



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, April 4, 2017  
6:30 p.m.  
**AGENDA**

*Members of the City Council*

*Wade Cowan, Mayor  
Bill Biasi, Mayor Pro-Tempore  
Harold Anderson  
Jesse Loren  
Pierre Neu*

*John W. Donlevy, Jr., City Manager  
Ethan Walsh, City Attorney  
Nanci Mills, City Clerk*

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PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

At this time, any member of the public may address the City Council on matters, which are not listed on this agenda. Citizens should reserve their comments for matter listed on this agenda at the time the item is considered by the Council. An exception is made for members of the public for whom it would create a hardship to stay until their item is heard. Those individuals may address the item after the public has spoken on issues that are not listed on the agenda. Presentations may be limited to accommodate all speakers within the time available. Public comments may also be continued to later in the meeting should the time allotted for public comment expire.

### CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Council support and may be enacted by the City Council in one motion in the form listed below. There will be no separate discussion of these items. However, before the City Council votes on the motion to adopt, members of the City Council, staff, or the public may request that specific items be removed from the Consent Calendar for separate discussion and action. Items(s) removed will be discussed later in the meeting as time permits.

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, March 21, 2017 (pp. 5-9)
- B. Street Closure Request Submitted by the Winters Chamber of Commerce for the Fourth Friday Feasts Scheduled from April through October, 2017 (pp. 10-22)
- C. Amplified Sound Permit Application for Youth Day Concert to be Held in City Park on April 29, 2017 from 7pm - 10pm (pp. 23-26)
- D. Authorize the City Manager to Execute a Contract with Construction Testing Services for Materials Sampling, Testing, and Inspection Services, in the Amount of \$25,344 (pp. 27-40)
- E. Resolution 2017-17, a Resolution of the City Council of the City of Winters Authorizing the City Manager to Execute a Contract with All America Construction, Inc., for the Construction of the Grant Avenue/Main Street Signal and Pedestrian Improvements, Project No. 16-01, in the Amount of \$928,433.50 and Authorizing Expenditures in the Amount of \$93,000.00; and the Approval of an Updated Project Budget Sheet (PBS) for Grant Avenue/Main Street Signal and Pedestrian Improvements, Project No. 16-01 (pp. 41-44)
- F. Authorization for the City Manager to Execute a Maintenance Agreement with CalTrans for Storm Drainage Culvert Outfall on Route 505 (pp. 45-54)
- G. Resolution 2017-16, a Resolution of the City Council of the City of Winters Authorizing the City Manager to Execute a Contract with Van Lant and Fankhanel, LLP for Auditing Services for Fiscal Years 2016-2017 and 2017-2018 (pp. 55-66)
- H. Resolution 2017-14, a Resolution of the City Council of the City of Winters Authorizing the City Manager to Execute a Recycled Water Agreement with Martinez Orchards and Approve the Recycled Water Rate of \$25/acre foot (pp. 67-75)
- I. Authorize the City Manager to Execute an Agreement with Berryessa Gap Vineyards for the Disposal of Wastewater at the City of Winters Wastewater Treatment Facility (pp. 76-82)

## PRESENTATIONS

Officer of the Year Presentation to Community Services Officer Gail Jimenez

## DISCUSSION ITEMS

1. Consideration of Resolution 2017-11, a Resolution of the City Council of the City of Winters Adopting the City of Winters Emergency Operations Plan (pp. 83-187)

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## CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY

1. None

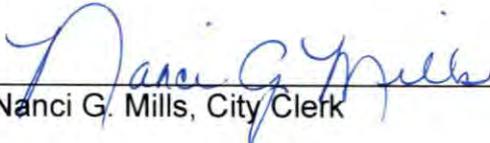
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## CITY MANAGER REPORT

### INFORMATION ONLY

### ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the April 4, 2017 regular meeting of the Winters City Council was posted on the City of Winters website at [www.cityofwinters.org](http://www.cityofwinters.org) and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on March 29, 2017, and made available to the public during normal business hours.

  
\_\_\_\_\_  
Nanci G. Mills, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 794-6701. Agendas and staff reports are available on the city web page [www.cityofwinters.org/administrative/admin\\_council.htm](http://www.cityofwinters.org/administrative/admin_council.htm)

*General Notes: Meeting facilities are accessible to persons with disabilities. To arrange aid or services to modify or accommodate persons with disability to participate in a public meeting, contact the City Clerk.*

*Staff recommendations are guidelines to the City Council. On any item, the Council may take action, which varies from that recommended by staff.*

*The city does not transcribe its proceedings. Anyone who desires a verbatim record of this meeting should arrange for attendance by a court reporter or for other acceptable means of recordation. Such arrangements will be at the sole expense of the individual requesting the recordation.*

*How to obtain City Council Agendas:*

*View on the internet: [www.cityofwinters.org/administrative/admin\\_council.htm](http://www.cityofwinters.org/administrative/admin_council.htm)  
Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.*

*Email Subscription: You may contact the City Clerk's Office to be placed on the list. An agenda summary is printed in the Winters Express newspaper.*

*City Council agenda packets are available for review or copying at the following locations:*

*Winters Library – 708 Railroad Avenue*

*City Hall – Finance Office - 318 First Street*

*During Council meetings – Right side as you enter the Council Chambers*

City Council meetings are televised live on City of Winters Government Channel 20 (available to those who subscribe to cable television) and replayed following the meeting.

Wednesday at 10:00 a.m.

Videotapes of City Council meetings are available for review at the Winters Branch of the Yolo County Library.



Minutes of the Winters City Council Goal Setting Workshop  
and City Council Meeting Held on March 21, 2017

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**Goal Setting Workshop**

Present: Council Members Harold Anderson, Bill Biasi, Jesse Loren, Pierre Neu, and Mayor Wade Cowan  
Absent: None  
Staff: City Manager John W. Donlevy Jr., City Attorney Ethan Walsh, City Clerk Nanci Mills, Director of Financial Management Shelly Gunby, Environmental Services Manager Carol Scianna, Public Works Superintendent Eric Lucero, Contract Planner Dave Dowswell, Housing/Economic Development Manager Dan Maguire, Building Official Gene Ashdown, Fire Chief Greg Lewis, Management Analysts Dago Fierros and Tracy Jensen  
Guest: Chamber Board President Megan Curry

**DISCUSSION ITEMS**

1. City Council Goals Summary

City Manager Donlevy welcomed Council and staff members to the workshop and asked each Council member to state their priorities to evolve into an action plan during the next budget cycle:

Council Member Anderson:

- Boys & Girls Clubs to encompass all recreational aspects, included After School Program.
- Economic Development with a jobs/housing balance.
- Sports Park dedicated to youth activities.
- Roundabout - happy about progress.

Council Member Biasi:

- Economic Development is the highest priority, not just in the downtown but along Matsumoto. This includes a joint effort by the Chamber and the City.
- Street & sidewalk repairs.
- Downtown parking issues, which goes along with Economic Development. The parking committee is currently working on solutions.
- Youth Sports Park
- Ag Hub

Council Member Loren:

- Sports Park, including sports equity.
- Enhance hotels as a benefit to the community.
- Recreation Coordinator to become a community position.
- Consider annexing the Community Center to accommodate groups of 20 or less until a greater solution can be found. Community Center often sits idle and is not fully utilized.

Council Member Neu:

- Downtown buildings retrofitted for earthquake safety and to utilize the dead space upstairs. Possible incentives for retrofitting to help property owners with the cost?
- Economic investment in community, including an ag center and light industrial. Bicycles also need to be tied into economic development.
- Sidewalk repair.

Mayor Cowan:

- Parking. Short term goals are being discussed, but this will become more of a problem.
- Economic Development with the Chamber of Commerce. Collaboration is key and should be used to the City's advantage.
- In-fill projects. The City needs to be more receptive to these projects and needs to find a way to make it happen.
- Sports Park. This should be at the top of the list. The City has 800 kids playing soccer and 500 kids playing Little League. Shake the dust off the plans, update them and move forward on the project, looking past Project Playground.
- Senior Center. Met with Domas, who needs to find the remaining money for the project.
- Commercial area to accommodate a small ag hub.
- General Plan update is needed, hopefully in the next couple of years?

Megan Curry, Winters Chamber of Commerce:

- Kicked off Winters' official visitor site: Discover Winters (<http://discoverwinters.com>)

City Manager Donlevy suggested Economic Development be brought back as a featured topic at a workshop to be held prior to a future City Council meeting. To summarize the workshop, Council and staff identified the "Big Ideas": Community Center, Theatre, Mariani relocation, M & M Trucking relocation, relocate Corp yards, Downtown 2.0, Sports Park and Creek Trail across I-505.

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### Regular Meeting

Mayor Wade Cowan called the City Council meeting to order at 6:30 p.m.

Present: Council Members Harold Anderson, Bill Biasi, Jesse Loren, Pierre Neu and Mayor Wade Cowan  
Absent: None  
Staff: City Manager John W. Donlevy Jr., City Attorney Ethan Walsh, City Clerk Nanci Mills, Director of Financial Management Shelly Gunby, Environmental Services Manager Carol Scianna, and Management Analyst Tracy Jensen.

Carol Scianna led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Neu, second by Council Member Loren to approve the agenda with no changes. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Cowan  
NOES: None  
ABSENT: None  
ABSTAIN: None

### COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: Assembly Member Cecilia Aguiar-Curry introduced Field Representative Jonathan Howard, who is located in the Davis field office. Cecilia also said she was honored to see Yolo County Flood Control & Water Conservation District General Manager Tim O'Halloran at the meeting. Whenever she attends water meetings in the area, his name always comes up and she thanked Tim for his work in the region. Cecilia concluded by saying if the City needs something, please let her or her team know as they are here to serve the entire district.

### CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, March 7, 2017
- B. Request for Street Closure and Amplified Sound Permit for Monthly Car Show Sponsored by the Buckhorn Steakhouse
- C. Resolution 2017-12, a Resolution of the City Council of the City of Winters Approving a Budget Adjustment for Open Purchase Orders as of 6/30/16
- D. Electrical Upgrades for El Rio Villa Lift Station
- E. Resolution 2017-13, a Resolution of the City Council of the City of Winters Approving a Budget Adjustment for FY 2017/2018 for Well 6 Upgrade and Improvements

City Manager Donlevy gave an overview. Motion by Council Member Biasi, second by Council Member Neu to approve Consent Items A, C, D and E. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Cowan  
NOES: None  
ABSENT: None  
ABSTAIN: None

Council Members Anderson and Neu recused themselves for Consent Item B due to a possible conflict of interest. Motion by Council Member Loren, second by Council Member Biasi to approve Consent Item B. Motion carried with the following vote:

AYES: Council Members Biasi, Loren, and Mayor Cowan  
NOES: None  
ABSENT: None  
ABSTAIN: Council Members Anderson and Neu

### PRESENTATIONS

Tim O'Halloran, General Manager of the Yolo County Flood Control & Water Conservation District gave a power point presentation regarding the implementation of the Yolo Sustainable Groundwater Management Act.

Public Works Superintendent Eric Lucero gave an overview of the Calsense controllers located throughout the City via a power point presentation.

DISCUSSION ITEMS

1. Planning Commission Vacancy

Director of Administrative Services/City Clerk Nanci Mills gave an overview and requested Council to give staff direction regarding the method to use to fill a Planning Commission vacancy due to Frank Neal's recent resignation. Council Member Neu, who has served on the Planning Commission Interview and Selection Committee, recommended Council hold off on filling the vacancy until July 1, 2017, when three other commissioner's terms are expiring, conduct interviews and fill all four positions at the same time. Council Members Anderson, Biasi, Loren and Mayor Cowan agreed with this recommendation.

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CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY

1. None

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CITY MANAGER REPORT: The roundabout will come back to Council on 4/18. Bids were opened for the traffic signal and will come back to Council on 4/4. Shelly has prepared a draft RFP for the Impact Fee Program and will come to Council in the late summer/early fall. Although the agenda tonight was light, the City has a lot of irons in the fire. The Police & Fire Departments are hosting movie night on Friday ("Trolls"). The Section 2 AYSO Western States Soccer Championships are taking place this weekend in Carson City, NV and includes teams from CA, AZ, NV, ID, OR, WA and AK. The Winters U12 boys team will be participating and John will be taking referees to officiate the games. This will be John's 8<sup>th</sup> year in a row refereeing in the championships.

ADJOURNMENT: Mayor Cowan adjourned the meeting at 7:43 p.m. in honor of Jessie Gill, who celebrated her 100<sup>th</sup> birthday last week. Jesse has lived in Winters since 1949, has been a long-time volunteer and was named Senior Citizen of the Year in 2005. He then wished her a Happy Birthday.

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Wade Cowan, MAYOR

ATTEST:

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Nanci G. Mills, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE** April 4, 2017  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Nanci Mills, Director of Administrative Services *Nanci*  
**SUBJECT:** Street Closure Request Submitted by the Winters Chamber of Commerce for the Fourth Friday Feasts Scheduled from April through October, 2017

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**RECOMMENDATION:**

Approve the Request for Street Closure of Main Street between Railroad Avenue and the mid-block crosswalk for the monthly Fourth Friday Feast scheduled for the following Fridays: April 28, May 26, June 23, July 28, September 22 and October 27 from 4:00 p.m. to 9:30 p.m. subject to maintenance and operational requirements established by City staff and the Chamber of Commerce. There will be no Fourth Friday Feast in August due to the Earthquake Festival.

**BACKGROUND:**

Carrie Green, Executive Director of the Winters Chamber of Commerce has requested the partial closure of Main Street for the dates and times specified above. The Fourth Friday Feast is to provide a vibrant and safe gathering that builds the community and features live music, with downtown businesses, local food and wine vendors promoting local products and tourism.

The Chamber has notified the Main Street business owners located within this area of the requested closure dates. They have provided the names and signatures of those business owners who have acknowledged and agreed to these requests. The Chamber has requested that closure notification be posted on all affected streets a minimum of 24 hours prior to the scheduled closures and barricades be placed at the Main/Railroad intersection and the Main/Mid-Block Crosswalk.

As per the City's Street Closure Ordinance, this request requires Council approval of identified streets on the attached form.

**FISCAL IMPACT:** TBD (signage, barricade placement)

RECEIVED

MAR 22 2017

CITY OF WINTERS



City of Winters Request for Street Closure

This application is for citizens or groups that have occasion to request that streets be temporarily closed for such things as bicycle races, running contests, block parties and other such events requiring the re-routing of traffic. For a parade or amplified sound an additional permit is required.

A request to close streets shall be filed with the Police and Public Works Departments at least ten (10) business days prior to the date the street would be closed.

There shall be no closure of the following streets without Council approval:

- 1. Main Street
- 2. Railroad Street
- 3. Grant Avenue
- 4. Valley Oak Drive
- 5. Abbey Street

Request to close these streets shall be processed in much the same manner except that the request shall be submitted to the City Council by the Police Department. Requests to close the streets herein listed shall be submitted at least thirty (30) business days prior to the street closure.

Requests for street closures that are not submitted by the minimum time lines may be granted only by the Winters City Council.

Name: Carrie Green Organization: Winters Chamber

Address: 201 First Street, Winters Mailing Address: \_\_\_\_\_

Telephone: (530) 795-2329 Today's Date: March 15, 2017

Streets Requested:  
Main Street (from Railroad to Ace Hardware)

Date of Street Closure 4/28; 5/26; 9/22 and 10/27 Time of Street Closure: 4:30-9:30 p.m.

Description of Activity: Fourth Friday festivals - 2017

Services Requested of City: Road barricades

APPROVED: \_\_\_\_\_ *Police Department* \_\_\_\_\_ *Public Works Department*

\_\_\_\_\_ *Fire Department* \_\_\_\_\_ *Administrative Services*

\* See Second Street Closure Request for June + July dates.

4<sup>th</sup> Friday

### City of Winters Request for Street Closure

Please provide a listing of the names and signatures of people living on the street (s) to be closed and acknowledging that they know why the closure is requested and that they agree to the closure. Attach additional sheets if necessary.

Main Street businesses:

<i>[Signature]</i>	Pacific Hardware
<i>[Signature]</i>	Camile's
<i>[Signature]</i>	Bianca's Gap
<i>[Signature]</i>	GINA MARTIN
<i>[Signature]</i>	cloth carousel
<i>[Signature]</i>	POTAH CREEK CAFE
<i>[Signature]</i>	CLOTH CAROUSEL
<i>[Signature]</i>	Jean Deleonardi Real Estate
<i>[Signature]</i>	Juan (Rosa)



RECEIVED  
MAR 22 2017  
CITY OF WINTERS

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Address: 201 First Street; Winters Mailing Address: \_\_\_\_\_

Telephone: (530) 795-2329 Today's Date: March 15, 2017

Streets Requested:  
Main Street (from Railroad to Ace Hardware)

Date of Street Closure 6/23 and 7/28 Time of Street Closure: 5:00-10:00 p.m.

Description of Activity: Fourth Friday festivals - 2017

Services Requested of City: Road barricades

APPROVED: \_\_\_\_\_ Police Department \_\_\_\_\_ Public Works Department

\_\_\_\_\_ Fire Department \_\_\_\_\_ Administrative Services

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Main Street businesses:

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<i>[Signature]</i>	Camiles
<i>[Signature]</i>	Business Gap
<i>[Signature]</i>	Gift post
<i>[Signature]</i>	Cloth Carousal
<i>[Signature]</i>	Pulaski Creek Cafe
<i>[Signature]</i>	Cloth Carousal
<i>[Signature]</i>	Jean DeLeonardi Real Estate
<i>[Signature]</i>	Juan Rivera



RECEIVED  
MAR 22 2017  
CITY OF WINTERS

### Special Event Application

#### DESCRIPTION

Event Title: Fourth Friday - 2017 Season

Description :

The mission of the Fourth Friday festivals is to provide a vibrant and safe gathering that builds the community and supports local business and tourism.

Will you charge admission? If so, what amount? :

No

Anticipated Attendance: 150-200

#### DATE/TIME

Setup Date: \_\_\_\_\_ Time: 4:30 Day of Week: Fourth Fridays (4/28; 5/26; 9/22; 10/27)

Event Starts: Date: \_\_\_\_\_ Time: 5:30 Day of Week: \_\_\_\_\_

Event Ends: Date: \_\_\_\_\_ Time: 8:30 Day of Week: \_\_\_\_\_

Dismantle: Date: \_\_\_\_\_ Time: 9:30 Day of Week: \_\_\_\_\_

#### LOCATION

Location Description:

Main Street (from the corner of Railroad to Ace Hardware)

#### CONTACTS

Host Organization: Winters Chamber of Commerce

Host Organization Primary Contact & Phone: Carrie Green; 795-2329

**SITE PLAN**

Please submit a detailed site plan identifying Street Names, parking spaces to be closed, location of barriers/barricades, location of all vendor booths/shade canopies, beer gardens or wine tasting areas, and locations of generators and food preparation equipment. **Attached**

**ENTERTAINMENT AND RELATED ACTIVITIES**

Performer/Band Name & Type of Music:

Acoustic bands to perform in front of the old Rootstock building.

Will amplified sound be used? Yes

Provide rated output of amplifier in watts: \_\_\_\_\_

Number of speakers: 2-4

**ALCOHOL**

Does your event involve the use of alcohol? Yes

Circle One:    Free/Host Alcohol    Alcohol Sales    Host & Sale Alcohol    Beer  
                 Beer & Wine                   Beer, Wine & Spirits

Please describe your plan to ensure the safe sale or distribution of alcohol at your event.

The Winters Chamber of Commerce checks the I.D. of every individual purchasing beer and wine tickets. Patrons are then supplied a bracelet so the beverage vendors are aware that they have been carded.

**FOOD & GOODS VENDORS**

Does your event include food concession and/or preparation areas?

Yes; food and beverage sold by individual vendors

How do you intend to cook food in the event area?

N/A

Will items or services be sold at your event? Yes; non-food and beverage vendors will be in attendance.

If yes please attach a complete list of vendors and include a description of the types of goods/food/services that the vendor provides. **The vendors will change monthly. Vendors are required to obtain a one-day business license through the City.**

**COMMUNITY OUTREACH**

Please attach a copy of your community outreach notice and signature sheet that you provided to the businesses/residents in your event vicinity.

**INSURANCE**

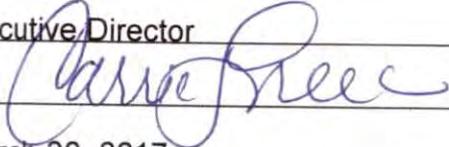
Please attach Commercial General Liability Insurance and a separate additional Insured Endorsement for the Host Organization and all vendors. If your event features alcohol, Liquor Liability Insurance is also required.

**CERTIFICATION**

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Winters.

Name of Host Organization: Chamber of Commerce: Carrie Green

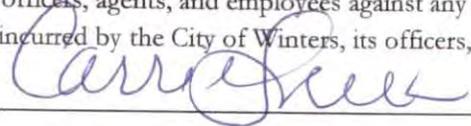
Title: Executive Director

Signature: 

Date: March 20, 2017

**INDEMNIFICATION**

The undersigned agrees by their signature that they are an authorized agent/representative for the requesting agency, and further agrees the rules and regulations will be complied with in full. I further agree that I am responsible to the City of Winters for the use and care of City property. I further agree that the nature of the activity will conform to that stated in this application. I agree to indemnify and hold harmless the City of Winters, its officers, agents, and employees against any and all loss, damage and/or liability that may be suffered or incurred by the City of Winters, its officers, agents, and employees.

Signature:  Date: 3-20-17

**FEES**

- Encroachment of Public Right-of-Way \$54.00 per Event
- Business License Fees (per vendor) \$86.00 annual or \$10.00 one-day



**RECEIVED**

MAR 22 2017

CITY OF WINTERS

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Anticipated Attendance: 150-200

#### DATE/TIME

Setup Date: \_\_\_\_\_ Time: 5:00 Day of Week: Fourth Fridays (6/23 and 7/28)

Event Starts: Date: \_\_\_\_\_ Time: 6:00 Day of Week: \_\_\_\_\_

Event Ends: Date: \_\_\_\_\_ Time: 9:00 Day of Week: \_\_\_\_\_

Dismantle: Date: \_\_\_\_\_ Time: 10:00 Day of Week: \_\_\_\_\_

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Main Street (from the corner of Railroad to Ace Hardware)

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**COMMUNITY OUTREACH**

Please attach a copy of your community outreach notice and signature sheet that you provided to the businesses/residents in your event vicinity.

**INSURANCE**

Please attach Commercial General Liability Insurance and a separate additional Insured Endorsement for the Host Organization and all vendors. If your event features alcohol, Liquor Liability Insurance is also required.

**CERTIFICATION**

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Winters.

Name of Host Organization: Chamber of Commerce; Carrie Green

Title: Executive Director

Signature: *Carrie Green*

Date: March 20, 2017

**INDEMNIFICATION**

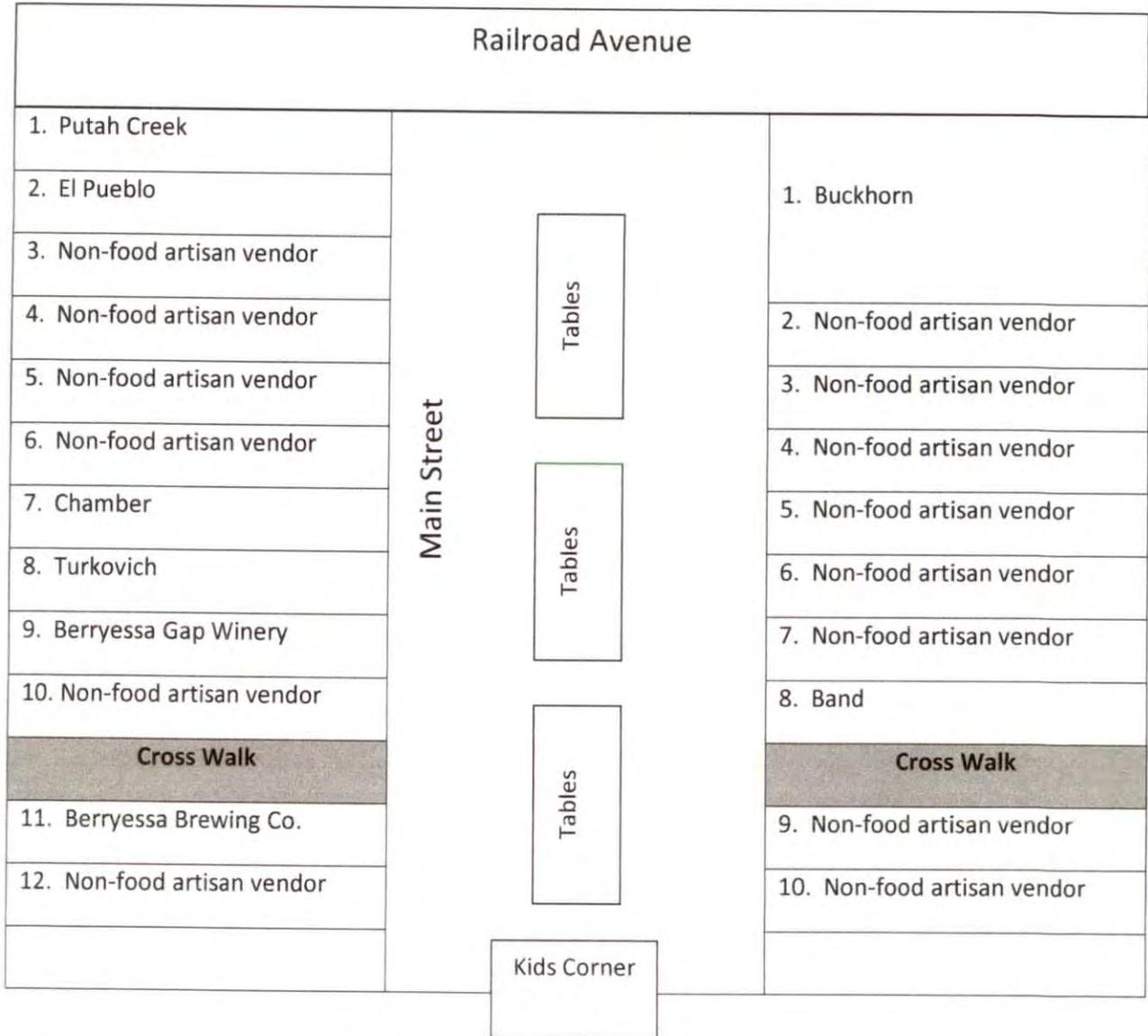
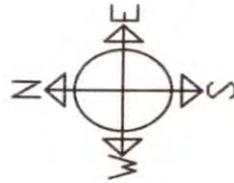
The undersigned agrees by their signature that they are an authorized agent/representative for the requesting agency, and further agrees the rules and regulations will be complied with in full. I further agree that I am responsible to the City of Winters for the use and care of City property. I further agree that the nature of the activity will conform to that stated in this application. I agree to indemnify and hold harmless the City of Winters, its officers, agents, and employees against any and all loss, damage and/or liability that may be suffered or incurred by the City of Winters, its officers, agents, and employees.

Signature: *Carrie Green* Date: 3-20-17

**FEEES**

- Encroachment of Public Right-of-Way \$54.00 per Event
- Business License Fees (per vendor) \$86.00 annual or \$10.00 one-day







**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** April 4, 2017  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*  
**SUBJECT:** Approval of Amplified Sound Permit Application for the Winters Youth Day Concert in the Park

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**RECOMMENDATION:**

Approve the amplified sound permit application for the Winters Youth Day Concert in the Park.

**BACKGROUND:**

The Winters Youth Day Committee is requesting this amplified sound permit for a concert to be held in City Park from 7pm - 10pm on Saturday, April 29 as part of the Winters Youth Day festivities.

Per the Noise Ordinance, the amplified sound permit requires Council approval on the attached form.

**FISCAL IMPACT:**

None

Date of Application: \_\_\_\_\_

To City Council: 4/4/17

Name of Person(s)/ Organization: Winters Youth Day

Contact: Kathy Cowan

Business Address: P.O. Box 652  
Winters Ca 95694

Telephone: (707) 249-4914  
(530) 795-9090

Telephone: \_\_\_\_\_

Type of Event: Concert

The Terry Sheets Band

Purpose of Event: (ie: fundraiser, parade, festival, etc.): fundraiser

Date/Time of Event: 4-29-17 From: 7:00pm To: 10:00pm

Location/Address of Event: Main & Fourth St Winters

Rated Output of Amplifier in Watts: 2000 watts Number of Speakers: Band of 4

I have provided a list of and contacted all property owners adjacent to and within 300 feet of the event. Their approval of this event is indicated by their signature on the attached petition. Complaints about the sound will result in a warning and a request to reduce the volume. Additional complaints will result in the cessation of amplified sound. All amplified sound must be extinguished no later 10:00 p.m. pursuant to Winters Municipal Code Title VI; Chapter 7-Noise Control. Signing below certifies that all information contained within this application is correct. In the event that any of this information is found to be fraudulent, it may result in an automatic denial of this application.

Signature: Kathryn Cowan

For City Use Only

Proof of Insurance:  N/A (Not City Property)  Yes  No

Rental Fee Paid:  N/A (Not City Property)  Yes  No

Police Department:  Approved  Denied Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

City Council:  Approved  Denied Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Address	Owner's Last Name	Object	Approve/Sign	NH*
300 Main St	[Signature]		✓	
302				
304	Carmel Gray		✓	
306	Carolyn [Signature]		✓	u
308				✓
406 Main St	Diana Rose		✓	
408				
410	[Signature]		✓	
416 Main St	Carlisle, Sandy		✓	
418	[Signature]		✓	
422 Main St	B. Vaughan		✓	
426				
428	Erik Larson		[Signature]	
423 Main St.	Angelica Pargiac			
421				
318 Haven St	[Signature]			
419 Haven St	Jean K. [Signature]		✓	
415 Abby St	Becky Volare			
413	Jasmin [Signature]			
411 Abby St				✓
409 Abby St	Reinhold [Signature]			
407 Abby	[Signature]			
405 Abby St	[Signature]			
403 Abby St	[Signature]		✓	u
401 Abby St	ISSIA [Signature]		✓	
415 Abby	[Signature]			
313 Abby				✓
314 Abby				✓
316 Abby	Vaca		✓	

\* NH-Attempted to contact but noone was home.

311 Main St.

309 Main St.

307 Anne St . NO. ~ ~~Jan Schubert~~

305 Main St

303 Main St Donor

421 MAIN ST Bob Campbell



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** April 4, 2017  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Authorize the City Manager to Execute a Contract with Construction Testing Services for Materials Sampling, Testing and Inspection Services, in the Amount of \$25,344.

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**RECOMMENDATION:** Staff recommends the City Council authorize the City Manager to execute a contract with Construction Testing Services for materials sampling, testing and inspection services, in the amount of \$25,344.

**BACKGROUND:** Planned development, including Walnut Ranch (Hudson Ogando), Callahan, and Winters Highlands, in the vicinity of Grant Ave. (Hwy. 128) and Main Street will trigger the need for a new traffic signal and pedestrian improvements at the intersection. Walnut Ranch is currently under construction and one of the Mitigation Measures stipulates that the signal be under construction by occupancy of the 50<sup>th</sup> house. Also, the Conditions of Approval for Walnut Ranch included pedestrian improvements that were approved by Council to be deferred and included with the signal project.

On January 17, 2017, Council adopted Resolution No. 2017-02 approving plans and technical specifications, and authorizing the City Engineer to proceed with the bidding.

On February 16, 2017, the City was issued an Encroachment Permit Caltrans, for work within the State Highway.

**DISCUSSION:** Materials sampling, testing and inspection services are necessary to ensure conformance with the contract documents and Caltrans encroachment permit. Construction Testing Services (CTS) has been one of the City's on-call geotechnical firms and they have performed similar services for the City, including the signal at Matsumoto and Grant. They provided a proposal to perform the services, based on the

strict requirements of the City's Quality Assurance Program and Caltrans. Staff reviewed the Proposal, and recommends the City Council authorize the City Manager to execute a contract with Construction Testing Services for materials sampling, testing and inspection services, in the amount of \$25,344.

**ALTERNATIVES:** None recommended by staff.

**FISCAL IMPACT:** The cost of the Grant Ave./Main St. Signal and Pedestrian Improvements, Project No. 16-01 is being paid through a combination of Street Impact Fees and Developer funds. The signal is included in the City's AB1600 Fee Program. The cost for materials sampling, testing and inspection services is included in the cost for the Signal.

Attachment: CTS Agreement



**CONSULTANT SERVICES AGREEMENT  
AGREEMENT No. 16-01CTS**

THIS AGREEMENT is made at Winters, California, as of \_\_\_\_\_, by and between the City of Winters ("the CITY") and Construction Testing Services (CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated 1/26/17. Consultant shall provide said services at the time, place, and in the manner specified by the City during construction, and Exhibit "A".

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "A", but in no event shall total compensation exceed Twenty-Five-Thousand Three-Hundred Forty-Four dollars (\$25,344), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

3. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit "B" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. EXHIBITS. All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS  
a municipal corporation

By: \_\_\_\_\_  
John W. Donlevy, Jr., City Manager

CONSULTANT

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Nanci G. Mills, CITY CLERK

**EXHIBIT "A"**



**DATE:** 01/26/17  
**PROPOSAL No.:** P12276  
**CLIENT:** CITY OF WINTERS  
**PROJECT:** GRANT AVENUE/MAIN STREET SIGNAL IMPROVEMENT  
**LOCATION:** WINTERS, CALIFORNIA

ITEM: I ONSITE TESTING & INSPECTIONS	ESTIMATED DAYS	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
<b>GEOTECHNICAL SERVICES</b>				
EARTHWORK/ASPHALT TECHNICIAN				
TRENCH BACKFILL	5	4	\$80	\$1,600
SITWORK SUBGRADE	6	4	\$80	\$1,920
SITWORK BASEROCK	6	4	\$80	\$1,920
PAVEMENT SUBGRADE	4	4	\$80	\$1,280
PAVEMENT BASEROCK	4	4	\$80	\$1,280
ASPHALT COMPACTION	2	8	\$80	\$1,280
TRAVEL (NUCLEAR GAUGE TRANSPORT)	27	1	\$80	\$2,160
MILEAGE (NUCLEAR GAUGE TRANSPORT)	27	60	\$0.54	\$875
<b>CONCRETE</b>				
OTHER - MISC CONCRETE	5	4	\$80	\$1,600
<i>Preliminary Sub-Total of On-Site Testing &amp; Inspection (approx.)</i>				<b>\$13,915</b>

ITEM: II LABORATORY TESTING & ENGINEERING	ESTIMATED UNITS/HOURS	UNIT PRICE	ESTIMATED TOTAL
CONCRETE COMPRESSION TESTS	20	\$20	\$400
GRADATION FOR BASEROCK (CT 202) COARSE	1	\$90	\$90
GRADATION FOR BASEROCK (CT 202) FINE + WASH	1	\$120	\$120
SAND EQUIVALENT (CT 217)	1	\$150	\$150
RESISTANCE R VALUE (CT 301)	1	\$295	\$295
WET DENSITY PER CT216	10	\$400	\$4,000
PROCTOR PER ASTM D1557	5	\$225	\$1,125
AGGREGATE GRADATION (ASSUME COLD FEED) FOR HMA (CT 202)	4	\$275	\$1,100
AGGREGATE SAND EQUIVALENT (ASSUME COLD FEED) (CT 217)	2	\$150	\$300
HMA - MAX THEORETICAL SPECIFIC GRAVITY	2	\$200	\$400
HMA CONTENT BY IGNITION OVEN (CT382)	2	\$275	\$550
HMA CONTENT CORRECTION FACTOR	1	\$275	\$275
SAMPLE PICK-UPS	50	\$5	\$250
MIX DESIGN REVIEW	1	\$200	\$200
FINAL REPORT	1	\$200	\$200
CERTIFIED PAYROLL PREPARATION	4	\$135	\$540
<i>Preliminary Sub-Total of Laboratory Testing &amp; Engineering (approx.)</i>			<b>\$9,995</b>

<i>Preliminary Estimated Fees</i>	<b>\$23,910</b>
<i>Project Administration 6%</i>	<b>\$1,435</b>
<b>Total Preliminary Estimated Fees</b>	<b>\$25,344</b>

If work is performed at night a 12.5% differential will be charged.

A 6% project administration fee will be charged monthly per invoice.

No contingency is budgeted by CTS for uncontrollable overtime, union or prevailing wage increases and unforeseen requirements that may arise in the specifications, as well as for work over the estimated hours. Owner should budget appropriate amount for budgetary purposes.

Estimate based on City of Winters QAP and plans by Laugenour and Meikle dated 11/16/2016. No construction schedule was available at the time this estimate was prepared. See attached fee schedule for basis of charges.

Estimate includes portal to portal travel time for nuclear gauge transport from laboratory per requirements of the CA Radiological Health Branch.

The liability of Construction Testing Services (CTS) is limited to CTS's contract value.



**2017 FEE SCHEDULE - P12276 1/26/17**  
**PERSONNEL FEES AND BASIS OF CHARGES**  
INSPECTIONS, ENGINEERING & SPECIAL SERVICES

	Standard Rate/Hour	Discounted Rate/Hour
<b>* FIELD INSPECTION AND LABORATORY SERVICE</b>		
Steel	\$185.00	
Nondestructive - UT, MT, PT	\$190.00	
Steel Visual/UT Combination	\$185.00	
Concrete ACI	<del>\$185.00</del>	\$80.00
Concrete ICC	<del>\$185.00</del>	\$80.00
Masonry	\$185.00	
Fireproofing	\$185.00	
Soil Technician w/Nuclear Gauge and/or Sand Cone ( <i>portal-to-portal</i> )	<del>\$185.00</del>	\$80.00
Roofing & Waterproofing	\$185.00	
Multi-Disciplined Inspector	\$185.00	
Specialty Inspector or where formal certification is required	\$185.00	
Field Inspector with Special Enhancement	\$185.00	
Laboratory Technician	\$185.00	
Technician Typist	\$185.00	
<b>**PROFESSIONAL ENGINEERING SERVICES</b>		
Principal Engineer (Civil/Structural)	\$310.00	
Geotechnical Engineer	\$260.00	
Consulting Engineer (Civil/Structural)	\$235.00	
Associate Engineer, Licensed	\$210.00	
Project Manager	\$185.00	
Staff Engineer	\$185.00	
Field Supervision	\$160.00	
ASNT Level III	\$175.00	
Drafting	\$125.00	
Quality Control Manager	QOR	
<b>SPECIAL SERVICES</b>		
Portable and Mobile Laboratories, NDT and Soils	QOR	
* Epoxy Bolt/Expansion Anchor Proof Load Testing	\$185.00	
* Coring, 1 Person (including equipment)	\$170.00	
* Coring, 2 Persons (including equipment)	\$220.00	
Project Research	QOR	
Ultrasonic Testing for Non-Metallic Materials	QOR	
Pavement Rehabilitation Analysis Using Deflections	QOR	
Roof Moisture Survey	QOR	
Soil Drilling Equipment	QOR	
Geotechnical Site Investigations/Foundation Reports	QOR	
Pachometer, Schmidt Hammer, Windsor Probe	\$250.00	
Floor Flatness Testing FF/FL - Equipment Fee \$100/Day	\$250.00	
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$30/Kit	\$250.00	
Ferroskan - Equipment Fee \$100/day	\$250.00	
GPR - Equipment Fee \$100/day	\$295.00	
Administration, Secretarial, Special Projects, Notary, Certified Payroll	\$135.00	
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)	<del>\$300.00</del>	\$200.00
Welding Procedure Review (less than 48 hours notice - \$500)	\$300.00	
Welder Qualification Test	\$200.00	
DSA Interim Reports	\$150.00	
Geotechnical Pad Letter (less than 48 hours notice - \$500)	\$300.00	
Final Letter (less than 48 hours notice - \$500)	<del>\$300.00</del>	\$200.00
<b>EXPERT WITNESS TESTIMONY</b>		
Court appearance, per day	\$1,160.00	
Court appearance, per half day	\$860.00	

\* Field inspection services will be billed in accordance with minimums shown on Basis of Charges  
\*\*Professional engineering services and laboratory technician services will be billed at actual time.

### BASIS OF CHARGES

#### GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services other than supervisory will be charged at applicable rates. Soils testing with nuclear gauge and/or sand cone equipment may require applicable travel and mileage charges for equipment transport and storage per code (portal to portal). Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client; charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

#### MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

#### WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard - (Work performed between 2:00 pm and 4:00 am)	12.5%/hour additional to base or quoted rate.

#### MISCELLANEOUS CHARGES - Only Where Applicable

Notary Services Fee	\$25.00/each	
Facsimile Charges. Plus \$1.00/page (n/c for cover page)	\$5.00 minimum	
Wireless Router/Data Card for Jobsite Internet	\$100.00/day	
Parking Fees	At Cost	
Air Travel	Cost Plus 5%	
Outside Services	Cost Plus 20%	
Subsistence (per union contract)	\$120.00/day	
Mileage	Standard Federal Rate	
Sample Pickup	<del>\$15.00/each</del>	\$5.00/each
Weekend Sample Pickup	\$75.00/hour	
Project Administration	6% of Monthly Invoice	
Samples Made by Others: Concrete Cylinders	\$100 + Test	
Samples Made by Others: All Other Tests	\$40 + Test	
Laboratory Sample Witness Fee	\$100.00	
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR	
Returned Check Fee	\$100.00	

#### TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests may be tested by subconsultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

#### INSURANCE

For the waiver of subrogation if required by client, a 2% CTS administrative fee will be added to all gross billings/revenue in addition to the 3% fee from State Fund.

#### PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.



**CONCRETE AND MASONRY TESTS**

		<b>Standard Rate/Each</b>	<b>Discounted Rate/Each</b>
<b>CONCRETE</b>			
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39	\$60.00	
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39	<del>\$60.00</del>	\$20.00
Compressive Strength of Cylindrical Concrete Specimens (Over 8000 PSI)	ASTM C39	\$115.00	
Cylinder molds, 6" x 12" and 4" x 8"	ASTM C470	\$50.00	
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	\$70.00	
Obtaining and Testing Sawed Beams and Drilled Cores of Concrete (Cores)	ASTM C42	\$90.00	
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	\$330.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	\$230.00	
Flex Beams per Caltrans Test Methods	CT523 and CT524	\$230.00	
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage, 1 Sample)	ASTM C157	\$110.00	
Shotcrete Nozzleman Qualification Letter (Per Nozzleman, Per Position)	ACI 506, ASTM C42 and C1140	\$330.00	
Shotcrete Pre-Qualification Cores (Compression and Visual)	ACI 506, ASTM C42 and C1140	\$80.00	
Shotcrete Production Cores	ASTM C1140	\$80.00	
Coefficient of Thermal Expansion	AASHTO T336	\$400.00	
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	\$300.00	
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	\$725.00	
Cement Quality Sampling	CBC 2010	\$500.00	
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	\$40.00	
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	\$190.00	
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	\$170.00	
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room	CBC	\$110.00	
Density of Hydraulic Cement	ASTM C188	\$145.00	
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	\$110.00	
GFRC Pull Test	PCI	\$280.00	
GFRC Flexural Test	PCI	\$280.00	
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	\$65.00	
<b>MASONRY</b>			
Compressive Testing of Grout (Masonry)	ASTM C1019	\$90.00	
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	\$90.00	
Compressive Strength of Masonry Prisms	ASTM C1314	\$135.00	
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	\$135.00	
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	\$90.00	
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	\$135.00	
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	\$200.00	
Masonry Core Shear Testing	CBC 2105A.4	\$200.00	
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	\$250.00	
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	\$750.00	
Mortar Molds, 2" x 4". Single Use		\$90.00	
Mortar or Grout, Stored and Cured, Not Tested (Including Mold)		\$90.00	
<b>AGGREGATES (SOILS AND CONCRETE)</b>			
Determining Sieve Analysis of Fine and Coarse Aggregates (Coarse Only)	CT202/ASTM C136	<del>\$165.00</del>	\$90.00
Sieve Analysis of Fine and Coarse Aggregates (Fine Only)	CT202/ASTM C136	\$220.00	
Sieve Analysis of Fine and Coarse Aggregates (Wash Included)	CT202/ASTM C117	<del>\$275.00</del>	\$120.00
Sieve Analysis of Fine and Coarse Aggregates (200 Wash Only)	ASTM C117	\$165.00	
Evaluating Cleanliness of Coarse Aggregate	CT227	\$275.00	
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88/CT214	\$200.00	
Unit Weight of Aggregate	CT212	\$135.00	
Clay Lumps and Friable Particles in Aggregates	ASTM C142	\$160.00	
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791/CT235	\$275.00	
Organic Impurities in Fine Aggregates for Concrete	CT213/ASTM C40	\$250.00	
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127/CT206	\$250.00	
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128/CT207	\$250.00	
Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131(535) and C211	\$400.00	
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821/CT205	\$300.00	
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252/AASHTO T304A	\$300.00	
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419/CT217	<del>\$200.00</del>	\$150.00
Durability Index (Fine)	ASTM D3744/CT229	\$300.00	
Durability Index (Coarse)	ASTM D3744/CT229	\$300.00	
Durability Index (Fine and Coarse)	ASTM D 3744/CT229	\$315.00	
Lightweight Particles in Aggregate	ASTM C123/AASHTO T113	QOR	
Resistance of Rock to Wetting and Drying	CRD-C169	\$440.00	

\*Unusual sample preparation for brick specimen will be charged at the established hourly rate.

**SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS**

		<b>Standard Rate/Each</b>	<b>Discounted Rate/Each</b>
<b>SOILS</b>			
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	\$400.00	
Caltrans Corrosivity Package		\$375.00	
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water	CT643	QOR	
Soils and Waters for Sulfate Content	CT417	QOR	
Soils and Waters for Chloride Content	CT422	QOR	
Particle-Size Analysis of Soils (with Hydrometer)	ASTM D422	\$440.00	
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	\$465.00	
Standard Test Method for Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	\$400.00	
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318/CT204	\$300.00	
Laboratory Compaction Characteristics of Soil Using Modified/Standard Effort Hydrometer Only	ASTM D1557/D698	<del>\$375.00</del>	\$225.00
pH of Soils	ASTM D422	\$400.00	
Relative Compaction of Untreated and Treated Soils and Aggregates	ASTM D4972	\$350.00	
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer	CT216	<del>\$440.00</del>	\$400.00
Laboratory Determination of Water(*moisture) Content of Soil and Rock by Mass	ASTM D2844/CT301	<del>\$440.00</del>	\$295.00
Density of Soil in Place by the Drive-Cylinder Method	ASTM D2216/CT226	\$110.00	
Expansion Index of Soils	D2937	\$85.00	
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D4829	\$300.00	
Lab Compaction Characteristics of Soil 1 Point Proctor (Check Point)	ASTM D5084/CT220	\$410.00	
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D698/D1557	\$250.00	
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4253	\$210.00	
Density of Hydraulic Cement	ASTM D4254	\$210.00	
Volatile Organic Content	ASTM C188	\$190.00	
Semi Volatile Organics by GC/MS (Basic Target List)	EPA 8260B	QOR	
Total Organic Carbon	EPA 8270C	QOR	
ICP Metals Concentration	ASTM 2974/EPA 5310Bm	QOR	
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene, Toluene, Ethylbenzene, Zylenes, %SS	EPA 6020 - CAM/CCR 17	QOR	
ICP Metals Concentration	EPA 8015B	QOR	
pH	EPA 6020	QOR	
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	EPA 9045D	\$400.00	
Chromium Soluble	ASTM D5284	QOR	
Moisture, Ash and Organic Matter of Peat and Other Organic Soils (Organic Content)	EPA 7196A	QOR	
Universal Soil Classification System (USCS) Test	ASTM D2974	\$200.00	
California Bearing Ratio Test	ASTM D2487	\$220.00	
Unconfined Compressive Strength of Cohesive Soil	ASTM D1883	\$275.00	
	ASTM D2166/CT221	\$140.00	
<b>ASPHALT</b>			
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172/CT310	\$550.00	
Determining Low Temperature Performance Grade (PG) of Asphalt Binders	ASTM 6816	QOR	
Thickness/Height of Compacted Bituminous Paving Mixture Specimens (Cores)	ASTM D3549/CT308	\$200.00	
Method of Prep of Bituminous Mixture Test Specimens	ASTM D6926/CT304	\$200.00	
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures (LTMD)	ASTM D1188 and D2726/CT308	\$750.00	
Indirect Tensile (IDT) Strength of Bituminous Mixtures (TSR)	ASTM D6931/CT371	QOR	
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate	ASTM D5444/CT202	<del>\$300.00</del>	\$275.00
Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	\$750.00	
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041/CT309	<del>\$300.00</del>	\$200.00
Measuring the Permeability of Bituminous Pavements and Seal Coats	CT341	QOR	
Swell of Bituminous Mixtures	CT305	\$275.00	
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt Stabilometer Value (1 sample)	ASTM D1461/CT307	\$700.00	
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	CT366	\$275.00	
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	CT382/ASTM D6307	<del>\$300.00</del>	\$275.00
Determination of Asphalt and Moisture Contents of Bituminous Mixtures by Microwave Oven	CT382/ASTM D6307	<del>\$300.00</del>	\$275.00
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	CT370	\$300.00	
Compressive Strength of Bituminous Mixtures	ASTM D1075	\$2,500.00	
	ASTM D1074	\$200.00	

\* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.

\*\* Does not include sample preparation or sieve analysis



**MATERIALS MECHANICAL TESTS**

		<b>Standard Rate/Each</b>
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	\$350.00
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	\$150.00
Tension Testing of Metallic Materials, Tension Testing Wrought and Cast Aluminum and Magnesium-Alloy Products, (Welding Coupon Tensile)	ASTM E8, B557 and AWS B4.0	\$350.00
Mechanical Testing of Steel Products (Couplers)	ASTM A370	\$350.00
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic Materials	ASTM E2248 and ASTM E23	QOR
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	\$250.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	\$275.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	\$330.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+	ASTM A370 and E290	QOR
Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement	ASTM A370, A82 and A185	\$330.00
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	\$200.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only (Tension and Yield)	ASTM F307, F1554 and F606	\$395.00
Rockwell Hardness of Metallic Materials	ASTM E18	\$110.00
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	\$250.00
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	\$250.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets (HSB Assemblies)	ASTM F606	\$275.00
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	\$275.00
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	\$250.00
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	\$250.00
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	\$200.00
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars	ASTM D3039	\$750.00
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete	ASTM A416 and A1061	\$1,100.00

**FIREPROOFING**

Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	\$200.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	\$55.00

**CONTACT INFORMATION**

**Headquarters:** 2118 Rheem Drive • Pleasanton, CA 94588 • P 925.462.5151 • F 925.462.5183  
**Peninsula:** One Embarcadero Center, Suite 535 • San Francisco, CA 94111 • P 415.334.4747 • F 415.438.2357  
**Oakland:** 246 30th Street, Suite 101 • Oakland, CA 94601 • P 510.444.4747 • F 510.835.1825  
**San Jose:** 2033 Gateway Place, #500 • San Jose, CA 95110 • P 408.573.6992 • F 408.437.1201  
**Stockton:** 343 East Main Street, #711 • Stockton, CA 95202 • P 209.507.7555 • F 209.507.7554  
**Sacramento:** 4770 Duckhorn Drive • Sacramento, CA 95834 • P 916.419.4747 • F 916.419.4774  
**Las Vegas:** 3842 E. Post Road • Las Vegas, NV 89120 • P 702.257.4747 • F 702.257.4718

**EXHIBIT "B"**

## GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC.. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.

(d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the CITY'S City Clerk prior to the effective date of such cancellation, or change in coverage.

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advise, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** April 4, 2017  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Updated Project Budget Sheet, and Resolution No. 2017-17 authorizing the City Manager to execute a contract with All American Construction, Inc., for the construction of the Grant Avenue/Main Street Signal and Pedestrian Improvements, Project No. 16-01.

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**RECOMMENDATION:** Staff recommends the City Council:

1. Approve Updated Project Budget Sheet (PBS) for Grant Avenue/Main Street Signal and Pedestrian Improvements, Project No. 16-01; and
2. Adopt Resolution No. 2017-17 authorizing the City Manager to execute a construction contract with All American Construction, Inc., for the construction of the Grant Avenue/Main Street Signal and Pedestrian Improvements, Project No. 16-01, in the amount of \$928,433.50, and authorize the City Manager to approve Change Orders not to exceed \$93,000.

**BACKGROUND:** Planned development, including Walnut Ranch (Hudson Ogando), Callahan, and Winters Highlands, in the vicinity of Grant Ave. (Hwy. 128) and Main Street will trigger the need for a new traffic signal and pedestrian improvements at the intersection. Walnut Ranch is currently under construction and one of the Mitigation Measures stipulates that the signal be under construction by occupancy of the 50<sup>th</sup> house. Also, the Conditions of Approval for Walnut Ranch included pedestrian improvements that were approved by Council to be deferred and included with the signal project.

On January 17, 2017, Council adopted Resolution No. 2017-02 approving plans and technical specifications, and authorizing the City Engineer to proceed with the bidding.

On February 16, 2017, Caltrans issued an Encroachment Permit, for work within the state highway.

**DISCUSSION:** Three bids for the project were received by the City Clerk at 2:00 pm on March 14, 2017, as follows:

<b>CONTRACTOR</b>	<b>BASE BID</b>
All American Construction	\$928,433.50
Vintage Paving	\$1,031,036.25
B&M Builders	\$930,074.85

Staff has reviewed the bids and recommends the City award a construction contract for the lowest responsive and responsible bidder, All American Construction, Inc., out of Yuba City, in the amount of \$928,433.50. Also, staff recommends the City Manager be authorized to approve Change Orders, for changed-conditions, not to exceed \$93,000.

The work will commence upon award. The contract documents allow 120 calendar days for completion.

**ALTERNATIVES:** None recommended by staff.

**FISCAL IMPACT:** The cost of the Grant Ave./Main St. Signal and Pedestrian Improvements, Project No. 16-01 is being paid through a combination of Street Impact Fees and Developer funds. The signal is included in the City's AB1600 Fee Program. Ashdon Development has fronted the funds for signal design, and will do so for a portion of the signal construction cost, and they will receive fee credits against their street impact fee obligation. The balance of cost for the signal construction related activities will be funded out of Street Impact Fee. Ashdon Development is responsible for the design and construction of the pedestrian improvements and will deposit funds with the City.

Attachment: Updated Project Budget Sheet  
Resolution No. 2017-17

## Main Street and Grant Avenue Signal and Pedestrian Improvements Project Budget Sheet

**CIP#: 16-01**  
**Last Updated: January 2017**  
**Project Owner: Public Works**  
**Project Manager: Alan Mitchell**

**MTIP #**  
**Original Approval: October 2015**  
**Project Resource: Consultant**

**Description:**

Preliminary engineering, environmental review, design, Caltrans permit, consturction, and inspection, for installation of a traffic signal and associated improvements (i.e. sidewalks, bike lanes, crosswalks) at the intersection of Grant Avenue (Hwy. 128) and Main Street.

**Authority:**

As part of the environmental review process in identifying traffic impacts associated with proposed development along the west end of Main St., one key mitigation requirement was to construct a traffic signal and make geometric modifications at Grant Ave. and Main St. intersection.

<b>Budget:</b>					
Item	%	Amount	Item	%	Amount
Project Management		\$20,000	Design		\$110,000
Testing and Inspection		\$40,000	Permits/Services		\$2,000
Pre-Design		\$12,000	Construction		\$928,434
Right of Way/Utility Relocation		\$3,000	Contingency		\$93,000
CEQA/NEPA		\$5,500	<b>Project Total:</b>		<b>\$1,213,934</b>

<b>Financing Schedule:</b>		Project Start: 2015		Project Completion: 2017		
Phases:	Pre-design, design, permitting, construction					
Fund Code:	Impact Fee	Ashdon Dev.	Blank	Blank	Blank	FY Totals
Previous						\$ -
FY 16/17:	\$ 270,000	\$ 69,100				\$ 339,100
FY 17/18:	\$ 874,834	\$ -				\$ 874,834
<b>Fund Totals:</b>	<b>\$ 1,144,834</b>	<b>\$ 69,100</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,213,934</b>

Note: Some funds will be advanced by Ahsdon and credited against their impact fees, or reimbursed at a later date.

**Recommended for Submittal**  
**Recommended for Approval**  
**Finance Department Approval**  
**City Manager Approval**

\_\_\_\_\_  
 Carol Scianna, Public Works (date)  
 \_\_\_\_\_ **3/29/17**  
 Alan Mitchell, City Engineer (date)  
 \_\_\_\_\_ (date)  
 Shelly Gunby, Director of Finance (date)  
 \_\_\_\_\_ (date)  
 John Donlevy, City Manager (date)

**RESOLUTION NO. 2017 - 17**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH ALL AMERICAN CONSTRUCTION, INC., FOR THE CONSTRUCTION OF THE GRANT AVENUE/MAIN STREET SIGNAL AND PEDESTRIAN IMPROVEMENTS, PROJECT NO. 16-01, IN THE AMOUNT OF \$928,433.50, AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS NOT TO EXCEED \$93,000.

**WHEREAS**, Walnut Ranch is currently under construction and one of the Mitigation Measures stipulates that the signal be under construction by occupancy of the 50<sup>th</sup> house, which should occur spring 2017; and

**WHEREAS**, the City Council approved Resolution 2017-02, and authorized the City Engineer to advertise the plans and specs for bid; and

**WHEREAS**, on March 14, 2017, the City Clerk received and opened three bids, and All American Construction, Inc. was deemed the lowest responsive and responsible bidder; and

**WHEREAS**, the City of Winters chooses to award a contract to All American Construction, Inc., for the Grant Avenue/Main Street Signal and Pedestrian Improvements, Project No. 16-01, in the amount of \$928,433.50; and

**WHEREAS**, a contingency in the amount of \$93,000.00, for the Grant Avenue/Main Street Signal and Pedestrian Improvements, Project No. 16-01, is reserved for change orders; and

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

1. The City Manager is authorized to execute a construction contract with All American Construction, Inc., for the construction of the Grant Avenue/Main Street Signal and Pedestrian Improvements, Project No. 16-01, in the amount of \$928,433.50; and
2. The City Manager is authorized to approve Change Orders not to exceed \$93,000.

**PASSED AND ADOPTED** by the City Council of the City of Winters, on this 4<sup>th</sup> day of April, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Wade Cowan, MAYOR

ATTEST:

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Nanci G. Mills, City Clerk



## STAFF REPORT

**TO:** Honorable Mayor and Councilmembers  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Carol Scianna, Environmental Services Manager *CS*  
**DATE:** April 4, 2017  
**SUBJECT:** Authorization for the City Manager to Execute a Maintenance Agreement with CalTrans for Storm Drainage Culvert Outfall on Route 505

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**RECOMMENDATION:** Staff recommends that the City Council authorize City Manager to execute Maintenance Agreement with CalTrans for Storm Drainage Culvert Outfall within State Highway Right of Way on Route 505 within the County of Yolo.

**BACKGROUND:** As part of the PG&E Gas Operations and Technical Training Center (GOTTC) Project, improvements and revisions were required related to storm drainage issues. The City was required to obtain an encroachment permit to allow drainage from the GOTTC site and existing drainage along State Hwy 128 to tie into the existing outfall area within the Caltrans right of way area adjacent to Route 505.

This agreement allocates the respective obligations relative to the newly constructed or revised improvements within the State's right of way by way of Encroachment Permit Number 0316-NDDD1127.

The City public works crew will be adding the maintenance of the outfall area referenced in this agreement to their current drainage ditch maintenance responsibilities.

Staff was not aware that Caltrans required the Council to approve authorization of City Manager to execute the maintenance agreement, since there was no funding obligations associated with the agreement. However, in further discussions with Caltrans staff, it was determined that the Council should provide their authorization to demonstrate their support for the City Manager's execution of the Maintenance Agreement.

**FISCAL IMPACT:** None

**MAINTENANCE AGREEMENT FOR STORM DRAINAGE CULVERT OUTFALL  
WITHIN STATE HIGHWAY RIGHT OF WAY  
ON ROUTE 505 WITHIN THE COUNTY OF YOLO**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Winters; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

**SECTION I**

**RECITALS**

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Encroachment Permit Number 0316-NDD1127.
2. This Agreement addresses CITY responsibility for the storm drain culvert outfall, rock slope protection, and erosion control (collectively the "OUTFALL") placed within State Highway right of way on State Route 505, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

**SECTION II**

**AGREEMENT**

3. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
  - 3.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of OUTFALL as shown on said Exhibit A.
  - 3.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit A which will be made a part hereof and will thereafter supersede the attached original Exhibit A to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and

through their authorized representatives. No formal amendment to this Agreement will be required.

4. CITY agrees, at CITY expense, to do the following:
  - 4.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (Section 27 of the Streets and Highways Code) OUTFALL conforming to those plans and specifications (PS&E) pre-approved by STATE.
  - 4.2. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed civil engineer, for OUTFALL to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE's right of way. All proposed OUTFALL must meet STATE's applicable standards.
  - 4.3. CITY shall ensure that OUTFALL areas designated on Exhibit A are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
  - 4.4. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
  - 4.5. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
  - 4.6. To remove OUTFALL and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
  - 4.7. To inspect OUTFALL on a regular monthly basis and after each major storm to ensure the safe operation and condition of the OUTFALL.
  - 4.8. To expeditiously MAINTAIN, replace, repair or remove from service any OUTFALL system component that has become unsafe.
  - 4.9. To MAINTAIN all OUTFALL within the Agreement limits of the STATE highway right of way, as shown on Exhibit A. MAINTENANCE includes, but is not limited to, concrete repair, schedule routine inspection, culvert cleaning, repair of any deficiencies observed, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about OUTFALL or the OUTFALL in an expeditious manner.
  - 4.10. To allow random inspection of OUTFALL, by a STATE representative.

- 4.11. To keep the entire outfall area policed and free of litter and deleterious material.
  - 4.12. All work by or on behalf of CITY will be done at no cost to STATE.
5. STATE agrees to do the following:
- 5.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
  - 5.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
6. LEGAL RELATIONS AND RESPONSIBILITIES:
- 6.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.
  - 6.2. If during the term of this Agreement, CITY should cease to MAINTAIN the OUTFALL to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove OUTFALL at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing OUTFALL, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.
  - 6.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
  - 6.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits

or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

7. PREVAILING WAGES:

7.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

7.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

8. INSURANCE - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$2 million per occurrence and \$2 million in aggregate and \$5 million in excess liability. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

9. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

10. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF WINTERS

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
John W. Donlevy Jr, City Manager

MALCOLM DOUGHERTY  
Director of Transportation

ATTEST:

By: \_\_\_\_\_  
Nanci Mills, City Clerk

By: \_\_\_\_\_  
Rihui Zhang, Acting District 3 Director

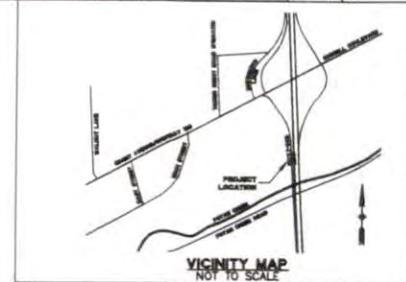
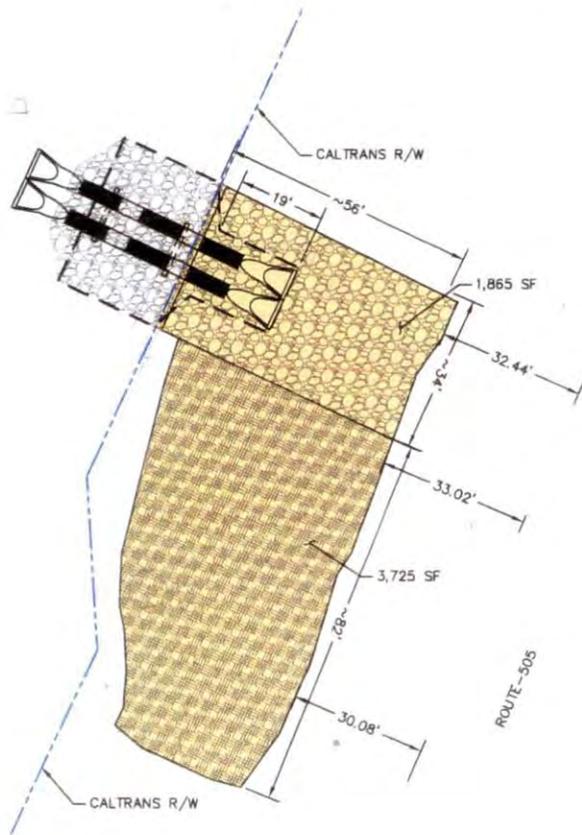
APPROVED AS TO FORM

By: \_\_\_\_\_  
Ethan Walsh, City Attorney

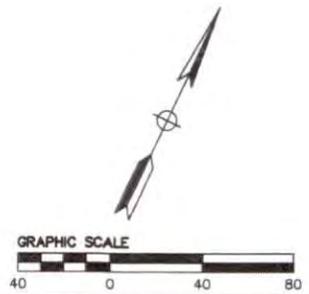
MAINTENANCE AGREEMENT FOR STORM DRAINAGE CULVERT OUTFALL  
 WITH CITY OF WINTERS  
 ENCROACHMENT PERMIT 0316-NDD1127

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
03	YOL	505	0.04	1	1

EXHIBIT A



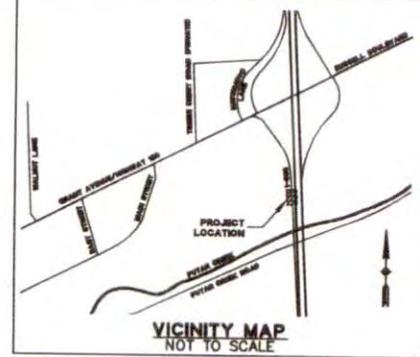
LEGEND	
COLOR	DESCRIPTION
	ROLLED EROSION CONTROL PROTECTION
	CALTRANS RIGHT-OF-WAY
	DRAINAGE SYSTEM
	RIP RAP
	TO BE MAINTAINED BY CITY AT CITY EXPENSE



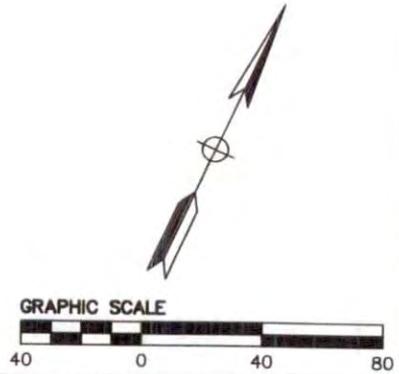
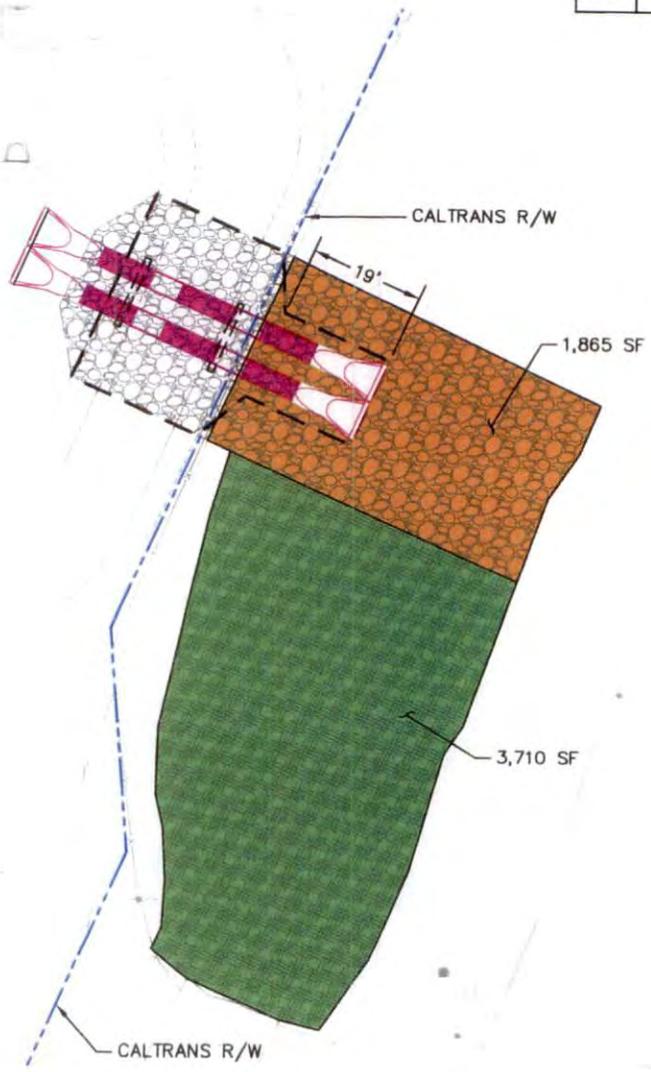
5/2/17

© BKF Engineers

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
03	YOL	505	0.04	1	1



LEGEND	
COLOR	DESCRIPTION
	ROLLED EROSION CONTROL PROTECTION WITHIN I-505 CHANNEL DITCH AREA TO BE MAINTAINED BY CITY
	CALTRANS RIGHT-OF-WAY
	DRAINAGE SYSTEM TO BE MAINTAINED BY CITY
	RIP RAP WITHIN I-505 CHANNEL DITCH AREA TO BE MAINTAINED BY CITY



DRAWING NAME: I:\Projects\2017\20170518\170518\_03\_Caltrans Channel LMA\2017\_02\_03\_Caltrans Channel LMA.dwg  
 PLOT DATE: 05-08-17 PLOTTED BY: NLC

880 9th STREET,  
 SUITE 1770  
 OAKLAND, CA 94612  
 (415) 863-8800  
 www.bkf.com

**BKF100**  
 YEARS  
 ENGINEERS · SURVEYORS · PLANNERS

**MAINTENANCE AGREEMENT**  
**STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION**  
**I-505 DRAINAGE CHANNEL**  
 CALIFORNIA  
 YOLO  
 WRITERS

Date	17/05/17	Scale	1" = 40'	Sheet No.	1
Drawn by	NLC	Checked by		Project No.	
Designed by		Reviewed by		Client No.	
Estimated by		Approved by		Contract No.	
Checked by		Accepted by		Job No.	



**YOLO COUNTY PUBLIC AGENCY RISK  
MANAGEMENT INSURANCE AUTHORITY**

77 W. LINCOLN AVENUE WOODLAND, CA 95695  
(530) 666-4456 Fax # (530) 666-4491

**CERTIFICATE OF GENERAL / AUTO  
LIABILITY INSURANCE COVERAGE**

**CERTIFICATE HOLDER and  
ADDITIONAL COVERED  
PARTY:**

California Department of Transportation  
District 3  
703 B Street  
Marysville CA 95901

**THIS CERTIFIES THAT  
THE COVERAGE  
DESCRIBED HEREIN HAS  
BEEN ISSUED TO:**

City of Winters  
318 First Street  
Winters CA 95694

**DESCRIPTION OF ACTIVITY:** Encroachment Permit #0316-NDD1127 - Maintenance Agreement for Storm Drainage Culvert Outfall within State Highway Right of Way on Route 505 within the County of Yolo

**DATE OF ACTIVITY:** 3/13/2017 through On Going

ENTITY PROVIDING COVERAGE	COVERAGE LIMITS Per Occurrence	CERTIFICATE EXPIRATION DATE
City of Winters	\$2,000	6/30/2017
Yolo County Public Agency Risk Management Insurance Authority	\$498,000	6/30/2017

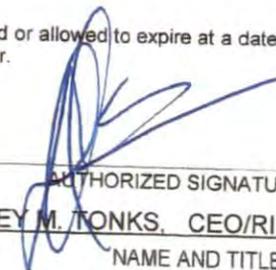
The following coverage is in effect and is provided through participation in a risk sharing joint powers authority; general liability and automobile liability pooled self-insurance, as defined in the Memorandum of Coverage on file with the entity and which will be available upon request.

The coverage being provided is limited to the activity and the time period indicated herein and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage of the Yolo County Public Agency Risk Management Insurance Authority.

The certificate holder named herein is only an additional covered party for covered claims arising out of the activity described herein and is subject to the limits stated herein.

Coverage is in effect at this time and will not be cancelled, limited or allowed to expire at a date other than that indicated herein except upon 30 days written notice to the certificate holder.

3/13/2017  
DATE

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE  
JEFFREY M. TONKS, CEO/RISK MANAGER  
NAME AND TITLE



# CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

Accredited with Excellence from the California Association of Joint Powers Authorities

## CERTIFICATE OF COVERAGE

**Certificate Holder and  
Additional Covered Party:** State of California, its officers, agents and employees  
California Department of Transportation  
703 B Street  
Marysville, CA 95901

**This certifies that the coverage  
Described herein has been issued to:** City of Winters

**Description of Activity:** Encroachment Permit #0316-NDD1127 - Maintenance Agreement for Storm Drainage  
Culvert Outfall with State Highway Right of Way on Route 505 within the County of Yolo

**Date(s) of Activity:** March 13, 2017 to March 13, 2027

**Location of Activity:** CA

Entity Providing Coverage	Excess Coverage	Certificate Expiration Date
California Joint Powers Risk Management Authority	\$6,500,000 excess of \$500,000	June 30, 2017

The following coverage is in effect and is provided through participation in a risk sharing joint powers authority: general liability and automobile liability pooled self-insurance, as defined in the Memorandum of Coverage on file with the entity and which will be made available upon request.

The coverage being provided is limited to the activity and the time period indicated herein and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage of the California Joint Powers Risk Management Authority.

Pursuant to Section II, subsection 8, relating to the definition of a covered party, the certificate holder named herein is only an additional covered party for covered claims arising out of the activity described herein and is subject to the limits stated herein.

Coverage is in effect at this time and will not be cancelled, limited or allowed to expire at a date other than that indicated herein except upon 30 days written notice to the certificate holder.

March 14, 2017

Date

Authorized Signature

**David J. Clovis, ARM, General Manager**  
Name and Title (Print or type)

Certificate Number: 2016-2017-COC1571

Form C



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: April 4, 2017  
THROUGH: John W. Donlevy, Jr., City Manager  
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*  
SUBJECT: Resoluition 2017-16 Extension of Audit Contract for Fiscal Year 2017 and 2018.

---

**RECOMMENDATION:**

Adopt Resolution 2017-16 Accepting the proposal from Van Lant & Fankhanel, LLP for performing the annual independent audit for fiscal years 2016-2017 and 2017-2018, and authorize the City Manager to execute a professional services contract for the 2 year audit period.

**BACKGROUND:**

The City of Winters is required to have an independent financial audit performed each year. For the past 3 years, Van Lant & Fankhanel, LLP has performed this audit, however, at the conclusion of the 2015-2016 audit, the contract for audit services is complete. Staff included a possible 2 year extension to the RFP when issued in 2014 and requested such extension from Van Lant & Fankhanel. Van Lant & Fankhanel provided a proposal, including fees, for the next two (2) years audits. The fee amount is approximately \$700 and \$950 higher for the next two years than the current year.

Best practices for auditing services, is a maximum of 5 years with the same audit team, and this contract would adhere to those best practices. Staff will issue a Request for Proposal for services in the winter of 2018 to provide a pool of candidates for the auditor for the 2018-2019 fiscal year.

**FISCAL IMPACT:**

The fee amount is approximately \$700 and \$950 higher for the next two years than the 2015-2016 Fiscal year

**ATTACHMENTS:**

Consultant Services Agreement for Audit Services  
Resolution 2017-16

**RESOLUTION 2017-16**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WINTERS APPROVING AN AGREEMENT FOR AUDIT SERVICES  
FOR FISCAL YEAR 2016-2017 AND 2017-2018**

**WHEREAS**, the City is required to have an independent financial audit performed each year; and

**WHEREAS**, Van Lant and Fankhanel, LLP has performed the required audit for the 3 previous fiscal years; and

**WHEREAS**, City staff included the opportunity to extend the contract by an additional two (2) years in the original RFP; and

**WHEREAS**, Van Lant and Fankhanel, LLP has submitted a proposal to extend their services for an additional two (2) years per City Staff request;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Winters hereby approves the contract with Van Lant and Fankhanel, LLP in the amount set forth in the contract to provide audit services to the City of Winters for Fiscal years 2016-2017 and 2017-2018 and authorizes the City Manager to execute the contract with Van Lant and Fankhanel, LLP.

**PASSED AND ADOPTED** by the City Council, City of Winters, this 4th day of April 2017 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

Wade Cowan, MAYOR

**ATTEST:**

---

Nanci G. Mills, CITY CLERK



**CONSULTANT SERVICES AGREEMENT**

**AGREEMENT No. \_\_\_\_\_**

THIS AGREEMENT is made at Winters, California, as of April 4, 2017, by and between the City of Winters ("the CITY") and Van Lant & Fankhanel, LLP (CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated March 21, 2017. Consultant shall provide said services at the time, place, and in the manner specified by the City of Winters and Exhibit "A".

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "B", but in no event shall total compensation exceed Twenty nine thousand five hundred dollars (\$29,500.00) for 2017 and Twenty nine thousand seven hundred and fifty dollars (\$29,750.00) for 2018, without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

3. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. EXHIBITS. All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS  
a municipal corporation

By: \_\_\_\_\_  
John W. Donlevy, Jr., City Manager

CONSULTANT

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Nanci G. Mills, CITY CLERK



March 21, 2017

To: Management and the City Council  
 City of Winters  
 318 First Street  
 Winters, CA 95694

We are pleased to confirm our understanding of the services we are to provide the City of Winters (City) for the year ended June 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Budgetary comparison schedules.
- 2) OPEB and Pension RSI.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining schedules.

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Van Lant & Fankhanel, LLP  
 25901 Kellogg Street  
 Loma Linda, CA 92354

909.856.6879

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council and Management of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report on agreed upon procedures performed on the City's calculation of its annual appropriations limit as required by Article XIII B of the California State Constitution. We will perform the procedures in the Article XIII B Appropriations Limit Uniform Guidelines as published by the League of California Cities. This report will include a statement that the report is intended solely for the information and use of management, City Council and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that

management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review in a timely manner.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe

the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of VLF, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of VLF, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We will begin our audit in May/June of 2017 and plan to issue our reports in December of 2017. Brett Van Lant, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for the 2016-17 fiscal year, along with proposed fees for the 2017-18 fiscal year, are as follows:

Service	Fiscal Years Ending June 30,	
	2017	2018
City Audit, including Appropriations Limit AUP	\$ 27,000	\$ 27,250
Single Audit and Related Reports	2,500	2,500
<b>Total Maximum Cost</b>	<b>\$ 29,500</b>	<b>\$ 29,750</b>

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. In addition, the above fees are based on the assumption that the Single Audit will include no more than two major programs, in accordance with the Uniform Guidance.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy and return it to us.

Very truly yours,

**VAN LANT & FANKHANEL, LLP**

*Van Lant + Fankhanel, LLP*

Brett Van Lant  
 Certified Public Accountant

**RESPONSE:**

This letter correctly sets forth the understanding of the City of Winters.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT "C"

### GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC.. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.

(d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the City Clerk prior to the effective date of such cancellation, or change in coverage.

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advise, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.



**STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Carol Scianna, Environmental Services Manager *CS*  
**DATE:** April 4, 2017  
**SUBJECT:** Recycled Water Agreement with Martinez Orchards and Adoption of Resolution 2017-14 Recycled Water Rate

**RECOMMENDATION:** Staff recommends that Council authorize the City Manager to execute an agreement with Martinez Orchards for the continued use of City’s recycled treated wastewater to be used for agricultural irrigation. Staff further recommends approval of Resolution 2017-14 which adopts a revised rate of \$25 per acre foot for the above referenced recycled water.

**BACKGROUND:** In July 2014 the City was granted permission from the Central Valley Regional Water Control Board (CVRWQCB) for temporary Wastewater Reuse Program. The City entered into an agreement soon after with Martinez Orchards to provide, on as needed basis treated waste water to be used on the plum orchard adjacent to the Wastewater Treatment Facility. The following year the City secured the required permit with the CVRWQCB to continue the recycled/reuse water program. However, while the City was in the process of securing their permanent reuse permit, Martinez Orchards completed the installation of an agricultural well. The addition of the agriculture well added some restrictions to the delivery of the City’s recycled water to the Martinez orchard. These issues have been resolved and Martinez Orchards is ready to begin accepting City recycled water this summer.

In further discussions, it was also determined the initial cost of \$70/acre foot was not a reasonable sum for Martinez Orchards to pay for reuse water given that water bought from Yolo County Flood Control and Water Conservation District or water pumped from his own well was much more affordable in comparison.

318 First Street  
Winters, CA 95694  
Phone.530.795.4910  
Fax. 530.795.4935

**COUNCIL MEMBERS**

Harold Anderson  
Jesse Loren  
Pierre Neu

**MAYOR**

Wade Cowan

**MAYOR PRO TEM**

Bill Biasi

**CITY CLERK**

Nanci Mills

**TREASURER**

Michael Sebastian

**CITY MANAGER**

John W. Donlevy, Jr.

**RESOLUTION No. 2017-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
AMENDING RESOLUTION 2009-02 TO ADD A RATE FOR THE PROVISION  
OF RECYCLED WATER TO MARTINEZ ORCHARDS PURSUANT TO THE  
CITY'S TEMPORARY WASTEWATER REUSE PROGRAM**

**WHEREAS**, The Municipal code of the City of Winters, Section 13.08.110H2 authorizes the City Council to adopt by resolution a schedule of charges and fees for the support of the City's Sewer System;; and

**WHEREAS**, on June 22, 2015 the City was granted permission to Continue their Wastewater Reuse Program with a Notice of Applicability from the Central Valley Regional Water Control Board; and

**WHEREAS**, on April 4, 2017 the City authorized the execution of an agreement between the City and Martinez Orchards which states that the City will provide recycled wastewater to the plum orchard owned by Martinez Orchards adjacent to the Wastewater Treatment Facility; and

**WHEREAS**, the City and Martinez Orchards agree that the recycled wastewater will be delivered on an as requested basis; and

**WHEREAS**, the agreed upon amount for recycled wastewater delivered to Martinez Orchards will be at a rate of Seventy Dollars (\$25.00) per acre foot, to be billed on a monthly basis, which amount is reasonably related to the cost of providing the recycled water to Martinez Orchards; and

**WHEREAS**, the revenue collected from the sale of recycled wastewater will be credited to the Sewer Enterprise Fund;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Winters does hereby amend Resolution 2014-28 to a rate of twenty five dollars (\$25.00) per acre foot, which rate shall be added and incorporated into the City's Rate Schedule for the City's Sewer System, as established pursuant to Resolution 2013-24.

**PASSED AND ADOPTED** by the City Council, City of Winters, this 4th day of April 2017 by the following roll call vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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Wade Cowan, MAYOR



## Recycled Water Agreement

This Recycled Water Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_, 2017 (“Effective Date”), by and between Martinez Orchards (“CUSTOMER”), and the City of Winters (“CITY”), a municipal corporation of the State of California. CUSTOMER and the CITY are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

### RECITALS

- A. The CITY owns and operates certain wastewater treatment and disposal facilities known as the City of Winters Wastewater Treatment Facility (“Treatment Facility”). The Treatment Facility, located at 27999 Co. Rd 32A (APNs 030-180-17-030-180-024), treats and disinfects effluent to secondary standards and disposes of the effluent through spray fields.
- B. The Treatment Facility treats domestic wastewater from the City of Winters. Effluent is treated to secondary 23 standards, , stored in ponds, disinfected and disposed through spray fields as defined in Title 22, Section 60304(c)..
- C. The Treatment Facility operates under Waste Discharge Requirements Order No. R5-2002-0136 dated July 19, 2002 issued by the Central Valley Regional Water Quality Control Board (“Central Valley Board”).
- D. Unprecedented dry conditions have left farmers adjacent to the Treatment Facility in need of additional water supplies. The City proposes to deliver Recycled Water to neighboring lands for irrigation purposes.
- E. CUSTOMER owns certain real property in Yolo County, Assessor’s Parcel No. 030-180-013, consisting of approximately \_90\_-acres (“Property”). The Property is depicted on the map attached hereto as Exhibit “A” incorporated herein by reference.
- F. CITY has received formal notification from the Central Valley Regional Water Quality Control Board that it is authorized under State Water Board Water Quality Order 2014-0090 to proceed with a water recycling project in accordance with the terms and conditions of that certain Notice of Applicability dated June 22, 2015 (the “Revised Notice of Applicability”).
- G. CUSTOMER and the CITY contemplate that in accordance with the authorization set forth in the Revised Notice of Applicability, the CITY will provide and CUSTOMER will accept disinfected secondary-23 recycled water (“Recycled Water”) for agricultural irrigation on the Property, as set forth herein.



## COVENANTS AND AGREEMENT

Now therefore, based on the foregoing recitals, which are incorporated into the operative provisions of this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties covenant and agree as follows:

### 1. TERM

a. The term of this Agreement is for the period commencing from the date both Parties have signed and authorized this agreement , and shall continue until one or both parties choose to terminate this agreement in accordance with Section \_\_ of this Agreement

..

### 2. RECYCLED WATER QUALITY AND USE

a. Recycled Water delivered to CUSTOMER pursuant to this Agreement will be treated to the disinfected secondary-23 recycled water standards, and will be of a quality in compliance with the CITY's Water Discharge Permits/Orders administered by the Central Valley Regional Water Quality Control Board. The CITY will also maintain compliance with current State Water Resources Control Board of Division of Drinking Water regulations. The CITY will provide to CUSTOMER copies of any test reports of Recycled Water as are periodically required of the CITY by regulatory agencies to characterize the Recycled Water.

b. CUSTOMER will irrigate the Property pursuant to good farming and agricultural practices, consistent with runoff, ponding, and environmental restrictions required pursuant to statute, ordinance, regulation, permit or law, and not harmful to the Property or CUSTOMER's operations thereon. CUSTOMER shall notify the CITY in writing of modifications to the CITY's delivery practices to the extent necessary to comply with statute, ordinance, regulation, permit or law. In irrigating the Property, CUSTOMER shall not use Recycled Water in violation of any statute, ordinance, regulation, permit or law.

c. CITY and CUSTOMER shall both comply with all terms and conditions set forth in the Revised Notice of Applicability.

### 3. RECYCLED WATER DELIVERY

a. **Delivery Amount:** The CITY will deliver and CUSTOMER will accept as much Recycled Water as CUSTOMER may request for the reasonable irrigation of the



Property. This amount shall not exceed reasonable irrigation application levels and shall be in line with agronomic demands to prevent runoff.

**b. Location of Water Delivery:** The CITY will deliver Recycled Water at the location delineated "Transfer Pump" on Exhibit "A." The CITY will construct, install, control, operate, and maintain the delivery infrastructure to the Transfer Pump. The CUSTOMER will be responsible for the cost of acquisition and installation of the pipeline, equipment and any necessary replacement thereof, and material required to deliver Recycled Water from the Transfer Pump to the Property. All such construction and installation work by both parties shall be conducted in accordance with the Revised Notice of Applicability, as well as all applicable local, state and federal laws and regulations. No physical connection shall exist between recycled water piping and any domestic water supply, domestic well or existing potable water systems.

**c. Coordination for Water Delivery:** The CITY and CUSTOMER will each designate a representative to coordinate water delivery to the Property. The designated representatives shall develop a mutually acceptable delivery schedule" that will govern the operations of both Parties with regard to water delivery and irrigation of the lands covered by the City's Emergency Recycled Water and/or Recycled Water General Permit.

i) The CITY shall notify CUSTOMER's designated representative at least three(3) days prior to the commencement of scheduled delivery to confirm deliveries. Delivery of Recycled Water to the Property shall be supplied, to the extent feasible, to meet the irrigation demands of the Property.

ii) The Customer will be charged at a rate of \$25 per acre ft (325,829 gallons or 435 hcf units) to be billed on a monthly basis.

**d. Limitations Precluding Delivery of Water:** The Parties acknowledge and agree that such delivery and use of Recycled Water may at times be precluded for unanticipated reasons or for reasons beyond the control of the CITY and/or CUSTOMER. The CITY will not be obligated to provide and CUSTOMER will not be required to accept Recycled Water pursuant to the terms of this Agreement when such delivery and/or acceptance is prevented by Acts of God, shortage of Recycled Water not caused by the intentional or negligent acts of the CITY, reduction in transmission capacity, equipment malfunction, changes in operations on the Property, discharge or monitoring requirements, a determination by any regulatory agency that Recycled Water is not suitable for the intended use, a determination that the activity is unlawful, a determination that the activity may violate any operations permits, including but not limited to any National Pollutant Discharge Elimination System permits, a determination that a constituent of Recycled Water is harmful to the plants or animals on the Property, or any other unanticipated cause. In the event of such acts or any one of them causing delay or suspension of



deliveries, the Parties shall immediately meet and confer and shall develop an alternative delivery schedule or such other resolution as may be acceptable to both parties.

#### 4. EASEMENT FOR DELIVERY OF RECYCLED WATER AND IRRIGATION

a. **Easement:** CUSTOMER grants and conveys to the CITY a non-exclusive easement to: (1) convey and deliver Recycled Water to and onto the Property and for irrigation of the Property and (2) if necessary, enter upon and access the Property to accomplish the purposes of (1) above (collectively, "Easement"). The Easement granted herein may be used by the CITY's employees, agents, representatives and contractors. Prior to entry upon the Property, the CITY shall provide notice (written or oral) to CUSTOMER of any required access, and shall work with CUSTOMER to schedule a mutually convenient time for the CITY to access the Property.

b. **Interference with Operations:** When entering the Property, the CITY shall not interfere with the Property and CUSTOMER's operations thereon except to the extent necessary to comply with any conditions of the Central Valley Board's Waste Discharge Requirements or any other regulatory requirements. The CITY is solely responsible for any damage caused or liability suffered by CUSTOMER resulting from the CITY entering the Property.

#### 5. OPERATION AND COST OF EQUIPMENT

a. The CUSTOMER at its sole costs and expense, with no cost or expense to CITY, will pay all costs to construct, install, control, operate, maintain, and replace the irrigation equipment from the Transfer Pump onto the Property associated with the delivery and use of the Recycled Water. Such works may include but not be limited to land leveling, irrigation lines, pipelines, valves, meters, pumps, discharge equipment, and containment or tail-water recovery equipment ("Irrigation Equipment"). In the event that excavating a portion of the Property is necessary to construct, install, control, operate, maintain or replace the Irrigation Equipment, CUSTOMER will notify the CITY in writing of the required work and City shall perform the work in accordance with all applicable laws.

#### 6. OWNERSHIP OF EQUIPMENT AND CROPS

a. CUSTOMER's operations and equipment on the Property, including all crops raised and harvested and any supporting or associated equipment and appurtenances, will be solely owned and controlled by CUSTOMER. The CITY shall not interfere with CUSTOMER's operations on the Property and shall not have or



acquire any right, title or interest to any equipment or resulting benefit or asset, monetary or otherwise, associated with the operations with the exception of any irrigation equipment designated to the City in writing pursuant to section 6 b of this agreement.

b. Any and all installed irrigation equipment between and including the Treatment Facility and the Transfer Pump is the sole property of the City, and any property installed by the CUSTOMER between the Transfer Pump and the Property (but not including the Transfer Pump equipment) for the purposes of receiving recycled water on the Property is the property of the CUSTOMER. Upon the termination or expiration of this agreement, any irrigation equipment of the City that is located on the Property of CUSTOMER shall be removed by the CITY within 45 days of termination.

## 7. ENVIRONMENTAL AND REGULATORY COMPLIANCE

a. The CITY is solely responsible for its compliance with any statute, ordinance, regulation, permit, or law regulating the delivery, use and/or recovery of Recycled Water, provided however that Customer acknowledges and agrees that it shall use the Recycled Water in accordance with all applicable requirements of the Revised Notice of Applicability.

## 8. GENERAL PROVISIONS

a. Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In any default under this Agreement alleged by CUSTOMER, CUSTOMER must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the City. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CUSTOMER shall be barred from bringing and maintaining a valid lawsuit against the City.

b. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CUSTOMER: Martinez Orchards  
4570 Putah Creek Rd.  
Winters, CA 95694  
Attn: Dan Martinez



CITY: City of Winters  
318 First Street  
Winters, CA 95694  
Attn: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

c. Termination for Convenience. This Agreement may be terminated for convenience by either party upon 15 days prior notice to the other party. Such notice shall be given in accordance with the requirements of this Agreement.

d. Incorporation by Reference. All exhibits referred to in this Agreement are attached hereto and are by this reference incorporated herein.

e. Construction; References; Captions. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to CUSTOMER include all personnel, employees, and agents of CUSTOMER. All references to the CITY include its elected officials, officers, employees, agents, and volunteers. The captions of the various sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

f. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

g. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel or otherwise.

h. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.

i. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

j. Cooperation; Further Acts. The parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.



k. Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

l. Authority to Enter Agreement. CUSTOMER has all requisite power and authority to conduct its business and to execute, deliver, and perform this 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.

m. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

n. Entirety of Agreement. This Agreement contains the entire agreement of the City and Consultant with respect to the subject matter hereof, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

**IN WITNESS WHEREOF**, the Parties have fully executed this **AGREEMENT** as of the day first above stated.

EXECUTED as of day first above-stated.

CITY OF WINTERS  
a municipal corporation

By: \_\_\_\_\_  
John W. Donlevy, Jr., City Manager

CUSTOMER

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Nanci G. Mills, CITY CLERK



**STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Carol Scianna, Environmental Services Manager *CS*  
**DATE:** April 4, 2017 *C*  
**SUBJECT:** Agreement for Disposal of Wastewater with Berryessa Gap Vineyards

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**RECOMMENDATION:** Staff recommends that Council authorize the City Manager to execute an agreement with Berryessa Gap Vineyards for the disposal of Wastewater at the City of Winters Wastewater Treatment Facility (Facility).

**BACKGROUND:** The City was recently approached regarding their willingness to accept wastewater from Berryessa Gap Vineyards (Berryessa). A sample of the expected wastewater was tested and staff determined that the wastewater from Berryessa would be acceptable at the Facility.  
The expected disposal amounts are 6000 gallons to be delivered twice a month the rate of 0.05 per gallon, with a revenue of \$300 per truck load. The agreement will require Berryessa to coordinate deliveries with Facility manager and deliveries must remain limited to twice monthly. This is an at will agreement an allows for either party to terminate for any reason. .

**FISCAL IMPACT:** Revenue estimated \$600 per month

318 First Street  
Winters, CA 95694  
Phone.530.795.4910  
Fax. 530.795.4935

**COUNCIL MEMBERS**

Harold Anderson  
Jesse Loren  
Pierre Neu

**MAYOR**

Wade Cowan

**MAYOR PRO TEM**

Bill Biasi

**CITY CLERK**

Nanci Mills

**TREASURER**

Michael Sebastian

**CITY MANAGER**  
John W. Donlevy, Jr.

**AGREEMENT FOR DISPOSAL OF WASTEWATER**  
**BETWEEN THE CITY OF WINTERS AND**  
**BERRYESSA GAP VINEYARDS**

This Agreement for Disposal of Wastewater (“Agreement”) dated and made effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”) is entered by and between the City of Winters, a California municipal corporation (“City”), and Berryessa Gap Vineyards, a California corporation (“Company”) that owns and operates a winery and tasting room located at 27260 Highway 128, Winters, CA 95697 (the “Site”). City and Company may hereafter be referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, City owns and operates the Winters Wastewater Treatment Facility for the collection, treatment, and disposal of wastewater in the City, located at (“Facility”); and

**WHEREAS**, Winters Municipal Code, Chapter 13.08, sets uniform requirements for the collection, treatment and disposal of wastewater (sanitary sewer) at City’s Facility, including requirements on the quality and quantity of wastewater which may be discharged to the Facility by industrial or commercial users; and

**WHEREAS**, the Site consists of a winery and taste room located just outside of the City’s jurisdiction, and therefore the Site is not connected to City’s sewer system; and

**WHEREAS**, Company desires to transport Site’s wastewater from the Site to the City’s Facility for disposal; and

**WHEREAS**, City is willing to accept and treat Company’s wastewater from the Site, pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**TERMS AND CONDITIONS**

1. **Scope of Agreement.** City agrees to accept and treat wastewater transported by Company from the Site, on the terms and conditions set forth in this Agreement. Company further agrees to the following general terms and scope:
  - a. Wastewater shall only be collected and transported to the City’s Facility from the Site. This Agreement does not authorize collection, transportation, treatment or disposal of Company’s wastewater from any other location, business, or facility other than the Site.
  - b. Company assumes all risk and responsibility for the transportation of the Site’s wastewater to City’s Facility pursuant to applicable federal, state and local laws and regulations. This Agreement does not impose any obligations or liability on City for the transportation of Site’s wastewater.

- c. Company agrees to abide by all federal, state and local laws and regulations regarding the quality, transportation, and disposal of wastewater at City's Facility.
2. **Term.** The term of this Agreement shall be for five (5) years from the Effective Date of this Agreement, unless extended or earlier terminated by the Parties in writing as set forth in this Agreement.
3. **Limitations on Disposal.** Company shall be subject to the following requirements and limitations regarding disposal of wastewater at the City's Facility:
  - a. **Frequency.** Company shall be authorized to dispose of wastewater at City's Facility a maximum of once every two weeks, beginning the first week of the month following the Effective Date and every other week thereafter (collectively, the "Disposal Period"). Company shall not dispose of wastewater at the Facility more than once in a Disposal Period, unless Company obtains prior written approval from City authorizing a greater frequency. City has the right to specify the location, days and hours that Company's wastewater is accepted. Company is not obligated to dispose of wastewater in any given Disposal Period, and Company shall not be billed for any such failure to dispose of wastewater.
  - b. **Volume.** Company is authorized to dispose a maximum of six thousand (6,000) gallons of wastewater in any single delivery of wastewater for disposal in a Disposal Period. The Parties agree that this maximum volume assumes Company uses a truck with a maximum capacity of 6,000 gallons for each delivery, and Company is not authorized to exceed this maximum, or use a truck with a capacity greater than 6,000 gallons. City has the right to accept or reject Company's wastewater in whole or in part based on, among other things, the daily operation and capacity of the Facility. City shall not be liable to Company for any damages incurred by Company due to delay or rejection of Company's wastewater during any given Disposal Period.
  - c. **Prohibited Discharges.** Company is required to comply with all City standards and limitations regarding the quality of wastes to be accepted at the Facility, including but not limited to the concentration limits set forth in Winters Municipal Code section 13.08.060. Additionally, Company shall not discharge or dispose into City's Facility any of the following materials, in accordance with Winters Municipal Code section 13.08.050:
    - (1) Any solids, liquids, or gases which by themselves or by interaction with other substances may cause fire or explosion hazards, or in any other way be injurious to persons, property, or the operation of the wastewater system;
    - (2) Any noxious or malodorous solids, liquids, or gases, which either singly or by interaction with other substances, is capable of creating a public nuisance or hazard to life or preventing entry into sewers for their maintenance and repair;

- (3) Any solids, greases, slurries, or viscous material of such character or in such quantity that, in the opinion of the city engineer, may cause an obstruction to the flow in the sewer or otherwise interfere with the proper functioning of the wastewater treatment plant;
- (4) Any toxic substances, chemical elements, or compounds in quantities sufficient to impair the operation or efficiency of the wastewater treatment plant, or that will pass through the wastewater plant and cause the effluent thereof to exceed Regional Water Quality Control Board requirements for the receiving farm land;
- (5) Any garbage, except properly ground with a mechanical garbage grinder if otherwise authorized by this Agreement;
- (6) Any sand, earth, ashes, mud, cement, broken glass, cinders, feathers, straw, shavings, metal, rags, tar, wood, meat processing plant wastes such as animal skins, intestines, fleshings, and paunch materials retained on a screen having eight meshes per inch each way, or any other solid or viscous substance capable of causing obstructions to the flow in sewers or other interference with proper operation or maintenance of the wastewater system;
- (7) Any septic tank or cesspool waste except as authorized by the director of public works for disposal at the septage receiving station at the wastewater treatment plant;
- (8) Any radioactive wastes.

4. **Compensation.** As consideration for City's acceptance of Company's wastewater, Company shall pay to City a flat rate of two-hundred fifty dollars (\$300.00) per delivery of wastewater for disposal in a Disposal Period. The Parties agree that this amount represents full and fair compensation, calculated at an agreed rate of five cents (\$0.05) per gallon and assuming a maximum disposal of 6,000 gallons of wastewater per delivery, regardless of whether an amount less than the maximum is actually disposed. City will provide a monthly invoice to Company reflecting the total number of deliveries of wastewater disposed at the Facility in the preceding month, which shall be due and payable within thirty (30) days of City's issuance of the invoice.

5. **Sampling.** Company's wastewater shall be subject to periodic inspection, sampling, and a determination of character and concentration of such wastes for compliance with City's Municipal Code and this Agreement. City's determination shall be made by the City's director of public works or his or her designee ("Director") as often as may be deemed necessary by the City. The sampling may be accomplished either manually or by the use of mechanical equipment acceptable to the Director, at his or her discretion. Company agrees to provide access to sampling locations for the purpose of periodic sampling to the Director at all times.

In the event the City determines, after inspection or sampling of Company's wastewater, that Company is not in compliance with federal, state, or local law or this Agreement, or that Company's wastewater may cause damage or harm to the Facility, City shall have the right to immediately suspend any further disposal of Company's wastewater into the Facility. City may, but shall not be required, to provide notice to Company of any such determination to provide Company an opportunity to correct any violations or abate identified harms.

6. **Spills and Leakage.** Company will, in the event of spills or leakage of hauled wastewater on the City's property caused by the Company's actions or faulty equipment, appropriately and immediately clean the area involved.
7. **Insurance.** Company shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the transportation and disposal of Company's wastewater at the Facility by Company and/or its officials, officers, employees, agents, or volunteers.
  - a. Coverage shall be at least as broad as the latest version of the following: General Liability - Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
  - b. Company shall maintain limits no less than the following: General Liability - \$1,000,000 per occurrence for bodily injury, personal injury, and property damage; Automobile Liability - \$1,000,000 per accident for bodily injury and property damage; Workers' Compensation and Employer's Liability - Workers' Compensation limits as required by the California Labor Code and Employer Liability limits of \$1,000,000 per accident for bodily injury or disease.
  - c. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
  - d. Company's general liability insurance policy and automobile insurance policy shall name City, its officials, officers, employees, and agents as additional insureds.
8. **Termination.** This Agreement may be terminated for any reason by either Party upon thirty (30) days written notice to the other party. If City determines that acceptance of Company's wastewater may cause immediate harm to the Facility, or threatens the public health, safety, or welfare of the City, including its employees or facilities, City has the right to immediately terminate this Agreement, effective upon City's notice of such termination.
9. **Notice.** All notices to be given under this Agreement shall be made in writing to the other Party at its address set forth below or at such address as the Party may provide in writing from time to time:

City: City of Winters  
ATTN: Carol Scianna, Environmental Services Manager  
318 First Street  
Winters, CA 95694

Company: Berryessa Gap Vineyards  
ATTN: Dan Martinez  
27260 Highway 128, Winters, CA 95694

- 10. Liability and Indemnification.** Company is solely liable for any and all damage and expenses which may be suffered by City, including but not limited to any damage to City's Facility, by reason of any acts performed by Company, its officials, officers, employees, agents or volunteers, in the course of the transporting and/or discharge of Company's wastewater at City's Facility. Company shall defend, indemnify and hold harmless the City, its officials, officers, employees, agents and volunteers, from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of the Company, its personnel, employees, agents, contractors, or volunteers, in connection with or arising out of the Company's disposal of wastewater at City's Facility or this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and Company's obligation shall not be restricted to insurance or self-insurance proceeds, if any, received by the City, its elected officials, officers, employees, agents, or volunteers.
- 11. Non-Assignment.** Company shall not assign or transfer any rights or obligations under this Agreement without the consent of the City in writing.
- 12. Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, employment relationship, or any other similar arrangement between the Parties. Neither Party shall be deemed to be a representative, an agent or an employee of the other Party. The Parties expressly agree that this Agreement does not create any third party beneficiaries, nor does this Agreement create any rights, claims, privileges, or promises to any third parties.
- 13. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of the California. Venue shall be in the County of Yolo.
- 14. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to Company's disposal of wastewater at the Facility, and this Agreement shall not be modified, amended, altered, or changed except with the written consent of both Parties. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The

waiver by either Party of any breach by the Authority of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

15. **Attorney Fees and Costs.** If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party in such litigation or arbitration shall be entitled to recover from the losing Party reasonable attorneys' fees, court costs and related costs.
16. **Authority.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.
17. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first-above written.

**CITY OF WINTERS:**

**BERRYESSA GAP VINEYARDS**

By: \_\_\_\_\_  
John W. Donlevy, Jr.  
City Manager

By: \_\_\_\_\_  
Dan Martinez  
VP



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** April 4, 2017  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Dan Maguire, Economic Development and Housing Manager DM  
**SUBJECT:** Consideration of Resolution 2017-11, a Resolution of the City Council of the City of Winters adopting the City of Winters Emergency Operations Plan.

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**RECOMMENDATION:**

Staff recommends that the City Council take the following actions:

- 1) Receive Staff Report
- 2) Adopt Resolution 2017-11 approving the updated City of Winters Emergency Operations Plan

**BACKGROUND:**

The City of Winters Emergency Operations Plan ("EOP") identifies the City's emergency planning, organization, and response policies and procedures. The plan also addresses the integration and coordination with other governmental agencies, special districts and non-governmental organizations involved in emergency preparedness, management and response operations. By its nature, an Emergency Operations Plan is a living document. It is acknowledged that processes, guidance, and protocols change and so too must this document. The City, with input from Winters Public Safety, is responsible for reviewing the entire plan and coordinating the revision of the plan as required. The last revision to this plan was approved by City Council in 2010. A complete review of the program and revision was initiated to update the plan and the City's preparedness.

The plan establishes the Emergency Management Organization required mitigating any significant emergency or disaster affecting the City of Winters. It identifies the roles and responsibilities required to protect the health and safety of Winters residents, public and private property and the environmental effects of natural, technological and human-caused emergencies and disasters. The plan establishes operational concepts associated with a field response to emergencies, the City's Emergency Operations Center activity, and the recovery process.

The plan is divided into several elements that contain general and specific information

relating to City emergency management operations. The basic plan provides an overview of the City's emergency management system, explains the hazards faced, capabilities, requirements, and emergency management structure. The Emergency Support Function ("ESF") Annexes identify the ESF coordinator and the primary support agencies for each function. The ESF Executive Summaries outline expected mission execution and identify tasks and plans assigned to members of the ESF. The Support Annexes focus on critical operational functions and who is responsible for carrying them out and clearly describe the policies, processes, roles and responsibilities to carry out before, during, and after any emergency. Hazard Specific Annexes identify hazard-specific risk areas and evacuation routes; specify protocols for warning the public and disseminating emergency public information.

**DISCUSSION:**

Staff worked with staff from the Yolo County Office of Emergency Services to revise our City Emergency Operations Plan to meet the changing needs of the community and to reflect revisions to the Federal Emergency Management Agency's (FEMA) guidelines.

**ANALYSIS:**

The updated Emergency Operations Plan being presented for adoption is an essential document for emergency management. The plan provides a framework for response and emergency management systems, defines roles and responsibilities of the City's emergency response organization and provides triggers for implementation of this plan during disasters, all of which, along with training and exercises, prepare the emergency organization to respond effectively when Winters is impacted by a disaster. This resolution is required to maintain compliance with the State's Standardized Emergency Management System (SEMS) and the Federal government's National Incident Management System (NIMS) program elements enabling eligibility for State and Federal disaster assistance. This plan also fulfills federal and state planning requirements for continued Homeland Security Grant eligibility.

For the 2016 EOP revision, the most notable amendments were reformatting to comply with the FEMA Comprehensive Preparedness Guide (CPG 101, Developing and Maintaining Emergency Operations Plans and the incorporation of Emergency Support Functions (ESF).

**RECOMMENDATION:**

Staff recommends that the City Council approve the proposed Resolution 2017-11 by making the affirmative motions as follows:

**I MOVE THAT THE WINTERS CITY COUNCIL APPROVE RESOLUTION 2017-11 TO APPROVE THE UPDATED EMERGENCY OPERATIONS PLAN.**

**ATTACHMENTS:**

- 1) Resolution 2017-11
- 2) City of Winters Emergency Operations Plan
- 3) City of Winters Emergency Operations Center (EOC) Support Annex

## RESOLUTION 2017-11

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE CITY OF WINTERS EMERGENCY OPERATIONS PLAN

**WHEREAS**, the City of Winters recognizes that planning for emergencies in advance can reduce potential harm to people and property within the community from the threat of natural, human caused and/or technological hazards; and

**WHEREAS**, an Emergency Operations Plan and its associated annexes provide the framework for emergency response and emergency management in the City of Winters during disasters; and

**WHEREAS**, the overall objective of emergency management for the City of Winters is to ensure the effective management of response forces and resources in preparing for and responding to situations associated with natural disasters, human-caused and technological incidents and national security emergencies; and

**WHEREAS**, the City of Winters is primarily responsible for emergency actions and will commit all available resources to save lives, minimize injury to persons and minimize damage to property and the environment; and

**WHEREAS**, the City of Winters emergency management program is committed to providing effective life safety measures, while reducing property loss and damage to the environment and provides for rapid resumption of impacted businesses and community services; and

**WHEREAS**, the City of Winters Emergency Operations Plan serves as the framework for emergency management with the City of Winters; and

**WHEREAS**, upon adoption of this updated plan, the City of Winters will concurrently be adopting provisions of the National Incident Management System (NIMS) as directed by the Homeland Security Presidential Directive (HSPD)-5.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Winters hereby adopts the updated Emergency Operations Plan as an official plan for the City of Winters, a political subdivision of the County of Yolo and the State of California.

**PASSED AND ADOPTED** by the City Council, City of Winters, this 21st day of March 2017 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Wade Cowan, Mayor

**ATTEST:**

\_\_\_\_\_  
Nanci G. Mills, CITY CLERK



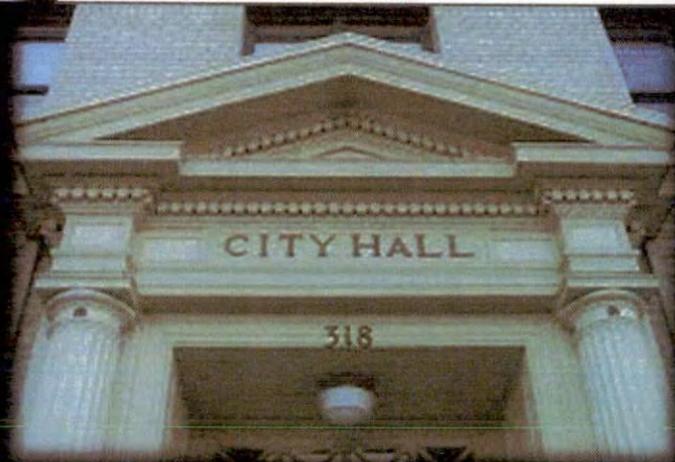
This document outlines the responsibilities of the Emergency Management Organization for the City of Winters

# City of Winters Emergency Operations Plan

Basic Plan

Version 2.0

Revised: March 2017



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## LETTER OF PROMULGATION

March 2016

To: Officials and Employees of the City of Winters

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 Winters 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 Winters Emergency Operations Plan establishes an Emergency Management Organization and assigns functions and tasks consistent with California's Standardized Emergency Management System and the National Incident Management System. It provides for the integration and coordination of planning efforts of multiple jurisdictions within the City.

This plan was developed for each City of Winters department and local special districts with emergency services responsibilities within the City. The content is based upon guidance approved and provided by the California Office of Emergency Services and the Federal Emergency Management Agency. The intent of the Emergency Operations Plan is to provide direction on how to respond to an emergency from the onset, through an extended response and into the recovery process.

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

The Winters City Council gives its full support to this Emergency Operations Plan and urges all public employees and individuals to prepare for times of emergency before they occur.

---

Mayor,

City of Winters

## APPROVAL AND IMPLEMENTATION

### FOREWORD

The City of Winters Emergency Operations Plan 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 Winters. 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 Winters.
- Identifies the roles and responsibilities required to protect the health and safety of Winters residents, public and private property and the environmental effects of natural, technological and human-caused emergencies and disasters.
- Establishes the operational concepts associated with a field response to emergencies, the City of Winters Emergency Operations Center 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 Emergency Operations Plan as necessary.

### PLAN MODIFICATIONS

Upon the delegation of authority from the Director of Emergency Services, specific modifications can be made to this plan without the signature of the City Council. This Emergency Operations Basic Plan, its Functional Annexes and Attachments supersede all previous versions of the City of Winters Emergency Operations Plan.

## RECORD OF CHANGES

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

Version Number	Implemented BY	Date	Approved By	Approval Date	Description of Change
1	City Winters Director of Emergency Services	2010	City Council	04/14/2010	Initial Version
2	City of Winters Director of Emergency Services	2016	City Council	03/21/2017 4/4/2017	Revision to ESF Format
3					
4					
5					
6					
7					
8					
9					
10					

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

### 1.1 PURPOSE

The purpose of the City of Winters Emergency Operations Plan is to provide the basis for a coordinated response before, during and after a disaster incident affecting the City of Winters.

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 in emergency operations, particularly between the City, other local governments, private sector, operational, and state response levels and appropriate federal agencies.
- Serve as a City plan, a reference document, and when possible, 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 and establish associated protocols required to effectively respond to, manage and recover from major emergencies and/or disasters.
- Establish the operational concepts and procedures associated with field response to emergencies, and Emergency Operations Center activities.
- Establish the organizational framework of the California Standardized Emergency Management System and the National Incident Management System within the City of Winters.

Allied agencies, special districts, private enterprise, 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 several elements that contain general and specific information relating to City emergency management operations. Those elements are as follows:

##### **Basic Plan**

The basic plan provides an overview of the City of Winters's emergency management system. It briefly explains the hazards faced, capabilities, requirements, and the city's emergency management structure. It also identifies how the City integrates the Standardized Emergency Management System and the National Incident Management System into their emergency management organizations.

### Emergency Support Function Annexes

The ESF Executive Summaries identify the ESF coordinator(s) and the primary support agencies for each function. The ESF Executive Summaries outline expected mission execution for each emergency phase and identify tasks and plans assigned to members of the ESF. An ESF annex can be a culmination of Plans, Standard Operating Guides/ Procedures (SOPs/SOGs) and/or Field Operations Guide (FOGs).

### Support Annexes

The support annexes focus on critical operational functions and who is responsible for carrying them out. These annexes clearly describe the policies, processes, roles and responsibilities that agencies and departments carry out before, during, and after any emergency.

### Hazard Specific Annexes

Hazard specific annexes identify hazard-specific risk areas and evacuation routes, specify provisions and protocols for warning the public and disseminating emergency public information, and specify the types of protective equipment and detection devices for responders.

A graphic representation of how the city's emergency plans relate to each other can be viewed in the figure below:



Figure 1 - Plans Relational Structure

## 1.2 SCOPE

The scope of this plan applies to any extraordinary emergency situation associated with any hazard, natural, technological or human caused which may affect the City of Winters 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 Winters maintain their own emergency operations plans and those plans are consistent with the policies and procedures established by this plan.

Incorporating the Federal Emergency Management Agency Comprehensive Preparedness Guide 101v. 2 and State of California Emergency Plan best practices, in addition to the County's

Emergency Operations Plan, this plan is designed to be read, understood and exercised prior to an emergency and establishes the framework for implementation of the Standardized Emergency Management System and National Incident Management System for the City. The City Emergency Operations Plan is intended to facilitate multi-agency and multi-jurisdictional coordination, particularly between the City of Winters and its jurisdictions, as well as special districts, utilities, major businesses, non-profit agencies, community groups, state agencies, and federal agencies. Emergency operations in the City of Winters will be coordinated through the structure of the Emergency Operations Center. This plan will be used in coordination with the *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 Winters together with the County of Yolo, it's political subdivisions, the Inland Region of the State of California Office of Emergency Services and the Federal government will promote effective planning and coordination prior to an emergency, thereby ensuring a more effective response and recovery.

### 1.3 SITUATION OVERVIEW

This chapter describes a number of potential hazards that could affect the City of Winters, which would warrant the activation of the Emergency Management Organization. The map provided in *Figure 2 - Base Map of Winters*, details the City of Winters.

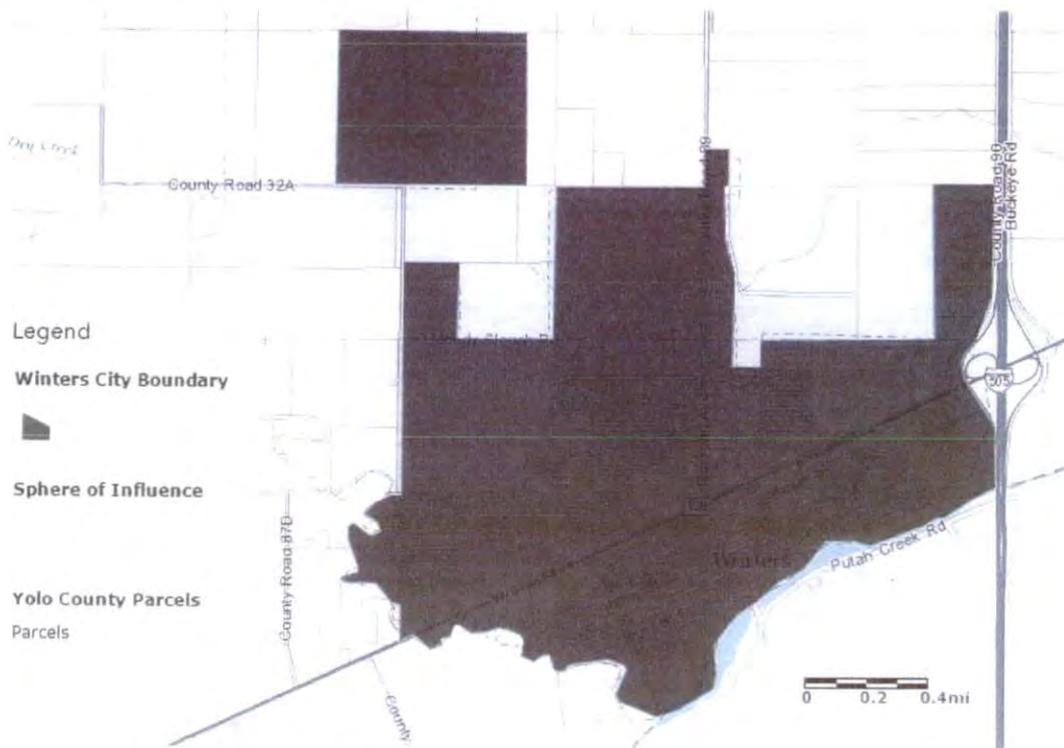


Figure 2 - Base Map of Winters

### 1.3.1 HAZARD ANALYSIS SUMMARY

In 2013, the County of Yolo's Office of Emergency Services and a consortium of community stakeholders worked to complete the County of Yolo Multi-Jurisdictional Hazard Mitigation Plan, which included the City of Winters. The purpose of this analysis was to identify and discuss the natural hazards confronting the communities and the mitigation efforts that have taken place or are underway that might address those threats. For more in-depth details, please refer to the County of Yolo Multi-Jurisdictional Hazard Mitigation Plan.

The City 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. It is important to consider past events for future planning, with the consideration that the location and scope of hazards change over the years.

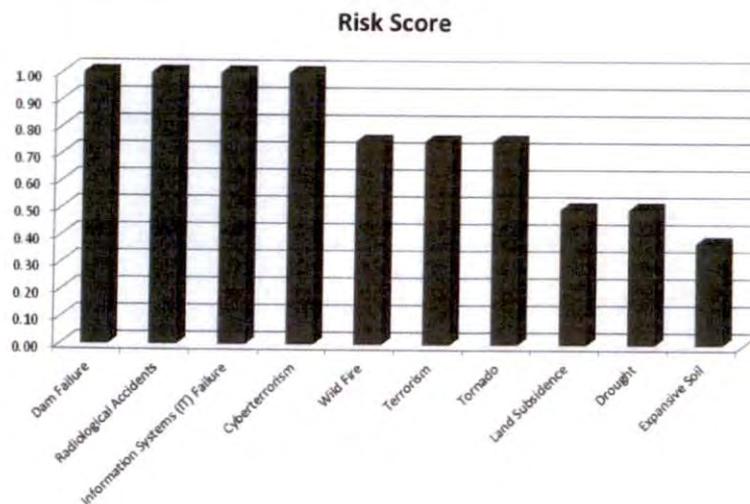


Figure 3 - Winters Hazards

### 1.3.2 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 Winters Emergency Organization has the capabilities to perform the necessary emergency response duties outlined in this Emergency Operations Plan.

The City of Winters has completed the following to increase the City's capabilities:

- Development of City of Winters Hazard Annex to the County of Yolo Local Hazard Mitigation Plan
- A Hazard-specific Flood Response Annex highlighting the City's capabilities in a flood event
- Emergency Operations Center position specific training

In light of the City's susceptibility and vulnerability to disasters, continuing emphasis will be placed on emergency planning, training of full time personnel, public awareness and education, and assuring the adequacy and availability of sufficient resources to cope with such emergencies. The City is involved in ongoing public education programs. The programs focus on the need of individuals to be knowledgeable about the nature of disasters and proper responses to those disasters. They also encourage citizens to make the necessary preparations for disasters and emergencies.

### 1.3.3 MITIGATION OVERVIEW

The City of Winters has taken a number of mitigation measures for each identified hazard to minimize the impact that is likely to result from an emergency. The approved, Yolo County Hazard Mitigation Area plan identifies mitigation efforts to reduce the occurrence and impact of identified hazards in the City of Winters. As the cost of damage from natural disasters continues to increase nationwide, the City of Winters recognizes the importance of identifying effective ways to reduce their vulnerability to disastrous events.

For detailed information on the City of Winters's mitigation strategies, please refer to *County of Yolo Multi-Jurisdictional Hazard Mitigation Plan, City of Winters Community Profile.*

## 1.4 PLANNING 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. In plan development and emergency operations "Assumptions" provide context, requirements, and situational realities.

- Emergencies or disasters may occur at any time, day or night, in populated as well as remote areas of the City of Winters.
- Major emergencies and disasters will require a multi-agency, multi-jurisdictional response. For this reason, it is essential that the Standardized Emergency Management System and in many cases a Unified Command, be implemented immediately by responding agencies and expanded as the situation dictates.
- The City of Winters 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/or disasters may overburden local resources and necessitate mutual aid from neighboring jurisdictions.
- Large-scale emergencies and/or 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/or disasters may generate widespread media and public interest. The media is a partner in large-scale emergencies and/or 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/or emergencies, all strategic decisions must consider each of these consequences.
- Disasters and/or emergencies may require an extended commitment of personnel and other resources from involved agencies and jurisdictions.
- The Emergency Management Organization is familiar with this plan and with the Standardized Emergency Management System and the National Incident Management System.

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.

## 1.5 WHOLE COMMUNITY APPROACH

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

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

In keeping with the whole community approach, this plan was developed with the guidance of representatives from the Yolo OA and representatives from City departments and various other stakeholders. The effectiveness of the emergency response is largely predicated on the preparedness and resiliency of the community.

Community Resiliency Consists of Three Key Factors:

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

Focusing on enhancing all three of these components constantly focuses the City on improving the region's resiliency.

## SECTION 2.0: CONCEPT OF OPERATIONS

### 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 charged with responsibilities in this plan should focus on the following five goals:

- Mitigate hazards.
- Meet basic human needs.
- Address needs of the 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 Winters and its political subdivisions during an emergency. Below are operational priorities addressed in this plan:

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

#### 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 and/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, general needs assistance, 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 PLAN ACTIVATION

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

- By order of the Director of Emergency Services as designated by the City of Winters local ordinance no. 74-03 or as needed on the authority of the Director of Emergency Services or designee based on incident complexity.
- 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.

## 2.3 PROCLAIMING AN EMERGENCY

The California Emergency Services Act provides for three types of emergency proclamations in California: (1) Local Emergency, (2) State of Emergency, 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 other agencies such as Yolo County, the American Red Cross or the State of California.

### 2.3.1 LOCAL EMERGENCY PROCLAMATION

A Local Emergency may be recommended by the Director of Emergency Services as specified by City of Winters local ordinance no. 74-03 and issued within 10 days after the actual occurrence of a disaster if assistance will be requested through CDAA.

A Local Emergency proclaimed by these individuals must be ratified by the Winters City Council within seven (7) days.

The governing body must review the need to continue the proclamation at least every thirty (30) days until the Local Emergency is terminated. The Local Emergency must be terminated by resolution as soon as conditions warrant. A Proclamation is normally made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the City of Winters, caused by natural, technological or human-caused situations.

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

- Request the Governor proclaim a State of Emergency, if necessary.
- Promulgate or suspend orders and regulations necessary to provide for the protection of life and property, including issuing orders or regulations imposing a curfew within designated boundaries.
- Exercise full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements.
- Request state agencies and other jurisdictions to provide mutual aid.
- Require the emergency services of any local official or employee.
- Requisition necessary personnel and materials from any local department or agency.
- Obtain vital supplies and equipment and, if required, immediately commandeer the same for public use.
- Impose penalties for violation of lawful 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 a California Office of Emergency Services Director's Concurrence:** The City of Winters can request cost reimbursement from the State for certain disaster-related repair costs under the California Disaster Assistance Act following the Proclamation of a Local Emergency. The Director'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 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 (10) 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 (IDE):** The request for a Director's Concurrence or a Governor's Proclamation should include a copy of the proclamation document and

an 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 California Office of Emergency Services Region reviews the request, the IDE, and makes a recommendation to the Governor through the Director of the California Office of Emergency Services.

### 2.3.2 PROCLAMATION OF A STATE EMERGENCY

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

- Has the right to exercise police power as deemed necessary, vested in the State Constitution and the laws of California within the designated area.
- Is vested with the power to use and commandeer public and private property and personnel, to ensure all resources within California are available and dedicated to the emergency when requested.
- Can direct all state agencies to utilize and employ personnel, equipment and facilities for the performance of any and all activities designed to prevent or alleviate 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.

### 2.3.3 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.

## 2.4 PRESIDENTIAL DECLARATIONS

When it is clear that State capabilities will be exceeded, the Governor can request federal assistance, including assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). The Stafford Act authorizes the President to provide financial and other assistance to state and local 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, the Federal Emergency Management Agency coordinates with the State to conduct a Preliminary Damage Assessment 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. The Federal Emergency Management Agency uses the results of the Preliminary Damage Assessment to determine if the situation is beyond the combined capabilities of state and local resources and to verify the need for supplemental federal assistance. The Preliminary Damage Assessment also identifies any unmet needs that may require immediate attention. The Preliminary Damage Assessment may not be required if immediate response assistance is necessary.
- **Federal Analysis of the State's Request:** The Federal Emergency Management Agency Regional Administrator assesses the situation and the request, then 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 Preliminary Damage Assessment:** 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 Preliminary Damage Assessment 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 4 - Response Phase Sequence of Events*.

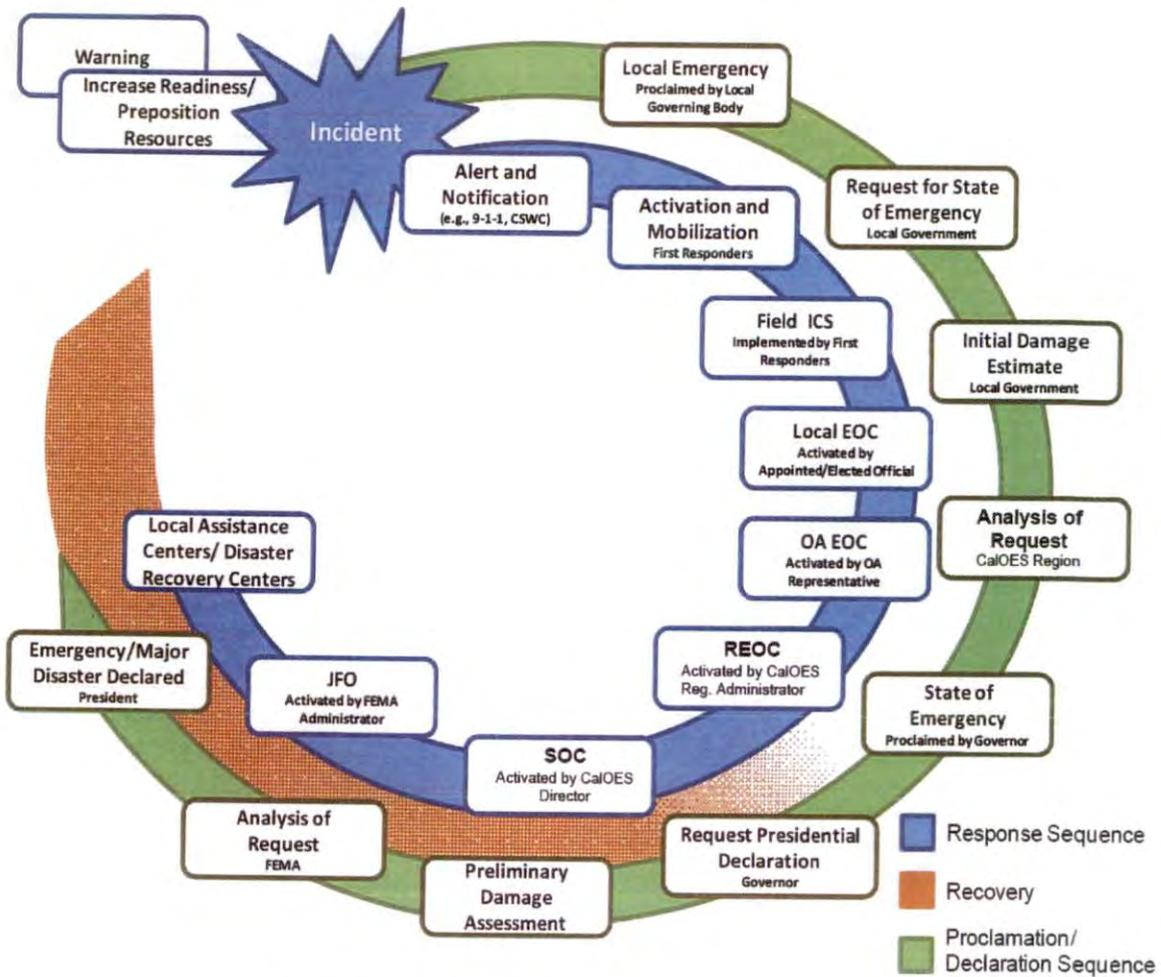


Figure 4 - Response Phase Sequence of Events

## 2.5 EMERGENCY MANAGEMENT RESPONSE LEVELS

The City of Winters Emergency Operations Plan 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 Emergency Operations Plan and Emergency Operations Center will be activated, and to what level.

For planning purposes, the California Office of Emergency Services has established three "levels" of response to emergencies. The City of Winters also employs this system to guide local response to emergencies as noted in the table below:

Event/Situation	Activation Level	Minimum Staffing
Events with potential impacts on the health and safety of the public and/or environment	Three (Low)	EOC Director  Other Designees
Severe Weather Issuances		
Significant incidents involving 2 or more departments		
Major wind or rain storm		
Power Outages and Stage 1 and 2 power emergencies		
Two or more large incidents involving 2 or more departments	Two (Medium)	EOC Director  Section Chiefs/Coordinators  Branches and Units as appropriate to situation  Liaison/Agency Representatives as appropriate  Public Information Officer
Major wind or rain		
Major scheduled event		
Large scale power outages and Stage 3 power emergencies		
Hazardous Materials incident involving large scale or possible large scale evacuations		
Events with potential impacts on the health and safety of the public and/or environment	One (High)	All EOC as appropriate
Major County/City or Regional emergency – multiple departments with heavy resource involvement		
Events with potential impacts on the health and safety of the public and/or environment		

### 2.5.1 NATIONAL EMERGENCY

In the event of a declared National Emergency, the City Emergency Operations Center 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 Winters, Yolo County and surrounding jurisdictions.

For additional information regarding the City of Winters Emergency Management response and Emergency Operations Center Functions, refer to the *City of Winters EOC Support Annex*.

### 2.6 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.

### 2.6.1 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 awareness level of emergency personnel and the community when a threat is approaching or imminent.

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

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

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

### 2.6.2 IMMEDIATE IMPACT

During this phase, emphasis is placed on control of the situation, saving lives and minimizing the effects of the disaster. Below is a partial list of actions to be taken:

**Alert and Notification:** Local response agencies are alerted about an incident by the public through 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 County, or, when resources are exhausted, from surrounding unaffected jurisdictions.

**Incident Response:** Immediate response is accomplished within the City by local responders. First responders arrive at the incident and function within their established field level plans and

procedures. The responding agencies will manage all incidents in accordance with the Incident Command System organizational structures, doctrine and procedures.

**Establishing Incident Command:** Incident Command is established to direct, order, and/or control resources by virtue of some explicit legal agency or delegated authority at the field level. Initial actions are coordinated through the on-scene Incident Commander. The Incident Commander develops an initial Incident Action Plan, which sets priorities for the incident, assigns resources and includes a common communications plan. If multiple jurisdictions or agencies are involved, the first responders will establish a Unified Incident Command Post to facilitate multijurisdictional and multiagency policy decisions. The Incident Commander may implement an Area Command to oversee multiple incidents that are handled by separate the Incident Command System 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:** Responding agencies will coordinate and support emergency management and incident response objectives through the development and use of integrated Multiagency Coordination Systems and Multiagency Coordination System Groups. This includes developing and maintaining connectivity capability between the Incident Command Post, local 9-1-1 Centers, local Emergency Operations Centers, Regional Emergency Operations Center, the State Operations Center and federal Emergency Operations Center and National Response Framework organizational elements.

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

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

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

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

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

**State Operations Center Activation:** The State Operations Center is activated when the Regional Emergency Operations Center 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 when established.
- Coordinate interstate resource requests as part of the Emergency Management Assistance Compact or Interstate Disaster and Civil Defense Compact.
- The State Operations Center may also be activated independently of a Regional Emergency Operations Center to continuously monitor emergency conditions.

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

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

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

### *2.6.3 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 activities such as search and rescue, shelter and care, and identification of victims.

#### *2.6.4 TRANSITION TO RECOVERY*

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

**Local Assistance Centers:** Local governments open Local Assistance Centers to assist communities by providing a centralized location for services and resource referrals for unmet needs following a disaster or significant emergency. Local, state and federal agencies, as well as non-profit and voluntary organizations normally staff and support the Local Assistance Center. The Local Assistance Center provides a single facility at which individuals, families and businesses can access available disaster assistance programs and services. As more federal resources arrive, a federal Disaster Recovery Centers may be collocated with the state/local Local Assistance Centers.

**Joint Field Office:** The State coordinates with the Federal Emergency Management Agency as necessary to activate a Joint Field Office to coordinate federal support for the emergency. The State will appoint a State Coordinating Officer to serve as the state point of contact. A Federal Coordinating Officer 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 effort before, during and after a disaster, refer to the *Yolo Operational Area Recovery Support Annex*.

## **2.7 CONTINUITY OF OPERATIONS AND GOVERNMENT**

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

A major disaster could result in great loss of life and property, including the death or injury of key government officials, the partial or complete destruction of established seats of government, and/or the destruction of public and private records essential to 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. The civil government can best complete these services. 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 Winters Continuity of Operations and Continuity of Government, refer to the *City of Winters COOP/COG Support Annex*.

## SECTION 3.0: ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

For the City of Winters, this basic plan establishes the operational organization that is relied on to respond to an emergency situation. This plan includes a list of the kinds of tasks to be performed, by position and organization.

The City of Winters uses the Standardized Emergency Management System, the National Incident Management System and the Incident Command System and has elected to use the Federal Emergency Support Function format to be consistent with the National Response Framework concepts and to be coordinated with other jurisdictional partners within Yolo County. Specific functional and/or hazard specific responsibilities are detailed in those support, emergency function or hazard specific annexes.

### 3.1 SUPPORTING PLAN DEVELOPMENT

Each element of the Emergency Management Organization is responsible for assuring the preparation and maintenance of appropriate response plans and current Standard Operating Procedures 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 Standard Operating Procedures 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 to manage organizational resources and response personnel and, to maintain contact with the Emergency Operations Center during emergencies.
- Designation of a representative to report to the Emergency Operations Center during an emergency to advise decision makers and coordinate the agency's response efforts with other responding entities.
- Reporting of appropriate information (casualties, damage observations, evacuation status, shelter status, chemical exposure, etc.) to the Emergency Operations Center during an emergency.
- Support of cleanup and recovery operations during disasters.
- Training of assigned response staff to perform emergency functions.

### 3.2 CITY DEPARTMENT/ALLIED AGENCY EOC ORGANIZATION ASSIGNMENTS

In the event of an Emergency Operations Center 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 Emergency Operations Center or provide indirect support. See the Responsibility Matrix on the following page for Primary and Support roles for each City department or organization.

	City of Winters						Support Agencies/Jurisdictions						
	Administrative Services	Fire Department	Police Department	Community Development	Finance	Public Works	Yolo County Transportation District	Winters Joint Unified School District	Reclamation Districts	Pacific Gas & Electric	Yolo Emergency Communications Agency	American Red Cross	Yolo Operational Area
ESF1 - Transportation						P	S	S					
ESF2 - Communications		P	P							P			
ESF3 - Public Works & Engineering						P			S				S
ESF4 - Firefighting		P											
ESF5 - Information & Planning	P	S	S	S	S	S							S
ESF6 - Mass Care				P			S	S				S	S
ESF7 - Logistics	S				P	S							
ESF8 - Public Health & Medical		S											P
ESF9 - Search & Rescue		P	P										S
ESF10 - Oil & Hazmat		P											S
ESF 11 - Ag & Natural Resources													P
ESF12 - Energy									P				
ESF13 - Public Safety & Security			P										
ESF14 - Long Term Recovery	S			S	P								S
ESF15 - External Affairs	P												S

P=Primary  
S=Support

Figure 5 - Emergency Support Function Responsibility Matrix

### *3.2.1 DIRECTOR OF EMERGENCY SERVICES*

As defined by the City of Winters local ordinance no. 74-03, the City Manager is the Director of Emergency Services and also serves as the Emergency Operations Center Director. If the Director is unavailable, the Assistant Director of Emergency Services who is appointed by the Director will assume the role.

Within the City of Winters government organization, the City Manager is responsible to the City Council for the City's Emergency Management program and has the authority to implement the program goals. The City Manager has retained this responsibility. The City has taken the necessary steps and has directed the Fire Chief to perform the overall emergency management program coordination and day-to-day emergency management functions and activities.

## **3.3 ORGANIZATION OF EMERGENCY MANAGEMENT**

As described previously in Section 3.0, the City of Winters prescribes to the following functions:

### *3.3.1 FEDERAL EMERGENCY SUPPORT FUNCTIONS*

The National Incident Management System identifies through its National Response Framework fifteen (15) Emergency Support Functions. The ESFs provide the structure for coordinating Federal interagency support for a Federal response to an incident. They are mechanisms for grouping functions most frequently used to provide Federal support to State and Federal-to-Federal support, both for declared disasters and emergencies under the Stafford Act and for non-Stafford Act incidents.

### *3.3.2 CALIFORNIA EMERGENCY FUNCTIONS*

The State Emergency Plan establishes the California Emergency Functions as a key component of California's system for all-hazards emergency management. The California Office of Emergency Services initiated the development of the California Emergency Functions in cooperation with California's emergency management community including federal, state, tribal, and local governments, public/private partners and other stakeholders to ensure effective collaboration during all phases of emergency management. The development of the California Emergency Functions involves the organization of the participating stakeholders and gradual development of emergency function components. This development also includes a process to maintain each of the California Emergency Functions as a permanent component of California's emergency management system.

A comparison of Federal Emergency Support Functions and California Emergency Functions is found in *Figure 6 - Federal Emergency Support Function/State Emergency Functions Comparison.*

### 3.3.3 YOLO COUNTY EMERGENCY SUPPORT FUNCTIONS

The Yolo Operational Area maintains the 15 Emergency Support Function Annex Executive Summaries for all partners within the Joint Emergency Management Services Agreement to follow the federal standard. The City of Winters contributes to and operates under the Operational Area’s Emergency Support Function Annexes for the purposes of interoperability, consistency and coordination between all Emergency Management and Emergency Response entities throughout Yolo County. California Emergency Functions identified that do not have corresponding Emergency Support Functions from the Federal government are maintained as Support Annexes applicable to all Yolo Operational Area partners.

Federal Emergency Support Function	California Emergency Function
ESF #1 Transportation	CA-EF #1 Transportation
ESF #2 Communications	CA-EF #2 Communications
ESF #3 Public Works and Engineering	CA-EF #3 Construction and Engineering
ESF #4 Firefighting; ESF #9 Search & Rescue <sup>1</sup>	CA-EF #4 Fire and Rescue
ESF #5 Information and Planning	CA-EF #5 Management
ESF #6 Mass Care, Emergency Assistance, Temporary Housing & Human Assistance	CA-EF #6 Care and Shelter
ESF #7 Logistics	CA-EF #7 Resources
ESF #8 Public Health & Medical Services	CA-EF #8 Public Health and Medical
ESF #9 Search and Rescue	CA-EF #9 – Merged into EF# 4 & EF #13 (2013)
ESF #10 Oil and Hazardous Materials	CA-EF #10 Hazardous Materials
ESF #11 Agriculture & Natural Resources	CA-EF #11 Food & Agriculture
ESF #12 Energy	CA-EF #12 Utilities
ESF #13 Public Safety & Security; ESF #9 Search & Rescue <sup>1</sup>	CA-EF #13 Law Enforcement
ESF #14 –Superseded by the National Disaster Recovery Framework	CA-EF #14 Long-Term Recovery
ESF #15 External Affairs	CA-EF #15 Public Information
N/A	CA-EF #16 Evacuation – Merged into EF#13

<sup>1</sup> Responsibility for ESF #9 is share between Fire and Law response operations and is dependent on the type of search & rescue required during the incident.

N/A	CA-EF #17 Volunteer and Donations Management
N/A	CA-EF #18 Cybersecurity

Figure 6 - Federal ESF/State EF Comparison

### 3.4 ROLE OF PRIVATE SECTOR

#### 3.4.1 WINTERS RESIDENTS

The residents of Winters 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 Community Emergency Response Teams and remain ready to volunteer or support emergency response and recovery efforts. During an emergency, residents should monitor emergency communications and carefully follow directions from authorities. By being prepared, residents can better serve their family, their community and reduce demands on first responders.

#### 3.4.2 POPULATIONS WITH ACCESS AND FUNCTIONAL NEEDS

Populations with access and functional needs include those members of the community that may have additional needs before, during, and after an incident in functional areas, including but not limited to maintaining independence, communication, transportation, supervision, and medical care.

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

- Have disabilities – temporary and/or lifelong;
- Live in institutionalized settings;
- Are elderly;
- Are unaccompanied children;
- Are from diverse cultures;
- Have limited English proficiency or are non-English speaking;
- Have sight or hearing losses (impairments);
- Are transportation dis-advantaged; or,
- Other situations that would require assistance.

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.

### 3.4.3 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 / systems.
- Without radio or television to know they need to take action.
- Without access to telephones.
- Visiting or temporarily residing in an impacted region.
- Not familiar with available emergency response and recovery resources.
- Limited in their understanding of English.
- Geographically or culturally isolated.

### 3.4.4 BUSINESSES

Much of Winters'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, as well as 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 local, state, and federal 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 *California Office of Emergency Services 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 Yolo County Certified Unified Program Agency or Administering Agency. The Administering Agency can then develop Hazardous Materials Area Plans to respond to a release of hazardous material within Yolo 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 shutdown 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.

### 3.4.5 VOLUNTEER ORGANIZATIONS

Winters recognizes the value and importance of organizations that perform voluntary services in their community. These organizations have resources, which can augment emergency response and recovery efforts. Some examples of voluntary organizations in Winters are the following:

- American Red Cross.
- Winters Volunteers in Policing Program.
- Armature Radio Groups within Yolo County

### 3.4.6 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.

## SECTION 4.0: DIRECTION, CONTROL AND COORDINATION

### 4.1 DIRECTION AND CONTROL

The City of Winters is responsible for coordinating the resources, strategies and policy for any event in the City that exceeds the capacity of field responders. Tactical control remains the responsibility of field Incident Commanders at all time. The City Manager, working through the mechanisms of the Emergency Operations Center, provides direction and control over the coordination of multi department and multi-jurisdictional resources to support the field responders. Policy decisions may be made by the Emergency Operations Center Director that is staffed by the City Manager or designee.

### 4.2 COORDINATION

The City of Winters Emergency Operations Center will coordinate resource requests from the field and other jurisdictions within the City. If requests exceed the supply, the Emergency Operations Center will provide resources based on established priorities.

If resources are not available within the City, requests will be made to the Yolo Operational Area Emergency Operations Center. The Yolo Operational Area Emergency Operations Center will coordinate resources obtained from within the operational area. If resources are not available in the operational area, they will request from the Inland Region Regional Emergency Operations Center located in Sacramento, CA. The Regional Emergency Operations Center will coordinate resources obtained from the operational areas throughout the region. If resources are not available in the region, they will request from the State Operations Center located in Mather, CA. If the state cannot supply the resource, they will request from Federal Emergency Management Agency and other federal agencies.

### 4.3 STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

The Standardized Emergency Management System is the cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. The Standardized Emergency Management System is required by the California Emergency Services Act for managing multiagency and multijurisdictional responses to emergencies in California. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements. The Standardized Emergency Management System incorporates the use of the Incident Command System, California Disaster and Civil Defense Master Mutual Aid Agreement, the Operational Area concept and multiagency or inter-agency coordination. State agencies are required to use the Standardized Emergency Management System and local government entities must use the Standardized Emergency Management System in order to be eligible for any reimbursement of response-related costs under the state's disaster assistance programs.

#### 4.3.1 STANDARDIZED EMERGENCY MANAGEMENT SYSTEM ORGANIZATION LEVELS

There are five Standardized Emergency Management System organizational levels, as illustrated in Figure 7 - Standardized Emergency Management System Organization Levels.

**State** – The State Level of the Standardized Emergency Management System 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 and similar interstate compacts/agreements and coordinates with the Federal Emergency Management Agency when federal assistance is requested. The State Level operates out of the State Operations Center.



Figure 7 - Standardized Emergency Management System Organization Levels

At the **Federal Level**, the National Response Framework identifies the methods and means for federal resources to provide support to the state and local government. Federal resources would be accessed via the Standardized Emergency Management System process through the mutual aid region and State Operations Center.

**Region** – The Regional Level manages and coordinates information and resources among Operational Areas within the mutual aid region and also between the Operational Area and the State Level. The Regional Level also coordinates overall state agency support for emergency response activities within the region. California is divided into three Administrative Regions – Inland, Coastal and Southern – which are further divided into six mutual aid regions. The Regional Level operates out of the Regional Emergency Operations Center. *See Figure 10 – California Mutual Aid Regions.*

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

**Local Government (City of Winters)** – 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 the Standardized Emergency Management System when their Emergency Operations Center is activated or a local emergency is declared or proclaimed in order to be eligible for state reimbursement of response-related costs.

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

#### 4.3.2 STANDARDIZED EMERGENCY MANAGEMENT SYSTEM FUNCTIONS

Standardized Emergency Management System requires that every emergency response involving multiple jurisdictions or multiple agencies include the five functions identified in *Figure 8 - Standardized Emergency Management System Functions*. These functions must be applied at each level of the Standardized Emergency Management System organization.

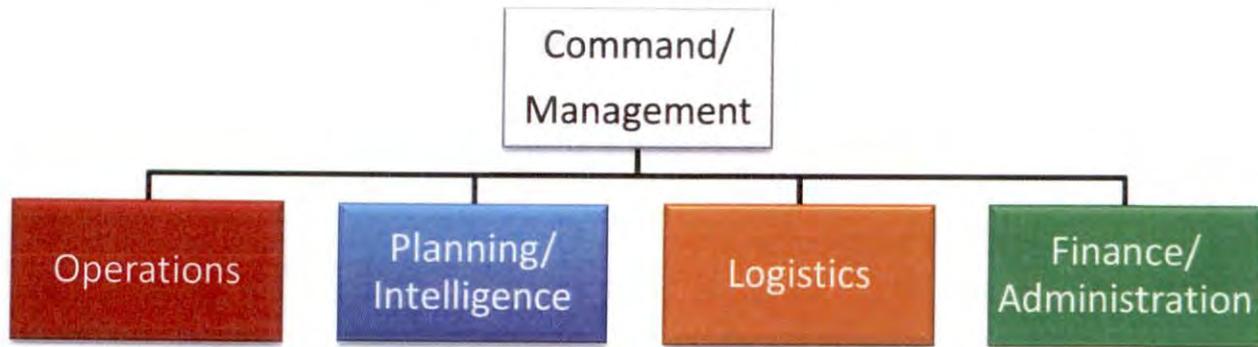


Figure 8 – Standardized Emergency Management System Functions

**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 Standardized Emergency Management System Emergency Operations Center levels. Command and Management are further discussed below:

- **Command:** A key concept in all emergency planning is to establish command and tactical control at the lowest level that can perform that role effectively in the organization. In the Incident Command System the Incident Commander, with appropriate policy direction and authority from the responding agency, sets the objectives to be accomplished and approves the strategy and tactics to be used to meet those objectives. The Incident Commander must respond to higher authority. Depending upon the incident’s size and scope, the higher authority could be the next ranking level in the organization up to the agency or department executive. This relationship provides an operational link with policy executives who customarily reside in the Department Operations Center or the Emergency Operations Center, when activated.
- **Management:** The Emergency Operations Center serves as a central location from which multiple agencies or organizations coordinate information collection and evaluation, priority setting and resource management. Within the Emergency Operations Center, the Management function:
  - Facilitates multiagency coordination and executive decision making in support of the incident response
  - Implements the policies established by the governing bodies
  - Facilitates the activities of the Multiagency Coordination Group

**Operations:** Responsible for coordinating and supporting all jurisdictional operations supporting the response to the emergency through implementation of the organizational level's Action Plans. At the Field Level, the 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. In the Emergency Operations Center, the Operations Section Coordinator/Chief 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 Incident Action Plan at the Field Level or the Action Plan at an Emergency Operations Center. Planning/Intelligence also maintains information on the current and forecasted situation and on the status of resources assigned to the emergency or the Emergency Operations Center. As needed, Unit Coordinators are appointed to collect and analyze data, prepare situation reports, develop action plans, set Geographic Information Systems priorities, compile and maintain documentation, conduct advance planning, manage technical specialists and coordinate demobilization.

**Finance/Administration:** Responsible for all financial and cost analysis aspects of the emergency and for any administrative aspects not handled by the other functions. As needed, Unit Leaders are appointed to record time for incident or Emergency Operations Center personnel and hired equipment, coordinate procurement activities, process claims and track costs.

The field and Emergency Operations Center functions are further illustrated in *Figure 9 - Comparison of Field and Emergency Operations Center Standardized Emergency Management System Functions*.

Primary SEMS Function	Field Level	EOCs
<b>Command/ Management</b>	Command is responsible for directing, ordering, and/or controlling of resources.	Management is responsible for facilitation of overall policy, coordination and support of the incident.
<b>Operations</b>	The coordinated tactical response of all field operations in accordance with the Incident Action Plan.	The coordination of all jurisdictional operations in support of the response to the emergency in accordance with the Emergency Operations Center Action Plan.
<b>Planning/Intelligence</b>	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.
<b>Logistics</b>	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.
<b>Finance/ Administration</b>	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 9 - Comparison of Field and EOC SEMS Functions

#### 4.4 NATIONAL INCIDENT MANAGEMENT SYSTEM

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

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

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

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

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

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

#### 4.5 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*, 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 that 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.

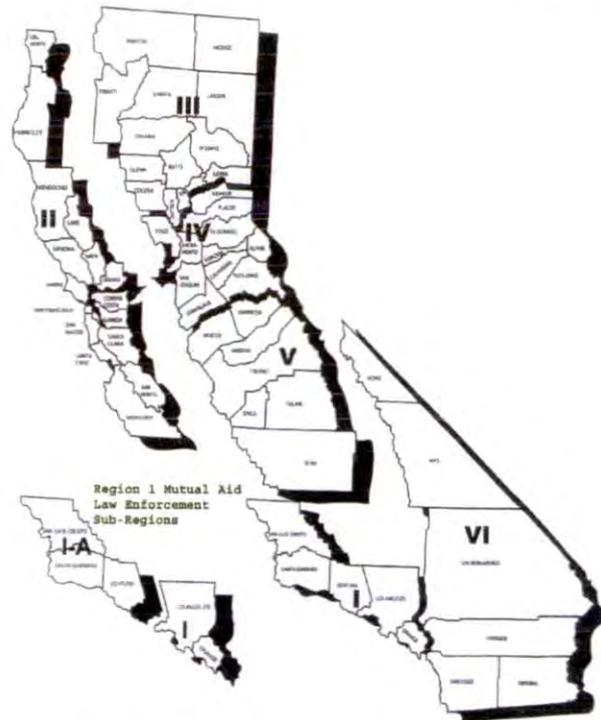


Figure 10 - California Mutual Aid Regions

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 the Regions is shown in [Figure 10 - California Mutual Aid Regions](#). The City of Winters is located in Mutual Aid Region IV.

#### 4.5.1 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 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 Master Mutual Aid Agreement resources originate from the Field Level and are managed by the Incident Commander. If the Incident Commander 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 Operational Area Mutual Aid Coordinator.

**Operational Area Requests:** The Operational Area is a composite of its political subdivisions, (i.e. municipalities, contract cities, special districts and county agencies). The Operational Area Mutual Aid Coordinator assesses the availability of resources within the Operational Area and fulfills the resource request based upon that assessment. In the event resources are unavailable at the Operational Area level, the request is forwarded to the responsible Region 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 Region Mutual Aid Coordinator is granted the authority to coordinate the mutual aid response of discipline-specific resources within the Region to support a mutual aid request by a jurisdiction also within the Region. In the event resources are unavailable at the Region Level, the request is forwarded to the State Mutual Aid Coordinator to be filled.

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

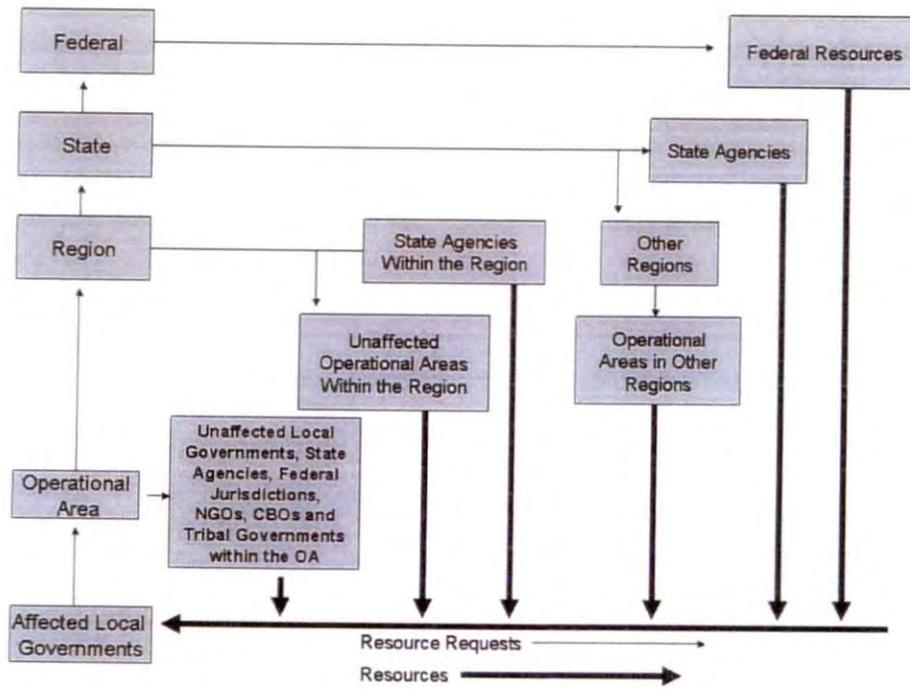


Figure 11 - Flow of Requests and Resources

For additional information regarding the City of Winters Emergency Operations Center Functions, refer to the *City of Winters EOC Support Annex*.

## SECTION 5.0: INFORMATION COLLECTION AND DISSEMINATION

### 5.1 ACTION PLANNING

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

- Process for identifying priorities and objectives for emergency response or recovery efforts.
- 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 Emergency Operations Center Director and Section Chiefs (one from each Section), along with other Emergency Operations Center staff, as needed, such as agency representatives.

#### 5.1.1 PLANNING REQUIREMENTS

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

- Two or more agencies are involved in the response.
- The incident overlaps more than one operational period.
- All Emergency Operations Center functions are fully staffed.

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

### 5.2 EMERGENCY OPERATIONS CENTER REPORTING

Information may be sent to City departments, Emergency Operations Center personnel, the Yolo Operational Area and other key agencies using the City's Emergency Operations Center reporting system, OASIS, 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 Winters Emergency Operations Center should transmit reports identified in the *City of Winters EOC Support Annex* to City departments, the Yolo Operational Area Emergency Operations Center, and Department Operations Centers, if activated.

### 5.3 EMERGENCY OPERATIONS CENTER REPORTING SYSTEMS

The Yolo Operational Area uses a number of different systems that are currently in use for reporting specific types of response information. These include:

- The California Common Operating Picture
- Google Docs
- Google Forms
- Dropbox
- ESRI

The City of Winters will use the Yolo OA developed EOC forms to report information to Yolo County in addition to utilizing the systems/applications named above.

### 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.

For additional information regarding the City of Winters Emergency Public Information, refer to the *Yolo Operational Area External Affairs, Emergency Support Function Annex*.

## SECTION 6.0: COMMUNICATIONS

Communication is a critical part of emergency management. This section outlines the City's communications plan and supports its mission to provide clear, effective internal and external communication between the City EOC, all incident response personnel, and the public.

Communication will be coordinated between the City EOC and the OA EOC and all responding supporting agencies through various forms of communications devices, channels and methods. If the City EOC is activated, all incident related information, updates, resource requests, etc. should be shared through methods chosen to communicate.

### 6.1 COMMUNICATIONS SYSTEMS

Both police and fire operate in the VHF spectrum. These departments operate on the YECA System for both police and fire, a voice network which provides a coordinated communications capability for the several agencies and jurisdictions. The dispatching for the City of Winters is done by YECA.

The City of Winters will use personnel specific email addresses while working in the City EOC. The internet connectivity in the EOC is both LAN and through Wi-Fi, which is available for incoming non-City of Winters partners. Telephone connectivity in the EOC is through Voice Over Internet Protocol (VOIP) and analog lines, in addition to the use of cellular phones.

### 6.2 INTERNAL COMMUNICATIONS

All communications should be a two-way flow from City EOC Section Leadership to support staff and field responders, and vice versa. When communicating, all incident response personnel should use plain language to avoid any confusion (no acronyms or abbreviations). All incident related information should be communicated and displayed in the City EOC for everyone to see. This multi-faceted approach for communication provides quick, reliable, and consistent information to all incident response personnel while ensuring that the appropriate information reaches all intended recipients.

Information will be communicated from the field to the City EOC and then to the OA EOC. The Policy Group in the City EOC will make priority decisions and provide guidance and direction to the City EOC General Staff, who will coordinate the management of the incident per the direction of the Policy Group. The City EOC serves as the hub of information for the incident, and will communicate necessary information and response actions to the field.

### 6.3 NOTIFICATION AND WARNING

In addition to an effective communications capability, government must have an effective means to provide warning alerts to the population impacted or at risk as the result of an emergency. There are two alert and warning systems designed to provide City residents with emergency warning information. These systems are the Emergency Alert System (EAS) and the Yolo-Alert System. Police and Fire may be required to disseminate emergency warnings to the public who cannot be reached by primary warning systems.

## 6.4 NON-EMERGENCY EXTERNAL COMMUNICATIONS

During an incident, the City EOC expects that a high volume of calls for the public seeking incident related information will be placed to 9-1-1 and the City EOC. The City will place information on its website, utilize social media and work with the Yolo County Library (2-1-1) to provide an outlet of information to the public in an effort to relieve call influx to 9-1-1 systems. 2-1-1 personnel can provide incident related information to the inquiring public that is provided by the City of Winters's Public Information Officer.. It is essential that 2-1-1 call centers are activated and staffed as soon as possible to handle anticipated volume of non-emergency calls related to the incident.

For additional information regarding the City of Winters Communications and Warning methods, refer to the *Yolo Operational Area Tactical Interoperable Communications Plan and the Yolo Operational Area Alert & Warning Support Annex*.

## SECTION 7.0: ADMINISTRATION, FINANCE AND LOGISTICS

### 7.1 DOCUMENTATION

The Emergency Operations Center Finance/Administration Section will be responsible for maintaining records on damage assessment expenditure, recovery cost expenditures, insurance related documents, personnel overtime, and other costs associated with the emergency. Guidance is provided in their position guides at the Emergency Operations Center.

The Emergency Operations Center Planning Section will maintain copies of documents that are integral to Emergency Operations Center functions, (such as Emergency Operations Center Action Plans, Situation Status logs, position log) that together make up the history and chronology of the emergency events. Guidance is provided in their Planning Section's position guides at the Emergency Operations Center.

### 7.2 FINANCE

In the case of a major disaster, the Emergency Operations Center will support county, state and federal entities with cost recovery efforts, if requested and as able. City of Winters citizens may benefit from the Small Business Administration, and the city may benefit from the State and or the Federal Emergency Management Agency Public Assistance Program. The City may assist the citizenry with public service announcement regarding support available as unemployment benefits, worker's compensation, and insurance benefits.

### 7.3 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.

#### 7.3.1 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.

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

Expenditure tracking should commence upon notice or obvious occurrence of disasters that require expense of labor, equipment use, materials, and other expenses. The Incident Commander(s), Emergency Operations Center Director, and Emergency Operations Center 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 may activate a special coding for emergency expenditure tracking which is used for both labor and equipment.

The Finance/Administration Section will compile reports, including total expenditures by category. The Finance/Administration Section Chief will submit a summary report on total costs to the Emergency Operations Center 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.

## **7.4 RESOURCE MANAGEMENT**

### **7.4.1 RESOURCE PRIORITIES**

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

#### 7.4.2 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 Yolo Operational Area Emergency Operations Center to determine if the resource is available internally or other more appropriate sources located within the Operational Area. Emergency Management Mutual Aid Coordinators at each level will keep the Operations Chief informed of the status of resource 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 Winters Emergency Operations Center to the Yolo County Emergency Operations Center may be verbally requested and then documented. Available resources will be allocated to the requesting local government. If requests for a specific resource exceed the supply, the available resources will be allocated consistent with the priorities established through the action planning process. The Section Chiefs in the Emergency Operations Center are responsible for ensuring that priorities are followed.

Resource requests for equipment, personnel or technical assistance not available to the City should be coordinated with the Yolo County Emergency Operations Center to the Inland Region Regional Emergency Operations Center. Once the request is coordinated, approved and resources deployed, Planning, in coordination with various Operations Branches, is responsible for tracking the resources.

#### 7.5 CITY OF WINTERS 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 are 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 Winters 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.

## 7.6 DISASTER SERVICE WORKERS

Under California Government Code, Section 3100-3109, all public employees are obligated to serve as Disaster Service Workers. Public employees (civil service) are all persons employed by any county, city, state agency or public district in the State of California. Disaster Service Workers provide services and support during declared emergencies or disasters.

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

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

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

## SECTION 8.0: PREPAREDNESS, TRAINING, EXERCISES AND AFTER ACTION REPORTING

### 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, 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 is an integral supporting component of the master Emergency Operations Plan.

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 Winters Emergency Management 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 Winters Public Safety Department acts as the City'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, and development of preparedness and mitigation strategies; grant administration and support to 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 the City of Winters's emergency operations and recovery efforts. For this reason, the City of Winters will make emergency preparedness information from City, 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 Winters City Manager's Office will notify holders of this plan of training opportunities associated with emergency management and operations. Individual departments and agencies within the City of Winters 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 Winters City Manager's Office 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 Standardized Emergency Management System and The National Incident Management System training requirements.

## 8.3 EXERCISE AND EVALUATION

Elements of this plan will be exercised regularly. The Winters City Manager's Office 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 corrective action plans to initiate appropriate corrections.

The planning 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 Winters.

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* guidance and may be designed as one or more of the following exercise types:

- Drills.
- Seminars (Workshops).
- Table Top Exercises.
- Functional Exercises.

- Full Scale Exercises.

#### 8.4 AFTER ACTION REPORTING

The Standardized Emergency Management System and National Incident Management System 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 to Yolo County and California Office of Emergency Services within ninety (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 the Standardized Emergency Management System.
- Suggested modifications to the Standardized Emergency Management System.
- 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 Winters 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 the Standardized Emergency Management System levels, providing a broad perspective of the incident, referencing more detailed documents, and addressing all areas specified in regulations. The After Action Report 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 activities to date" portion of the After Action Report.

The City of Winters City Manager's Office is responsible for the completion and distribution of the After Action Report to county leadership and department directors as well as ensuring that it is sent to the California Office of Emergency Services through Yolo County within the required ninety (90) day timeframe.

For Winters, the After Action Report's primary audience will be the City member jurisdictions, Yolo County, the California Office of Emergency Services and city employees, including management. As public documents, they are accessible to anyone who requests a copy and will be made available.

The After Action Report will be written in simple language, well structured, brief and well presented, and geared to the primary audience. Data for the After Action Report will be collected from debrief reports, other documents developed during the disaster response, and discussions with emergency responders. The most up-to-date form, with instructions, can be obtained from the California Office of Emergency Services.

## **SECTION 9.0: PLAN DEVELOPMENT AND MAINTENANCE**

This section of the City of Winters EOP discusses the overall approach plan development and maintenance responsibilities.

### **9.1 PLAN DEVELOPMENT AND MAINTENANCE RESPONSIBILITY**

This plan is developed under the authority conveyed to the Winters City Manager's Office in accordance with the City's Emergency Organization who has the primary responsibility for ensuring that necessary changes and revisions to this plan are prepared, coordinated, published, and distributed. The City used the planning process prescribed by the Federal Emergency Management Agency and the State of California. This Basic Plan, Annexes, Appendices and Attachments are reviewed and updated on a regular basis. The review and updates are coordinated with City Departments and Yolo County.

### **9.2 REVIEW AND UPDATING**

This plan and its supporting documents will be reviewed annually, with a full document update conducted minimally every two (2) years. Changes to the plan will be published and distributed to all involved departments and organizations. Recommended changes will be received by the Winters City Manager's Office, reviewed and distributed for comment on a regular basis.

Elements of this plan may also be modified by the Winters City Manager's Office 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. These documents are included in the regular cycle of training, evaluating, reviewing, and updating as discussed in Section 8.2.

## APPENDIX WIN-1: AUTHORITIES AND REFERENCES

### 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
- Public Law 920, Federal Civil Defense Act of 1950, as amended
- Public Law 84-99, U.S. Army Corps of Engineers - Flood Fighting
- Public Law 93-288, Federal Disaster Relief Act of 1974
- Public Law 107-188, Bio-terrorism Act, June 2002
- Public Law 107-296, Homeland Security Act, January 2002
- Executive Order 13228, Office of Homeland Security, October 8, 2001
- Executive Order 13231, Critical Infrastructure Protection, October 16, 2001
- Executive Order 13234, Citizens Prepared, November 9, 2001
- Presidential Decision Directive 39 - U.S. Policy on Counter-terrorism, June 1995
- Presidential Decision Directive 62 - Combating Terrorism, May 1998
- Presidential Decision Directive 63 - Critical Infrastructure Protection, May 1998
- National Security Presidential Directive 17 - National Strategy to Combat Weapons of Mass Destruction
- Public Law 280

#### STATE

- California Disaster Assistance Act (CA government Code Section 8680 et. seq.)
- California Disaster and Civil Defense Master Mutual Aid Agreement
- CA Government Code (CGC), Title 1, Chapter 4, Division 8, Section 3100, (Disaster Service Workers)
- CGC, Title 2, Division 1, Chapter 7, (California Emergency Services Act)
- California Code of Regulations (CCR) Title 19, Division 2 (Standardized Emergency Management System)
- California Water Code (CWC), § 128 (Department of Water Resources - Flood Fighting)

#### COUNTY

- Yolo County Emergency Services/Ordinance No. 226 (1951) 403, and 894 (1980) (as amended)

*CITY*

- City of Winters Emergency Local Ordinance No. 74-03

**REFERENCES**

*FEDERAL*

- National Response Framework (As revised)
- National Incident Management System
- Comprehensive Preparedness Guide 101 v.2

*STATE*

- California State Emergency Plan, July 2010 edition
- Standardized Emergency Management System
- California Disaster Assistance Act
- Continuity of Government in California (Article IV, Section 21 of the State Constitution)
- Preservation of Local Government

*COUNTY*

- Yolo County Emergency Operations Plan, December 4, 2012
- Yolo County Multi-Jurisdictional Hazard Mitigation Plan, 2013
- Yolo County Joint Emergency Management Services Agreement, 2012

*CITY*

- City of Winters Resolution adopting the California Master Mutual Aid Agreement.
- City of Winters Emergency Operations Plan, 2010

## APPENDIX WIN-2: ACRONYMS

CDAА – California Disaster Assistance Act  
CGC – California Government Code  
COOP – Continuity of Operations  
COG – Continuity of Government  
CWC – California Water Code  
EAS – Emergency Alert System  
EF – Emergency Function  
EMS – Emergency Medical Services  
EOC – Emergency Operations Center  
EOP – Emergency Operations Plan  
ESF – Emergency Support Function  
FOG – Field Operations Guide  
HSPD – Homeland Security Presidential Directive  
IDE – Initial Damage Estimate  
IT – Information Technology  
LAN – Local Area Network  
PPD – Presidential Policy Directive  
SEMS – Standardized Emergency Management System  
SOG – Standard Operating Guide  
SOP – Standard Operating Procedures  
SRRCS – Sacramento Regional Radio Communications System  
VOIP – Voice Over Internet Protocol  
YECA – Yolo Emergency Communications Agency

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## INTRODUCTION

City of Winters Municipal Code, Chapter 8, establishes an emergency management organization (EMO) whose principal tasks are to (1) develop an emergency plan, (2) establish responsibilities for emergency response and emergency management, and (3) authorize designated City officials, by job title, to proclaim a local emergency seeking resource and financial aid under terms of the California Disaster Assistance Act (CDAA). In cases of an immediately pending threat to public safety or an actual emergency, City of Winters executes the responsibilities outlined in emergency plans to quickly and efficiently reduce, or "mitigate" that threat. Actions almost always include the deployment of first responder agencies, and activation of the EMO for conduct of *emergency management* activities. The EMO may assemble for work in the Emergency Operations Center and coordinate City resource support (both incoming and outgoing) to those first responding agencies in the field, and to the affected population. All available local, state and federal resources will be committed, as necessary, to protect lives, property and the environment. This annex outlines the response of the EMO and operation of the EOC during an emergency or disaster response as well as the support provided to that response by the City.

### HOW TO USE THIS ANNEX

This Annex should be used in conjunction with the City EOP. It is intended as an operational tool which provides clarity to enhance the City EOP.

### RELATIONSHIP TO HAZARD-SPECIFIC ANNEXES

The EOC Annex provides the overall structure from which the City will operate during a disaster and provides the information needed to carry out the tasks associated with the EOC and its many functions. While the Annex, provides many of the tools, templates, and forms required to run an EOC, more detailed information can be found in the Hazard-Specific Annexes to the City EOP. These Annexes contain unique and regulatory response planning details applying to specific hazards. The information contained in this Annex and in the Hazard-Specific Annexes is meant to be complementary and, when used together, provide a complete tool to be used in an EOC activation.

### DISCLOSURE EXEMPTIONS

Legislation enacting the California Public Records Act (CPRA) was signed in 1968 with the fundamental precept that governmental records shall be disclosed to the public, upon request, unless there is a specific reason not to do so.

There are two recurring interests justifying most of the exemptions from disclosure. First, several CPRA exemptions are based on recognition of the individual's right to privacy (e.g., privacy in certain personnel, medical or similar records). Second, a number of disclosure exemptions are based on the government's need to perform its assigned functions in a reasonably efficient manner (e.g., maintaining confidentiality of investigative records, official information, records related to pending litigation, and preliminary notes or memoranda).

More information can be found at [http://ag.ca.gov/publications/summary\\_public\\_records\\_act.pdf](http://ag.ca.gov/publications/summary_public_records_act.pdf).

## CITY OF WINTERS EMERGENCY MANAGEMENT ORGANIZATION (EMO)

### CITY OF WINTERS STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS) ORGANIZATION

Incident Command in the field coordinates its own logistical support at the Incident Command Post, requesting support through discipline specific mutual aid channels. Support is only requested through the Emergency Operations Center (EOC) when the mutual aid channels do not have the type or numbers of resources needed. The City of Winters Emergency Management Organization supports its own city-level operations, such as setting up a staging area for city resources and coordinates its own logistical support.

Consistent with Standardized Emergency Management System (SEMS), the City's Emergency Management Organization develops in a modular fashion, based upon the type and size of the incident:

- The Emergency Management Organization builds from the top down.
- As the need arises, the five separate SEMS functions can be activated, each with several sub-units that may be established as needed.
- The specific organizational structure established for any given incident, i.e., which positions need to be filled in the Emergency Management Organization to "work the incident" is based on the management and resource needs of the incident as determined by the EOC.

The Emergency Management Organization comprises personnel from city departments and allied agencies. It is organized around the five functions (Management, Operations, Planning/Intelligence, Logistics, and Finance/Administration) of both the SEMS and the National Incident Management System (NIMS). City personnel staff the Emergency Management Organization as it is portrayed in the chart at *Figure 1 – City of Winters EOC Organization.*

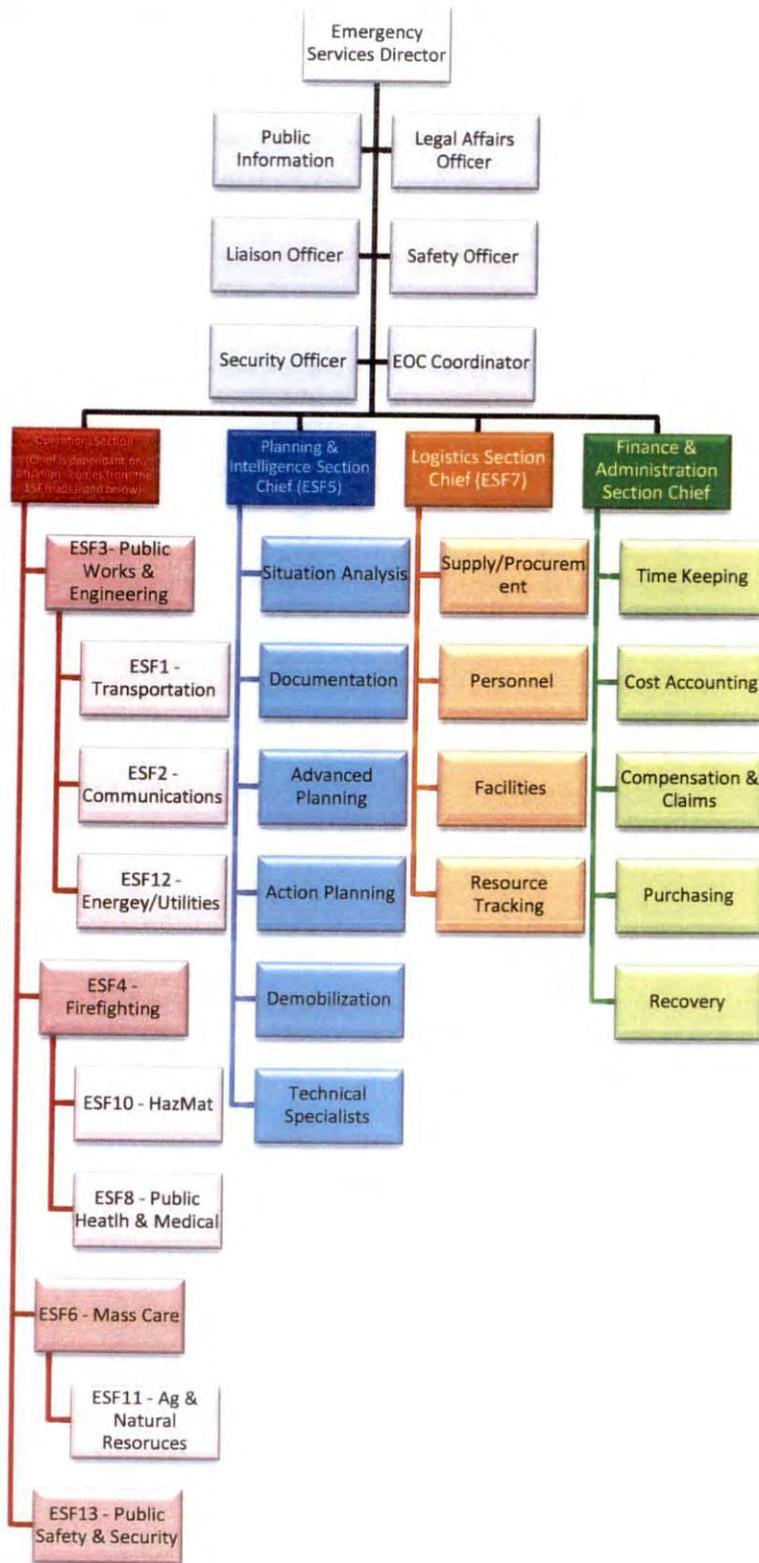


Figure 1 – City of Winters EOC Organization

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## CONCEPT OF OPERATIONS

During a disaster or emergency, the City of Winters EMO supports field response operations within the incorporated areas of the City. The EMO operates using the Standardized Emergency Management System (SEMS) functions, principles, and components. It will use the action planning process to identify and implement specific objectives for each operational period.

### EMO PURPOSE

In normal times, City departments and agencies conduct routine, day-to-day operations. When a major emergency or disaster strikes, the EOC is the location from which centralized emergency management will be performed by the EMO. It facilitates a coordinated response by all the departments and agencies that are assigned emergency management responsibilities. The level of staffing of the EMO will vary according to the needs of the emergency, this can also include a virtual EOC activation in which the functions are coordinated remotely.

The EOC provides a central location for information collection and decision-making, and allows for face-to-face coordination among decision makers. The following emergency management functions are performed in the City EOC:

- Managing and coordinating City support of field operations
- Receiving and disseminating warning information
- Developing emergency policies and procedures
- Collecting intelligence from and disseminating information to representatives of 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 the emergency situation
- 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 EOCs, and the Yolo Operational Area EOC
- Providing emergency information and instructions to the public, creating official releases to the news media and scheduling of press conferences as necessary

### EOC FACILITY LOCATION

The Primary EOC is located at the following location:

**City of Winters Public Safety Facility  
700 Main Street  
Winters, CA 95694**

The Primary EOC offers the following facilities for use during major emergencies:

- Dedicated operating space
- Extensive telephone and information management capabilities
- Electronic display processing capabilities
- 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 Winters Emergency Operations Center (EOC) is located at:

**City of Winters Council Chambers  
318 First Street  
Winters, CA 95694**

**EMO ACTIVATION POLICY**

The City of Winters has adopted the Cal OES criteria, shown in *Figure 2 - SEMS EOC Activations Requirements* that identifies the events/situations which may require the EMO to be activated in the EOC.

Shaded areas = not applicable to SEMS levels	SEMS LEVELS				
	Situation identified in SEMS Regulations	Field Level	Local Government	Operational Area	Region
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

Figure 2 – SEMS EOC Activation Requirements

This matrix highlights the flow of SEMS activation requirements. Activation of a City with a request of support from the Operational Area triggers the activation of an Operational Area EOC which triggers activation of the Regional EOC which, in turn, triggers activation of the State level EOC.

§ Indicates sections in the California Code of Regulations (CCR) Title 19, Division 2, Chapter 1 (SEMS)

\* The EOC is usually activated, but in some circumstances, 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).

## EOC COORDINATION WITH OTHER GOVERNMENT LEVELS AND THE PRIVATE SECTOR

Responsibility for emergency response is based on statutory authority. The emergency response is coordinated under the 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 Winters may manage the emergency with existing resources. The EOC may not be physically activated under this scenario, but could be activated virtually. Personnel that are part of a field level emergency response will utilize the Incident Command System to manage and direct on-scene operations.
- **Field/Emergency Operations Center Communications and Coordination:** The City of Winters's 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 Command Posts and the City's EOC will establish communications with each other when the center is activated. The City EOC will communicate with the Yolo Operational Area Emergency Operations Center (EOC) when necessary.
- **Multi-agency Coordination:** Larger scale emergencies may involve more than one responsible jurisdiction and/or multiple agencies. Management personnel from the responsible jurisdictions form a Unified Command and/or a Multi-Agency Coordination Group. The provision is made for situation assessment, determining resource requirements, establishing a logistical system, and allocating resources. Various EOCs, dispatch centers and other essential facilities such as DOCs located in or adjacent to the affected area are activated at this time.

### 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 EOC. If the DOC is not activated, the EOC Operations Section will coordinate directly with the field responders for their respective discipline.

### Coordination with Yolo Operational Area and Member Jurisdictions

Direct communications and coordination will be established between Yolo 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 such as between the Planning/Intelligence Sections.

### Coordination with other Cities and Special Districts

The emergency response role of cities and special districts is generally focused on restoring their normal services or functional area of responsibility. During disasters, cities and 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 another city or 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 other city or special district, when applicable.

### **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, and 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.

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

Within the City of Winters, 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 City EOC will address volunteer requests from the general public by directing them to the Logistics Section, the Volunteer Coordinator in the EOC or to the OA for support, or the Emergency Volunteer Center (EVC) which may be managed by Hands On Superior California, 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.

### **EOC ACTIVATION RESPONSIBILITY**

The Director of Emergency Services administers and directs the city Emergency Management Organization. During an emergency when the EMO 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. The City of Winters City Manager's Office (OES) is responsible for the overall physical set-up, functionality and close-out of the EOC.

### **EOC ACTIVATION LEVELS**

The City of Winters EMO will be activated according to a graduated, three level system that designates specific staffing and tasks based on the approach or impact of an emergency or disaster. There are many activities that may be occurring prior to the actual activation such as pre-activity monitoring with the Yolo OA OES, coordination amongst local jurisdictions, and development of situational awareness briefings. The levels below can be activated virtually or in the actual EOC.

In addition to the following activation levels, the City of Winters may find that activation of the EOC is not warranted, yet monitoring of a developing situation is critical. At that time, the **City Manager or designee** will be the liaison with local emergency operations during business and after duty

hours and will serve as the OES coordinator. This individual will be identified to those agencies affected by the developing situation.

There are several activities that the OES Coordinator will complete in the monitoring phase of an incident or disaster such as:

- Coordination of City Departments,
- Information and analysis on overall situation (situation report),
- Resource needs or potential needs,
- Briefings to City Departments or City Manager/Yolo OA

The OES Coordinator will also be the point of contact for the City of Winters during non-duty hours when a Level 1 Activation of the EOC has been initiated.

**Level Three EMO Activation (Low):** Level One is a minimum activation, this is usually done virtually and does not actually constitute a physical activation of the EOC. This level may be used for situations which initially only require a few people, e.g., a short duration earthquake warning; winter storm alerts; or public safety monitoring of a low risk, planned event. At a minimum, Level One staffing consists of the EOC Director in an enhanced readiness/monitoring posture, but may select other members of the EMO, such as someone from the Planning and Intelligence Section. Based on the threat or the incident, other coordinators, such as a Public Information Officer or Public Works representative may also be involved.

**Level Two EMO Activation (Medium):** 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. Under a Level Two activation, representatives to the EOC from other agencies or jurisdictions may be required.

**Level One EMO Activation (High):** 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 such as a significant, damage inducing earthquake or widespread flooding.

If EOC activation is warranted, the first EMO staff member to arrive begins set-up procedures. The Director of Emergency Services or designee makes all decisions regarding the level and scope of operations. The scope and nature of the emergency, current conditions, and potential concerns dictate the level of EMO operations and staffing requirements.

### SECURITY AND ACCESS CONTROL

Once the EMO has been activated and the EOC put into operation, only authorized personnel are permitted in the EOC. Access shall be granted to all personnel identified as EOC or EMO staff or city officials, as well as to other individuals having legitimate business in the EOC. EMO staff and visitors shall be issued identification for EOC access that distinguishes the bearer as a member of the EMO or as a visitor.

### COMMUNICATIONS

Communications within the EOC are accomplished using the most expedient and appropriate means possible (usually in person or by phone). The EOC workstations have a telephone with all normal connectivity within the City. 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, as needed. Regardless of the medium used, pertinent points of all significant communications shall be recorded on the EOC unit/activity log.

### EOC REPORTING

Information may be transmitted to staff and other key agencies using any one or more of the following means: situational reporting database, satellite data, radio, telephone, email, Internet or FAX. Regardless of the method of communication, all data should be verified for accuracy prior to transmission. If unconfirmed data must be transmitted, it should be clearly designated as unconfirmed.

<b>Preliminary Reports</b>	Preliminary Reports are used during the first two hours of an emergency to provide an initial picture of the scope and magnitude of the emergency.
<b>Situation Reports</b>	<p>A Situation Report (SitRep) is a brief narrative of the emergency situation covering a set period of time and is submitted on a scheduled basis after the submission of any preliminary reports.</p> <p>At the beginning of an emergency, the EOC Director and the Planning Section staff determine the duration of time to be covered by a SitRep and they designate times for other personnel to submit information for inclusion in the SitRep.</p>
<b>Flash Reports</b>	Flash Reports are used for transmitting critical, time-sensitive information outside Preliminary Reports or regularly scheduled SitReps. For example, a Flash Report would be used to report an impending dam failure or receipt of a Federal Declaration of a major disaster. Verbal Flash Reports often precede transmission of written reports.

Figure 3 – Report Definition Chart

## 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. Special emphasis must be made to document decision support discussions or information.

All copies of reports, SEMS forms, and logs are submitted to the Planning/Intelligence Section at the close of each operational period (or prior to EOC deactivation if operations do not require multiple shifts). This documentation is important for both the documentation of the disaster and the financial recovery process.

## Status Boards

Status Boards are erasable boards or digital displays located around the EOC. The Status Boards provide decision-makers and EOC staff with essential information such as road closures, shelter location information, actions taken, river gauge levels etc.

## EOC REPORTING SYSTEMS

The City of Winters will use EOC forms to communicate with the OAEOC. The forms are located on the City's network, are available in hard copy in the EOC, located in a digital cloud service and are also located with the OA EOC.

## GENERAL EOC BRIEFINGS

The purpose of briefings is to familiarize or update EOC staff on the current emergency situation. Briefings provide an opportunity for the Section Chiefs, the 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 (Management, Operations, Planning, Logistics and Finance) are coordinated and that the EOC staff have the same information from which to base individual and collective actions and decisions.

<b>Incoming Briefings</b>	<b>Purpose:</b>	
	<ul style="list-style-type: none"> <li>• Section Chiefs are briefed by the EOC Director to obtain an overall perspective on the current situation</li> <li>• Section Chiefs provide a similar briefing to their respective Sections</li> </ul> <p>Incoming briefings may include:</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top;"> <ul style="list-style-type: none"> <li>• Current situation assessment</li> <li>• Summary of significant actions taken or in process</li> <li>• Any limitations on available communications, personnel, equipment or resources</li> </ul> </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> <li>• Weather update, if applicable</li> <li>• Initial incident objectives and priorities</li> <li>• Any directives on specific actions to be taken</li> </ul> </td> </tr> </table>	<ul style="list-style-type: none"> <li>• Current situation assessment</li> <li>• Summary of significant actions taken or in process</li> <li>• Any limitations on available communications, personnel, equipment or resources</li> </ul>
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<b>Update Briefings</b>	<b>Management and General Staff Briefings</b>	<p><b>Purpose:</b></p> <ul style="list-style-type: none"> <li>• Receive updated information</li> <li>• Evaluate the effectiveness of the response strategy</li> <li>• Identify and solve problems</li> <li>• Revise objectives, response strategies and priorities as necessary</li> </ul> <p>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<sup>2</sup>.</p>	
	<b>Section Briefings</b>	<p><b>Purpose:</b></p> <ul style="list-style-type: none"> <li>• Section Chiefs provide their respective staffs with information from the Management &amp; General Staff briefing</li> <li>• Situation status and response objectives, strategies and priorities are reviewed</li> </ul> <p>Section Briefings may include:</p> <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top;"> <ul style="list-style-type: none"> <li>• Responsibilities</li> <li>• Work shifts</li> <li>• Appropriate flow/sharing of information within and between Sections</li> </ul> </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> <li>• Specified actions to be taken</li> <li>• Time of next briefing</li> <li>• Eating and sleeping arrangements, if necessary</li> </ul> </td> </tr> </table>	<ul style="list-style-type: none"> <li>• Responsibilities</li> <li>• Work shifts</li> <li>• Appropriate flow/sharing of information within and between Sections</li> </ul>
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<b>Shift Change Briefing</b>	<p><b>Purpose:</b></p> <p>Shift change briefings are a component of the EOC Action Planning Process. At these briefings, the current AP is “handed off,” and a briefing on assignments which have been made for the next operational period are presented. Facilitated by the Planning Section Chief, this briefing is approved by the EOC Director and attended by the General staff as appropriate.</p> <p>Shift change briefings should include the following:</p> <ul style="list-style-type: none"> <li>• Current situation assessment</li> <li>• Current and potential problems</li> <li>• Review of the Action Plan</li> <li>• Weather forecast, if applicable</li> <li>• Time for next scheduled briefing</li> </ul>		

<sup>2</sup> These briefings do not replace the Action Planning Sessions, which are required for each operational period. At the conclusion of each briefing, the time for the next briefing is set.

<b>Deactivation Briefing</b>	<p><b>Purpose:</b></p> <p>Immediately following deactivation of the EOC, the EOC Director, with all EOC staff, conducts a deactivation briefing.</p> <ul style="list-style-type: none"> <li>• Advise all EOC staff of the specific contacts and/or referrals to be made for any incident-related questions or concerns that may arise</li> <li>• Ensure all documentation is gathered from participants</li> <li>• Gather initial feedback for the After Action Report</li> </ul>
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Figure 4 – Briefing Definition Chart

## 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, decides when and how 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:

- Incident has deescalated to the point of local agency control
- *Response* has been terminated
- *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 a timeline
- Identify EOC staff to be on-call if stand down is implemented
- Direct the liaison or other EOC staff to make notifications
- Direct all functional leads to complete any required or necessary documentation

### 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 City department managers, elected officials, neighboring jurisdictions, and responding county 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

## CITY ROLES AND RESPONSIBILITIES

### EOC STAFFING

When an emergency threatens or actually occurs, this Support Annex provides guidance, direction and tasks (commonly known as Command and Control) for first responders and the EMO alike to efficiently respond and undertake mitigation operations. The size or scope of an emergency, rather than the type, will largely determine whether or not the EMO will be activated, and to what level.

### EOC ACTION PLANNING

#### Introduction

The use of Emergency Action Plans (EAP) in the City of Winters 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:

- Identifying priorities and objectives for *response* or *recovery* efforts.
- Documenting incident support priorities and objectives, and the tasks and personnel assignments associated with meeting those objectives.

The AP process involves the EOC Director and Section Chiefs<sup>3</sup> along with other EOC staff, as needed, in addition to representatives from the County, special districts, and other supporting agencies.

#### Planning Requirements

The *initial* EAP is normally verbal and then is quickly documented and is used to develop the EAP 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 at Level II or III. A written EOC Action Plan is required whenever:

- Two or more jurisdictions/agencies are involved in the response
- The incident extends beyond one operational period
- All EOC functions are fully staffed

Unlike Incident Action Plans (IAP) produced in the field by Incident Command, an EAP can cover an extended period of time and often cover several days. The plan should be regularly reviewed and evaluated throughout its operational period and revised or updated as warranted.

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<sup>3</sup> For more information on EOC Positions see the EOP Basic for the City of Winters

## Plan Elements

The elements to be included in the Emergency Action Plan are noted below. The Emergency Action Plan form is located in the **EOC Tools** attachment and may include some of the following:

- Period of time covered by the plan
- 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
- Logistical or technical support to be provided and by whom
- Objectives (specific, measurable, attainable, realistic and time-measured or SMART) to be accomplished
- Priorities for meeting objectives
- 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 Emergency Action Plan rests with the Planning Section. However, development of the plan requires the active participation of the EOC Director and the General Staff. The Operations Section, in particular, works closely with the Planning Section during plan development. When indicated, the Planning Section Chief requests specific technical experts to provide input to the plan. The EOC Director approves the plan.

For incidents requiring close coordination with external agencies, (e.g., State field response agencies, special districts, federal responders, etc.), input from those involved agencies should be included in the Emergency Action Plan.

Specific EOC staff responsibilities associated with the Emergency Action Plan<sup>4</sup> include the following:

### **Management and General Staff**

- Provide general incident objectives and strategy
- Provide direction and overall management
- Ensure incident safety
- Provide information through Liaison and Public Information Officer
- Approve the completed Action Plan

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<sup>4</sup> For further information on the Action Planning process, see the Planning & Intelligence section of this annex

**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 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 is configured to 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
- Works with the Management and General staff to determine the need for cost apportionment, cost sharing or state and/or federal reimbursement

## 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 Emergency Action Plan and the overall strategic direction of response, including appropriate mutual aid liaison activities. The Director of Emergency Services works closely with the Policy Group.

### SECTION OBJECTIVES

The Management Section will accomplish the following specific objectives during a disaster/emergency:

- Establish the appropriate staffing level for the EOC and continuously monitor organizational effectiveness ensuring that appropriate modifications occur as required
- Exercise overall management responsibility for the coordination between emergency response agencies within the jurisdictional area
- In conjunction with the General Staff, set jurisdictional priorities for response efforts. Ensure that all department and agency actions are accomplished within the priorities established at the EOC
- Ensure that inter-agency coordination is accomplished effectively
- Ensure that the Emergency Public Information response is appropriate to the event

### TOOLS

- Org Chart
- Proclamation Guidelines
- Legal Tools
- OES Master Contact List
- Job Action Sheets
- PIO Toolkit
- Media Intake Form
- EPI/JIC SOP

### POLICY GROUP

The Policy Group is available to address the economic, social and political impacts of an emergency. In the City of Winters EOC, the Policy function is the responsibility of the City Council Members, key EOC Management staff and the City Manager and/or their designee. The Policy Group are those key personnel identified that will make major policy decisions for the City at the recommendation of the EOC. The Policy Group is convened to assist the EOC in addressing major impacts to the City.

### Management Staff

- Assisting the Director of Emergency Services are the Management Staff. The Management Staff are responsible for providing direct administrative and executive-level support to the Director, as well as for providing additional emergency support functions such as Public Information, coordination with Elected Officials, and ensuring the safety and well being of the staff in the EOC. Key skills of the Management Staff include: Authority, Responsibility, Leadership, Global Thinking, and good project management.

When fully activated the EOC Management Staff includes the following:

**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 in accordance with Emergency Support Function #15. The PIO may be assisted by additional staff who will conduct assorted Emergency Public Information tasks and duties (Rumor Control and activation of the City Information Center) within the EOC or a Joint Information Center (JIC)<sup>5</sup> if established, or at a field incident command post. **The responsible city department staffing this position is the City Manager's Office.** There are several tools available to the PIO such as: the Emergency Public Information and Crisis and Emergency Risk Communications Plan and Emergency Public Information Standard Operating Procedures. For additional position information, see the ESF #15 Executive Summary.

**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 examples of the types of legal advice and guidance are: local proclamation development and execution, legal opinions on evacuation and other jurisdictional legal responsibilities. Tools maintained for this position include a drive with samples of legal materials previously used in events throughout California and legal references (such as the CA Emergency Services Act and CA Disaster Assistance Act). **The responsible city department staffing this position is City Attorney (contracted with Best Best & Krieger Attorneys at Law).**

**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. There are tools available to the Liaison Officer such as the Job Action Sheet and Master Contact List. **The responsible city department staffing this position is the City Clerk.**

**Safety & Security Officer**

The Safety & Security Officer is 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 such as the following chaplain support, healthy food and adequate breaks within the EOC. **The responsible city departments staffing these positions is the Fire Department (Safety) and Police Department (Security).**

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<sup>5</sup> For more information, see the ESF 15 Annex

## OPERATIONS SECTION

### SECTION OBJECTIVES

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:

- Managing operational elements of approved EOC AP's, if any.
- Supporting Department Operations Centers (DOC) and field incident command(s) and associated response activities.
- Coordinating and liaising with DOCs for reporting, action planning and situation reporting.
- Liaising with Mutual Aid Coordinators for fire, law and emergency medical services.
- Coordinating City incident response assets regardless of agency affiliation or type of asset (e.g., animal services, shelters, etc.).
- Assessing the emergency within the city or in nearby jurisdictions that affect or may affect local jurisdictions' response.
- Working with appropriate Emergency Support Functions under the Operations Section.

### TOOLS

- Org Chart
- Communications Plan
- Legal Tools
- Discipline Specific Master Contact Lists
- Job Action Sheets
- Discipline specific SOPs
- Media Intake Form
- ESF Status Report Forms

There are several Emergency Support Functions that represent an alliance of stakeholders who possess common interests and share a level of responsibility for emergency management. The Emergency Support Functions bring together city departments, special districts and other support jurisdictions within the City to collaboratively prepare for, cohesively respond to and effectively recover from an emergency.

In most cases a single department is assigned to lead each Emergency Support Function based on its authorities, resources and capabilities. Each Emergency Support Function member is responsible to assist in coordinating the City's response to emergencies, including provision of mutual aid and the allocation of essential supplies and resources.

**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 emergency support 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. A full Operations Section organizational chart is shown in **Figure 5 - Operations Organizational Structure**.

- Public Works (ESF #3) – **Public Works Department**
  - Transportation (ESF #1)
  - Communications (ESF #2)
  - Energy/Utilities (ESF #12)
- Firefighting (ESF #4) – **Fire Department**
  - Hazardous Materials Response (ESF #10)
  - Public Health & Medical (ESF #8<sup>6</sup>)
- Mass Care & Shelter (ESF #6) – **Administrative Services**
  - Ag & Natural Resources (ESF #11)
- Law Enforcement Branch (ESF #13) – **Police Department**<sup>7</sup>

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<sup>6</sup> The Fire Fire Protection District has primarily responsibility for Emergency Medical Services response. The Yolo County Health and Human Services Agency may be supporting directly in the EOC or remotely from their DOC.

<sup>7</sup> ESF9 (Search & Rescue) is achieved by a partnership between ESF4 & ESF13 responders.

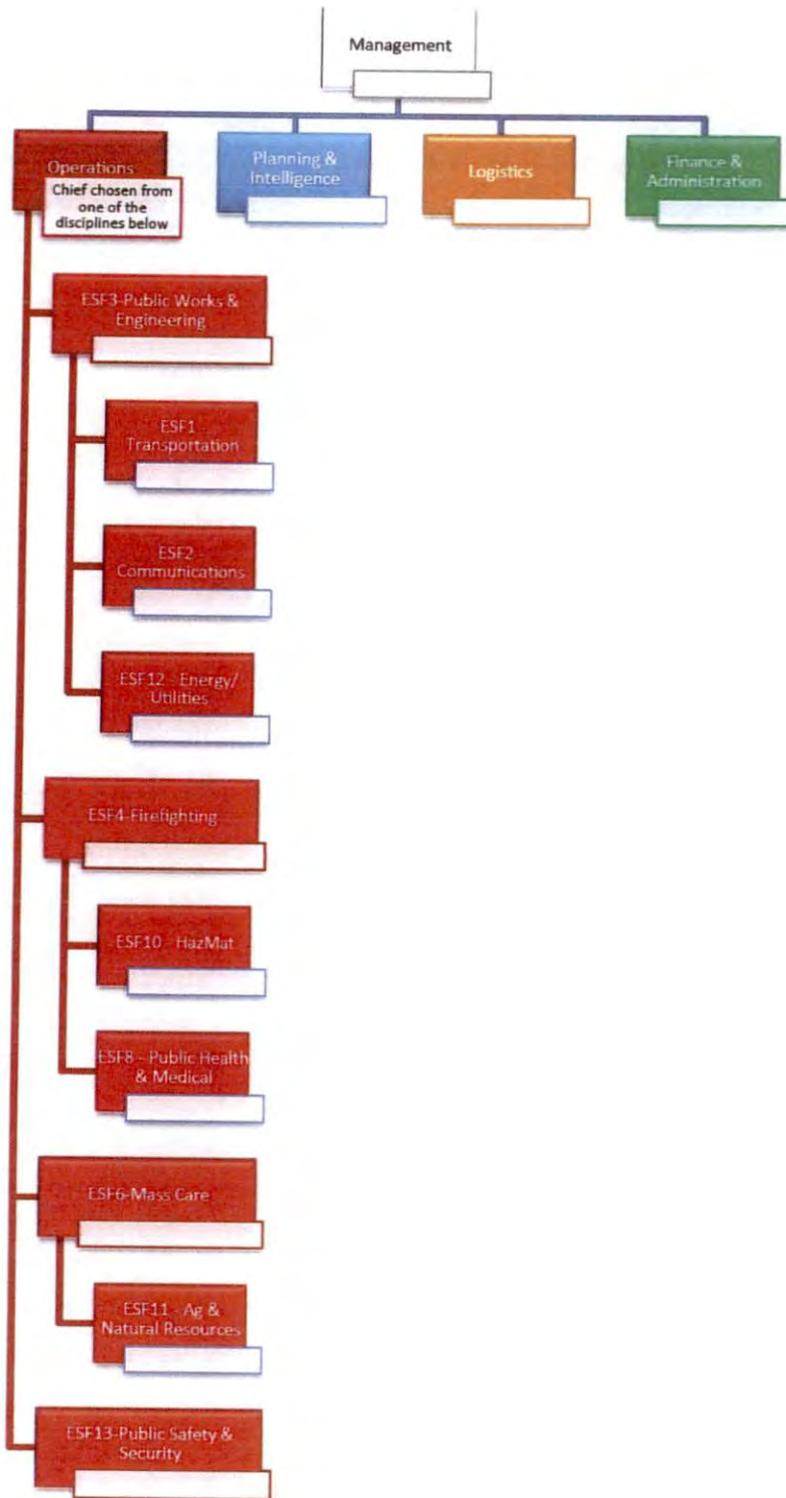


Figure 5 – Operations Organizational Structure

## PLANNING & INTELLIGENCE SECTION (ESF 5)

The Planning 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 Section staff must evaluate the potential economic, social and environmental impacts of the disaster, while managing response to the conditions within the jurisdiction. Additionally, the Planning Section staff must consider whether an emergency in a neighboring jurisdiction could impact their jurisdiction or draw upon resources normally available to the city.

The Planning Section Chief identifies whether full or partial staffing is required to respond. When fully activated the section may include the positions shown in the organizational chart. The duties assigned to the unfilled position are the responsibility of the Planning Section Chief.

### SECTION OBJECTIVES

The Planning Section will accomplish the following specific objectives during a disaster/emergency:

- Display situation status information in the EOC using maps and visual aids
- Ensure accurate recording and documentation of the incident
- Determine reporting schedules for all EOC elements
- Prepare the jurisdiction's Situational Status reports and EOC Action Plans
- Disseminate situation status and EOC Action Reports to other EOC sections, jurisdictional departments, and Yolo EOC
- Provide planning support to other sections
- Maintain proper and accurate documentation of all actions taken to ensure that all required records are preserved for future use and State OES and FEMA filing requirements
- Acquire technical experts for special interest topics of special technical knowledge subjects

### TOOLS

- Org Chart
- Planning Process Schedule (Sample)
- Situational Status Form
- Action Planning Meeting Agenda (Sample)
- EOC Planning "P"
- Demobilization Checklist
- After Action Report Template
- Advanced Plan Template
- Job Action Sheets
- Planning Considerations Cheat Sheet
- Situational Status Boards
- EOC Briefing & Reports Cheat Sheet
- EOC Action Plan Template
- Demobilization Plan Template
- Hot Wash Discussion Points
- Sample File Retention Structure

**This section will be staffed by the Community 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.

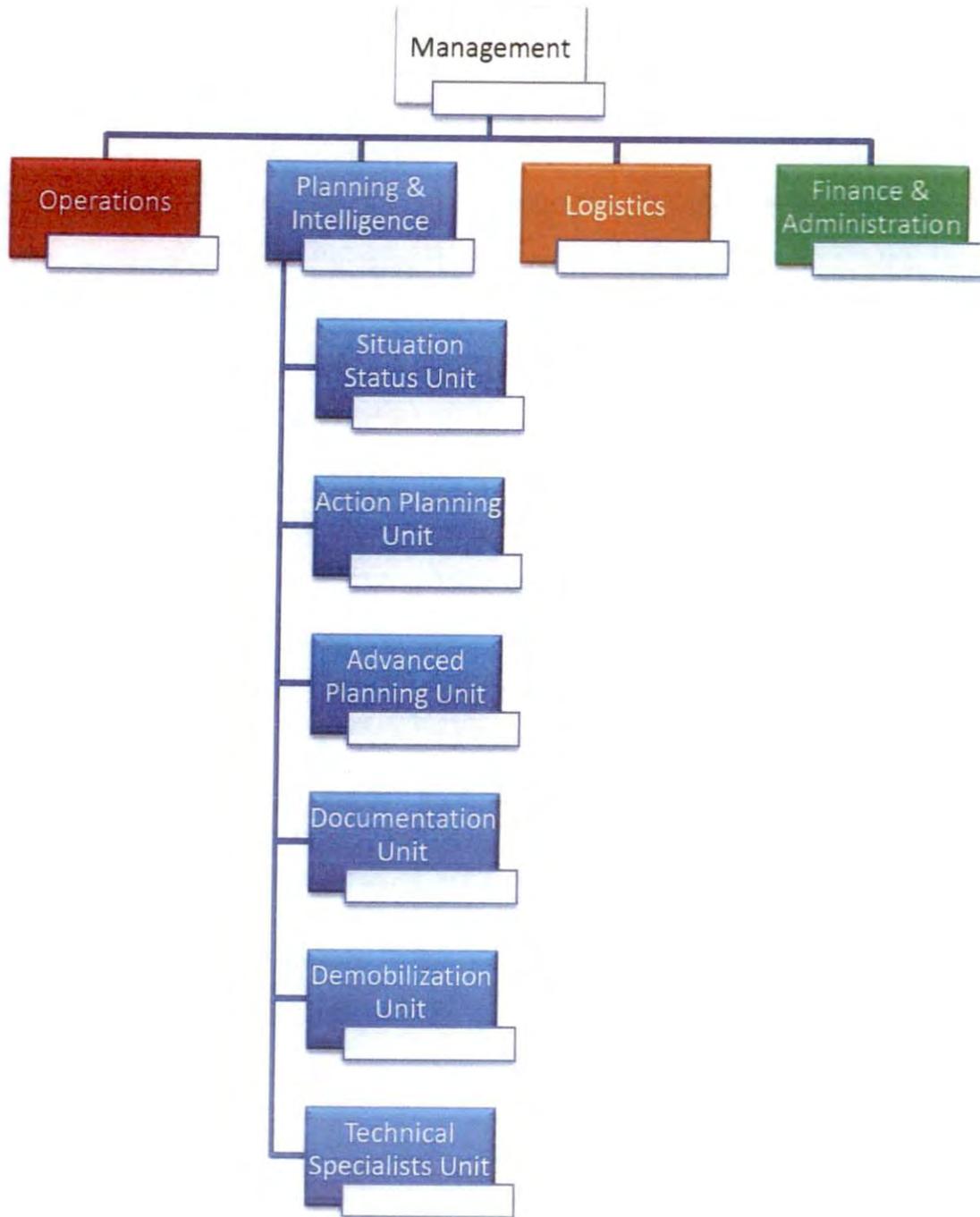


Figure 6 – Planning & Intelligence Organizational Structure

**PLANNING PROCESS**

The Planning 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. Utilizing these planning scenarios, the Planning Section Chief will conduct an Action Planning meeting with the EOC Director, General Staff and appropriate technical experts. The Operations Section Chief reports significant changes to the Planning Section Chief. See the Planning Section Process Schedule in the following SAMPLE:

<b>PLANNING SECTION PLANNING PROCESS SCHEDULE</b>	
<b>0700 – 0800</b>	Shift Change Briefing.
<b>0800 – 0900</b>	Prepare for Planning Meeting. Purpose: To review accomplishments, identify new issues, identify resource needs, and determine assignments for next operational period.
<b>0900 – 1000</b>	Planning Meetings (with Management and General Staff, Resources Status Unit Leader, Supply Unit Leader, Communications Unit Leader, and Technical Specialists).
<b>1000 – 1400</b>	Prepare EOC Action Plan.
<b>1400 – 1600</b>	Finalize EOC Action Plan.
<b>1600</b>	Complete EOC Action Plan.
<b>1600 – 1700</b>	Prepare for Operations Briefing. Purpose: To review EOC Action Plan for next operational period.
<b>1700 – 1800</b>	Operations briefing (Management, General Staff, and identified Operations staff and Technical Specialists).
<b>1800 – 1900</b>	Finalize Reports (including Situation Status Report for the Operational Area EOC).
<b>1900 – 2000</b>	Shift Change Briefing.
<b>2000 – 2100</b>	Prepare for Planning Meeting. Purpose: To review accomplishments, identify new issues, identify resource needs, and determine assignments for next operational period.
<b>2100 – 2200</b>	Planning Meetings (with Management and General Staff, Resources Status Unit Leader, Supply Unit Leader, Communications Unit Leader, and Technical Specialists).
<b>2200 – 0200</b>	Prepare EOC Action Plan.
<b>0200 – 0400</b>	Finalize EOC Action Plan.
<b>0400</b>	Complete EOC Action Plan.
<b>0400 – 0500</b>	Prepare for Operations Briefing. Purpose: To review EOC Action Plan for next operational period.
<b>0500 – 0600</b>	Operations briefing (Management, General Staff, and identified Operations staff and Technical Specialists).
<b>0600 – 0700</b>	Finalize Reports (including Situation Status Report for the Operational Area EOC).

Figure 7 – Planning Process SAMPLE/EXAMPLE 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 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 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 Section Chief
Special Resources	<ul style="list-style-type: none"> <li>• Availability of special supplies, personnel and equipment</li> <li>• Transportation support</li> </ul>	Logistics Section Chief
Finance	<ul style="list-style-type: none"> <li>• Federal/State reimbursement; cost sharing/agreements</li> </ul>	Finance Section Chief

Figure 8 – 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 Emergency Action Plan.

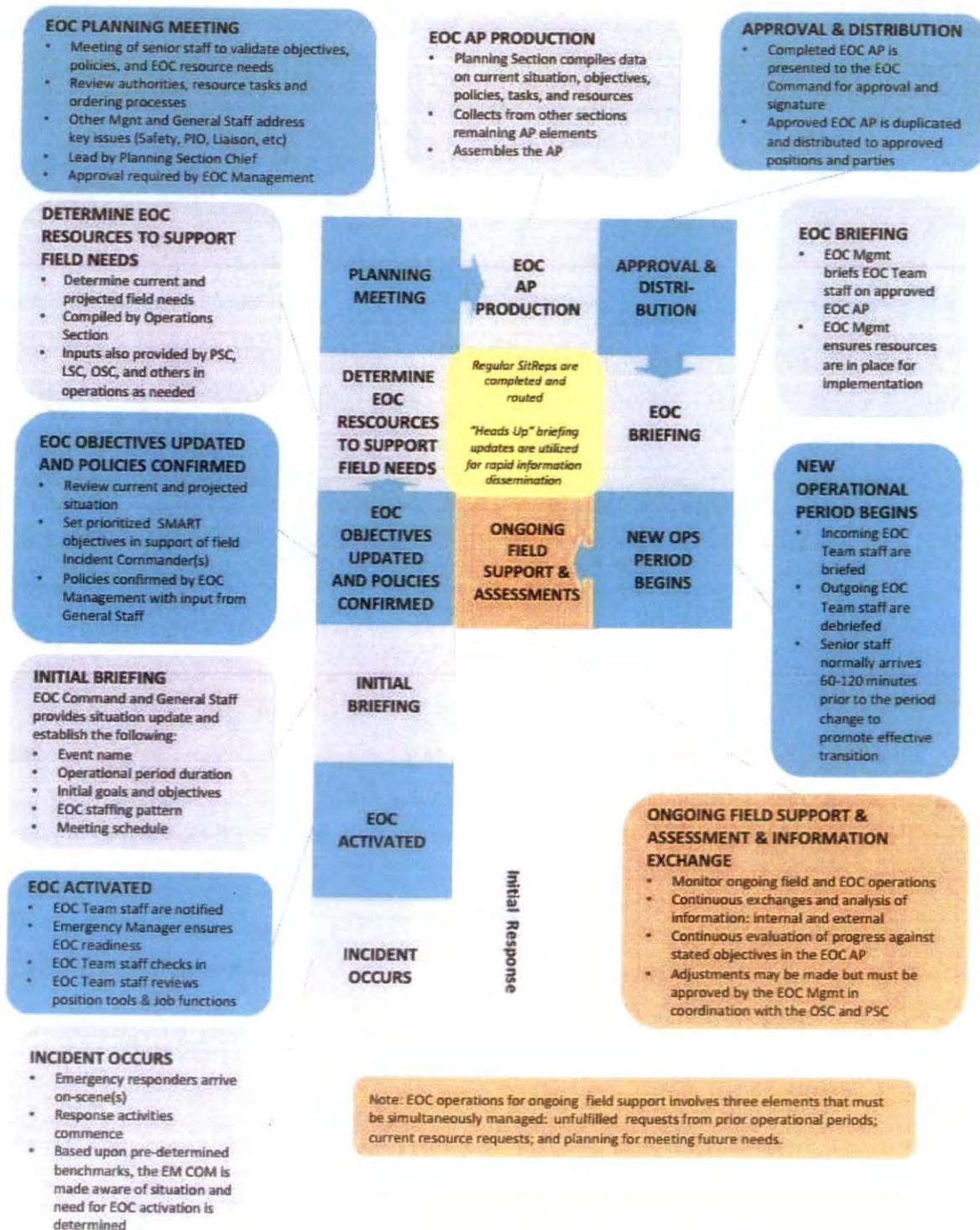


Figure 9 – The Planning Cycle

### **Documentation and Distribution**

Written EOC Action Plans will be documented on the Action Planning form. The Planning Section Situation Status function is responsible for:

- Posting a copy of the current Action Plan in the EOC, if operational
- 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 Section Chief

The Operations Section Chief will ensure that the current EOC Action Plan is distributed to all Operations Section personnel.

## LOGISTICS SECTION (ESF 7)

The Logistics Section is responsible for coordinating the provision of a broad assortment of equipment, supplies and services such as maintenance, food services, etc. in support of the Emergency Management Organization and Emergency Operations Center, other City and/or County sites, organizations or activities during a disaster. On occasion, it responds to a request from the field (Incident Command), but most often it supports jurisdictional departments, responding agencies and activities.

When activated, the EOC establishes priorities for resource allocation during the emergency. All jurisdictional resources are considered part of a pool which may be allocated by the EOC to fulfill priority missions.

The Logistics Section Chief identifies whether full or partial staffing is required to respond. When fully activated the section may include the positions shown in the organizational chart. The duties assigned to the unfilled position are the responsibility of the Logistics Section Chief.

### SECTION OBJECTIVES

The Logistics Section will accomplish the following specific objectives during a disaster/emergency:

- Ensure repair and maintenance of EOC supporting equipment and resources
- Analyze and identify appropriate sources of resources
- Order, receive, process and store all incident-related resources
- Set-up and maintain incident support facilities (example – feeding, sleeping and sanitation services)
- Work with the Operations - Transportation Unit to move personnel, goods and services where they are needed
- Supply food needs for entire incident including remote sites
- Volunteer Coordination
- Donations Management

### TOOLS

- Org Chart
- T-Card System
- Jurisdictional Personnel Lists
- Jurisdictional Asset Lists
- Purchase Cards
- DSW Registration Form
- Job Action Sheets
- Resource Requesting Cheat Sheet
- Resource Request Form
- Jurisdictional Purchasing Policies
- Resource Mgt Cycle Cheat Sheet

The Logistics Section is divided into several branches. Within those branches, the following branches are organized and performed as part of the Logistics Section.

The section will be staffed by Parks and Recreation, Human Resources, 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. The Facilities unit will house the IT and Communications staffing for the EOC.

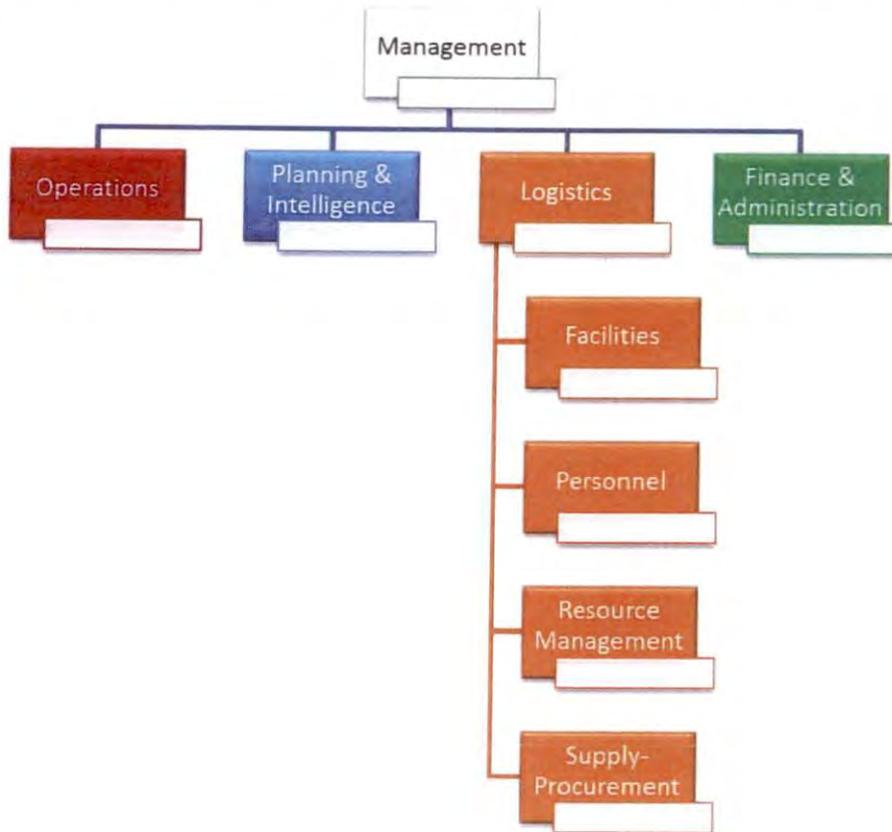


Figure 10 – Logistics Organizational Structure

## RESOURCE ORDERING

When fulfilling a resource request, the Logistics Section staff will typically follow the general sequence for locating the resource to fulfill the request:

- Use internal resources first (City owned)
- Attempt to borrow the resource
- Look for donated goods/services
- Rent or lease the resource
- As a last resort, buy the resource (if the Logistics Section must resort to purchasing the resource, the Logistics Section Chief will confer with the Finance & Administration Section to ensure the purchase is approved before placing the order, and all purchases will be in accordance with Purchasing guidelines)
- Complete resource request form

Additionally, if the resource is a critical and immediate need, the general sequence may need to be bypassed in order to address immediate concerns. The Logistics Section Chief, Finance & Administration Section Chief and Management (EOC Director) will coordinate to make the determination on the appropriate action.

A visual representation of how Resource Requests (personnel, equipment or technical assistance) are made through one of the following processes:

1. 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 (OA) Mutual Aid Coordinator to the Regional Mutual Aid Coordinator.

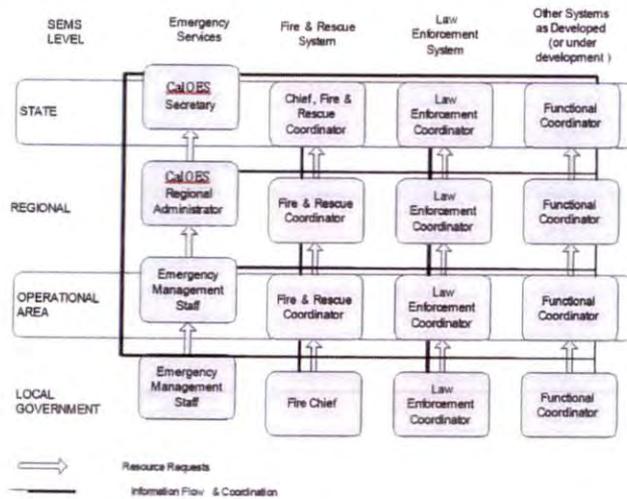


Figure 11 – Mutual Aid System Ordering Process

2. All other resource requests will be made through the logistics function at each level.

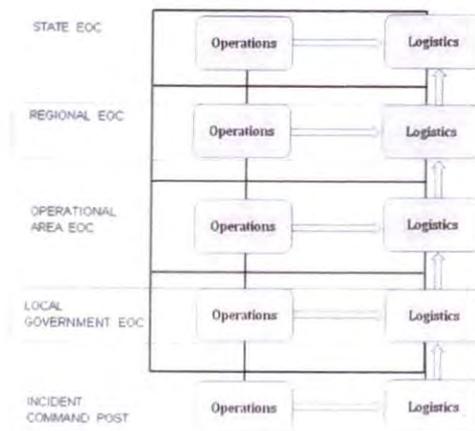


Figure 12 – EOC Ordering Process

## RESOURCE TRACKING

After the Logistics Section locates and procures the resources necessary to fulfill the request, the Logistics Section will coordinate with the respective function that the resource was ordered for to ensure the resource was delivered to the appropriate location and has been checked in to the response. The Resource Management Unit will track all resources and display their status via either a status board (manual or digital) or T-card system. Resource tracking will ensure that all resources throughout the duration of the event are accounted for as per the resource management cycle pictured below.



Figure 13 – Resource Management Cycle

## CITY ASSET MANAGEMENT SYSTEM

The City of Winters has an in-house asset management system that is used to track all City owned assets over \$5,000 per item and this includes vehicles, equipment, software and infrastructure.

## VOLUNTEER MANAGEMENT

The Personnel unit also serves as the primary source of volunteer management for the City of Winters. The City may partner with Hands on Capital Superior California (this may be a limited resource due to their support for other surrounding regional partners), for volunteer management support in addition to the pre-identified sources of volunteers for the city such as the Police Department's Volunteers in Policing (VIPs). There are also additional volunteer resources through the OA DSW volunteer groups (ELWs, ARES, VERT, etc.<sup>8</sup>). The establishment of a Volunteer Management Center together with the OA may be necessary for coordination purposes<sup>9</sup>.

<sup>8</sup> See the Yolo Operational Area Disaster Service Worker Volunteer Plan for more information.

<sup>9</sup> See the Yolo Operational Area Donations & Volunteer Management Support Annex for more information.

### **DONATIONS MANAGEMENT**

The Supply-Procurement unit also serves as the primary source of donations management (both in-kind and monetary) for the City of Winters. The City is working with Yolo County to develop procedures and protocols to accept and receive in-kind and monetary donations during and emergency or disaster.

## FINANCE & ADMINISTRATION SECTION

The Finance Section is responsible for tracking all costs associated with the EOC activation. The Finance Section staff must analyze and identify appropriate costs and ensure that all costs conform to existing emergency operations procedures, ordinance and rules. Additionally, the Finance Section staff must track costs across multiple departments and agencies.

The Planning Section Chief identifies whether full or partial staffing is required to respond. When fully activated the section may include the positions shown in the organizational chart. The duties assigned to the unfilled position are the responsibility of the Planning Section Chief.

### SECTION OBJECTIVES

The Finance Section will accomplish the following specific objectives during a disaster/emergency:

- Track all costs and present payments to the Management Section for approval
- Approve emergency purchases and contracts
- Maintain force labor accounting
- Maintain force equipment accounting
- Process claims (workers compensation, injuries to responders, damage to equipment)
- Fiscal Management

### TOOLS

- Org Chart
- Employer's Report of Occupational Injury or Illness
- Workers' Compensation Claim Form
- FEMA 90-Forms (Qty 6)
- Disaster Cost Documentation Flow Chart
- Tracking & Allowable Costs Cheat Sheet
- PA Damage Categories Cheat Sheet
- CDAA vs FEMA Comparison
- PA Designation Thresholds
- Job Action Sheets
- DSW Volunteer Claim Submission Instructions
- Accident Investigation Report
- Extra Cost Accounting Forms
- Disaster Cost Accounting File Checklist
- Initial Damage Estimate Form
- PA Process Flow Chart
- Recovery Fact Sheet
- Natl Register of Historic Places - Yolo

**The section will be staffed by the Finance Department 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.

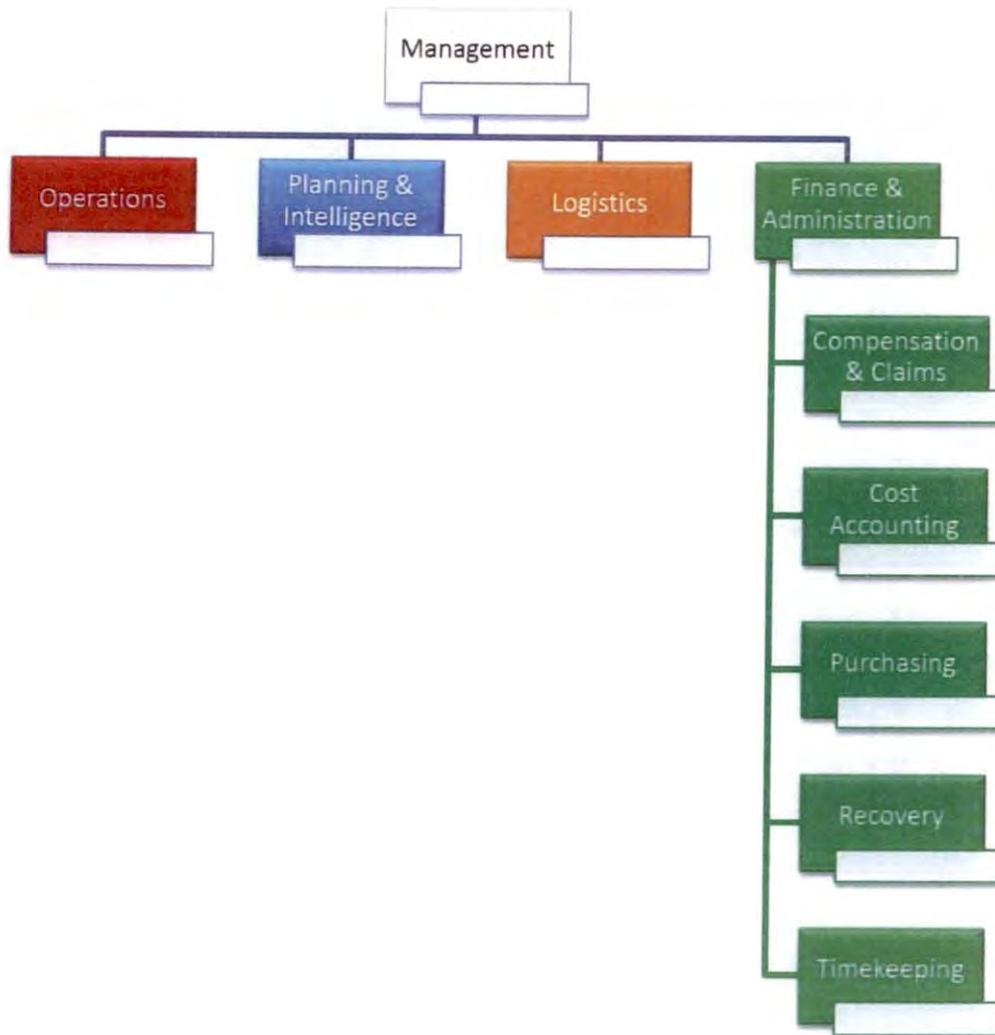


Figure 14 – Finance & Administration Organizational Structure

The City of Winters will respond (fiscally) with the understanding that the response will be funded by the city and that every effort will be made to access recovery funds (but that those funds are not guaranteed). Generally, in a disaster, if a Governor’s Proclamation is granted to the City and/or County the state may reimburse eligible costs to the City at a 75/25 percent cost share. Additionally if the Governor asks the President to proclaim a major disaster for the area and that request is granted then there may be additional funding reimbursement available.

The City of Winters has uses specifically numbered purchase orders and project numbers within the city financial system to segregate disaster related costs during an emergency and/or disaster.

### **CITY EMERGENCY PURCHASING POLICY**

The City of Winters has an emergency purchasing policy in effect. The City's Policy and Procedures manual states that in the case of an emergency, a "program number" will be assigned to track all costs associated with that emergency.

The Finance and Administration works closely with the Logistics Section, specifically the Personnel and Supply-Procurement Units to account for all expenditures during the event.

Purchasing procedures will not be waived during an emergency but may be augmented to accomplish any emergency work provided augmentations do not come into violation with standard OMB circulars.

The Recovery unit will advise all F&A staff on any changes needed to policies/procedures/documentation during the event to be better in line to accept recovery funding sources as they become available.

For more information on Recovery refer to the Recovery Framework 2012.

## **ANNEX MAINTENANCE**

The City of Winters City Manager's Office will coordinate with the various City departments on any updates and revisions of this Emergency Operations Center Annex.

Those agencies and organizations listed as having anticipated roles and responsibilities under this annex shall inform the Director of Emergency Services when they are aware that changes need to be made.

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## APPENDIX WINEOC-2: VERSION HISTORY

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

Version Number	Implemented By	Revision Date	Approved By	Approval Date	Description of Change
1.0	Yolo OES	03/02/2016			Initial Draft