\_\_, \_\_\_\_\_.

CITY OF OROVILLE,  
a municipal corporation

By \_\_\_\_\_

Name:

Title:

North Valley Division, Area 6  
Chico Land Service Office  
Operating Department: Electric Distribution  
USGS location: M.D.M. T. 19 N., R. 4 E., Section 8, W 1/2 of SW 1/4  
FERC License Number(s): N/A  
PG&E Drawing Number: A-19-4-8  
PLAT NO.: G2315D & G2320B (Elec.)  
LD of any affected documents: N/A  
LD of any Cross-referenced documents: N/A  
TYPE OF INTEREST: 4, 6, & 43  
SBE Parcel Number: N/A  
(For Quitclaims, % being quitclaimed): N/A  
PM # 31279111 Operation # 0070  
JCN: N/A  
County: Butte  
Utility Notice Numbers: N/A  
851 Approval Application No. \_\_\_\_\_ N/A \_\_\_\_\_ Decision N/A \_\_\_\_\_  
Prepared By: RTY3  
Checked By:  SDPF  
Approved By: N/A  
Revised By: N/A



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

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

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Here insert name and title of the officer

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

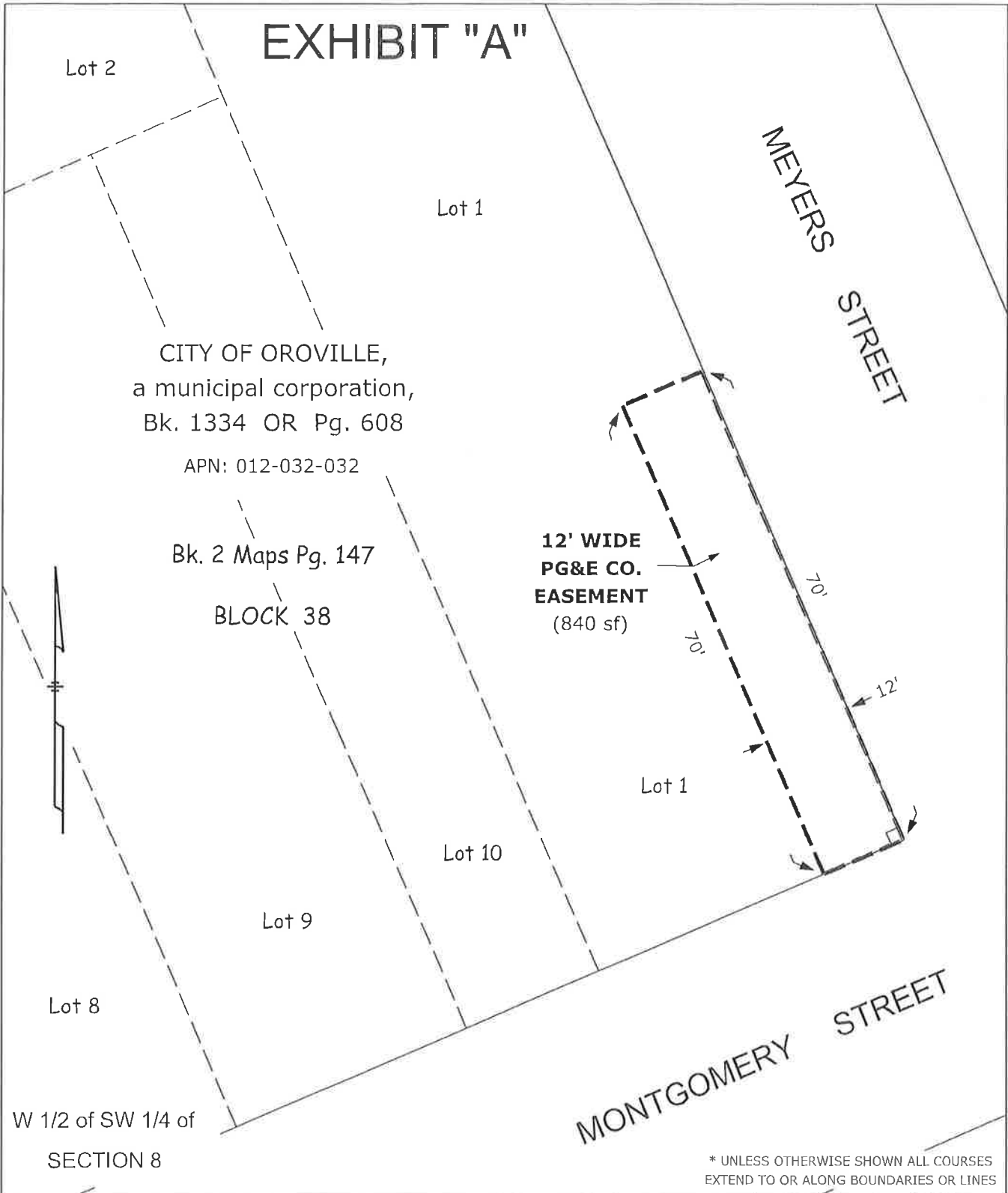
\_\_\_\_\_  
Signature of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

# EXHIBIT "A"



|   |                 |             |                   |                          |                         |
|---|-----------------|-------------|-------------------|--------------------------|-------------------------|
| Applicant: <b>Meyers St. @ Montgomery St. Tx</b>                  |                 |             |                   | SCALE<br>NONE            | DATE<br>8/14/17         |
| SECTION<br>8  | TOWNSHIP<br>19N | RANGE<br>4E | MERIDIAN<br>MDB&M | COUNTY OF: BUTTE         | CITY OF: OROVILLE       |
| PLAT MAP G2315D & G2320B<br>REFERENCES 2017-31279111Phulpsuge.dgn |                 |             | PG&E              | NORTH VALLEY<br>DIVISION | 31279111<br>AUTHORIZ    |
|   |                 |             | F.B.: RTY3        | DR.BY: RTY3              | CH.BY: RVML             |
|   |                 |             |                   |                          | A-19-4-8<br>DRAWING NO. |

## Memorandum

**DATE:** September 6, 2017

**TO:** Nathan Mott  
Principal Right of Way Agent  
PG&E Land Department  
1850 Gateway Drive, #744A  
Concord, CA 94520

**FROM:** Mark apHugh – Associated Right of Way Services, Inc.

**PROJECT:** City of Oroville

**SUBJECT:** Valuation Analysis

---

As requested, Associated Right of Way Services, Inc. (ARWS) has conducted research necessary to provide an estimate of the cost to acquire an easement from a portion of property located at the northwest corner of Montgomery Street and Meyers Street in the City of Oroville, Butte County for a proposed subsurface electrical facility. This analysis is subject to the general assumptions and limiting conditions contained within this memorandum.

An exhibit was provided by the Client. In addition, public information was used to determine the characteristics of the property that is the subject of this memorandum. A copy of this exhibit is attached. The subject larger parcel is comprised of one Assessor's parcel identified as APN 012-032-032, contains 1.46 acres, and is owned by the City of Oroville, according to public records. The Client's exhibit places the proposed property acquisition at the southeast corner of the site at the northwest corner of Montgomery Street and Meyers Street, located in the Downtown Business District. The property appears to be developed with a public parking lot. The Client has verified that the easement will be limited to a subsurface use, and surface paving and parking will be allowed in the after condition. Therefore the area of the proposed acquisition will not limit the existing use. It is assumed that any parking spaces or other site improvements will be replaced as a cost of the project. Since a field inspection is beyond the scope of this assignment, this cost estimate includes the purchase of the underlying land only.

Based on information obtained from the City of Oroville website, the subject property has a base zoning designation of PQ: Public or Quasi-Public Facilities, and is contained within the Downtown Historic and Planned Development overlays. According to the General Plan Land Use Map, the subject property has been designated Park and is contained within the Arts, Culture, and Entertainment Overlay. The PQ district is intended for the accommodation of governmental, public, public utility and educational facilities. No change to the current public use is anticipated in the foreseeable future. However, for the purposes of this assignment, the subject property is considered as if available for a private use. The surrounding non-municipal zoning is predominantly MXD: Downtown Mixed Use and the land uses are consistent with this zoning, consisting of retail, office and multi-family residential. It is assumed that the highest and best use of the subject as if available for a private use, is for future development to a maximally productive use according to the Downtown Mixed Use zoning.

A search of current listings and recently sold properties capable of supporting an allowed use under the MXD zoning and located in the local neighborhood and surrounding area was conducted to estimate a probable price for the required easement rights. A table of the sales and active listings used for this analysis is attached to this memorandum. The sales data was used to determine a basis for a probable price for the subject land value on a unit basis of price per square foot. This analysis is not an appraisal and should not be relied upon for any other purpose than the intent of this assignment. An actual appraised value could vary significantly.

The prices of the sales and listings produced a range from \$1.49 to \$4.47 per square foot. Considering all of the sales, a probable price of \$4.00 per square foot for the subject land is indicated.

The total area of the proposed easement is 840 square feet. The easement essentially acquires the subsurface rights in the area. The current use will not be restricted or otherwise impacted. Although construction of structures or other buildings will be prohibited, it appears that much of the easement area is located within a 10-foot setback specified by the MXD zoning. Consequently a 30% diminution is assigned to the area.

Based on this percentage, a reasonable price for the easement area is calculated as follows:

| Acquisition                | Area<br>Sq.Ft. |   | Estimated price |   | Estimated diminution<br>of easement |   | Total                                  |
|----------------------------|----------------|---|-----------------|---|-------------------------------------|---|--|
| Public Utility<br>Easement | 840            | x | \$4.00          | x | 30%                                 | = | \$1,008, <b>rounded<br/>to \$1,050</b> |

This analysis is subject to the attached assumptions and limiting conditions. Please let us know if you have any questions.

## **Assumptions and Limiting Conditions**

These Assumptions and Limiting Conditions are included by reference and made a part of the cost estimates and related correspondence for this assignment.

### **General Assumptions**

The following assumptions and limiting conditions have been relied upon and used in making this right of way Cost Estimate:

- The preliminary research presented here is not an appraisal and no attempt has been made to perform an appraisal of the identified properties. Actual appraised values could vary significantly. This estimate should not be relied upon for any purpose other than the intent of this assignment, which is for general budget and planning purposes. This estimate is not to be used in connection with any eminent domain, government code offer or other legal proceeding. AR/WS is not responsible for unauthorized use of this estimate.
- No responsibility is assumed for legal or title considerations. Title to the properties is assumed to be clear and marketable. No recorded or unrecorded matters of exception to title were considered. Preliminary Title Reports were not provided and AR/WS relied on Assessor's records, and/or information supplied by the Client.
- The subject property is assumed to be free and clear of any or all liens, encumbrances or private deed restrictions.
- The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy. Although the information presented is presumed to be accurate, no attempt has been made to verify its accuracy.
- AR/WS assumes no responsibility for any property's subsoil or the structures that render it more or less valuable. It is assumed that there are no hazardous or toxic substances in the structure or soil comprising the subject ownership. No responsibility is assumed for arranging for engineering studies or a survey, which may be required to discover these conditions. The estimated costs do not include costs which might be related to remediation or removal of hazardous waste, utility relocation costs, consulting or legal fees related to any property or condemnation.
- Possession of this cost estimate, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written prior consent of AR/WS, and in any event, only with proper written qualification and only in its entirety. The delivery and/or possession of this document does not require AR/WS to attend or give testimony at any meeting, public hearing, pretrial conference, deposition, or court.
- Neither all nor any part of the contents of this document (*especially any estimates, the identity of the estimator, or the firm with which the estimator is connected*) shall be disseminated to the public through advertising, public relations, news sales, or other media.

- AR/WS relied on the location of the parcel as depicted on an exhibit provided by the Client, the County Assessor's parcel map and other public information. Property boundaries were not identified by survey. Any changes to parcel delineations or areas may result in changes to the estimated cost.
- No analysis for loss of business goodwill was estimated. Loss of business goodwill costs may be potentially significant. An expert in this field should be retained if these estimates are needed.
- No administrative or soft costs associated with the acquisition have been estimated.
- It is assumed that improvements are in compliance with all applicable planning, zoning and use regulations and/or restrictions.
- No level of valuation expertise beyond that of a right of way professional, including that of an appraiser, is implied, regardless of the qualifications of the individual sending this document. This memorandum should not be relied upon as the sole basis for making decisions regarding the purchase or sale of the subject property.

#### **Special Assumptions and Limiting Conditions**

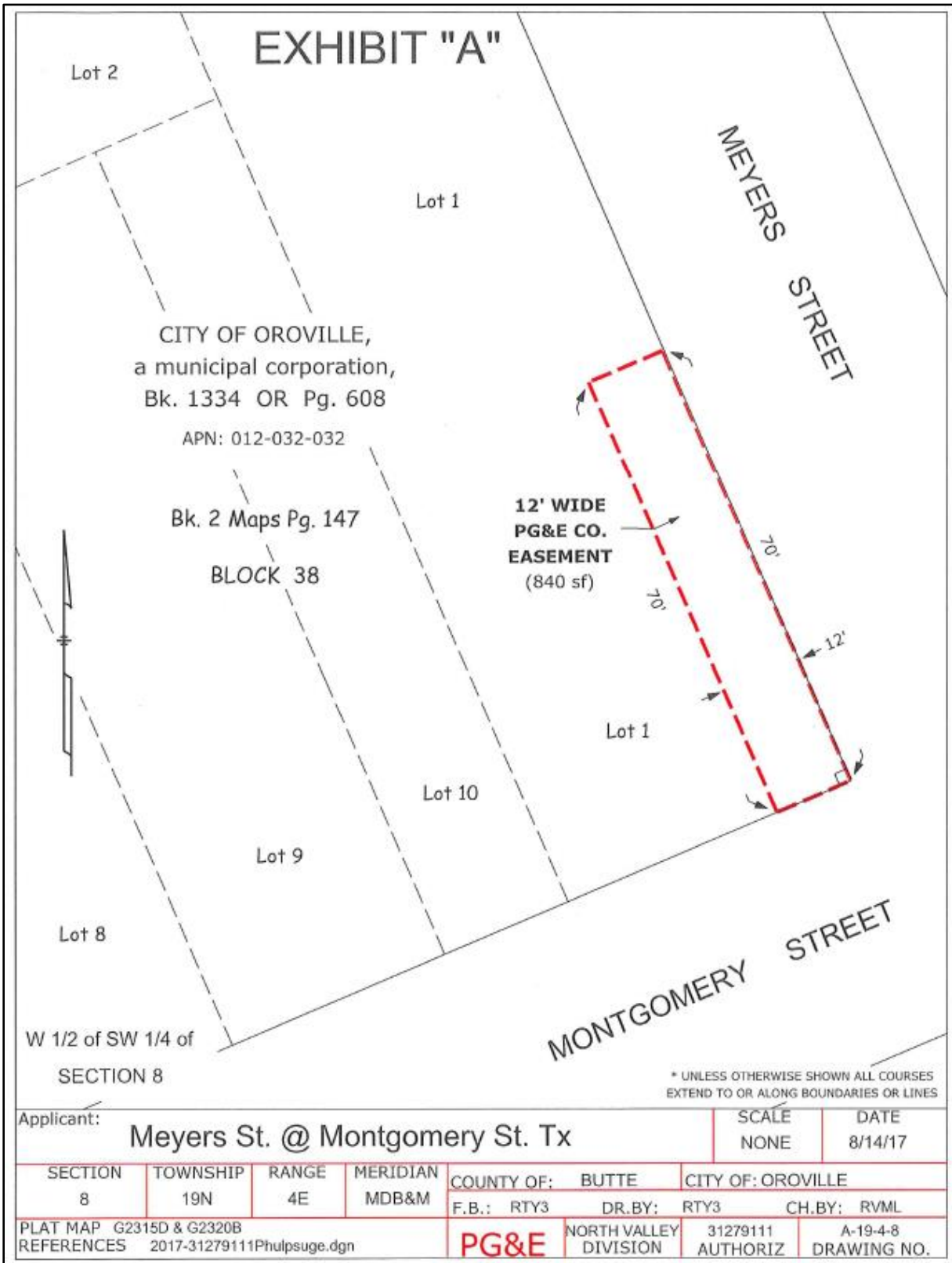
- A site inspection was not performed. It is assumed that the exhibit provided by the Client is representative of the current condition of the property. Improvements within the property acquisition, if any, have not been evaluated.
- The preliminary estimate does not include a calculation for a temporary construction easement(s) if one is needed.
- It is assumed that any utilities which may be affected will either be maintained or relocated.
- Zoning and General Plan information was as reported on the City's website. It is assumed that there are no planned changes in the present zoning or regulations governing use that would impact the cost estimate.
- No specific quantitative adjustments were applied to the sales/offers as they compared to the identified subject site.
- Published data was not verified by AR/WS. The data relied upon is not guaranteed to be either true or correct. It is assumed that the data is reasonably accurate and credible.
- Unless specifically stated in the memorandum above, any potential damages not discoverable through the cursory information provided were not considered. Changes to this assumption based on future guidance may have a significant impact on this estimate.

## Sales Data Summary

### Land Sales Data

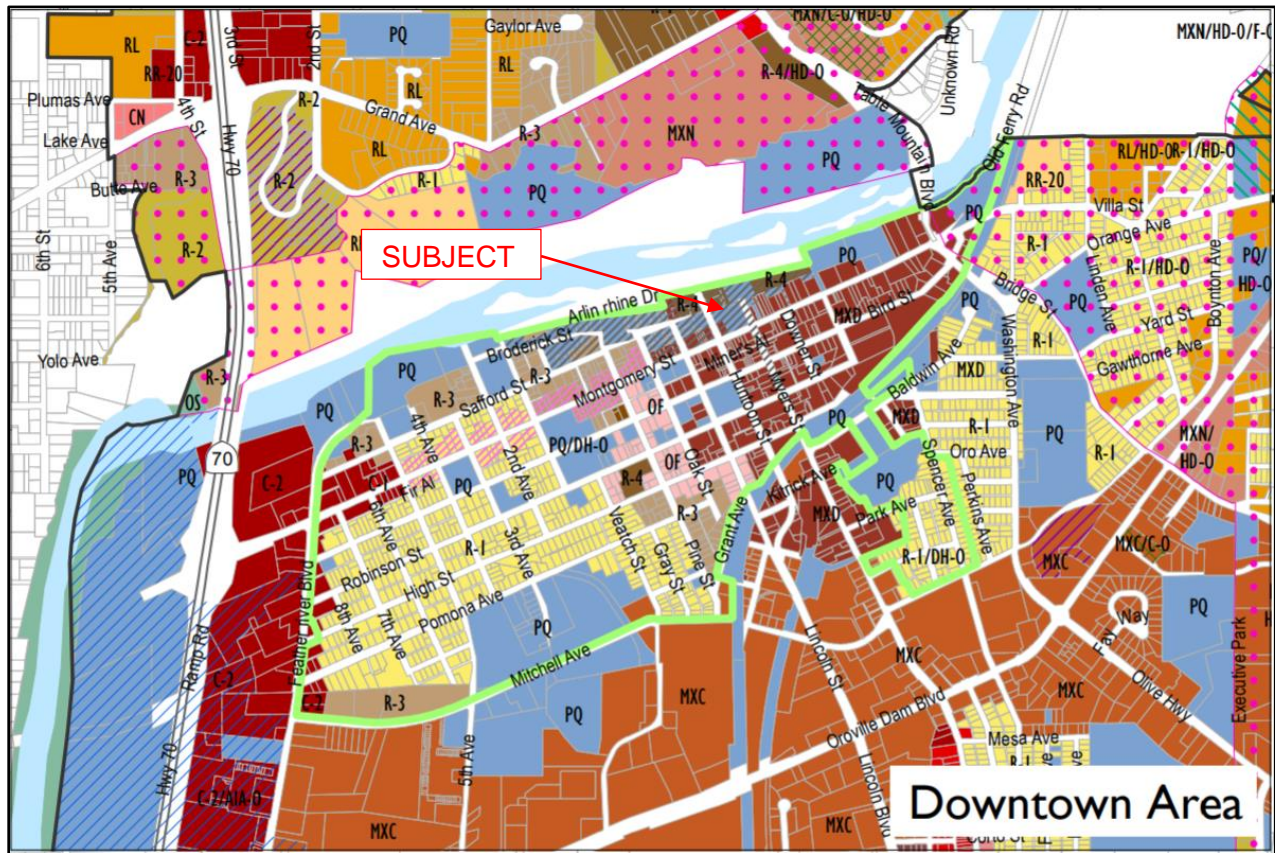
| No.            | Address<br>City<br>APN  | Recording<br>Date | Site Size<br>(Acres) | Sale Price /<br>\$/Sq. Ft. | Comments   |
|----------------|---|-------------------|----------------------|----------------------------|--|
| <b>MU-01</b>   | 1645 Lincoln Street<br>Oroville<br>012-151-021                          | 11/10/2016        | 0.24                 | <u>\$24,000</u><br>\$2.30  | Vacant, level, OF: Office zoned.<br>Located in Downtown Business<br>District.              |
| <b>MU-02</b>   | Montgomery Street<br>Oroville<br>012-042-006, + various<br>8 APNs total | 5/6/2016          | 1.05                 | <u>\$68,000</u><br>\$1.49  | 8 APNs, contiguous, interior<br>lots, MXD zoned. Downtown<br>Business District.            |
| <b>MU-03</b>   | 2044-62 Montgomery Street<br>Oroville<br>012-032-009, 010, 034          | 11/17/2015        | 0.41                 | <u>\$62,000</u><br>\$3.47  | Vacant, level, MXD zoned.<br>Downtown Business District.                                   |
| <b>MU-04</b>   | 2500 Mitchell Avenue<br>Oroville<br>013-250-062, 063                    | Offering          | 1.67                 | <u>\$325,000</u><br>\$4.47 | Level, corner lot at signalized<br>intersection. 2 APNs; MXC:<br>Corridor Mixed Use zoned. |
| <b>MU-05</b>   | 1616 Huntoon Street<br>Oroville<br>012-151-004, 005                     | Offering          | 0.15                 | <u>\$27,500</u><br>\$4.21  | 2 parcels, corner, level, MXD<br>zoned. Downtown Business<br>District.                     |
| <b>Subject</b> | NWC Meyers St & Montgomery S<br>Oroville<br>012-032-032                 | N/A               | 1.46                 | N/A                        | City owned public parking lot.<br>Level, corner MXD zoning.<br>Downtown Business District. |

**Project Exhibit**

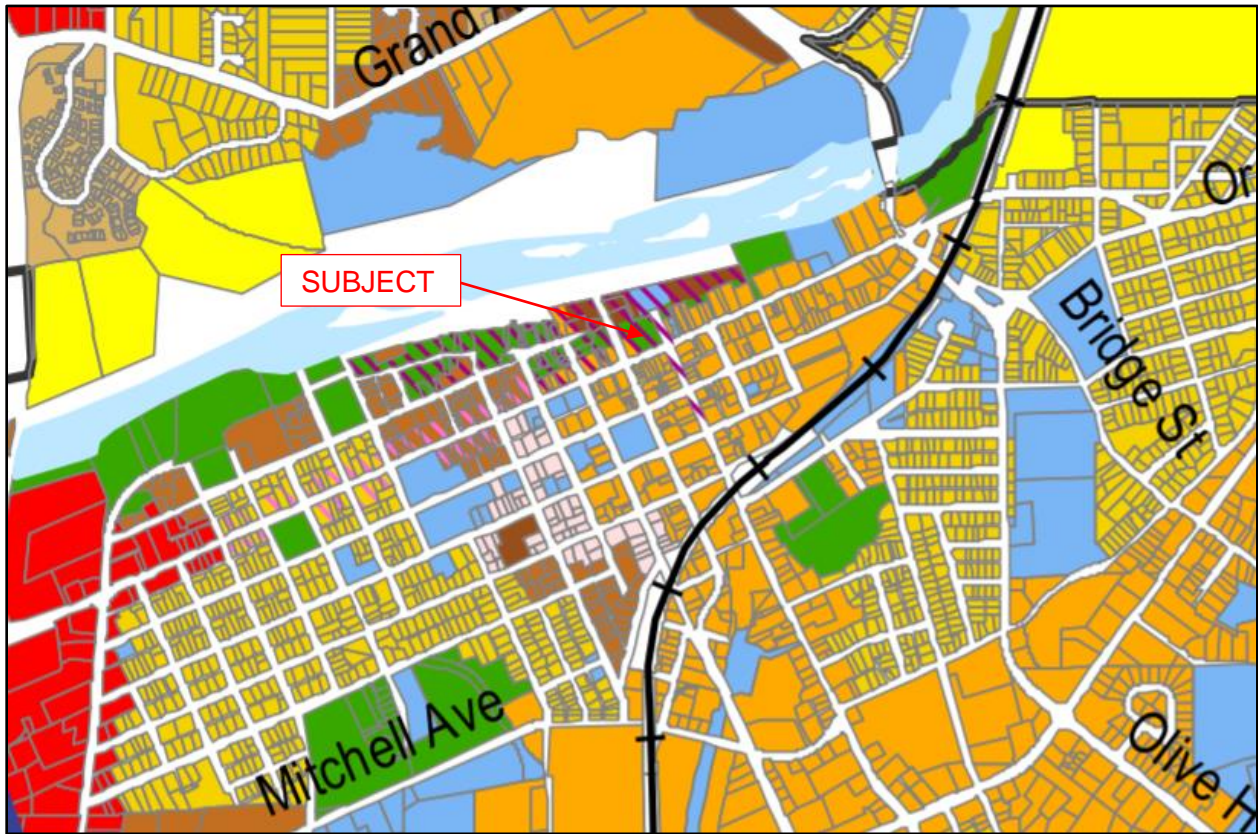




### Zoning Map



### General Plan Map



**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III  
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT**

**RE: 2017 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
APPLICATION**

**DATE: SEPTEMBER 19, 2017 (*Continued from September 5, 2017*)**

**SUMMARY**

The Council will continue the public hearing from September 5, 2017 and consider the submittal of 2017 Community Development Block Grant (CDBG) Application and provide direction to staff indicating the priority of the proposed activities to be submitted to State.

**DISCUSSION**

On September 1, 2017, the State CDBG Department released CDBG Notice of Funding Availability (NOFA) to State CDBG non-entitlement cities and counties. The application is due Friday, December 1, 2017. On September 5, 2017, staff conducted a public hearing reviewing the changes to the 2017 NOFA, applications maximum funding limits and eligible activities and council requested staff bring back a list of options to consider.

The Funding limit for the 2017 NOFA is \$5,000,000 with only two (2) activities and one (1) Supplemental activity.

Eligible Activities are listed below:

- 1) Enterprise Fund (EF) Activity
  - a. Business Assistance and Micro-enterprise (ME) up to \$500,000
- 2) Housing Activity
  - a. Housing Rehabilitation Program (1-4) (HR), or Homeownership Assistance Program (HA) or Housing Combo-HR and HA up to \$1,000,000.
  - b. Housing Project-Multi-Family Rental (5 or more units) Rehabilitation with or without Acquisitions, up to \$3,000,000.
  - c. Housing Project-Acquisitions of Real Property-for Multi-Family Housing Projects up to \$3,000,000.
- 3) Public Improvements or Public Improvements in Support of Housing New Construction Activity, up to \$5,000,000.
- 4) Public Facility Activity, up to \$5,000,000.
- 5) Public Service Activity, up to \$500,000 for two (2) separate public service programs (including code enforcement) counts as one (1) activity.
- 6) Planning and Technical Assistance Activity, up to \$100,000.
- 7) ED Over the Counter (OTC), up to \$3,000,000.

**FISCAL IMPACT**

There is no impact to the General Fund.

**RECOMMENDATION**

Provide direction, as necessary.

**ATTACHMENT**

A - List of potential CDBG eligible projects

## 2017 CDBG ELIGIBLE ACTIVITIES

| <b>Activity</b>   | <b>Description</b>  | <b>Maximum Funding Limit</b> | <b>Rank</b> |
|---|---|------------------------------|-------------|
| <b>Homeownership Assistance, Housing Rehabilitation, or Housing Combo</b> | Choose either Homeownership Assistance, Housing Rehab or a combination of both. If you choose both, you can move funding around in response to the need of the community, with approval from the state.   | \$1,000,000                  |             |
| <b>Housing Project-Multi-Family Rental (5 or more units)</b>              | Financing the costs of repairs and general property improvements to renter-occupied units, loans for refinancing existing indebtedness by property being rehabilitated, improvements to increase efficient use of energy, conversion of commercial properties into housing units., conversion of non-residential structures, projects with at least 51 % of the units occupied by or restricted for low/mod households. | \$3,000,000                  |             |
| <b>Housing Project-Multi-Family Acquisitions of Real Property</b>         | Acquisition of Property for the purpose of housing projects. Acquisitions of existing rental housing, the majority (51%) of units are to be occupied by low- or moderate income residents, resident purchase of mobile home park, Acquisition of vacant land as part of an affordable housing development project.  | \$3,000,000                  |             |
| <b>Public Improvements</b>  | The costs of construction, reconstruction, rehabilitation or installation of public improvement projects, including water and sewer   | \$5,000,000                  |             |

|                          |   |             |  |
|--------------------------|---|-------------|--|
|                          | facilities, flood and drainage facilities, street improvements (including Sidewalks, curbs, and gutters), and utilities. <u>Project must be located in and serve predominately residential area.</u>  |             |  |
| <b>Public Facilities</b> | Acquisition, rehabilitation, or new construction of buildings and grounds used to provide one or more eligible CDBG Public Service, the acquisition of real property (including air rights, water rights, easements, rights of ways and other interest therein) if the property is Blighted, deteriorating, underdeveloped, or inappropriately developed from a standpoint of sound community development and growth, appreciate for rehabilitation or conservation activities or, the acquisitions of land for use as a park serving primarily a residential neighborhood that is predominately low/mod income, temporary housing for persons with special needs. A Use Limitation Agreement would be required for at least 5 years after the closeout of the CDBG contract to ensure eligible public services will continue to be provided. | \$5,000,000 |  |
| <b>Public Services</b>   | Up to two (2) public services will count as one activity, to include labor, supplies, materials and other costs.<br><br><u>Code Enforcement must only take place in primarily residential areas</u> where 51% of the residents are low/mod income. CDBG funds may not   | \$500,000   |  |



|   |  |                  |  |
|---|--|------------------|--|
|   | <p>be used to pay for Code Enforcement in every area or neighborhood of the city's entire jurisdiction, can only pay for staff salaries for Code Enforcement Officers issuing citations for code violation and must be carried out in deteriorating or deteriorated areas where enforcement may be expected to arrest the decline of the area and have measurable outcomes and success is documented.</p> <p>Oroville is currently funding the following four (4) public services to expire in October 2017:</p> <ul style="list-style-type: none"> <li>• Boys and Girls Club</li> <li>• Catalyst</li> <li>• Code Enforcement</li> <li>• YMCA</li> </ul> |                  |  |
| <p><b>Planning &amp; Technical Assistance</b></p> | <p>One (1) PTA Activity<br/> CD and ED planning studies focused on research, analysis and planning for community needs concerning housing, public improvement, community facilitates, public services, local planning issues, business development, job creation or retention., etc.</p>   | <p>\$100,000</p> |  |



|                      |   |                     |  |
|----------------------|---|---------------------|--|
| <b>SC-OR Project</b> | Staff received a request from SC-OR to apply for funding on their behalf to construct a new Primary Influent Pump Station (PIPS) with a designed capacity of 16mgd for the regional wastewater treatment plant. The total project cost is estimated to be \$4.5 million and they have applied for USDA rural development funds which could potentially fund up to 53% of the project. | \$2,500,000/approx. |  |
|----------------------|---|---------------------|--|

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**

**FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY  
PUBLIC SAFETY DEPARTMENT**

**RE: ADOPTION OF COMMUNITY EMERGENCY OPERATION PLAN**

**DATE: SEPTEMBER 19, 2017**

**SUMMARY**

The Council may consider adopting the final version of the Emergency Operation Plan (Plan) for the City of Oroville.

**DISCUSSION**

Since June of 2011, staff has been working with the Butte County Office of Emergency Management and Lennette Dease of the Dease Group, a consulting firm contracted to update Emergency Response Plans for multiple cities in Butte County. The most significant outcome is that all cities now have plans that are crafted in an identical manner. This results in a seamless fit between communities when a disaster strikes, impacting multiple or even all our communities. Another advantage is that updates to the plans are easier and more cost effective and less time consuming to complete. Finally, cross training and co-utilization of staff members assigned to support EOC's will be easier and help the processing of information between community EOC's to be more efficient.

This Plan was distributed in July, 2017, to each of the City's Department Heads and Acting City Administrator. When this Plan was originally drafted, the Fire Chief at that time, along with the consultant and Office of Emergency Management Manager, held an overview briefing of the Plan and solicited feedback from each of the Department Heads for their respective sections of the Plan. This feedback was adopted into the Plan and the final draft is now ready for review and approval by the Council.

**FISCAL IMPACT**

Funding for the development of the Plan was provided through a Homeland Security grant by the Butte County Office of Emergency Management. The City provided in-kind services through the Fire Chief's time in working with the consultant and Butte County Office of Emergency Management.

## **RECOMMENDATION**

Adopt Resolution No. 8653 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE COMMUNITY EMERGENCY OPERATION PLAN FOR THE CITY OF OROVILLE.

## **ATTACHMENTS**

A - Resolution No. 8653

*Due to the size of the Oroville Emergency Response Plan, copies of the Plan may be located on the City's website: [www.cityoforoville.org](http://www.cityoforoville.org) or at City Hall, 1735 Montgomery Street, Oroville, CA 95965, during normal business hours – Monday – Friday 8:00 am - 5:00 pm.*

**CITY OF OROVILLE  
RESOLUTION NO. 8653**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE  
COMMUNITY EMERGENCY RESPONSE PLAN**

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Oroville City Council as follows:

1. The Council hereby adopts the new Community Emergency Response Plan for the City of Oroville;
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on September 19, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Donald Rust, Acting City Clerk

# City of Oroville



# Emergency Operations Plan

September 2017



## ACKNOWLEDGEMENT

The Dease Group Consulting would like to acknowledge and thank the City of Oroville Public Safety Department for their support during the update of this Emergency Operations Plan and the overall project. Additionally, we would like to thank those City of Oroville departments and stakeholders who play a critical role in the Emergency Management Organization within the city.

As with any working plan, this document represents planning strategies as understood as of the date of this plan's release. Our hope is that this plan provides effective tools, guidance and strategies in support of emergency operations planning, preparedness, response, recovery and mitigation within the City of Oroville.



**FEMA**

This document was prepared under a grant from the Federal Emergency Management Agency's Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the U.S. Department of Homeland Security.

## LETTER OF PROMULGATION

January 2012

To: Officials and Employees of the City of Oroville

The preservation of life and property is an inherent responsibility of all levels of government. As disasters occur in devastating form at any time, the City of Oroville must provide safeguards, which will save lives and minimize property damage through planning, preparedness measures and training. Sound emergency plans carried out by knowledgeable and well-trained personnel can and will minimize losses.

The City of Oroville Emergency Operations Plan (EOP) establishes an Emergency Management Organization and assigns functions and tasks consistent with California's Standardized Emergency Management Systems (SEMS) and the National Incident Management System (NIMS). Both systems provide for the integration and coordination of efforts within Oroville. These systems were adopted by both the State and Federal Government following disasters where lack of coordination resulted in greater losses than necessary. It is very valuable to the City of Oroville that our plan works in conjunction with SEMS and NIMS.

The city's plan was developed for use by City of Oroville employees with emergency service responsibility. Input was sought from agencies inside and outside of Oroville that have a coordination role in providing emergency services. These include the Butte County Office of Emergency Management and the California Emergency Management Agency (Cal OES). Our plan provides direction on emergency response from onset, through an extended response, and into the recovery process.

Once adopted, this plan is an extension of the California Emergency Plan. It will be reviewed and tested periodically and revised as necessary to meet changing conditions.

The Oroville City Council gives its full support to this Emergency Operations Plan and urges all employees to read the plan, understand it, know your role and be prepared to provide extraordinary support to the citizens of Oroville when needed.

---

Linda Dahlmeier, Mayor  
City of Oroville

---

Date



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## APPROVAL AND IMPLEMENTATION

### Foreword

The City of Oroville Emergency Operations Plan (EOP) addresses the city's planned response to extraordinary emergency situations associated with natural disasters, technological incidents and national security emergencies in or affecting the City of Oroville. This plan does not apply to normal day-to-day emergencies or the established departmental procedures used to cope with such emergencies. Rather, this plan focuses on operational concepts and would be implemented relative to large-scale disasters which can pose major threats to life, property and the environment requiring unusual emergency responses.

This plan accomplishes the following:

- Establishes the emergency management organization required to mitigate any significant emergency or disaster affecting the City of Oroville.
- Identifies the roles and responsibilities required to protect the health and safety of Oroville residents, public and private property and the environmental effects of natural and technological emergencies and disasters.
- Establishes the operational concepts associated with a field response to emergencies, the City of Oroville Emergency Operations Center (EOC) activities and the recovery process.

### Plan Approval and Implementation

Upon concurrence of the City Council, the plan will be officially adopted and promulgated. The approval date will be included on the title page. The plan will be distributed to those city departments, supporting allied agencies and community organizations having assigned primary functions or responsibilities within the EOP.

### Plan Activation

The City of Oroville Emergency Operations Plan may be activated by the Director of Emergency Services or designated alternates under any of the following circumstances:

- On the order of the Director of Emergency Services as designated by Chapter 8 Disasters and Emergencies of the city of Oroville Municipal Code.
- Upon proclamation by the Governor that a STATE OF EMERGENCY exists in an area of the state.
- Automatically on the proclamation of a STATE OF WAR EMERGENCY as defined in the California Emergency Services Act (Chapter 7, Division 1, Title 2, California Government Code.)
- Upon declaration by the President, of the existence of a National Emergency.
- Automatically, on receipt of an attack warning or actual attack on the United States, or upon occurrence of a catastrophic disaster that requires immediate government response.

### **Plan Modifications**

Upon the delegation of authority from the Director of Emergency Services, specific modifications can be made to this plan by the Assistant Director of Emergency Services (Oroville Director of Public Safety) without the signature of the City Council. This January 2017 Emergency Operations Basic Plan, its Functional Annexes and Hazard Appendices supersedes all previous versions of the City of Oroville Emergency Operations Plan.

**RECORD OF CHANGES**

| REVISION NUMBER | ENTERED BY | DATE | REVISION NUMBER | ENTERED BY | DATE |
|-----------------|------------|------|-----------------|------------|------|
| 1               |            |      | 21              |            |      |
| 2               |            |      | 22              |            |      |
| 3               |            |      | 23              |            |      |
| 4               |            |      | 24              |            |      |
| 5               |            |      | 25              |            |      |
| 6               |            |      | 26              |            |      |
| 7               |            |      | 27              |            |      |
| 8               |            |      | 28              |            |      |
| 9               |            |      | 29              |            |      |
| 10              |            |      | 30              |            |      |
| 11              |            |      | 31              |            |      |
| 12              |            |      | 32              |            |      |
| 13              |            |      | 33              |            |      |
| 14              |            |      | 34              |            |      |
| 15              |            |      | 35              |            |      |
| 16              |            |      | 36              |            |      |
| 17              |            |      | 37              |            |      |
| 18              |            |      | 38              |            |      |
| 19              |            |      | 39              |            |      |
| 20              |            |      | 40              |            |      |

(Note: File each revision transmittal letter behind this record page.)

## RECORD OF CONCURRENCE

The following list of signatures documents each City Councilmember's concurrence and receipt of the 2017 City of Oroville Emergency Operations Plan. As needed, revisions will be submitted to the Oroville Public Safety Department.

Councilmember \_\_\_\_\_ DATE

Councilmember \_\_\_\_\_ DATE

Councilmember \_\_\_\_\_ DATE

Councilmember \_\_\_\_\_ DATE

Councilmember \_\_\_\_\_ DATE

Vice-Mayor \_\_\_\_\_ DATE

Mayor \_\_\_\_\_ DATE

City Administrator/Clerk \_\_\_\_\_ DATE

Public Safety Director \_\_\_\_\_ DATE

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## TABLE OF CONTENTS

|   |    |
|---|----|
| ACKNOWLEDGEMENT.....  | 2  |
| LETTER OF PROMULGATION .....                                | 3  |
| APPROVAL AND IMPLEMENTATION .....                           | 5  |
| Foreword .....  | 5  |
| Plan Approval and Implementation .....                      | 5  |
| Plan Activation.....  | 5  |
| Plan Modifications .....                                    | 6  |
| RECORD OF CHANGES.....                                      | 7  |
| RECORD OF CONCURRENCE .....                                 | 8  |
| BASIC PLAN.....   | 15 |
| SECTION 1.0 PURPOSE, SCOPE, SITUATION AND ASSUMPTIONS ..... | 15 |
| 1.1 PURPOSE .....   | 15 |
| 1.1.1 Planning Organization and Format.....                 | 15 |
| 1.2 SCOPE .....   | 16 |
| 1.3 SITUATION OVERVIEW .....                                | 17 |
| 1.3.1 City History.....                                     | 17 |
| 1.3.2 Hazard Analysis Summary.....                          | 19 |
| 1.3.3 Capability Assessment.....                            | 20 |
| 1.3.4 Mitigation Overview.....                              | 20 |
| SECTION 2.0 CONCEPT OF OPERATIONS.....                      | 23 |
| Assumptions.....  | 23 |
| 2.1 Goals, Priorities and Strategies .....                  | 23 |
| 2.1.1 Operational Goals .....                               | 23 |
| 2.1.2 Operational Priorities.....                           | 24 |
| 2.1.3 Operational Strategies .....                          | 24 |
| 2.2 Standardized Emergency Management System (SEMS) .....   | 24 |
| 2.2.1 SEMS Organization Levels .....                        | 25 |
| 2.2.2 SEMS Functions .....                                  | 25 |
| 2.2.3 SEMS Components.....                                  | 27 |
| 2.2.4 National Incident Management System (NIMS) .....      | 29 |
| 2.2.5 Mutual Aid .....                                      | 30 |
| 2.2.6 Mutual Aid Coordination .....                         | 30 |
| 2.3 Sequence of Events During Disasters .....               | 33 |
| 2.3.1 Before Impact.....                                    | 33 |
| 2.3.2 Immediate Impact.....                                 | 33 |

|             |   |    |
|-------------|---|----|
| 2.3.3       | Sustained Operations.....   | 35 |
| 2.3.4       | Transition to Recovery .....  | 35 |
| 2.3.5       | Proclaiming an Emergency .....  | 36 |
| 2.4         | Continuity of Government (COG) Operations .....                           | 39 |
| 2.4.1       | City of Oroville Emergency Operations Policy Statement .....              | 39 |
| 2.4.2       | Disaster Service Workers.....   | 39 |
| 2.5         | Continuity of Operations (COOP) .....                                     | 40 |
| SECTION 3.0 | ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.....                      | 42 |
| 3.1         | Emergency Management Response Levels .....                                | 42 |
| 3.1.1       | National Emergency.....   | 42 |
| 3.2         | City Department/Allied Agency EOC Organization Assignments.....           | 43 |
| 3.2.1       | Director of Emergency Services.....                                       | 43 |
| 3.3         | Role of the Private Sector.....   | 44 |
| 3.3.1       | Oroville Residents .....  | 44 |
| 3.3.2       | Populations with Access and Functional Needs.....                         | 44 |
| 3.3.3       | At-Risk Individuals.....  | 45 |
| 3.3.4       | Businesses.....   | 45 |
| 3.3.5       | Volunteer Organizations.....  | 46 |
| 3.3.6       | Public-Private Partnerships.....  | 46 |
| SECTION 4.0 | DIRECTION, CONTROL AND COORDINATION.....                                  | 49 |
| 4.1         | EOC Coordination with Other Government Levels and the Private Sector..... | 49 |
| 4.1.1       | Coordination with Field Response Level.....                               | 49 |
| 4.1.2       | Coordination with Butte Operational Area and Member Jurisdictions .....   | 49 |
| 4.1.3       | Coordination with the County and Special Districts.....                   | 49 |
| 4.1.4       | Coordination with the Inland Region Emergency Operations Center .....     | 50 |
| 4.1.5       | Coordination with State and Federal Field Response .....                  | 50 |
| 4.1.6       | Coordination with Volunteers and the Private Sector .....                 | 50 |
| SECTION 5.0 | INFORMATION COLLECTION AND DISSEMINATION .....                            | 52 |
| 5.1         | Action Planning.....  | 52 |
| 5.1.1       | Planning Requirements.....  | 52 |
| 5.1.2       | Plan Elements .....   | 52 |
| 5.1.3       | Planning Responsibilities .....   | 53 |
| 5.2         | EOC Reporting .....   | 53 |
| 5.3         | EOC Reporting Systems .....   | 54 |
| 5.4         | Emergency Public Information .....  | 54 |
| SECTION 6.0 | COMMUNICATIONS.....   | 56 |



|  |    |
|--|----|
| 6.1 Warning Responsibility .....                         | 56 |
| 6.2 Warning and Alert Mechanisms .....                   | 56 |
| 6.3 Warning Conditions .....                             | 56 |
| SECTION 7.0 ADMINISTRATION, FINANCE AND LOGISTICS .....  | 58 |
| 7.1 Damage Assessment.....                               | 58 |
| 7.2 Process.....   | 58 |
| 7.3 Documenting and Reporting Damage Assessments .....   | 61 |
| 7.4 After Action Reporting.....                          | 61 |
| 7.5 Expenditure Tracking.....                            | 62 |
| 7.5.1 Eligible Expenses .....                            | 62 |
| 7.5.2 Recordkeeping Requirements.....                    | 62 |
| 7.6 Resource Management .....                            | 63 |
| 7.6.1 Resource Priorities .....                          | 63 |
| 7.6.2 Resource Requests.....                             | 64 |
| 7.6.3 Emergency Resource Directory .....                 | 64 |
| SECTION 8.0 PREPAREDNESS, TRAINING AND EXERCISES.....    | 66 |
| 8.1 Preparedness Planning .....                          | 66 |
| 8.1.1 Community Preparedness and Awareness .....         | 66 |
| 8.1.2 Preparedness Actions .....                         | 66 |
| 8.2 Readiness Training.....                              | 66 |
| 8.3 Exercise and Evaluation .....                        | 67 |
| SECTION 9.0 PLAN DEVELOPMENT AND MAINTENANCE .....       | 69 |
| 9.1 Plan Development and Maintenance Responsibility..... | 69 |
| 9.2 Review and Updating.....                             | 69 |
| SECTION 10.0 AUTHORITIES AND REFERENCES .....            | 71 |
| 10.1 Authorities.....                                    | 71 |
| 10.2 References .....                                    | 71 |
| GLOSSARY OF TERMS.....                                   | 72 |
| ACRONYMS .....   | 79 |
| SUPPORTING DOCUMENTS .....                               | 82 |
| Sample Proclamations.....                                | 83 |
| City of Oroville Municipal Code.....                     | 89 |
| Sample Press Statement.....                              | 90 |
| FUNCTIONAL ANNEXES .....                                 | 91 |
| HAZARD/THREAT APPENDICES .....                           | 92 |

TABLE OF FIGURES

Figure 1 - Base Map of Oroville ..... 18

Figure 2 - Hazard Analysis Summary ..... 19

Figure 3 - SEMS Organizations Levels ..... 25

Figure 4 - SEMS Functions ..... 26

Figure 5 - Comparison of Field and EOC SEMS Functions ..... 27

Figure 6 - Inland Region Mutual Aid..... 30

Figure 7 - Discipline Specific Mutual Aid Systems ..... 32

Figure 8 - Flow of Requests and Resources ..... 32

Figure 9 - Response Phase Sequence of Events ..... 38

Figure 10 - Damage Assessment Chronology Summary Chart ..... 60

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## **BASIC PLAN**

### **SECTION 1.0 PURPOSE, SCOPE, SITUATION AND ASSUMPTIONS**

#### **1.1 PURPOSE**

The purpose of the city of Oroville Emergency Operations Plan (EOP), its Functional Annexes and Hazard/Threat Specific Appendices is to provide the basis for a coordinated response before, during and after a disaster incident affecting the City of Oroville.

This plan is the principal guide for the city's response to, and management of real or potential emergencies and disasters occurring within its designated geographic boundaries. Specifically, this plan is intended to:

- Facilitate multi-jurisdictional and interagency coordination, particularly between local government, private sector, operational area (geographic county boundary), and state response levels, and appropriate federal agencies, in emergency operations.
- Serve as a city plan, a reference document and when possible, it may be used for pre-emergency planning in addition to emergency operations.
- To be utilized in coordination with applicable local, state and federal contingency plans.
- Identify the components of an Emergency Management Organization (EMO), and establish associated protocols required to effectively respond to, manage and recover from major emergencies and disasters.
- Establish the operational concepts and procedures associated with field response to emergencies, and Emergency Operations Center (EOC) activities.
- Establish the organizational framework for implementation of the California Standardized Emergency Management System (SEMS), and the National Incident Management System (NIMS), within the City of Oroville.

Allied agencies, private enterprise, special districts and volunteer organizations having roles and responsibilities established by this plan are encouraged to develop operating protocols and emergency action checklists based on the provisions of this plan.

#### **1.1.1 Planning Organization and Format**

The plan is divided into four elements that contain general and specific information relating to city emergency management operations. Those four elements are as follows:

##### **Basic Plan**

This section provides the structure and organization of the City of Oroville Emergency Management Organization; identifies individual roles and responsibilities; describes the concept of emergency operations; and identifies how the city integrates into the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

### **Functional Annexes**

The Functional Annexes contain detailed descriptions of the methods that the City of Oroville and its departments follow for critical functions during emergency operations.

### **Hazard or Threat-Specific Appendices**

These Hazard or Threat-Specific Appendices describe the city's emergency response strategies that apply to a specific hazard.

### **Supporting Documents**

This section contains supporting materials to the overall Emergency Operations Plan.

## **1.2 SCOPE**

The scope of this plan applies to any extraordinary emergency situation associated with any hazard, natural or human caused which may affect the City of Oroville that generates situations requiring planned, coordinated responses by multiple agencies or jurisdictions.

The provisions, policies, and procedures of this plan are applicable to all agencies and individuals, public and private, having responsibilities for emergency preparedness, response, recovery, and/or mitigation in the city. The other governmental agencies within the City of Oroville maintain their own emergency operations plans and those plans are consistent with the policies and procedures established by this plan.

Incorporating the FEMA Comprehensive Preparedness Guide (CPG) 101 and State of California Emergency Plan best practices, this plan is designed to be read, understood and exercised prior to an emergency and establishes the framework for implementation of the California Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) for the city. The Oroville EOP is intended to facilitate multi-agency and multi-jurisdictional coordination, particularly between the city of Oroville and its jurisdictions, including special districts, utilities, major businesses, the American Red Cross, community groups, state agencies, and the Federal Government. Emergency operations in Oroville will be coordinated through the structure of the Emergency Operations Center. This plan will be used in coordination with the *Butte County Emergency Operations Plan*, *State Emergency Plan* and the *National Response Framework*.

This plan is part of a larger framework that supports emergency management within the State. Through an integrated framework of emergency plans and procedures involving all stakeholders in the emergency management community, the city of Oroville together with Butte County, the State of California Emergency Management Agency (CalOES) and the Federal Government will promote effective planning and coordination prior to an emergency, thereby ensuring a more effective response and recovery.

Each element of the emergency management organization is responsible for assuring the preparation and maintenance of appropriate response plans and current standard operating procedures (SOPs), resource lists and checklists that detail how assigned responsibilities will be performed to support implementation of this plan and to ensure successful response during a major disaster.

Elements to be addressed in SOPs are:

- Arrangements for the provision of direction and control within the department/agency.
- Specific emergency authorities that may be assumed by a designated successor during emergency situations.
- Circumstances under which successor emergency authorities would become effective, and when they would be terminated.

- Current internal personnel notification/recall rosters and procedures to implement them. This should include a 24-hour communication system with the capability to notify and call-out personnel designated by the agency for emergency response.
- Designation and establishment of a work/control/dispatch center or Department Operations Center (DOC) to manage organizational resources and response personnel and maintain contact with the EOC during emergencies.
- Designation of a representative to report to the EOC during an emergency to advise decision makers and coordinate the agency's response effort with other responding entities.
- Reporting of appropriate information (casualties, damage observations, evacuation status, shelter status, chemical exposure, etc.) to the EOC during an emergency.
- Support of cleanup and recovery operations during disasters.
- Training of assigned response staff to perform emergency functions.

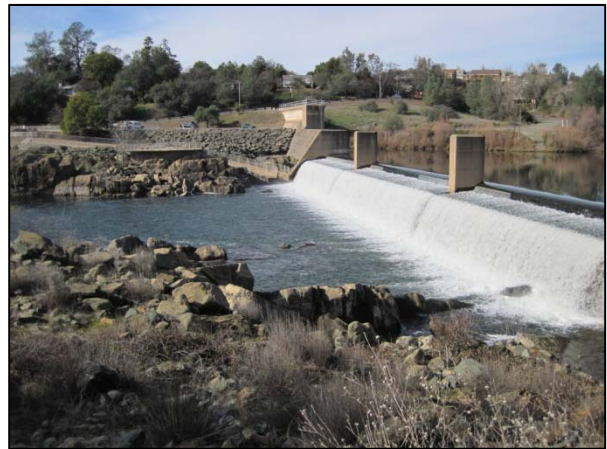
It is the city's intent to fulfill the policies described herein, within the capabilities and resources available at the time of an emergency or disaster event.

### 1.3 SITUATION OVERVIEW

This chapter describes a number of potential hazards that could affect the city upon their occurrence which would warrant the activation of the City of Oroville Emergency Management Organization.

#### 1.3.1 City History

The City of Oroville is situated on the banks of the Feather River where it flows out of the Sierra Nevada onto the flat floor of the California Central Valley. It was established as the head of navigation on the Feather River to supply gold miners during the California Gold Rush.



Gold found at Bidwell Bar, one of the first gold mining sites in California, brought thousands of prospectors to the Oroville area seeking riches. Now under the enormous Lake Oroville, Bidwell Bar is memorialized by the Bidwell Bar Bridge, an original remnant from the area and the first suspension bridge in California (California Historical Landmark #314). In the early 20th century the Western Pacific Railroad completed construction of the all-weather Feather River Canyon route through the Sierra Nevada Mountains giving it the nickname of "The Feather River Route". Oroville would serve as an important stop for the famous California Zephyr during its 20 year run. In 1983, this became a part of the Union Pacific Railroad as their Feather River Canyon Subdivision. A major highway, State Route 70, roughly parallels the railroad line through the canyon.

The Chinese Temple (CHL #770 and listed on the National Register of Historic Places) is another monument to Oroville's storied past. Chinese laborers from the pioneer era established the Temple as a place of worship for followers of Chinese Popular Religion and the three major Chinese religions: Taoism, Buddhism, and Confucianism. The Chinese Temple and Garden, as it is now called, has an extensive collection of artifacts and a serene garden to enjoy.

Ishi, Oroville's most famous resident, was the last of the Yahi Indians and is considered the last "Stone Age" Indian to come out of the wilderness and into western civilization. When he appeared in Oroville around 1911, he was immediately thrust into the national spotlight. The Visitor's Center at Lake Oroville has a thorough exhibit and documentary film on Ishi and his life in society.

Figure 1 – Base Map of Oroville

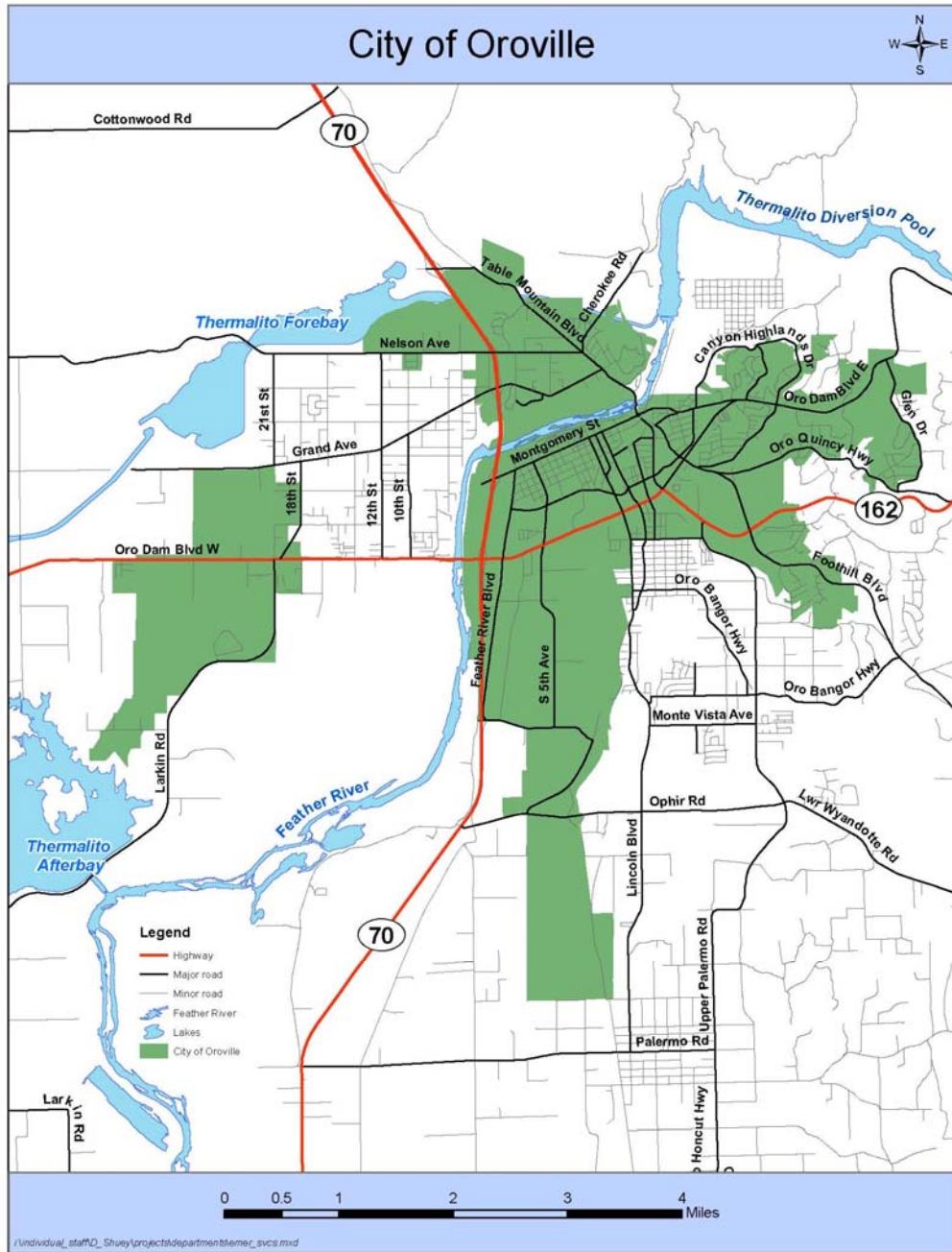


Figure 1 - Base Map of Oroville

### 1.3.2 Hazard Analysis Summary

In 2007, Butte County's Office of Emergency Management worked with the cities of Chico, Oroville, Biggs, Gridley and the Town of Paradise and a consortium of community stakeholders to complete the Butte County Multi-Hazard Mitigation Plan. The City of Oroville was an integral part of that planning process. The purpose of this analysis was to identify and discuss the natural, technological and human caused threats confronting the communities and the mitigation efforts that might address those threats. For a more detailed explanation, please refer to the Butte County Multi-Hazard Mitigation plan, located on the Butte County website at [www.buttecounty.net](http://www.buttecounty.net).

The City of Oroville is vulnerable to a wide range of threats. An all-hazards threat perspective must include a complete range of threats including emerging and increasing technological factors (e.g., the increased transportation of numerous hazardous materials on state highways, roads and interstates throughout the city). It is important to consider past events for future planning, with the consideration that the location and scope of hazards changes over the years.

Although an attempt has been made to identify all major hazards and their respective impacts, it must be remembered that we live in a time of emerging threats, and nature, coupled with humankind's ongoing development and tendencies toward violence ensures that the material contained within this document will surely require modification over time.

A brief hazard analysis summary is located in *Figure 2 - Hazard Analysis Summary* for the City of Oroville. The summary is based on Probability (likelihood) and Severity (loss of life and/or property) categorized in the three main types of disaster events: Natural Disasters, Technological Hazards and Human-Caused.

| City of Oroville Hazard Analysis Summary |                   |                   |
|--|-------------------|-------------------|
| HAZARD                                   | PROBABILITY       | SEVERITY          |
| <b>NATURAL HAZARDS</b>                   |                   |                   |
| Wildland Fire/Urban Interface            | High to Very High | High to Very High |
| Severe Weather                           | High              | Moderate          |
| Flood                                    | High to Very High | High to Very High |
| Earthquake                               | Very High         | Very High         |
| Landslide/Mudslide                       | High              | Low               |
| Infestation/Pestilence                   | High              | Moderate to High  |
| Public Health/Epidemic                   | Low               | Moderate          |
| Environmental                            | Low               | Low to Very Low   |
| <b>TECHNOLOGICAL HAZARDS</b>             |                   |                   |
| Utility/Power Failure                    | Moderate          | Moderate          |
| Hazardous Materials                      | High              | Moderate          |
| Transportation Accident                  | Very High         | Moderate to High  |
| Resource Disruption/Depletion            | Low to Moderate   | High              |
| Levee Failure                            | Very High         | Very High         |
| Dam Failure                              | Low               | Very High         |
| <b>HUMAN CAUSED HAZARDS</b>              |                   |                   |
| Civil Disorder                           | Very Low          | Low               |
| Terrorism (Agriculture)                  | Low               | Moderate          |
| Violent Encounter                        | Very Low          | Very Low          |

Figure 2 - Hazard Analysis Summary



For detailed City of Oroville hazard descriptions on each hazard identified in the summary, refer to *Hazard/Threat Specific Appendices*.

### 1.3.3 Capability Assessment

A capability assessment provides part of the foundation for determining the type of emergency management, preparedness and mitigation strategy. The assessment process also identifies gaps or weaknesses that may need to be addressed through preparedness planning goals and actions deemed practical considering the jurisdiction's capabilities to implement them. Finally, the capability assessment highlights the positive measures that are in place or underway for continued support and enhancement of the jurisdiction's preparedness and response efforts.

As an established organization, the City of Oroville Public Safety Department has the capabilities to perform the necessary emergency response duties outlined in this EOP. The city has an established emergency management organization, alert and warning & communication system and channels. As outlined in the Municipal Code: **Chapter 8 Disasters and Emergencies**, Oroville has identified the response capabilities and resources (equipment, personnel, etc.) to provide a response to an emergency situation.

### 1.3.4 Mitigation Overview

The City of Oroville has taken a number of mitigation measures for each identified hazard to minimize the impact that is likely to result from an emergency. In May 2007, the City of Oroville City Council approved the Butte County Multi-Hazard Mitigation Plan that identifies the cities' mitigation efforts to reduce the likelihood that a defined hazard will impact their community. As the cost of damage from natural disasters continues to increase nationwide, the City of Oroville recognizes the importance of identifying effective ways to reduce their vulnerability to disaster events.

The following short and long term mitigation goals from their Hazard Mitigation Plan identifies potential protection, prevention and mitigation strategies for the city including public education and awareness, critical facilities and high-risk targets as listed below:

- Improve public notification and evacuation programs
  - Common County Notification System
- Protect infrastructure from long-term risks of flood
  - Improvement of retention basins
  - Protect commercial infrastructure by improving storm runoff system
- Reduce impact of wildland fire to infrastructure
  - Water service to areas being annexed
  - Weed Abatement extension into new areas

*For detailed information on the City of Oroville's mitigation strategies, please refer to **Butte County Multi-Jurisdictional All Hazard Pre-Disaster Mitigation Plan**.*

The City of Oroville, as a jurisdiction within Butte County, has additional mitigation measures by developing or being a part of sector-specific protection plans. Some of those plans include

- **General:** An approved county 2030 General Plan that includes the Health and Safety Element section which outlines all of the mitigation measures that have occurred and will occur regarding the safety of the city citizenry and communities.

- **Public Health:** – The Butte County Public Health Department has an Emergency Response Division which focuses on Citizen, Community and Environmental Health, public information/preparedness outreach and planning.
- **Animal Care:** – Butte County has preparedness documentation for livestock, horse and domestic pet preparedness.
- **Resource Management:** –Butte County General Services maintains an Emergency Resource Directory (ERD) that lists all emergency vendors, equipment and resources including shelters available during a disaster situation to aid in response and recovery.
- **Mass Care and Shelter Plan:** – Butte County has undertaken Mass Care and Shelter planning efforts. The shelters are managed by the American Red Cross.
- **Access and Functional Needs:** –Butte County has developed documentation at the county Public Health Department highlighting Access and Functional Needs preparedness efforts.
- **Hazardous Materials Plan:** – Butte County has developed documentation to provide guidance to the Hazardous Materials Response Team (HMRT) in the event of a Hazardous Materials incident within the county.

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## SECTION 2.0 CONCEPT OF OPERATIONS

### Assumptions

Certain assumptions were used during the development of this plan. These assumptions translate into basic principles associated with conducting emergency management operations in preparation for, response to and recovery from major emergencies. "Assumptions" provide context, requirements, and situational realities that must be addressed in plan development and emergency operations.

- Emergencies or disasters may occur at any time, day or night, in populated as well as remote, areas of the City of Oroville.
- Major emergencies and disasters will require a multi-agency, multi-jurisdictional response. For this reason, it is essential that the Standardized Emergency Management System (SEMS), and in many cases a Unified Command, be implemented immediately by responding agencies, and expanded as the situation dictates.
- The City of Oroville is primarily responsible for emergency actions within the city boundaries and will commit all available resources to save lives, minimize injury to persons and minimize property damage.
- Large-scale emergencies and disasters may overburden local resources and necessitate mutual aid from neighboring jurisdictions.
- Large-scale emergencies and disasters and the complex organizational structure required to respond to them pose significant challenges in terms of warning and notification, logistics, and agency coordination.
- Major emergencies and disasters may generate widespread media and public interest. The media must be considered a partner in large-scale emergencies and disasters; this relationship can provide considerable assistance in emergency public information and warning
- Large-scale emergencies and disasters may pose serious long-term threats to public health, property, the environment, and the local economy. While responding to significant disasters and emergencies, all strategic decisions must consider each of these consequences.
- Disasters and emergencies may require an extended commitment of personnel and other resources from involved agencies and jurisdictions.

### 2.1 Goals, Priorities and Strategies

During the Response Phase, emergency managers set goals, prioritize actions and outline operational strategies. This plan provides a broad overview of those goals, priorities and strategies and describes what should occur during each step, when and at whose direction.

#### 2.1.1 Operational Goals

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

- Mitigate Hazards.
- Meet Basic Human Needs.

- Address Needs of People with Access and Functional Needs.
- Restore Essential Services.
- Support Community and Economic Recovery.

### 2.1.2 Operational Priorities

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

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

### 2.1.3 Operational Strategies

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

- **Mitigate Hazards** – As soon as practical, suppress, reduce or eliminate hazards and/or risks to persons and property during the disaster response. Lessen the actual or potential effects or consequences of future emergencies.
- **Meet Basic Human Needs** – All possible efforts must be made to supply resources to meet basic human needs, including food, water, shelter, medical treatment and security during the emergency. Afterwards provisions will be made for temporary housing, food stamps and support for re-establishing employment after the emergency passes.
- **Address Needs of People with Access and Functional Needs** – People with access and functional needs are more vulnerable to harm during and after an emergency. The needs of people with access and functional needs must be considered and addressed.
- **Restore Essential Services** – Power, water, sanitation, transportation and other essential services must be restored as rapidly as possible to assist communities in returning to normal daily activities.
- **Support Community and Economic Recovery** – All members of the community must collaborate to ensure that recovery operations are conducted efficiently, effectively and equitably, promoting expeditious recovery of the affected areas.

## 2.2 Standardized Emergency Management System (SEMS)

The Standardized Emergency Management System (SEMS) is the cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. SEMS is required by the California Emergency Services Act (ESA) for managing multiagency and multijurisdictional responses to emergencies in California. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements. SEMS incorporates the use of the Incident Command System (ICS), California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), the Operational Area (OA) concept and multiagency or inter-agency coordination. State agencies are required to use SEMS and local

government entities must use SEMS in order to be eligible for any reimbursement of response-related costs under the state's disaster assistance programs. More on mutual aid will be discussed in Section 2.2.5.

### 2.2.1 SEMS Organization Levels

There are five SEMS organizational levels, as illustrated in *Figure 3 - SEMS Organization Levels*.

**Field** – The Field Level is where emergency response personnel and resources, under the command of responsible officials, carry out tactical decisions and activities in direct response to an incident or threat.

**Local Government** – The Local Government level includes cities, counties and special districts. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction. Local governments are required to use SEMS when their Emergency Operations Center (EOC) is activated or a local emergency is declared or proclaimed in order to be eligible for state reimbursement of response-related costs.

**Operational Area (OA)** – An OA is the intermediate level of the state's emergency management organization which encompasses a county's boundaries and all political subdivisions located within that county, including special districts. The OA facilitates and/or coordinates information, resources and decisions regarding priorities among local governments within the OA. The OA serves as the coordination and communication link between the Local Government Level and Regional Level. State, federal and tribal jurisdictions in the OA may have statutory authorities for response similar to that at the local level.

**Region** – The Regional Level manages and coordinates information and resources among OAs within the mutual aid region and also between the OA and the state level. The Regional Level also coordinates overall state agency support for emergency response activities within the region. California is divided into three California Emergency Management Agency (CalOES) Administrative Regions – Inland, Coastal and Southern – which are further divided into six mutual aid regions. The Regional Level operates out of the Regional Emergency Operations Center (REOC). *See Figure 6 – Inland Region Mutual Aid.*

**State** – 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 mutual aid regions and between the Regional Level and State Level. The state level also serves as the coordination and communication link between the state and the federal emergency response system. The state level requests assistance from other state governments through the Emergency Management Assistance Compact (EMAC) and similar interstate compacts/agreements and coordinates with the Federal Emergency Management Agency (FEMA) when federal assistance is requested. The state level operates out of the State Operations Center (SOC).

At the Federal level, the National Response Framework (NRF) identifies the methods and means for federal resources to provide support to the state and local government. Federal resources would be accessed via the SEMS process through the mutual aid region and State Operations Center.



Figure 3 - SEMS Organizations Levels

### 2.2.2 SEMS Functions

SEMS requires that every emergency response involving multiple jurisdictions

or multiple agencies include the five functions identified in *Figure 4 - SEMS Functions*. These functions must be applied at each level of the SEMS organization.

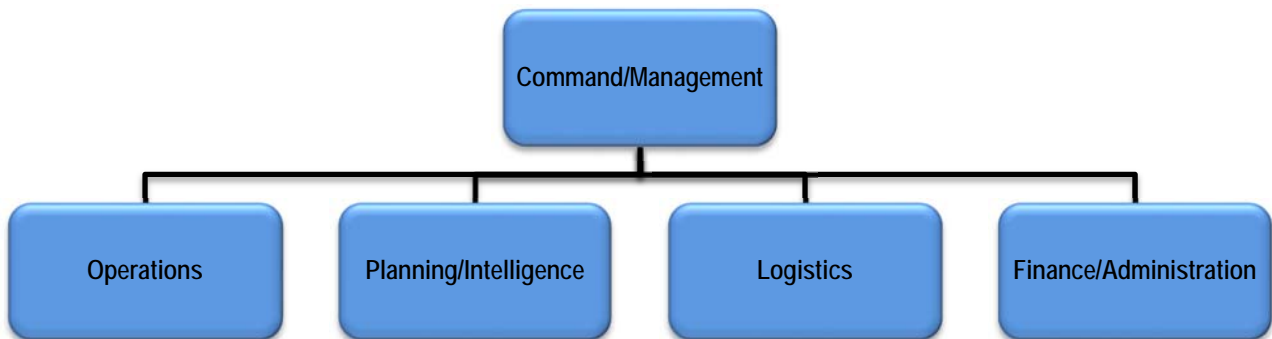


Figure 4 - SEMS Functions

**Command/Management:** Command is responsible for the directing, ordering, and/or controlling of resources at the field response level. Management is responsible for overall emergency policy and coordination at the SEMS EOC levels. Command and Management are further discussed below:

- **Command:** A key concept in all emergency planning is to establish command and tactical control at the lowest level that can perform that role effectively in the organization. In the Incident Command System (ICS), the Incident Commander (IC), with appropriate policy direction and authority from the responding agency, sets the objectives to be accomplished and approves the strategy and tactics to be used to meet those objectives. The IC must respond to higher authority. Depending upon the incident's size and scope, the higher authority could be the next ranking level in the organization up to the agency or department executive. This relationship provides an operational link with policy executives who customarily reside in the Department Operations Center (DOC) or EOC, when activated.
- **Management:** The EOC serves as a central location from which multiple agencies or organizations coordinate information collection and evaluation, priority setting and resource management. Within the EOC, the Management function:
  - Facilitates multiagency coordination and executive decision making in support of the incident response
  - Implements the policies established by the governing bodies
  - Facilitates the activities of the Multi-Agency Coordination (MAC) Group
- **Operations:** Responsible for coordinating and supporting all jurisdictional operations in support of the response to the emergency through implementation of the organizational level's Action Plans (AP). At the Field Level, the Operations Section is responsible for the coordinated tactical response directly applicable to, or in support of the objectives in accordance with the Incident Action Plan (IAP). In the EOC, the Operations Section Coordinator manages functional coordinators who share information and decisions about discipline-specific operations.
- **Logistics:** Responsible for providing facilities, services, personnel, equipment and materials in support of the emergency. Unified ordering takes place through the Logistics Section Ordering Managers to ensure

controls and accountability over resource requests. As needed, Unit Coordinators are appointed to address the needs for communications, food, medical, supplies, facilities and ground support.

- Planning/Intelligence:** Responsible for the collection, evaluation and dissemination of operational information related to the incident for the preparation and documentation of the IAP at the Field Level or the AP at an EOC. Planning/Intelligence also maintains information on the current and forecasted situation and on the status of resources assigned to the emergency or the EOC. As needed, Unit Coordinators are appointed to collect and analyze data, prepare situation reports, develop action plans, set Geographic Information Systems (GIS) priorities, compile and maintain documentation, conduct advance planning, manage technical specialists and coordinate demobilization.
- Finance/Administration:** Responsible for all financial and cost analysis aspects of the emergency and for any administrative aspects not handled by the other functions. As needed, Unit Leaders are appointed to record time for incident or EOC personnel and hired equipment, coordinate procurement activities, process claims and track costs.

The field and EOC functions are further illustrated in *Figure 5 - Comparison of Field and EOC SEMS Functions*.

| PRIMARY SEMS FUNCTION  | FIELD RESPONSE LEVEL   | EOCS AT OTHER SEMS LEVELS   |
|------------------------|--|---|
| Command/Management     | Command is responsible for the directing, ordering, and/or controlling of resources.                   | Management is responsible for facilitation of overall policy, coordination and support of the incident.                               |
| Operations             | The coordinated tactical response of all field operations in accordance with the Incident Action Plan. | The coordination of all jurisdictional operations in support of the response to the emergency in accordance with the EOC Action Plan. |
| Planning/Intelligence  | The collection, evaluation, documentation and use of intelligence related to the incident.             | Collecting, evaluating and disseminating information and maintaining documentation relative to all jurisdiction activities.           |
| Logistics              | Providing facilities, services, personnel, equipment and materials in support of the incident.         | Providing facilities, services, personnel, equipment and materials in support of all jurisdiction activities as required.             |
| Finance/Administration | Financial and cost analysis and administrative aspects not handled by the other functions.             | Responsible for coordinating and supporting administrative and fiscal consideration surrounding an emergency incident.                |

Figure 5 - Comparison of Field and EOC SEMS Functions

### 2.2.3 SEMS Components

#### Management by Objectives

The Management by Objectives (MBO) feature of ICS, as applied to SEMS, means that each SEMS Level establishes for a given Operational Period, measurable and attainable objectives to be achieved. An objective is an aim or end of an action to be performed. Each objective may have one or more strategies and performance actions needed to achieve the objective.

#### Operational Period

The Operational Period is the length of time set by command at the Field Response Level, and by management at other levels to achieve a given set of objectives. The period may vary in length from a few hours to days, and will be determined by the situation.



### **Action Plans**

Action planning should be used at all SEMS Levels. There are two types of action plans in SEMS: Incident Action Plans and EOC Action Plans. The Incident Action Plans (IAP) are used at the Field Response Level. The IAP can be either written or verbal although for documentation purposes the written IAP is preferable. The IAP contains objectives reflecting the overall incident strategy and specific tactical actions and supporting information for the next Operational Period. Incident Action Plans are an essential and required element in achieving objectives under ICS.

EOC Action Plans are crafted at Local Government, Operational Area, Region, and State EOC Levels. The use of EOC Action Plans provides designated personnel with knowledge of the objectives to be achieved and the steps required for achievement. EOC Action Plans not only provide direction, but also serve to provide a basis for measuring achievement of objectives and overall system performance. Action Plans can be extremely effective tools during all phases of a disaster.

### **Organizational Flexibility – A Modular Organization**

The intent of this SEMS feature is that at each SEMS Level, only those functional elements that are required to meet current objectives need to be activated. All elements of the organization can be arranged in various ways within or under the five SEMS essential functions.

The functions of any non-activated element are the responsibility of the next highest element in the organization. Each activated element must have a person in charge; however, one supervisor may be in charge of more than one functional element.

### **Organizational Unity and Hierarchy of Command**

Organizational unity means that every individual within an organization has a designated supervisor. Hierarchy of command/management means that all functional elements within each activated SEMS Level are linked together to form a single overall organization with appropriate span of control limits.

### **Span of Control**

Maintaining a reasonable span of control is the responsibility of every supervisor at all SEMS Levels. The optimum span of control is one to five, meaning that one supervisor has direct supervisory authority over five positions or resources. The recommended span of control for supervisory personnel at the Field Response Level and all EOC Levels should be in the one-to-three to one-to-seven ratio. A larger span of control may be acceptable when the supervised positions or resources are all performing a similar activity.

### **Personnel Accountability**

An important feature to all SEMS Levels is personnel accountability. This is accomplished through the Organizational Unity and Hierarchy of Command or Management features, along with the use of check-in forms, position logs and various status forms. The intent is to ensure that there are proper safeguards in place so all personnel at any SEMS Level can be accounted for at any time.

### **Common Terminology**

In SEMS, common terminology is applied to: functional elements, position titles, facility designations, and resources. The purpose of having common terminology is to rapidly enable multi-agency, multi-jurisdiction organizations and resources to work together effectively. This will vary from level to level in terms of directing, controlling, coordinating, and resource inventorying. Procedures for effective resources management must be geared to the function and the level at which the function is performed.

### **Integrated Communications**

This feature of SEMS relates to: hardware systems, planning for system selection and linking, and the procedures and processes for transferring information. At the Field Response Level, integrated communications are used on any emergency. At and between all SEMS Levels, there must be a dedicated effort to ensure that communications

systems, planning and information flow are accomplished in an effective manner. The specifics of how this is accomplished at EOC Levels may be different than at the Field Response Level.

More on the SEMS Regulations and SEMS Guidelines can be found on the CalOES Website.

#### 2.2.4 National Incident Management System (NIMS)

The terrorist attacks of September 11, 2001, illustrated the need for all levels of government, the private sector, and nongovernmental agencies to prepare for, protect against, respond to, and recover from a wide spectrum of events that exceed the capabilities of any single entity. These events require a unified and coordinated national approach to planning and to domestic incident management. To address this need, the President signed a series of Homeland Security Presidential Directives (HSPDs) that were intended to develop a common approach to preparedness and response. Two HSPDs that are of particular importance to emergency planners:

- HSPD-5, Management of Domestic Incidents, identifies steps for improved coordination in response to incidents. It requires the Department of Homeland Security (DHS) to coordinate with other federal departments and agencies and state, local, and tribal governments to establish a National Response Framework (NRF) and a National Incident Management System (NIMS).
- HSPD-8, National Preparedness, describes the way Federal departments and agencies will prepare. It requires DHS to coordinate with other Federal departments and agencies—and with state, local, and tribal governments to develop a National Preparedness Goal.

Together, NIMS, the NRF, and the National Preparedness Goal define what needs to be done to prevent, protect against, respond to, and recover from a major event; how it needs to be done; and how well it needs to be done. These efforts align federal, state, local, and tribal entities; the private sector; and nongovernmental agencies to provide an effective and efficient national structure for preparedness, incident management, and emergency response.

NIMS provides a consistent framework for incident management at all jurisdictional levels, regardless of the cause, size, or complexity of the incident. Building on the ICS, NIMS provides the nation's first responders and authorities with the same foundation for incident management for terrorist attacks, natural disasters, and all other emergencies. NIMS requires the institutionalization of ICS and its use to manage all domestic incidents.

NIMS integrates existing best practices into a consistent, nationwide approach to domestic incident management that is applicable at all jurisdictional levels and across functional disciplines. Six major components make up the NIMS system's approach:

- Command and Management
- Preparedness
- Resource Management
- Communications and Information Management
- Supporting Technologies
- Ongoing Management and Maintenance

### 2.2.5 Mutual Aid

California's emergency assistance is based on a statewide mutual aid system 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* (MMAA), which is entered into by and between the State of California, its various departments and agencies and the various political subdivisions, municipal corporations and public agencies to assist each other by providing resources during an emergency. The agreement obligates each signatory entity to provide aid to each other during an emergency without expectation of reimbursement. Under specific conditions, federal and state 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. This plan promotes the establishment of emergency assistance agreements between public and private sector agencies at all levels.

There are four approved, formal Mutual Aid Systems in California. Those systems are:

- Fire and Rescue
- Law Enforcement
- Coroner
- Emergency Management (resources not covered by the other three systems)

Other informal mutual aid involves, but is not limited to the interchange of:

- Public Information
- Medical and Health
- Communications
- Transportation Services
- Facilities
- Hazardous Materials Mutual Aid System
- Volunteer and Private agencies

California is divided into six mutual aid regions, which are subdivisions of the state emergency services organization established to facilitate the coordination of mutual aid and other emergency operations within an area of the state consisting of two or more Operational Areas.

A map of Inland Region is shown in *Figure 6 - Inland Region Mutual Aid*, which details the Mutual Aid Regions III, IV & V, Butte County is located in Mutual Aid Region III.

### 2.2.6 Mutual Aid Coordination

Formal mutual aid requests will follow specified procedures and are processed through pre-identified mutual aid coordinators. Mutual aid requests will follow discipline-specific chains (i.e. fire, law enforcement, emergency manager, etc.) from one level of government to the next. The mutual aid coordinator receives the mutual aid request and coordinates the provision of resources from within the coordinator's geographic area of responsibility. In the

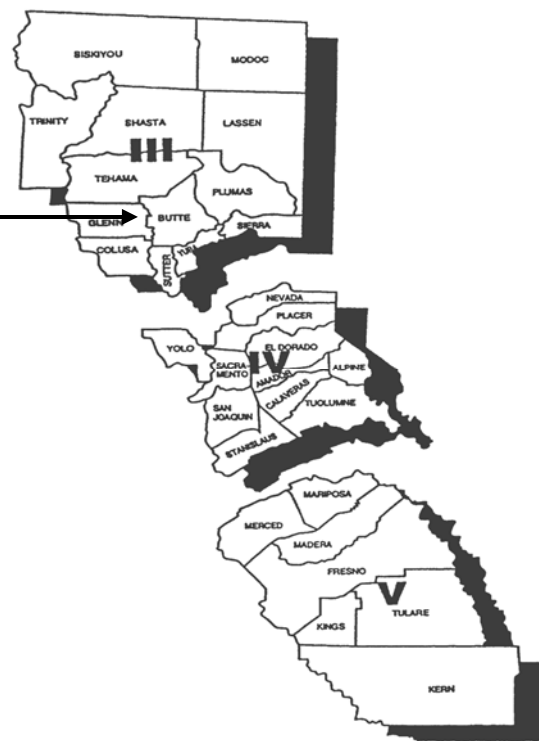


Figure 6 - Inland Region Mutual Aid

event resources are unavailable at one level of government, the request is forwarded to the next higher level of government to be filled.

**Field Level Requests:** Requests for MMAA resources originate from the Field Level and are managed by the Incident Commander (IC). If the IC is unable to obtain the resource through existing local channels, the request is elevated to the next successive government level until obtained or cancelled.

**Local Government Request:** Local jurisdictions are responsible for the protection of life and property within the municipal geographic boundaries. The local jurisdiction where the incident occurred should assess its resource inventory and existing local agreements to determine if the requested resource is available. When locally committed resources are exhausted and mutual aid is needed, the local official will request assistance from the OA Mutual Aid Coordinator.

**Operational Area Requests:** The OA is a composite of its political subdivisions, (i.e. municipalities, contract cities, special districts and county agencies). The OA Mutual Aid Coordinator assesses the availability of resources within the OA and fulfills the resource request based upon that assessment. In the event resources are unavailable at the OA level, the request is forwarded to the responsible Regional Mutual Aid Coordinator to be filled.

**Region Level Requests:** The state is geographically divided into six Mutual Aid Regions. For Law Enforcement Mutual Aid, Region I is divided into two sub-regions. Each Mutual Aid Region is comprised of multiple Operational Areas and has a Regional Mutual Aid Coordinator. The Regional Mutual Aid Coordinator is granted the authority to coordinate the mutual aid response of discipline-specific resources within the region to support a mutual aid request by a jurisdiction also within the region. In the event resources are unavailable at the regional level, the request is forwarded to the State Mutual Aid Coordinator to be filled.

**State Level Requests:** On behalf of the Governor, the Secretary of CalOES has the responsibility for coordination of state mutual aid resources in support of local jurisdictions during times of emergency. The Secretary will analyze and coordinate the request by forwarding the request to an unaffected REOC or tasking an appropriate state agency to fill the need.

Figure 7 - Discipline-Specific Mutual Aid Systems documents the flow of information, resources requests and resources within specific mutual aid agreements relative to the SEMS organization levels.

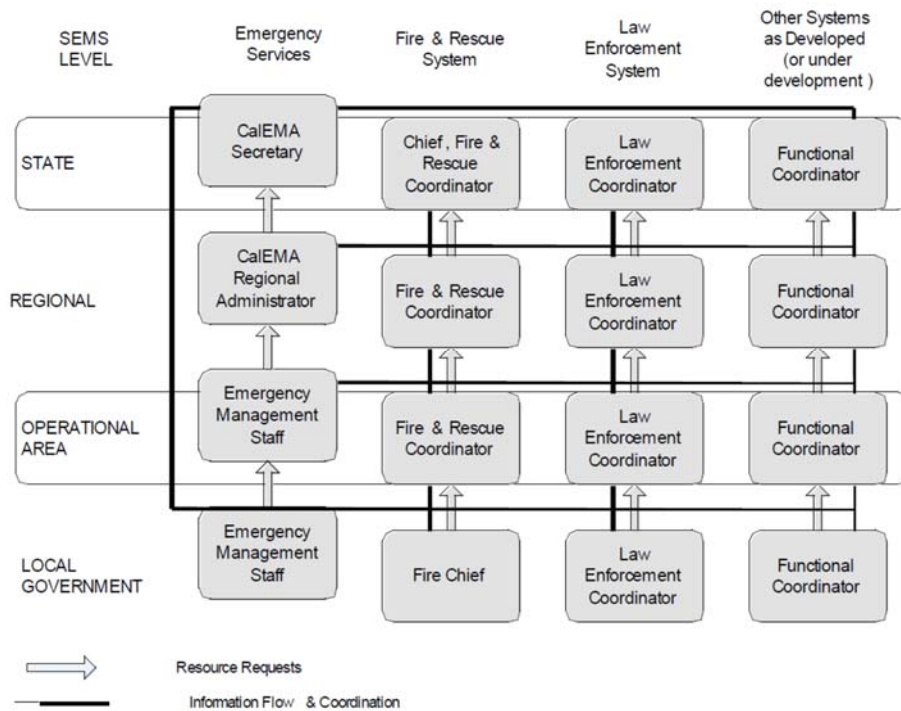


Figure 7 - Discipline Specific Mutual Aid Systems

Figure 8 – Flow of Requests and Resources depicts the resource management process for the state under SEMS. In this model, the affected local government has the ability to access all stakeholders at all levels of the system.

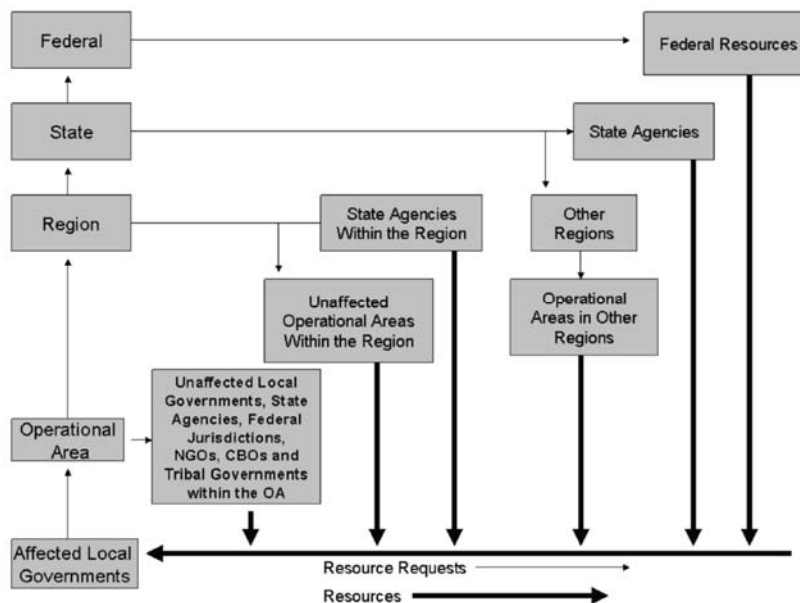


Figure 8 - Flow of Requests and Resources

## 2.3 Sequence of Events During Disasters

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

### 2.3.1 Before Impact

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

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

- Briefing government officials.
- Reviewing plans and procedures.
- Preparing and disseminating information to the community.
- Updating resource lists.
- Testing systems such as warning and communications systems.
- Precautionary activation of Emergency Operations Centers.

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

### 2.3.2 Immediate Impact

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

**Alert and Notification:** Local response agencies are alerted about an incident by the public through reverse 9-1-1, another response agency, or other method. First responders are then notified of the incident. Upon an alert, response agencies notify response personnel.

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

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

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

**Activation of the Multiagency Coordination System (MACS):** Responding agencies will coordinate and support emergency management and incident response objectives through the development and use of integrated Multiagency Coordination Systems (MACS) and MAC Groups. This includes developing and maintaining connectivity capability between ICP, local 9-1-1 Centers, local Emergency Operations Centers (EOC), REOC, the SOC and federal EOC and NRF organizational elements.

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

For more information on the City of Oroville, local EOC activation criteria, refer to the *Functional Annex A – Direction and Control*.

**Communications between the Field and EOC:** When a jurisdiction's EOC is activated, communications and coordination are established between the IC and the Department Operations Center (DOC) to the EOC, or between the IC and the EOC.

**Operational Area (OA) EOC Activation:** If one or more Local EOCs are activated, or if the event requires resources outside the affected jurisdiction, the OA EOC activates. The OA EOC also activates if a Local Emergency is proclaimed by the affected local government. The OA EOC then coordinates resource requests from the affected jurisdiction to an unaffected jurisdiction, or if resources are not available within the Operational Area, forwards the resource request to the REOC and mutual aid coordinators.

**Regional Emergency Operations Center (REOC) Activation:** Whenever an Operational Area EOC is activated the CalOES Regional Administrator will activate the REOC within the affected region and notifies CalOES Headquarters. The REOC will then coordinate resource requests from the affected Operational Area to unaffected Operational Areas within the affected region, or, if resources are not available within the affected region, resource requests are forwarded to the SOC for coordination.

**State Level Field Teams:** The state may deploy Field On-Site Observation Teams (FOOT) to provide situation reports on the disaster to the REOC in coordination with the responsible Unified Command.

**State Operations Center (SOC) Activation:** The SOC is activated when the REOC activates in order to:

- Continuously monitor the situation and provide situation reports to brief state officials as appropriate.
- Process resource requests between the affected regions, unaffected regions and state agency Department Operation Centers.
- Process requests for federal assistance and coordinate with Federal Incident Management Assistance Teams (IMATs) when established.



- Coordinate interstate resource requests as part of the Emergency Management Assistance Compact (EMAC) or Interstate Disaster and Civil Defense Compact.
- The SOC may also be activated independently of a REOC to continuously monitor emergency conditions.

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

**Department Operations Center (DOC) Activation:** Each state agency may activate a department operations center to manage information and resources assigned to the incident. If a DOC is activated, an agency representative or liaison may be deployed to facilitate information flow between the two facilities.

**FEMA Regional Response Coordination Center (RRCC) Activation:** The FEMA RRCC may deploy a liaison or IMAT to the SOC to monitor the situation and provide situational awareness to federal officials.

### 2.3.3 Sustained Operations

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

### 2.3.4 Transition to Recovery

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

**Local Assistance Centers:** Local Assistance Centers (LACs) are opened by local governments to assist communities by providing a centralized location for services and resource referrals for unmet needs following a disaster or significant emergency. The LAC is 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. As more federal resources arrive, a state-federal Disaster Recovery Center (DRC) may be collocated with the LACs.

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

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

For more information on the Recovery efforts following a disaster refer to *Functional Annex E - Recovery and Mitigation*.



### 2.3.5 Proclaiming an Emergency

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

Emergency proclamations expand the emergency powers and authorities of the state and its political subdivisions. They also provide a mechanism for unaffected jurisdictions to provide resources and assistance to the affected jurisdictions. Although emergency proclamations facilitate the flow of resources and support to the affected jurisdictions and local government, they are not prerequisite for rendering mutual aid and assistance under existing agreements or requesting assistance from the American Red Cross (ARC) or state agencies.

- **Local Emergency Proclamation:** A Local Emergency may be proclaimed by the Mayor, the Director and Assistant Director of Emergency Services, and the Oroville City Council as specified by the adopted municipal code. A Local Emergency proclaimed by these individuals must be ratified by the Oroville City Council within seven days.

The governing body must review the need to continue the proclamation at least every 30 days until the Local Emergency is terminated. The Local Emergency must be terminated by resolution as soon as conditions warrant. Proclamations are normally made when there is an actual incident or threat of disaster or extreme peril to the safety of persons and property within the City of Oroville, caused by natural, technological or human-caused 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 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. (Note: Article 17 of the Emergency Services Act provides for certain privileges and immunities.)
- **Request for Cal OES Secretary's Concurrence:** Local governments can request cost reimbursement from the state for certain disaster-related repair costs under the California Disaster Assistance Act (CDAA) following the proclamation of a Local Emergency. The Secretary's concurrence with the local proclamation is required for this reimbursement. This step is not required if a Governor's Proclamation of a State of Emergency is received for the same event.
  - **Request for the Governor to Proclaim a State of Emergency:** When emergency conditions exceed or have the potential to exceed, local resources and capabilities, local government may request that the Governor proclaim a State of Emergency. The formal request may be included in the original emergency proclamation or as a separate document. The request must be received within ten days of the event. In addition to providing access to reimbursement for eligible disaster related response and recovery expenditures, a Governor's

proclamation can facilitate other actions, such as waiver of State regulations impacting response or recovery operations.

- **Initial Damage Estimate:** The request for a Secretary's concurrence or a Governor's proclamation should include a copy of the proclamation document and an Initial Damage Estimate (IDE) that estimates the severity and extent of the damage caused by the emergency. An IDE may not be immediately required for sudden emergencies with widespread impacts, emergencies of significant magnitude, or during fast moving emergencies where immediate response assistance is necessary.
- **Analysis of Request:** The request and the IDE are reviewed by the Cal OES Region and a recommendation is made to the Governor through the Secretary of Cal OES.
- **Proclamation of a State Emergency:** The Governor proclaims a State of Emergency based on the formal request from the local governing body and the recommendation of Cal OES. If conditions and time warrant, the Governor drafts and signs a formal State of Emergency Proclamation. The Governor has expanded emergency powers during a proclaimed State of Emergency. The Governor:
  - Has the right to exercise police power as deemed necessary, vested in the State Constitution and the laws of California within the designated area.
  - Is vested with the power to use and commandeer public and private property and personnel, to ensure all resources within California are available and dedicated to the emergency when requested.
  - Can direct all state agencies to utilize and employ personnel, equipment and facilities for the performance of any and all activities designed to prevent or alleviate actual and threatened damage due to the emergency and can direct them to provide supplemental services and equipment to political subdivisions to restore any services in order to provide for the health and safety of the residents of the affected area.
  - May make, amend, or rescind orders and regulations during an emergency and temporarily suspend any non-safety-related statutes, ordinances, regulations, or rules that impose restrictions on the emergency response activities.
- **Governor's Proclamation Without a Local Request:** A request from the local governing body is not always necessary for the Governor to proclaim a State of Emergency. The Governor can proclaim a State of Emergency if the safety of persons and property in California are threatened by conditions of extreme peril or if the emergency conditions are beyond the emergency response capability and capabilities of the local authorities. This situation is, however, unusual.
- **Proclamation of a State of War Emergency:** In addition to a State of Emergency, the Governor can proclaim a State of War Emergency whenever California or the nation is attacked by an enemy of the United States, or upon receipt by California of a warning from the federal government indicating that such an enemy attack is probable or imminent. The powers of the Governor granted under a State of War Emergency are commensurate with those granted under a State of Emergency.
- **State Request for a Presidential Declaration:** When it is clear that state capabilities will be exceeded, the Governor can request federal assistance, including assistance under the **Robert T. Stafford Disaster Relief and Emergency Assistance Act** (Stafford Act). The Stafford Act authorizes the President to provide financial and other assistance to state and local governments, certain private nonprofit organizations, and individuals to support response, recovery, and mitigation efforts following Presidential emergency or major disaster declarations.

- Preliminary Damage Assessment:** Upon submission of the request, FEMA coordinates with the state to conduct a Preliminary Damage Assessment (PDA) and determine if the incident is of sufficient severity to require federal assistance under the Stafford Act. This process could take a few days to a week depending on the magnitude of the incident. FEMA uses the results of the PDA to determine if the situation is beyond the combined capabilities of the state and local resources and to verify the need for supplemental federal assistance. The PDA also identifies any unmet needs that may require immediate attention. The PDA may not be required if immediate response assistance is necessary.
- Federal Analysis of the State’s Request:** The FEMA Regional Administrator assesses the situation and the request and makes a recommendation to the President through the Federal Department of Homeland Security on a course of action. The decision to approve the request is based on such factors as the amount and type of damage, the potential needs of the affected jurisdiction and the state, availability of state and local government resources, the extent and type of insurance in effect, recent disaster history and the state’s hazard mitigation history.
- Federal Declarations without a PDA:** If the incident is so severe that the damage is overwhelming and immediately apparent, the President may declare a major disaster immediately without waiting for the PDA process described above.
- Declaration of Emergency or Major Disaster:** The President of the United States can declare an Emergency or Major Disaster under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC §5121 et seq.), thereby providing federal government resources to support the states’ response and recovery activities. While Presidential Declarations under the Stafford Act release federal resources and funding to support response and recovery, federal agencies may also provide assistance under other authorities or agreements that do not require a Presidential Declaration.

The sequence of activities occurring for the emergency response and the proclamation process is illustrated in *Figure 9 – Response Phase Sequence of Events*.

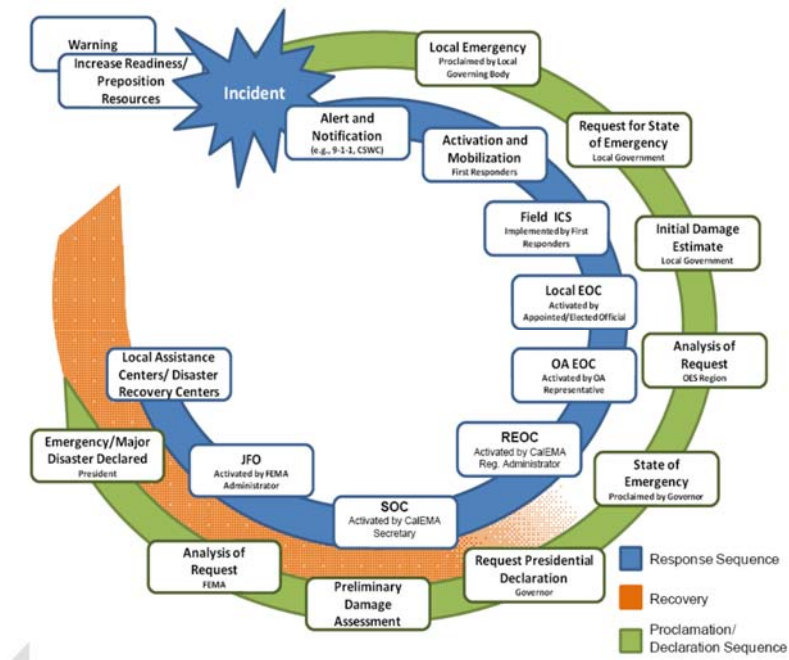


Figure 9 - Response Phase Sequence of Events

## 2.4 Continuity of Government (COG) Operations

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

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

Applicable portions of the California Government Code and the State Constitution provide authority for the continuity and preservation of state and local government.

For additional information regarding the City of Oroville Continuity of Government, refer to *Functional Annex B - Continuity of Government/Continuity of Operations*.

### 2.4.1 City of Oroville Emergency Operations Policy Statement

- **Limitations:** Due to the nature of emergency response, the outcome is not easy to predict. Therefore, it should be recognized that this plan is meant to serve as a guideline and that the outcome of the response may be limited by the scope, magnitude and duration of the event.
- **Suspension of Routine Activities and Availability of Employees:** Day-to-day functions that do not contribute directly to the disaster operation may be suspended for the duration of an emergency. Efforts normally required for routine activities may be redirected to accomplish emergency tasks. During an emergency response, city employees not otherwise assigned emergency/disaster related duties will, unless otherwise restricted, be made available to augment the work of their department, or other city departments, if required.
- **Households of Emergency Response Personnel:** City employees may not be at peak efficiency or effectiveness during a disaster if the status of their households is unknown or in doubt. Employees who are assigned disaster response duties are encouraged to make arrangements with other employees, friends, neighbors or relatives to check on their immediate families in the event of a disaster and to communicate that information to the employee through the City of Oroville Emergency Operations Center.
- **Non-Discrimination:** All local activities will be carried out in accordance with federal nondiscrimination laws. It is the city's policy that no service will be denied on the basis of race, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any sensory, mental or physical disability.
- **Citizen Preparedness:** This plan does not substitute government services for individual responsibility. Citizens are expected to be aware of developing events and take appropriate steps to respond in a safe and timely manner. Since the city's resources and personnel may be overwhelmed at the onset of a disaster event, individuals and organizations should be prepared to be self sufficient following a disaster. The city will make every effort to provide information to the public, via the media and other sources to assist citizens in dealing with the emergency.

### 2.4.2 Disaster Service Workers

Under California Government Code, Section 3100-3109, all public employees are obligated to serve as Disaster Service Workers (DSW's). Public employees (civil service) are all persons employed by any county, city, state

agency or public district in the State of California. Disaster Service Workers provide services and support during declared emergencies or disasters.

In the event of a major emergency or disaster, city employees may be called upon to perform certain duties in support of emergency management operations, such as: serve in a position in the EOC, support shelter operations, or work at a logistics base in the field.

- City employees may be required to work at any time during a declared emergency and may be assigned to disaster service work.
- Assignments may require service at locations, times and under conditions other than normal work assignments.
- Disaster Service Worker assignments may include duties within the EOC, in the field or at another designated location.

Under no circumstances will city employees that do not usually have a response role in their day to day responsibilities be asked to perform duties or functions that are hazardous, that they have not been trained to perform or that are beyond their recognized capabilities.

## 2.5 Continuity of Operations (COOP)

### General Guidance

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

For additional information regarding the City of Oroville Continuity of Operations, refer to *Functional Annex B - Continuity of Government/Continuity of Operations*.

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## SECTION 3.0 ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

### 3.1 Emergency Management Response Levels

The City of Oroville Emergency Operations Plan (EOP) will be activated when an emergency occurs or threatens to exceed capabilities to adequately respond to and mitigate an incident(s). The scope of an emergency, rather than the type, will largely determine whether the EOP and EOC will be activated, and to what level.

For planning purposes, the California Emergency Management Agency (Cal OES) has established three "levels" of response to emergencies. The City of Oroville also employs this system to guide local response to emergencies. Emergency Response includes the following three levels:

**Level One EOC Activation:** Level One is a minimum activation. This level may be used for situations which initially only require a few people, e.g., a short term earthquake prediction at condition level one or level two; alerts of storms, tsunamis; or monitoring of a low risk planned event. At a minimum, Level One staffing consists of the EOC Director. Section Coordinators and a situation assessment activity in the Planning and Intelligence Section may be included in this level. Other members of the organization could also be part of this level of activation e.g., the Communications Unit, from the Logistics Section, or an Information Officer.

**Level Two EOC Activation:** Level Two activation is normally achieved as an increase from Level One or a decrease from Level Three. This activation level is used for emergencies or planned events that would require more than a minimum staff but would not call for a full activation of all organization elements, or less than full staffing. One person may fulfill more than one SEMS function. The EOC Director, in conjunction with the General Staff, will determine the required level of continued activation under Level Two, and demobilize functions or add additional staff to functions as necessary based upon event considerations. Representatives to the EOC from other agencies or jurisdictions may be required under Level Two to support functional area activations.

**Level Three EOC Activation:** Level Three activation involves a complete and full activation with all organizational elements at full staffing. Level Three would normally be the initial activation during any major emergency. The numbering sequence of EOC staffing progression is established in the SEMS guidelines and is opposite of the NIMS numbering sequence. Given that the SEMS guideline has been in place since the inception of SEMS, this plan recommends continuing the sequence as established in the SEMS guidance documents.

The City EOC will be activated and staffed accordingly by city personnel and representatives from allied agencies, jurisdictions, and organizations as appropriate.

#### 3.1.1 National Emergency

In the event of a declared National Emergency, the City EOC could be activated and all elements of local government organized to respond to the indicated threat. A National Emergency may occur due to a real or potential act of terrorism or other catastrophic event that affects the country, including the City of Oroville and surrounding jurisdictions.

For additional information regarding the City of Oroville Direction and Control and EOC Functions, refer to *Functional Annex A - Direction and Control*.

### 3.2 City Department/Allied Agency EOC Organization Assignments

In the event of an EOC activation, each city department and selected allied agencies are assigned specific functions to support emergency management operations. These assignments may involve direct participation within the EOC or provide indirect support. See the Responsibility Matrix below for **Primary (P)** and **Support (S)** roles for each city department/organization.

|                            | City of Oroville |                              |                   |                        |                 |                   |         |              |                               |                 | County                         |                      |               |                 |         | Other           |                               |                        |
|----------------------------|------------------|------------------------------|-------------------|------------------------|-----------------|-------------------|---------|--------------|-------------------------------|-----------------|--------------------------------|----------------------|---------------|-----------------|---------|-----------------|-------------------------------|------------------------|
|                            | Administration   | Public Safety Department/OES | Police Department | Information Technology | Parks and Trees | Planning/Building | Finance | Public Works | Business Assistance & Housing | Human Resources | Office of Emergency Management | Environmental Health | Public Health | Social Services | Sheriff | School District | American Red Cross/Other NGOs | State/Federal Agencies |
| Action Planning            |                  | P                            |                   |                        |                 | S                 |         |              |                               |                 |                                |                      |               |                 |         |                 |                               |                        |
| Alerting and Warning       | S                | S                            | P                 |                        |                 |                   |         |              |                               |                 |                                | S                    |               | S               |         |                 |                               |                        |
| Animal Care                |                  |                              | P                 |                        |                 |                   |         |              |                               |                 |                                | S                    |               |                 |         | S               |                               |                        |
| Care and Shelter           |                  |                              |                   |                        | P               |                   |         |              |                               |                 |                                |                      | S             |                 | S       | S               |                               |                        |
| Construction & Engineering |                  |                              |                   |                        |                 |                   |         | P            |                               |                 |                                |                      |               |                 |         |                 |                               |                        |
| Coroner                    |                  |                              |                   |                        |                 |                   |         |              |                               |                 |                                |                      |               | P               |         |                 |                               |                        |
| Damage Assessment          |                  |                              |                   |                        |                 | S                 |         | P            |                               |                 |                                |                      |               |                 |         |                 |                               |                        |
| Debris Clearance           |                  |                              |                   |                        | S               |                   |         | P            |                               |                 |                                |                      |               |                 |         |                 |                               |                        |
| Evacuation                 |                  |                              | P                 |                        |                 |                   |         |              |                               |                 |                                |                      |               | S               |         |                 |                               |                        |
| Facilities                 |                  |                              |                   |                        | S               |                   |         | P            |                               |                 |                                |                      |               |                 |         |                 |                               |                        |
| Finance/Administration     |                  |                              |                   |                        |                 |                   | P       |              |                               |                 |                                |                      |               |                 |         |                 |                               |                        |
| Fire and Rescue            |                  | P                            |                   |                        |                 |                   |         |              |                               |                 |                                |                      |               |                 |         |                 |                               |                        |
| Flood Control              | S                |                              |                   |                        |                 |                   |         | P            |                               | S               |                                |                      |               |                 |         |                 |                               | S                      |
| Hazardous Materials        |                  | P                            |                   |                        |                 |                   |         |              |                               |                 | S                              |                      |               |                 |         |                 |                               |                        |
| I.T. & Telecommunications  |                  |                              |                   | P                      |                 |                   |         |              |                               |                 |                                |                      |               |                 |         |                 |                               |                        |
| Law Enforcement            |                  |                              | P                 |                        |                 |                   |         |              |                               |                 |                                |                      |               | S               |         |                 |                               |                        |
| Legal Considerations       | P                |                              |                   |                        |                 |                   |         |              |                               | S               |                                |                      |               |                 |         |                 |                               |                        |
| Management                 | P                | S                            | S                 |                        |                 |                   |         |              |                               | S               |                                |                      |               |                 |         |                 |                               |                        |
| Medical/Health             |                  | P                            |                   |                        |                 |                   |         |              |                               |                 |                                | S                    |               |                 |         |                 |                               |                        |
| Personnel                  |                  |                              |                   |                        |                 |                   |         |              | P                             |                 |                                |                      |               |                 |         |                 |                               |                        |
| Procurement                |                  |                              |                   |                        |                 |                   | P       |              |                               |                 |                                |                      |               |                 |         |                 |                               |                        |
| Public Information         | P                | S                            | S                 |                        |                 |                   |         |              |                               | S               |                                |                      |               |                 |         |                 |                               | S                      |
| Public Works               |                  |                              |                   |                        |                 |                   |         | P            |                               |                 |                                |                      |               |                 |         |                 |                               |                        |
| Services & Support         |                  |                              |                   |                        | P               |                   |         |              |                               |                 |                                |                      |               |                 |         |                 |                               |                        |
| Situation Status           | S                | S                            | S                 | S                      | S               | P                 | S       | S            | S                             | S               | S                              | S                    | S             | S               | S       | S               | S                             | S                      |
| Transportation             |                  |                              |                   |                        | S               |                   |         | P            |                               |                 |                                |                      |               |                 |         |                 |                               |                        |
| Utilities                  |                  |                              |                   |                        |                 |                   |         | P            |                               |                 |                                |                      |               |                 |         |                 |                               |                        |
| Vital Records              | P                |                              |                   |                        |                 |                   |         |              |                               |                 |                                |                      |               |                 |         |                 |                               |                        |

P=Primary S=Support

#### 3.2.1 Director of Emergency Services

During a local level emergency or disaster, the City Administrator as the Director of Emergency Services coordinates citywide emergency operations with the Assistant Director of Emergency Services and Oroville's mutual aid partners. During an emergency the City Administrator and OES, to the extent deemed necessary, has complete authority over



all City of Oroville department personnel and resources as directed in the Municipal Code. (Oroville Municipal Code, Chapter 8)

### 3.3 Role of the Private Sector

#### 3.3.1 Oroville Residents

The residents of Oroville are the primary beneficiaries of the city's emergency management system. At the same time, residents play an important role in emergency management by ensuring that they and their families are prepared for disasters. Before an emergency, residents can assist the emergency management effort by taking first aid training, maintaining supplies and being prepared to evacuate or shelter in-place for several days.

Many residents join disaster volunteer programs such as the American Red Cross (ARC) and remain ready to volunteer or support emergency response and recovery efforts. During an emergency, residents should monitor emergency communications and carefully follow directions from authorities. By being prepared, residents can better serve their family, their community and reduce demands on first responders.

#### 3.3.2 Populations with Access and Functional Needs

According to the U.S. Census of 2000 there are almost 6 million people who identify as having a disability in California. Populations with access and functional needs include those members of the community that may have additional needs before, during, and after an incident in functional areas, including but not limited to maintaining independence, communication, transportation, supervision, and medical care.

Individuals in need of additional response assistance may include those who:

- Have disabilities
- Live in institutionalized settings
- Are elderly
- Are children
- Are from diverse cultures
- Have limited English proficiency or are non-English speaking; or who do not have transportation.

Lessons learned from recent emergencies concerning people with disabilities and older adults have shown that the existing paradigm of emergency planning, implementation and response must change to meet the needs of these groups during an emergency. These lessons show four areas that are repeatedly identified as most important to people with disabilities and older adults:

- **Communications and Public Information** – Emergency notification systems must be accessible to ensure effective communication for people who are deaf/hard of hearing, blind/low vision, or deaf/blind.
- **Evacuation and Transportation** – Evacuation plans must incorporate disability and older adult transportation providers for identifying and the movement of people with mobility impairments and those with transportation disadvantages.
- **Sheltering** – Care and shelter plans must address the access and functional needs of people with disabilities and older adults to allow for sheltering in general population shelters.
- **Americans with Disabilities Act** - When shelter facilities are activated, the state will work with local officials to ensure they accommodate the provisions of the Americans with Disabilities Act (ADA).

### 3.3.3 At-Risk Individuals

Another perspective is to consider the needs of people who are not in contact with traditional emergency service providers. These people may feel they cannot comfortably or safely access and use the standard resources offered in preparedness, response and recovery. These include, but are not limited to individuals who are:

- Homeless
- Without transportation
- Out of hearing range of community alert sirens
- Without radio or television to know they need to take action
- Without access to telephones
- Visiting or temporarily residing in an impacted region
- Not familiar with available emergency response and recovery resources
- Limited in their understanding of English, and
- Geographically or culturally isolated.

### 3.3.4 Businesses

Much of Oroville's critical infrastructure is owned or maintained by businesses and must be protected during a response to ensure a quick and complete recovery from an emergency. These same businesses provide valuable resources before, during and after an emergency and play a critical role in meeting the needs of those impacted by an emergency.

**Target Hazards:** Some key industries are potential targets for terrorist attacks and must institute measures to prevent attacks and protect their infrastructure and the surrounding community. This requires businesses to coordinate with federal, state and local governments to ensure that their emergency plans are integrated with government plans.

**Hazardous Materials Area Plans:** Some industries are required by law or regulation to have emergency operations procedures to address a variety of hazards. The *CalOES Hazardous Materials Program* requires businesses that handle hazardous materials that meet certain quantity or risk thresholds must submit Business Program Plans and Risk Management Plans to the Butte County Certified Unified Program Agency (CUPA) or Administering Agency (AA). The AA can then develop Hazardous Materials Area Plans to respond to a release of hazardous materials within Butte County.

**Business Emergency Plans:** This plan recommends that all businesses develop comprehensive emergency plans that include employee injury and illness prevention programs, business resumption and continuity of operations elements. A comprehensive business emergency plan can assist the business and the community at-large by providing:

- Information to the employees to protect themselves and their families from the effects of likely emergencies.
- A business emergency organization with identified positions having clear and specific emergency roles, responsibilities, delegated authority and identified successors.
- An identification of actions necessary to protect company property and records during emergencies.
- A listing of critical products and services.

- Production shut-down procedures.
- A company command post.
- Alternate work sites.
- Methods and channels of communication.
- Contacts with local emergency management officials.
- A method to provide and accept goods and services from other companies.

**Business Operations Centers:** This plan also promotes the use of business operations centers to enhance public and private coordination. Local governments can effectively coordinate with businesses by establishing a business operations center that is linked to their existing emergency operations center.

### 3.3.5 Volunteer Organizations

The City of Oroville recognizes the value and importance of organizations that perform voluntary services in their community. These organizations have resources which can augment emergency response and recovery efforts.

Examples of voluntary organizations are:

- **City of Oroville Volunteers:** Volunteers who are already connected to the City of Oroville prior to an emergency can be a great asset during a disaster.
  - Intern Firefighters.
  - Volunteers in Police Services (VIPS)
  - Animal Shelter Friends.
- **American Red Cross (ARC):** The American Red Cross Northeastern Chapter is very active when disaster threatens or strikes a member of our community. The Red Cross provides shelter, food and health and mental health services to address basic human needs to enable them to resume normal daily activities. The American Red Cross Northeastern Chapter Regional Offices are located at 2125 East Onstott Road, Yuba City, CA 95991 or go to their website at [www.arcnec.org](http://www.arcnec.org).
- Examples of additional volunteer organizations in Oroville are:
  - Oroville Rescue Mission
  - The American Society for the Prevention of Cruelty to Animals (ASPCA)
  - Hope Center
  - Salvation Army
  - Rotary Club, Knights of Columbus; Exchange; Soroptimist and other non-profit service organizations within the City of Oroville.

### 3.3.6 Public-Private Partnerships

The private sector provides valuable assistance and resources to support emergency response and recovery activities. The goal of the Public-Private Partnership is to advise on:

- Appropriate agreements to provide for quick access to emergency supplies and essential services in order to minimize the need to stockpile such supplies during normal times.
- Logistic measures required to quickly deliver needed supplies and services to affected areas.

- Methods to utilize non-profit and private sector capabilities to increase the surge capacity of local agencies responding to emergencies.
- Methods to promote the integration of the non-profit and private sectors into the emergency services system so that people can be better informed and prepared for emergencies.
- Systems that aid business and economic recovery after an emergency.

Some organizations/businesses that have formed public-private partnerships with the City of Oroville include:

- Pacific Gas and Electric (PG&E)
- Wal-Mart
- Home Depot

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## SECTION 4.0 DIRECTION, CONTROL AND COORDINATION

Responsibility for emergency response is based on statutory authority. The emergency response is coordinated under SEMS, which provides a flexible adaptable and expandable response organization to address all-hazards of varying magnitude and complexity.

- **Command and Control:** During response to minor or moderate events, the City of Oroville may manage the emergency with existing resources. The Emergency Operations Center (EOC) may not be activated under this scenario. Personnel that are part of a field level emergency response will utilize the Incident Command System (ICS) to manage and direct on-scene operations.
- **Field/EOC Communications and Coordination:** The Oroville EOC is activated to support field operations when an emergency requires additional resources, or when requested resources exceed that which is available from within the jurisdiction. Field Incident Commanders and the City EOC will establish communications when the EOC is activated. The Oroville EOC will communicate with the Butte Operational Area EOC and the Butte Operational Area EOC will communicate with the Inland Region Emergency Operations Center (REOC) and the REOC will communicate with the State Operations Center (SOC).
- **Multi-Agency Coordination:** Larger scale emergencies involve one or more responsible jurisdictions and or multiple agencies. Management personnel from the responsible jurisdictions form a Unified command and/or a Multi-Agency Coordination (MAC) group. Provision is made for situation assessment, determining resources requirements, establishing a logistical system and allocating resources. Various emergency operations centers, dispatch centers and other essential facilities located in or adjacent to the affected area are activated at this time.

### 4.1 EOC Coordination with Other Government Levels and the Private Sector

#### 4.1.1 Coordination with Field Response Level

Communications and coordination must be established between the EOC and field responders who are responding within the city boundaries. This is accomplished through coordination with the Department Operations Centers (DOC), when activated, and as necessary through the City EOC.

#### 4.1.2 Coordination with Butte Operational Area and Member Jurisdictions

Direct communications and coordination will be established between Butte County and any Operational Area member jurisdictions' activated EOC. Additionally, as time permits, communications will be established by the county with other member jurisdictions that have not activated their EOCs. Initially, communications will be established by any means available and with whoever is available, regardless of their functional EOC position. Ideally, communications and coordination amongst the cities and special district EOCs will occur along functional lines.

A department representative from any jurisdiction within the OA that has activated its EOC may request to have a liaison at the City's EOC; this will be coordinated through the Butte OA EOC or the Emergency Services Officer if the County EOC is not activated. Due to space limitations, this would only be recommended during complex or large operations between the city and other Butte OA members.

#### 4.1.3 Coordination with the County and Special Districts

The emergency response role of county and special districts is generally focused on restoring their normal services or functional area of responsibility. During disasters, some types of special districts will be more extensively involved

in the emergency response by directly coordinating, communicating, and assisting local governments (for instance utilizing school districts for incidents involving shelters, school facilities, or the children.) If a special district does not send a representative to the EOC, then the Liaison Officer in the EOC will be responsible for establishing communications and coordination with the special district liaison.

#### 4.1.4 Coordination with the Inland Region Emergency Operations Center

Communications with the Inland Region Emergency Operations Center (REOC) are conducted through the Butte Operational Area. The REOC will work with the OA directly on behalf of the city and the methods are described as follows:

- Primary Method - The REOC sends a field representative to the Operational Area.
- Alternate Method - The Operational Area and the REOC coordinate through various telecommunications systems.

Coordination and communications between the Butte County EOC and the Inland REOC will occur between the five SEMS functions. Direct coordination and communications will also be established between the Operational Area Mutual Aid Coordinators, who are located in the County EOC, and the Region's Mutual Aid Coordinator, who may be located in the REOC.

#### 4.1.5 Coordination with State and Federal Field Response

There are some instances where a state or federal agency will have a field response. State agency field responses may result from a flood fight effort, oil spill, hazardous materials accident on a highway or other hazard scenarios. Federal field response could result from the same scenarios or a military aircraft accident, and/or terrorism incidents. When a state agency or federal agency is involved in field operations, coordination may be established with the City EOC. State or federal agencies operating in the field may be found in any ICS section, branch, or unit or part of a Unified Command. The agency's responsibilities in responding to the incident will determine their location in the organization. Per NIMS, any multi-agency response will require the formation of a Unified Command structure.

#### 4.1.6 Coordination with Volunteers and the Private Sector

Within Butte County, coordination of response activities with non-governmental organizations may occur. Privately-owned utilities, such as PG&E will frequently send representatives to activated EOCs to facilitate coordination of critical facility restoration. The County EOC will address volunteer requests from the general public by directing them to the logistics section or the Emergency Volunteer Center (EVC) if activated. Other private sector corporate interests may contact the EOC through the appropriate liaisons to express their interest in assisting in response and recovery operations.

For additional information regarding the City of Oroville Direction and Control and EOC Functions, refer to *Functional Annex A - Direction and Control*.

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## SECTION 5.0 INFORMATION COLLECTION AND DISSEMINATION

### 5.1 Action Planning

The use of Action Plans in the Oroville EOC provides a clear and measurable process for identifying objectives and priorities for a given event. Action Planning is an important management tool that involves:

- Process for identifying priorities and objectives for emergency response or recovery efforts.
- Plans which document the priorities and objectives, and the tasks and personnel assignments associated with meeting the objectives.

The Action Planning process should involve the EOC Director and Section Chiefs (one from each Section), along with other EOC staff, as needed, such as agency representatives.

#### 5.1.1 Planning Requirements

The initial EOC Action Plan may be a verbal plan that is developed during the first hour or two following EOC activation. A verbal plan may also be utilized for incidents involving a limited scope, short duration (less than 12 hours) and a limited number of response personnel. An EOC Action Plan shall be developed whenever the EOC is activated, either partially or fully. The general guideline for use of a written versus a verbal action plan is when:

- Two or more jurisdictions are involved;
- The incident continues into another planning or operational period;
- A number of organizational elements have been activated; and
- It is required by agency policy.

The EOC Action Plan addresses a specific operational period which may vary in length from a few hours to days depending on the circumstances. The plan should be regularly reviewed and evaluated throughout the operational period and revised or updated as warranted.

#### 5.1.2 Plan Elements

The elements to be included in the EOC Action Plan are:

- Operational period covered by the plan.
- Identify parts of EOC organization that have been activated on an organization chart.
- Assignment of primary and support personnel and material resources to specific tasks and locations.
- Describe any logistical or technical support to be provided and by whom.
- State the objectives (attainable, measurable and flexible) to be accomplished.
- Establish the current priorities to meet the objectives.
- Describe the strategy to be utilized to achieve the objectives.

In addition to the required elements listed above, the Action Plan may also include:

- Specific departmental mission assignments.
- Policy and/or cost constraints.
- Any inter-agency considerations.

### 5.1.3 Planning Responsibilities

Primary responsibility for developing the EOC Action Plan rests with the Planning Section. However, development of the plan requires the active participation of the EOC Management and General Staff. The Operations Section, in particular, must work closely with the Planning Section during Action Plan development. When indicated, the Planning Section Chief will request specific technical experts to provide input to the plan. The EOC Director is responsible for approving the plan.

For those incidents requiring close coordination with external agencies, (e.g., CalOES, state first response agencies, and special districts, etc.), their input should also be included in the Action Planning process.

For additional information regarding the City of Oroville Action Planning, refer to *Functional Annex A - Direction and Control*.

## 5.2 EOC Reporting

Information may be sent to city departments, EOC personnel, the Butte Operational Area and other key agencies using radio, telephone, email, internet or fax. Regardless of the method of communication, all data should be verified prior to transmission. If unverified data must be transmitted, it should be clearly designated as unconfirmed information. The Oroville EOC should transmit the following reports to DOCs, if activated, city departments, and the Butte OA EOC:

### 5.2.1 Preliminary Reports

Preliminary Reports are used during the first two hours of an emergency to provide an initial picture of the scope and magnitude of the situation.

### 5.2.2 Situation Reports

Situation Reports are brief narratives that present a concise picture of the emergency situation and are prepared for specific time periods.

- At the beginning of an emergency response, the EOC Management and Planning staff will determine appropriate times for submitting data and issuing Situation Reports.
- The Situation Report is intended for use after the first two hours of an emergency and can be updated as requested or needed.
- The Inland Region Situation Status forms contain the information presented on the Situation Report form. The information may be transmitted via the Internet or fax.

### 5.2.3 Flash Reports

Flash Reports are used for transmitting critical, time-sensitive information outside regularly scheduled Preliminary Reports or Situation Reports. For example, a Flash Report would be used to report an impending dam failure or a receipt of a Federal Declaration of a Major Disaster.

Oral Flash Reports may precede written reports. The written report later serves as confirmation and documentation.

### 5.2.4 Documentation

Unit/activity logs are used to record significant events, communications and actions associated with an emergency for a given operational period or shift. Each EOC staff position is responsible for maintaining a unit/activity log.

All copies of reports, SEMS forms, and logs must be submitted to the Planning Section, Documentation Unit, prior to the close of each operational period (or prior to EOC deactivation if operations do not require multiple shifts).

#### **5.2.5 Status Boards**

Status Boards are erasable boards or projections from computer systems located around the EOC. The Status Boards provide decision-makers and EOC staff with essential information such as road closures, shelter location information, river gauge levels etc., at a glance.

#### **5.3 EOC Reporting Systems**

The State of California has an internet based information reporting system for use during emergencies. The purpose of the Response Information Management System (RIMS) is to improve the state's ability to respond to major disasters. The system will increase the level of service and efficiency by improving the state's ability to:

- Respond to, manage and coordinate requests for resources
- Collect, process, and disseminate information during and after a disaster

#### **5.4 Emergency Public Information**

Emergency Public Information is a priority of utmost importance during emergencies and disasters. City government has a primary responsibility to provide accurate and timely information to the public regarding conditions, threats, and protective measures. To avoid conflicts and confusion, the Emergency Public Information function operates best when centralized and coordinated among all involved jurisdictions, agencies and organizations.

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## SECTION 6.0 COMMUNICATIONS

In coordination with established public safety warning protocols, the activated EOC will manage the dissemination of timely and adequate warnings to threatened populations in the most effective manner possible. Warning information will be issued as quickly as a threat is detected, using the most direct and effective means possible.

### 6.1 Warning Responsibility

When the EOC is not activated, the City Public Safety Departments will coordinate the dissemination of official alerts and warnings to the general public and allied agencies using available methods. This alert and warning activity will be coordinated through the City PIO, the dispatch center and other available alert and warning mechanisms available to the city.

### 6.2 Warning and Alert Mechanisms

Depending upon the threat and time availability, the EOC will initiate alerts and warnings utilizing any of the following methods:

- Activation of the Emergency Alert System (EAS)
- Activation of the Emergency Digital Information System (EDIS)
- Activation of the California Law Enforcement Mutual Aid Radio System (CLEMARS)
- Activation of the Telephonic Alert and Warning System
- Media broadcast alerts

As in any emergency, the effectiveness of any warning will be dependent upon many factors including:

- Time availability
- Initial notice of threat
- Time of day
- Language barriers
- Receiving challenges for the hearing and sight impaired

### 6.3 Warning Conditions

Typically, warnings will be issued during periods of flash flooding, major hazardous materials incidents, public health emergencies, fast moving fires, severe weather conditions, and potential acts of violence. However, warnings may be issued wherever a threat is perceived and the potential for safeguarding public safety is possible through rapid alerting.

For additional information regarding the City of Oroville Communications and Warning procedures, refer to *Functional Annex C - Communications and Warning*.

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## SECTION 7.0 ADMINISTRATION, FINANCE AND LOGISTICS

### ADMINISTRATION

#### Introduction

The Administration function manages all financial, administrative and cost analysis aspects of the emergency. Initially, this work may be done in the EOC, but in later stages of the emergency this function may be accomplished at other locations.

#### 7.1 Damage Assessment

Damage Assessment is the process of identifying and quantifying damages that occur as a result of a disaster. 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 decisions to appropriately direct resources and teams. Additionally, the damage assessment results are used as the initial basis to justify or determine state or federal assistance. Damage assessment is conducted in two phases:

##### 7.1.1 Initial Damage Estimate (IDE)

This assessment begins immediately after the incident occurs and helps to determine life safety issues, identify the hardest hit areas and to estimate the damaged infrastructure. The initial damage assessment determines whether more detailed damage assessments are necessary and identifies those areas where further efforts should be concentrated.

##### 7.1.2 Preliminary Damage Assessment (PDA)

This assessment is done to verify the initial damage assessment (especially for state/federal assistance) and gather additional information on areas or functions that are going to require additional resources so recovery can be prioritized.

#### 7.2 Process

##### 7.2.1 Windshield Surveys

Following a disaster, on-duty fire, police and public works field units perform windshield surveys. The survey is done quickly, without exiting the vehicle and includes a brief observation of the structure or area for obvious damages. The Red Cross also may conduct windshield surveys, if requested. Windshield surveys may also be used to develop the Initial Damage Estimate (IDE) discussed in the previous section.

##### 7.2.2 Safety Assessment

As soon as possible following the emergency event, a Rapid Safety Assessment is conducted on occupied buildings and pre-designated essential facilities (e.g., occupied structures, access roads, bridges, utilities etc.) The assessment involves an immediate visual inspection by Safety Assessment Teams (SATs) assigned by the EOC Safety Assessment staff to identify unsafe structures/area and obvious hazards. Unsafe structures are evacuated immediately, hazardous conditions are secured and occupied buildings are posted as Unsafe, Restricted Use or Inspected, as indicated. The inspection and assessment process will be performed in accordance with the Applied Technology Council (ATC-20-2) *Procedures for Post Earthquake Safety Evacuation of Buildings*. Mutual aid for the conduct of these assessments can be obtained through the Safety Assessment Program, overseen by Cal OES.

##### 7.2.3 Detailed Inspection

Based on findings from the SATs, detailed inspections are performed on damaged facilities by personnel assigned by the EOC Safety Assessment staff. This inspection includes a more thorough examination to

document damages, identify repair, bracing and shoring requirements, evaluate the initial posting of occupied structures and identify facilities that require an engineering assessment. The condition of occupied structures may be upgraded or downgraded based on the results of the inspection.

**7.2.4 Engineering Assessment**

Licensed engineers conduct detailed assessments on damaged structures and facilities to prepare plans for repairs, reconstruction and engineering cost estimates. Depending on the type of facility and the nature of the damage, civil, structural, mechanical, and other specialty engineering services may be contracted, or requested through the Butte OA EOC.

**7.2.5 Damage Assessment Chronology Summary**

Refer to *Figure 10 - Damage Assessment Chronology Summary Chart* on the following page:

| <b>Damage Assessment Chronology</b> |   |   |
|-------------------------------------|---|---|
| <b>Time Frame</b>                   | <b>Purpose</b>  | <b>Method/Teams</b>   |
| <b>Windshield Survey</b>            |   |   |
| 0-12 hours post-event               | Locate and identify casualties and hazards to aid the direction of response efforts.  | <ol style="list-style-type: none"> <li>1. Windshield Survey Form</li> <li>2. Police, Fire and Public Works field units, and ARC</li> </ol>  |
| <b>Safety Assessment</b>            |   |   |
| 0-24 hours post-event               | Identify life safety problems, obvious structural or utility damage. Includes assessment of roads, bridges, tunnels, and access areas. Buildings are posted "Unsafe" (Red), "Restricted Use" (Yellow), or "Inspected" (Green). The assessment is also used to identify requirements for barricades. | <ol style="list-style-type: none"> <li>1. ATC-20-2 Rapid Evaluation Safety Assessment Form</li> <li>2. Safety Assessment Teams assigned by the EOC Safety Assessment staff</li> </ol>   |
| <b>Detailed Damage Assessment</b>   |   |   |
| 24 hours to 1 week post-event       | Identify and document damage and initial cost estimates. Inspect structures, bridges, tunnels, water lines, fire alarm systems, sewer lines, street lights, and roadways. The assessment is also used to prepare for emergency repairs, bracing and shoring.  | <ol style="list-style-type: none"> <li>1. ATC-20-2 Detailed Evaluation Safety Assessment Form</li> <li>2. ATC-20-2 Fixed Equipment Checklist</li> <li>3. Safety Assessment Teams assigned by the EOC Safety Assessment staff</li> </ol> |
| <b>Engineering Assessment</b>       |   |   |
| 1 week to 2 months post-event       | A quantitative engineering evaluation of damage. This assessment is used to prepare plans for permanent repairs and to prepare engineering cost estimates.  | <ol style="list-style-type: none"> <li>1. Engineers and architects</li> <li>2. Consulting structural, mechanical and geotechnical engineers</li> </ol>  |

Figure 10 - Damage Assessment Chronology Summary Chart

### 7.3 Documenting and Reporting Damage Assessments

#### 7.3.1 Reporting

Any damage that endangers life safety, the operation of a facility or damage that could result in additional damage will be reported immediately to the EOC Operations Section via phone or radio. Copies of all damage reports are forwarded to the Planning Section for review, analysis and posting on status boards, as indicated.

#### 7.3.2 Windshield Survey

Field units report hazards or major damage to the assigned EOC Operations Section Chief or designee via phone or radio.

#### 7.3.3 Safety Assessment

The results of safety assessments are reported by SATs to the assigned Operations Section Safety Assessment staff via phone or radio. Based on the results of these assessments, initial response strategies and priorities may be received by the Operations Section Chief.

#### 7.3.4 Detailed Damage Assessment

Each SAT submits its findings in writing on the appropriate form to the EOC Safety Assessment staff. The Safety Assessment staff arrange for further engineering assessments based on the findings from this assessment. Copies of all forms are forwarded to the Planning Section for the Situation/Status Report.

#### 7.3.5 Engineering Evaluation

Each SAT submits its findings in writing to the EOC Safety Assessment staff. The engineering reports will include all supporting materials, such as drawings, calculations, cost estimates, etc, and will be used to develop, repair and reconstruct plans.

#### 7.3.6 Documentation

Police, Fire and Public Works field units conduct the Windshield Surveys and document their findings. The information may be reported verbally to the EOC, or to the appropriate Law, Fire or Public Works representative who in turn records the information.

Inspections and assessments are recorded by assigned SATs on the appropriate ATC-20-2 forms and photographs are taken of all damages observed. Where indicated, appropriate maps and schematics are attached to the ATC-20-2 forms. Completed forms, photographs and schematics are forwarded to the EOC Planning Section as soon as practical.

### 7.4 After Action Reporting

The Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) protocols require any city, city and county, or county declaring a local emergency for which the Governor proclaims a State of Emergency, to complete and transmit an After-Action Report (AAR) to CalOES within 90 days of the close of the incident period.

The after-action report will provide, at a minimum, the following:

- response actions taken
- application of SEMS
- suggested modifications to SEMS
- necessary modifications to plans and procedures

- training needs
- recovery activities to date

The after-action report will serve as a source for documenting the City of Oroville emergency response activities and identifying areas of concern and successes. It will also be utilized to develop a work plan for implementing improvements.

An after-action report will be a composite document for all SEMS levels, providing a broad perspective of the incident, referencing more detailed documents, and addressing all areas specified in regulations.

It will include an overview of the incident, including attachments, and will also address specific areas of the response, if necessary. It will be coordinated with, but not encompass, hazard mitigation. Hazard mitigation efforts may be included in the "recovery actions to date" portion of the after-action report.

The Emergency Services Coordinator (Public Safety Department) is responsible for the completion and distribution of the after-action report to the City Administrator and Department Directors as well as ensuring that it is sent to the California Emergency Management Agency (CalOES) within the required 90 day timeframe.

For Oroville, the after-action report's primary audience will be CalOES and city employees, including management. As public documents, they are accessible to anyone who requests a copy and will be made available through the Oroville Public Safety Department.

The after-action reports will be written in simple language, well structured, brief and well presented, and geared to the primary audience.

## **FINANCE**

### **7.5 Expenditure Tracking**

The city may be reimbursed from insurance, state and/or federal sources for disaster-related expenses. The purpose of this section is to provide guidance on the record keeping requirements for claiming such expenses.

#### **7.5.1 Eligible Expenses**

Eligible costs are extraordinary costs incurred while providing emergency services required by the direct impact of a declared disaster and which service is the responsibility of the applicant agency. Eligible costs are generally considered to be the net costs over and above any increased revenue or subsidy for the emergency service. Ineligible expenses include costs for standby personnel and/or equipment and lost revenue.

#### **7.5.2 Recordkeeping Requirements**

State and federal governments require detailed information to support claims for reimbursement. Funding will be approved or denied based upon the information supplied by applicant agencies. Documentation supporting all costs claimed will be required, and all information must relate back to individual original source records. The following guidelines should be followed when documenting disaster-related reimbursable expenses:

- Costs and revenues associated with emergency operations should be segregated from normal operating expenses.

- Separate records should be maintained for each vehicle and piece of heavy equipment used for emergency operations.
- Vehicle and equipment documentation should include the miles and/or hours operated by location and by operator.
- Vehicle operating expenses should include fuel, tires, tubes and maintenance.
- Labor costs should be compiled separate from vehicle and/or equipment expenses.
- Equipment documentation should include exactly where the equipment was used and for what; hours and minutes used; and the name of the equipment operator if applicable.
- Revenues and subsidies for emergency operations must be subtracted from any costs claimed.
- Requisitions, purchase orders, and invoices must be maintained for all supplies, materials and equipment expenses claimed.
- Costs for supplies and materials must include documentation of exactly where resources were used and for what purpose.
- All noncompetitive procurements must be justified.

Expenditure tracking should commence upon notice or obvious occurrence of disasters that require expense of labor, equipment use, materials, and other expenses. The Incident Commander(s), EOC Director, and EOC staff are responsible for maintaining written records of all disaster-related personnel overtime, requests for supplies, equipment and contract personnel, and receipts for emergency purchases of supplies, equipment and other disaster-related expenses. The city will activate a special coding for emergency expenditure tracking which is used for both labor and equipment.

The Finance Section will compile reports, including total expenditures by category. The Finance Section Chief will submit a summary report on total costs to the EOC Director as requested. This information will be used for state and federal disaster assistance applications. The expenditure data and documentation is vital to state and federal agencies for requesting financial assistance during and after the disaster.

For more information on state and federal disaster assistance programs refer to *Functional Annex E - Recovery and Mitigation*.

## LOGISTICS

### 7.6 Resource Management

#### 7.6 1 Resource Priorities

When activated, the City of Oroville EOC establishes priorities for resource allocation during the emergency. All city resources are considered part of a pool, which may be allocated by the City EOC to fulfill priority missions. Each department retains control of its non-assigned resources until released for an emergency assignment by the EOC.

### 7.6.2 Resource Requests

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 coordinator to Operational Area Mutual Aid Coordinator to the Regional Mutual Aid Coordinator.
- All other resource requests will be made through the logistics function at each level.

Resource requests from jurisdictions within the city will be coordinated with the Butte OA EOC to determine if the resource is available internally or other more appropriate sources located within the OA. Emergency Management Mutual Aid Coordinators at each level will keep the Operations Chiefs informed of the status of resource requests and allocations. Coordinators at each level will communicate and coordinate with each other to maintain current status on resource requests and allocations within the disaster area.

Resource requests from the City of Oroville EOC to the Butte OA EOC may be verbally requested then will be documented. Available resources will be allocated to the requesting local government field Incident Commander. 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 City EOC are responsible for ensuring that priorities are followed.

Resource requests for equipment, personnel or technical assistance not available to the city should be coordinated with the Butte OA EOC to the Inland Region REOC. Once the resource requested is coordinated, approved and deployed, the Resource Status Unit, in coordination with various Operations Branches, is responsible for tracking the resource.

### 7.6.3 Emergency Resource Directory

The City of Oroville will work with Butte County Emergency Management to access the Countywide Emergency Resource Directory (ERD) maintained by the Butte County Department of General Services. The ERD lists available vendors, supplies, and equipment that can be available during a disaster situation.



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## SECTION 8.0 PREPAREDNESS, TRAINING AND EXERCISES

### 8.1 Preparedness Planning

City government conducts a wide array of emergency planning activities. Planning efforts include development of internal operational documents as well as interagency response plans having multi-jurisdictional participation.

In addition to the planning activities conducted, the city departments develop internal preparedness and contingency plans to ensure provision of government services and maintenance of departmental functions during disasters. The Department Operations Plan (DOP) is an integral supporting component of the master Emergency Operations Plan (EOP).

Emergency readiness cannot be conducted within a vacuum. The city is responsible for working with all city departments, special districts and allied agencies that are considered a component of the Oroville Emergency Organization. Such coordination extends to the following activities:

- Interagency plan development
- Interagency training coordination
- Interagency exercise development and presentation
- Interagency response management
- Interagency emergency public information activities

Additionally, the Public Safety Director acts as the city government's key representative and lead agent for day-to-day emergency management activities such as: mitigation, preparedness, response, and recovery. Non-emergency functions include planning, training and exercise development, preparedness presentations, interagency coordination, hazard assessment, development of preparedness and mitigation strategies, grant administration and support to city response agencies.

#### 8.1.1 Community Preparedness and Awareness

The public's response to any emergency is based on an understanding of the nature of the emergency, the potential hazards, the likely response of emergency services, and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Public awareness and education prior to an emergency or disaster will directly affect Oroville's emergency operations and recovery efforts. For this reason, the City of Oroville will make emergency preparedness information from county, state and federal sources available to the member jurisdictions and our citizens upon request.

#### 8.1.2 Preparedness Actions

In identifying general preparedness actions, city government works with community based organizations, faith-based organizations, other local governments/special districts, private industry, preparedness groups, and other entities to provide information relating to individual and group preparedness.

Government is limited in its ability to provide endless services and support during times of disaster, so public preparedness is essential for ensuring individual and organizational safety and protection.

### 8.2 Readiness Training

The Emergency Services Coordinator (Public safety Department) will notify holders of this plan of training opportunities associated with emergency management and operations. Individual city departments and agencies

within the City of Oroville are responsible for maintaining training records. Jurisdictions and agencies having assigned functions under this plan are encouraged to ensure that assigned personnel are properly trained to carry out these tasks.

The Emergency Services Coordinator (Public Safety Department) will develop and execute a comprehensive training program for emergency management topics on an annual basis. The established training schedule will include applicable courses of instruction and education that cover management subjects. Such instruction shall meet or exceed the State SEMS and Federal NIMS training requirements.

### **8.3 Exercise and Evaluation**

Elements of this plan will be exercised regularly. The Public Safety Department will conduct emergency preparedness exercises, in accordance with its annual exercise schedule, following appropriate state and federal guidance. Deficiencies identified during scheduled exercise activities will result in the development of a corrective action plan to initiate appropriate corrections.

The planning for, development and execution of all emergency exercises will involve close coordination between all city departments, allied agencies, special districts, and supporting community and public service organizations.

The primary focus will be to establish a framework for inter-organizational exercise collaboration in coordination with all-hazard response and recovery planning and training activities, conducted within the City of Oroville

Emergency exercise activity will be scheduled as to follow state and federal guidance and program requirements. Exercise activity will follow the *Homeland Security Exercise and Evaluation Program* (HSEEP) guidance and may be designed as one or more of the following exercise types:

- Drills
- Seminars (Workshops)
- Table Top Exercises (TTX)
- Functional Exercises (FE)
- Full Scale Exercises (FSE)

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## SECTION 9.0 PLAN DEVELOPMENT AND MAINTENANCE

### 9.1 Plan Development and Maintenance Responsibility

This plan is developed under the authority conveyed to the Emergency Services Coordinator (Public Safety Department) in accordance with the City's Director of Emergency Services and Disaster Council who has the primary responsibility for ensuring that necessary changes and revisions to this plan are prepared, coordinated, published, and distributed.

### 9.2 Review and Updating

This plan and its supporting documents or annexes, such as Continuity of Operations, Direction and Control or Recovery, will be reviewed annually, with a full document update conducted minimally every three (3) years. Changes to the plan will be published and distributed to all involved departments and organizations. Recommended changes will be received by the Emergency Services Coordinator (Public Safety Department), reviewed and distributed for comment on a regular basis. Elements of this plan may also be modified by the Emergency Services Coordinator (Public Safety Department) any time state or federal mandates, operational requirements, or legal statute so require. Once distributed, new editions to this plan shall supplant older versions and render them inoperable.

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## SECTION 10.0 AUTHORITIES AND REFERENCES

### 10.1 Authorities

#### Federal

- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, 42 U.S.C. 5121, et seq., as amended
- Homeland Security Presidential Directive 5, *Management of Domestic Incidents*, February 28, 2003
- Homeland Security Presidential Directive 8, *National Preparedness*, December 17, 2003
- The Code of Federal Regulations, Title 44, Chapter 1, Federal Emergency Management Agency, October 1, 2007

#### State

- California Emergency Services Act (CA government Code Section 8550 et. seq.)
- California Disaster Assistance Act (CA government Code Section 8680 et. seq.)
- California Code of Regulations Title 19, (Standardized Emergency Management System and California Disaster Assistance Act))
- California Disaster and Civil Defense Master Mutual Aid Agreement

#### County

- Butte County Ordinance, Chapter 8-Emergency Services of the Butte County Municipal Code
- Butte County Resolution adopting the California Master Mutual Aid Agreement
- Butte County Resolution relating to Emergency Operations within Butte County
- Butte County Resolution adopting the Emergency Operations Plan, 2011

#### City

- Oroville Municipal Code: Chapter 8-Disasters and Emergencies

### 10.2 References

#### Federal

- National Response Framework (As revised)
- National Incident Management System (NIMS)
- Comprehensive Preparedness Guide (CPG) 101

#### State

- California State Emergency Plan, July 2009 edition
- Standardized Emergency Management System (SEMS)
- California Disaster Assistance Act (CDAA)
- California Law Enforcement Mutual Aid Plan
- California Fire and Rescue Mutual Aid Plan
- Continuity of Government in California (Article IV, Section 21 of the State Constitution)
- Preservation of Local Government

#### County

- Butte County Emergency Operations Plan, 2011 edition

#### City

- Oroville Emergency Operations Plan, 2005 edition



## GLOSSARY OF TERMS

**Action Plan:** The plan prepared in the EOC containing the emergency response objectives of that SEMS level reflecting overall priorities and supporting activities for a designated period. The plan is shared with supporting agencies.

**All Hazards:** Refers to a policy or program that is designed to deal with a variety of natural and technological hazards.

**Agency:** A division of government with a specific function offering a particular kind of assistance. In the Incident Command System (ICS), agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance). Governmental organizations are most often in charge of an incident, though in certain circumstances private sector organizations may be included. Additionally, Non-Governmental Organizations (NGOs) may be included to provide support.

**Catastrophe:** Any natural or manmade incident, including terrorism that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions.

**Command:** The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

**Command/Management:** Command is responsible for the directing, ordering, and/or controlling of resources at the field response level. Management is responsible for overall emergency policy and coordination at the SEMS EOC levels.

**Command Post:** See **Incident Command Post**.

**Command Staff:** The Command Staff at the SEMS Field Level consists of the Information Officer, Safety Officer and Liaison Officer. They report directly to the Incident Commander. They may have an assistant or assistants, as needed. These officers are also found at the EOC levels in SEMS and they report directly to the EOC Director and comprise the Management Staff. They may have an assistant or assistants, as needed.

**Common Terminology:** Normally used words and phrases-avoids the use of different words/phrases to provide consistency and allow diverse incident management and support organizations to work together across a wide variety of incident management functions and hazard scenarios.

**Continuity of Government (COG):** Includes measures to ensure continued leadership and preservation of vital records, thereby maintaining a viable system of government supported by law; establish emergency authorities legally vested in government leaders so that they have prescribed powers to act; ensure survivability of mechanisms and systems for direction and control so that actions directed by leaders can be communicated and coordinated; sustain essential emergency services and resources so that critical response and recovery actions can achieve widest possible implementation.

**Continuity of Operations Planning (COOP):** An internal effort within an organization to assure that the capability exists to continue essential business functions across a wide range of potential emergencies, including localized acts of nature, accidents, and technological and/or attack/terrorist-related emergencies. Accordingly, an effective Emergency Management Program (EMP) not only addresses the four phases of mitigation, preparedness, response and recovery, but includes COOP planning activities to ensure that ancillary, and support functions would continue, with little or no interruption.

**Critical Infrastructure:** Systems and assets, whether physical or virtual, vital to the City of Oroville that the incapacity or destruction of such systems and assets would have a debilitating impact on security, local economic security, local public health or safety, or any combination of those matters.

**Department Operations Center:** A centralized location for a single department or agency where their internal incident management and response takes place.

**Disaster:** A sudden and extraordinary misfortune; a calamity which threatens or effects extraordinary loss of life or property.

**Disaster Service Worker (DSW):** All public employees in California are subject to such emergency or disaster activities as may be assigned by their supervisors or by law.

**Emergency:** A condition of disaster or of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestations or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake or other conditions, other than conditions resulting from a labor controversy.

**Emergency Alert System (EAS):** An established system to enable the President, federal, state, and local jurisdiction authorities to disseminate emergency information to the public via the Commercial Broadcast System. Composed of amplitude modulation (AM), frequency modulation (FM), television broadcasters, and the cable industry. Formerly known as the Emergency Broadcast System (EBS).

**Emergency Management:** The discipline and the profession of applying science, technology, planning, and management to deal with extreme events that can injure or kill large numbers of people, do extensive damage to property and disrupt community life. As a process it involves preparing, mitigating, responding and recovering from an emergency. Critical functional components include planning, training, simulating drills (exercises), and coordinating activities.

**Emergency Operations Center (EOC):** A centralized location where individuals responsible for responding to a large scale emergency can have immediate communication with each other and with emergency management personnel for the purpose of enhancing coordination in exercising direction and control of emergency response and recovery efforts.

**Emergency Operations Plan (EOP):** The EOP is the document that describes strategies for managing emergency situations.

**Emergency Response Agency:** Any organization responding to an emergency, whether in the field, at the scene of an incident, or to an EOC, in response to an emergency, or providing mutual aid support to such an organization.

**Emergency Response Personnel:** The personnel involved with an agency's response to an emergency.

**Emergency Resource Directory (ERD):** A directory containing information on agency or organization personnel emergency certifications and qualifications and vendor and support organization supplies, equipment, etc. that may be needed during an emergency. Supplies and equipment can include such items as potable water tenders, portable toilets, heavy equipment, prepared meals, bulk foodstuffs, cots, rental office trailers, etc. To the extent possible and when appropriate, equipment should be typed by capability according to a common and accepted typing schematic. Emergency resource directories should only include those items likely to be needed by the preparing agency or organization in the performance of their duties and should not attempt to include everything that may be needed in any emergency.

**Evacuation:** The process of moving persons out of an area affected or potentially affected by a disaster situation.

**Federal Coordinating Officer (FCO):** The individual appointed by the Federal Emergency Management Agency Director (by delegation of authority from the President) to coordinate assistance in a federally-declared disaster.

**Federal Disaster Area:** An area of a state (oftentimes defined by counties) that is declared eligible for federal disaster relief under the Stafford Act. These declarations are made by the President usually as a result of a request made by the Governor of the affected state.

**Federal Emergency Management Agency (FEMA):** An agency created in 1979 to provide a single point of accountability for all federal activities related to disaster mitigation, preparedness, response, and recovery. FEMA manages the President's Disaster Relief Fund, and coordinates the disaster assistance activities of all federal agencies in the event of a presidential disaster declaration.

**Federal Emergency Response Team:** An interagency team, consisting of the lead representative from each federal department or agency assigned primary responsibility for an Emergency Support Function and key members of the Federal Coordinating Officer's staff, formed to assist the Federal Coordinating Officer in carrying out his/her coordination responsibilities. The Emergency Response Team provides a forum for coordinating the overall federal response, reporting on the conduct of specific operations, exchanging information, and resolving issues related to Emergency Support Functions and other response requirements. Emergency Response Team members respond to and meet as requested by the Federal Coordinating Officer. The Emergency Response Team may be expanded by the Federal Coordinating Officer to include designated representatives of other Federal departments and agencies as needed.

**Full-Scale Exercise:** An activity intended to evaluate the operational capability of emergency management systems in an interactive manner over a substantial period of time. It involves the testing of a major portion of the emergency plan and organizations in a highly stressful environment. It includes the mobilization of personnel and resources to demonstrate coordination and response capabilities. The EOC is activated and field command posts may be established. A full-scale exercise is always formally evaluated.

**Functional Annex:** A document that supplements the Emergency Operations Plan, which provides further planning information for a specific aspect of emergency management.

**Functional Exercise:** An activity designed to test or evaluate the capability of individual or multiple emergency management functions. It is more complex than a tabletop exercise in that activities are usually under time constraints and are followed by an evaluation or critique. It usually takes place in some type of coordination or operating center. The use of outside resources is often simulated. No field units are used.

**Governor's Authorized Representative (GAR):** An individual authorized by the Governor to sign amendments to the Federal-State Agreement and to verify the grant applications from the state and local jurisdictions.

**Hazardous Materials Team:** A term used to describe a team of highly skilled professionals who specialize in dealing with hazardous material incidents.

**Hazard Mitigation Grant Program:** A program authorized under Section 404 of the Stafford Act, which provides funding for hazard mitigation projects that are cost effective and complement existing post-disaster mitigation programs and activities by providing funding for beneficial mitigation measures that are not funded through other programs.

**Incident:** An occurrence or event, either human-caused or by natural phenomena, that requires action by emergency response personnel to prevent or minimize loss of life or damage to property and/or natural resources.

**Incident Action Plan:** The plan developed at the field response level which contains objectives reflecting the overall incident strategy and specific tactical actions and supporting information for the next operational period. The plan may be oral or written.

**Incident Commander:** The individual responsible for the command of all functions at the field response level.

**Incident Command Post (ICP):** The ICP is the location where the Incident Commander operates during response operations. There is only one ICP for each incident or event, but it may change locations during the event. Every incident or event must have some form of an Incident Command Post. The ICP may be located in a vehicle, trailer, tent, or within a

building. The ICP will be positioned outside of the present and potential hazard zone but close enough to the incident to maintain command.

**Incident Command System (ICS):** A nationally used standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS is the field level component of SEMS. It is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, with responsibility for the management of resources to effectively accomplish stated objectives pertinent to an incident.

**Individual Assistance:** A supplementary federal assistance available under the Stafford Act to individuals, families, and businesses which includes disaster housing assistance, unemployment assistance, grants, loans, legal services, crisis counseling, tax relief, and other services or relief programs.

**Joint Information Center (JIC):** A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media. Public information officials from all participating agencies should co-locate at the JIC.

**Joint Information System (JIS):** Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, accurate, accessible, timely and complete information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending and executing public information plans and strategies on behalf of the IC; advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

**Key Resources:** Any publicly or privately controlled resources essential to the minimal operations of the economy and government.

**Local Government:** Local agencies as defined in Government Code §8680.2 and special districts as defined in California Code of Regulations, Title 19, Division 2, Chapter 5, CDA, §2900(y).

**Major Disaster:** As defined in federal law, is " any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other technological or human caused catastrophe in any part of the United States which, in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance in alleviating the damage, loss, hardship, or suffering caused thereby."

**Master Mutual Aid Agreement:** The California Disaster and Civil Defense Master Mutual Aid Agreement made and entered into by and among the State of California, its various departments and agencies, and the various political subdivisions of the State. The agreement provides for support of one jurisdiction by another.

**Mitigation:** Activities taken to eliminate or reduce the degree of risk to life and property from hazards, either prior to or following a disaster or emergency.

**Mobilization:** A process of activating resources including personnel, equipment and supplies. The process would include notification, reporting, and setup to attain full or partial readiness to initiate response and recovery actions.

**Multi-agency or inter-agency coordination:** The participation of agencies and disciplines involved at any level of the SEMS organization, 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.

**Mutual Aid:** Voluntary aid and assistance in the event that a disaster should occur, by the interchange of services and facilities, including, but not limited to: fire, police, medical and health, communication, and transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster. Mutual aid is designed to ensure that adequate resources, facilities, and other support are provided to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation.

**Mutual Aid Region:** A subdivision of the state emergency services organization, established to facilitate the coordination of mutual aid and other emergency operations within an area of the state, consisting of two or more county Operational Areas.

**National Response Framework (NRF):** A national level plan developed by the Federal Emergency Management Agency (FEMA) in coordination with 26 federal departments and agencies plus the American Red Cross.

**National Warning System (NAWAS):** The federal portion of the Civil Defense Warning System, used for the dissemination of warnings and other emergency information from the FEMA National or Regional Warning Centers to Warning Points in each state. Also used by the State Warning Points to disseminate information to local Primary Warning Points. Provides warning information to state and local jurisdictions concerning severe weather, earthquake, flooding, and other activities which affect public safety.

**Operational Area:** An intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the county area. The Operational Area is a special purpose organization created to prepare for and coordinate the response to emergencies within a county area. Each county is designated as an Operational Area. An Operational Area may be used by the county and the political subdivisions comprising the Operational Area for the coordination of emergency activities and to serve as a link in the system of communications and coordination between the state's emergency operating centers and the operating centers of the political subdivisions comprising the operational area. The Operational Area augments, but does not replace, any member jurisdiction.

**Preliminary Damage Assessment (PDA):** The joint local, state, and federal analysis of damage that has occurred during a disaster and which may result in a Presidential declaration of disaster. The Preliminary Damage Assessment is documented through surveys, photographs, and other written information.

**Preliminary Damage Assessment Team:** An ad hoc group that comes together after a disaster whose main purpose is to determine the level of disaster declaration that is warranted. The team usually consists of federal, state, and local representatives to do an initial damage evaluation to sites damaged.

**Preparedness:** Actions taken in advance of an emergency to develop operational capabilities and facilitate an effective response in the event an emergency occurs. Preparedness measures include continuity of government, emergency communications, emergency operations centers, emergency operations plans, emergency public information materials, public education programs, exercise of plans, mutual aid agreements, stocking of disaster supplies, training of emergency response personnel, and warning systems.

**Presidential Declaration:** A formal declaration by the President that an Emergency or Major Disaster exists based upon the request for such a declaration by the Governor and with the verification of FEMA preliminary damage assessments.

**Private Sector:** Organizations and entities that are not part of any governmental structure. The private sector includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry.

**Protocols:** Sets of established guidelines for actions (which may be designated by individuals, teams, functions, or capabilities) under various specified conditions.

**Political Subdivision:** Any city, city and county, county, district, or other local governmental agency or public agency authorized by law.

**Public Assistance (PA):** A supplementary federal assistance provided under the Stafford Act to state and local jurisdictions, special purpose districts, Native Americans, or eligible private, nonprofit organizations.

**Public Assistance Officer (PAO):** A member of the FEMA Regional Director's staff who is responsible for management of the Public Assistance Program.

**Public Information:** Processes, procedures and systems for communicating timely, accurate and accessible information on the incident's cause, size and current situation; resources committed; and other matters of general interest to the public, responders and additional stakeholders (both directly affected and indirectly affected).

**Public Information Officer (PIO):** A member of the Command Staff (Management Staff at the SEMS EOC Levels) responsible for interfacing with the public and media and/or with other agencies with incident-related information requirements.

**Recovery:** An activity to return vital life support systems to minimum operating standards and long-term activity designed to return life to normal or improved levels, including some form of economic viability. Recovery measures include, but are not limited to: crisis counseling, damage assessment, debris clearance, disaster loans and grants, disaster unemployment assistance, public information, reassessment of emergency plans, reconstruction, temporary housing and business resumption full scale.

**Resource Management:** Efficient emergency management and incident response requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under NIMS includes mutual aid agreements and assistance agreements; the use of special federal, state, tribal and local teams; and resource mobilization protocols.

**Resources:** Personnel and major items of equipment, supplies and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

**Response:** Actions taken immediately before, during, or directly after an emergency occurs, to save lives, minimize damage to property and the environment, and enhance the effectiveness of recovery. Response measures include, but are not limited to, emergency plan activation, emergency alert system activation, emergency instructions to the public, emergency medical assistance, staffing the emergency operations center, public official alerting, reception and care, shelter and evacuation, search and rescue, resource mobilization, and warning systems activation.

**Robert T. Stafford Disaster Relief and Emergency Assistance Act:** (Public Law 93-288, as amended by Public Law 100-707) - The act that authorizes the greatest single source of federal disaster assistance. It authorizes coordination of the activities of federal, state, and volunteer agencies operating under their own authorities in providing disaster assistance, provision of direct federal assistance as necessary, and provision of financial grants to individuals and families. This act is commonly referred to as the Stafford Act.

**Safety Officer:** A member of the Command Staff (Management Staff at the SEMS EOC Levels) responsible for monitoring incident operations and advising the IC on all matters relating to operational safety, including the health and safety of emergency responder personnel. The Safety Officer may have assistants.

**Section:** The organizational level having responsibility for a major functional area of incident or EOC Management, (e.g. Operations, Planning, Logistics, Finance/Administration).

**Situation Report:** Often contains confirmed or verified information regarding the specific details relating to the incident.



**Span of Control:** The number of resources for which a supervisor is responsible, usually expressed as the ratio of supervisors to individuals. (Under NIMS, an appropriate span of control is between 1:3 and 1:7, with optimal being 1:5.)

**Special District:** A unit of local government (other than a city, county, or city and county) with authority or responsibility to own, operate and maintain systems, programs, services, or projects (as defined in California Code of Regulations (CCR) Section 2900(s) for purposes of natural disaster assistance. This may include a joint powers authority established under Section 6500 et. seq. of the Code.

**Standardized Emergency Management System (SEMS):** That consistent set of rules and procedures governing the overall operational control or coordination of emergency operations specified in CCR Title 19, Division 2, §2400 et sec. It identifies at each level of the statewide emergency organization the direction of field forces and the coordination of joint efforts of government and private agencies. The Incident Command System (ICS) is the field level component of SEMS.

**State of Emergency:** A governmental declaration that may suspend some normal functions of government, alert citizens to change their normal behaviors, or order government agencies to implement emergency operations plans.

**Table Top Exercise:** An activity in which officials and key staff or others with emergency responsibilities are gathered together informally to discuss simulated emergency situations. It is designed to elicit constructive discussion by the participants without time constraints. Participants evaluate plans and procedures and resolve questions of coordination and assignment of responsibilities in a non-threatening format under minimum stress.

**Vital Records:** The essential agency records that are needed to meet operational responsibilities under national security emergencies or other emergency or disaster conditions (emergency operating records), or to protect the legal and financial rights of the Government and those affected by Government activities (legal and financial rights records).

**Volunteer:** For purposes of NIMS, a volunteer is any individual accepted to perform services by the lead agency (which has authority to accept volunteer services) when the individual performs services without promise, expectation, or receipt of compensation for services performed. See 16 U.S.C. 742f(c) and 29 CFR 553.101.

**Windshield Survey:** A quick visual overview of the affected disaster area performed within the first 24 hours after the disaster.



ACRONYMS

| ACRONYMS |   |
|----------|---|
| <b>A</b> |   |
| AAR      | After Action Report   |
| AFN      | Access and Functional Needs   |
| ARC      | American Red Cross  |
| ATC      | Air Traffic Control   |
| ATC-20-2 | Applied Technology Council (20-2 refers to the training course for building inspectors) |
|          |   |
| <b>B</b> |   |
| BOS      | Board of Supervisors  |
|          |   |
|          |   |
| <b>C</b> |   |
| Cal-EMA  | California Emergency Management Agency  |
| CAHAN    | California Health Alert Network   |
| CBP      | Customs and Border Protection   |
| CDAAC    | California Disaster Assistance Act  |
| CERT     | Community Emergency Response Team   |
| CGC      | California Government Code  |
| CGS      | California Geological Survey  |
| CISD     | Critical Incident Stress Debriefing   |
| COG      | Continuity of Government  |
| COOP     | Continuity of Operations  |
|          |   |
| <b>D</b> |   |
| DCF      | Disaster Control Function   |
| DHS      | Department of Homeland Security   |
| DMC      | Debris Management Center  |
| DOC      | Department Operations Center  |
| DOP      | Department Operations Plan  |
| DRC      | Disaster Recovery Center  |
| DSW      | Disaster Service Worker   |
|          |   |
| <b>E</b> |   |
| EAP      | Emergency Action Plan   |
| EAS      | Emergency Alert System  |
| EDIS     | Emergency Digital Information System  |
| EMS      | Emergency Medical Services  |
| EMO      | Emergency Management Organization   |
| EOC      | Emergency Operations Center   |
| EOP      | Emergency Operations Plan   |
| ERC      | Emergency Response Coordinator  |

|          |   |
|----------|---|
| ESA      | Emergency Services Act                      |
|          |   |
| <b>F</b> |   |
| FAA      | Federal Aviation Administration             |
| FCO      | Federal Coordinating Officer                |
| FE       | Functional Exercise                         |
| FEMA     | Federal Emergency Management Agency         |
| FMAG     | Fire Management Assistance Grant            |
| FSE      | Full Scale Exercise                         |
|          |   |
| <b>G</b> |   |
| GAR      | Governor's Authorized Representative        |
| GAR      | Governor's Action Request                   |
|          |   |
| <b>H</b> |   |
| HM       | Hazard Mitigation                           |
| HMGP     | Hazard Mitigation Grant Program             |
| HSPD     | Homeland Security Presidential Directive    |
|          |   |
| <b>I</b> |   |
| IAP      | Incident Action Plan                        |
| IC       | Incident Commander                          |
| ICP      | Incident Command Post                       |
| ICS      | Incident Command System                     |
| IDE      | Initial Damage Estimate                     |
| IMT      | Incident Management Team                    |
| IT       | Information Technology                      |
|          |   |
| <b>J</b> |   |
| JFO      | Joint Field Office                          |
| JIC      | Joint Information Center                    |
|          |   |
| <b>L</b> |   |
| LAC      | Local Assistance Center                     |
|          |   |
| <b>M</b> |   |
| MACS     | Multi-Agency Coordination System            |
| MBO      | Management by Objectives                    |
| MCI      | Multi-Casualty Incident                     |
| MHOAC    | Medical Health Operational Area Coordinator |
| MOU      | Memorandum of Understanding                 |
|          |   |
| <b>N</b> |   |
| NAWAS    | National Warning System                     |
| NIMS     | National Incident Management System         |

|          |   |
|----------|---|
| NFIP     | National Flood Insurance Program                |
| NRF      | National Response Framework                     |
| NWS      | National Weather Service                        |
|          |   |
| <b>O</b> |   |
| OA       | Operational Area                                |
| OASIS    | Operational Area Satellite Information System   |
| OEM      | Office of Emergency Management                  |
| OES      | Office of Emergency Services                    |
|          |   |
| <b>P</b> |   |
| PA       | Public Assistance                               |
| PAO      | Public Assistance Officer                       |
| PDA      | Preliminary Damage Assessment                   |
| PDM      | Pre-Disaster Mitigation                         |
| PSAP     | Public Safety Answering Point                   |
| PIO      | Public Information Officer                      |
| PGE      | Pacific Gas and Electric                        |
|          |   |
| <b>R</b> |   |
| RDMHC    | Regional Disaster Medical Health Coordinator    |
| REOC     | Regional Emergency Operations Center            |
| RIMS     | Response Information Management System          |
|          |   |
| <b>S</b> |   |
| SAP      | Safety Assessment Program                       |
| SAT      | Safety Assessment Team                          |
| SCO      | State Coordinating Officer                      |
| SEMS     | Standardized Emergency Management System        |
| SRRCS    | Sacramento Regional Radio Communications System |
| SOP      | Standard Operating Procedure                    |
|          |   |
| <b>T</b> |   |
| TTX      | Table Top Exercise                              |
|          |   |
| <b>U</b> |   |
| USGS     | United States Geological Survey                 |
|          |   |
| <b>V</b> |   |
| VIPS     | Volunteers in Policing Services                 |
|          |   |
|          |   |



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# SUPPORTING DOCUMENTS

## City of Oroville

## Sample Proclamations

### RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY (by City Council)

WHEREAS, Ordinance No. \_\_\_\_\_ of the City of Oroville empowers the City Council to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity; and

WHEREAS, said City Council has been requested by the Director of Emergency Services\* of said city to proclaim the existence of a local emergency therein; and

WHEREAS, said City Council does hereby find:

That conditions of extreme peril to the safety of persons and property have arisen within said city, caused by \_\_\_\_\_;  
*(fire, flood, storm, epidemic, riot, earthquake, drought, energy shortage, or other causes)*

commencing on or about \_\_\_\_\_ m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_); and

That the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said city; and

IT IS HEREBY FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the Director of Emergency Services\* and the emergency organization of this city shall be those prescribed by state law, by ordinances, and resolutions of this city and approved by the City Council on \_\_\_\_\_, 20\_\_.

IT IS FURTHER PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of \_\_\_\_\_, State of California.\*\*

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

CITY COUNCIL

ATTEST: \_\_\_\_\_

City of Oroville

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

\* Use appropriate title, as established by ordinance.

\*\* Section 8630 of the Government Code provides: "... (c) (1) The governing body shall review, at its regularly scheduled meetings until the local emergency is terminated, the need for continuing the local emergency. However, in no event shall a review take place more than 21 days after the previous review. (2) Notwithstanding paragraph (1), if the governing body meets weekly, it shall review the need for continuing the local emergency at least every 14 days, until the local emergency is terminated. (d) The governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant."

**RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY\***  
**(by Director of Emergency Services)\*\***

WHEREAS, Ordinance No. \_\_\_\_\_ of the City of Oroville empowers the Director of Emergency Services\*\* to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, the Director of Emergency Services\*\* of the City of Oroville does hereby find;

That conditions of extreme peril to the safety of persons and property have arisen within said city, caused by \_\_\_\_\_; and \_\_\_\_\_;  
(fire, flood, storm, epidemic, riot, earthquake, drought, energy shortage, or other causes)

That the City Council of the City of Oroville is not in session (and cannot immediately be called into session);

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said city; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this city shall be those prescribed by state law, by ordinances, and resolutions of this city, and by the City of Oroville Emergency Operations Plan, as approved by the City Council on \_\_\_\_\_, 20 \_\_\_\_.

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

By: \_\_\_\_\_  
Director of Emergency Services\*\*  
City of Oroville

\* This form may be used when the director is authorized by ordinance to issue such a proclamation. Section 8630 of the Government Code provides: "...Whenever a local emergency is proclaimed by an official designated by ordinance, the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the governing body ..."

\*\* Use appropriate title, as established by ordinance.

## RESOLUTION CONFIRMING EXISTENCE OF A LOCAL EMERGENCY\*

WHEREAS, Ordinance No. \_\_\_\_\_ of the City of Oroville empowers the Director of Emergency Services\*\* to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session, subject to ratification by the City Council within seven days; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within this \_\_\_\_\_ city, \_\_\_\_\_ caused by \_\_\_\_\_  
*(fire, flood, storm, epidemic, riot, earthquake, drought, energy shortage, or other causes)*

commencing on or about \_\_\_\_\_ .m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at which time the City Council of the City of Oroville was not in session; and

WHEREAS, said City Council does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency; and

WHEREAS, the Director of Emergency Services\*\* of the City of Oroville did proclaim the existence of a local emergency within said city on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Oroville, State of California.\*\*\*

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

CITY COUNCIL

ATTEST: \_\_\_\_\_

City of Oroville

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

\* This form may be used by a City Council to ratify the proclamation of existence of a local emergency, issued by the Director of Emergency Services.

\*\* Use appropriate title, as established by ordinance.

\*\*\* Section 8630 of the Government Code provides: "...(c) (1) The governing body shall review, at its regularly scheduled meetings until the local emergency is terminated, the need for continuing the local emergency. However, in no event shall a review take place more than 21 days after the previous review. (2) Notwithstanding paragraph (1), if the governing body meets weekly, it shall review the need for continuing the local emergency at least every 14 days, until the local emergency is terminated. (d) The governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant."



**RESOLUTION REQUESTING GOVERNOR TO  
PROCLAIM A STATE OF EMERGENCY**

WHEREAS, on \_\_\_\_\_, 20\_\_\_\_, the City Council of the City of Oroville found that due to

\_\_\_\_\_;  
*(fire, flood, storm, epidemic, riot, earthquake, drought, energy shortage, or other causes)*  
a condition of extreme peril to life and property did exist within said city; and

WHEREAS, in accordance with state law the City Council proclaimed an emergency did exist throughout said City; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Governor of California with the request that he proclaim the City of Oroville to be in a state of emergency; and

IT IS FURTHER ORDERED that a copy of this resolution be forwarded to the Secretary of the California Emergency Management Agency (CalOES); and

IT IS FURTHER RESOLVED that \_\_\_\_\_,  
(Title) \_\_\_\_\_, is thereby designated as the authorized representative for public assistance and \_\_\_\_\_,  
(Title) \_\_\_\_\_, is hereby designated as the authorized representative for individual assistance of the City of Oroville for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

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

CITY COUNCIL

ATTEST: \_\_\_\_\_

City of Oroville

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

**LOCAL RESOLUTION REQUESTING SECRETARY, CALIFORNIA EMERGENCY MANAGEMENT AGENCY' (CalOES) CONCURRENCE IN LOCAL EMERGENCIES\***

WHEREAS, on \_\_\_\_\_, 20\_\_\_\_, the City Council of the City of Oroville found that due to \_\_\_\_\_;  
*(fire, flood, storm, epidemic, riot, earthquake, drought, energy shortage, or other causes)*  
a condition of extreme peril to life and property did exist within said city; and

WHEREAS, in accordance with state law the City Council now proclaims an emergency does exist throughout said City;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Secretary of the California Emergency Management Agency (CalOES) with a request that he find it acceptable in accordance with provisions of the California Disaster Assistance Act; and

IT IS FURTHER RESOLVED that \_\_\_\_\_,  
(Title) \_\_\_\_\_, is hereby designated as the authorized representative of the City of Oroville for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state assistance.

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

CITY COUNCIL

ATTEST: \_\_\_\_\_

City of Oroville

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

\* Proclamation of local emergency must be made within 10 days of the disaster occurrence in order to qualify for assistance under the California Disaster Assistance Act.

Note: Attach list of damaged Public Facilities showing location and estimated cost of repairs.

## RESOLUTION PROCLAIMING TERMINATION OF LOCAL EMERGENCY

WHEREAS, a local emergency existed in the City of Oroville in accordance with the resolution thereof by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or Director of Emergency Services\* on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and its ratification by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as a result of conditions of extreme peril to the safety of persons and property caused by \_\_\_\_\_ ;  
and

*(fire, flood, storm, epidemic, riot, earthquake, drought, energy shortage, or other causes)*

WHEREAS, the situation resulting from said conditions of extreme peril is now deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within said City of \_\_\_\_\_;

NOW, THEREFORE, the City Council of the City of Oroville, State of California, does hereby proclaim the termination of said local emergency.

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

CITY COUNCIL

ATTEST: \_\_\_\_\_

City of Oroville

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

\* Use appropriate title, as established by ordinance.

## City of Oroville Municipal Code

To view the language contained in Chapter 8 – Disasters and Emergencies of the City of Oroville Municipal Code, go to their website at <http://63.195.12.146/citycode/index.html>.

## Sample Press Statement

### TEMPLATE PRESS STATEMENT

**CONTACT:** (Name of contact)

**PHONE:** (Number of contact)

**Date of release:** (Date)

**FOR IMMEDIATE RELEASE**

Two to three sentences describing what happened and expressing empathy on the situation.

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---

Two to three sentences describing what is currently happening in response to the incident.

---

---

---

---

---

---

Two to three sentences listing protective actions for community and actions that will be taken in the future.

---

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---

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---

Contact information, ways to get more information and other resources.

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# FUNCTIONAL ANNEXES

City of Oroville

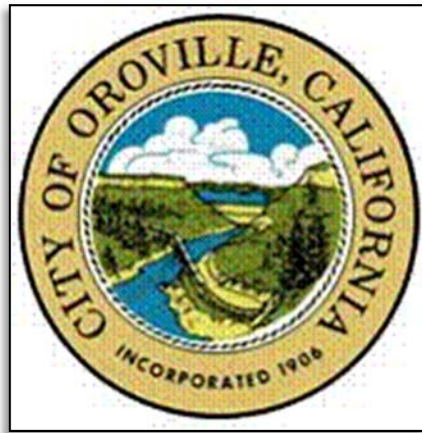


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# HAZARD/THREAT APPENDICES

## City of Oroville





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# Direction and Control **Annex A**

City of Oroville

**Table of Contents**

INTRODUCTION ..... 4

CITY OF OROVILLE EMERGENCY MANAGEMENT ORGANIZATION ..... 4

    City of Oroville SEMS Organization ..... 4

CONCEPT OF OPERATIONS ..... 6

    EOC Purpose ..... 6

    EOC Facility Location - Primary ..... 6

    EOC Facility Map ..... 7

    EOC Activation Policy ..... 7

    EOC Activation Responsibility ..... 7

    EOC Staffing ..... 9

    EOC Reporting ..... 10

    EOC Reporting Systems ..... 11

    EOC Briefings ..... 11

    EOC Deactivation ..... 12

EOC ACTION PLANNING ..... 13

    Introduction ..... 13

    Planning Requirements ..... 13

    Plan Elements ..... 13

    Planning Responsibilities ..... 14

    Planning Process ..... 15

    Planning Considerations ..... 16

    Planning Cycle ..... 16

    Documentation and Distribution ..... 16

CITY EOC ROLES AND RESPONSIBILITIES ..... 17

    Management Section ..... 17

        Management Staff ..... 17

**Emergency Operations Center (EOC) Director** ..... 17

        Public Information Officer (PIO) ..... 17

        Legal Affairs Officer ..... 17

        Liaison Officer ..... 17

        Safety & Security Officers ..... 17

    Operations Section ..... 18

    Planning/Intelligence Section ..... 18

    Logistics Section ..... 19

    Finance/Administration Section ..... 19

ANNEX MAINTENANCE ..... 19

EOC POSITION CHECKLISTS ..... 20

**List of Figures**

Figure 1 – City of Oroville EOC Organization..... 5  
Figure 2 - SEMS EOC Activation Requirements ..... 8  
Figure 3 - Planning Process Schedule ..... 15  
Figure 4 - Planning Considerations..... 16

## INTRODUCTION

The City of Oroville has a municipal code Chapter 8.08 – Disasters and Emergencies that establishes an emergency organization and local disaster council. The municipal code provides for the development of an emergency plan, establishing responsibilities for emergency management operations and specifying the officials authorized to proclaim a local emergency. When there is an immediate threat or actual emergency, The City of Oroville will implement emergency plans and take actions to mitigate or reduce the emergency threat. Actions may include deploying field-level emergency response personnel and activating the Emergency Operations Center and issuing orders to protect the public. All accessible and applicable local, state and federal resources will be committed to protect lives, property and the environment. This annex is dedicated to the overall Direction and Control of the emergency or disaster as it pertains to the Emergency Operations Center (EOC).

## CITY OF OROVILLE EMERGENCY MANAGEMENT ORGANIZATION

### City of Oroville SEMS Organization

The City of Oroville operates an EOC staffed by personnel from city departments and allied agencies. The EOC team is organized around the five functions (Management, Operations, Planning/Intelligence, Logistics, Finance/Administration) of the Standardized Emergency Management System (SEMS). City personnel staff the positions to ensure coordination. Please see *Figure 1 – City of Oroville EOC SEMS Organizational Chart*.

Consistent with SEMS, the City EOC organizational structure develops in a modular fashion, based upon the type and size of the incident:

- The EOC staff builds from the top down.
- As the need arises, five separate sections can be activated, each with several sub-units that may be established as needed.
- The specific organizational structure established for any given incident will be based on the management and resource needs of the incident and is detailed in *Figure 1 – City of Oroville EOC SEMS Organizational Chart*.

City of Oroville EOC SEMS Organization

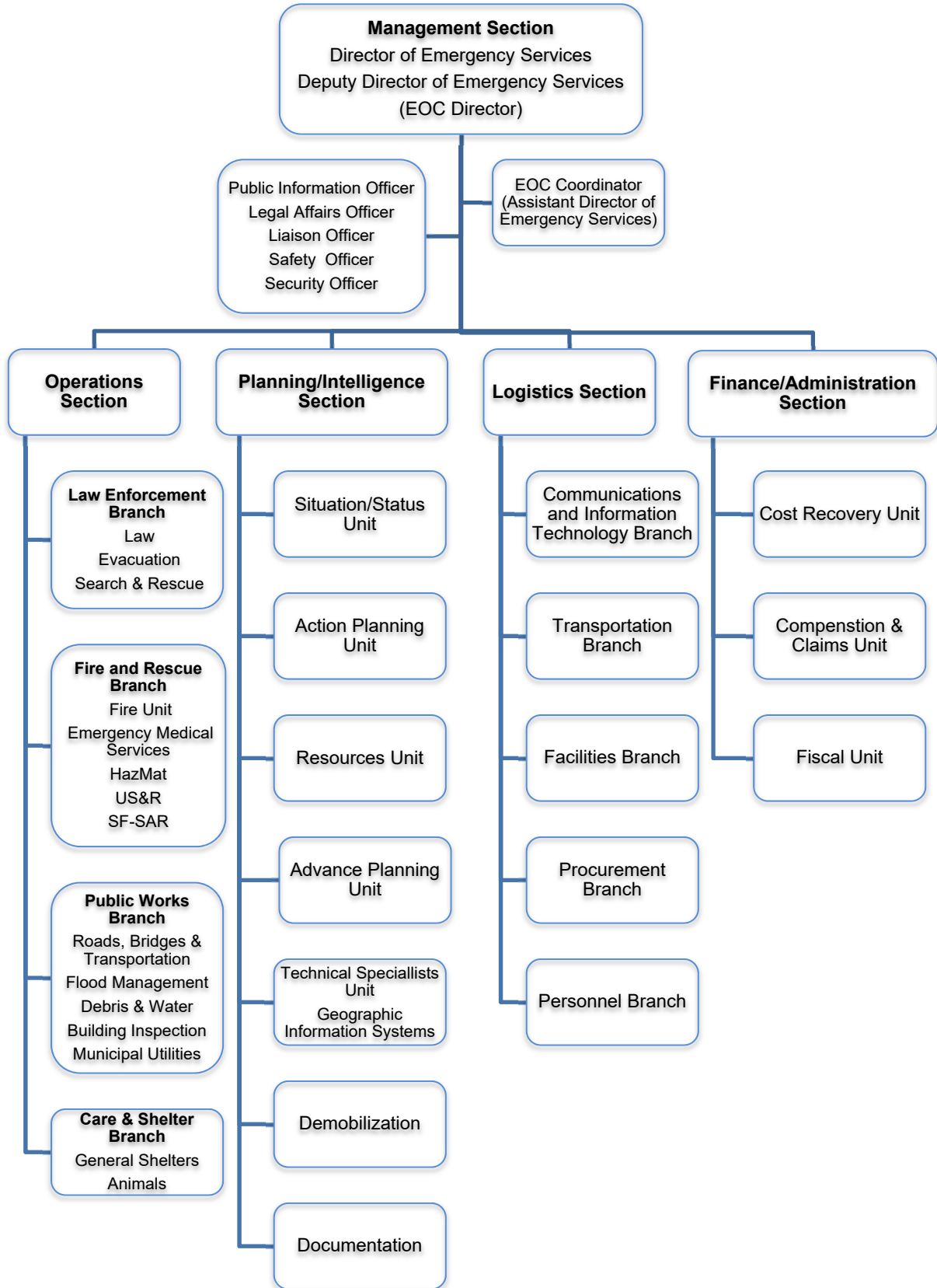


Figure 1 – City of Oroville EOC Organization

## CONCEPT OF OPERATIONS

During a disaster or emergency, the City of Oroville Emergency Operations Center (EOC) will support field response operations within the city. The EOC will operate using the **Standardized Emergency Management System (SEMS)** functions, principles, and components. It will implement the action planning process, identifying and implementing specific objectives for each operational period.

### EOC Purpose

Within the City of Oroville, the various departments and agencies throughout the city are responsible for conducting normal day-to-day operations. When a major emergency or disaster strikes, the EOC is the location from which centralized emergency management will be performed. The EOC facilitates a coordinated response by all the departments and agencies that are assigned emergency management responsibilities. The level of EOC staffing will vary with the specific emergency situation. Departments with critical response functions may activate their own Department Operation Centers (DOC) which act as conduits of information between field operations and the EOC. The DOC is the location from which individual departments coordinate and control their own resources and response actions specific to that department.

The EOC provides a central location of authority and information, and allows for face-to-face coordination among personnel who must make emergency decisions. The following functions are performed in the City of Oroville EOC:

- Managing and coordinating emergency operations.
- Receiving and disseminating warning information.
- Developing emergency policies and procedures.
- Collecting intelligence from and disseminating information to, the various EOC representatives, from the city departments, county, state, and federal agencies.
- Preparing intelligence/information summaries, situation reports, operational reports, and other reports as required.
- Maintaining general and specific maps, information display boards, and other data pertaining to emergency operations.
- Continuing analysis and evaluation of all data pertaining to emergency operations.
- Controlling and coordinating, within established policy, the operational and logistical support of departmental resources committed to the emergency and requesting resources from outside of the city.
- Maintaining contact and coordination with support DOCs, other local government EOCs, and the Butte Operational Area Emergency Operations Center (OA/EOC).
- Providing emergency information and instructions to the public, making official releases to the news media and scheduling of press conferences as necessary.

### EOC Facility Location - Primary

#### Public Safety Department - Police and Fire

2055 Lincoln Street  
Oroville, Ca 95965

The Primary EOC offers the following facilities for use during major emergencies:

- Dedicated operating space
- Radio communications capabilities
- Office support facilities
- Dedicated task work areas
- Auxiliary power generator capability
- Adequate parking for personnel
- Adequate restroom/kitchen facilities

The alternate City of Oroville Emergency Operations Center (EOC) will be located at the Butte County Emergency Operations Center.

### **EOC Facility Map**

Map is currently in development.

### **EOC Activation Policy**

The City of Oroville has adopted the criteria (developed by CalOES) that identify the events/situations which may require EOC activation. This criterion is shown in *Figure 2 – SEMS EOC Activation Requirements*.

### **EOC Activation Responsibility**

The Director of Emergency Services administers and directs the city Emergency Management Organization. During an emergency when the EOC is activated or there is the potential for activation, the Director of Emergency Services manages and directs all aspects of the city's response and recovery operations. Oroville Public Safety Department will be responsible for facilitating the overall physical set-up, functionality and close-out of the EOC.



SEMS EOC ACTIVATION REQUIREMENTS

| Shaded areas = not applicable to SEMS levels<br><br>Situation identified in SEMS Regulations      | SEMS LEVELS |                  |                  |               |              |
|---|-------------|------------------|------------------|---------------|--------------|
|   | Field Level | Local Government | Operational Area | Region        | State        |
| Emergency involving two or more emergency response agencies §2407(a)(1)                           | Use ICS     |                  |                  |               |              |
| Local Emergency Proclaimed* §2407(a)(2)   | Use ICS     | Use SEMS         |                  |               |              |
| Local Government EOC Activated §2407(a)(1)  | Use ICS     | Use SEMS         |                  |               |              |
| Local Government activates EOC and requests Operational Area EOC activation §2407(a)(1)           | Use ICS     | Use SEMS         | Activate OA EOC  | Activate REOC | Activate SOC |
| Two or more cities within an Operational Area proclaim a local emergency §2409 (f)(2)             | Use ICS     | Use SEMS         | Activate OA EOC  | Activate REOC | Activate SOC |
| County and one or more cities proclaim a local emergency §2409 (f)(3)                             | Use ICS     | Use SEMS         | Activate OA EOC  | Activate REOC | Activate SOC |
| City, city and county, or county requests Governor's State of Emergency proclamation §2409 (f)(4) | Use ICS     | Use SEMS         | Activate OA EOC  | Activate REOC | Activate SOC |
| Governor proclaims a State of Emergency for county or two or more cities §2409 (f)(5)             | Use ICS     | Use SEMS         | Activate OA EOC  | Activate REOC | Activate SOC |
| Operational Area requests resources from outside it boundaries**§2409 (f)(6)                      | Use ICS     | Use SEMS         | Activate OA EOC  | Activate REOC | Activate SOC |
| Operational Area receives resource requests from outside it boundaries**§2409 (f)(7)              | Use ICS     | Use SEMS         | Activate OA EOC  | Activate REOC | Activate SOC |
| An Operational Area EOC is activated §2411 (a)  | Use ICS     | Use SEMS         | Activate OA EOC  | Activate REOC | Activate SOC |
| A Regional EOC is activated §2413 (a)(1)  | Use ICS     | Use SEMS         | Activate OA EOC  | Activate REOC | Activate SOC |
| Governor proclaims a State of Emergency §2413 (a)(2)  | Use ICS     | Use SEMS         | Activate OA EOC  | Activate REOC | Activate SOC |
| Governor proclaims and earthquake or volcanic prediction §2413 (a)(3)                             | Use ICS     | Use SEMS         | Activate OA EOC  | Activate REOC | Activate SOC |

This matrix highlights the flow of SEMS activation requirements. Activation of an Operational Area EOC triggers activation of the Regional EOC which, in turn, triggers activation of the State level EOC.

\* The EOC is usually activated, but in some circumstances, such as agricultural emergencies or drought, a local emergency may be proclaimed without the need for EOC activation.

\*\* Does not apply for requests for resources used in normal day-to-day operations which are obtained through existing mutual aid agreements providing for the exchange or furnishing of certain types of facilities and services as provided for under the California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA).

§ Indicates sections in the California Code of Regulations (CCR) Title 19, Division 2, Chapter 1 (SEMS)

Figure 2 - SEMS EOC Activation Requirements

If EOC activation is warranted, the first EOC staff member to arrive begins set-up procedures. The Director of Emergency Services or designee (Orville Public Safety Department) makes all decisions regarding the level and scope of EOC operations. The scope and nature of the emergency, current conditions, and potential concerns dictate the level of EOC operations and staffing requirements.

## Security and Access Control

Upon activation, only authorized personnel are permitted in the EOC. Access shall be granted to all personnel identified as EOC staff or city officials, and those persons having legitimate business in the EOC. Authorized EOC staff and visitors shall be issued identification for EOC access. The identification shall distinguish the bearer as a member of the EOC team or as a visitor.

## EOC Staffing

The City of Oroville Emergency Operations Plan (EOP) will be activated when an emergency occurs or threatens to exceed capabilities to adequately respond to and mitigate an incident(s). The scope of an emergency, rather than the type, will largely determine whether the EOP and EOC will be activated, and to what level.

For planning purposes, the California Emergency Management Agency (Cal OES) has established three "levels" of response to emergencies. The City of Oroville also employs this system to guide local response to emergencies. Emergency Response includes the following three levels:

**Level One EOC Activation:** Level One is a minimum activation. This level may be used for situations which initially only require a few people, e.g., a short term earthquake prediction at condition level one or level two; alerts of storms, tsunamis; or monitoring of a low risk planned event. At a minimum, Level One staffing consists of the EOC Director. Section Coordinators and a situation assessment activity in the Planning and Intelligence Section may be included in this level. Other members of the organization could also be part of this level of activation e.g., the Communications Unit, from the Logistics Section, or an Information Officer.

**Level Two EOC Activation:** Level Two activation is normally achieved as an increase from Level One or a decrease from Level Three. This activation level is used for emergencies or planned events that would require more than a minimum staff but would not call for a full activation of all organization elements, or less than full staffing. One person may fulfill more than one SEMS function. The EOC Director, in conjunction with the General Staff, will determine the required level of continued activation under Level Two, and demobilize functions or add additional staff to functions as necessary based upon event considerations. Representatives to the EOC from other agencies or jurisdictions may be required under Level Two to support functional area activations.

**Level Three EOC Activation:** Level Three activation involves a complete and full activation with all organizational elements at full staffing. Level Three would normally be the initial activation during any major emergency. The numbering sequence of EOC staffing progression is established in the SEMS guidelines and is opposite of the NIMS numbering sequence. Given that the SEMS guideline has been in place since the inception of SEMS, this plan recommends continuing the sequence as established in the SEMS guidance documents.

## Communications

Communications within the EOC are accomplished using the most expedient and appropriate means possible (usually in person). Each EOC position has a telephone available for communicating directly with EOC staff members, outside agencies, or field forces. Radios may also be used for direct communications with field forces or outside agencies. Key decision-makers and certain EOC staff will be issued portable radios. Regardless of the medium used, all significant communications shall be recorded on the EOC unit/activity log.

### **EOC Reporting**

Information may be sent to city departments, EOC personnel, the and other key agencies using radio, telephone, email, internet or fax. Regardless of the method of communication, all data should be verified prior to transmission. If unverified data must be transmitted, it should be clearly designated as unconfirmed information. The Oroville EOC should transmit the following reports with DOCs, other EOCs and the OA EOC.

### **Preliminary Reports**

Preliminary Reports are used during the first two hours of an emergency to:

- Provide an initial picture of the scope and magnitude of the situation.

### **Situations Reports**

Situation Reports are brief narratives that present a concise picture of the emergency situation and are prepared for specific time periods.

- At the beginning of an emergency response, the EOC Management and Planning staff will determine appropriate times for submitting data and issuing Situation Reports.
- The Situation Report is intended for use after the first two hours of an emergency and can be updated as requested or needed.
- The Situation Reports contain the information presented on the Situation Report form located in *Supporting Documents section of the Basic Plan*. The information may be transmitted via the Internet or fax.

### **Flash Reports**

Flash Reports are used for transmitting critical, time-sensitive information outside regularly scheduled Preliminary Reports or Situation Reports. For example, a Flash Report would be used to report an impending dam failure or a receipt of a Federal Declaration of a major disaster.

- Oral Flash Reports may precede written reports. The written report later serves as confirmation and documentation.

### **Documentation**

Unit/activity logs are used to record significant events, communications and actions associated with an emergency for a given operational period (shift). Each EOC staff position is responsible for maintaining a unit/activity log.

All copies of reports, SEMS forms, and logs must be submitted to the Planning/Intelligence Section, Documentation Unit, prior to the close of each operational period (or prior to EOC deactivation if operations do not require multiple shifts).

### **Status Boards**

Status Boards are erasable boards located around the EOC. The Status Boards provide decision-makers and EOC staff with essential information such as road closures, shelter location information, river gauge levels etc., at a glance.

## **EOC Reporting Systems**

There are a number of systems available to communicate information during an EOC activation. In addition, the Operational Area EOC has provided the Oroville EOC a radio to use for EOC to EOC communication.

## **EOC Briefings**

The purpose of EOC briefings is to familiarize or update EOC staff on the current emergency situation. Briefings provide an opportunity for the Section Chiefs, the Emergency Operations Center (EOC) Director and all EOC staff to exchange information on the incident, create and evaluate an Action Plan, and make any revisions deemed necessary to the response strategy and/or priorities. Regular briefings provide a forum away from the high level of activity in the EOC for ensuring that each of the five essential SEMS functions are coordinated (Management, Operations, Planning, Logistics and Finance) and that the EOC staff have the same information from which to base individual and collective actions and decisions.

## **Management and General Staff**

The Management and General Staff conduct regular briefings to receive updated information, evaluate the effectiveness of the response strategy, identify and solve problems, and revise objectives, response strategy and priorities as necessary. These briefings do not replace the Action Planning Sessions, which are required for each operational period. The General Staff briefings should be conducted outside the activity of the EOC. Each Section Chief will appoint someone in the section to assume his/her role in the EOC for the duration of the briefing.

During the briefing, the EOC Director asks each Section Chief for a thorough, but concise status report. Only information relevant to the entire EOC should be discussed in the group briefing. Function-specific issues and questions should be discussed one-on-one between the EOC Director and the involved Section Chief.

At the conclusion of each briefing, the time for the next General Staff briefing is set. Section Chiefs leave each General Staff briefing with a clear understanding of the objectives to be accomplished and the specific information to be collected before the next briefing.

## **Section Briefings**

Following each Management and General Staff briefing, Section Chiefs provide their respective Section staff with a briefing. Overall situation status and response objectives, strategy and priorities should be reviewed. Each Section member must have a clear understanding of the activities they are expected to perform, including any coordination requirements with other EOC staff or external agencies.

## **Incoming Briefing**

Upon arrival at the EOC, Section Chiefs are briefed by the EOC Director to obtain an overall perspective on the current situation. Section Chiefs provide a similar briefing to the personnel assigned to their respective Sections. Incoming briefings include:

- Current situation assessment
- Summary of the significant actions taken or in process
- Initial incident objectives and priorities
- Any limitations on available communications or personnel/equipment resources
- Any directives on specific actions to be taken

In addition to the above information, Section Chiefs review the following information with assigned staff:

- Responsibilities of the assigned function
- Any specific actions to be taken
- Appropriate flow/sharing of information within and between Sections
- Work shifts
- Eating and sleeping arrangements, if necessary
- Time of next briefing

### **Update Briefings**

Throughout EOC activation, General Staff and individual Section briefings are conducted on a regular, predetermined basis, and whenever a major change in incident status has occurred. Update briefings should include a review of the following information:

- Current situation assessment
- Current and potential problems
- Actions being taken, including staff assigned
- Weather forecast, if applicable
- Time for next scheduled briefing

### **Shift Change Briefing**

Shift change briefings are a component of the EOC Action Planning Process. At these briefings the current Action Plan is “handed off” and a briefing on assignments for the operational period which is about to begin, is presented. Facilitated by the Planning/Intelligence Section Chief, this briefing is approved by the EOC Director and attended by the General staff as appropriate. Shift change briefings should include the following:

- Current situation assessment
- Current and potential problems
- Review of the Action Plan
- Weather forecast, if applicable
- Time for next scheduled briefing

### **Deactivation Briefing**

Immediately following deactivation of the EOC, the EOC Director, with all EOC staff, conducts a deactivation briefing. The purpose of this briefing is to advise all EOC staff of the specific contacts and/or referrals to be made for any incident-related questions or concerns that may arise.

### **EOC Deactivation**

Once the critical aspects of an emergency or disaster have been secured, EOC operations may begin to scale down as conditions warrant. The purpose of this procedure is to outline the process to be followed whenever it is determined that the EOC can be deactivated. The EOC Director, with input from the Section Chiefs, may decide to deactivate the EOC.

### **Deactivation Triggers**

Once the emergency response phase has been terminated and system operations are stabilized, the EOC Director may determine that the EOC can be deactivated. Triggers for determining deactivation may include:

- The emergency response phase has been terminated and recovery operations are underway.
- No further city, OA, state, media or public information dissemination is needed.

## Procedure for Deactivation

The EOC Director will:

- Establish the time period for deactivation
- Advise EOC staff of the actions to be taken, including time
- Identify EOC staff to be on-call if stand down is implemented
- Direct the liaison or other EOC staff to make notifications

## Deactivation Notifications

All internal and external individuals, groups and agencies that were notified of activation will be notified of stand down and/or deactivation. At a minimum, all department managers, elected officials, neighboring jurisdictions, responding agencies will be notified. The person making the notifications, documents the date, time, name and contact method for all persons/organizations notified. Notifications will include:

- Date and time of stand down period or deactivation
- A 24-hour contact number for further information

## EOC ACTION PLANNING

### Introduction

The use of Action Plans in the City of Oroville EOC provides a clear and measurable process for identifying objectives and priorities for a given event. Action Planning is an important management tool that involves:

- Process for identifying priorities and objectives for emergency response or recovery efforts.
- Plans which document the priorities and objectives, and the tasks and personnel assignments associated with meeting the objectives.

The Action Planning process should involve the EOC Director and Section Chiefs (one from each Section), along with other EOC staff, as needed, such as special districts, and other agency representatives.

### Planning Requirements

The initial EOC Action Plan may be a verbal plan that is developed during the first hour or two following EOC activation. A verbal plan may also be utilized for incidents involving a limited scope, short duration (less than 12 hours) and a limited number of response personnel. An EOC Action Plan shall be developed whenever the EOC is activated, either partially or fully. A written EOC Action Plan is required whenever:

- Two or more agencies are involved in the response
- The incident overlaps more than one operational period
- All EOC functions are fully staffed

The EOC Action Plan addresses a specific operational period. The plan should be regularly reviewed and evaluated throughout the operational period and revised or updated as warranted.

### Plan Elements

The elements to be included in the EOC Action Plan are also indicated on the Action Plan form located in the *Supporting Documents section of the Basic Plan* and include:

- Operational period covered by the plan
- Identify parts of EOC organization that have been activated on an organization chart
- Assignment of primary and support personnel and material resources to specific tasks and locations
- Describe any logistical or technical support to be provided and by whom
- State the objectives (attainable, measurable and flexible) to be accomplished
- Establish the current priorities to meet the objectives
- Describe the strategy to be utilized to achieve the objectives

In addition to the required elements listed above, the Action Plan may also include:

- Specific departmental mission assignments
- Policy and/or cost constraints
- Any inter-agency considerations

### **Planning Responsibilities**

Primary responsibility for developing the EOC Action Plan rests with the Planning/Intelligence Section. However, development of the plan requires the active participation of the EOC Director and the General Staff. The Operations Section, in particular, must work closely with the Planning/Intelligence Section during Action Plan development. When indicated, the Planning/Intelligence Section Chief will request specific technical experts to provide input to the plan. The EOC Director is responsible for approving the plan.

For incidents requiring close coordination with external agencies, (e.g., local OES, State field response agencies, special districts, etc.), input from the involved agencies should also be included in the Action Planning process.

Specific EOC staff responsibilities associated with the Action Plan includes the following:

### **Management and General Staff**

- Provide general incident objectives and strategy
- Provide direction and overall management
- Ensure incident safety
- Approve the completed Action Plan

### **Operations Section Chief**

- Determine the tactics necessary to achieve objectives
- Determine associated resource requirements
- Communicate Action Plan to EOC staff and Incident Commanders, as appropriate
- Conduct Operations Shift Briefing

### **Planning/Intelligence Section Chief**

- Conduct the Action-Planning meeting
- Establish planning timelines
- Coordinate preparation of the Action Plan
- Manage planning process

### **Logistics Section Chief**

- Establish/confirm procedure for off-incident resource ordering

- Ensure that resource ordering process is in place
- Ensure that Logistics Section can support the Action Plan

**Finance Section Chief**

- Provide cost assessment of incident objectives
- Ensure that adequate finance approvals are in place for implementation of the Action Plan

**Planning Process**

The Planning/Intelligence Section staff will maintain the EOC Major Incident Status Board and will develop short-and long-term planning scenarios based upon the situation and its impacts on facilities and operations, as reported. Utilizing these planning scenarios, the Planning/Intelligence Section Chief will conduct an Action Planning meeting with the EOC Director, General Staff and appropriate technical experts. The Operations Section Chief will immediately report any significant changes in information verbally to the Planning/Intelligence Section Chief.

| PLANNING/INTELLIGENCE SECTION PLANNING PROCESS SCHEDULE |  |
|---|--|
| Time  | Event  |
| 0700 – 0800   | Shift Change.  |
| 0800 – 0900   | Prepare for Planning Meeting. Purpose: To review accomplishments, identify new issues, identify resource needs, and determine assignments for next operational period. |
| 0900 – 1000   | Planning Meetings (with Management and General Staff, Resources Status Unit Leader, Supply Unit Leader, Communications Unit Leader, and Technical Specialists).        |
| 1000 – 1400   | Prepare EOC Action Plan.   |
| 1400 – 1600   | Finalize EOC Action Plan.  |
| 1600  | Complete EOC Action Plan.  |
| 1600 – 1700   | Prepare for Operations Briefing. Purpose: To review EOC Action Plan for next operational period.   |
| 1700 – 1800   | Operations briefing (Management, General Staff, and identified Operations staff and Technical Specialists).  |
| 1800 – 1900   | Finalize Reports (including Situation Status Report for the Operational Area EOC).   |
| 1900 – 2000   | Shift Change.  |
| 2000 – 2100   | Prepare for Planning Meeting. Purpose: To review accomplishments, identify new issues, identify resource needs, and determine assignments for next operational period. |
| 2100 – 2200   | Planning Meetings (with Management and General Staff, Resources Status Unit Leader, Supply Unit Leader, Communications Unit Leader, and Technical Specialists).        |
| 2200 – 0200   | Prepare EOC Action Plan.   |
| 0200 – 0400   | Finalize EOC Action Plan.  |
| 0400  | Complete EOC Action Plan.  |
| 0400 – 0500   | Prepare for Operations Briefing. Purpose: To review EOC Action Plan for next operational period.   |
| 0500 – 0600   | Operations briefing (Management, General Staff, and identified Operations staff and Technical Specialists).  |
| 0600 – 0700   | Finalize Reports (including Situation Status Report for the Operational Area EOC).   |

Figure 3 - Planning Process Schedule



### Planning Considerations

In developing the Action Plan, a number of issues should be considered, as outlined in the table below. Applicable issues should be addressed in each iteration of the Action Plan.

| ISSUE                     | CONSIDERATIONS   | RESPONSIBILITY                             |
|---------------------------|--|--|
| Inter-Agency Coordination | <ul style="list-style-type: none"> <li>• Use of resources</li> <li>• Contact information and frequency</li> <li>• Communications methods</li> </ul>  | Liaison                                    |
| Public Information        | <ul style="list-style-type: none"> <li>• Constraints on information to be disseminated</li> <li>• Special instructions</li> <li>• Target areas/audiences</li> </ul>                              | Public Information Officer<br>EOC Director |
| Safety                    | <ul style="list-style-type: none"> <li>• Special precautions to be taken</li> <li>• Personal protective gear required</li> </ul>   | Safety Officer                             |
| Technical Resources       | <ul style="list-style-type: none"> <li>• System maps and schematics</li> <li>• Technical expert input</li> </ul>   | Planning/Intelligence Section Chief        |
| Operations                | <ul style="list-style-type: none"> <li>• Special skills required</li> <li>• Mutual aid needs</li> <li>• Staging Area needs</li> <li>• Progress in resolving major incident objectives</li> </ul> | Operations Section Chief                   |
| Policy                    | <ul style="list-style-type: none"> <li>• Legal/political issues</li> <li>• Fiscal constraints</li> </ul>   | EOC Director                               |
| Special Needs             | <ul style="list-style-type: none"> <li>• Contingency Plans</li> </ul>  | Planning/Intelligence Section Chief        |
| Special Resources         | <ul style="list-style-type: none"> <li>• Availability of special supplies and equipment</li> <li>• Transportation support</li> </ul>   | Logistics Section Chief                    |

Figure 4 - Planning Considerations

### Planning Cycle

The Planning Chief, with input from the EOC Director and the Operations Section Chief, establishes the schedule and cycle for action planning. Initially, meetings may be conducted every few hours or several times each day. Over time, meetings may be held twice each day, and then daily. The following graphic describes the planning cycle process for development of the Action Plan.

### Documentation and Distribution

Written EOC Action Plans will be documented on the Action Planning form. The Planning/Intelligence Section Situation Status function is responsible for:

- Posting a copy of the current Action Plan in the EOC.
- Maintaining a copy of each Action Plan as part of the permanent incident record.
- Distributing copies of the current Action Plan to all involved agencies and other personnel as directed by the Planning/Intelligence Section Chief.

The Operations Section Chief will ensure that the current EOC Action Plan is distributed to all Operations Section personnel.

## CITY EOC ROLES AND RESPONSIBILITIES

### Management Section

The Director of Emergency Services leads the Management Section and is responsible for the overall management of EOC operations to address the impacts of an emergency directly upon the city and assessing conditions outside the city, which have the potential for affecting local resources. Additionally, the Director of Emergency Services is responsible for directing the creation of an EOC Action Plan and the overall strategic direction of response, including appropriate mutual aid liaison activities.

### Management Staff

Assisting the Director of Emergency Services is the Management Staff. The Management Staff is responsible for providing direct administrative and executive-level support to the Director, as well as for providing additional emergency support functions within selected areas of responsibility. When fully activated the EOC Management Staff includes the following:

#### Emergency Operations Center (EOC) Director

The EOC Manager is responsible for disaster operations and will remain at the EOC to observe and direct all operations during the emergency. The EOC Director will ensure the safety of staff and others within the EOC during its operation/activation. **The City Fire Chief is responsible for staffing this position.** The Assistant City Administrator shall serve as an alternate for this position.

#### Public Information Officer (PIO)

The PIO is directly responsible for managing Emergency Public Information activities within the EOC and in support of all city Emergency Public Information operations. The PIO may be assisted by additional staff who will conduct assorted Emergency Public Information tasks and duties (Rumor Control and activation of the Oroville Public Information Center) within the EOC or a Joint Information Center (JIC) if established, or at a field incident command post. **The responsible city department staffing this position is the City Manager's Office/Public Information Officer and other PIOs in various city departments.**

#### Legal Affairs Officer

The Legal Affairs Officer is responsible for providing legal advice and guidance to the Director and the Council on all emergency management issues and concerns. **The responsible city department staffing this position is the City Attorney.**

#### Liaison Officer

The Liaison Officer functions as the primary point of contact for all allied agencies and jurisdictional representatives not directly assigned to the City EOC. All agency and jurisdictional representatives will coordinate with the Liaison Officer, as needed. **The responsible individuals/agencies staffing this position are designated by the EOC Director based on the incident.**

#### Safety & Security Officers

The Safety & Security Officers are responsible for ensuring that the EOC is secure when activated, that hazards are identified and mitigated, and that the EOC environment is suitable for conducting operations in a safe and healthful manner. **The responsible city departments staffing these positions are the Police Department for security and the Fire Department for safety.**

## Operations Section

The Operations Section, an element of the EOC General Staff is responsible for coordinating the deployment of response resources in support of field operations. Such coordination activities will normally include:

- Manage operational elements of approved EOC Action Plan (EAP).
- Support Department Operations Centers (DOC) and field incident commands (if DOCs not activated) and associated response activities.
- Coordinate and liaise with DOCs for reporting status information to the EOC for action planning and situation reporting purposes.
- Liaise with designated Mutual Aid Coordinators.
- Coordinate incident response assets (in accordance with the approved Action Plan) regardless of agency affiliation or type of asset (e.g., law enforcement, fire suppression, medical, etc.).
- Assess the emergency within the city or in nearby jurisdictions that affect local government's response organizations.

This section is composed of several functional groups, each with its own functional coordinator. Some or all of the functions may be involved in an incident response. **An Operations Section Chief will be identified between fire, law enforcement, public works or other staff as designated by the EOC Director.**

The Operations Section Chief will activate those functions deemed appropriate. When fully activated, the Operations Section could be comprised of the following branches, with each position being staffed with city or allied-agency personnel.

- Law Enforcement Branch – **Police Department**
- Fire and Rescue Branch – **Fire Department**
- Public Works Branch – **Public Works Department**
- Mass Care & Shelter Branch – **Parks and Trees Department**

## Planning/Intelligence Section

The Planning/Intelligence Section, an element of the EOC General Staff, collects and analyzes incident data relating to hazards, damage, operations, and other problems. This section becomes the organizational focus for all information or intelligence analysis and advanced planning relative to the incident or emergency.

The Planning/Intelligence Section is divided into several units. Within those units, the following emergency support functions are organized and performed as part of the Planning/Intelligence Section.

- Situation Status Unit
- Action Planning Unit
- Resource Status Unit
- Documentation Unit
- Advanced Planning Unit
- Technical Specialists Unit
- Demobilization Unit

**This section will be staffed by the Fire Department, Planning Department and Development Services, Business Assistance and Housing Development and other departments as directed by the EOC Director as needed to perform the various functions required to support emergency management operations**

within the activated EOC. Additional branches or units may be established as needed to meet operational needs.

### **Logistics Section**

The Logistics Section is responsible for coordinating the provision of a broad assortment of procurement, service, maintenance, communication, and information technology services in support of the city's emergency management activities during a disaster.

The Logistics Section is divided into several branches. Within those branches, the following emergency support functions are organized and performed as part of the Logistics Section.

- IT and Communications Branch
- Facilities Branch
- Personnel Branch
- Procurement Branch
- Transportation Branch

**The section will be staffed by Parks and Trees, Administration, Human Resources, City Administrator's Office and Public Works, as needed to perform the various functions required to support emergency management operations within the activated EOC. Additional branches or units may be established as needed to meet operational needs.**

### **Finance/Administration Section**

This section is responsible for the financial management of an operation, including payment for equipment, supplies, and services. It is also responsible for maintaining and monitoring response costs, personnel time-keeping records, and for providing administrative support to the EOC. The following functions are the responsibility of the Finance Section.

- Cost Recovery Unit
- Compensation and Claims Unit
- Fiscal Unit

**The section will be staffed by the City Finance and other city departments as directed by the EOC Director as needed to perform the various functions required to support emergency management operations within the activated EOC. Additional branches or units may be established as needed to meet operational needs.**

## **ANNEX MAINTENANCE**

The City of Oroville Public Safety Department will coordinate with the various city departments on any updates and revisions of this Direction and Control Annex.

Those agencies and organizations listed as having anticipated roles and responsibilities under this annex shall inform the Emergency Services Coordinator when they are aware that changes need to be made.

# EOC POSITION CHECKLISTS

Below is a basic checklist intended to provide guidance for the application of the Standardized Emergency Management System (SEMS) for an EOC/field response to a disaster. Specific position checklists begin on the following page.

- JOB ASSIGNMENT** Receive assignment from your department, including:
1. Job assignment
  2. Reporting location
  3. Reporting time
  4. Travel instructions
  5. Any special communications instructions, e.g., phone numbers, travel frequency
- CHECK-IN** Upon arrival at the EOC or incident, check in at designated Check-in location. Check-in may be found at:
1. Emergency Operations Center
  2. Incident Command Post
  3. Base or Camps
  4. Staging Areas
- INITIAL BRIEFING** Receive briefing from immediate supervisor.
- WORK MATERIALS** Acquire work materials.
- WORK SAFE** Conduct all tasks in a manner that ensures safety and welfare of you and your co-workers.
- SUPERVISION** Organize and brief subordinates, if in supervisory role.
- COMMUNICATION** Know the assigned telephone or cellular numbers and radio frequency (ies) (if necessary) for your area of responsibility and ensure that communication equipment is operating properly.
- Use clear text and ICS terminology (no codes) in all radio communications (only when needed in the field.)
- DOCUMENTATION** Complete forms and reports required of the assigned position and send through chain of command to Documentation Unit.
- DEMOBILIZATION** Respond to demobilization orders and brief subordinates regarding demobilization.

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## **Purpose**

The Management Section directs the City of Oroville Emergency Management Organization, coordinates the actions of the EOC staff, establishes operational priorities, ensures development and implementation of strategies to meet the needs of the emergency, works with Elected Officials on issues related to emergency response and recovery, communicates with the media, coordinates response with outside agencies including federal and state resources, and ensures the safety of the responders. The Management Section staff must evaluate the potential economic, social and environmental impacts of the disaster on its citizens, while managing the response to the conditions within the city. Additionally, the Management Section must consider whether an emergency in a neighboring city could impact Oroville, or draw upon resources normally available to the city.

When fully staffed, the Management Section may include the positions shown in the organizational chart above. If staffing is not available for each position, the duties assigned to the unfilled position are the responsibility of the Director of Emergency Services.

## **Objectives**

The overall objective of emergency management is to ensure the effective management of response forces and resources in preparing for and responding to situations associated with disasters. To carry out its responsibilities, the Management Section will accomplish the following objectives during a disaster/emergency:

- Overall management and coordination of emergency response and recovery operations.
- Coordinate and liaise with appropriate federal, state and other local government agencies, as well as applicable segments of private sector entities and volunteer agencies.
- Establish priorities and resolve any conflicting demands for support.
- Prepare and disseminate emergency public information to inform, alert and warn the public.
- Disseminate damage information and other essential data.



**EOC Director Position Checklist  
(Position filled by City Manager, Assistant City Manager or Designee)**

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All personnel.
- Determine appropriate level of activation based on situation as known.
- Mobilize appropriate personnel for the initial activation of the EOC.
- Establish the appropriate staffing level for the City of Oroville Emergency Operations Center (EOC) and continuously monitor organizational effectiveness, ensuring that appropriate modifications occur as required.
- Exercise overall management responsibility for the coordination between emergency response agencies.
- Respond immediately to EOC site and determine operational status.
- Obtain briefing from whatever sources are available.
- Ensure that the EOC is properly set up and ready for operations.
- Ensure that an EOC check-in procedure is established immediately.
- Ensure that an EOC organization and staffing chart is posted and completed.
- Determine which sections are needed, assign Section Chiefs as appropriate and ensure they are staffing their sections as required.
- Determine which Management Section positions are required and ensure they are filled as soon as possible.
- In coordination with General Staff, set priorities for response efforts.
- Ensure that all agency actions are accomplished within the priorities established.
- Ensure that Inter-Agency coordination is accomplished effectively within the EOC.
- Ensure that communications with emergency response agencies are established and functioning.
- Confer with the General Staff to determine what representation is needed at the EOC from member jurisdictions, special districts, and other emergency response agencies.
- Assign a liaison officer to coordinate outside agency response to the EOC, and to assist as necessary in establishing an Interagency Coordination Group.
- Monitor General Staff activities to ensure that all appropriate actions are being taken.
- In coordination with the Public Information Officer, conduct news conferences and review media releases for final approval, following the established procedure for information releases and media briefings.
- Ensure that the Liaison Officer is providing for and maintaining effective interagency coordination.
- Based on current status reports, establish initial strategic objectives for the EOC.
- In coordination with Management Staff, prepare management function objectives for the initial Action Planning Meeting.
- Convene the initial Action Planning meeting. Ensure that all Section Chiefs, Management Staff, and other key agency representatives are in attendance. Ensure that appropriate Action Planning procedures are followed (**refer to Planning/Intelligence Section, "Action Planning"**) and the meeting is facilitated appropriately by the Planning/Intelligence Section.
- Once the Action Plan is completed by the Planning/Intelligence Section, review, approve and authorize its implementation.

- Conduct periodic briefings with the General Staff to ensure strategic objectives are current and appropriate.
- Conduct regular briefings for the Elected and Executive representatives and/or their designee.
- Formally issue Emergency Proclamation and coordinate with other agencies as appropriate.
- Brief your relief at shift change, ensuring that ongoing activities are identified and follow-up requirements are known.
- Authorize deactivation of sections, branches, and units when they are no longer required.
- Notify the other activated EOCs, emergency response agencies, and other appropriate organizations of the planned deactivation time.
- Ensure that any open actions not yet completed will be handled after deactivation.
- Ensure that all required forms or reports are completed prior to deactivation.
- Be prepared to provide input to the After Action Report.
- Deactivate the EOC at the designated time, as appropriate.
- Proclaim termination of the emergency and proceed with recovery operations.
- Maintain unit/activity log.

## Emergency Services Coordinator Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Assist the EOC Director with the overall facilitation and functioning of the Oroville Emergency Operations Center (EOC.)
- Assist and serve as an advisor to the EOC Director and General Staff as needed, providing information and guidance related to the internal functions of the EOC and ensure compliance with existing emergency plans and procedures.
- Assist the EOC Director in determining appropriate staffing for the EOC.
- Provide assistance and information regarding section staffing to all General Staff.
- Assist the EOC Director and the General Staff in developing overall strategic objectives as well as section objectives for the Action Plan.
- Advise the EOC Director on procedures for enacting emergency proclamations, emergency ordinances and resolutions, and other legal requirements.
- Assist the Planning/Intelligence Section in the development, continuous updating and execution of the EOC Action Plan.
- Provide overall procedural guidance to General Staff as required.
- Ensure that all notifications are made to Butte County OEM and represent Oroville on any and all Butte County and CalOES Inland Region conference calls or briefings, as necessary.
- Ensure that all communications with jurisdictional emergency response agencies have been established and are maintained.
- Assist the EOC Director, PIO and Liaison in preparing for and conducting briefings with Management Staff, the Elected/Executive members, the media, and general public.
- Assist the EOC Director and Liaison Officer in establishing and maintaining an Inter-agency Policy Group comprised of outside agency representatives and executives not assigned to specific sections within the EOC.
- Assist the Liaison Officer in ensuring proper procedures are in place for directing agency representatives and conducting VIP/visitor tours of the EOC.
- Provide assistance with shift change activity, as required.
- Maintain unit/activity log.

## Public Information Officer Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Serve as the coordination point for all media releases for the Oroville Emergency Operations Center (EOC).
- Represent the Oroville EOC as the lead Public Information Officer (PIO).
- Ensure 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 representing other affected emergency response agencies within the jurisdiction.
- Coordinate the provision of situation information on the city's website and ensure that rumor control is provided with the same information throughout the event.
- Organize the format for press conferences in coordination with the EOC Director.
- Maintain a positive relationship with the media representatives.
- Supervise the Rumor Control function (IF ACTIVATED).
- Establish and manage the Joint Information Center (JIC), as necessary.
- Determine staffing requirements and make required personnel assignments for the JIC function as necessary.
- Obtain policy guidance from the EOC Director on media releases.
- Keep the EOC Director advised of all unusual requests for information and all major critical or unfavorable media comments. Recommend procedures or measures to improve media relations.
- Coordinate with the Situation Status Unit and identify method for obtaining and verifying significant information as it develops.
- Develop and publish a media briefing schedule, to include location, format, preparation, and distribution of handout materials.
- Implement and maintain an overall information release program.
- Establish a Media Information Center, as necessary, providing necessary space, materials, telephones, and electrical power.
- Maintain up-to-date status boards and other references at the media information center. Provide adequate staff to answer questions from members of the media.
- Interact with other EOC sections, branches, and units to provide and obtain information relative to public information operations.
- Develop content for state Emergency Alert System (EAS) releases. Monitor EAS releases, as necessary.
- In coordination with other EOC sections, as approved by the EOC Director, issue timely and consistent advisories and instructions for life safety, health, and assistance to the public.

- At the request of the EOC Director, prepare media briefings for Elected/Executive representatives and/or their designees, other government officials, and provide assistance as necessary to facilitate their participation in media briefings and press conferences.
- Ensure that adequate staff is available at incident sites to coordinate and conduct tours of the disaster areas.
- Provide sufficient staffing and telephones for call center operations 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 news releases and rumor control.
- Ensure file copies are maintained of all information releases (for submission to Planning/Intelligence Section).
- Provide copies of all releases to the EOC Director.
- Conduct shift change briefings in detail, ensuring that in-progress activities are identified and follow-up requirements are known.
- Prepare final news releases and advise media representatives of points-of-contact for follow-up stories.
- Maintain unit/activity log.

**Rumor Control Unit Position Checklist**  
(Usually used in large disasters, otherwise PIO performs this function)

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Provide staffing for rumor control telephone bank.
- Supervise the Rumor Control Unit.
- Obtain "confirmed" disaster information.
- Operate a telephone bank for receiving incoming inquiries from the general public.
- Correct rumors by providing factual information based on confirmed data.
- Establish a "Disaster Hotline" recorded message and provide updated information periodically.
- Refer inquiries from member of the media to the lead Public Information Officer or designated staff.
- Maintain unit/activity log.

## Liaison Officer Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Oversee all liaison activities, including coordinating outside agency representatives assigned to the Oroville Emergency Operations Center (EOC) and handling of requests from other EOCs for Oroville EOC agency representatives.
- Establish and maintain a central location for incoming agency representatives, providing workspace and support as needed.
- Ensure that position specific guidelines, policy directives, situation reports, and a copy of the EOC Action Plan are provided to Agency Representatives upon check-in.
- In coordination with the Management Section, provide orientations for VIPs and other visitors to the EOC.
- Contact Agency Representatives already on-site, ensuring they:
  - ✓ Sign into the EOC organization
  - ✓ Understand assigned functions
  - ✓ Know work locations
  - ✓ Review and understand Oroville's EOC organization and floor plan
- Determine if additional agency representation is required from:
  - ✓ Other agencies
  - ✓ Schools
  - ✓ Volunteer organizations
  - ✓ Private organizations
  - ✓ Utilities not already represented
- Arrange and coordinate VIP tours with the PIO and the Elected/Executive members or their designees.
- Determine the status and resource needs and availability of other agencies.
- Notify and coordinate with adjacent jurisdictions on facilities and/or dangerous releases which may impose risk across boundaries.
- Request agency representatives maintain communications with their agencies and obtain Situation Status Reports regularly.
- Act as liaison with state or federal emergency response officials and appropriate city and/or county personnel.
- With the approval of the EOC Director, provide agency representatives from the Oroville EOC to other EOCs, as required and requested.
- Maintain a roster of agency representatives located at the EOC. Roster should include the assignment within the EOC (Section or Interagency Coordination Group). Roster should be distributed internally on a regular basis.
- Release agency representatives that are no longer required in the EOC when authorized by the EOC Director (be sure to get contact information from representative before demobilization.)
- Maintain unit/activity log.

## Legal Affairs Officer Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Facilitate requests for Local Emergency proclamations and requests for a State of Emergency to the Governor through the Butte County OA.
- Provide legal opinion on requests from management on actions which may have impacts on jurisdictional policy and authority by ordinances, statutes and under state and federal laws (e.g., evacuations, quarantines, etc.)
- Check-in with the EOC Director and clarify any issues regarding authority and assignment, including the functions of others in the EOC organization.
- Review rules, regulations and laws required for acquisition and/or control of critical resources within the city.
- Develop necessary ordinances and emergency orders to provide legal basis for the enforcement of emergency actions or protective measures.
- Establish communications with other jurisdictional legal offices for support.
- Facilitate requests for support or information as requested.
- Review and/or prepare the templates for declarations and other actions.
- Provide appropriate proclamation status to the Planning/Intelligence Section.
- Keep the jurisdictional Executives and/or their designees informed and provide policy guidance and clarification for the EOC Management staff, as required.
- Maintain unit/activity log.



## Safety Officer Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Ensure that all buildings and other facilities used in support of the Oroville EOC are in safe operating condition.
- Monitor operational procedures and activities in the EOC to ensure they are being conducted in a safe manner, considering the existing situation and conditions.
- Stop or modify all unsafe operations outside the scope of the EOC Action Plan, notify the EOC Director of actions taken.
- Tour the entire EOC facility and evaluate conditions. Advise the EOC Director of any conditions and actions that might result in liability - e.g., oversights, improper response actions, etc. Include these when writing the **EOC Safety Plan**.
- Study the EOC facility and document the locations of all fire extinguishers, emergency pull stations, and evacuation routes and exits.
- Be familiar with particularly hazardous conditions in the facility and reduce their threats.
- Prepare and present safety briefings for the EOC Director and General Staff.
- Ensure that the EOC facility is free from any environmental threats - e.g., radiation exposure, air purity, water potability, etc.
- Keep the EOC Director advised of unsafe conditions; take action when necessary.
- Coordinate with the Finance Section in preparing any personnel injury claims or records necessary for proper case evaluation and closure.
- Maintain unit/activity log.

## Security Officer Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Provide or coordinate/monitor 24-hour security for the Oroville EOC, as necessary.
- Control personnel access to the Oroville EOC in accordance with policies established by the EOC Director.
- Determine the current EOC security requirements and arrange for staffing as needed.
- Determine needs for special access to EOC facilities.
- Provide Elected/Executive and VIP security as appropriate and required.
- Provide recommendations as appropriate to EOC Director.
- Prepare and present security briefings for the EOC Director and General Staff at appropriate meetings.
- Maintain unit/activity log.

## **Purpose**

The Operations Section supports all tactical emergency response assets, regardless of agency affiliation or type. The Operations Section orchestrates strategic support to all emergency response operations. The Operations Section implements the Emergency Operations Center (EOC) Action Plan and facilitates the direction of and makes changes to the plan based on the needs of the emergency. The Operations Section staff must evaluate the potential economic, social and environmental impacts of the disaster on its citizens, while managing response to the conditions within the city. Additionally, the Operations Section staff must consider whether an emergency in a neighboring jurisdiction could impact the City of Oroville or draw upon resources normally available to the city.

When fully staffed, the Operations Section may include the positions shown in the organizational chart above. The duties assigned to the unfilled position are the responsibility of the Operations Section Chief.

## **Objectives**

The Operations Section carries out the objectives of the EOC Action Plan and requests additional resources as needed. The Operations Section's primary responsibilities in a disaster/emergency are to:

- Support tactical operations.
- Assist in the development of the Operations Section portion of the EOC Action Plan.
- Request, coordinate and manage resources needed to implement the Operations Section tactics as a part of the EOC Action Plan development.
- Report situation status information through DOC's, or if no DOC is activated, report information directly to the ICP.

## Operations Section Chief Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Ensure the Operations function is carried out including coordination of response for all operational functions assigned to the Emergency Operations Center (EOC).
- Ensure operational objectives and assignments identified in the EOC Action Plan are carried out effectively.
- Establish the appropriate level of branch and unit organizations within the Operations Section, continuously monitoring its effectiveness and modifying accordingly.
- Exercise overall responsibility for the coordination of Branch and Unit activities within the Operations Section.
- Ensure the Planning/Intelligence Section is provided with Branch Status Reports on a regular schedule.
- Conduct periodic Operations briefings for the EOC Director, as required or requested.
- Provide overall supervision of the Operations Section.
- Ensure that the Operations Section is set up properly and that appropriate personnel, equipment, and supplies are in place, including maps and status boards.
- Meet with Planning/Intelligence Section Chief to obtain a preliminary situation briefing.
- Determine the need for Mutual Aid.
- If Mutual Aid systems are activated, ensure that the appropriate Mutual Aid Coordinator or representative is located in the corresponding branch in operations.
- Obtain a current communications status briefing from Telecommunications in Logistics and ensure there is adequate equipment and frequencies available 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 and Logistics Sections are staffed at levels necessary to provide adequate information and support for response operations.
- Coordinate with the Liaison Officer regarding the need for agency representatives in the Operations Section.
- Establish radio or cell phone communications with Incident Commander(s) operating in the field, if no DOC is activated.
- Determine activation status of other EOCs around the jurisdiction and establish communication links with their Operations Sections.
- 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 to determine appropriate section objectives for the first operational period.
- Review responsibilities of branches in section to develop an Operations Plan detailing strategies for carrying out Operations objectives.

- Adopt a proactive attitude. Think ahead and anticipate situations and problems before they occur.
- Ensure that all media contacts are referred to the Public Information Officer.
- Conduct periodic briefings and work to reach consensus among staff on objectives for forth-coming operational periods.
- Attend and participate in EOC 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 appropriate Mutual Aid Coordinators or the Logistics Section.
- Maintain unit/activity log.

## Law Enforcement Branch Coordinator Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Coordinate law enforcement, traffic, evacuation/movement and security/access control operations.
- Supervise the Law Enforcement Branch.
- Coordinate all law enforcement activities with the other units of the Operations Section and with the Operations Section Chief on a regular basis.
- Assist with notification, alert and warning of the public as necessary.
- Track law enforcement resources committed and resources that are still available for deployment and keep the Resources Unit apprised of status.
- Assist with coordination of deceased with the Butte County Sheriff's Department.
- Based on the situation, activate the necessary Units within the Law Enforcement Branch per the EOC Organization Chart. If units are not activated those duties are the responsibility of the Branch Coordinator.
- Provide an initial law enforcement situation report to the Operations Section Chief.
- Based on the initial EOC strategic objectives, prepare objectives for the Law Enforcement Branch and provide them to the Operations Section Chief.
- Maintain current status on Law Enforcement missions being conducted.
- Coordinate the need for voluntary or mandatory evacuations with the Operation Section Chief.
- Initiate animal control measures as necessary and coordinate with the Care and Shelter Branch.
- On a regular basis, complete and maintain the Law Enforcement Branch Status Report and provide to the Operations Section Chief.
- Refer all contacts with the media to the Public Information Officer.
- Assist Planning/Intelligence Section with Damage Assessment in disaster area.
- Maintain unit/activity log.

## Law Enforcement Operations Unit Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Evaluate and process requests for Law Enforcement Mutual Aid Resources through the Butte Operational Area Law Enforcement Mutual Aid Coordinator.
- Establish and maintain communication with the Law Enforcement Branch Directors in the field.
- Respond to requests for Law Enforcement resources from the field in a timely manner, following established priorities (life safety, protection of property, and then the environment).
- Monitor and track law enforcement resources utilized during the event.
- Provide general support to field personnel as required.
- Supervise the Law Enforcement Operations Unit.
- Establish and maintain radio or cell-phone communication with the Law Enforcement Branch Directors at the field level.
- Obtain regular status reports on the law enforcement situation from the Department Operations Center or Law Enforcement branch at the field level.
- Assess the impact of the disaster/event on the Oroville Police Department's operational capability.
- Establish the objectives of the Law Enforcement Operations Unit based on the nature and severity of the disaster, and provide them to the Law Enforcement Branch Coordinator prior to the first Action Planning meeting.
- Ensure that the assignment of the law enforcement resources are closely monitored and coordinated, and that on-scene time is logged at the field level.
- If not addressed at the ICP, ensure that incident facilities are established (staging areas, etc.) to coordinate incoming law enforcement mutual aid and resources, as requested.
- In coordination with Situation Status Unit, determine if current and forecasted weather conditions will affect law enforcement operations.
- Coordinate with the Fire Operations Branch to determine geographical boundaries of evacuations.
- Coordinate with the Care and Shelter Branch to establish suitable shelter locations and appropriate shelter facilities for evacuated population and/or animals.
- Assist in establishing camp facilities for law enforcement personnel, through the Logistics Section, if not addressed at the ICP.
- Reinforce the use of proper procedures for media contacts.
- Provide law enforcement status updates to the Law Enforcement Branch Coordinator on a regular basis.
- Maintain unit/activity log.

## Fire and Rescue Branch Coordinator Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Coordinate fire, hazardous materials, and search and rescue operations.
- Assist the Fire & Rescue Mutual Aid Coordinator in acquiring mutual aid resources, as necessary.
- Complete and maintain branch status reports for major incidents requiring or potentially requiring operational area, state, and federal response, and maintain status of unassigned fire & rescue resources.
- Implement the objectives of the EOC Action Plan assigned to the Fire & Rescue Branch.
- Provide overall supervision of the Fire & Rescue Branch.
- Prepare and submit a preliminary branch status report as appropriate to the Operations Section Chief.
- Prepare objectives for the Fire & Rescue Branch and provide them to the Operations Section Chief prior to the first Action Planning meeting.
- Ensure that Branch and Unit position logs and other files are maintained.
- Maintain current status of Fire & Rescue missions being conducted in your area of responsibility.
- Provide the Operations Section Chief and the Planning/Intelligence Section Chief with an overall summary of Fire & Rescue Branch operations periodically or as requested during the operational period.
- On a regular basis, complete and maintain the Fire & Rescue Branch Status Report.
- Refer all contacts with the media to the Public Information Officer.
- Ensure that fire, hazardous material, and search and rescue resources are channeled through the mutual aid coordinators.
- Prepare objectives for the Fire & Rescue Branch for the subsequent operations period and provide them to the Operations Section Chief prior to the end of the shift and the next Action Planning meeting.
- Maintain unit/activity log.



## Fire Operations Unit Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Evaluate and process requests for fire resources through the Butte Operational Area Fire & Rescue Mutual Aid Coordinator.
- Establish and maintain communication with Fire Branch Directors in the field for incidents occurring in the city.
- Respond to requests for fire resources from the field in a timely manner, following established priorities (life safety, property, and then the environment).
- Monitor and track fire resources utilized during the event.
- Provide general support to field personnel, as required.
- Supervise the Fire Operations Unit.
- Establish and maintain radio or cell-phone communication with the Department Operations Center or Fire Branch Director at the field level.
- Obtain regular status reports on the fire situation from the Fire & Rescue Branch at the field level.
- Assess the impact of the disaster/event and the Oroville Public Safety Department's operational capabilities.
- Establish the objectives of the Fire Operations Unit based on the nature and severity of the disaster, and provide them to the Fire & Rescue Branch Coordinator prior to the first Action Planning Meeting.
- If the Department Operations Center is not activated, ensure that the assignment of fire resources are closely monitored and coordinated, and that on-scene time is logged at the field level.
- Provide fire status updates to the Fire & Rescue Branch Coordinator on a regular basis.
- Evaluate and process all requests for fire mutual aid resources through the Operational Area Fire & Rescue Mutual Aid Coordinator.
- If not addressed at the Incident Command Post, ensure that incident facilities are established (marshaling areas, staging areas, etc.) to coordinate incoming fire mutual aid resources, as required.
- In coordination with Situation Status, determine if current and forecasted weather conditions will affect fire and rescue operations.
- Inform the Fire & Rescue Branch Coordinator of all significant events that occur.
- Coordinate with the Law Enforcement Branch to determine status of evacuations and shelter locations.
- Assist in establishing camp facilities through the Logistics Section, if not addressed at the ICP or DOC.
- Reinforce the use of proper procedures for media contacts.
- Maintain unit/activity log.

## EMS Unit Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Coordinate personnel, equipment and resources to provide emergency medical care and transportation during a disaster.
- Monitor and coordinate all tactical operations of out-of-hospital triage.
- Assess number of medical casualties and needs.
- Coordinate resources and communication with health care facilities and transportation agencies for patient evacuation and care.
- Maintain contact with medical field operations and ensure coordination and information exchange between field responders and the EOC.
- Initiate and maintain contact with the Butte County Operational Area Medical/Health Coordinator.
- Prepare objectives for the EMS Unit and provide them to the Fire & Rescue Branch Coordinator prior to the first Action Planning Meeting.
- Refer all contacts with the media to the Public Information Officer.
- Brief the Butte County Operational Area Medical/Health Coordinator about the:
  - ✓ Scope of medical involvement
  - ✓ Resources committed, need for mutual aid
  - ✓ Approximate number/location of casualties that require hospitalization
- Advise the Control Facility (CF) to assess/report back on local hospital capabilities and impact on operations.
- Coordinate with the CF and the Fire & Rescue Branch Coordinator for transportation and care of injured persons, including transportation to appropriate care facilities/areas.
- Provide information on established disaster routes to hospitals, healthcare facilities, and to other transport agencies.
- Coordinate with Law Enforcement Branch Coordinator during evacuations to relocate and reduce the patient population in affected hospitals, nursing homes and other care facilities.
- Coordinate continued medical care for patients who cannot be moved when hospitals/nursing homes/healthcare facilities are evacuated.
- Identify facilities that could be expanded or utilized for emergency treatment and extended care centers.
- Establish and coordinate the staffing of casualty collection points (CCP) as needed.
- Coordinate/provide for appropriate medications to be distributed to hospitals, shelters, CCPs and/or treatment areas.
- Establish a patient tracking system in coordination with Fire and Law.
- Identify issues, resource needs, and shortfalls for the next operational period.
- Maintain unit/activity log.

## Hazardous Materials Unit Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Determine the scope of hazardous materials incidents throughout the jurisdiction.
- Assist in mobilizing hazardous materials teams at the request of the Incident Commanders in the field.
- Provide hazardous materials support, as required to emergency response agencies consistent with established priorities and objectives.
- Ensure that deployed teams are provided with adequate support.
- Supervise the Hazardous Materials Unit.
- Work closely with all Operations Section Branch Coordinators to determine the scope of hazardous materials incident response required.
- Coordinate with the Fire & Rescue Branch Coordinator to determine missions for hazmat teams based on established priorities.
- Mobilize and deploy available hazardous materials teams in a manner consistent with the HazMat Mutual Aid System established priorities.
- Establish radio or cell-phone communication with all deployed hazmat teams to determine the scope of support required.
- Work closely with the Resources Unit to determine the status and availability of HazMat Response Teams in the jurisdiction.
- Coordinate with the Public Works Branch to provide on-site assistance with hazmat operations at the request of the Field Incident Commander.
- Coordinate with the EMS Unit to determine medical facilities where victims of hazmat incidents can be transported following decontamination.
- Coordinate with the Coroner to provide on-site assistance for fatalities at hazmat scenes.
- Monitor and track the progress and status of each hazmat team.
- Ensure that HazMat Team Leaders report all significant events.
- Assist in establishing camp facilities for hazmat teams through the Logistics Section, if not addressed at the ICP.
- Inform the Fire & Rescue Branch Coordinator of all significant events.
- Reinforce the use of proper procedures for media contacts. This is particularly critical in instances where the media is seeking technical information on the hazardous material, statistical information, or personal identities of injured victims or fatalities.
- Maintain unit/activity log.

## Public Works Branch Coordinator Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Survey all utility systems and restore systems that have been disrupted, including coordinating with utility service providers.
- Survey all public and private facilities, assessing the damage to such facilities and coordinating the repairs of damage to public facilities.
- Supervise the Public Works Branch.
- Based on the situation, activate the necessary units within the Public Works Branch per the EOC Organization Chart.
- Contact and assist the Operational Area Public Works Mutual Aid Coordinator with the coordination of mutual aid resources as necessary. If there is none, work through a Coordinator in the Butte County EOC.
- Provide an initial situation report to the Operations Section Chief.
- Based on the initial EOC strategic objectives prepare objectives for the Public Works Branch and provide them to the Operations Section Chief prior to the first Action Planning meeting.
- Maintain current status on all public works activities being conducted in your area of responsibility.
- Ensure that damage and safety assessments are being carried out for both public and private facilities. Request mutual aid as required.
- Determine and document the status of transportation routes into and within the affected areas.
- Coordinate debris removal services as required.
- Provide the Operations Section Chief and the Planning/Intelligence Section Chief with an overall summary of the Public Works Branch operations periodically during the operational period or as requested.
- Ensure that all Public Works Status Reports, as well as the initial damage estimates are completed and maintained.
- Refer all contacts with the media to the Public Information Officer.
- Prepare objectives for the Public Works Branch for the subsequent operations period, and 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.
- Maintain unit/activity log.

## Roads and Bridges (Transportation) Unit Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Provide road closure and traffic light outage information to the EOC.
- Coordinate with Fire and Law on road closures and openings.
- Ensure that current road closures and traffic signal outage information is displayed in the EOC.
- Participate in evacuation route planning.
- Coordinate transportation related activities with other operations units.
- Coordinate with Cal Trans and CHP on status of highways.
- Coordinate and track mutual aid resources.
- Maintain contact with department operations centers and ensure coordination and information exchange between field responders and the EOC.
- Collect preliminary situation information on division activities, the emergency situation, and the status of resources.
  - Based on the situation, staff the unit to perform the following functions:
    - ✓ Road closure coordination
    - ✓ DOC/field coordination
    - ✓ Evacuation coordination
- Brief the Branch Coordinator on the emergency situation:
  - ✓ Scope of the division's involvement in the incident
  - ✓ Personnel and resources committed, need for mutual aid
  - ✓ Current and potential threats to life and property
  - ✓ Recommend course of action to mitigate immediate threats
  - ✓ Share current situation status and division activities that may impact another department's operations to ensure field activities are coordinated
  - ✓ Discuss strategies for dealing with potential problems
  - ✓ Identify critical issues, needs, and resources
  - ✓ Update the Action Plan and report back on previously assigned tasks
- Warn the Branch Coordinator immediately when the emergency situation escalates or there is a critical situation occurring.
- Assist with Action Planning:
  - ✓ Prepare objectives for the Branch Coordinator prior to the briefing/planning meetings
  - ✓ Brief unit on the EOC Action Plan objectives and assign specific responsibilities
  - ✓ Provide unit tactical plan to the Branch Coordinator
- Coordinate critical emergency information within the unit and with other units in the branch.
- Assist with resource management by tracking resources used in the response, or sent/received as mutual aid and coordinate with the resources tracking unit.

- Provide periodic situation or status reports to the Branch Coordinator for update of the overall situation.
- Ensure that unit position logs are maintained.
- Identify issues, resources needs, and shortfalls for the next operational period.
- Brief your replacement at shift change. Ensure that in-progress activities are identified and follow-up requirements are conveyed.
- Maintain unit/activity log.

## Flood Management Unit Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Positions.
- Gather information about the status of rivers, levees and dams and provide information about flooding and levee status in the affected areas to the Operations Section Chief.
- Provide affected agencies with information and coordinate mutual aid requests for assistance/resources from agencies within the jurisdiction, including but not limited to, specialized personnel, equipment and transportation.
- Manage the process of tracking, requesting, and deploying flood control mutual aid resources.
- Provide status information and reports to the Planning/Intelligence Section for inclusion into the situation report.
- Maintain activity log for the flood control function. At a minimum, the log should record the following:
  - ✓ Conversations in which decisions were reached, instructions given or received, vital information exchanged;
  - ✓ Requests filled, mission assignments from Butte County OEM; and
  - ✓ Major events/activities.
- Establish contact with the following agencies/jurisdictions:
  - ✓ Butte County Water Resources
  - ✓ DWR Flood Operations Center
- Request and obtain reports from flood control agencies within the affected area. This information should include:
  - ✓ Status of rain/stream gages ALERT
  - ✓ Status of levee patrols
  - ✓ Damage to levees/flood fight locations status and risk
  - ✓ Flooding occurring or imminent, areas of impact, estimated damages
  - ✓ Sump pump outages and causes of outage and when repairs will be complete and street flooding and risk of structure flooding
  - ✓ Status of storm drain systems
  - ✓ Status of all dams which could affect the area including: inflow, outflow and volume
  - ✓ Special resources required to accomplish flood fight and major problem identification
  - ✓ Projection of impending areas of concern
  - ✓ Established locations for staging and processing incoming support resources
- Consolidate all information on the Flood Control Status Report form. Provide information to the Planning/Intelligence Section.
- Determine the various flood control agencies capabilities to staff flood fight, and level of additional support needed.
- Assess resource capabilities within the jurisdiction and be prepared to respond to mutual aid resources requests.

- Coordinate requests for additional personnel or other support with other agencies and jurisdictions.
- Process requests for mutual aid to Butte County OEM, if resources within the jurisdiction are inadequate.
- Participate in Action Planning sessions.
- Disseminate established flood control priorities to jurisdictions.
- Brief your relief at shift change time. Ensure that in-progress activities are identified and follow-up requirements are known.
- Maintain unit/activity log.



## Debris Management, Waste Management and Recycling Unit Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Assess and project debris types and quantities generated by the event.
- Identify preferred debris collection, storage, diversion, and disposal alternatives.
- Coordinate intra-departmental and intra-jurisdictional debris management efforts.
- Supervise the Debris Management Unit (DMU).
- Determine regulatory compliance needs.
- Based on the situation, activate the necessary units with the DMU per the DMU organization chart.
- Contact and coordinate with other city departments and Butte County to establish collection and disposal of debris with the mutual aid resources.
- Provide an initial situation report to the Operations Section Chief.
- Based on the initial EOC strategic objectives prepare objectives for the Debris Management Unit and provide them to the Public Works Branch prior to the first Action Planning meeting.
- Ensure that Debris Management Unit position logs and other necessary files are maintained.
- Maintain current status on all debris management activities being conducted in your area of responsibility.
- Ensure that debris assessments are being carried out for both public and private facilities; request mutual aid as required.
- Ensure that regular residential refuse and recycling collection services are maintained to the extent possible. Identify areas where service is not possible and communicate to the EOC.
- Ensure the Butte County waste disposal and transfer facilities remain operational.
- Ensure that adequate public education efforts aimed at keeping Household Hazardous Waste (HHW) and source materials separated and segregated are executed.
- Secure debris removal services from franchised haulers and other services providers as required.
- Provide the Public Works Branch an overall summary of the Debris Management Unit operations periodically during the operational period or as requested.
- Coordinate all contacts with the media with the Public Information Officer.
- Ensure that the temporary Debris Storage facilities are returned to their pre-event condition prior to the site closure
- Ensure that debris tonnage jurisdictional allocations are distributed accurately.
- Maintain unit/activity log.

## Building Inspection Unit Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Collect initial damage/safety assessment information from other branches/units within the Operations Section.
- Provide detailed damage/safety assessment information to the Planning/Intelligence Section, with associated loss damage estimates.
- Maintain detailed records on damaged areas and structures.
- Coordinate mutual aid requests for engineers to inspect structures and/or facilities, to include organizing the inspectors into inspection teams upon their arrival.
- Supervise the Building Inspection Unit.
- Obtain initial damage/safety assessment information from the Fire & Rescue Branch, Law Enforcement Branch, Utilities Unit, and other branches/units as necessary.
- Coordinate with other sources for additional damage/safety assessment information.
- Prepare detailed damage/safety assessment information, including estimate of value of the losses, and provide to the Planning/Intelligence Section.
- Clearly label each structure and/or facility inspected in accordance with ATC-20 standards and guidelines.
- Maintain a list of structures and facilities requiring immediate inspection or engineering assessment.
- Coordinate all requests for engineers and building inspectors from emergency response agencies. Communicate mutual aid resource needs with the Butte County EOC.
- Keep the Public Works Branch Coordinator informed of the inspection and engineering assessment status.
- Refer all contacts with the media to the Public Information Officer.
- Maintain unit/activity log.

## Utilities Unit Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Assess the status of utilities, and provide Utilities Status Reports as required.
- Coordinate restoration of damaged utilities with utility representatives.
- Supervise the Utilities Unit.
- Establish and maintain a position log and other necessary files.
- Establish and maintain communications with Pacific Gas and Electric (P.G. & E and other utility service providers.
- Assess the extent of damage to utility systems in the city.
- Coordinate with the Liaison Officer to ensure that agency representatives from utility service providers are available to respond to the EOC.
- Ensure that all information on system outages are consolidated and provided to the Situation Status Unit in the Planning/Intelligence Section.
- Ensure that support to utility providers is available as necessary to facilitate restoration of damaged systems.
- Keep the Public Works Branch Coordinator informed of the restoration status.
- Refer all contacts with the media to the Public Information Officer.
- Maintain unit/activity log.

## Care and Shelter Branch Chief Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Manages and assumes responsibilities of those functions assigned to the Care and Shelter Branch.
- Coordinates with the ARC on the overall management of mass care shelters, including the preparation of action plans, listing objectives to be accomplished, and formation of strategies to achieve those objectives as well as advanced planning considerations.
- Coordinates with other Butte County and other city Operations Section counterparts to ensure support services are provided to shelters, including medical, public and behavioral health, security, fire/safety, and building inspection.
- Communicates care and shelter activities to the Operations Section Chief.
- Ensures coordination with the ARC to provide temporary shelter, food, clothing, medical care, and other essential life support needs for persons impacted by the disaster.
- Coordinate with the Liaison Officer to request an Agency Representative from the American Red Cross. Work with the Agency Representative to coordinate all shelter and congregate care activity.
- Provide the Operations Chief and Planning Chief with updates and/or reports as requested or appropriate.
- Prepare objectives for the Care and Shelter Branch for the subsequent operational period and provide them to the Operations Section Chief prior to the end of the shift and the next Action Planning meeting.
- Refer all contacts with the media to the Public Information Officer.
- Maintain unit/activity log.

## Animal Care Unit Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Coordinate the provision of animal shelter with the Section Chief.
- Coordinate with the Care and Shelter Branch Coordinator on animal shelter locations adjacent to human shelters.
- Coordinate with veterinarians/CVMA to prevent the spread of animal diseases during disasters.
- Coordinate and track mutual aid resources.
- Maintain contact with Butte County Animal Control and ensure coordination and information exchange between agencies.
- Work with the Butte County Agricultural Commissioner on issues associated with livestock.
- Request support from neighboring animal control agencies, Butte County, NGO animal welfare groups and large animal haulers for assistance in animal evacuation and shelter.
- Refer all contacts with the media to the Public Information Officer.
- Collect preliminary situation information and the status of resources.
- Warn Branch Coordinator immediately when the emergency situation escalates or there is a critical situation occurring.
- After the disaster, coordinate the process of displaced animal reunification and or placement.
- Disassemble the temporary animal shelter, disinfect and store the equipment or return to original owners.
- Maintain unit/activity log.

## **Purpose**

The Planning/Intelligence Section is responsible for directing and managing the creation of a comprehensive situation status report, development of EOC Action Plans for each operational period, and maintenance of all documentation related to the emergency. The Planning/Intelligence Section staff must evaluate the potential economic, social and environmental impacts of the disaster, while managing response to the conditions within the city. Additionally, the Planning/Intelligence Section staff must consider whether an emergency in a neighboring jurisdiction could impact the City of Oroville or draw upon resources normally available to the city.

The Planning/Intelligence Section Chief identifies whether full or partial staff is required to respond. When fully activated the section may include the positions shown in the organizational chart above. The duties assigned to the unfilled position are the responsibility of the Planning/Intelligence Section Chief.

## **Objectives**

The Planning/Intelligence Section will accomplish the following specific objectives during a disaster/emergency:

- Collect initial situation and damage assessment information.
- Display situation status information in the EOC using maps and visual aids.
- Conduct mapping and documentation operations.
- Disseminate summary situation status and damage assessment reports to other EOC sections, city departments, and Butte County EOC.
- Determine the city post-event condition and prepare a post-disaster recovery plan.
- Provide planning support to other sections.
- Ensure accurate recording and documentation of the incident.
- Prepare the City EOC Action Plan.
- Maintain proper and accurate documentation of all actions taken to ensure that all required records are preserved for future use and CalOES and FEMA filing requirements.
- Acquire technical experts for special interest topics or special technical knowledge subjects.

## Planning/Intelligence Section Chief Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Ensure that the responsibilities of the Planning/Intelligence Section are carried out, to include:
  - ✓ Ensure collecting, analyzing, and displaying of situation information
  - ✓ Preparing periodic Situation Reports
  - ✓ Preparing and distributing the EOC Action Plan and facilitating the Action Planning meeting
  - ✓ Conducting Advance Planning activities and reports
  - ✓ Providing technical support services to the various EOC sections and branches
  - ✓ Documenting and maintaining files on all EOC activities
- Establish the appropriate level of organization for the Planning/Intelligence Section.
- Ensure the early and continued coordination with the Planning/Intelligence Sections of other activated EOCs within the jurisdiction (i.e. special districts, Butte OA EOC or Inland REOC).
- Exercise overall responsibility for the coordination of unit activities within the section.
- Keep the EOC Director informed of significant issues affecting the Planning/Intelligence Section.
- In coordination with the other Section Chiefs, ensure that Branch Status Reports and Situation Status Reports are used to develop the EOC Action Plan.
- Supervise the Planning/Intelligence Section.
- Ensure that the Planning/Intelligence Section is set up properly and appropriate personnel, equipment, and supplies are in place, including maps and status boards.
- Based on the situation, activate within the section as needed and designate Unit Leaders for each element per the EOC Organization Chart.
- Request additional personnel for the section as necessary to maintain a 24-hour operation.
- Establish contact with all activated DOCs and within the jurisdiction and coordinate Situation Status Reports with their Planning/Intelligence Sections.
- Meet with Operations Section Chief and obtain and review any major incident reports.
- Review responsibilities of branches in section and develop plan for carrying out all responsibilities.
- Make a list of key issues to be addressed in the EOC Action Plan process by consulting with Section Chiefs, including specific objectives to be accomplished during the initial Operational Period.
- Keep the EOC Director informed of significant events.
- Adopt a proactive attitude, thinking ahead and anticipating situations and problems before they occur.
- Ensure that the Situation Analysis Unit is maintaining current information for the Situation Status Report.
- Ensure major incidents reports and branch status reports are completed by the Operations Section and are accessible by Planning/Intelligence Section.
- Ensure a Situation Status Report is produced and distributed to all EOC Sections and the Butte OA EOC at least once, prior to the end of the operational period.
- Ensure all status boards and other displays are kept current and that posted information is neat and legible.
- Ensure the Public Information Officer 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.
- Facilitate the EOC Director's Action Planning meetings approximately two hours before the end of each operational period.
- Ensure objectives for each section are completed, collected, and posted in preparation for the next Action Planning meeting.
- Ensure the EOC Action Plan is completed and distributed at the start of the next operational period.
- 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 the Advance Planning Unit develops and distributes a report that highlights forecasted events or conditions likely to occur beyond the forthcoming operational period (***usually within the next 36-72 hours***) particularly those situations which may influence the overall strategic objectives of the EOC.
- Ensure the Documentation Unit maintains files on all activities related to the event, and provides reproduction services for the EOC, as required.
- Provide technical services, such as energy advisors and other technical specialists to all EOC sections as required.
- Maintain unit/activity log.



## Situation Status Unit Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Oversee the collection, organization, and analysis of disaster situation information. This includes gathering data by contacting all activated EOCs in the jurisdiction.
- Ensure that information collected from all sources is validated prior to posting on status boards.
- Ensure that Situation Status Reports are developed for dissemination to EOC staff and the Butte OA EOC.
- Ensure that an EOC Action Plan is developed for each operational period, based on objectives developed by each EOC Section.
- Ensure that all maps, status boards, and other displays contain current and accurate information.
- Supervise Situation Analysis Unit.
- Ensure there is adequate staff available to collect and analyze incoming information, maintain the Situation Status Report and facilitate the Action Planning process.
- Prepare Situation Analysis Unit objectives for the initial Action Planning meeting.
- Oversee the collection and analysis of all event or disaster related information.
- Oversee the preparation and electronic distribution of the Situation Status Report.
- Coordinate with the Documentation Unit for manual distribution and reproduction as required.
- Ensure that each EOC Section provides the Situation Analysis Unit with Branch Status Reports on a regular basis.
- Meet with the Public Information Officer to determine the best method for providing them with up-to-date information.
- Prepare a situation summary for the EOC Action Planning meeting.
- Ensure each section provides an update on their objectives at least 30 minutes prior to each Action Planning meeting. This includes those completed, and the status of those not completed, as well as new objectives to be added to the Action Plan.
- Convene and facilitate the Action Planning meeting following the meeting process guidelines.
- In preparation for the Action Planning meeting, ensure that all EOC objectives are posted on chart paper and the meeting room is set up with appropriate equipment and materials (easels, markers, Situation Status Reports, etc.).
- Following the meeting, ensure that the Documentation Unit publishes and distributes the Action Plan at the beginning of the next operational period.
- Ensure that adequate staff is assigned to maintain all maps, status boards, and other displays.
- Maintain unit/activity log.

## Action Planning Unit Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Establish an EOC Action Planning meeting schedule for the operational period with the EOC Director and Planning/Intelligence Section Chief.
- Coordinate the calling of EOC Action Planning meetings and reminding Section Chiefs to bring summaries of their issues and needs, along with updates on the existing Action Plan.
- Facilitate the EOC Action Planning Meeting.
- Complete and distribute the initial/updated EOC Action Plan (EAP).
- Monitor the current Situation Report.
- Coordinate the EOC Action Plan (EAP) meeting with the EOC Director and Planning/Intelligence Section Chief.
- Remind all of the Section Chiefs and the EOC Director about ten minutes before the EAP meeting so they can prepare their concerns, needs, and updates to any action items on the existing EAP.
- Facilitate the EAP meeting by ensuring the following actions occur in the meeting:
  - ✓ Provide a short briefing on situation and resource status.
  - ✓ Set control objectives for the event---desired management outcomes.
  - ✓ Plot control lines and division boundaries for the event.
  - ✓ Specify tactics for each Section.
  - ✓ Specify resources needed by each Section.
  - ✓ Specify Operations facilities and reporting locations--Plot on map.
  - ✓ Place resource and personnel orders.
  - ✓ Consider Communications, Medical and Traffic Plan requirements.
  - ✓ Finalize, approve and implement EOC Action Plan.
- Prepare a draft EAP and submit it to the EOC Director/Planning/Intelligence Section Chief for approval.
- Print and distribute the approved EAP as directed by the Planning/Intelligence Section Chief. (Ensure that a copy is provided to all EOC positions).
- Maintain unit/activity log.

## Documentation Unit Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Collect, organize and file all completed event or disaster related forms, to include: all EOC Position Logs, Situation Status Reports, EOC Action Plans, and any other related information, just prior to the end of each operational period.
- Provide documentation reproduction services to EOC staff.
- Distribute the EOC Situation Status Reports, EOC Action Plan, and other documents, as required.
- Maintain a permanent electronic archive of all Situation Reports and Action Plans associated with the event or disaster.
- Assist the EOC Coordinator in the preparation and distribution of the After Action Report.
- Supervise the Documentation Unit.
- Meet with the Planning/Intelligence Section Chief to determine what EOC materials should be maintained as official records.
- Meet with the Planning/Intelligence Section Chief to determine what EOC materials and documents are necessary to provide accurate records and documentation for recovery purposes.
- Initiate and maintain a roster of the City EOC staffing to ensure that position logs are accounted for and submitted to the Documentation Unit at the end of each shift.
- Reproduce and distribute the Situation Status Reports and Action Plans either manually or electronically. Ensure distribution is made to the CalOES Inland REOC.
- Keep extra copies of reports and plans available for special distribution, as required.
- Set up and maintain document reproduction services for the EOC
- Maintain unit/activity log.

## Resources Tracking Unit Position Checklist

*Please read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Prepare and maintain displays, charts and lists which reflect the current status and location of controlled resources, transportation and support vehicles.
- Establish a resources reporting system for field and EOC units.
- Prepare and process resource status change information.
- Coordinate with city/county/state counterparts.
- Prepare Resources Tracking Unit objectives for the initial Action Planning meeting.
- Develop a system to track resources deployed for disaster response.
- Establish a reporting procedure for resources at specified locations.
- Direct the collection, organization and display status of incident resources to include allocation, deployment and staging areas.
- Maintain a master list of all resources reported.
- Provide for an authentication system in case of conflicting resources status reports.
- Provide a resources overview and summary information to the Situation Status Unit as requested and written status reports on resources allocations as requested by the Section Chiefs.
- Assist in strategy planning based on the evaluation of the resource allocations, resources en route and projected resource shortfalls.
- Ensure available resources are not overlooked by the Operations Section staff.
- Make recommendations to the Planning/Intelligence Section Chief of resources that are not deployed or should be deactivated.
- Prepare a situation summary for the EOC Action Planning meeting.
- Ensure that adequate staff is assigned to maintain all maps, status boards, and other displays.
- Maintain unit/activity log.

## Advance Planning Unit Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Development of an Advance Plan consisting of potential response and recovery related issues likely to occur beyond the next operational period, generally within 36 to 72 hours.
- Review all available Status Reports, Action Plans, and other significant documents.
- Determine potential future impacts of the event or disaster, particularly issues which might modify the overall strategic EOC objectives. This includes coordination of information with all activated jurisdictional EOCs.
- Provide periodic briefings for the EOC Director and General Staff addressing Advance Planning issues.
- Supervise the Advance Planning Unit.
- Monitor the current Situation Report to include recent updates.
- Meet individually with the General Staff and determine best estimates of the future direction of the event or disaster.
- Develop an Advance Plan identifying future policy related issues, social and economic impacts, significant response or recovery resource needs, and any other key issues likely to affect EOC operations within a 36 to 72 hour time frame.
- Submit the Advance Plan to the Planning Chief for review and approval prior to conducting briefings for the General Staff and EOC Director.
- Review Action Planning objectives submitted by each section for the forthcoming operational period. In coordination with the General Staff, recommend a transition strategy to the EOC Director when EOC activity shifts predominantly to Recovery Operations.
- Maintain unit/activity log

## Demobilization Unit Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Develop a Demobilization Plan for the EOC based on a review of the pertinent planning documents and status reports. Ensure demobilization is coordinated in the activated jurisdictional DOCs as well as the Logistics section as they will carry out the Demobilization Plan.
- Supervise personnel assigned to the Demobilization Unit.
- Monitor the current situation report to include recent updates.
- Meet individually with the EOC Director and General Staff to administer the section worksheets for the demobilization plan.
- Utilizing the worksheets, develop the Demobilization Plan and circulate to the EOC Director and General Staff for review.
- Formalize the Demobilization Plan for the EOC Director.
- Demobilization planning must occur at least once during the operational period for as long as EOC Sections are formally staffed.
- Advise all Section Chiefs to ensure that demobilized staff complete all reports, timesheets, and exit surveys in coordination with the Personnel Unit prior to leaving the EOC.
- Maintain unit/activity log.

## Technical Specialists Unit Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Provide technical observations and recommendations to the EOC in specialized areas, as required.
- Ensure that qualified specialists are available in the areas required by the particular event or disaster.
- Supervise the Technical Services Unit.
- Coordinate with the Logistics Section to ensure that technical staff are located and mobilized.
- Assign technical staff to assist other EOC Sections in coordinating specialized areas of response or recovery.
- Assign technical staff to assist the Logistics Section in interpreting specialized resources.
- Maintain unit/activity log.

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### **Purpose**

The Logistics Section's primary responsibility is to ensure the acquisition; transportation and mobilization of resources are available to support the response effort at the disaster sites, public shelters, EOCs, etc. This Section provides all necessary personnel, supplies and equipment procurement support. Methods for obtaining and using facilities, equipment, supplies, services and other resources to support emergency response at all operational sites during emergency conditions, will be the same as those used during normal operations unless authorized by the Director of Emergency Services. The difference is the coordination will be from the EOC.

When fully activated, the section may include the positions shown in the organizational chart above. If staffing is not available for each position, the duties assigned to the unfilled position are the responsibility of the Logistics Section Chief.

### **Objectives**

The Logistics Section ensures that all other sections are supported for the duration of the incident. Any personnel, equipment, supplies or services required by the other sections, except mutual aid resources requested through law enforcement and fire mutual aid channels, will be ordered through the Logistics Section.

The Logistics Section will accomplish the following specific objectives during a disaster:

- Collect information from other sections to determine needs and prepare for expected operations.
- Coordinate provision of logistical support with the EOC Director.
- Prepare required reports identifying the activities performed by the Logistics Section.
- Determine the city's logistical support needs and plan for both immediate and long-term requirements.
- Maintain proper and accurate documentation of all actions taken and all items procured to ensure that all required records are preserved for future use for CalOES and FEMA filing requirements.

## Logistics Section Chief Position Checklist

*Please read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Ensure the logistics function is carried out in support of the Emergency Operations Center (EOC). This function includes providing communication services, resource tracking, acquiring equipment, supplies, personnel, facilities, and transportation services as well as arranging for food, lodging, and other support services to the EOC and its supporting facilities.
- 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 EOCs within the jurisdiction.
- Keep the EOC Director informed of all significant issues relating to the Logistics Section.
- Supervise the Logistics Section.
- 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 Branch and Unit Leaders for each element per the EOC Organization Chart.
- Mobilize sufficient Section staffing for 24-hour operations.
- Establish communications with Logistics Sections in activated DOCs within the jurisdiction.
- Advise Logistics Section Branches and Units to coordinate with appropriate branches in the Operations Section to prioritize and validate resource requests from activated DOCs within the jurisdiction. 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 Section Chief and determine level of purchasing authority for the Logistics Section.
- Assist Branch and Unit Leaders in developing objectives for the section as well as plans to accomplish their objectives within the first operational period, or in accordance with the Action Plan.
- Provide periodic Section Status Reports to the EOC Director.
- Adopt a proactive attitude, thinking ahead and anticipating situations and problems before they occur, especially regarding the acquisition, movement, and deployment of resources.
- 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 transportation requirements, in support of response operations, are met.
- Ensure that all requests for facilities and facility support are addressed.
- Maintain unit/activity log.

## IT Unit Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Provide desktop support services to EOC.
- Ensure all desktop and printer hardware is fully functional, coordinating with hardware vendors where necessary to obtain in-warranty support.
- Install desktop hardware.
- Ensure latest desktop images are ready, available and installed on all supported desktops.
- Ensure available images have the latest security updates and software versions installed.
- Provide desktop support and troubleshooting activities as necessary in EOC.
- Keep team members informed of developments, bringing up to speed at shift changes.
- Perform post-mortem from incident management reports and submit reports to designated EOC contact.
- Monitor and maintain Anti-Virus service to assure client servers and desktops are protected from virus, spyware/grayware.
- Monitor and maintain shared file and print servers to assure file and print services are available.
- Monitor and maintain backup service to assure servers and files are being backed up and recoverable.
- Maintain adequate documentation of systems and services supporting EOC activations.

## Telecommunications Unit Position Checklist (Telephones, Network, Internet, Email)

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Ensure that all necessary voice and data communications lines remain operational.
- Monitor and maintain network devices to assure LAN connectivity and Internet access
- Monitor and maintain servers to assure network authentication services are available.
- Monitor and maintain Email servers to assure email service is available.
- Monitor and maintain telephone service support for end-users.
- Maintain adequate documentation of systems and services supporting EOC activations.
- Attend any necessary EOC Operations training as recommended from EOC staff.
- Ensure that all user requests and/or service incidents are maintained
- Keep EOC personnel informed of the status of communications systems.
- Review and update procedures for supported systems as needed or as requested by EOC staff.
- Perform post-mortem from incident management reports and submit reports to designated EOC contact.

## Facilities Branch Position Checklist

*Please read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Ensure that adequate essential facilities are provided for the response effort, including securing access to the facilities and providing staff, furniture, supplies, and materials necessary to configure the facilities in a manner adequate to accomplish the mission.
- Ensure acquired buildings, building floors, and/or workspaces are returned to their original state when no longer needed.
- Supervise the Facilities Branch.
- Work closely with the EOC Coordinator and other sections in determining facilities and furnishings required for effective operation of the EOC.
- Coordinate with branches and units in the Operations Section to determine if assistance with facility acquisition and support is needed at the field level.
- Arrange for continuous maintenance of acquired facilities, to include ensuring that utilities and restrooms are operating properly.
- If facilities are acquired away from the EOC, coordinate with assigned personnel and designate a Facility Manager.
- Develop and maintain a status board or other reference which depicts the location of each facility, a general description of furnishings, supplies, and equipment at the site, hours of operation, and the name and phone number of the Facility Manager.
- As facilities are vacated, coordinate with the Facility Manager to return the location to its original state. This includes removing and returning furnishings and equipment, arranging for janitorial services, and locking or otherwise securing the facility.
- Keep the Logistics Section Chief informed of significant issues affecting the Facilities Branch.
- Maintain unit/activity log.

## Procurement Branch Position Checklist

*Please read entire position checklist before taking any action!*

- Review Common responsibilities – All Personnel.
- Oversee the procurement and allocation of supplies and material not normally provided through mutual aid channels.
- Coordinate delivery of supplies and material as required through the Logistics section.
- Supervise the Procurement Branch.
- Determine procurement spending limits. Obtain a list of pre-designated emergency purchase orders as required in coordination with the Finance Section, Fiscal Unit.
- In conjunction with the Resource Tracking Unit, maintain a status board or other reference depicting procurement actions in progress and their current status. For Example:
  - ✓ resources readily available
  - ✓ resource requests
  - ✓ status of shipments
  - ✓ priority resource requirements
  - ✓ shortfalls
- Determine if the procurement item can be provided without cost from another jurisdiction or organization within the jurisdiction.
- 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 Section before the order can be completed.
- Keep the Finance Section Chief informed of significant issues affecting the Procurement Branch.
- Maintain unit/activity log.

## Feeding Unit Position Checklist

*Please read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Determine feeding requirements for the EOC and supporting facilities.
- Complete menu planning including determining the required catering options and food distribution facilities.
- Provide water and general maintenance of the food service areas.
- In conditions wherein food preparation is conducted relative to the response scenario, direct food preparation including serving.
- Determine location of working assignment of catering and service staff at the EOC and supporting facilities.
- Determine method of feeding to best fit each situation.
- Obtain necessary equipment and supplies to operate food service facilities.
- Set up food unit equipment.
- Prepare menus to ensure personnel of well-balanced meals, appropriate snacks and an adequate supply of drinks available.
- Ensure that sufficient water is available to meet all personnel needs.
- Ensure that all appropriate health and safety measures are taken.
- Supervise all food unit personnel.
- Keep inventory of food on hand, and check in food orders.
- Provide Procurement Branch with food supply orders.
- Keep the Logistics Section Chief informed of significant issues affecting the Food Unit.
- Maintain unit/activity log.

## Personnel Branch Position Checklist

*Please read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Provide personnel resources as requested in support of the EOC, DOC and Field Operations.
- Identify, recruit, track and register volunteers as required.
- Develop an EOC organization chart.
- Supervise the Personnel Branch.
- In coordination 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.
- Coordinate with the Liaison Officer and Safety Officer to ensure that all EOC staff, including volunteers, receive a current situation and safety briefing upon check in.
- Establish communications with volunteer agencies and other organizations that can provide personnel resources.
- Coordinate with the Butte OA EOC to activate the Emergency Management Mutual Aid System (EMMA) if approved by the Logistics Section Chief, and **ONLY AFTER REQUESTED BY THE EOC DIRECTOR**.
- Process all incoming requests for personnel support. Identify the number of personnel, special qualifications or training, reporting location, 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.
- Maintain a status board or other reference to keep track of incoming personnel resources.
- Coordinate with the Liaison Officer and Security Officer to ensure access and proper direction for responding personnel upon arrival at the EOC.
- To minimize redundancy, coordinate all requests for personnel resources from the field level, or from activated DOCs within the jurisdiction, 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 a mental health specialist as needed.
- Arrange for childcare, eldercare, and pet care services for EOC personnel as required.
- Keep the Logistics Section Chief informed of significant issues affecting the Personnel Branch.
- Maintain unit/activity log.



## Transportation Branch Position Checklist

*Please read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Coordinate with Fire and Law on road closures and traffic light outage information to the EOC.
- Ensure that current road closures and traffic signal outage information is displayed in the EOC.
- Participate in evacuation route planning, transportation routes and resources to support operations.
- Coordinate transportation related resource needs with other operations units to include heavy equipment resources.
- Coordinate with the Butte OA EOC for highway status with Cal Trans and CHP.
- Based on the situation, staff the branch to perform the following functions:
  - Road closure and traffic light outage coordination
  - DOC/field coordination
  - Light and heavy equipment transportation resources
- Warn the Branch Chief immediately when the emergency situation escalates or there is a critical situation occurring.
- Coordinate transportation resources to support evacuation.
- Assist with resource management by tracking transportation resources used in the response, or sent/received as mutual aid.
- Maintain unit/activity log.

### **Purpose**

The Finance Section is responsible to organize and operate the finance and administration actions for the EOC; arrange for emergency purchasing and financing of resources and services; participate in development and implementation of the EOC Action Plan; and activate and supervise the Finance Section staff.

When fully activated the section may include the positions shown in the organizational chart above. If staffing is not available for each position, the duties assigned to the unfilled position are the responsibility of the Finance Section Chief.

### **Objectives**

To carry out its responsibilities, the Finance Section will accomplish the following objectives during a disaster:

- Determine the extent to which the city's financial systems are accessible and/or usable.
- Determine if the city's bank can continue handling financial transactions.
- Maintain to the extent possible the financial continuity of the city (payroll, payments and revenue collection).
- Disseminate information about the disaster accounting process to other sections and departments as necessary.
- Upon declaration of a disaster by the state and/or federal governments, coordinate with disaster agencies to initiate the recovery of city costs.
- Coordinate with the other sections and departments the collection and documentation of costs pertaining to the disaster/emergency both for cost recovery purposes and to ensure prompt vendor payments.
- Coordinate with disaster assistance agencies and the impacted city departments for the required inspections, documentation, audits and other necessary work in order to recover costs.

## Finance/Administration Section Chief Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Ensure that all financial records are maintained throughout the event or disaster.
- Ensure that all on-duty time is recorded for each person staffing the EOC.
- Ensure that all on-duty time sheets are collected from Field Level Supervisors or Incident Commanders and their staff, who are assigned within the jurisdiction.
- Ensure that there is a continuum of the payroll process for all city employees responding to the event or disaster.
- Determine purchase order limits for the procurement function.
- Ensure that workers' compensation claims, resulting from the response to the event or disaster by employees, are processed within a reasonable time, given the nature of the situation.
- Ensure that all travel and expense claims are processed within a reasonable time, given the nature of the situation.
- Provide administrative support to the EOC Sections as required, in coordination with the Personnel Unit.
- Activate units within the Finance Section as required and monitor section activities continuously and modify the organization as needed.
- Ensure that all recovery documentation is accurately maintained during the response and submitted on the appropriate forms to FEMA and/CalOES. (See Part IV of the EOP)
- Supervise the Finance Section.
- Ensure that the Finance Section is set up properly and that appropriate personnel, equipment, and supplies are in place.
- Based on the situation, activate units within the Section as needed and designate unit leaders for each element per the EOC Organization Chart.
- Ensure that sufficient staff is available for a 24-hour schedule, or as required.
- Ensure there is coordination with all activated DOCs for the purpose of gathering and consolidating response cost estimates and other related information.
- Meet with the Logistics Section Chief and review financial and administrative support requirements and procedures. Determine the level of purchasing authority.
- In coordination with Unit Leaders, determine the initial Action Planning objectives operational periods.
- Adopt a proactive attitude, thinking ahead and anticipating situations and problems before they occur. If there is any indication that the jurisdiction can no longer support the costs of the response and/or recovery, the EOC Director needs to be informed immediately.
- Ensure that Finance position logs and other necessary files are maintained.
- Ensure that displays associated with the Finance Section are current and that information is posted in a legible and concise manner.
- Participate in all Action Planning meetings.
- Keep the EOC Director, General Staff, and individual city departments aware of the current fiscal situation and other related matters, on an on-going basis.

- Ensure the Cost Recovery Unit maintains all financial records throughout the event or disaster.
- Ensure the Time Keeping Unit tracks and records all agency staff time.
- Ensure departments are coding their time correctly in accordance with the specific SOPs for disaster cost tracking.
- Ensure that the Procurement Unit processes purchase orders and develops contracts in a timely manner.
- Ensure that the Compensation and Claims Unit processes all workers' compensation claims resulting from the disaster, in a reasonable time frame, given the nature of the situation.
- Ensure that the Time Keeping Unit processes all time sheets and travel/expense claims promptly through city budget and payroll office.
- Ensure that the Finance Section provides administrative support to other EOC Sections as required.
- Maintain unit/activity logs.

## Cost Recovery Unit Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Collect and maintain documentation of all disaster information for reimbursement from FEMA and CalOES.
- Coordinate all fiscal recovery with responding disaster assistance agencies.
- Prepare and maintain a cumulative cost report for the event or disaster. Be sure to provide this at least once a shift to the Situation Status Unit.
- Supervise the Cost Recovery Unit and ALL recovery operations.
- In coordination with the finance office, compute costs for use of equipment and facilities owned, rented, donated, or obtained through mutual aid.
- Obtain information from the Resources Unit regarding equipment use times.
- Ensure that each section is documenting cost recovery information from the onset of the event or disaster or collect required cost recovery documentation daily, at the end of each shift.
- Meet with the Documentation Unit in Planning and review EOC position logs, journals, all Status Reports, and Action Plans to determine additional cost recovery items that may have been overlooked.
- Act as the liaison for the jurisdiction with the disaster assistance agencies, to coordinate the cost recovery process.
- Prepare all required state and federal documentation as necessary to recover all allowable disaster response and recovery costs.
- Prepare and maintain a cost report for the Finance Chief, EOC Director, and Elected/Executive representatives. The report should provide cumulative analyses, summaries, and total expenditures for the jurisdiction (for information purposes).
- Organize and prepare records for final audit.
- Maintain unit/activity log.

## Fiscal Unit Position Checklist

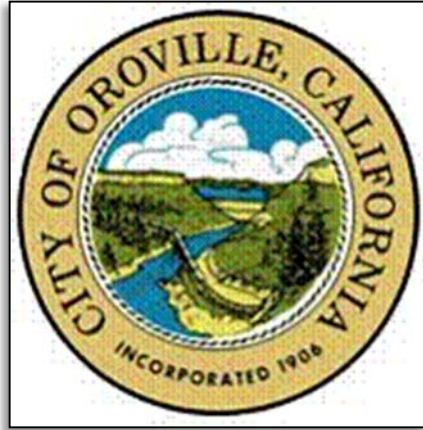
*Please read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Coordinate vendor contracts, not previously addressed by existing approved vendor lists.
- Coordinate with the Procurement Unit in Logistics on all matters involving the need to exceed established purchase order limits.
- Document and track all EOC staff time in coordination with the Personnel Branch in Logistics.
- Supervise the Fiscal Unit.
- Establish and maintain position logs and other necessary files.
- Review and be familiar with the emergency purchasing procedures.
- Prepare and sign contracts as needed and obtain concurrence from the Finance/Administration Section Chief, per existing policy and procedures.
- Ensure that all contracts identify the scope of work and specific site locations.
- Negotiate rental rates not already established, or purchase price with vendors as required.
- Warn vendors as necessary, regarding unethical business practices, such as inflating prices or rental rates for their merchandise or equipment during disasters. There are both state and federal penalties for price gouging during disasters.
- Finalize all agreements and contracts, as required.
- Complete final processing and send documents to Finance Department for payment.
- Verify costs data in the pre-established vendor contracts and/or agreements.
- In coordination with the Logistics Section, ensure the purchase orders are completed in a timely manner.
- Keep the Finance/Administration Section Chief informed of all significant issues involving the Fiscal Unit.

## Compensation and Claims Unit Position Checklist

*Read entire position checklist before taking any action!*

- Review Common Responsibilities – All Personnel.
- Oversee the investigation of injuries and property/equipment damage claims involving the jurisdiction and arising out of the event or disaster.
- Complete all forms required by Workers' Compensation program and the jurisdiction.
- Maintain a file of injuries and illnesses associated with the event or disaster, which includes results of investigations.
- Supervise the Compensation and Claims Unit.
- Maintain a chronological log of injuries and illnesses, and property damage reported during the event or disaster.
- 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 existing Policy and Procedures.
- Coordinate with the Safety Officer regarding the mitigation of hazards.
- Keep the Finance Chief informed of significant issues affecting the Compensation and Claims Unit.
- Forward all equipment or property damage claims to the Cost Recovery Unit.
- Maintain unit/activity logs.



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# Continuity of Operations Continuity of Government **Annex B** City of Oroville



**Table of Contents**

INTRODUCTION ..... 3  
    Purpose ..... 3  
CONTINUITY OF GOVERNMENT (COG)..... 3  
    Preservation of Local Governments - Succession of Local Officials/City Council ..... 4  
    Director of Emergency Services ..... 4  
    Department Heads..... 5  
    Temporary Seat of Government ..... 5  
PRESERVATION OF VITAL RECORDS ..... 6  
    Preservation Methods ..... 6  
    Security Measures Used to Protect Essential Records..... 7  
CONTINUITY OF OPERATIONS (COOP) ..... 8  
    Essential Functions..... 8  
ANNEX MAINTENANCE ..... 8

## INTRODUCTION

The City of Oroville, as a jurisdiction within Butte County government, is responsible for essential functions, such as public safety, public health, public works, and for protecting its citizens, staff, visitors and businesses. The city must be prepared to conduct emergency operations to respond to emergencies, as well as to support the city's own functions during emergencies, and especially during catastrophic events that may severely impact the citizenry and its populace.

*Continuity of Government* (COG) is defined as the preservation, maintenance, or reconstitution of the civil government's ability to carry out its constitutional responsibilities during a time of emergency or disaster. This effort typically involves

- Succession of Leadership;
- Pre-delegation of emergency authority
- Devolution Strategy

*Continuity of Operations* (COOP) is defined as an effort within individual departments to ensure continuity of minimum Essential Functions across a wide range of emergencies and events. Essentially, it is the capability of maintaining the business of government under all eventualities. This effort typically involves

- The identification and prioritization of each department's Essential Functions;
- The identification of Critical Resources that support Essential Functions;
- Personnel Protection;
- Activation, Organization and Responsibilities;
- Alternate Locations; and
- Succession and Delegation of Authority.

Most specifically, the COG refers to activities that support the continuance of constitutional government, such as providing for legislative activities, elected officials convening to complete constitutionally required activities, and command of emergency operations and recovery, while the COOP refers to activities that support the continuance of the governmental operations.

### Purpose

The purpose of this annex is to support the City of Oroville's Emergency Operations Plan and to document the strategy for the city's response to emergencies that involve the activation and the implementation of activities in response to a disaster or emergency that impacts the operations and governmental functions of the city. Focus areas within this annex includes the continuity of essential functions of the city's Departments and details the orders of succession for key positions within the city government.

## CONTINUITY OF GOVERNMENT (COG)

Government at all levels is responsible for providing continuous, effective leadership and authority under all aspects of emergency services operations (preparedness, response, recovery, and mitigation). Under California's concept of mutual aid, local officials remain in control of their jurisdiction's emergency operations while additional resources may be provided by others upon request. A key aspect of this control is to be able to communicate official requests, situation reports, and emergency information throughout any disaster a community might face.

**Preservation of Local Governments - Succession of Local Officials/City Council**

Sections 8635 through 8643 of the California Government Code:

- Furnish a means by which the continued functioning of political subdivisions can be assured by providing for the preservation and continuation of local government in the event a State of Emergency or Local Emergency is declared.
- Authorize political subdivisions to provide for the succession of officers (department heads) having duties related to law and order and/or health and safety.
- Under Article 15, the duties of a governing body during emergencies include ascertaining the damage to the jurisdiction and its personnel and property, reconstituting it and any subdivision, and performing functions in preserving law and order and furnishing local services.
- Authorize governing bodies to designate and appoint three standby officers for each member of the governing body and three standby officers for the Chief Executive, if not a member of the governing body. Standby officers may be residents or officers of a political subdivision other than that to which they are appointed. Standby officers take the same oath as regular officers and are designated number 1, 2, and 3.
- Authorize standby officers to report ready for duty in the event of a State of Emergency, or Local Emergency at the place previously designated.
- Authorize local governing bodies to convene as soon as possible whenever a State of Emergency, or Local Emergency exists, and at a place not within the political subdivision. Authorize that, should all members, including all standbys, be unavailable, temporary officers shall be appointed as follows:
  - By the Chairperson of the Board of Supervisors in which the political subdivision is located, and if they are unavailable; then
  - By the Chairman of the Board of supervisors of any other county with 150 miles of the political subdivision, beginning with the nearest and most populated county and going to the farthest and least populated; then
  - By the mayor of any city within 150 miles (nearest and most populated down to farthest and least populated).

**Director of Emergency Services**

A successor to the position of Director of Emergency Services is appointed by the City Council. The succession occurs:

- Should the director be unavailable or unable to serve, the positions listed below, in order, shall act as the Director of Emergency Services.
  - First Alternate: Public Safety Director / Finance Director
  - Second Alternate: Deputy Fire Chief / Assistant Chief of Police
  - Third Alternate: Senior Battalion Chief / Senior Police Lieutenant

- Should these positions be unavailable or unable to serve, the individuals who hold permanent appointments to the following positions in the city will automatically serve as acting director in the order shown. 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.

#### **Department Heads**

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.

- The alternates to key positions in units of the emergency organization are shown in appropriate staff, service, or division annexes of this operations plan.
- The lines of succession list to key positions in the regular departments and agencies of the City of Oroville government are shown in executive or administrative orders (or the equivalent) issued by department or agency authorities.

#### **Temporary Seat of Government**

Section 23600 of the California Government Code

This code specifies that the Board of Supervisors 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, and additional seats may be designated subsequent to the original site designations if circumstances warrant.

The primary seat of government site for the City of Oroville will be:

#### **City Council Chambers at City Hall**

1735 Montgomery Street  
Oroville, CA 95965

#### **Alternate sites can include:**

#### **Arlin Rhine Community Building (Primary)**

1931 Arlin Rhine Drive  
Oroville, CA 95965-3303

#### **Southside Community Center (Secondary)**

2959 Lower Wyandotte Road  
Oroville, CA 95966

## PRESERVATION OF VITAL RECORDS

Preservation of vital records of the City of Oroville is critical to conducting emergency operations in the event of a disaster and to restoring the day-to-day operations of the city following a disaster. In addition, certain records contain information that document and protect the rights and interests of individuals and government. These latter records must also be protected and preserved.

In the City of Oroville, the City Administrator's office is responsible for the preservation and protection of vital records per the City Municipal Code. Each department within the city will identify, maintain, and protect its vital records.

Typically vital records comprise of a small percentage of all the records of the city government and meet one or more of the following criteria:

1. Records necessary to conduct emergency operations may include the following categories:
  - Utility system maps
  - Locations of emergency supplies and equipment
  - Emergency operations plans and procedures
  - Lists of regular and auxiliary personnel
  
2. Records required to restore day-to-day city operations include the following categories:
  - Constitutions and charters
  - Statutes
  - Ordinances
  - Resolutions
  - Court records
  - Official proceedings
  - Financial reports
  
3. Records necessary for the protection of rights and interests of individuals and government, which may include the following categories:
  - Vital statistics and records by the City Administrator
  - Land and tax records
  - License registers
  - Articles of incorporation

Currently, vital records for the City of Oroville are routinely stored within City Hall, located at 1735 Montgomery Street in Oroville. The alternate storage location is: To be determined at a later date.

### Preservation Methods

The first step in preserving essential city records is to identify the source, location, and department to which is designated as the official record holder for these record. Vital records typically appear on an approved records retention schedule for each city department.

Each department typically maintains the approved records retention schedules. The schedules should be among the first documents reviewed in restoring city operations following the occurrence of a disaster.

Current back-up and preservation methods for city records and vital information within the City Administrator's office include:

- All records are backed up on tape nightly and placed in a fire proof box and sent to an offsite facility on a monthly basis;
- All records are backed up to disk (in-house) weekly and any changes are backed up to disk nightly; and
- All records are backed up to microfilm.

Additionally, each city department is responsible for managing the back-up and preservation of their vital and essential records.

#### **Security Measures Used to Protect Essential Records**

Essential city records may be protected at any point in the life cycle (e.g., from creation to final disposition). As the designated responsible position, the City Clerk may assist departments in identifying and planning the appropriate methods of protecting such records. The department will determine the appropriate method of managing the essential records, including:

1. Determining the appropriate time and methods of protection, including the resources of department(s) and other factors unique to the department(s).
2. Acceptable methods of preserving essential records may include the following methodologies:
  - Media – whether to store materials as hard copy, microfiche, disk, CD etc.
  - Dispersal – maintaining records in two different city facilities/departments.
  - Duplication – essential records are duplicated on a scheduled basis and held for the purpose of reconstructing such records at any time, with the least amount of effort and cost.
  - On-site storage – essential records are stored on-site in fire resistant containers, file cabinets, safes, vaults, and or fire rooms designed for preservation of vital records.
  - Off-site storage – stored off-site in facilities specifically designed to preserve and make available such records when needed. These may be commercial sites.
3. Current Storage Facilities
  - If an emergency threatens the safety of the city's essential records, they will be relocated to an alternate facility by the department that is responsible for the records.
  - As departments create records, documents considered essential city records will be identified and preserved by the methods indicated above. Records from other departments are backed-up and stored as determined by the Department Director.

4. City archives:

The City of Oroville has also established an archive for the preservation and permanent retention of documents and information of historic value. The archive is specifically designed to store vital city records, and contains records that may serve the following purposes:

- Protect the rights of individuals and government.
- Document the development of the city, its organization structure and decisions made by its governing body.
- Such records may, therefore be used to restore city operations following disasters and documenting actions of the government body and from other information contained in the archives.
- The city archive includes, but is not limited to the historical records for the city.

## CONTINUITY OF OPERATIONS (COOP)

It is the responsibility of all city officials, elected and appointed, to ensure the survival and continuity of government operations. This includes the maintenance of essential services during emergencies, as well as timely recovery and restoration of government functions following a disaster. The public can only be served if government is able to respond and support community needs during emergencies.

### Essential Functions

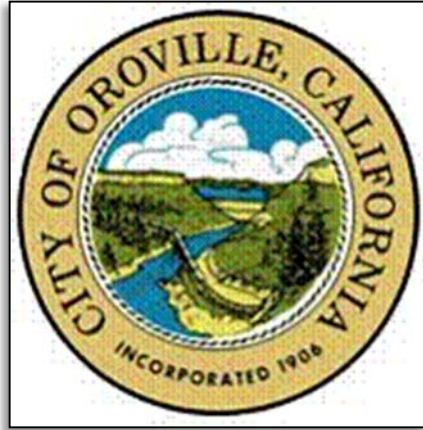
From the standpoint of identifying essential functions of City of Oroville government, the following represents general areas of primary service that should be maintained:

- Public Safety (law enforcement, fire suppression, emergency rescue, EMS, hazmat, emergency management, public health)
- Critical Infrastructure (roads, water systems, sewer and sanitation, communications)
- Public Functions (vital records, funding disbursement)
- Critical Administrative Functions (Payroll, Human Resources, Information Technology, Finance, Public Works, Social Services).

Each city department is responsible for the development of a plan for the continuance of essential government functions during major emergencies. Each departmental plan becomes a supporting document for City of Oroville Continuity of Operations (COOP) plan and should be reviewed regularly, tested periodically and evaluated as to efficacy and appropriateness.

## ANNEX MAINTENANCE

The City of Oroville Emergency Services Coordinator in collaboration with City Administration will update, revise and record any revisions of this Continuity of Operations/Continuity of Government Annex.



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# Communications and Warning **Annex C**

City of Oroville



**Table of Contents**

INTRODUCTION ..... 3

    Purpose ..... 3

    Communications ..... 3

    Warning ..... 3

COMMUNICATIONS SYSTEMS ..... 3

    Expectations of Use ..... 3

COMMUNICATIONS SYSTEM VULNERABILITIES ..... 3

    General ..... 3

    Warning ..... 4

FEDERAL ALERT AND WARNING SYSTEMS ..... 4

    Emergency Alert System (EAS) ..... 4

    National Warning System (NAWAS) ..... 4

STATE ALERT AND WARNING SYSTEMS ..... 5

    California Warning System (CALWAS) ..... 5

    California Emergency Services Radio System (CESRS) ..... 5

    California Law Enforcement Telecommunications System (CLETS) ..... 5

    Emergency Digital Information System (EDIS) ..... 6

    Operational Area Satellite Information System (OASIS) ..... 6

    California Health Alert Network (CAHAN) ..... 7

LOCAL/OPERATIONAL AREA ALERT AND WARNING SYSTEMS ..... 7

    Local Alerting and Warning System ..... 7

    Emergency Alert List ..... 7

    Law Enforcement Network ..... 8

    Public Health and Social Services Network ..... 8

    Emergency Notification ..... 8

OTHER WARNING DEVICES AND SYSTEMS ..... 9

    Social Media ..... 9

    Local Radio and Television Stations ..... 9

    Communications Management ..... 9

ANNEX MAINTENANCE ..... 9

## INTRODUCTION

Essential to all emergency organizations is an effective communications capability to support emergency operations. The magnitude of a particular emergency situation will determine the degree to which communications systems are used. Communications systems are relied upon to be used for direction/coordination of emergency operations, alerting and warning government and the public, and provide advice and instructions to the public.

### **Purpose**

#### **Communications**

This annex describes the processes for providing reliable and effective communications among organizations participating in an emergency operation and outlines communications procedures and facilities by which the emergency missions and functions of the operations plan will be carried out in an emergency.

#### **Warning**

This annex describes the system that provides reliable, timely, and effective warnings to the public at the onset and throughout a disaster and outlines warning procedures to inform the public of any highly probable and/or immediate danger.

## COMMUNICATIONS SYSTEMS

### **Expectations of Use**

Generally, in a wide-spread disaster, communications used daily by most departments, particularly public safety departments, will be used as well for intra-jurisdictional communications. These departments will also be expected, at least initially, to operate from their day-to-day offices and headquarters. Departments requiring personnel augmentation to properly staff their facilities should request assistance through the Logistics Section/Personnel Unit at the City EOC. Emergency procurements of communications-related equipment/supplies should also be handled through the Logistics Section/Procurement Unit of the EOC.

All communications personnel must familiarize themselves with protective measures and countermeasures to employ that minimize the risk of outages or failures caused by elements of a disaster or emergency.

The City of Oroville Emergency Management Organization (EMO) has a radio system installed in the EOC that supports and coordinates communication between on and off scene personnel. Typically, communications is conducted via cell phone. The interoperable communication plan for City of Oroville is the Butte County Operational Area Tactical Interoperable Communications Plan (TICP).

## COMMUNICATIONS SYSTEM VULNERABILITIES

### **General**

Telecommunications systems are composed of many subsystems, each may be interdependent or interconnected. A radio network, for example, may use a combination of telephone lines, microwave circuits, satellite interfaces, underground and overhead cables, and secondary radio paths. The failure of any one link in this chain can effectively disable or severely limit a large portion of the system.

Communications systems may be overloaded or even rendered inoperable in an emergency. Telephone communications may be overloaded by calls within or into affected areas. The situation may be further complicated by physical damage to equipment, loss of electrical power and subsequent failure of some auxiliary sources. Loss of emergency power has been the primary cause of communications failure in past disasters. Poor installation practices and inadequate preventative maintenance of backup power sources can contribute to the high failure rate. Scarcity of primary fuels during an emergency or disaster situation for back-up systems (gasoline, natural gas, and diesel) may limit viability of surviving communications sites.

In situations arising from a radiological incident or detonation, high intensity, short duration electromagnetic pulse (EMP), may cause damage or malfunctions to unprotected electrical and electronic systems. EMP damage can occur instantaneously over very large areas. All communications equipment is susceptible to damage or destruction by EMP, including broadcast stations, radios, televisions, car radios, and battery-operated portable radios.

## **Warning**

Warning is the process of alerting governmental forces and the general public to the threat of imminent extraordinary danger. Dependent upon the nature of the threat and the population group at risk, warning can originate at any level of government.

Success in saving lives and property is dependent upon timely dissemination of warning and emergency information to persons in threatened areas. Local government is responsible for warning the populace of the jurisdiction. Government officials accomplish this using warning devices located within the community or mounted on official vehicles. The warning devices are normally activated from a point staffed 24 hours a day.

There are various mechanical systems in place, described below, whereby an alert or warning may originate or be disseminated. Following the description of the systems is an explanation of the "Emergency Conditions and Warning Actions" depicted at the federal, state and local levels through which these systems may be accessed.

## **FEDERAL ALERT AND WARNING SYSTEMS**

### **Emergency Alert System (EAS)**

The Emergency Alert System (EAS) is a network of public broadcast stations and interconnecting facilities that have been authorized by the FCC to operate in a controlled manner during a state of public peril or disaster, or other large scale emergency. The system's main purpose is to provide the President and federal government officials the means by which to transmit emergency communications to the public. It may also be used for local, state and other national programming for public information on situations posing a threat to life and/or property.

### **National Warning System (NAWAS)**

The National Warning System (NAWAS) is a nationwide wire-line communications 2-way voice system connecting subscribing emergency management organizations and designed primarily to warn of a nationwide attack. It may also be used for coordination and communications for major peacetime emergencies.

## STATE ALERT AND WARNING SYSTEMS

### **California Warning System (CALWAS)**

The California Warning System (CALWAS) is the state portion of NAWAS that extends to communications and dispatch centers throughout the state. CalEMA headquarters ties into the federal system through the Warning Center in Sacramento. Circuits then extend to county warning points. The California Highway Patrol headquarters in Sacramento is the state's alternate warning point. Both state and federal circuits are monitored 24 hours a day at the Warning Center, the alternate point and each of the local warning points. Counties not on this system will receive warning through other means (normally over the California Law Enforcement Telecommunications System [CLETS]).

### **California Emergency Services Radio System (CESRS)**

The California Emergency Services Radio System (CESRS) serves as an emergency communications system for CalEMA and county emergency services organizations. The system assists in the dissemination of warning information and to support disaster and emergency operations. The system may be used on a day-to-day basis for administrative emergency services business. Statewide communications are provided through a number of microwave interconnected mountain top relays. It operates under appropriate FCC rules and regulations and is administered by CalEMA.

### **California Law Enforcement Radio System (Inter-agency Radio) (CLERS)**

The California Law Enforcement Radio System (CLERS) is a microwave interconnected radio repeater system with statewide coverage. It may also have been referred to locally as Inter-agency Radio. This system was designed for use by law enforcement agencies for point-to-point communications and to provide a backup warning system to all counties in the state. CalEMA provides and maintains the statewide repeater system and microwave network for use by law enforcement agencies. System users are responsible for providing their own base station equipment and obtaining proper licensing from the FCC. CLERS participation is voluntary, and many agencies no longer maintain the equipment; however the City of Oroville Police Department participates in CLERS.

### **California Law Enforcement Telecommunications System (CLETS)**

The California Law Enforcement Telecommunications System (CLETS) is a high-speed message switching system which became operational in 1970. CLETS provides law enforcement and criminal justice agencies access to various data bases and the ability to transmit and receive point-to-point administrative messages to other agencies within California or via the National Law Enforcement Telecommunications System (NLETS) to other states and Canada. Broadcast messages can be transmitted intrastate to participating agencies in the Group Bulletin Network and to regions nationwide via NLETS. The state provides the computer hardware, switching center personnel, administrative personnel, and the circuitry to one point in each county. The local departments provide the circuitry and equipment which link them to their county termination point. A number of departments have message switching computer (MSC) systems and computer aided dispatch (CAD) systems which directly connect to CLETS. The CLETS terminal in the City of Oroville is housed at the Oroville Police Department.

### **Emergency Digital Information System (EDIS)**

The Emergency Digital Information System (EDIS) provides local departments and state agencies with a direct computer link to the news media and other departments during emergencies. EDIS supplements existing emergency public information systems such as the Emergency Alert System. By combining existing data Input Networks with a digital radio Distribution System, EDIS gives authorized agencies a direct data link to the news media and other agencies.

The main purpose of EDIS is to distribute official information to the public during emergencies. However, a system that is not used day-to-day will not be used with confidence during an emergency. Therefore, certain non-emergency uses of EDIS are permitted so long as they do not interfere with more urgent transmissions.

EDIS may be used to transmit information in the following categories, listed in priority order:

- FLASH - Alerts and warning of immediate life-safety value to members of the public.
- NEWS - Information of immediate benefit to the public. Releases in this category may include reports of unusual natural, social or technological events; notices of government activities requiring specific action by members of the public; road and traffic information and instructions for those affected by an emergency.
- INFO - Advisory messages for coordination between government and the news media. Topics might include: times and locations of news briefings, schedules for media tours of emergency scenes, "pool coverage" arrangements, airspace restrictions.
- TEST - Transmissions to verify operation of equipment and for training of originating personnel.

Senders of EDIS messages should bear in mind that almost anyone can obtain the equipment to receive EDIS messages. Confidential or sensitive information should never be transmitted over EDIS.

### **Operational Area Satellite Information System (OASIS)**

The Operational Area Satellite Information System (OASIS) project, funded under the Earthquake Hazards Reduction Act of 1986, was established to create the most robust communications system possible using leased transponder space from commercial satellite operators. The result is the establishment of a system which allows virtually un-interruptible communication between state, regional and operational area level EOCs.

OASIS is a system that consists of a communications satellite, multiple remote sites and two hubs. The satellite is in a stationary or geo-synchronous orbit above the earth's equator. A high frequency (HF) radio system and a satellite communications network were constructed to link all 58 counties with CalEMA and other state agencies for disaster communications as well as day-to-day traffic. The system, which uses technology similar to cellular telephones, has more than 800 phone lines statewide.

The equipment necessary for the remote sites includes a six-foot diameter dish antenna using Very Small Aperture Terminal or VSAT technology. These sites were originally set up by CalEMA and are capable of conducting eight simultaneous voice conversations and one data channel at DSL speed.

The final components are the hubs. The hubs are large external dish antennas and a network control station which is managed by CalEMA personnel. The hubs provide access control for the system and can control all 58 Operational Areas and 15 transportables. CalEMA personnel will use the hubs to define the network, detect trouble and serve as an emergency alert network for other CalEMA personnel.

### **California Health Alert Network (CAHAN)**

The California Health Alert Network (CAHAN) is the State of California's web-based information and communications system available on a 24/7/365 basis for distribution of health alerts, dissemination of prevention guidelines, coordination of disease investigation efforts, preparedness planning, and other initiatives that strengthen state and local preparedness. CAHAN participants have the ability to receive alerts and notifications via alphanumeric pager, e-mail, fax, and phone (cellular and landline).

The City of Oroville does not receive CAHAN alerts as they are not part of the program; however they receive information from Butte County OEM and the Department of Public Health.

## **LOCAL/OPERATIONAL AREA ALERT AND WARNING SYSTEMS**

### **Local Alerting and Warning System**

City public safety departments (Police and Fire) have the primary responsibility in alerting and warning the public, with assistance from the city Public Information Officer (PIO), as deemed necessary. Alerting and warning the public may be accomplished through the Emergency Alert System (EAS), special broadcasts, or simply driving up and down the streets using the public address system.

Examples of emergencies identified by the City of Oroville which may warrant either immediate or delayed response under EAS by the broadcast industry are severe weather, widespread power failures, severe industrial accidents, hazardous material accidents, agricultural and transportation incidents, serious fires and earthquakes. The context of any emergency broadcast transmitted on EAS should be of concern to a significant segment of the population of the City of Oroville.

The City Administrator, while not the originator of the EAS material, is responsible for the content and authenticity of the information broadcast over the local EAS. Local broadcast stations have the right to edit or use any or all of an EAS broadcast. Any jurisdiction within the county may make separate programming arrangements with any broadcast station independent of the EAS.

### **Emergency Alert List**

The Emergency Alert List is to be activated and implemented when an emergency or disaster affects the City of Oroville and poses a major threat to life, property, and/or the environment. The list will only be activated when directed by the City of Oroville Director of Emergency Services, the Deputy Directors of Emergency Services, or the Incident Commander when a disaster occurs or threatens to occur within city limits.

Once an activation is requested and properly authorized, the City of Oroville Emergency Operations Center personnel will implement the Emergency Alert List. Notifications and alerts begin with the Director of

Emergency Services. If the Director cannot be reached, his/her successor(s) will be contacted until someone is reached to assume the Director of Emergency Services' role.

The dispatcher will provide the Director with a complete status of the incident or disaster, identifying damage sustained, current response actions, resource status, etc. Based on the information provided by the dispatcher, the Director of Emergency Services will determine what parts of the Emergency Alert List will be implemented, including what sections of the City of Oroville Emergency Operations Center will be alerted and what personnel will be requested to respond.

Additionally, the dispatchers will confirm whether or not the Director of Emergency Services will personally contact and inform the City of Oroville Council of the situation affecting the city. The Director may request that the dispatchers notify the City Council.

Additionally, the City of Oroville Emergency Management Organization must maintain and keep current the Emergency Alert List. The City EMO must also ensure that the EOC, City Administration and the Butte County Office of Emergency Management (OEM) have current copies of the Emergency Alert List.

### **Law Enforcement Network**

This network operates on several channels. Channels are used for the city wide dispatch and control of Law Enforcement service mobile units based on area. These channels will be used by the Law Enforcement Unit in the EOC to keep informed on developments. Main dispatch will remain with City of Oroville Police Department and should the 9-1-1 system go offline, the notification duties get transferred to other agencies. The EOC will have radio contact to a dispatch operator.

#### **The City of Oroville Dispatch Center**

The dispatch center provides a centralized, law enforcement program directly supporting the Police Department. Operational responsibilities incorporate a wide variety of public safety activities, and direct interaction with many local government agencies. Event coordination involves the use of complex phone, radio and computer aided dispatch systems.

### **Public Health and Social Services Network**

This network is operated by the Butte County Department of Public Health which utilizes 800 Mhz to communicate with hospitals and clinics. The hospitals and clinics in the City of Oroville rely on the use of landline phone, cellular phones and deployment of the Amateur Radio Emergency Services (ARES) network for shelter communications and are notified through the CAHAN system as well as other communication systems used by the city.

### **Emergency Notification**

Residents of the City of Oroville can sign up to receive emergency notifications via an e-mail address on the City website. They can also sign up to receive phone notifications via a Reverse 9-1-1 system on the Butte County OEM website.

**OTHER WARNING DEVICES AND SYSTEMS**

The City of Oroville’s website is used as a resource for information dissemination to the citizenry and general public especially during emergency situations. The city will also begin to use the website as a means for the citizenry to receive Emergency Preparedness and Evacuation information.

**Social Media**

The City of Oroville will use social networking media outlets as a resource for public notification. They will develop a Facebook page and establish a Twitter account that the citizenry can sign up for to receive preparedness and emergency information.

**Local Radio and Television Stations**

The City of Oroville has dedicated radio and television station channels to inform the citizenry of potential incidents. Those channels are as follows:

- Primary Radio**            KALF 95.7 FM
- Secondary Radio**       KZFR 90.1 FM
- Other Radio**            KCHO 91.7 FM

- Primary TV**              KNVN Channel 24 (NBC)
- Secondary TV**         KHSL Channel 12 (CBS)
- Other TV**                KCVU Channel 20 (FOX)

Other warning systems utilized by the City of Oroville include mobile emergency vehicle sirens and loudspeakers, helicopters using PA systems, door-to-door notification by neighborhood groups and associations, and law enforcement volunteers, explorers and reserve deputies/officers. The City PIO also monitors the Butte County Public Safety System website, [www.thenet411.net](http://www.thenet411.net), for wildland fire activity which is managed by the Butte County Fire Safe Council.

**Communications Management**

In the event that there is a breakdown or a shortfall in communication channels, the City of Oroville Public Safety Department has access to a radio cache through mutual aid that are programmed with federal interoperability frequencies.

**ANNEX MAINTENANCE**

The City of Oroville Public Safety Department will coordinate with City Administration on any updates and revisions of this Communications and Warning Annex.





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# Emergency Public Information **Annex D**

City of Oroville

**Table of Contents**

INTRODUCTION ..... 3

    Emergency Public Information Assumptions..... 3

PUBLIC OUTREACH PROGRAMS..... 3

EMERGENCY PUBLIC INFORMATION..... 3

JOINT INFORMATION SYSTEM (JIS)..... 4

    Joint Information System..... 4

    Joint Information Center (JIC) ..... 4

    Public Information Coordinators (PIO) Coordination Teams ..... 4

    Media Centers..... 5

    Inquiry Centers..... 5

    Virtual Joint Information Center ..... 5

ANNEX MAINTENANCE ..... 6

## INTRODUCTION

Public information consists of the processes, procedures and systems to communicate timely and accurate information by accessible means and in accessible formats on the incident's cause, size and current situation to the public, responders and additional stakeholders (both directly affected and indirectly affected). Public information must be coordinated and integrated as part of the Multi-Agency Coordination System (MACS) across jurisdictions, department and organizations; among federal, state, tribal and local governments; and with the private sector and NGOs. Public information includes processes, procedures and organizational structures required to gather, verify, coordinate and disseminate information.

### Emergency Public Information Assumptions

The following assumptions involving public information during emergencies highlight how local government response and public preparedness may be affected during a major emergency.

- The public will demand information about the emergency and instructions on proper survival/response actions.
- Rumors and misinformation are likely to develop when there is a lack of official news and information readily available.
- The media will demand information about the emergency.
- Local and regional radio/television stations without emergency power may also be off the air.
- Telephones (cellular and hardwire) may be inoperative.
- The emergency organization will become overwhelmed by the demand for information if sufficiently trained staff is not available.

## PUBLIC OUTREACH PROGRAMS

The City of Oroville will communicate and educate the public (including businesses, individuals and residents) on the risks and issues faced by the community and provide resources to mitigate risks and support preparedness. Outreach programs should address information on established emergency plans and procedures and delineate the roles and responsibilities of first responders and the public immediately following an emergency and during a sustained response. *For more information on preparedness planning refer to the Section 8.0 within the Basic Plan.*

## EMERGENCY PUBLIC INFORMATION

During an emergency, the city will be responsible for the dissemination of information about the emergency to keep the public informed about what has happened, the actions of emergency response departments and to summarize the expected outcomes of the emergency actions.

- **Local Government Responsibilities:** Local government (Oroville Public Safety Department and City Administration) will provide immediate and critical emergency public information to their constituents.
- **State Government Responsibilities:** CalOES will coordinate the state's emergency public information efforts and provides support to other state agencies to ensure that the state government issues a timely, clear, concise, consistent message.

- **State Assistance to Local Officials:** State assistance may be required when:
  - The means of dispersing public information at the local government level is damaged or overwhelmed.
  - Critical information needs to be disseminated to victims, responders, recovery personnel and members of the media.
  - Multiple response agencies and levels of government need to work cooperatively to provide consistent emergency information.

## JOINT INFORMATION SYSTEM (JIS)

Under SEMS, public information is directly managed and controlled by the jurisdictions with responsibility for the emergency incident through the Multi-Agency Coordination System (MACS) beginning at the Field Level under a Unified Command structure and linking to Multi-Agency Coordination Groups (MAC Group) within each EOC level of SEMS as a Joint Information Center (JIC). Collectively, the activated JICs form the Joint Information System (JIS) that coordinates and communicates lifesaving measures, evacuation routes, threat and alert methods and other public safety information to numerous audiences in an accurate, timely, accessible and consistent manner.

### Joint Information System

The JIS provides the mechanism to organize, integrate and coordinate information to ensure timely, accurate, accessible and consistent messaging activities across multiple jurisdictions and/or disciplines with the private sector and NGOs. It includes the plans, protocols, procedures and structures used to provide public information. Federal, state, tribal, territorial, regional, local and private sector Public Information Officers (PIO) and established JICs are critical supporting elements of the JIS. Key elements include the following:

- Inter-agency/department coordination and integration;
- Gathering, verifying, coordinating and disseminating consistent messages;
- Support for decision makers; and
- Flexibility, modularity and adaptability.

### Joint Information Center (JIC)

The JIC is a central location that facilitates operation of the JIS. It is a location where personnel with public information responsibilities perform critical emergency information functions, crisis communications and public affairs functions. A JIC may be established at various levels of government, at incident sites, or can be components of federal, state, tribal, territorial, regional, or local EOC. Typically, an incident specific JIC is established at a single, on scene location in coordination with federal, state and local agencies (depending on the requirements of the incident). Informational releases are cleared through Incident Commander (IC)/Unified Command, and/or the EOC.

### Public Information Coordinators (PIO) Coordination Teams

When a JIC is established, it will be staffed with Public Information representatives from the responding agencies, who will coordinate as a team to:

- Gather, verify and produce information for dissemination to the media and public (such as news releases, background information, fact sheets, public service announcements, briefings and news conference materials).
- Respond to media questions and requests.
- Schedule media releases, briefings, news conferences, interviews, public service announcements, etc.
- Arrange for media interviews and tours.
- Assign department representatives to coordinate information from their department with other team members before it is released to the public.

### **Media Centers**

Local government departments may establish a Media Center that serves as a central location for media briefings, conferences and information distribution. Media Centers may be activated independently or as part of a larger JIC. The Media Center for the City will be located at:

**Oroville City Hall-Council Chambers**  
1735 Montgomery Street  
Oroville, CA 95965

### **Inquiry Centers**

Local government departments may activate an inquiry center to centralize information sharing between the public, the media and government. Inquiry Centers should be directly linked to media centers or joint information centers as appropriate. Inquiry Centers allow for:

- Establishment of Public Information Hotlines (including TTY capability for individuals who are deaf) and hotline staff.
- Monitoring of radio and television stations and informing the PIO Coordination Team of inaccuracies.
- Sharing of information about the emergency or the government's response.
- Identification of information trends, which in turn allows the PIO to focus on providing targeted information.
- Identification of rumors and misinformation and bringing these to the attention of the PIO Coordination Team.
- Response to questions using official, verified information that has been approved for release.
- Call referrals, as appropriate, to federal, state, local, volunteer and private sector agencies.
- Current and updated information records.
- Records of questions, responses and actions.
- Enhancing information to meet the needs of those whose primary language is not English and to meet the functional needs of the blind, deaf and hard of hearing.

### **Virtual Joint Information Center**

A virtual JIC may be initiated through technological means when geographical restrictions, incident management requirements, or other limitations preclude physical attendance by public information officers/liaisons at a central location. Through telephone or video teleconferences, personnel participating in the virtual JIC can meet and coordinate information.

**ANNEX MAINTENANCE**

The City of Oroville Public Safety Department in collaboration with City Administration -- Public Information Officer will update, revise and record any revisions of this Emergency Public Information Annex.



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# Recovery and Mitigation **Annex E**

City of Oroville

**Table of Contents**

RECOVERY ..... 3

    Transition to Recovery..... 3

    Short Term Recovery ..... 3

    Long Term Recovery ..... 4

RECOVERY OPERATIONS RESPONSIBILITIES..... 5

RECOVERY OPERATIONS DEPARTMENTAL ASSIGNMENTS..... 6

RECOVERY PLANNING CONSIDERATIONS..... 7

    Physical Recovery Activities..... 7

    Governmental Recovery Activities..... 7

    Social Recovery Activities ..... 7

    Economic Recovery Activities ..... 8

DOCUMENTATION..... 8

STATE AND FEDERAL POST-DISASTER ASSISTANCE PROGRAMS ..... 9

    Introduction..... 9

    Emergency Proclamations/Declarations..... 10

    Damage Assessment ..... 11

    City Responsibilities to Access Assistance..... 12

    Applicant Briefings..... 12

    Public Assistance Project Approval Process ..... 13

    Individuals and Households Program (IHP)..... 13

    SBA and USDA ..... 13

HAZARD MITIGATION - IMPROVING CONDITIONS TO PREVENT LOSS ..... 14

    Introduction..... 14

    Hazard Mitigation Planning..... 14

    Funding for Pre-Disaster Mitigation ..... 14

    Funding or Post-Disaster Mitigation..... 15

DISASTER ASSISTANCE PROGRAMS AND THEIR REQUIREMENTS..... 16

    Public Assistance through CalOES ..... 17

    Public Assistance through other Agencies ..... 18

    Individual and Family Assistance ..... 19

    Businesses, Ranchers and PNP Assistance ..... 20

ANNEX MAINTENANCE..... 21



## RECOVERY

### Transition to Recovery

While the immediate lifesaving activities are occurring, the city's Emergency Services Coordinator is simultaneously assessing how soon the response phase can transition to recovery. Critical response phase operations will gradually shift to assisting individuals, households, businesses and governments in meeting basic needs and returning to self-sufficiency.

The recovery phase of an emergency or disaster is often defined as restoring a community to its pre-disaster condition. More realistically, recovery is the process of re-establishing a state of normalcy in the affected communities. The specific approach to recovery operations following a disaster will be determined by the location, type, magnitude and effects of the incident.

The City of Oroville and various special districts within the city boundaries will be involved in recovery operations. In the aftermath of a disaster, many residents, businesses, and even government itself will have specific needs that must be met before they can return to their pre-disaster lives. There will be a need for services such as:

- Assessment of the extent and severity of damages to homes, businesses, and infrastructure;
- Restoration of services generally available in communities – water, power, transportation, food, and medical assistance;
- Repair of damaged homes, businesses, and infrastructure; and
- Professional counseling when the sudden changes resulting from the emergency have resulted in mental anguish and inability to cope.

The city can help individuals, families, businesses, and community organizations recover by ensuring that these services are available and by seeking additional resources if the community needs them. If the City of Oroville requires state or federal assistance, a local proclamation of an emergency may be required as a prerequisite to obtaining the assistance. This annex provides an overview of state and federal assistance programs, including proclamation/declaration requirements. **Please Note: If a local emergency proclamation is required, it must be issued within 10 days of the event.**

The recovery process occurs in two phases; short-term and long-term. Those processes are discussed in more detail in the following sections.

### Short Term Recovery

The goal of short-term recovery is to restore the city to at least a minimal operating capacity. Short-term recovery includes:

- Utility restoration;
- Delivery of social, medical, and mental health services;
- Provision of interim housing
- Re-establishment of Oroville government operations;
- Establishment of transportation routes;
- Debris removal;
- Cleanup operations; and
- Abatement and demolition of hazardous structures.

The city will coordinate its efforts to restore utility systems and services during recovery operations between city departments, special districts serving the city and investor-owned utilities, including Pacific Gas and Electric, Comcast Cable, and the various telephone companies serving the city. Medical and other essential services may need to operate from temporary facilities, as necessary. If there is serious damage to the city's housing stock, the city may be asked to identify and assist in the support of interim housing solutions, such as motels or temporary trailer sites. The city may request support to conduct Critical Incident Stress Debriefings (CISD) for emergency response personnel and victims of the disaster event.

The city will ensure that debris removal and cleanup operations are expedited. The city will need to inspect damaged buildings and facilities. Assistance in conducting post-disaster inspections of public and private facilities may be requested through California's Safety Assessment Program, which is accessed through the California Officer of Emergency Services. The Safety Assessment Program provides professional evaluators (volunteers) and mutual aid resources to local governments to determine use and occupancy of homes, buildings and infrastructure. On the basis of the city's assessments, structures that pose a public safety concern may be demolished or cordoned off.

If needed for the continuation of government operations and the provision of recovery services, the city may implement its Continuity of Operations Plan (COOP), including relocation of operations from damaged facilities. If such relocation is required, information on alternate service delivery locations will be provided to the public. ***For more information on the City's COOP refer to Functional Annex B-Continuity of Operation/Government of the Emergency Operations Plan.***

### Long Term Recovery

The goal of long-term recovery is to restore facilities and the community to pre-disaster condition. Long-term recovery includes hazard mitigation activities, restoration or reconstruction of public facilities, facilitating restoration and reconstruction of damaged homes and businesses, and disaster response cost recovery. The city will be responsible for its own approach to mitigation, which could include zoning variances, building codes changes, plan reviews, seismic safety elements, and other land use planning techniques. Long term recovery will likely necessitate the need for significant coordination with Butte County, state, and federal entities, the private sector, and with community-based organizations.

With public safety a primary concern, rapid recovery may require adjustments to various city policies, procedures, codes, and ordinances to streamline the recovery process. Identification of specific statutes and policies to be adjusted will be disaster-specific and should be identified during the damage assessment process. The city will also determine if temporary modification of state or county statutes are needed to facilitate recovery; if so, those modifications should be requested through the SEMS process.

Depending on the extent of the damage, the city may consider activating a Local Assistance Center (LAC) to provide a centralized location or "one stop shop" for services and resource referrals for the unmet needs of disaster victims. State funding may be available for eligible LAC operations. Historically, LACs have proven to be a key factor for a successful recovery. LAC characteristics generally include:

- Resource facility for recovery information, services and programs;
- Community-based service facilities;
- Managed by the city;
- Staffed by Red Cross, other NGO's and various City of Oroville departments, PNPs, local, state and federal government, as appropriate; and

- Local utilities, insurance adjusters, and others may be asked to collocate with the LAC to facilitate access to services

Depending on the extent of damage, state and federal recovery assistance will also be sought for residents, businesses, and community organizations. If federal assistance for households and businesses is granted, the city may be asked to assist in implementing a Disaster Recovery Center (DRC). A DRC may be activated by key federal agencies to provide a location for victims and private non-profit organizations to obtain information about federal recovery programs. The DRC may be collocated with a LAC if one has been established.

## RECOVERY OPERATIONS RESPONSIBILITIES

The city has specific responsibilities in recovering from a disaster. The list below summarizes some of the key functional responsibilities:

- Political process management; interdepartmental coordination; policy development; decision making; coordination with community and non-profit organizations; establish a long term recovery committee (if needed); and public information.
- Conduct Initial Damage Estimate; compile and update damage information; and assist state and federal agencies in conducting formal Preliminary Damage Assessment, as needed.
- Activation of the Safety Assessment Program (if needed); land use and zoning variance; permits and controls for new development; revision of building regulations and codes; code enforcement; and plan review.
- Debris removal; demolition; construction; management of and liaison with construction contractors; and restoration of utility services.
- Housing programs; assistance programs for those with functional needs; and low income and special housing needs.
- Public finance; budgeting; contracting; accounting and claims processing; taxation; and insurance settlements.
- Redevelopment of existing areas; planning of new redevelopment projects; and financing new projects.
- Applications for disaster financial assistance; liaison with assistance providers; onsite recovery support; and disaster financial assistance project management.
- Advise on emergency authorities, actions and associated liabilities; preparation of legal opinions; identification of statutes in need of temporary modification; and review and assist in preparation of new ordinances and resolutions.
- Implementation of the COOP (if needed); government operations and communications; space acquisition; supplies and equipment; vehicles; personnel; and related support.

**RECOVERY OPERATIONS DEPARTMENTAL ASSIGNMENTS**

The city has specific responsibilities in recovering from a disaster. The chart below summarizes the functional responsibilities assigned to the city departments and/or key personnel.

| Function   | Departments   |
|--|---|
| Political process management; interdepartmental coordination; policy development; decision making; coordination with community and non-profit organizations; establish a long term recovery committee (if needed); and public information. | City Administrator's Office, City Public Safety Department  |
| Conduct Initial Damage Assessment; compile and update damage information; and assist state and federal agencies in conducting formal Preliminary Damage Assessment, as needed.   | City Administrator's Office, Finance Department, Public Safety Department, Planning/Building Department |
| Activation of the Safety Assessment Program (if needed); land use and zoning variance; permits and controls for new development; revision of building regulations and codes; code enforcement; and plan review.                            | Building Official, Planning Division  |
| Debris removal; demolition; construction; management of and liaison with construction contractors; and restoration of utility services.  | Public Works, Planning/Building, Utility, Special Districts   |
| Housing programs; assistance programs for those with functional needs; and low income and special housing needs.   | Business Assistance and Housing Development   |
| Public finance; budgeting; contracting; accounting and claims processing; taxation; and insurance settlements.   | Finance Department  |
| Redevelopment of existing areas; planning of new redevelopment projects; and financing new projects.   | Business Assistance and Housing Development   |
| Applications for disaster financial assistance; liaison with assistance providers; onsite recovery support; and disaster financial assistance project management.  | City Administrator, Finance Department  |
| Advise on emergency authorities, actions and associated liabilities; preparation of legal opinions; identification of statutes in need of temporary modification; and review and assist in preparation of new ordinances and resolutions.  | City Administrator's Office, Public Safety Department, City Attorney                                    |
| Implementation of the COOP (if needed); government operations and communications; space acquisition; supplies and equipment; vehicles; personnel; and related support;   | City Administrator's Office, Public Safety Department, Finance Department                               |

## RECOVERY PLANNING CONSIDERATIONS

Rebuilding and restoration efforts require decisions on a number of critical activities that have long-term social, economic and physical recovery implications. Specific recovery considerations will be disaster specific and will be identified through the post-disaster damage assessment process. Recovery considerations will begin to be identified through the advance planning process undertaken during the response phase. During development of advance plans that address the transition to recovery, Planning Section staff should consider the applicability of the activities and issues listed below to the specific disaster scenario.

### Physical Recovery Activities

- Conducting a comprehensive damage assessment and compiling the data into an Initial Damage Estimate to support a local Emergency Proclamation
- Identifying and preserving damaged historical or cultural sites
- Identifying environmental concerns (e.g., damage adjacent to riparian habitat)
- Removing debris from public and private property and managing disposal sites
- Identifying redevelopment opportunities, if appropriate
- Deferring permits, fees, etc. for rebuilding of damaged structures
- Pursuing hazard mitigation projects and advancing mitigation efforts, including upgrading infrastructure and utilities
- Modifying land use and zoning requirements and incorporating changes in construction standards and other codes, both for repair or rebuilding of disaster-damaged structures and for promoting disaster resistant future development
- Evaluating repair and rebuilding options

### Governmental Recovery Activities

- Continuing the performance of governmental functions (“Continuity of Government”)
- Protecting, restoring, or replacing essential city facilities, equipment, records, processes, etc. (“Continuity of Operations”)
- Managing donations of goods, services, and funds to assist with recovery
- Coordinating voluntary agencies and requests for volunteer assistance to assist with recovery
- Establishing a “long term recovery committee” to aid in building community consensus by engaging stakeholders, special interests groups, and the public in decision-making processes
- Updating community plans, including the Emergency Plan and Redevelopment Plan, based on lessons learned from the disaster
- Upgrading communication systems
- Communicating recovery activities to the public
- Addressing community questions about health consequences of the event

### Social Recovery Activities

- Promoting community participation in recovery efforts through the “Long Term Recovery Committee”, volunteer opportunities, and in plan revision
- Supporting distribution of essential commodities and other daily living needs
- Evaluating community stress and providing services for the mental health of individuals
- Supporting restoration of critical community support structure, such as schools, medical services, and financial institutions

- Restoring community values
- Promoting family and individual preparedness
- Establishing Local Assistance Centers for 'one-stop' disaster recovery services and assisting in establishing a Disaster Recovery Center(s) in the city if requested to do so to support delivery of state and federal recovery programs

### **Economic Recovery Activities**

- Establishing a documentation system to collect and store disaster-related cost information to ensure maximum state and federal reimbursement
- Filing insurance claims, as appropriate
- Identifying economic impact of the disaster on the community, such as impacts on the tax base and employment
- Reviewing the city budget to identify potential sources of available working capital
- Facilitating business recovery by reestablishing commercial services and promoting businesses in damaged areas
- Securing disaster business loans, disaster recovery assistance grants and hazard mitigation project funding

### **Documentation**

Documentation is essential to recovering expenditures related to emergency response and recovery operations. For the city, documentation must begin at the field response level and continue throughout the operation of the Emergency Operations Center as the disaster unfolds.

As such, the City of Oroville should incorporate disaster documentation into their current accounting system. To obtain maximum reimbursement for disaster-related expenditures, it is critical that the city:

- Implement the disaster documentation system during a disaster;
- Ensure disaster-related expenditures are easily distinguished from on-going activities; and
- Maintain accurate accounting records for disaster-related expenditures including:
  - Force account labor (timesheets) and equipment;
  - Invoices for rented equipment, materials and purchases;
  - Photographs of damage and repair;
  - Insurance information;
  - Environmental and historical preservation issues; and
  - Records of donated goods and services.
- Keep these records for a minimum of three years after the last action on a state or federally funded disaster project (CalOES will notify the city when the three year-time frame begins)

## STATE AND FEDERAL POST-DISASTER ASSISTANCE PROGRAMS

### **Introduction**

Depending on the nature and extent of the disaster, state and federal assistance programs may be available to assist the city, special districts, and eligible households, businesses and non-profit organizations that have experienced disaster-related expenses that are not covered by insurance. For public agencies, assistance may be available, on a cost-share basis, for emergency response costs, costs for debris removal and emergency protective measures, and repair or rebuilding of damaged facilities and infrastructure. For households and businesses, assistance may include loans to repair damaged buildings. Households may also be eligible for assistance with other unmet needs and businesses may be eligible for loans for disaster-related loss of revenue. Disaster unemployment assistance and assistance for disaster-related mental health needs may also be available. The following pages describe the assistance programs that may be available under certain criteria, following a disaster

**Emergency Proclamations/Declarations**

If Oroville requires state or federal assistance, it is important to know if a local proclamation of an emergency is a prerequisite to obtaining the assistance. The chart below provides an overview of the programs discussed in this section and indicates proclamation/declaration requirements. **Please Note: If a local emergency proclamation is required, it must be issued within 10 days of the event.** More information on these assistance programs is provided following this section of the annex.

| Program Name   | Type of Assistance  | Local Proclamation Required? | State of Emergency Required? | Federal Declaration or Designation Required? |
|--|---|------------------------------|------------------------------|--|
| SAP  | Provides professional evaluators to determine safety, use and occupancy of homes and buildings  | No                           | No                           | No   |
| FMAG   | Reimbursement of emergency response costs for fire suppression  | No                           | No                           | Yes  |
| State PA under an CALOES Secretary's Concurrence               | Funding to restore eligible public infrastructure   | Yes                          | No                           | No   |
| State PA under a Governor's proclamation of state of emergency | Reimbursement of eligible local emergency response costs, debris removal and funding to restore eligible public infrastructure                                  | Yes                          | Yes                          | No   |
| Federal PA (major disaster declaration)                        | Reimbursement of eligible local emergency response costs, debris removal and funding to restore eligible public and allowable private non-profit infrastructure | Yes                          | Yes                          | Yes  |
| Federal PA (emergency declaration)                             | Reimbursement of eligible local emergency response costs  | Yes                          | Yes                          | Yes  |
| Individuals and Household Program (IHP)                        | Grants for unmet recovery needs to individuals and families   | Yes                          | Yes                          | Yes  |
| State Supplemental Grant Program (SSGP)                        | Supplemental grants for individuals for recovery may be available only when maximum IHP has been reached  | Yes                          | Yes                          | Yes  |
| SBA Economic Injury Disaster Loan Program                      | Working capital loans for small businesses that have suffered an economic loss due to a disaster  | No                           | No                           | Yes  |
| SBA Physical Disaster Loan Program                             | Loans for individuals, families and businesses that have lost real and personal property due to a disaster  | No                           | No                           | Yes  |
| USDA Disaster Designation                                      | Loans for farmers and ranchers for physical and crop production losses due to a disaster  | No                           | No                           | Yes  |
| Crisis Counseling Programs                                     | Referral/resource services and short-term counseling for emotional and mental health problems caused by the disaster  | Yes                          | Yes                          | Yes  |
| Disaster Unemployment Assistance                               | Weekly unemployment benefits and job finding services due to a disaster   | Yes                          | Yes                          | Yes  |



### Damage Assessment

When requesting state or federal disaster assistance, the City of Oroville **must** provide information to support the request. The chart below describes the mechanisms required to document damages and determine needed assistance in the impacted area.

| Report Title                                | Responsible Party   | Description Needed  | Purpose of Report  |
|---|---|---|--|
| Initial Damage Estimate (IDE)               | Local jurisdiction  | Initial description of damage including: <ul style="list-style-type: none"> <li>• type and extent of public and private sector damage</li> <li>• basic repair and emergency response costs</li> <li>• any acute public health issues</li> <li>• number of homes and businesses not insured or underinsured</li> </ul>   | Provides information for Cal OES to determine if state and/or federal disaster assistance is warranted and to what external resources are needed. An IDE should be provided concurrently with request for assistance. Not providing this information promptly can delay recovery assistance. |
| Preliminary Damage Assessment (PDA)         | Cal OES Recovery Branch staff assisted by Cal OES Regional staff, local, state and/or federal government staff        | Preliminary detailed damage report including: <ul style="list-style-type: none"> <li>• facility types (e.g., school, road, private residences) and location</li> <li>• facility insurance and/or maintenance records</li> <li>• damage description and repair estimates</li> <li>• local government budget reports</li> <li>• destroyed/damaged residences, personal property, businesses</li> <li>• any identified environmental or historical issues</li> </ul> | Provides information for Cal OES to determine extent and type of state and/or federal disaster assistance. This information is also used by FEMA to prepare a regional analysis of the request for consideration by FEMA headquarters.   |
| Damage Assessment by other Federal Agencies | Small Business Administration (SBA)   | Includes the number of private homes and businesses damaged or destroyed and estimate uninsured losses. It also may include documentation showing economic injury to businesses.  | Ensures minimum damage criteria have been satisfied to implement the Physical or Economic Injury Disaster Loan Program.  |
|   | U.S. Dept. of Agriculture (USDA) and/or local Agricultural Commissioner (this is usually done by the Ag commissioner) | Includes cause, type and value of crop/livestock losses.  | Provides USDA with justification to implement emergency loan program.  |

### City Responsibilities to Access Assistance

If a request for assistance is necessary, the city should include the following information in the request:

- A copy of the local proclamation (if required)
- Initial Damage Assessment (IDA)
- Written request/resolution by the City Council (or the City Manager if the council cannot be convened)
- Type of disaster and areas of the city affected
- Date of occurrence and whether situation is continuing
- Type of assistance needed

Submit the request to:

- Butte County OEM

The county will then forward the request to the California Emergency Management Agency (CalOES). The city should submit its request separately *only* if the County does not intend to submit the same request. Assistance programs have deadlines for application which must be strictly adhered to; technical assistance is available from CalOES in identifying those deadlines.

When a request for assistance is submitted, CalOES will:

- Review the request for completeness;
- Request additional information if necessary
- Determine the need to conduct damage assessments, and
- Make a determination regarding the level of appropriate disaster assistance for the request.

### Applicant Briefings

If there is a state or federal declaration including the provision of public or individual assistance the CalOES Recovery Branch will schedule and hold Public Agency Applicant Briefings. Affected public agencies will be notified by letter, e-mail, Cal OES website, Cal OES regional offices, or by telephone of the date, location, and time of the briefing. The city and any local special districts that have experienced damages or may have eligible response costs should participate in the Applicant Briefing.

At the Applicant Briefing available Public Assistance (assistance to public agencies) and Individual Assistance (assistance for households and businesses) will be described. Applications for federal and state Public Assistance will be available and accepted during these briefings. Detailed instructions on Public Assistance applicant eligibility, project eligibility, eligible costs, program criteria, documentation requirements and important deadlines for work completion will also be explained. Public Assistance applicants are assigned a primary point of contact that will process the application, monitor work progress, and provide technical assistance for the duration of the application.

### **Public Assistance Project Approval Process**

The Cal OES Recovery Branch encourages applicant agencies to participate fully in the decision-making process of the approved scope of work and cost estimation for each project. The city and other eligible applicants are notified by mail when FEMA or the state has approved the project for funding. This notification includes instructions to request payment of the funds. Additional information regarding both federal and state public assistance programs on the Recovery section of the Cal OES website and technical assistance is available through the Cal OES Recovery Branch or the Regional Office.

Upon a Presidential declaration, local governments that have incurred significant emergency response costs may request the expedited processing of state and federal funding. Qualifying costs may include:

- Emergency costs (e.g., police and fire overtime salaries);
- Debris removal necessary to protect life and property; and
- Temporary shelter operating costs

### **Individuals and Households Program (IHP)**

Upon the implementation of the IHP, individuals are required to first “tele-register” with FEMA. Widespread notice through the local media and posting on the city’s website to inform the public of the toll-free tele-registration number should take place. Upon tele-registration, FEMA will assign a representative to evaluate the claim and will refer the individual to the appropriate program for loan and/or grant assistance. Individuals will then be provided loan and/or grant application information, instructions, terms and conditions directly from the agency providing assistance (FEMA, SBA, USDA). The city may be asked for assistance in identifying appropriate locations for Disaster Recovery Centers (DRC) and to participate in the DRC when activated.

### **SBA and USDA**

When SBA and/or USDA has implemented its disaster program(s) independent of a Presidential declaration, individuals, businesses, private non-profit agencies, and/or the agricultural community, will be instructed to file an application directly with their local SBA and/or USDA office. If a DRC is not activated, the SBA or USDA will normally administer their programs through an existing local office or, particularly for SBA, in locally leased space.

## HAZARD MITIGATION - IMPROVING CONDITIONS TO PREVENT LOSS

### Introduction

Hazard Mitigation (HM) is any cost-effective activity that seeks to eliminate or reduce human suffering and property damage from natural and manmade hazards. Hazard Mitigation includes both pre-disaster and post-disaster activities.

### Hazard Mitigation Planning

Hazard Mitigation Planning includes analyses of ways to eliminate or reduce the impact of future disasters. The federal Disaster Mitigation Act of 2000 required the state to develop and maintain a State Hazard Mitigation Plan. California's hazard mitigation planning process is continuous and involves a multitude of federal, state, and local agencies, academia, private non-profit organizations, and community-based organizations.

The Hazard Mitigation Plan is approved by FEMA and is also required for the city or a special district to receive grant funds for mitigation projects from the federal Hazard Mitigation Grant Program and the federal Pre-Disaster Mitigation Grant Program. Butte County has an approved Local Hazard Mitigation Plan and is in the process of updating the document to include all cities, the town and special districts.

### Funding for Pre-Disaster Mitigation

The federal Pre-Disaster Mitigation Grant Program (PDM) provides funds for hazard identification, mitigation strategies, and public partnerships. More specifically, PDM:

- Supports development of the hazard mitigation planning process at the state and local levels and funds high priority projects from these plans.
- Provides a continuous flow of funding to states for hazard mitigation, whether the state has experienced a recent disaster or not.
- Supports local communities in becoming disaster resistant by providing technical and financial assistance to state and local governments in implementing cost effective pre-disaster hazard mitigation measures.
- Helps to reduce injuries, loss of life, and damage and destruction of property, including damage to critical services and facilities under the jurisdiction of state or local governments.

Communities that wish to participate in the PDM program must demonstrate commitment to the implementation of hazard mitigation activities within their jurisdiction. Assistance includes both planning grants and project grants. Planning grants assist the state and its communities in developing a multi-hazard mitigation plan. Planning grants may also be used for technical assistance including risk assessments, project development, community outreach and education. Funds applied to planning grants cannot exceed 10 percent of the state's allocation. Project grants are awarded in accordance with the priorities cited in the State Hazard Mitigation Plan. Project grants may be used to reimburse costs for acquisitions or relocations of vulnerable properties, structural retrofits, vegetation management (e.g., shaded fuel breaks, defensible space), public information and educational programs.

Flood Mitigation Assistance (FMA) provides funding for measures to reduce or eliminate the long-term risk of flood damage to repetitive loss of buildings, manufactured homes, and other structures insurable under the FEMA National Flood Insurance Program (NFIP). Communities requesting FMA planning and project grants

must be participating in the NFIP. FMA planning grants are available for the flood portion of any mitigation plan. FMA project grants are available to NFIP-participating communities to implement measures to reduce flood losses. Example FMA projects are elevating structures, acquisitions, watershed management (e.g., detention basins, increased culvert size). FEMA contributes up to 75 percent of total eligible costs for each grant. At least 25 percent of the total eligible cost must be provided from a non-federal source. The state will evaluate and approve applications for FMA planning grants.

### **Funding for Post-Disaster Mitigation**

The Hazard Mitigation Grant Program (HMGP) provides grants following a disaster to state and local governments, Indian tribes, and certain non-profit organizations to develop plans and implement long term hazard mitigation measures.

Federal funding for the HMGP becomes available only after the President signs a major disaster declaration. The amount of funding available is based on a percentage of the federal share of the aggregate disaster costs for public and individual assistance. As manager of the HMGP, CalOES is responsible for soliciting program interest, helping potential applicants develop applications, establishing deadlines for applications, providing technical assistance, establishing funding priorities and forwarding selected projects to FEMA for approval based on those priorities. CalOES posts grant applications, instructions and deadlines on the website for a limited time following a federal declaration of a disaster. Successful applicants are notified by mail when FEMA has approved the grant for funding. This notification includes instructions to request payment of the funds.

Planning and project grants can be funded under HMGP. By regulation, HMGP projects must meet the minimum eligibility criteria, be consistent with the state and local hazard mitigation plans, and meet the guidelines and priorities established for a particular disaster. Projects must also demonstrate cost-effectiveness.

## DISASTER ASSISTANCE PROGRAMS AND THEIR REQUIREMENTS

The following tables are designed to provide a quick reference to disaster assistance programs administered or coordinated by CalOES. The tables are grouped by potential recipients and indicate general program implementation criteria, including key deadlines.

**Public Assistance through CalOES**

Public agencies include state agencies and departments, cities, counties, city and county, school districts, community college districts, special districts and certain private non-profit agencies. The following table describes implementation criteria for the five main public assistance disaster programs administered by CalOES: Director’s Concurrence, Governor’s Proclamation of a State of Emergency, Fire Management Assistance Program (FMAG), Presidential Declaration of an Emergency, and Presidential Declaration of a Major Disaster.

| Type of Assistance  | Program Name and Authority  | Cost Share Requirements                    | Implemental Criteria  |
|---|---|--|---|
| Funding to restore damaged public infrastructure (e.g. roads, buildings, utilities)   | State Public Assistance<br>CDAA – Director’s Concurrent with local emergency                                | 75% State<br>25% Local                     | Local agency must proclaim an emergency and request a “Director’s Concurrent” within 10 days of an event. A Governor’s proclamation of a state of emergency is not required for the CalOES Director to provide CDAA funding to repair damaged public facilities.  |
| Reimbursement of local emergency response costs, debris removal, <u>and</u> funding to restore damaged public infrastructure. | State Public Assistance<br>CDAA – Governor’s Proclamation of a State of Emergency                           | 75% State<br>25% Local                     | Local agency must proclaim an emergency and request the Governor to proclaim a state of emergency within 10 days of an event. The request should include dates of the event, an IDE, areas affected, and appropriate type of assistance needed.   |
| Reimbursement for fire suppression costs  | FMAG<br>Stafford Act  | 75% Federal<br>25% Local                   | Responsible fire agency must request FMAG assistance while the fire is still burning out of control. Neither local nor state emergency proclamation are necessary for the implementation of this program.   |
| Reimbursement of local emergency response and debris removal costs  | Federal and State Public Assistance<br>Stafford Act and CDAA – Presidential Declaration of an Emergency     | 75% Federal<br>18.75% State<br>6.25% Local | Local agency must proclaim an emergency and request the Governor to proclaim a state of emergency within 10 days of an event. The Governor has 5 days to request federal assistance. Local government should provide detailed information including date of the event, an IDE, areas affected, appropriate type of assistance needed.   |
| Funding to restore public infrastructure* <u>and</u> reimbursement of emergency response and debris removal costs             | Federal and State Public Assistance<br>Stafford Act and CDAA – Presidential Declaration of a Major Disaster | 75% Federal<br>18.75% State<br>6.25% Local | Local agency must proclaim an emergency and request the Governor to proclaim a state of emergency within 10 days of an event. The Governor has 30 days to request federal assistance. Local government should provide detailed information including dates of the event, an IDE, areas affected, and appropriate type of assistance needed.<br><br>*Funding beyond what is necessary to restore a facility may also be approved for hazard mitigation measure to ensure that future similar damage will not occur. These mitigation projects include cost-effective improvements to the current design and capacity of the existing facility. |
| Funding to provide crisis counseling services   | FEMA Crisis Counseling Program<br>Stafford Act  | 75% Federal<br>25% State                   | This program is funded by FEMA and administered through the state Department of Mental Health. Benefits may be short term or long term (up to 9 months).  |

**Public Assistance through other Agencies**

The following table describes the implementation criteria for disaster assistance programs available to public entities through federal agencies other than FEMA. Through CDAA, the state may also cost share with these federal programs.

| Type of Assistance   | Program Name/Lead Federal Agency and Authority   | Cost Share Requirements                            | Implemental Criteria   |
|--|--|--|--|
| Watershed restoration                                      | Emergency Watershed Program / NRCS Division of the U.S. Department of Agriculture<br><br>Section 216, P.L. 81-516 and Section 403-405, P.L. 95-334 | 75% NRCS<br>18.75% State<br>6.25% Local            | Eligible activities include providing financial and technical assistance to remove debris from streams, protect destabilized streambanks, establish cover on critically eroding lands, repair conservation practices, and the purchase of flood plain easements. This program does not require a Presidential declaration before it is implemented. However, in order for the sponsoring agency to be eligible for state cost share, the Governor must have proclaimed a state of emergency for the event. |
| Emergency flood and post-flood activities                  | USACE Emergency Operations / USACE Flood Control and Coastal Emergencies Act (P.L. 84-99)  | 100% USACE   | The USACE may provide manpower, supplies, and equipment for flood-fighting, debris clearance and temporary levee repairs during the emergency period and up to a maximum of 10 days thereafter. This program does not require a Presidential disaster declaration before it is implemented.  |
| Restoration of publicly sponsored flood control structures | USACE Rehabilitation Program/ USACE Flood Control and Coastal Emergencies Act (P.L. 84-99)   | 100% USACE   | The USACE Rehabilitation program provides assistance for permanent repairs to federal system levees. Although USACE covers the repair costs, the local sponsoring agency may be required to purchase additional soil and must sign "Hold Harmless" agreements and other applicable assurance before work can begin. This program does not require a Presidential disaster declaration before it is implemented.  |
| Emergency repairs to federal roads and highways            | FHWA Emergency Relief (ER) Program/FHWA<br><br>Title 23, U.S.C., Section 125   | 100% FHWA if performed within 180 days of an event | This program may be implemented upon a Presidential Declaration or by special request from the Governor when a state of emergency has been proclaimed. The FHWA ER program is administered through Caltrans.   |
| Permanent restoration of damaged federal aid highways      | FHWA ER Program/FHWA<br><br>Title 23, U.S.C., Section 125  | 88.53% FHWA<br>8.6% State<br>2.87% Local           | FHWA funds 88.53% of repairs upon a Presidential Declaration or by special request from the Governor when a state of emergency has been proclaimed. The FHWA program is administered through Caltrans in close coordination with CalOES  |
| Long-term economic-redevelopment                           | HUD Disaster Recovery Initiative/HUD<br><br>Section 122 of the Housing and Community Act of 1974, as amended                                       | 75% Federal<br>18.75% State<br>6.25% Local         | Funds earmarked for certain HUD projects may be transferred to emergency projects if not covered by FEMA and are in the best interest of post-disaster stricken community. California Department of Housing and Community Development administers this program.  |



**Individual and Family Assistance**

The following table describes the implementation criteria for programs that are available to assist businesses, families and individuals, and Private non-profit (PNPs) agencies in recovering from a disaster.

| Type of Assistance  | Program Name and Authority  | Loan/Grant Maximum | General Implemental Criteria  |
|---|---|--------------------|---|
| Low interest loans for losses to real property (primary residences) which may include mitigation measures                                       | SBA Physical Disaster Loan Program<br>13 CFR Ch.1 Part 123  | \$200,000          | The SBA Physical loan program may be implemented upon a Presidential declaration of an emergency or major disaster. Victims are required to first seek loan assistance through SBA before they can be considered for a federal grant through FEMA. SBA also has the authority to independently (without a Presidential declaration) implement the program when at least 25 homes and/or businesses suffer 40% uninsured losses of their estimated fair market or pre-disaster fair market value, whichever is lower. In this case, a request for SBA declaration must be requested through CalOES within 60 days of the occurrence. |
| Low interest loans for losses to personal property  | SBA Physical Disaster Loan Program<br>13 CFR Ch.1 Part 123  | \$40,000           | Same as above.  |
| Grants to cover temporary housing needs, home repairs, losses to personal property, transportation expenses, funeral and medical expenses, etc. | Individual and Households Program (IHP)<br>Robert T. Stafford Act<br>Disaster Relief and Assistance Act, 44 CFR Ch. 1, Part 206, Subpart D, Sect. 206.110 | \$25,600           | This is a federal grant program managed and administered by FEMA upon a Presidential Declaration of an Emergency or Major Disaster. Victims who are found to be ineligible for an SBA loan are referred to FEMA's IHP program.  |
| Grants to individuals and families that have received the maximum IHP grant but still have unmet needs  | State Supplemental Grant Program<br>California Department of Social Services<br>W/I 13600-13601   | \$10,000           | This program is administered through the state Department of Social Services. It is only implemented when FEMA has activated the IHP. The state has no authority to activate the SSGP independent of a federal declaration.   |
| Disaster Unemployment Assistance  | DUA<br>U.S. Department of Labor,<br>20 CFR, Part 625<br>44 CFR, Part 206.141  | N/A                | This program may be implemented by the Department of Labor upon a Presidential declaration. It allows those unemployed due to a disaster up to 26 weeks of unemployment benefits.   |

**Businesses, Ranchers and PNP Assistance**

The following table describes the implementation criteria of programs that are available to assist businesses, ranchers, and Private non-Profit (PNPs) agencies in recovering from a disaster.

| Type of Assistance   | Program Name and Authority   | Loan Maximum  | Implemental Criteria  |
|--|--|---------------|---|
| Low interest loans to businesses and PNP's, for losses to real property  | SBA Physical Disaster Loan Program<br>13 CFR Ch.1 Part 123   | \$1.5 Million | <p>The SBA Physical loan program may be implemented upon a Presidential declaration of an emergency or major disaster.</p> <p>SBA also has the authority to independently implement the program when at least 25 homes and/or 3 businesses have suffered 40% uninsured losses due to a disaster. Typically, when SBA declares a disaster for a county, contiguous counties are also eligible.</p>   |
| Low interest loans to businesses and to help cover working capital   | SBA Economic Injury Disaster Loan (EIDL)<br>13 CFR Ch.1 Part 123   | \$2 Million   | <p>SBA also has the authority to independently implement the program with certification by the CalOES Director that at least five small business concerns in a disaster area have suffered economic injury and are in need of financial assistance not otherwise reasonably available.</p> <p>The SBA may provide economic injury assistance for a disaster determined by the Secretary of Agriculture. Under these designations, SBA makes economic injury assistance available to eligible small businesses.</p> <p>EIDL loans become available under all SBA physical declarations. The maximum SBA loan assistance is \$1.5 million, whether it is a Physical Disaster Loan, an EIDL loan, or a combination of both programs.</p> |
| Low interest loans to farmers, ranchers and aquaculturists for physical and/or crop production losses resulting from an unusual natural occurrence (weather pattern, pest, etc.) | Secretarial Designation – Agricultural disaster<br><br>U.S. Department of Agriculture, Farm Services Agency<br>7 CFR, Ch. 18, Part 1945, Subpart A | \$500,000     | <p>Emergency loans are made to farmers and ranchers who have suffered at least a 30-percent loss in crop production or a physical loss to livestock products, real estate or chattel property.</p> <p>The Secretary of Agriculture can implement this program when requested by CalOES on behalf of a local agriculture commissioner or local government authority, or implemented automatically when the President declares a major disaster or emergency. When requested on its own authority, supporting documentation to the types of crops and level of damage must be submitted. A proclamation of local or state emergency is not required for this program.</p>   |

**ANNEX MAINTENANCE**

The City of Oroville Public Safety Department will coordinate with City Administration and various city departments on any updates and revisions of this Recovery Annex.



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# Hazard/Threat-Specific Appendices

City of Oroville

Table of Contents

Hazard Appendix 1 - Flooding and Levee Failure/Dam Failure..... 3

    Flooding/Levee Failure..... 3

    Dam Failure..... 5

Hazard Appendix 2 –Severe Weather ..... 7

    Severe/Extreme Weather ..... 7

Hazard Appendix 3 – Wildfire-Urban Interface ..... 9

    Wildfire..... 9

Hazard Appendix 4 - Earthquake ..... 10

    Earthquake..... 10

Hazard Appendix 5 – Hazardous Materials..... 11

    Hazardous Materials Incidents..... 11

Hazard Appendix 6 – Landslide/Mudslide ..... 13

Hazard Appendix 7 – Insect Infestation ..... 14

Hazard Appendix 8 – Public Health/Epidemics..... 15

Hazard Appendix 9 – Transportation Incidents..... 17

    Transportation Incidents..... 17

Hazard Appendix 10 - Terrorism ..... 20

    Terrorism ..... 20

Hazard Appendix 11 -- Civil Disorder and Violent Encounters ..... 21

    Civil Disorder ..... 21

## **Hazard Appendix 1 - Flooding and Levee Failure/Dam Failure**

### **Flooding/Levee Failure**

#### **Hazard Definition**

A flood is defined as an overflowing of water onto an area of land that is normally dry. Floods generally occur from natural causes, usually weather-related, such as a sudden snow melt, often in conjunction with a wet or rainy spring or with sudden and very heavy rainfalls. Floods can, however, result from human causes as a dam impoundment bursting. Dam break floods are usually associated with intense rainfall or prolonged flood conditions.

The primary effect of flooding is the threat to life and property. People and animals may drown; structures and their contents may be washed away or destroyed; roads, bridges, and railroad tracks may be washed out; and crops may be destroyed.

Floods may also create health hazards due to the discharge of raw sewage from damaged septic tank leach fields, sewer lines, and sewage treatment plants and due to flammable, explosive, or toxic materials carried off by flood waters. In addition, vital public services may be disrupted.

Floods are generally classed as either slow-rise or flash floods. Slow-rise floods may be preceded by a warning time lasting from hours, to days, or possibly weeks. Evacuation and sand bagging for a slow rise flood may lessen flood related damage. Conversely, flash floods are the most difficult to prepare for due to the extremely short warning time, if available at all. Flash flood warnings usually require immediate evacuation within the hour. On some occasions, adequate warning may be impossible.

Once flooding begins, personnel will be needed to assist in rescuing persons trapped by flood waters, securing utilities, cordoning off flood areas, and controlling traffic. The Public Health Department would be actively involved in addressing the public health impact of a flood, such as disease and environmental health issues. These actions may overwhelm local agencies, and additional personnel and resources may be required. It is anticipated that existing mutual aid resources would be used as necessary to augment local resources.

#### **Local Situation**

The probability and severity of flooding in the City of Oroville is categorized as high to very high risk with the main risk within the city being the potential for levees and creeks overtopping during or after a heavy rain storm. Below is a list of rivers, creeks and levees that could affect the City of Oroville:

- **Feather River/Lower Honcut Creek:** Flooding in the Feather River/Lower Honcut Creek watershed has been attributed to several sources: Dry Creek and its tributaries, storm water drainage in the City of Oroville, the Feather River, and Wyman Ravine. The three major forks of Dry Creek originate and join within the City of Oroville's urban area.
- **Dry Creek:** During high flow events, the northernmost fork of Dry Creek exceeds channel capacity and inundates the Oroville urban area. There are seven detention basins on the three forks. One of these detention basins is the Argonaut basin, located on the middle fork of Dry Creek, which fills up

before all others in the system. Channel erosion in the tributaries of Dry Creek was evident through the developed areas in the City of Oroville.

- **Dry Creek Tributaries Confluence:** Heavy development and excessive erosion near the confluence of the three main forks of Dry Creek in the City of Oroville urban area, exposes nearby residents to potential flooding.
- **City of Oroville Stormwater Drainage:** The limited capacity of the urban storm water drainage pipes in the downtown area restrict the volume of water that can be conveyed to the Feather River, leading to local flooding at different locations in the city.
- **Feather River:** During high flows in the Feather River water rises through the gravel deposits in the industrial area near the Feather River Boulevard on the west side of the City of Oroville. The severity of this problem is proportional to the water surface elevation in the Feather River, which is contained by levees above the adjacent ground, through the industrial area. A boil in the Feather River concrete levee near 4th Street and Safford Street creates a leak during high flow events. This levee is maintained and operated by the City of Oroville.
- **Wyman Ravine and Tributaries:** Wyman Ravine, which is located south of the City of Oroville and runs northeast to southwest in that reach, floods nearby houses, Palermo, Highway 70 and many County Roads including Alice Avenue, Lone Tree Road, Cox Lane, Stimpson Road, Central House Road, Middle Honcut Road, Lower Honcut Road and Railroad Avenue in the lower reach.
- **Hazelbrush Levee:** The Hazelbrush Levee is the western levee of the Feather River below the Thermalito Afterbay spillway. This levee is located where the Feather turns from southwest to the south and immediately downstream from this area the Feather River channel is constrained by rock piles from gold rush days. The combination of the channel turn and channel blockage, along with the location above Biggs, represents a significant threat to Biggs. A proposal that has been discussed within the city is the reopening of passages beneath the Union Pacific Railroad tracks to allow water to flow to the west in the event of a levee failure above Biggs. Originally built on trestles, the base of the rail has been filled and now serves as a levee. Unfortunately, in the event of a levee breach northeast of Biggs, flood water would flow in a generally southwest direction and upon meeting the rail tracks would be forced toward Biggs.
- **Lake Oroville/Upper Feather River:** Although there are no FEMA repetitive loss properties nor FEMA-designated SFHAs within the Lake Oroville/Upper Feather River watershed, flooding hazards occur primarily upstream of the Concow Reservoir at several road crossings at Concow Creek and at Cirby Creek.

## **Dam Failure**

### **Hazard Definition**

A dam failure is the partial or complete collapse of an impoundment, with the associated downstream flooding. Flooding of the area below the dam may occur as the result of structural failure of the dam, overtopping, or a seethe. Dam failures are caused by natural and manmade conditions. The list of causes includes earthquake, erosion of the face or foundation, improper siting, structural/design flaws, and prolonged rainfall and flooding. The primary danger associated with a dam failure is the swift, unpredictable flooding of those areas immediately downstream of the dam.

A dam failure will cause loss of life, damage to property, and other ensuing hazards, as well as the displacement of persons residing in the inundation path. Damage to electric transmission lines could impact life support systems in communities outside the immediate hazard areas. A catastrophic dam failure, depending on size of dam and population downstream, could exceed the response capability of local communities.

Damage control and disaster relief support would be required from other local governmental and private organizations, and from the state and federal governments. Mass evacuation of the inundation areas would be essential to save lives, if warning time should permit. Extensive search and rescue operations may be required to assist trapped or injured persons. Emergency medical care, food, and temporary shelter would be required for injured or displaced persons. Identification and burial of many dead persons would pose difficult problems; public health would be a major concern. Many families would be separated, particularly if the failure should occur during working hours.

These and other emergency/disaster operations could be seriously hampered by the loss of communications, damage to transportation routes, and the disruption of public utilities and other essential services. Governmental assistance could be required and may continue for an extended period. Actions would be required to remove debris and clear roadways, demolish unsafe structures, assist in reestablishing public services and utilities, and provide continuing care and welfare for the affected population including, as required, temporary housing for displaced persons.

### **Local Situation**

While the City of Oroville has been affected by a dam spillway failure, the city is not the home to the Oroville Dam. The Oroville Dam is in the unincorporated area of Butte County adjacent to the City of Oroville. The Oroville Dam spans the Feather River about 5 miles (8.0 km) northeast of the City of Oroville. It forms Lake Oroville, which stores water for irrigation, flood control, municipal water supply and hydroelectricity generation in California's Sacramento Valley. The dam lies in the foothills of the Sierra Nevada, and at 770 feet (230 m) tall, is the tallest dam in the United States. It powers the third largest hydroelectric plant in California.

The Oroville Dam is operated in conjunction with the downstream Oroville-Thermalito Complex, which consists of a complex series of small dams, diversions, pumps, and generators built in and around the Feather River. Directly below the dam lies Thermalito Diversion Pool, from which water is diverted through a canal to irrigate agricultural fields in the Feather River valley and to supply the Thermalito Forebay and Thermalito Afterbay.



Because of the Feather River's high fluctuations in flow, releases from Oroville Dam are coordinated so as to maintain a stable flow in the Feather River below the dam as much as possible. The drainage basin of the Feather above Oroville Dam comprises nearly two-thirds of the total watershed. Typically, the reservoir is kept at a high elevation throughout the summer and drawn down by at least a third of capacity in the winter in preparation for floods. Winter storms and spring snowmelt then replenish Lake Oroville, filling the reservoir; in this way floodwater is trapped behind the dam for later releases during the summer low water season. During severe storm events, however, such as the winter of 1996-97, the dam's spillway must be opened, potentially causing flooding downstream.

Failure of this dam during a catastrophic event, such as a severe earthquake, is considered a very unlikely event. Due to the method of construction of this dam, it has performed well in earthquakes; and failure is not expected to occur.

### **Emergency Response Actions**

Emergency Operations Center (EOC) response actions applicable to all hazards are included in EOC Handbook and Position Checklists in *Functional Annex A - Direction and Control*.

*Refer to the March 2007 Butte County All-Hazard Mitigation Plan for detailed information and maps on the Flood and Levee Failure/Dam Failure hazards for the city.*

## Hazard Appendix 2 –Severe Weather

### Severe/Extreme Weather

This hazard category is defined by those naturally occurring events that are environmentally or meteorologically initiated, and have either a long-term rate of occurrence or occur with regular frequency. Their impacts, although normally not considered damaging, have the capacity to present significant challenges in the areas of public safety, economic vitality, environmental quality, and other social consequences.

#### Local Situation

The City of Oroville experiences a wide-ranging probability from Moderate to High due to extreme weather. Extreme weather may cause a variety of damages, depending on the type or weather situation. Damage may range from temporary power and utility outages due to thunderstorm and high wind activity to the sometimes, although rare, destruction of a tornado. Extreme weather such as a drought can have long-term economic repercussions.

#### Drought

The City of Oroville, as with Butte County, chronically experiences drought. The 1987 to 1992 and 1994 drought was notable for its six-year duration and the statewide nature of its impacts throughout California. Groundwater extraction increased substantially during the drought which caused excessive drawdown of the groundwater table. Numerous private domestic wells went dry, as did wells supplying small systems in rural areas. In addition, the drought conditions have caused extensive weakening of trees in forested areas causing them to become highly vulnerable to disease and insect infestation. Many trees have weakened and died, creating a severe fire hazard. Furthermore, wildland brush areas are dry, presenting wildfire risk.

*For detailed information on Drought activity in Butte County, please refer to the **Drought Preparedness Plan** from the Department of Water and Resource Conservation.*

#### Heat/Cold

Annually, the City of Oroville can experience summer temperatures that reach into the 100's and in the winter temperatures can drop in the low teens. Exposure to extreme temperatures can cause unsafe changes to the body temperature and cause the city infrastructure to fail or become otherwise compromised. Overall, this hazard is considered a moderate to high risk to the City of Oroville.

#### Thunderstorms

Numerous thunderstorms develop and mature on an annual basis. In the Butte County area, the frequency of storms is less in the inland areas than in the mountainous areas. Based on the topography of the City of Oroville, the overall severity of a thunderstorm is moderate and would be limited to direct lightning strikes, wind damage, and precipitation. Overall, this hazard is considered a moderate risk to the city.

#### Tornados

Butte County has a history of chronic tornados that have caused six injuries recorded between 1950 and 2011. On December 17, 1992, a category 1 tornado injured 4 people and caused between \$500,000 and \$5,000,000 in damages. On February 10, 1994, a category 2 tornado damaged a dozen structures and caused power outages. The City of Oroville experienced a tornado in 2005 that had enough strength to

cause minor roof damage and down several telephone poles. Butte County experienced three tornadoes in May 2011 in a rural area of the county north of the City of Oroville.

### **Emergency Response Actions**

Emergency Operations Center (EOC) response actions applicable to all hazards are included in EOC Handbook and Position Checklists in ***Functional Annex A -- Direction and Control***.

*Refer to the March 2007 Butte County All-Hazard Mitigation Plan for detailed information and maps on the Severe/Extreme weather hazards for the city.*

## Hazard Appendix 3 – Wildfire-Urban Interface

### Wildfire

#### Hazard Definition

A wildfire is an uncontrolled fire spreading through vegetative fuels, posing danger and destruction to life and property. Wildfires can occur in undeveloped areas and spread to urban areas where structures and other human development are more concentrated.

To describe an area where urban development has been located in proximity to open space, or wildland areas, the term, “wildland-urban interface” is commonly used. The most common type of wildland-urban interface results when development occurs immediately adjacent to wildland vegetation. Other interface conditions can be created when urban development is intermixed with wildland vegetation, or when pockets of wildland vegetation occur inside developed areas.

#### Local Situation

Countywide, the wildland fire risk is considered Very High, but it is not evenly distributed. Valley communities, such as Biggs, Chico, and Gridley range from Low to Medium risk, but the communities of Oroville, Paradise, and other foothill unincorporated communities (e.g., Cohasset, Forest Ranch, Yankee Hill, Berry Creek, Forbestown and Bangor) are High risk.

Butte County has an extensive history of large damaging fires, most of which have burned within the urban interface area resulting in not only the loss of property but life. During the past decade, Butte County has experienced several large and damaging wildfires in and around the wildland urban interface areas. In 2000 and 2001, three fires in the Yankee Hill area burned close to 12,000 acres, destroyed 65 residences, numerous outbuildings and vehicles, and resulted in two civilian fatalities.

The Butte Lightning Complex fire occurred in June/July 2008 due to a series of lightning strikes causing fires that eventually destroyed over 200 dwellings in the Concow area and caused the evacuation of up to 15,000 people and thousands of animals. There were initially 36 lightning caused fires; however while not all the fires were in Butte County some of the fires threatened Butte County communities. The fires threatened the Town of Paradise and the areas in Butte County known as Magalia, Butte Meadows, Jonesville, Feather Falls, and Berry Creek. Most recently the Wall Fire in July of 2017, threatened the City of Oroville, the greater Oroville Community and caused evacuations, loss of structures and property.

Major wildfires can completely destroy ground cover. If heavy rains follow a major fire, flash floods, heavy erosion, landslides and mudflows can occur. These cascading effects can have ruinous impacts on people, structures, infrastructure, and agriculture.

#### Emergency Response Actions

Emergency Operations Center (EOC) response actions applicable to all hazards are included in EOC Handbook and Position Checklists in *Functional Annex A -- Direction and Control*.

*Refer to the March 2007 Butte County All-Hazard Mitigation Plan for detailed information and maps on the Wildfire/Urban Interface hazards for the city.*

## Hazard Appendix 4 - Earthquake

### Earthquake

#### Hazard Definition

An earthquake is a sudden, rapid shaking of the ground caused by the breaking and shifting of rock beneath the Earth's surface. For hundreds of millions of years, the forces of plate tectonics have shaped the Earth as the huge plates that form the Earth's surface move slowly over, under, and past each other. Sometimes the movement is gradual. At other times, the plates are locked together, unable to release the accumulating energy. When the accumulated energy grows strong enough, the plates break free causing the ground to shake. Most earthquakes occur at the boundaries where the plates meet; however, some earthquakes occur in the middle of plates.

The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in turn, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology.

Ground movement during an earthquake is seldom the direct cause of death or injury. Most earthquake-related injuries result from collapsing walls, flying glass, and falling objects as a result of the ground shaking, or people trying to move more than a few feet during the shaking. Much of the damage in earthquakes is predictable and preventable.

#### Local Situation

The only known active fault in Butte County is the Cleveland Hills Fault south of Oroville, the site of the August 1975 Oroville earthquake. This earthquake had a Richter magnitude of 5.7. Prior to the 1975 earthquake this fault had not been considered active. Reports by the California Division of Mines and Geology indicate that the ground motion at Gridley was approximately 0.1 times acceleration of gravity. Similar motion was experienced in Oroville and resulted in considerable structural damage in Oroville. This earthquake was also felt in Chico, but there was no recorded damage. Studies indicate that this fault could have a maximum credible earthquake of 6.5 to 6.7 Richter.

#### Emergency Response Actions

Emergency Operations Center (EOC) response actions applicable to all hazards are included in EOC Handbook and Position Checklists in ***Annex A – Direction and Control***.

*Refer to the March 2007 Butte County All-Hazard Mitigation Plan for detailed information and maps on the Earthquake hazard for the city.*

## Hazard Appendix 5 – Hazardous Materials

### Hazardous Materials Incidents

#### **Hazard Definition**

Hazardous materials consist of substances that by their nature, lack of containment, and reactivity, have the capability for inflicting harm. Hazardous materials pose a threat to health and the environment when improperly managed. It can be toxic, corrosive, flammable, explosive, reactive, an irritant, or a strong sensitizer. Hazardous materials substances also include certain infectious agents, radiological materials, oxidizers, oil, used oil, petroleum products, and industrial solid waste substances.

Hazardous materials incidents are one of the most common technological threats to public health and the environment. Incidents may occur as the result of natural disasters, human error, and/or accident. Although hazardous material incidents can happen almost anywhere, certain areas are at higher risk. Jurisdictions near roadways that are frequently used for transporting hazardous materials and jurisdictions with industrial facilities that use, store, or dispose of such materials all have an increasing potential for major mishaps, as do jurisdictions crossed by certain railways, waterways, airways and pipelines. The types of hazmat incidents that can occur and the resulting impact are:

#### Spill or Release

Immediate threat from any hazardous materials release into the atmosphere is from exposure to toxic vapors, gases, liquids and solids. Even a small release of a hazardous substance can have devastating effects on those who are exposed. A release may result in requiring city residents and businesses to take protective actions such as evacuation or shelter in place.

The secondary risk is to the environment. Unchecked exposure can lead to contamination of the air, ground and subsurface water sources, soil and affect the health of wildlife. Large spills can contaminate drinking water supplies that may affect entire communities, especially in rivers, underground aquifers or reservoirs.

#### Fire

When hazardous materials burn, toxic chemicals are often present in the smoke in which the greatest danger is from inhalation, but eye damage and absorption through the skin can also be a problem. Fire fighting can be quite difficult. Large hazardous materials fires are mainly a hazard in and around industrial areas, although smoke and vapor plumes can travel for miles.

#### Explosion

The major threats from an explosion involving hazardous materials are from falling objects and flying debris, thermal exposure, released contaminants, and over pressure during detonation. Like hazardous materials fires, explosions are mainly a hazard in and around industrial areas, and along ground or marine transportation corridors.

#### **Local Situation**

Hazardous materials require special care in handling because of the hazards they pose to the public's health and safety, and the environment. The major generators of this waste in Butte County are haulers that are licensed to pick up used oil from locations in other counties. Therefore, the largest sources of hazardous waste important to Butte County are outside of the County. It is brought in by a licensed hauler

and then shipped out for recycling, treatment, or disposal. Medical wastes are another growing source of hazardous wastes in the County. Household hazardous waste facilities are operated by Recology Butte Colusa Counties in Oroville.

The Butte County Hazardous Materials Response Team is the agency which responds to large scale, emergency hazardous material incidents within the county. This team was organized by the Butte County Fire Chiefs Association brought in through the use of a Joint Powers Agreement (JPA). Team members are provided through various departments from the cities of Chico, Oroville, Biggs, and Gridley; the Town of Paradise and the County of Butte/CDF Fire.

### **Emergency Response Actions**

Emergency Operations Center (EOC) response actions applicable to all hazards are included in EOC Handbook and Position Checklists in *Functional Annex A -- Direction and Control*.

*Refer to the March 2007 Butte County All-Hazard Mitigation Plan for detailed information and maps on the Hazardous Materials hazard for the city.*

## Hazard Appendix 6 – Landslide/Mudslide

### Hazard Definition

Landslide is a general term for a falling mass of soil or rocks; vertical movement of small pieces of soil. "Mudslide" (mudflow) is a flow of very wet rock and soil. The primary effects of landslides or mudslides can include:

- Abrupt depression and lateral displacement of hillside surfaces over distances of up to several hundreds of feet.
- Disruption of surface drainage.
- Blockage of flood control channels and roadways.
- Displacement or destruction of improvements such as roadways, buildings, oil and water wells.

The speed with which landslides can occur vary considerably from rapid rockfalls to virtually imperceptible movements down slope under the pull of gravity. Soil creep is a very slow type of earth flow movement. It occurs mainly in solids containing clay. Most landslides are shallow, ranging up to perhaps 100 feet in depth and limited in extent to generally less than 100 acres. Most are not presently in motion (active), but have moved down slope to a position of stability and have remained.

An unusual number of brush fires in hillside areas may create the potential for mudslides if heavy rains arrive before the replanting has taken hold. Situations of this nature can usually be managed by warnings to the residents in advance of the predicted heavy rainfall.

### Local Situation

The probability and severity of a landslide/mudslide hazard occurring in the City of Oroville is categorized as low risk.

Most landslides in Butte County occur on slopes greater than 15 percent, and most new landslides occur in areas that have experienced previous landslides. The areas of highest landslide potential are in the mountainous central area of the county where well-developed soils overly impervious bedrock on steep slopes which at times undergo heavy rainfall. The slopes around flat uplands, such as Table Mountain, are also highly susceptible to landslides.

### Emergency Response Actions

Emergency Operations Center (EOC) response actions applicable to all hazards are included in EOC Handbook and Position Checklists in *Functional Annex A -- Direction and Control*.

*Refer to the March 2007 Butte County All-Hazard Mitigation Plan for detailed information and maps on the Landslide/Mudslide hazard for the city.*



## Hazard Appendix 7 – Insect Infestation

### Hazard Definition

Insect infestation occurs when an undesirable type of insect inhabits an area in a manner that causes serious harm to agriculture crops, livestock, or poultry; wild land trees, plants, or animals, or humans. Countless insects live on, in, and around plants, animals, and humans in all environments. Many are harmless, while others can cause fatal damage. Under some conditions, insects that have been present and relatively harmless can become hazardous. For example, severe drought conditions can weaken trees and make them more susceptible to destruction from insect attacks.

The major forms of insects are: chewing insects, boring or tunneling insects, and sucking insects. Also, while not technically an “insect,” it is worth noting that pathogens such as fungi can kill large stands of trees. In conjunction with the above outlined problems, insects can carry and spread disease to plants, animals, and people.

### Local Situation

The probability and severity of an insect infestation hazard occurring in the City of Oroville is categorized as a high to very high risk.

The number one industry in Butte County is agriculture, which provides a very significant base to the county's economy. Throughout Butte County, 1,216 traps were placed to detect the presence of the pest: Gypsy Moth, Mediterranean Fly, Japanese and Khapra Beetle, Oriental, Melon and Olive Fruit Flies and Glassy-winged Sharpshooter. 1,873 Olive Fruit Flies were trapped.

Pest eradication for the Spotted Knapweed, Diffuse Knapweed, Hoary Cress, Perennial Peppergrass, White Horsenettle, Skeleton Weed and Dyer's Woad is controlled by a combination of mechanical and chemical methods at 52 sites throughout the county.

Insect infestation is an ongoing threat to agriculture and public health in Butte County. The effects on people and property can be disastrous and costly.

### Emergency Response Actions

Emergency Operations Center (EOC) response actions applicable to all hazards are included in EOC Handbook and Position Checklists in *Functional Annex A - Direction and Control*.

*Refer to the March 2007 Butte County All-Hazard Mitigation Plan for detailed information and maps on the Insect Infestation hazard for the city.*

## **Hazard Appendix 8 – Public Health/Epidemics**

### **Hazard Definition**

From time to time, a pathogen is introduced to or evolves within a human population to which we have little or no immunity. If that pathogen is highly communicable or easily transmitted from person to person, and virulent, causing severe illness or death in a significant percentage of persons, then such a pandemic can infect millions of people and potentially cause a destabilizing social disruption.

Epidemics (an infectious disease that spreads person to person, and beyond the local population) and pandemics (an epidemic that reaches global proportions), have been noted in recent past. Three acknowledged pandemics occurred in the twentieth century. The Spanish flu of 1918 was not a highly virulent pathogen in terms of mortality - only 2.5 percent of those infected died - but it was highly communicable. As a result, a large percentage of the U.S. population fell ill; approximately one-half million Americans died, and during the waves of the pandemic essential public services were threatened. The 1958 Asian Flu (H2N2) caused 70,000 deaths in the US. The 1968 Hong Kong Flu (H3N2) caused 34,000 deaths in the US.

Already in the 21<sup>st</sup> Century the world has two epidemic flu strains that raised the threat level for influenza around the world.

- In 2003 the H5N1 Avian Influenza caused over 500 cases of human infection and was reported by more than a dozen countries. Avian influenza flu infection in humans is very rare and has never been detected in the United States.
- In 2009 the H1N1 (sometimes called the Swine Flu) flu pandemic spread throughout the world, including the United States, and infected more than 61 million people, causing 12,000 deaths. The US government coordinated a public health emergency response within the states that saved lives and helped limit the impact of the outbreak. In summer of 2010, the U.S. Public Health Emergency for H1N1 flu expired.

### **Local Situation**

The probability and severity of public health/epidemic hazard occurring in the City of Oroville is categorized as a moderate risk.

The first California recorded death from West Nile Virus in 2006 occurred in Butte County. In 2005 there was the presence of West Nile Virus infecting 25 humans, 79 birds, 53 sentinel chickens and 7 horses. Outbreaks had been localized and controlled. From 1995 to 2003 there have been reported 98 cases of Lyme disease in the county.

The Butte County Department of Public Health (BCDPH) is the lead department for the county's response. BCDPH will work closely with local jurisdictions such as the City of Oroville to ensure that:

- planning efforts are consistent throughout the county;
- official information will be provided to the jurisdictions in a timely manner;
- pharmaceutical distribution planning, training and exercising is conducted; and

- the organization is SEMS/NIMS (Standardized Emergency Management System/National Incident Management System) compliant.

The Butte County Office of Emergency Management (OEM) and Department of Public Health would coordinate personnel and material resource acquisition and distribution in coordination with local, state, and federal agencies. In addition, potential pharmaceutical distribution sites have been identified in each locale within of Butte County to assist in dispensing pharmaceuticals or vaccines if there is a credible public health threat.

### **Emergency Response Actions**

Emergency Operations Center (EOC) response actions applicable to all hazards are included in EOC Handbook and Position Checklists in *Functional Annex A - Direction and Control*.

*Refer to the March 2007 Butte County All-Hazard Mitigation Plan for detailed information and maps on the Public Health/Epidemic hazard for the city.*

## Hazard Appendix 9 – Transportation Incidents

### Transportation Incidents

#### Air

A major air crash that occurs in a populated residential area can result in considerable loss of life and property. The impact of a disabled aircraft as it strikes the ground creates the likely potential for multiple explosions, resulting in intense fires. Regardless of where the crash occurs, the explosions and fires have the potential to cause injuries, fatalities and the destruction of property at and adjacent to the impact point. The time of day when the crash occurs may have a profound effect on the number of dead and injured. Damage assessment and disaster relief efforts associated with an air crash incident will require support from other local governments, private organizations and in certain instances from the state and federal governments.

It can be expected that few, if any, airline passengers will survive a major air crash. The intense fires, until controlled, will limit search and rescue operations. Police barricades will be needed to block off the affected area. The crowds of onlookers and media personnel will have to be controlled. Emergency medical care, food and temporary shelter will be required by injured or displaced persons. Many families may be separated, particularly if the crash occurs during working hours; and a locator system should be established at a location convenient to the public. Investigators from the National Transportation Safety Board and the Butte County Coroner's Office will have short-term jurisdiction over the crash area and investigations will be completed before the area is released for clean up. The clean-up operation may consist of the removal of large debris, clearing of roadways, demolishing unsafe structures and towing of demolished vehicles.

It is impossible to totally prepare, either physically or psychologically, for the aftermath of a major air crash. However, since the Butte County area has an active air space, air crash incidents are no longer a probability but a reality. Therefore, air crash incidents must be included among other potential disasters.

#### Rail

A major train derailment that occurs in a heavily populated area can result in considerable loss of life and property. As a train leaves its track, there is no longer any control as to the direction it will travel.

Potential hazards could be overturned rail cars, direct impact into an industrial building or entering into normal street traffic. Each of these hazards encompasses many threats, such as a hazardous materials incident, fire, severe damage to either adjacent buildings or vehicles and loss of life of those in either adjacent buildings or vehicles and pedestrians.

#### Freight/Truck

A major truck incident that occurs in a heavily populated industrial area or residential area can result in considerable loss of life and property. When a truck is involved in an accident, there is no longer control as to the direction the truck will travel.

Potential hazards could be overturned tank trailers, direct impact either into a residence or industrial building, or entering into the normal flow of traffic. Each of these hazards encompass many threats, such as hazardous materials incident, fire, severe damage to either adjacent buildings or vehicles, and loss of life of pedestrians or those in either the adjacent buildings or vehicles.

## **Local Situation**

The City of Oroville is susceptible to several different types of transportation emergencies, including emergencies involving the airplane crashes, railroad, major truck (freight) and auto accidents. Many of these emergency situations may cause ancillary emergencies such as hazardous materials spills, which may require extensive population movement and sheltering efforts.

### Air

The impact of a disabled aircraft as it strikes the ground creates the potential for multiple explosions, resulting in an intense fire. Wherever the crash occurs, the resulting explosions and fires have the potential to cause injuries, fatalities and the destruction of property at, and adjacent to the impact point. The time of day when the crash occurs may have a profound effect on the number of injuries and fatalities.

The skies above the City of Oroville are occupied by aircraft originating and departing from the Oroville Municipal Airport, the Siller Bros Inc Airport and by the Lake Oroville Landing Area Seaplane Base.

In August 1996, a U-2 spy plane crashed into a parking lot in the Oroville Mercury Register killing the pilot and one person on the ground. Furthermore, two other people on the ground were slightly injured.

### Rail

The City of Oroville has rail lines that run through the city. The Union Pacific Railroad Company maintains approximately 100 miles of railroad tracks in Butte County. Union Pacific provides transportation services to manufacturing industries, lumber mills, quarries and agricultural producers. Passenger rail service is provided by Amtrak with a station in Chico.

### Freight/Truck

State highways in Butte County are operated by Caltrans and are conventional highways, with the exception of several segments in the Chico and Oroville areas that are designated as freeways.

Butte County is currently one of only two standard metropolitan statistical areas in the United States that are not served regionally by an interstate freeway. The county is served by three major highways. State Route 99 travels north-south, connecting Butte County with Yuba City and Sacramento to the south, and Red Bluff to the northwest. State Route 70 splits from State Route 99 south of Marysville, traveling north to Oroville and continuing northeast toward Quincy. State Route 149 connects State Routes 99 and 70 and provides a connection between Chico and Oroville.

Other key routes serving Butte County are State Routes 162 and 32. State Route 162 is a mainly east-west highway that connects southern Butte County, including Oroville, with Interstate 5 in Glenn County.

Because of this routine heavy truck traffic, the potential for a highway accident involving one or more trucks carrying volatile cargo is great. Generally, these accidents are handled as incidents by the appropriate jurisdiction; however, because of the dense population in and around the City of Oroville combined with the sheer volume of vehicular traffic, the risk of a crash becoming a catastrophic event grows.

Chain reaction accidents on the crowded freeways that surround Oroville must also be considered. These events can quickly grow into localized disasters that overstrain local responders. Potentially, they could

expand into catastrophic incidents involving hazardous materials, mass casualties, fire, and transportation disruption. Depending on the occurrence, the response could involve mass evacuation, mutual aid and other aspects of managing a disaster.

### **Emergency Response Actions**

Emergency Operations Center (EOC) response actions applicable to all hazards are included in EOC Handbook and Position Checklists in ***Functional Annex A - Direction and Control***.

*Refer to the March 2007 Butte County All-Hazard Mitigation Plan for detailed information and maps on the Transportation Incident hazard for the city.*

## Hazard Appendix 10 - Terrorism

### Terrorism

Terrorism is defined in 28 CFR Section 0.85 as "...the unlawful use of force and violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives." Since September 11, 2001, terrorism has become a fact of life for all Americans. Planning for response to potential terrorist incidents has long been part of California's Emergency Preparedness Planning effort. California provides a target-rich environment for terrorists, with many facilities and venues and an easy place to hide in California's diverse population.

There are many forms that terrorism can take and the most prevalent is a terrorist attack involving Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) agents and/or devices. There is also the threat of Cyber-Terrorism involving the use of computer data and networks to interrupt or shut down critical government infrastructures such as energy, transportation or financial sectors and Agro-Terrorism involving threats or interruptions to the food supply chain via crop contamination or a more targeted threat to a restaurant, distribution center or grocery store.

National security emergencies are typically war-related events or those events which threaten our national infrastructure, both physical and human, including those which hold the potential for destabilizing our national economy. National security emergencies could also include events such as severe petroleum shortages, disruption to food production and the supply chain or a public health emergency such as a pandemic. National security emergencies are, by their nature, catastrophic events which impact us not just on a local or regional level but threaten the well-being of the entire country.

### Local Situation

Butte County and its cities are home to many business and government agencies, transportation infrastructure and cultural facilities which are vulnerable to terrorist attack. Terrorism is a continuing threat throughout the world and within the United States. A variety of political, social, religious, cultural and economic factors underlie terrorist activities. Terrorists typically target civilians to advance their agenda. The media interest generated by terrorist attacks makes this a high visibility threat.

While the City of Oroville has not experienced terrorism threats whether conventional, CBRNE, Agricultural or any significant cyber-terrorism attack; incidents generating significant mass casualties make preparedness and the mechanisms for effective response essential.

In the event of an occurrence, local law enforcement has the primary responsibility to respond to terrorist events and in the event of a CBRNE incident will require the assistance of the hazardous materials response teams and other specialized response agencies on all levels (local, State and Federal) depending on the situation.

### Emergency Response Actions

Emergency Operations Center (EOC) response actions applicable to all hazards are included in EOC Handbook and Position Checklists in *Functional Annex A - Direction and Control*.

*Refer to the March 2007 Butte County All-Hazard Mitigation Plan for detailed information and maps on the Terrorism hazard for the city.*

## **Hazard Appendix 11 -- Civil Disorder and Violent Encounters**

### **Civil Disorder**

#### **Hazard Definition**

Generally, civil disorder is tied to a social situation/event or an issue of dispute, usually involving large groups who are celebratory, angry, frustrated and wanting to express an opinion or position. Public assembly can turn violent, resulting in civil disorder conditions in which the community well-being is directly at risk.

Civil Disorder incidents may result in the following impacts to public safety and wellbeing:

- Injury to targeted population groups or individuals within the perimeter of the event
- Damage to public and private property, structures and systems
- Interruption of official government operations
- Loss of revenue from people being discouraged from entering affected areas
- Costs of managing response resources
- Interrupted traffic and loss of mobility due to rioting and official road closures
- Societal disruptions and long-term stigma associated with such occurrences

Large groups of people may become unruly and disturb the peace or commit other illegal activities. The law enforcement's effort to quell such a situation may require mutual aid beyond standard agreements.

A violent encounter is a sudden and significant act of lawlessness by one or more persons or groups resulting in extreme violence and hazard.

#### **Local Situation**

Civil disorder and violent encounters include incidents that are intended to disrupt a community to the degree that law enforcement intervention is required to maintain public safety. Civil disorder incidents are generally associated with controversial political, judicial, or economic issues and/or events.

The City of Oroville does not have a history of major civil disorder and violent encounter incidents which make this hazard a low risk for the city. Locations within the City of Oroville that have large public gatherings, such as Sank Park or the Municipal Auditorium, have the potential for unstable conditions, possibly impacting a jurisdiction's ability to provide sufficient law enforcement and fire protective services.

The effects of civil disorder and/or violent encounters are varied and are usually based upon the type, severity, scope and duration of the disturbance. The effects of civil disorder include traffic congestion or gridlock, illegal assemblies, disruption of utility service, property damage, injuries and potentially loss of life.

During a civil disorder incident that affects the City of Oroville, there are certain facilities within the city that may be more at risk than other facilities. Certain locations often hold musical concerts, sporting events, and other events that attract large numbers of people such as gymnasiums, conference centers, local parks, which create significant traffic congestion problems and the potential for disruptive behavior.

#### **Emergency Response Actions**



Emergency Operations Center (EOC) response actions applicable to all hazards are included in EOC Handbook and Position Checklists in ***Functional Annex A - Direction and Control***.

*Refer to the **March 2007 Butte County All-Hazard Mitigation Plan** for detailed information and maps on the **Civil Disorder/Violent Encounter** hazard for the city.*

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: HIGHLANDS APARTMENT PARKING LOT REPAIRS**

**DATE: SEPTEMBER 19, 2017**

**SUMMARY**

The Council may consider authorizing a payment to Fairbanks Paving Company to make repairs to the central parking lot area of the Highlands Apartment complex, located at 222 Table Mountain Boulevard, in the amount of \$21,700, due to impacts from the Table Mountain Roundabout Construction Project.

**DISCUSSION**

During the closure of the Nelson Avenue, Table Mountain Boulevard, and Cherokee Road intersection for the construction of the roundabout, traffic would bypass the work zone by passing through the parking lot of the Highlands Apartments complex to get between Table Mountain Blvd and Cherokee Road. This caused additional wear on the parking lot and combined with the wet weather of 2016-2017 winter, led to the formation of several potholes that were periodically filled by City Public Works staff. The pothole patches were not permanent fixes and damaged pavement remains.

Staff noted that upon inspection of the impacted areas, that the apartment parking lot has an inherent drainage issue in the central parking lot area near the canopies and that the pavement repairs would not resolve this issue. Water will continue to pond in this area and cause accelerated degradation of the asphalt concrete. This is a pre-existing condition not caused by through traffic impacts to the parking lot. Note that re-grading of the parking lot is not a part of this work.

On July 18, 2017, Council directed staff to return with options to perform the repairs to the parking lot. The Highlands Apartment manager contacted Fairbanks Paving Company and received a proposal (Attachment B) for the parking lot repairs in the amount of \$21,700.00. The proposal is \$1,300 less than the engineers estimate provided on July 18, 2017.

**RECOMMENDATION**

Authorize the payment of \$21,700, to Fairbanks Paving Company to make repairs to the

central parking lot area of the Highlands Apartment complex, located at 222 Table Mountain Boulevard.

Capital Projects Fund – appropriations available \$63,934.97

## **ATTACHMENTS**

A – Fairbanks Paving Company Contract Proposal



259

35

ATTACHMENT "A"

License # 210271

CONTRACT PROPOSAL

|                                   |                               |                 |
|-----------------------------------|-------------------------------|-----------------|
| PROPOSAL SUBMITTED TO             | PHONE                         | DATE            |
| The Highlands Attn: Brandie Luthy | 534-9776                      | August 17, 2017 |
| STREET                            | JOB NAME                      |                 |
| 222 Table Mountain Blvd.          | Asphalt Repairs               |                 |
| CITY, STATE, ZIP CODE             | JOB LOCATION                  |                 |
| Oroville CA 95966                 | Table Mt. Blvd. - Oroville CA |                 |

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: [highlandoroville@ppmil.com](mailto:highlandoroville@ppmil.com)

Items 1, 2, 3, 4, 5 & 6

Move on job site and cone off areas where work is to be done to keep traffic out of repair areas.

Grind asphalt in 3 locations to a depth of 3" and haul off and dispose of all spoils. Total area to be ground and hauled off according to drawing is 3,274 sf (364 square yards).

Apply SS1 tack oil to existing asphalt to bond new paving to existing paving. Install new asphalt paving 3" thick in areas prepared.

Grind path through existing speed bump so water does not get trapped on back side.

Install 2 additional speed bumps as directed by owner's representatives.

Total \$19,000.00

Item #3

Apply seal coat material to newly patched asphalt with 1' perimeter larger than new patch. Total area is approx. 3,700sf (412 square yards).

Total \$2,700.00

NOTE: This work will not repair existing drainage issues that exist in parking lot. Water will still stand in certain areas.

This proposal is based on current FOB plant prices for asphalt concrete of \$89.95/ton and for aggregate base rock of \$13.82/ton, tax included. Any increase of price at the plant for material on the date the material is used will be added to this contract proposal.

TERMS: PROGRESS PAYMENTS ARE DUE AND PAYABLE 10 DAYS AFTER MONTHLY BILLING. FINAL PAYMENT IS DUE AND PAYABLE UPON COMPLETION OF WORK. PAST DUE ACCOUNTS WILL INCUR A FINANCE CHARGE OF 2.0% ON THE UNPAID BALANCE (OR A MINIMUM CHARGE OF \$20.00 FOR BALNCES UNDER \$1,000), WHICH IS AN ANNUAL PERCENTAGE RATE OF 24%. PROMPT PAYMENT WILL AVOID SUCH FINANCE CHARGES.

In the event that legal action is instituted by either party hereto, the prevailing party shall be entitled to reasonable attorney's fees and costs.

FAIRBANKS PAVING COMPANY

BY

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY FAIRBANKS PAVING COMPANY IF NOT ACCEPTED IN 30 DAYS.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions (on the face and reverse) are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline in the TERMS above.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

SEE MECHANICS LIEN LAW AND GENERAL CONDITIONS ON REVERSE SIDE OF PROPOSAL

RETURN ORIGINAL (WHITE COPY) TO FAIRBANKS PAVING COMPANY

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND CITY COUNCIL MEMBERS**

**FROM: MIKE MASSARO, CITY ENGINEER  
DONALD RUST, ACTING CITY ADMINISTRATOR (530) 538-2433  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: PROFESSIONAL SERVICES AGREEMENT WITH BENNETT  
ENGINEERING SERVICES**

**DATE: SEPTEMBER 19, 2017**

**SUMMARY**

The Council may consider a Professional Services Agreement (PSA) with Bennett Engineering Services, in the amount of \$414,708, for the Engineering Design of Sanitary Sewer Projects (Project).

**BACKGROUND**

PROJECT NEED

The City's Sanitary Sewer Master Plan (SSMP) includes a list of six projects where the existing sewer pipe sizes are hydraulically deficient to convey existing wet weather flows without surcharging and creating sanitary sewer overflows (SSO's). The manholes associated with these project pipe sections are at risk of SSO's for the 10-year design storm event. The project locations of sewer pipes requiring upsizing are summarized below:

Oro Dam Boulevard Bypass Sewer – 10,108 feet of 15" – 21" diameter relief sewer from 850 feet south of Stanford Avenue to 5<sup>th</sup> Avenue. This is a new bypass sewer alignment that will provide hydraulic relief for 18 existing pipe sections along the Mitchell Avenue corridor that are undersized for wet weather flows; there is no existing pipe along this alignment. Approximately 6,000 feet of this alignment will be constructed within the Highway 162 right of way from Olive Highway to 5<sup>th</sup> Avenue. This Project element poses the highest level of design and construction challenge due to the expected depth of excavation required beneath the highway, traffic control issues, and the known geology showing a history of significant trench collapse potential during construction. The cost for this project is estimated at \$4.5 million.

Stanford Avenue – 1,315 feet of replacement 12" and 15" diameter sewer along Dry Creek, Stanford Avenue and Oro Dam Boulevard. The cost for this project is estimated at \$318,000.

Grace Baptist Church – 192 feet of replacement 10” diameter sewer on church property to Oro Dam Boulevard. The cost for this project is estimated at \$42,000.

Montgomery Street – 1,072 feet of replacement 18” diameter sewer along Montgomery Street, between Oliver Street and Downer Street. The cost for this project is estimated at \$553,000.

Table Mountain Boulevard – 2,917 feet of replacement 12” and 15” sewer from 390 feet north of Nelson Avenue to 950 feet south of Grand Avenue. Approximately 600 feet of this alignment will be replaced concurrent with construction of the Table Mountain Boulevard Roundabout. The cost for this project is estimated at \$733,000.

Feather River Boulevard – 1,038 feet of replacement 8” sewer from 233 feet north of Montgomery Street to Robinson Street. The cost for this project is estimated at \$214,000.

The total cost for all 6 project components is \$6.44 million. In anticipation of the large amount of funding necessary to design and construct these important at-risk projects, the City’s monthly sewer service rates were increased annually between 2009 and 2015. There is currently adequate sewer fund balance to pay for the design of these projects. Furthermore, there will be adequate sewer fund balance to begin the construction of these projects starting in fiscal year 2018 – 2019. Individual Project maps are attached to this staff report.

## **FISCAL IMPACT**

Funding for the Project design, in the amount of \$414,708, is available in the Sewer Fund account (Fund 400-6360-4101). The balance of the Fund is \$5,428,039.79.

## **RECOMMENDATIONS**

Adopt Resolution No. 8654 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BENNETT ENGINEERING SERVICES, IN THE AMOUNT OF \$414,708, FOR THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE ENGINEERING DESIGN OF SANITARY SEWER PROJECTS – (Agreement No. 3234).

## **ATTACHMENTS**

- A - Resolution No. 8654
- B - Agreement No. 3234

**CITY OF OROVILLE  
RESOLUTION NO. 8654**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BENNETT ENGINEERING SERVICES, IN THE AMOUNT OF \$414,708, FOR THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE ENGINEERING DESIGN OF SANITARY SEWER PROJECTS**

**(Agreement No. 3234)**

**BE IT HEREBY RESOLVED** by the Oroville City Council as follows:

1. The Mayor is hereby authorized to execute a Professional Services Agreement with Bennet Engineering Services relating to the Sanitary Sewer Projects. A copy of the Agreement is attached to this Resolution.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on September 19, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Donald Rust, Acting City Clerk

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of September 19, 2017, by and between the City of Oroville ("City") and Bennett Engineering Services ("Consultant").

### **RECITALS**

- A. The Consultant is licensed, trained, experienced and competent to provide design and construction documents for the Engineering Design of Sanitary Sewer Projects (Project) as required by this Agreement; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

### **AGREEMENT**

- 1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the services described in the Bennett Engineering Services proposal attached as Exhibit "A" which is incorporated herein by reference.
- 2. Time of Performance. The services of Consultant shall commence upon execution of this Agreement and shall be completed at the end of Project close out.
- 3. Compensation. Compensation to be paid to Consultant shall be in



accordance with the fee budget set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. **In no event shall Consultant's compensation exceed the amount of \$414,708 without additional written authorization from the City.** Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice

of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any

and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it's practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents

may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
  - a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel

independent of the control and direction of the City or any City official, other than normal agreement monitoring; and

- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel.  
(FPPC Reg. 18700(a)(2).)
13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
16. Indemnity. Consultant agrees to indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all

claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including reimbursement of reasonable costs and expenses in connection therein), arising from its negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the negligence or willful misconduct of the City, its officers, agents, employees or volunteers. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:                   **City Administrator  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965-4897**

If to Consultant: **Bennett Engineering Services**  
**1082 Sunrise Ave, Suite 100**  
**Roseville, CA 95661**  
**Attn: Mike Massaro**

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.



22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in Butte County Superior Court or the United States District Court, Eastern District of California.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

By: \_\_\_\_\_  
Linda L. Dahlmeier, Mayor

By: \_\_\_\_\_  
Leo Rubio, President, Bennett  
Engineering Services

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
Scott E. Huber, City Attorney

By: \_\_\_\_\_  
Donald Rust, Acting City  
Administrator

Attachments: Exhibit A - Consultant Scope  
Exhibit B – Fee Proposal  
Exhibit C - Insurance Requirements

# EXHIBIT: Scope of Services - Revised

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Client: City of Oroville  
Consultant: Bennett Engineering Services Inc  
Project: Sanitary Sewer Projects  
Date: May 2, 2017

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*Consultant's services shall be limited to those expressly set forth below, and Consultant shall have no other obligations or responsibilities for the Project or to the Client except as agreed to in writing or as provided in this Agreement. All of Consultant's services in any way related to the Project or Client shall be subject to the terms of this Agreement.*

## **TASK 1. Project Management and Meetings**

Bennett Engineering Services, Inc (BEN|EN) will manage the project budget and schedule commensurate with the agreed upon scope of work. Project Management will include monthly invoicing and regular communication with the City of Oroville Project Manager.

Invoices shall be billed by the task number and will show the total task budget, amount billed each month, and task budget balance remaining.

BEN|EN will attend one (1) 2-hour kick off meeting and two (2) 4-hour post kick-off project meetings corresponding to City of Oroville feedback on 60% and 90% PS&E deliverables. All project management and design review meetings will be held at Oroville City Hall. BEN|EN project manager will provide agenda and meeting summary.

## **TASK 2. Utility Identification, Research, and Coordination**

BEN|EN will identify the utility facilities within the Projects' boundaries that may interfere with construction, with an emphasis on Project 1A (Oro Dam Boulevard). BEN|EN will investigate the presence of existing utilities by contacting utility owners via the utility letter process and investigating available documentation and surface indicators. BEN|EN will identify potential utility conflicts to the City in a technical memorandum and will provide recommendations on the necessity of additional utility investigation to include, but not limited to, pot-holing. BEN|EN will schedule a pre-application meeting between Caltrans, City of Oroville Project Manager, and BEN|EN to discuss Project 1A and Caltrans concerns and requirements. BEN|EN will request any available Caltrans subsurface data beneath Oro Dam Boulevard within the Project boundaries. Utility A, B, and C letters process will be used with equivalent design level drawings of the sewer projects to coordinate with utility companies who have assets in the area.

### **Subtask 2.1. Caltrans Coordination**

BEN|EN will set-up a pre-application meeting with Caltrans to discuss traffic control options and anticipated construction techniques. This meeting will help define the contractor constraints for the Bid Documents. BEN|EN will also attend a design review meeting with Caltrans to receive and address comments on the 60% PS&E. It is assumed these meetings will be held at Caltrans' offices in Sacramento.

### **Subtask 2.2. Caltrans Encroachment Permit**

BEN|EN will prepare the encroachment permit for Caltrans. It is assumed Caltrans fees for the project encroachment permit will be paid by the City of Oroville.

**Subtask 2.3. UPRR Crossing Permit**

BEN|EN will prepare the crossing permits for the UPRR. It is assumed that two separate permits will be required and that the fees will be paid by the City of Oroville.

**Subtask 2.4. Utility Potholing**

Based on the results of the utility letter process (A letter responses), BEN|EN will choose locations and depths for utility pot holes. BEN|EN will utilize Bess Test Labs (BTL) to complete the potholing and data logging and will assume that 20 potholes locations to an average depth of five (5) feet will be required. The budget will include potholing using vacuum excavation equipment, slurry backfill and asphalt replacement to City and Caltrans specifications. The budget also includes securing encroachment permits from the City and Caltrans for the pothole work. Caltrans encroachment permit fees will be passed through to the City. It is assumed there will be no fee for the City permit.

**Subtask 2.5. Utility Letters**

Utility A (30% design level), B (60% design level), and C (90% design level) letters and drawings will be mailed to a list of utility stakeholders. Utility letter feedback will be logged and supplied, record data will be used to update design drawings at each interval. The C letters and associated 90% drawings will serve as notification to utility assets requiring relocations.

**TASK 3. Geotechnical Subsurface Investigation**

BEN|EN in cooperation with our subconsultant, Holdrege & Kull, will obtain encroachment permits from Caltrans for geotechnical borings within Oro Dam Boulevard, and other project locations. The cost of Caltrans encroachment permits will be included in budget. Level of effort and budget have assumed that 10 soil boring locations are required. The geotechnical investigation will identify the nature and stability of subsurface sediments and the presence of shallow groundwater that may affect pipeline constructability and construction costs. The geotechnical level of effort and budget include drilling equipment, slurry backfill, and asphalt replacement to City and Caltrans specifications. The budget also includes securing encroachment permits from the City and Caltrans. It is assumed there will be no fee for the City permit.

BEN|EN and Holdrege & Kull will evaluate shoring methods appropriate for the depth of trench and soil types anticipated. Trenchless methods of construction will also be evaluated relative to the geology and other utility constraints.

**TASK 4. Project Surveying**

BEN|EN in cooperation with our subconsultant, Unico, will perform topographical land survey of the surface conditions along each project alignment and its immediate surroundings, identifying road, manhole and invert elevations, structures, utilities, and any features that will affect pipeline construction. The work will result in base-mapping used for the design drawings. Pothole and geotechnical boring locations will also be surveyed.

**TASK 5. Plans, Specifications, and Estimates**

BEN|EN will prepare, design, and deliver plans for the construction of Element 1 Projects 1A through 1F for 60%, 90%, and final project design.

**Subtask 5.1. 60% PS&E**

Project plans will be developed at 1" = 50' scale for sewer projects 1A – 1F. Plans will detail above and below ground utilities based on field survey, utility letter coordination process, and potholing. New and reconnections will be depicted on the plans.

Technical Specifications will be written with the current Standard Specifications for Public Works Construction and other applicable agency standards. Shoring requirements will be included for Oro Dam Boulevard.

Engineer's Opinion of Probable Construction Cost (OPCC) will be developed based on the design plans and specifications.

**Subtask 5.2. 90% PS&E**

Project plans will be updated based on review comments from City of Oroville, Caltrans, and utility "B" letter feedback.

Technical Specifications will be updated based on comments.

Engineer's Opinion of Probable Construction Cost (OPCC) will be developed based on the updated design plans and specifications.

**Subtask 5.3. Bid Documents and Final OPCC**

Project plans will be updated based on review comments from City of Oroville, Caltrans, and utility "C" letter feedback.

Technical Specifications will be updated based on comments.

Engineer's Opinion of Probable Construction Cost (OPCC) will be developed based on the updated design plans and specifications.

**TASK 6. OPTIONAL – Traffic Control Plans**

Depending on project need and approval by the City, BEN|EN in coordination with a C31 Contractor, will prepare conceptual 30% Traffic Control plans based on the preliminary design pipeline alignment and anticipated construction impacts for Project 1A. These plans would be used for discussion and communication purposes with Caltrans on Oroville Dam Blvd (State Route 162). These plans will also assist in defining the contract specification constraints and assist the contractor in the traffic control plan submittals for approval prior to construction mobilization.

**TASK 7. OPTIONAL – Construction Support**

BEN|EN will assist the City in the review of Submittals, RFI's, and Design Changes during mobilization and construction of the sewer projects. 15 submittals, 5 RFI's, and 2 Design Changes are assumed for level of effort and cost estimation purposes.

**DELIVERABLES:**

- Monthly Invoices
- Meeting Agendas and Summaries
- Utilities Coordination Technical Memorandum with 30% Drawings
- Geotechnical Data (Technical Memorandum) Report
- 60%, 90%, and Bid Set Plans, Specifications, and Cost Estimates
- *Optional: 30% and 60% Traffic Control Plans*
- *Optional: Submittal and RFI review, Design Drawing Changes/Clarifications*

**INITIALS:**

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

# COST PROPOSAL - Revised 2017

Client: City of Oroville

Consultant: Bennett Engineering Services Inc

Project: Engineering Design of Sanitary Sewer Projects

Date: May 12, 2017



| Fee Estimate   | Principal Engineer<br>240 \$/hr |                | Project Manager VI<br>215 \$/hr |                | Project Manager IV<br>195 \$/hr |                 | Engineer IV<br>185 \$/hr |                | Engineer II<br>160 \$/hr |                 | Designer III<br>150 \$/hr |                 | Administrative<br>75 \$/hr |                | BEN EN Subtotal |                  | MISC. EXPENSES | Unico Contract  | Holdrege & Kull Contract | TC Contractor TBD Contract | Bess TestLab Contract | TOTAL            |
|--|---------------------------------|----------------|---------------------------------|----------------|---------------------------------|-----------------|--------------------------|----------------|--------------------------|-----------------|---------------------------|-----------------|----------------------------|----------------|-----------------|------------------|----------------|-----------------|--------------------------|----------------------------|-----------------------|------------------|
|  | Qty                             | Cost           | Qty                             | Cost           | Qty                             | Cost            | Qty                      | Cost           | Qty                      | Cost            | Qty                       | Cost            | Qty                        | Cost           | Qty             | Cost             |                |                 |                          |                            |                       |                  |
| <b>Task 1 - Project Management and Meetings</b>                    |                                 |                |                                 |                |                                 |                 |                          |                |                          |                 |                           |                 |                            |                |                 |                  |                |                 |                          |                            |                       |                  |
| 1.1 - Project Management   | 6 hrs                           | \$1,440        | 2 hrs                           | \$430          | 28 hrs                          | \$5,460         | hrs                      | \$0            | 28 hrs                   | \$4,480         | hrs                       | \$0             | 40 hrs                     | \$3,000        | 104 hrs         | \$14,810         | \$740          | \$0             | \$8,000                  | \$0                        | \$0                   | \$23,550         |
| 1.2 - Meetings   | hrs                             | \$0            | 2 hrs                           | \$430          | 16 hrs                          | \$3,120         | hrs                      | \$0            | 36 hrs                   | \$5,760         | 4 hrs                     | \$600           | hrs                        | \$0            | 58 hrs          | \$9,910          | \$500          | \$0             | \$0                      | \$0                        | \$0                   | \$10,410         |
| <b>Subtotal</b>  | <b>6 hrs</b>                    | <b>\$1,440</b> | <b>4 hrs</b>                    | <b>\$860</b>   | <b>44 hrs</b>                   | <b>\$8,580</b>  | <b>hrs</b>               | <b>\$0</b>     | <b>64 hrs</b>            | <b>\$10,240</b> | <b>4 hrs</b>              | <b>\$600</b>    | <b>40 hrs</b>              | <b>\$3,000</b> | <b>162 hrs</b>  | <b>\$24,720</b>  | <b>\$1,240</b> | <b>\$0</b>      | <b>\$8,000</b>           | <b>\$0</b>                 | <b>\$0</b>            | <b>\$33,960</b>  |
| <b>Task 2 - Utility Identification, Research, and Coordination</b> |                                 |                |                                 |                |                                 |                 |                          |                |                          |                 |                           |                 |                            |                |                 |                  |                |                 |                          |                            |                       |                  |
| 2.1 - Caltrans Coordination  | hrs                             | \$0            | 6 hrs                           | \$1,290        | 8 hrs                           | \$1,560         | hrs                      | \$0            | 3 hrs                    | \$480           | hrs                       | \$0             | hrs                        | \$0            | 17 hrs          | \$3,330          | \$170          | \$0             | \$0                      | \$0                        | \$0                   | \$3,500          |
| 2.2 - Caltrans Encroachment Permit                                 | hrs                             | \$0            | 4 hrs                           | \$860          | 8 hrs                           | \$1,560         | hrs                      | \$0            | 16 hrs                   | \$2,560         | hrs                       | \$0             | hrs                        | \$0            | 28 hrs          | \$4,980          | \$250          | \$0             | \$6,300                  | \$0                        | \$0                   | \$11,530         |
| 2.3 - UPRR Crossing Permit   | hrs                             | \$0            | hrs                             | \$0            | 10 hrs                          | \$1,950         | hrs                      | \$0            | 14 hrs                   | \$2,240         | 8 hrs                     | \$1,200         | hrs                        | \$0            | 32 hrs          | \$5,390          | \$270          | \$0             | \$0                      | \$0                        | \$0                   | \$5,660          |
| 2.4 - Utility Potholing  | hrs                             | \$0            | hrs                             | \$0            | 4 hrs                           | \$780           | hrs                      | \$0            | 18 hrs                   | \$2,880         | hrs                       | \$0             | hrs                        | \$0            | 22 hrs          | \$3,660          | \$180          | \$4,658         | \$0                      | \$0                        | \$35,000              | \$43,498         |
| 2.5 - Utility Letters  | hrs                             | \$0            | hrs                             | \$0            | 8 hrs                           | \$1,560         | hrs                      | \$0            | 32 hrs                   | \$5,120         | hrs                       | \$0             | hrs                        | \$0            | 40 hrs          | \$6,680          | \$330          | \$0             | \$0                      | \$0                        | \$0                   | \$7,010          |
| <b>Subtotal</b>  | <b>hrs</b>                      | <b>\$0</b>     | <b>10 hrs</b>                   | <b>\$2,150</b> | <b>38 hrs</b>                   | <b>\$7,410</b>  | <b>hrs</b>               | <b>\$0</b>     | <b>83 hrs</b>            | <b>\$13,280</b> | <b>8 hrs</b>              | <b>\$1,200</b>  | <b>hrs</b>                 | <b>\$0</b>     | <b>139 hrs</b>  | <b>\$24,040</b>  | <b>\$1,200</b> | <b>\$4,658</b>  | <b>\$6,300</b>           | <b>\$0</b>                 | <b>\$35,000</b>       | <b>\$71,198</b>  |
| <b>Task 3 - Geotechnical Subsurface Investigation</b>              |                                 |                |                                 |                |                                 |                 |                          |                |                          |                 |                           |                 |                            |                |                 |                  |                |                 |                          |                            |                       |                  |
| 3.1 - Geotechnical Subsurface Investigation                        | hrs                             | \$0            | hrs                             | \$0            | 8 hrs                           | \$1,560         | hrs                      | \$0            | 40 hrs                   | \$6,400         | hrs                       | \$0             | hrs                        | \$0            | 48 hrs          | \$7,960          | \$400          | \$0             | \$62,000                 | \$0                        | \$0                   | \$70,360         |
| <b>Subtotal</b>  | <b>hrs</b>                      | <b>\$0</b>     | <b>hrs</b>                      | <b>\$0</b>     | <b>8 hrs</b>                    | <b>\$1,560</b>  | <b>hrs</b>               | <b>\$0</b>     | <b>40 hrs</b>            | <b>\$6,400</b>  | <b>hrs</b>                | <b>\$0</b>      | <b>hrs</b>                 | <b>\$0</b>     | <b>48 hrs</b>   | <b>\$7,960</b>   | <b>\$400</b>   | <b>\$0</b>      | <b>\$62,000</b>          | <b>\$0</b>                 | <b>\$0</b>            | <b>\$70,360</b>  |
| <b>Task 4 - Project Surveying</b>                                  |                                 |                |                                 |                |                                 |                 |                          |                |                          |                 |                           |                 |                            |                |                 |                  |                |                 |                          |                            |                       |                  |
| 4.1 - Project Surveying  | hrs                             | \$0            | hrs                             | \$0            | 2 hrs                           | \$390           | hrs                      | \$0            | 12 hrs                   | \$1,920         | 32 hrs                    | \$4,800         | hrs                        | \$0            | 46 hrs          | \$7,110          | \$360          | \$59,800        | \$0                      | \$0                        | \$0                   | \$67,270         |
| <b>Subtotal</b>  | <b>hrs</b>                      | <b>\$0</b>     | <b>hrs</b>                      | <b>\$0</b>     | <b>2 hrs</b>                    | <b>\$390</b>    | <b>hrs</b>               | <b>\$0</b>     | <b>12 hrs</b>            | <b>\$1,920</b>  | <b>32 hrs</b>             | <b>\$4,800</b>  | <b>hrs</b>                 | <b>\$0</b>     | <b>46 hrs</b>   | <b>\$7,110</b>   | <b>\$360</b>   | <b>\$59,800</b> | <b>\$0</b>               | <b>\$0</b>                 | <b>\$0</b>            | <b>\$67,270</b>  |
| <b>Task 5 - Plans, Specifications, and Estimates</b>               |                                 |                |                                 |                |                                 |                 |                          |                |                          |                 |                           |                 |                            |                |                 |                  |                |                 |                          |                            |                       |                  |
| 5.1 - 60% PS&E   | 4 hrs                           | \$960          | hrs                             | \$0            | 40 hrs                          | \$7,800         | 16 hrs                   | \$2,960        | 192 hrs                  | \$30,720        | 72 hrs                    | \$10,800        | 16 hrs                     | \$1,200        | 340 hrs         | \$54,440         | \$2,720        | \$0             | \$0                      | \$0                        | \$0                   | \$57,160         |
| 5.2 - 90% PS&E   | 2 hrs                           | \$480          | hrs                             | \$0            | 40 hrs                          | \$7,800         | 6 hrs                    | \$1,110        | 144 hrs                  | \$23,040        | 54 hrs                    | \$8,100         | 20 hrs                     | \$1,500        | 266 hrs         | \$42,030         | \$2,100        | \$0             | \$0                      | \$0                        | \$0                   | \$44,130         |
| 5.3 - Bid Documents and Final OPCC                                 | 2 hrs                           | \$480          | hrs                             | \$0            | 18 hrs                          | \$3,510         | 2 hrs                    | \$370          | 82 hrs                   | \$13,120        | 31 hrs                    | \$4,650         | 14 hrs                     | \$1,050        | 149 hrs         | \$23,180         | \$1,160        | \$0             | \$0                      | \$0                        | \$0                   | \$24,340         |
| <b>Subtotal</b>  | <b>8 hrs</b>                    | <b>\$1,920</b> | <b>hrs</b>                      | <b>\$0</b>     | <b>98 hrs</b>                   | <b>\$19,110</b> | <b>24 hrs</b>            | <b>\$4,440</b> | <b>418 hrs</b>           | <b>\$66,880</b> | <b>157 hrs</b>            | <b>\$23,550</b> | <b>50 hrs</b>              | <b>\$3,750</b> | <b>755 hrs</b>  | <b>\$119,650</b> | <b>\$5,980</b> | <b>\$0</b>      | <b>\$0</b>               | <b>\$0</b>                 | <b>\$0</b>            | <b>\$125,630</b> |
| <b>PROJECT TOTAL</b>   | <b>14 hrs</b>                   | <b>\$3,360</b> | <b>14 hrs</b>                   | <b>\$3,010</b> | <b>190 hrs</b>                  | <b>\$37,050</b> | <b>24 hrs</b>            | <b>\$4,440</b> | <b>617 hrs</b>           | <b>\$98,720</b> | <b>201 hrs</b>            | <b>\$30,150</b> | <b>90 hrs</b>              | <b>\$6,750</b> | <b>1150 hrs</b> | <b>\$183,480</b> | <b>\$9,180</b> | <b>\$64,458</b> | <b>\$76,300</b>          | <b>\$0</b>                 | <b>\$35,000</b>       | <b>\$368,418</b> |

**OPTIONAL TASKS:**

|  |               |                |               |                |                |                 |               |                |                |                  |                |                 |               |                |                 |                 |                 |                 |                 |                 |                 |                  |
|--|---------------|----------------|---------------|----------------|----------------|-----------------|---------------|----------------|----------------|------------------|----------------|-----------------|---------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|
| Task 6 OPTIONAL: Traffic Control Plans   | hrs           | \$0            | 4 hrs         | \$860          | 2 hrs          | \$390           | hrs           | \$0            | 12 hrs         | \$1,920          | 4 hrs          | \$600           | hrs           | \$0            | 22 hrs          | \$3,770         | \$190           | \$0             | \$0             | \$25,000        | \$0             | \$28,960         |
| Task 7 OPTIONAL: Construction Support    | 4 hrs         | \$960          | hrs           | \$0            | 16 hrs         | \$3,120         | hrs           | \$0            | 72 hrs         | \$11,520         | 4 hrs          | \$600           | 4 hrs         | \$300          | 100 hrs         | \$16,500        | \$830           | \$0             | \$0             | \$0             | \$0             | \$17,330         |
| <b>OPTIONAL TASKS TOTAL</b>              | <b>4 hrs</b>  | <b>\$960</b>   | <b>4 hrs</b>  | <b>\$860</b>   | <b>18 hrs</b>  | <b>\$3,510</b>  | <b>hrs</b>    | <b>\$0</b>     | <b>84 hrs</b>  | <b>\$13,440</b>  | <b>8 hrs</b>   | <b>\$1,200</b>  | <b>4 hrs</b>  | <b>\$300</b>   | <b>122 hrs</b>  | <b>\$20,270</b> | <b>\$1,020</b>  | <b>\$0</b>      | <b>\$0</b>      | <b>\$25,000</b> | <b>\$0</b>      | <b>\$46,290</b>  |
| <b>PROJECT TOTAL with OPTIONAL TASKS</b> | <b>18 hrs</b> | <b>\$4,320</b> | <b>18 hrs</b> | <b>\$3,870</b> | <b>208 hrs</b> | <b>\$40,560</b> | <b>24 hrs</b> | <b>\$4,440</b> | <b>701 hrs</b> | <b>\$112,160</b> | <b>209 hrs</b> | <b>\$31,350</b> | <b>94 hrs</b> | <b>\$7,050</b> | <b>1272 hrs</b> | <b>\$20,270</b> | <b>\$10,200</b> | <b>\$64,458</b> | <b>\$76,300</b> | <b>\$25,000</b> | <b>\$35,000</b> | <b>\$414,708</b> |

**Additional Fee Information**

- ▶ This fee estimate is valid for 90 days.
- ▶ This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- ▶ Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium.
- ▶ Classifications may be added or removed as-needed without notice.
- ▶ Substantial changes in the required Scope of Work or Schedule will result in the revision of the proposed fees and total contract amount.
- ▶ Rates are subject to change annually effective July 1st.

ALS:

## EXHIBIT C

### INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

#### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employee's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession.

#### ***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per claim for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee



satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### ***Other Insurance Provisions***

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by first class mail has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

### ***Verification of Coverage***

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**

**FROM: DONALD RUST, ACTING CITY ADMINISTRATOR  
ADMINISTRATION DEPARTMENT**

**RE: UNIT MODIFICATION AGREEMENT AND PETITION FOR  
FORMAL RECONGNITION OF THE OROVILLE PUBLIC SAFETY  
MID-MANAGERS ASSOCIATION**

**DATE: SEPTEMBER 19, 2017**

**SUMMARY**

The Council may consider: (1) an agreement to modify the existing Oroville Mid-Management Confidential (OMCA) bargaining unit by removing two positions from that unit, (2) the Acting City Administrator's decision to establish a new public safety mid-management bargaining unit, and (3) the related petition for formal recognition by the Oroville Public Safety Mid-Managers Association (OPSMMA) to represent the newly formed bargaining unit.

**DISCUSSION**

**Modification of OMCA Unit and Creation of New Public Safety Mid-Management Bargaining Unit**

The OMCA and the City have reached a tentative agreement to modify the OMCA bargaining unit by removing the positions of Fire Battalion Chief and Police Lieutenant from the OMCA bargaining unit.

After applying the criteria set forth in Section 11 of the City's Employer-Employee Relations Resolution (Resolution No. 2937), I have determined that the positions of Fire Battalion Chief and Police Lieutenant are properly placed in a separate public safety mid-management bargaining unit on the following grounds:

- These public safety mid-management positions share a community of interest separate and distinct from the positions in the OMCA bargaining unit and share common skills, working conditions, and job duties;
- Creation of the new unit will assure employees in both the new unit and the OMCA unit the fullest freedom in the exercise of rights under the MMBA and set forth in Resolution No. 2937;
- The creation of the new safety mid-management unit is consistent with the history of California public sector employee relations;

- The establishment of the new unit will allow efficient operations of the City and sound employer-employee relations;
- The new unit does not divide any classification into two separate units; and
- The creation of the new unit is supported by OMCA and all or a majority of the employees in the proposed new unit as evidenced by the petition signed by four of the five employees in the proposed new unit.

### **Petition for Formal Recognition of New Unit**

A majority (four of the five employees) of the employees in the proposed new unit described above have signed a petition seeking formal recognition of the Oroville Public Safety Mid-Managers Association (OPSMMA) to represent the new unit described as an employee organization, with the intention of meeting and conferring in good faith with the City of Oroville. regarding matters within the scope of representation including, but not limited to wages, hours, and other terms and conditions of employment.

Pursuant to Section 4, Employee Rights, under Resolution No. 2937, Employer-Employee Relations Resolution and the Meyers, Millais, Brown Act (Government Code 3502), employees of the City have the right to form, join, and participate in the activities of the employee organization of their own choosing for representation on all matters of employer-employee relations, including, but not limited to wages, hours, and other terms and conditions of employment.

OPSMMA is requesting that the City Council recognize the Oroville Public Safety Mid-Managers Association as the majority representative of the employees in the newly formed unit for meeting and conferring in good faith on all matters within the scope of representation.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

Adopt Resolution No. 8655 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING THE TENTATIVE AGREEMENT WITH OMCA TO MODIFY THE OMCA BARGAINING UNIT, APPROVING THE ACTING CITY ADMINISTRATOR'S DECISION TO ESTABLISH A NEW BARGAINING UNIT, AND APPROVING THE PETITION FOR FORMAL RECOGNITION OF THE OROVILLE PUBLIC SAFETY MID-MANAGERS ASSOCIATION EMPLOYEE ORGANIZATION FOR MEETING AND CONFERRING WITH THE CITY OF OROVILLE REGARDING WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

## **ATTACHMENTS**

A - Resolution No. 8655

B - Letter to Interim City Administrator Requesting Petition for Formal Recognition

C - Acting City Administrator's Response to Petition

D - Tentative Agreement with OCMA

**CITY OF OROVILLE  
RESOLUTION NO. 8655**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE TENTATIVE AGREEMENT WITH THE OROVILLE MID-MANAGEMENT & CONFIDENTIAL UNIT TO MODIFY THE OROVILLE MID-MANAGEMENT CONFIDENTIAL ASSOCIATION BARGAINING UNIT, APPROVING THE CITY ADMINISTRATOR'S DECISION TO ESTABLISH A NEW BARGAINING UNIT, AND APPROVING THE PETITION FOR FORMAL RECOGNITION OF THE OROVILLE PUBLIC SAFETY MID-MANAGERS ASSOCIATION EMPLOYEE ORGANIZATION FOR THE PURPOSE OF MEETING AND CONFERRING WITH THE CITY OF OROVILLE REGARDING WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

**BE IT HEREBY RESOLVED** by the Oroville City Council as follows:

1. The City Council hereby approves the tentative agreement with the Oroville Mid-Management & Confidential Association bargaining unit (OMCA) to modify the bargaining unit by removing the positions of Fire Battalion Chiefs and Police Lieutenants from the OMCA bargaining unit. A copy of the tentative agreement is attached as Exhibit "A."
2. The City Council approves the acting City Administrator's decision pursuant to Section 11 of Council Resolution No. 2937 to place the positions of Fire Battalion Chiefs and Police Lieutenants into a newly created Public Safety Mid-Managers bargaining unit.
3. The Council hereby approves the petition for formal recognition of the Oroville Public Safety Mid-Managers Association (OPSMMA) to represent the newly created Public Safety Mid-Managers bargaining unit. A copy of the petition is attached hereto as Exhibit "B."
4. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on September 19, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

/

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/

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/

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\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Donald Rust, Acting City Clerk



## DISCOVER GOLD . . . DISCOVER OROVILLE

1735 MONTGOMERY STREET – OROVILLE, CALIFORNIA 95965-4897

PERSONNEL  
(530) 538-2407

September 8, 2017

Mr. Don Rust  
Interim City Administrator  
1735 Montgomery St.  
Oroville, CA 95965

Dear Mr. Rust,

Members of the Oroville Fire Department and Oroville Police Department are submitting a petition for formal recognition to form and join as an employee organization, with intention of meeting and conferring in good faith with the City of Oroville. In addition, we wish to be recognized as the employee organization with majority representation rights regarding matters within the scope of representation including, but not limited to, wages, hours and other terms and conditions of employment.

Pursuant to Section 4, Employee Rights under Resolution No. 2937 (See attached), Employer-Employee Relations Resolution and reaffirmed by the Meyers, Millais, Brown Act (Government Code 3502), employees of the City shall have the right to form, join and participate in the activities of the employee organization of their own choosing for the purpose of representation on all matters of employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment.

Section 10 of the Employer-Employee Relations Resolution provides for the petition process for formal recognition. The following information/documentation should satisfy the necessary petition requirements.

**1. Name/Address of the employee Association:**

Oroville Public Safety Mid-Managers Association (OPSMMA)  
6111 Cliff Drive  
Paradise CA, 95969

**2. Name and Title of Officers**

President – Rob Buckhout  
Vice President – Chris Nicodemus  
Secretary-Treasurer – David Hilson

**3. Representatives authorized to speak on behalf of membership**

President – Rob Buckhout  
Vice President – Chris Nicodemus

**4. Primary purpose of employee organization**

The purpose and objective of the Oroville Public Safety Mid-Managers Association is to improve and advance public service, to represent its members in all matters relating to employment conditions and to promote harmony among members for their mutual protection.

**5. Affiliations**

The Oroville Public Safety Mid-Managers Association is not affiliated with any other employee organization; however, we reserve the right to do so.

**6. Constitution and By-Laws**

See attached

**7. Members/Addresses whom mail may be sent to**

Rob Buckhout  
6111 Cliff Drive  
Paradise CA, 95969

**8. Section 923 of the California Labor Code**

Oroville Public Safety Mid-Managers Association recognizes that the provisions of Section 923 of the California Labor Code are not applicable to City employees.

**9. Restriction on membership**

Oroville Public Safety Mid-Managers Association has no restrictions on membership based on race, color, creed, sex or national origin.

**10. Job Classifications/Titles of members**

See attached

**11. Designation of the Oroville Public Safety Mid-Managers Association**

See attached

**12. Request for formal recognition by the City Council**

Recognition has been given by the Oroville City Council pursuant to adoption of Resolution No. 7925, passed and adopted on May 15, 2012 and amended June 19, 2012. See attached. The OPSMMA is requesting formal recognition.

Please let me know if you need any additional information.

Sincerely,



Rob Buckhout, OPSMMA President



## DECLARATION

I CERTIFY UNDER PENALTIES OF PERJURY THAT I HAVE READ THE FOREGOING PETITION FOR FORMAL RECOGNITION, INCLUDING ALL ACCOMPANYING DOCUMENTS AND ATTACHMENTS, AND ALL ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Rob Buckhout, President OPSMMA

9/8/17

Date

I CERTIFY UNDER PENALTIES OF PERJURY THAT I HAVE READ THE FOREGOING PETITION FOR FORMAL RECOGNITION, INCLUDING ALL ACCOMPANYING DOCUMENTS AND ATTACHMENTS, AND ALL ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Chris Nicodemus, Vice-President OPSMMA

9-11-17

Date

I CERTIFY UNDER PENALTIES OF PERJURY THAT I HAVE READ THE FOREGOING PETITION FOR FORMAL RECOGNITION, INCLUDING ALL ACCOMPANYING DOCUMENTS AND ATTACHMENTS, AND ALL ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



David Hilson, Secretary/Treasurer OPSMMA

9-7-17

Date

## CERTIFICATION

I CERTIFY UNDER PENALTIES OF PERJURY THAT THE ATTACHED DOCUMENT IS A TRUE AND CORRECT COPY OF THE OROVILLE PUBLIC SAFETY MID-MANAGERS ASSOCIATION BY-LAWS.



Rob Buckhout, President OPSMMA

9/8/17

Date

I CERTIFY UNDER PENALTIES OF PERJURY THAT THE ATTACHED DOCUMENT IS A TRUE AND CORRECT COPY OF THE OROVILLE CITY CONFIDENTIAL ASSOCIATION BY-LAWS.

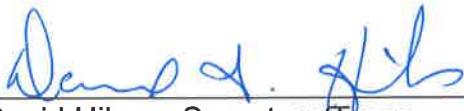


Chris Nicodemus, Vice-President OPSMMA

9-11-17

Date

I CERTIFY UNDER PENALTIES OF PERJURY THAT THE ATTACHED DOCUMENT IS A TRUE AND CORRECT COPY OF THE OROVILLE CITY CONFIDENTIAL ASSOCIATION BY-LAWS.







David Hilson, Secretary/Treasurer OPSMMA

9-7-17

Date

# DESIGNATION OF THE OROVILLE PUBLIC SAFETY MID-MANAGERS ASSOCIATION

|    | <u>NAME</u> (Please Print) | <u>TITLE</u>    | <u>SIGNATURE</u>  |
|----|----------------------------|-----------------|---|
| 1. | RUIZ, ISAAC, A.            | BATTALION CHIEF |  |
| 2. | BUCKHOLT, ROBERT L.        | DEPUTY CHIEF    |  |
| 3. | ZARATE, GIL                | LIEUTENANT      |   |
| 4. | HILSON, DAVID              | BATTALION CHIEF |  |
| 5. |                            |                 |   |
| 6. |                            |                 |   |

**EXHIBITS “C & D” WILL BE  
RECEIVED UNDER  
SEPARATE COVER**



**CITY OF OROVILLE**  
**FINANCE OFFICE**  
**1735 MONTGOMERY STREET**  
**OROVILLE, CA 95965-4897**

**530-538-2410**

## **MONTHLY FINANCE REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**

**FROM: RUTH WRIGHT, FINANCE DIRECTOR**

**RE: FINANCE DEPARTMENT REPORT**

**DATE: SEPTEMBER 19, 2017**

**CalCALPERS pension crisis** – The City continues to monitor the problem and explore all options to help mitigate the imminent pension cost increases. These increases are causing the City to face financially unsustainable times ahead.

- **Funding Option ideas**

- Accelerate the rate of impact instead of phasing in
  - Budget additional pension funding to CalPERS
  - Set-up IRS Section 115 Pension Trust
  - Amend General Fund Reserve Policy
  - Dedicate employee contributions to the unfunded pension liability and/or Section 115 Pension Trust.
  - Pension Obligation Bonds
  - Adjust payroll to current levels
  - Actuary assistance to determine timing of benefits of second and third tier employees
  - Negotiate for additional employee contribution toward pension costs
  - Identify new funding sources
- 
- **Accelerate the rate of impact instead of phasing in** – For Cities with large cash reserves this option make a lot of sense. Paying down the liability to curtail future increases is a smart option, if the money is available.
  - **Budget additional pension funding to CalPers** – Again, a great idea if there are resources to allocate.

- **Set-up IRS Section 115 Pension Trust** - This is an option the Council approved on September 9, 2017. One time revenues and employee contributions are to be deposited here. Since the current year budget was balanced by staff reductions, deposits to this account will be used to meet future years increases.
- **Amend the General Fund Reserve Policy** – Currently the City has \$1,500,000, which is approximately 11.55% of the current year budgeted expenditures. This amount is within the City’s target range of 5% to 15%. The purpose of the City’s reserve is to make up for temporary decreases in revenues in the even of economic downturn or emergencies.
- **Dedicate employee contributions to the unfunded liability and/or Section 115 Pension Trust** – After the opening of the Trust the City designated certain employee contributions to the Section 115 Trust. Contributions held in the Trust may or may not realize a greater return than the rate the unfunded liability is growing. It may make sense to hedge our position by evaluating a combination of contributions to a Section 115 Trust and to accelerate the paying down of the unfunded liability with one time revenues.
- **Pension Obligation Bonds** – This option has been vetted and is not feasible. The Government Finance Officers Association has issued an advisory that governments do not issue these Bonds because of exposure to potential loss. Reasons, 1) Bonds may fail to earn more than the interest rate of return over the term of the Bonds 2) Bonds are complex instruments that carry considerable risk 3) Bond issuers are now requiring collateral, (more risk) 4) Issuing Bonds increases the City’s debt burden and potentially uses up debt capacity for other purposes, 5) Rating agencies may downgrade the City’s credit rating. A recent meeting with our Bond advisors met with the same positions, Bonds are not feasible at this time. Special note; The City does have a Pension Obligation Bond that was issued in 2007 for \$7 million, this Bond will mature in 2023.
- **Adjust Payroll to Current Levels** – The City has done this. In Budget year 2015-16 the City froze all vacant positions at that time. In Budget year 2016-17 the City froze an additional 13.5 positions. At this time, there are no plans to further reduce the workforce as services and programs are already negatively affected.
- **Actuary assistance to determine timing of benefits of second and third tier employees** – This funding option is included in current labor negotiations.
- **Negotiate for additional employee contribution towards pension costs** – This funding option is included in current labor negotiations.
- **Identify new funding sources** – New funding sources are being explored and are highly controversial. Some recent ideas include a marijuana dispensary, another attempt at an additional sales tax initiative, contracting out of services.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**

**FROM: DONALD RUST, ACTING CITY ADMINISTRATOR  
ADMINISTRATION DEPARTMENT**

**RE: UNIT MODIFICATION AGREEMENT AND PETITION FOR  
FORMAL RECONGNITION OF THE OROVILLE PUBLIC SAFETY  
MID-MANAGERS ASSOCIATION**

**DATE: SEPTEMBER 19, 2017**

**SUMMARY**

The Council may consider: (1) an agreement to modify the existing Oroville Mid-Management Confidential (OMCA) bargaining unit by removing two positions from that unit, (2) the Acting City Administrator's decision to establish a new public safety mid-management bargaining unit, and (3) the related petition for formal recognition by the Oroville Public Safety Mid-Managers Association (OPSMMA) to represent the newly formed bargaining unit.

**DISCUSSION**

**Modification of OMCA Unit and Creation of New Public Safety Mid-Management Bargaining Unit**

The OMCA and the City have reached a tentative agreement to modify the OMCA bargaining unit by removing the positions of Fire Battalion Chief and Police Lieutenant from the OMCA bargaining unit.

After applying the criteria set forth in Section 11 of the City's Employer-Employee Relations Resolution (Resolution No. 2937), I have determined that the positions of Fire Battalion Chief and Police Lieutenant are properly placed in a separate public safety mid-management bargaining unit on the following grounds:

- These public safety mid-management positions share a community of interest separate and distinct from the positions in the OMCA bargaining unit and share common skills, working conditions, and job duties;
- Creation of the new unit will assure employees in both the new unit and the OMCA unit the fullest freedom in the exercise of rights under the MMBA and set forth in Resolution No. 2937;
- The creation of the new safety mid-management unit is consistent with the history of California public sector employee relations;

- The establishment of the new unit will allow efficient operations of the City and sound employer-employee relations;
- The new unit does not divide any classification into two separate units; and
- The creation of the new unit is supported by OMCA and all or a majority of the employees in the proposed new unit as evidenced by the petition signed by four of the five employees in the proposed new unit.

### **Petition for Formal Recognition of New Unit**

A majority (four of the five employees) of the employees in the proposed new unit described above have signed a petition seeking formal recognition of the Oroville Public Safety Mid-Managers Association (OPSMMA) to represent the new unit described as an employee organization, with the intention of meeting and conferring in good faith with the City of Oroville. regarding matters within the scope of representation including, but not limited to wages, hours, and other terms and conditions of employment.

Pursuant to Section 4, Employee Rights, under Resolution No. 2937, Employer-Employee Relations Resolution and the Meyers, Millais, Brown Act (Government Code 3502), employees of the City have the right to form, join, and participate in the activities of the employee organization of their own choosing for representation on all matters of employer-employee relations, including, but not limited to wages, hours, and other terms and conditions of employment.

OPSMMA is requesting that the City Council recognize the Oroville Public Safety Mid-Managers Association as the majority representative of the employees in the newly formed unit for meeting and conferring in good faith on all matters within the scope of representation.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

Adopt Resolution No. 8655 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING THE TENTATIVE AGREEMENT WITH OMCA TO MODIFY THE OMCA BARGAINING UNIT, APPROVING THE ACTING CITY ADMINISTRATOR'S DECISION TO ESTABLISH A NEW BARGAINING UNIT, AND APPROVING THE PETITION FOR FORMAL RECOGNITION OF THE OROVILLE PUBLIC SAFETY MID-MANAGERS ASSOCIATION EMPLOYEE ORGANIZATION FOR MEETING AND CONFERRING WITH THE CITY OF OROVILLE REGARDING WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT.



## **ATTACHMENTS**

A - Resolution No. 8655

B - Letter to Interim City Administrator Requesting Petition for Formal Recognition

C - Acting City Administrator's Response to Petition

D - Tentative Agreement with OCMA

**CITY OF OROVILLE  
RESOLUTION NO. 8655**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE TENTATIVE AGREEMENT WITH THE OROVILLE MID-MANAGEMENT & CONFIDENTIAL UNIT TO MODIFY THE OROVILLE MID-MANAGEMENT CONFIDENTIAL ASSOCIATION BARGAINING UNIT, APPROVING THE CITY ADMINISTRATOR'S DECISION TO ESTABLISH A NEW BARGAINING UNIT, AND APPROVING THE PETITION FOR FORMAL RECOGNITION OF THE OROVILLE PUBLIC SAFETY MID-MANAGERS ASSOCIATION EMPLOYEE ORGANIZATION FOR THE PURPOSE OF MEETING AND CONFERRING WITH THE CITY OF OROVILLE REGARDING WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

**BE IT HEREBY RESOLVED** by the Oroville City Council as follows:

1. The City Council hereby approves the tentative agreement with the Oroville Mid-Management & Confidential Association bargaining unit (OMCA) to modify the bargaining unit by removing the positions of Fire Battalion Chiefs and Police Lieutenants from the OMCA bargaining unit. A copy of the tentative agreement is attached as Exhibit "A."
2. The City Council approves the acting City Administrator's decision pursuant to Section 11 of Council Resolution No. 2937 to place the positions of Fire Battalion Chiefs and Police Lieutenants into a newly created Public Safety Mid-Managers bargaining unit.
3. The Council hereby approves the petition for formal recognition of the Oroville Public Safety Mid-Managers Association (OPSMMA) to represent the newly created Public Safety Mid-Managers bargaining unit. A copy of the petition is attached hereto as Exhibit "B."
4. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on September 19, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Donald Rust, Acting City Clerk



## DISCOVER GOLD . . . DISCOVER OROVILLE

1735 MONTGOMERY STREET – OROVILLE, CALIFORNIA 95965-4897

PERSONNEL  
(530) 538-2407

September 8, 2017

Mr. Don Rust  
Interim City Administrator  
1735 Montgomery St.  
Oroville, CA 95965

Dear Mr. Rust,

Members of the Oroville Fire Department and Oroville Police Department are submitting a petition for formal recognition to form and join as an employee organization, with intention of meeting and conferring in good faith with the City of Oroville. In addition, we wish to be recognized as the employee organization with majority representation rights regarding matters within the scope of representation including, but not limited to, wages, hours and other terms and conditions of employment.

Pursuant to Section 4, Employee Rights under Resolution No. 2937 (See attached), Employer-Employee Relations Resolution and reaffirmed by the Meyers, Millais, Brown Act (Government Code 3502), employees of the City shall have the right to form, join and participate in the activities of the employee organization of their own choosing for the purpose of representation on all matters of employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment.

Section 10 of the Employer-Employee Relations Resolution provides for the petition process for formal recognition. The following information/documentation should satisfy the necessary petition requirements.

**1. Name/Address of the employee Association:**

Oroville Public Safety Mid-Managers Association (OPSMMA)  
6111 Cliff Drive  
Paradise CA, 95969

**2. Name and Title of Officers**

President – Rob Buckhout  
Vice President – Chris Nicodemus  
Secretary-Treasurer – David Hilson

**3. Representatives authorized to speak on behalf of membership**

President – Rob Buckhout  
Vice President – Chris Nicodemus

**4. Primary purpose of employee organization**

The purpose and objective of the Oroville Public Safety Mid-Managers Association is to improve and advance public service, to represent its members in all matters relating to employment conditions and to promote harmony among members for their mutual protection.

**5. Affiliations**

The Oroville Public Safety Mid-Managers Association is not affiliated with any other employee organization; however, we reserve the right to do so.

**6. Constitution and By-Laws**

See attached

**7. Members/Addresses whom mail may be sent to**

Rob Buckhout  
6111 Cliff Drive  
Paradise CA, 95969

**8. Section 923 of the California Labor Code**

Oroville Public Safety Mid-Managers Association recognizes that the provisions of Section 923 of the California Labor Code are not applicable to City employees.

**9. Restriction on membership**

Oroville Public Safety Mid-Managers Association has no restrictions on membership based on race, color, creed, sex or national origin.

**10. Job Classifications/Titles of members**

See attached

**11. Designation of the Oroville Public Safety Mid-Managers Association**

See attached

**12. Request for formal recognition by the City Council**

Recognition has been given by the Oroville City Council pursuant to adoption of Resolution No. 7925, passed and adopted on May 15, 2012 and amended June 19, 2012. See attached. The OPSMMA is requesting formal recognition.

Please let me know if you need any additional information.

Sincerely,



Rob Buckhout, OPSMMA President

## DECLARATION

I CERTIFY UNDER PENALTIES OF PERJURY THAT I HAVE READ THE FOREGOING PETITION FOR FORMAL RECOGNITION, INCLUDING ALL ACCOMPANYING DOCUMENTS AND ATTACHMENTS, AND ALL ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Rob Buckhout, President OPSMMA

9/8/17

Date

I CERTIFY UNDER PENALTIES OF PERJURY THAT I HAVE READ THE FOREGOING PETITION FOR FORMAL RECOGNITION, INCLUDING ALL ACCOMPANYING DOCUMENTS AND ATTACHMENTS, AND ALL ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Chris Nicodemus, Vice-President OPSMMA

9-11-17

Date

I CERTIFY UNDER PENALTIES OF PERJURY THAT I HAVE READ THE FOREGOING PETITION FOR FORMAL RECOGNITION, INCLUDING ALL ACCOMPANYING DOCUMENTS AND ATTACHMENTS, AND ALL ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



David Hilson, Secretary/Treasurer OPSMMA

9-7-17

Date

## CERTIFICATION

I CERTIFY UNDER PENALTIES OF PERJURY THAT THE ATTACHED DOCUMENT IS A TRUE AND CORRECT COPY OF THE OROVILLE PUBLIC SAFETY MID-MANAGERS ASSOCIATION BY-LAWS.



Rob Buckhout, President OPSMMA

9/8/17

Date

I CERTIFY UNDER PENALTIES OF PERJURY THAT THE ATTACHED DOCUMENT IS A TRUE AND CORRECT COPY OF THE OROVILLE CITY CONFIDENTIAL ASSOCIATION BY-LAWS.

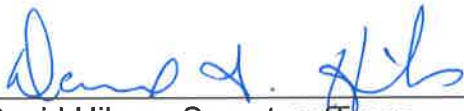


Chris Nicodemus, Vice-President OPSMMA

9-11-17

Date

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David Hilson, Secretary/Treasurer OPSMMA

9-7-17

Date

# DESIGNATION OF THE OROVILLE PUBLIC SAFETY MID-MANAGERS ASSOCIATION

|    | <u>NAME</u> (Please Print) | <u>TITLE</u>    | <u>SIGNATURE</u>  |
|----|----------------------------|-----------------|---|
| 1. | RUIZ, ISAAC, A.            | BATTALION CHIEF |  |
| 2. | BUCKHOLT, ROBERT L.        | DEPUTY CHIEF    |  |
| 3. | ZARATE, GIL                | LIEUTENANT      |   |
| 4. | HILSON, DAVID              | BATTALION CHIEF |  |
| 5. |                            |                 |   |
| 6. |                            |                 |   |



**ATTACHMENTS “C & D”  
WILL BE RECEIVED  
UNDER SEPARATE  
COVER**